

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

- ☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED
SEPTEMBER 30, 2025
- OR
- ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD
FROM TO

Commission File Number: 001-33551



Blackstone Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

20-8875684
(I.R.S. Employer
Identification No.)

345 Park Avenue
New York, New York 10154
(Address of principal executive offices)(Zip Code)
(212) 583-5000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	BX	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of October 31, 2025, there were 738,450,871 shares of common stock of the registrant outstanding.

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Forward-Looking Statements

This report may contain forward-looking statements within the meaning of Section 27A of the U.S. Securities Act of 1933, as amended, and Section 21E of the U.S. Securities Exchange Act of 1934, as amended, which reflect our current views with respect to, among other things, our operations, taxes, earnings and financial performance, share repurchases and dividends. You can identify these forward-looking statements by the use of words such as “outlook,” “indicator,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “seeks,” “approximately,” “predicts,” “intends,” “plans,” “scheduled,” “estimates,” “anticipates,” “opportunity,” “leads,” “forecast,” “possible” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. We believe these factors include but are not limited to those described under the section entitled “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2024, as such factors may be updated from time to time in our subsequent filings with the United States Securities and Exchange Commission (“SEC”), which are accessible on the SEC’s website at www.sec.gov. These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this report and in our other periodic filings. The forward-looking statements speak only as of the date of this report, and we undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise.

Website and Social Media Disclosure

We may use our website (www.blackstone.com), Facebook page (www.facebook.com/blackstone), X (Twitter) (www.x.com/blackstone), LinkedIn (www.linkedin.com/company/blackstonegroup), Instagram (www.instagram.com/blackstone), SoundCloud (www.soundcloud.com/blackstone-300250613), Pandora (<https://www.pandora.com/artist/blackstone/ARvIPz9PIblrlmg>), PodBean (www.blackstone.podbean.com), Spotify (<https://spoti.fi/2LJ1tHG> and <https://open.spotify.com/artist/52Eom8vQxM8Lk75ZZlf2hJ>), YouTube (www.youtube.com/user/blackstonegroup) and Apple Podcast (<https://apple.co/31Pe1Gg>) accounts as channels of distribution of company information. The information we post through these channels may be deemed material. Accordingly, investors should monitor these channels, in addition to following our press releases, SEC filings and public conference calls and webcasts. In addition, you may automatically receive email alerts and other information about Blackstone when you enroll your email address by visiting the “Contact Us/E-mail Alerts” section of our website at <http://ir.blackstone.com>. The contents of our website, any alerts and social media channels are not, however, a part of this report.

In this report, references to “Blackstone,” the “Company,” “we,” “us” or “our” refer to Blackstone Inc. and its consolidated subsidiaries.

“Series I Preferred Stockholder” refers to Blackstone Partners L.L.C., the holder of the sole outstanding share of our Series I preferred stock.

“Series II Preferred Stockholder” refers to Blackstone Group Management L.L.C., the holder of the sole outstanding share of our Series II preferred stock.

“Blackstone Holdings,” “Blackstone Holdings Partnerships” or “Holdings Partnerships” refer to Blackstone Holdings I L.P., Blackstone Holdings AI L.P., Blackstone Holdings II L.P., Blackstone Holdings III L.P. and Blackstone Holdings IV L.P., collectively.

“Blackstone Funds,” “our funds” and “our investment funds” refer to the funds and other vehicles that are managed by Blackstone. “Our carry funds” refers to funds managed by Blackstone that have commitment-based multi-year drawdown structures that pay carry on the realization of an investment.

“Our hedge funds” refers to our funds of hedge funds, hedge funds, certain of our real estate debt investment funds and certain other credit-focused funds which are managed by Blackstone.

We refer to our separately managed accounts as “SMAs.”

“Total Assets Under Management” refers to the invested and available capital in Blackstone-managed or advised vehicles (including, without limitation, investment funds and SMAs). The Total Assets Under Management attributable to an individual vehicle is dependent on the structure and investment strategy of such vehicle and accordingly, will vary from vehicle to vehicle. Total Assets Under Management generally equals the sum of the following across Blackstone-managed or advised vehicles, as applicable:

- (a) a vehicle’s invested capital at fair value which, as applicable, is measured as (1) total investments measured at fair value, or gross asset values, each of which may include the fair value of investments purchased with leverage under certain credit facilities, (2) net asset value, or (3) amount of debt and equity outstanding or aggregate par amount of assets, including principal cash for collateralized loan obligation vehicles (“CLOs”), and
- (b) a vehicle’s available capital, if any, which represents (1) uncalled commitments made by investors and (2) available borrowing capacity under certain credit facilities.

Uncalled commitments represent the capital we are entitled to call from investors pursuant to the terms of their respective capital commitments, including capital commitments to funds that have yet to commence their investment periods. Drawdown funds, perpetual capital vehicles, co-investment vehicles, and SMAs can each be structured with a commitment from an investor that is called over time as opposed to fully funded upon subscription.

Assets may be raised in one vehicle or business unit and subsequently invested in or managed or advised by another vehicle or business unit. Total Assets Under Management are reported in the segment where the assets are managed.

Our measurement of Total Assets Under Management includes commitments to, and the fair value of, invested capital in our funds from Blackstone and our personnel. Our calculation of Total Assets Under Management may differ from the calculations of other asset managers, and as a result this measure may not be comparable to similar measures presented by other asset managers. Our definition of Total Assets Under Management differs from the manner in which affiliated investment advisors report regulatory assets under management and may differ from the definition set forth in the agreements governing the vehicles we manage or advise.

“Fee-Earning Assets Under Management” refers to the portion of Total Assets Under Management on which we are entitled to earn management fees and/or performance revenues. The Fee-Earning Assets Under Management attributable to an individual vehicle is driven by the basis on which fees are earned and accordingly, will vary from vehicle to vehicle. Fee-Earning Assets Under Management generally equals the sum of the following across Blackstone-managed or advised vehicles, as applicable: (a) net asset value, (b) committed capital and remaining invested capital during the investment period and post-investment period, respectively, (c) invested capital (including leverage to the extent management fee-eligible), (d) gross asset value, (e) fair value of investments, or (f) the aggregate par amount of collateral assets, including principal cash, of CLOs.

Assets may be raised in one vehicle or business unit and subsequently invested in or managed or advised by another vehicle or business unit. Fee-Earning Assets Under Management are reported in the segment where the Total Assets Under Management are reported to the extent fee-paying to Blackstone.

While Fee-Earning Assets Under Management generally reflects Total Assets Under Management on which we are entitled to earn management fees, Fee-Earning Assets Under Management may also include Total Assets Under Management on which we are entitled to earn only performance revenues. Our calculation of Fee-Earning Assets Under Management may differ from the calculations of other asset managers, and as a result this measure may not be comparable to similar measures presented by other asset managers. Our definition of Fee-Earning Assets Under Management may differ from the definition set forth in the agreements governing the vehicles that we manage or advise.

“Perpetual Capital” refers to the component of assets under management with an indefinite term, that is not in liquidation, and for which there is no requirement to return capital to investors through redemption requests in the ordinary course of business, except where funded by new capital inflows or where required redemptions are limited in quantum. Perpetual Capital includes co-investment capital with an investor right to convert into Perpetual Capital.

Commitment-based drawdown structured funds generally do not permit investors to redeem their interests at their election. Certain of our open-ended vehicles generally afford an investor the right to withdraw or redeem their interests on a periodic basis (for example, annually, quarterly or monthly), typically with 2 to 95 days’ notice, depending on the fund and the liquidity profile of the underlying assets. In our perpetual capital vehicles where redemption rights exist, redemption requests are required to be fulfilled only (a) in Blackstone’s or the vehicles’ board’s discretion, as applicable, (b) to the extent there is sufficient new capital, or (c) where such required redemptions are limited in quantum, such as interval funds or in certain insurance-dedicated vehicles. Investment advisory agreements related to certain SMAs in our Credit & Insurance and Multi-Asset Investing segments, excluding SMAs in our insurance platform, may generally be terminated by an investor on 15 to 95 days’ notice. SMAs in our insurance platform can generally only be terminated for long-term underperformance, cause and certain other limited circumstances, in each case subject to Blackstone’s right to cure.

This report does not constitute an offer of any Blackstone Fund.

Part I. Financial Information

Item 1. Financial Statements

Blackstone Inc. Condensed Consolidated Statements of Financial Condition (Unaudited) (Dollars in Thousands, Except Share Data)

	September 30, 2025	December 31, 2024
Assets		
Cash and Cash Equivalents	\$ 2,430,690	\$ 1,972,140
Cash Held by Blackstone Funds and Other	401,558	204,052
Investments	31,528,443	29,800,566
Accounts Receivable	543,209	237,930
Due from Affiliates	5,845,843	5,409,315
Intangible Assets, Net	140,458	165,243
Goodwill	1,890,202	1,890,202
Other Assets	900,582	947,859
Right-of-Use Assets	773,030	838,620
Deferred Tax Assets	2,100,275	2,003,948
Total Assets	<u>\$ 46,554,290</u>	<u>\$ 43,469,875</u>
Liabilities and Equity		
Loans Payable	\$ 12,002,650	\$ 11,320,956
Due to Affiliates	3,000,083	2,808,148
Accrued Compensation and Benefits	6,385,958	6,087,700
Operating Lease Liabilities	886,135	965,742
Accounts Payable, Accrued Expenses and Other Liabilities	2,918,023	2,792,314
Total Liabilities	<u>25,192,849</u>	<u>23,974,860</u>
Commitments and Contingencies		
Redeemable Non-Controlling Interests in Consolidated Entities	<u>1,476,212</u>	<u>801,399</u>
Equity		
Stockholders' Equity of Blackstone Inc.		
Common Stock, \$0.00001 par value, 90 billion shares authorized, (747,812,724 shares issued and outstanding as of September 30, 2025; 731,925,965 shares issued and outstanding as of December 31, 2024)	7	7
Series I Preferred Stock, \$0.00001 par value, 999,999,000 shares authorized, 1 share issued and outstanding as of September 30, 2025 and December 31, 2024)	—	—
Series II Preferred Stock, \$0.00001 par value, 1,000 shares authorized, 1 share issued and outstanding as of September 30, 2025 and December 31, 2024)	—	—
Additional Paid-in-Capital	8,214,078	7,444,561
Retained Earnings	184,040	808,079
Accumulated Other Comprehensive Loss	(5,602)	(40,326)
Total Stockholders' Equity of Blackstone Inc.	<u>8,392,523</u>	<u>8,212,321</u>
Non-Controlling Interests in Consolidated Entities	<u>7,162,957</u>	<u>6,154,943</u>
Non-Controlling Interests in Blackstone Holdings	<u>4,329,749</u>	<u>4,326,352</u>
Total Equity	<u>19,885,229</u>	<u>18,693,616</u>
Total Liabilities and Equity	<u>\$ 46,554,290</u>	<u>\$ 43,469,875</u>

continued...

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Financial Condition (Unaudited)
(Dollars in Thousands)

The following presents the asset and liability portion of the consolidated balances presented in the Condensed Consolidated Statements of Financial Condition attributable to consolidated Blackstone funds which are variable interest entities. The following assets may only be used to settle obligations of these consolidated Blackstone funds and these liabilities are only the obligations of these consolidated Blackstone funds and they do not have recourse to the general credit of Blackstone.

	September 30, 2025	December 31, 2024
Assets		
Cash Held by Blackstone Funds and Other	\$ 401,558	\$ 204,052
Investments	5,507,078	3,890,732
Accounts Receivable	6,042	45,993
Due from Affiliates	345,279	19,956
Other Assets	7,281	9,807
Total Assets	\$ 6,267,238	\$ 4,170,540
Liabilities		
Loans Payable	\$ 328,044	\$ 87,488
Due to Affiliates	169,834	229,478
Accounts Payable, Accrued Expenses and Other Liabilities	63,682	68,763
Total Liabilities	\$ 561,560	\$ 385,729

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Operations (Unaudited)
(Dollars in Thousands, Except Share and Per Share Data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenues				
Management and Advisory Fees, Net	\$ 2,056,248	\$ 1,794,894	\$ 5,996,060	\$ 5,309,355
Incentive Fees	200,675	191,794	587,914	559,434
Investment Income (Loss)				
Performance Allocations				
Realized	997,296	414,755	2,389,166	1,598,913
Unrealized	(215,818)	1,154,918	360,666	1,723,090
Principal Investments				
Realized	152,652	95,235	435,365	247,877
Unrealized	(238,658)	(1,864)	285,446	427,983
Total Investment Income	695,472	1,663,044	3,470,643	3,997,863
Interest and Dividend Revenue	107,538	109,774	305,347	312,612
Other	28,702	(96,312)	(269,971)	(31,861)
Total Revenues	3,088,635	3,663,194	10,089,993	10,147,403
Expenses				
Compensation and Benefits				
Compensation	845,659	732,041	2,745,379	2,293,491
Incentive Fee Compensation	61,882	73,464	186,274	224,310
Performance Allocations Compensation				
Realized	354,765	169,740	927,846	689,370
Unrealized	(31,547)	465,099	224,630	747,679
Total Compensation and Benefits	1,230,759	1,440,344	4,084,129	3,954,850
General, Administrative and Other	383,580	340,945	1,076,770	1,022,823
Interest Expense	126,288	111,337	380,225	328,156
Fund Expenses	10,060	3,470	36,598	13,380
Total Expenses	1,750,687	1,896,096	5,577,722	5,319,209
Other Income				
Net Gains from Fund Investment Activities	108,634	42,842	302,539	70,009
Total Other Income	108,634	42,842	302,539	70,009
Income Before Provision for Taxes	1,446,582	1,809,940	4,814,810	4,898,203
Provision for Taxes	209,657	245,303	742,978	789,220
Net Income	1,236,925	1,564,637	4,071,832	4,108,983
Net Income (Loss) Attributable to Redeemable Non-Controlling Interests in Consolidated Entities	29,008	(22,184)	55,117	(61,595)
Net Income Attributable to Non-Controlling Interests in Consolidated Entities	125,890	202,929	467,273	406,339
Net Income Attributable to Non-Controlling Interests in Blackstone Holdings	457,110	603,057	1,545,429	1,691,604
Net Income Attributable to Blackstone Inc.	\$ 624,917	\$ 780,835	\$ 2,004,013	\$ 2,072,635
Net Income Per Share of Common Stock				
Basic	\$ 0.80	\$ 1.02	\$ 2.57	\$ 2.71
Diluted	\$ 0.80	\$ 1.02	\$ 2.57	\$ 2.71
Weighted-Average Shares of Common Stock Outstanding				
Basic	782,633,394	768,230,595	778,978,328	765,747,924
Diluted	782,681,135	768,280,366	779,212,020	765,933,326

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Comprehensive Income (Unaudited)
(Dollars in Thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net Income	\$ 1,236,925	\$ 1,564,637	\$ 4,071,832	\$ 4,108,983
Other Comprehensive Income (Loss) – Currency Translation Adjustment	(42,000)	75,461	199,527	30,493
Comprehensive Income	1,194,925	1,640,098	4,271,359	4,139,476
Less:				
Comprehensive Income (Loss) Attributable to Redeemable Non-Controlling Interests in Consolidated Entities	(943)	14,035	190,695	(45,207)
Comprehensive Income Attributable to Non-Controlling Interests in Consolidated Entities	125,890	202,929	467,273	406,339
Comprehensive Income Attributable to Non-Controlling Interests in Blackstone Holdings	451,718	618,291	1,574,654	1,697,185
Comprehensive Income Attributable to Non-Controlling Interests	576,665	835,255	2,232,622	2,058,317
Comprehensive Income Attributable to Blackstone Inc.	\$ 618,260	\$ 804,843	\$ 2,038,737	\$ 2,081,159

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Changes in Equity (Unaudited)
(Dollars in Thousands, Except Share Data)

	Shares of Blackstone Inc. (a)	Blackstone Inc. (a)									
					Accumulated Other Compre- hensive Income (Loss)	Total Stockholders’ Equity	Non- Controlling Interests in Consolidated Entities	Non- Controlling Interests in Blackstone Holdings	Total Equity	Redeemable Non- Controlling Interests in Consolidated Entities	
	Common Stock	Common Stock	Additional Paid-in- Capital	Retained Earnings (Deficit)							
Balance at June 30, 2025	739,055,944	7	\$ 7,988,663	\$ 362,614	\$ 1,055	\$ 8,352,339	\$ 6,847,785	\$ 4,391,627	\$ 19,591,751	\$ 1,487,129	
Net Income	—	—	—	624,917	—	624,917	125,890	457,110	1,207,917	29,008	
Currency Translation Adjustment	—	—	—	—	(6,657)	(6,657)	—	(5,392)	(12,049)	(29,951)	
Capital Contributions	—	—	—	—	—	—	455,919	4,098	460,017	41,009	
Capital Distributions	—	—	—	(803,491)	—	(803,491)	(266,385)	(542,431)	(1,612,307)	(50,983)	
Transfer and Repurchase of Non-Controlling Interests in Consolidated Entities	—	—	(10)	—	—	(10)	(252)	—	(262)	—	
Deferred Tax Effects on Equity Transactions	—	—	70,256	—	—	70,256	—	—	70,256	—	
Equity-Based Compensation	—	—	190,396	—	—	190,396	—	115,560	305,956	—	
Net Delivery of Vested Blackstone Holdings Partnership Units and Shares of Common Stock	7,842,326	—	(91,193)	—	—	(91,193)	—	—	(91,193)	—	
Repurchase of Shares of Common Stock and Blackstone Holdings Partnership Units	(200,000)	—	(34,857)	—	—	(34,857)	—	—	(34,857)	—	
Change in Blackstone Inc.’s Ownership Interest	—	—	78,701	—	—	78,701	—	(78,701)	—	—	
Conversion of Blackstone Holdings Partnership Units to Shares of Common Stock	1,114,454	—	12,122	—	—	12,122	—	(12,122)	—	—	
Balance at September 30, 2025	747,812,724	7	\$ 8,214,078	\$ 184,040	\$ (5,602)	\$ 8,392,523	\$ 7,162,957	\$ 4,329,749	\$ 19,885,229	\$ 1,476,212	

(a) During the period presented, Blackstone also had one share outstanding of each of Series I and Series II preferred stock, with par value of each less than one cent.

continued...

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Changes in Equity (Unaudited)
(Dollars in Thousands, Except Share Data)

	Shares of Blackstone Inc. (a)	Blackstone Inc. (a)									Redeemable Non- Controlling Interests in Consolidated Entities
	Common Stock	Common Stock	Additional Paid-in- Capital	Retained Earnings (Deficit)	Accumulated Other Compre- hensive Income (Loss)	Total Stockholders' Equity	Non- Controlling Interests in Consolidated Entities	Non- Controlling Interests in Blackstone Holdings	Total Equity		
Balance at June 30, 2024	722,540,712	\$ 7	\$ 6,260,619	\$ 607,564	\$ (34,617)	\$ 6,833,573	\$ 5,682,606	\$ 5,269,248	\$ 17,785,427	\$ 888,868	
Transfer In Due to Consolidation of Fund Entities	—	—	—	—	—	—	87,643	—	87,643	—	
Net Income (Loss)	—	—	—	780,835	—	780,835	202,929	603,057	1,586,821	(22,184)	
Currency Translation Adjustment	—	—	—	—	24,008	24,008	—	15,234	39,242	36,219	
Capital Contributions	—	—	—	—	—	—	186,158	3,218	189,376	43,083	
Capital Distributions	—	—	—	(627,928)	—	(627,928)	(141,949)	(446,490)	(1,216,367)	(53,140)	
Transfer and Repurchase of Non-Controlling Interests in Consolidated Entities	—	—	—	—	—	—	(1,420)	—	(1,420)	—	
Deferred Tax Effects on Equity Transactions	—	—	52,997	—	—	52,997	—	—	52,997	—	
Equity-Based Compensation	—	—	162,407	—	—	162,407	—	102,347	264,754	—	
Net Delivery of Vested Blackstone Holdings Partnership Units and Shares of Common Stock	7,259,786	—	(75,561)	—	—	(75,561)	—	—	(75,561)	—	
Repurchase of Shares of Common Stock and Blackstone Holdings Partnership Units	(1,000,000)	—	(140,817)	—	—	(140,817)	—	—	(140,817)	—	
Change in Blackstone Inc.'s Ownership Interest	—	—	(23,823)	—	—	(23,823)	—	23,823	—	—	
Conversion of Blackstone Holdings Partnership Units to Shares of Common Stock	1,899,466	—	21,966	—	—	21,966	—	(21,966)	—	—	
Balance at September 30, 2024	730,699,964	\$ 7	\$ 6,257,788	\$ 760,471	\$ (10,609)	\$ 7,007,657	\$ 6,015,967	\$ 5,548,471	\$ 18,572,095	\$ 892,846	

(a) During the period presented, Blackstone also had one share outstanding of each of Series I and Series II preferred stock, with par value of each less than one cent.

continued...

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Changes in Equity (Unaudited)
(Dollars in Thousands, Except Share Data)

	Shares of Blackstone Inc. (a)	Blackstone Inc. (a)									Redeemable Non- Controlling Interests in Consolidated Entities
	Common Stock	Common Stock	Additional Paid-in- Capital	Retained Earnings (Deficit)	Accumulated Other Compre- hensive Income (Loss)	Total Stockholders' Equity	Non- Controlling Interests in Consolidated Entities	Non- Controlling Interests in Blackstone Holdings	Total Equity		
Balance at December 31, 2024	731,925,965	\$ 7	\$ 7,444,561	\$ 808,079	\$ (40,326)	\$ 8,212,321	\$ 6,154,943	\$ 4,326,352	\$ 18,693,616	\$ 801,399	
Transfer Out Due to Deconsolidation of Fund Entities	—	—	—	—	—	—	(389,344)	—	(389,344)	(127,295)	
Net Income	—	—	—	2,004,013	—	2,004,013	467,273	1,545,429	4,016,715	55,117	
Currency Translation Adjustment	—	—	—	—	34,724	34,724	—	29,225	63,949	135,578	
Capital Contributions	—	—	—	—	—	—	1,577,341	12,397	1,589,738	763,254	
Capital Distributions	—	—	—	(2,628,052)	—	(2,628,052)	(647,262)	(1,800,177)	(5,075,491)	(153,209)	
Transfer and Repurchase of Non-Controlling Interests in Consolidated Entities	—	—	1,148	—	—	1,148	6	—	1,154	1,368	
Deferred Tax Effects on Equity Transactions	—	—	139,543	—	—	139,543	—	—	139,543	—	
Equity-Based Compensation	—	—	686,995	—	—	686,995	—	419,767	1,106,762	—	
Net Delivery of Vested Blackstone Holdings Partnership Units and Shares of Common Stock	10,635,197	—	(167,725)	—	—	(167,725)	—	—	(167,725)	—	
Repurchase of Shares of Common Stock and Blackstone Holdings Partnership Units	(600,000)	—	(93,688)	—	—	(93,688)	—	—	(93,688)	—	
Change in Blackstone Inc.'s Ownership Interest	—	—	140,877	—	—	140,877	—	(140,877)	—	—	
Conversion of Blackstone Holdings Partnership Units to Shares of Common Stock	5,851,562	—	62,367	—	—	62,367	—	(62,367)	—	—	
Balance at September 30, 2025	747,812,724	\$ 7	\$ 8,214,078	\$ 184,040	\$ (5,602)	\$ 8,392,523	\$ 7,162,957	\$ 4,329,749	\$ 19,885,229	\$ 1,476,212	

(a) During the period presented, Blackstone also had one share outstanding of each of Series I and Series II preferred stock, with par value of each less than one cent.

continued...

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Changes in Equity (Unaudited)
(Dollars in Thousands, Except Share Data)

	Shares of Blackstone Inc. (a)		Blackstone Inc. (a)							Redeemable Non- Controlling Interests in Consolidated Entities
	Common Stock	Common Stock	Additional Paid-in- Capital	Retained Earnings (Deficit)	Accumulated Other Compre- hensive Income (Loss)	Total Stockholders' Equity	Non- Controlling Interests in Consolidated Entities	Non- Controlling Interests in Blackstone Holdings	Total Equity	
Balance at December 31, 2023	719,358,114	\$ 7	\$ 6,175,190	\$ 660,734	\$ (19,133)	\$ 6,816,798	\$ 5,177,255	\$ 4,902,088	\$ 16,896,141	\$ 1,179,073
Transfer In Due to Consolidation of Fund Entities	—	—	—	—	—	—	87,643	—	87,643	1,065
Net Income (Loss)	—	—	—	2,072,635	—	2,072,635	406,339	1,691,604	4,170,578	(61,595)
Currency Translation Adjustment	—	—	—	—	8,524	8,524	—	5,581	14,105	16,388
Capital Contributions	—	—	—	—	—	—	700,343	8,160	708,503	55,316
Capital Distributions	—	—	—	(1,972,898)	—	(1,972,898)	(416,359)	(1,371,073)	(3,760,330)	(228,310)
Transfer and Repurchase of Non-Controlling Interests in Consolidated Entities	—	—	(134)	—	—	(134)	60,746	—	60,612	(69,091)
Deferred Tax Effects on Equity Transactions	—	—	121,541	—	—	121,541	—	—	121,541	—
Equity-Based Compensation	—	—	535,526	—	—	535,526	—	339,016	874,542	—
Net Delivery of Vested Blackstone Holdings Partnership Units and Shares of Common Stock	10,309,560	—	(127,730)	—	—	(127,730)	—	—	(127,730)	—
Repurchase of Shares of Common Stock and Blackstone Holdings Partnership Units	(3,700,000)	—	(473,510)	—	—	(473,510)	—	—	(473,510)	—
Change in Blackstone Inc.'s Ownership Interest	—	—	(26,617)	—	—	(26,617)	—	26,617	—	—
Conversion of Blackstone Holdings Partnership Units to Shares of Common Stock	4,732,290	—	53,522	—	—	53,522	—	(53,522)	—	—
Balance at September 30, 2024	<u>730,699,964</u>	<u>\$ 7</u>	<u>\$ 6,257,788</u>	<u>\$ 760,471</u>	<u>\$ (10,609)</u>	<u>\$ 7,007,657</u>	<u>\$ 6,015,967</u>	<u>\$ 5,548,471</u>	<u>\$ 18,572,095</u>	<u>\$ 892,846</u>

(a) During the period presented, Blackstone also had one share outstanding of each of Series I and Series II preferred stock, with par value of each less than one cent.

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Cash Flows (Unaudited)
(Dollars in Thousands)

	Nine Months Ended September 30,	
	2025	2024
Operating Activities		
Net Income	\$ 4,071,832	\$ 4,108,983
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities		
Net Realized Gains on Investments	(3,064,558)	(2,016,277)
Changes in Unrealized Gains on Investments	(462,922)	(512,196)
Non-Cash Performance Allocations	(360,666)	(1,723,090)
Non-Cash Performance Allocations and Incentive Fee Compensation	1,338,096	1,656,373
Equity-Based Compensation Expense	1,086,762	885,862
Amortization of Intangibles	26,924	26,944
Other Non-Cash Amounts Included in Net Income	31,896	(141,766)
Cash Flows Due to Changes in Operating Assets and Liabilities		
Cash Acquired with Consolidation of Fund Entities	—	22,101
Cash Relinquished with Deconsolidation of Fund Entities	(65,803)	(113,224)
Accounts Receivable	(377,686)	(133,900)
Due from Affiliates	(11,514)	(445,388)
Other Assets	81,113	(41,946)
Accrued Compensation and Benefits	(814,597)	(557,187)
Accounts Payable, Accrued Expenses and Other Liabilities	459,408	237,730
Due to Affiliates	(140,348)	2,713
Investments Purchased	(2,999,047)	(1,313,128)
Cash Proceeds from Sale of Investments	4,796,476	3,377,653
Net Cash Provided by Operating Activities	3,595,366	3,320,257
Investing Activities		
Purchase of Furniture, Equipment and Leasehold Improvements	(93,353)	(49,523)
Net Cash Used in Investing Activities	(93,353)	(49,523)
Financing Activities		
Distributions to Non-Controlling Interest Holders in Consolidated Entities	(800,029)	(650,455)
Contributions from Non-Controlling Interest Holders in Consolidated Entities	2,341,654	747,180
Payments Under Tax Receivable Agreement	(43,954)	(87,508)
Net Settlement of Vested Common Stock and Repurchase of Common Stock	(261,413)	(601,240)
Proceeds from Loans Payable	1,226,729	—

continued...

See notes to condensed consolidated financial statements.

Blackstone Inc.
Condensed Consolidated Statements of Cash Flows (Unaudited)
(Dollars in Thousands)

	Nine Months Ended September 30,	
	2025	2024
Financing Activities (Continued)		
Repayment and Repurchase of Loans Payable	\$ (906,362)	\$ (83,787)
Dividends/Distributions to Stockholders and Unitholders	(4,415,832)	(3,335,811)
Net Cash Used in Financing Activities	(2,859,207)	(4,011,621)
Effect of Exchange Rate Changes on Cash and Cash Equivalents and Cash Held by Blackstone Funds and Other	13,250	2,701
Cash and Cash Equivalents and Cash Held by Blackstone Funds and Other		
Net Increase (Decrease)	656,056	(738,186)
Beginning of Period	2,176,192	3,272,063
End of Period	\$ 2,832,248	\$ 2,533,877
Supplemental Disclosure of Cash Flows Information		
Payments for Interest	\$ 349,862	\$ 269,804
Payments for Income Taxes	\$ 352,704	\$ 492,142
Supplemental Disclosure of Non-Cash Investing and Financing Activities		
Non-Cash Contributions from Non-Controlling Interest Holders	\$ 12,397	\$ 8,160
Non-Cash Distributions to Non-Controlling Interest Holders	\$ (12,724)	\$ (2,374)
Transfer of Interests to Non-Controlling Interest Holders	\$ 1,374	\$ (8,345)
Net Settlement of Vested Common Stock	\$ 1,261,394	\$ 925,711
Deferred Tax Asset Increase from Equity Transactions	\$ 377,365	\$ 274,453
Due to Affiliates Increase Related to the Impact of Conversions on Tax Receivable Agreements	\$ 249,474	\$ 152,912

The following table provides a reconciliation of Cash and Cash Equivalents and Cash Held by Blackstone Funds and Other reported within the Condensed Consolidated Statements of Financial Condition:

	September 30, 2025	December 31, 2024
Cash and Cash Equivalents	\$ 2,430,690	\$ 1,972,140
Cash Held by Blackstone Funds and Other	401,558	204,052
	\$ 2,832,248	\$ 2,176,192

See notes to condensed consolidated financial statements.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited)
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

1. Organization

Blackstone Inc., together with its consolidated subsidiaries (“Blackstone” or the “Company”), is the world’s largest alternative asset manager. Blackstone’s asset management business includes global investment strategies focused on real estate, private equity, infrastructure, life sciences, growth equity, credit, real assets, secondaries and hedge funds. “Blackstone Funds” refers to the funds and other vehicles that are managed by Blackstone. Blackstone’s business is organized into four segments: Real Estate, Private Equity, Credit & Insurance and Multi-Asset Investing.

Blackstone Inc. was initially formed as The Blackstone Group L.P., a Delaware limited partnership, on March 12, 2007. Prior to its conversion on July 1, 2019 to a Delaware corporation, Blackstone Inc. was managed and operated by Blackstone Group Management L.L.C., which is wholly owned by Blackstone’s senior managing directors and controlled by one of Blackstone’s founders, Stephen A. Schwarzman (the “Founder”).

The activities of Blackstone are conducted through its holding partnerships: Blackstone Holdings I L.P., Blackstone Holdings AI L.P., Blackstone Holdings II L.P., Blackstone Holdings III L.P. and Blackstone Holdings IV L.P. (collectively, “Blackstone Holdings,” “Blackstone Holdings Partnerships” or the “Holding Partnerships”). Blackstone, through its wholly owned subsidiaries, is the sole general partner of each of the Holding Partnerships. Generally, holders of the limited partner interests in the Holding Partnerships may, four times each year, exchange their limited partnership interests (“Partnership Units”) for Blackstone common stock, on a one-to-one basis, exchanging one Partnership Unit from each of the Holding Partnerships for one share of Blackstone common stock.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements of Blackstone have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) for interim financial information and the instructions to Form 10-Q. The condensed consolidated financial statements, including these notes, are unaudited and exclude some of the disclosures required in audited financial statements. Management believes it has made all necessary adjustments (consisting of only normal recurring items) so that the condensed consolidated financial statements are presented fairly and that estimates made in preparing its condensed consolidated financial statements are reasonable. The operating results presented for interim periods are not necessarily indicative of the results that may be expected for any other interim period or for the entire year. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements included in Blackstone’s Annual Report on Form 10-K for the year ended December 31, 2024 filed with the United States Securities and Exchange Commission.

The condensed consolidated financial statements include the accounts of Blackstone, its wholly owned or majority-owned subsidiaries, the consolidated entities which are considered to be variable interest entities and for which Blackstone is considered the primary beneficiary, and certain partnerships or similar entities which are not considered variable interest entities but in which the general partner is determined to have control.

All intercompany balances and transactions have been eliminated in consolidation.

Consolidation

Blackstone consolidates all entities that it controls through a majority voting interest or otherwise, including those Blackstone Funds in which the general partner has a controlling financial interest. Blackstone has a controlling financial interest in Blackstone Holdings because the limited partners do not have the right to dissolve the partnerships or have substantive kick-out rights or participating rights that would overcome the control held by Blackstone. Accordingly, Blackstone consolidates Blackstone Holdings and records non-controlling interests to reflect the economic interests of the limited partners of Blackstone Holdings.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

In addition, Blackstone consolidates all variable interest entities (“VIE”) for which it is the primary beneficiary. An enterprise is determined to be the primary beneficiary if it holds a controlling financial interest. A controlling financial interest is defined as (a) the power to direct the activities of a VIE that most significantly impact the entity’s economic performance and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. The consolidation guidance requires an analysis to determine (a) whether an entity in which Blackstone holds a variable interest is a VIE and (b) whether Blackstone’s involvement, through holding interests directly or indirectly in the entity or contractually through other variable interests, would give it a controlling financial interest. Performance of that analysis requires the exercise of judgment.

Blackstone determines whether it is the primary beneficiary of a VIE at the time it becomes involved with a variable interest entity and continuously reconsiders that conclusion. In determining whether Blackstone is the primary beneficiary, Blackstone evaluates its control rights as well as economic interests in the entity held either directly or indirectly by Blackstone. The consolidation analysis can generally be performed qualitatively; however, if it is not readily apparent that Blackstone is not the primary beneficiary, a quantitative analysis may also be performed. Investments and redemptions (either by Blackstone, affiliates of Blackstone or third parties) or amendments to the governing documents of the respective Blackstone Funds could affect an entity’s status as a VIE or the determination of the primary beneficiary. At each reporting date, Blackstone assesses whether it is the primary beneficiary and will consolidate or deconsolidate accordingly.

Assets of consolidated VIEs that can only be used to settle obligations of the consolidated VIE and liabilities of a consolidated VIE for which creditors (or beneficial interest holders) do not have recourse to the general credit of Blackstone are presented in a separate section in the Condensed Consolidated Statements of Financial Condition.

Blackstone’s other disclosures regarding VIEs are discussed in Note 8. “Variable Interest Entities.”

Revenue Recognition

Revenues primarily consist of management and advisory fees, incentive fees, investment income, interest and dividend revenue and other.

Management and advisory fees and incentive fees are accounted for as contracts with customers. Under the guidance for contracts with customers, an entity is required to (a) identify the contract(s) with a customer, (b) identify the performance obligations in the contract, (c) determine the transaction price, (d) allocate the transaction price to the performance obligations in the contract, and (e) recognize revenue when (or as) the entity satisfies a performance obligation. In determining the transaction price, an entity may include variable consideration only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized would not occur when the uncertainty associated with the variable consideration is resolved. See Note 17. “Segment Reporting” for a disaggregated presentation of revenues from contracts with customers.

Management and Advisory Fees, Net — Management and Advisory Fees, Net are comprised of management fees, including base management fees, transaction, advisory and other fees net of management fee reductions and offsets.

Blackstone earns base management fees from its customers at a fixed percentage of a calculation base which is typically net asset value, gross asset value, total fair value of investments, committed capital, total invested capital or remaining invested capital. Blackstone identifies its customers on a fund by fund basis in accordance with the terms and circumstances of the individual fund. Generally the customer is identified as the investors in its

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

managed funds and investment vehicles, but for certain widely held funds or vehicles, the fund or vehicle itself may be identified as the customer. These customer contracts require Blackstone to provide investment management services, which represents a performance obligation that Blackstone satisfies over time. Management fees are a form of variable consideration because the fees Blackstone is entitled to vary based on fluctuations in the basis for the management fee. The amount recorded as revenue is generally determined at the end of the period because these management fees are payable on a regular basis (typically quarterly) and are not subject to clawback once paid.

Transaction, advisory and other fees are principally fees charged to the investors of funds indirectly through the managed funds and portfolio companies. The investment advisory agreements generally require that the investment adviser reduce the amount of management fees payable by the investors to Blackstone ("management fee reductions") by an amount equal to a portion of the transaction and other fees paid to Blackstone by the portfolio companies. The amount of the reduction varies by fund, the type of fee paid by the portfolio company and the previously incurred expenses of the fund. These fees and associated management fee reductions are a component of the transaction price for Blackstone's performance obligation to provide investment management services to the investors of funds and are recognized as changes to the transaction price in the period in which they are charged and the services are performed.

Management fee offsets are reductions to management fees payable by the investors of the Blackstone Funds, which are based on the amount such investors reimburse the Blackstone Funds or Blackstone primarily for placement fees. Providing investment management services requires Blackstone to arrange for services on behalf of its customers. In those situations where Blackstone is acting as an agent on behalf of the investors of funds, it presents the cost of services as net against management fee revenue. In all other situations, Blackstone is primarily responsible for fulfilling the services and is therefore acting as a principal for those arrangements. As a result, the cost of those services is presented as Compensation or General, Administrative and Other expense, as appropriate, with any reimbursement from the investors of the funds recorded as Management and Advisory Fees, Net. In cases where the investors of the funds are determined to be the customer in an arrangement, placement fees may be capitalized as a cost to acquire a customer contract. Capitalized placement fees are amortized over the life of the customer contract, are recorded within Other Assets in the Consolidated Statements of Financial Condition and amortization is recorded within General, Administrative and Other within the Consolidated Statements of Operations. In cases where the Blackstone Funds are determined to be the customer in the arrangement, placement fees are generally expensed as incurred. Blackstone may also pay ongoing investor servicing fees to certain distributors of its products. Where Blackstone is the principal in those arrangements, ongoing investor servicing fees are expensed as incurred and are recorded within General, Administrative and Other expense.

Accrued but unpaid Management and Advisory Fees, net of management fee reductions and management fee offsets, as of the reporting date are included in Due from Affiliates in the Condensed Consolidated Statements of Financial Condition.

Incentive Fees — Contractual fees earned based on the performance of Blackstone vehicles ("Incentive Fees") are a form of variable consideration in Blackstone's contracts with customers to provide investment management services. Incentive Fees are earned based on performance of the vehicle during the period, subject to the achievement of minimum return levels or high water marks, in accordance with the respective terms set out in each vehicle's governing agreements. Incentive Fees will not be recognized as revenue until (a) it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur, or (b) the uncertainty associated with the variable consideration is subsequently resolved. Incentive Fees are typically recognized as revenue when realized at the end of the measurement period. Once realized, such fees are not subject to clawback or reversal. Accrued but unpaid Incentive Fees charged directly to investors in Blackstone vehicles as of the reporting date are recorded within Due from Affiliates in the Condensed Consolidated Statements of Financial Condition.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

Investment Income (Loss) — Investment Income (Loss) represents the unrealized and realized gains and losses on Blackstone's Performance Allocations and Principal Investments.

In carry fund structures and certain open-ended structures, Blackstone, through its subsidiaries, invests alongside its limited partners in a partnership and is entitled to its pro-rata share of the results of the fund vehicle (a "pro-rata allocation"). In addition to a pro-rata allocation, and assuming certain investment returns are achieved, Blackstone is entitled to a disproportionate allocation of the income otherwise allocable to the limited partners, commonly referred to as carried interest ("Performance Allocations").

Performance Allocations are made to the general partner based either on cumulative fund performance to date, subject to a preferred return to limited partners or based on vehicle performance over a period of time, subject to a high water mark and preferred return to investors. At the end of each reporting period, Blackstone calculates the balance of accrued Performance Allocations ("Accrued Performance Allocations") that would be due to Blackstone for each fund, pursuant to the fund agreements, as if the fair value of the underlying investments were realized as of such date, irrespective of whether such amounts have been realized. As the fair value of underlying investments varies between reporting periods, it is necessary to make adjustments to amounts recorded as Accrued Performance Allocations to reflect either (a) positive performance resulting in an increase in the Accrued Performance Allocation to the general partner or (b) negative performance that would cause the amount due to Blackstone to be less than the amount previously recognized as revenue, resulting in a negative adjustment to the Accrued Performance Allocation to the general partner. In each scenario, it is necessary to calculate the Accrued Performance Allocation on cumulative results compared to the Accrued Performance Allocation recorded to date and make the required positive or negative adjustments. Blackstone ceases to record negative Performance Allocations once previously Accrued Performance Allocations for such fund have been fully reversed. Blackstone is not obligated to pay guaranteed returns or hurdles and therefore cannot have negative Performance Allocations over the life of a fund. Accrued Performance Allocations as of the reporting date are reflected in Investments in the Condensed Consolidated Statements of Financial Condition.

Performance Allocations in carry fund structures are realized when an underlying investment is profitably disposed of and the fund's cumulative returns are in excess of the preferred return or, in limited instances, after certain thresholds for return of capital are met. Performance Allocations in carry fund structures are subject to clawback to the extent that the Performance Allocation received to date exceeds the amount due to Blackstone based on cumulative results. As such, the accrual for potential repayment of previously received Performance Allocations, which is a component of Due to Affiliates, represents all amounts previously distributed to Blackstone Holdings and non-controlling interest holders that would need to be repaid to the Blackstone carry funds if the Blackstone carry funds were to be liquidated based on the current fair value of the underlying funds' investments as of the reporting date. The actual clawback liability, however, generally does not become realized until the end of a fund's life except for certain funds, which may have an interim clawback liability. Performance Allocations in open-ended structures are realized based on the stated time period in the agreements and are generally not subject to clawback once paid.

Principal Investments include the unrealized and realized gains and losses on Blackstone's principal investments, including its investments in Blackstone Funds that are not consolidated and receive pro-rata allocations, its equity method investments and other principal investments. Income (Loss) on Principal Investments is realized when Blackstone redeems all or a portion of its investment or when Blackstone receives cash income, such as dividends or distributions. Unrealized Income (Loss) on Principal Investments results from changes in the fair value of the underlying investment as well as the reversal of unrealized gain (loss) at the time an investment is realized.

Interest and Dividend Revenue — Interest consists primarily of interest income earned on cash, receivables and Blackstone held principal investments not accounted for under the equity method. Dividend Revenue consists primarily of dividend income earned on principal investments not accounted for under the equity method held by Blackstone, including investments accounted for under the fair value option.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

Other Revenue — Other Revenue consists of miscellaneous income and foreign exchange gains and losses arising on transactions denominated in currencies other than U.S. dollars.

Fair Value of Financial Instruments

GAAP establishes a hierarchical disclosure framework which prioritizes and ranks the level of market price observability used in measuring financial instruments at fair value. Market price observability is affected by a number of factors, including the type of financial instrument, the characteristics specific to the financial instrument and the state of the marketplace, including the existence and transparency of transactions between market participants. Financial instruments with readily available quoted prices in active markets generally will have a higher degree of market price observability and a lesser degree of judgment used in measuring fair value.

Financial instruments measured and reported at fair value are classified and disclosed based on the observability of inputs used in the determination of fair values, as follows:

- Level I – Quoted prices are available in active markets for identical financial instruments as of the reporting date. The types of financial instruments in Level I include listed equities, listed derivatives and mutual funds with quoted prices. Blackstone does not adjust the quoted price for these investments, even in situations where Blackstone holds a large position and a sale could reasonably impact the quoted price.
- Level II – Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Financial instruments which are generally included in this category include corporate bonds and loans, including corporate bonds and loans held within consolidated collateralized loan obligations (“CLO”) vehicles, government and agency securities, less liquid and restricted equity securities, and certain over-the-counter derivatives where the fair value is based on observable inputs. Notes issued by consolidated CLO vehicles are classified within Level II of the fair value hierarchy.
- Level III – Pricing inputs are unobservable for the financial instruments and includes situations where there is little, if any, market activity for the financial instrument. The inputs into the determination of fair value require significant management judgment or estimation. Financial instruments that are included in this category generally include private investments in the equity of operating companies, real estate properties, distressed debt and non-investment grade residual interests in securitizations, investments in non-consolidated CLOs and certain over-the-counter derivatives where the fair value is based on unobservable inputs. For certain investments where the fair value is not readily determinable, net asset value (“NAV”) is applied as a practical expedient.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the determination of which category within the fair value hierarchy is appropriate for any given financial instrument is based on the lowest level of input that is significant to the fair value measurement. Blackstone’s assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the financial instrument.

Level II Valuation Techniques

Financial instruments classified within Level II of the fair value hierarchy comprise debt instruments, debt securities sold, not yet purchased and certain equity securities and derivative instruments valued using observable inputs.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

The valuation techniques used to value financial instruments classified within Level II of the fair value hierarchy are as follows:

- Debt Instruments and Equity Securities are valued on the basis of prices from an orderly transaction between market participants including those provided by reputable dealers or pricing services. In determining the value of a particular investment, pricing services may use certain information with respect to transactions in such investments, quotations from dealers, pricing matrices and market transactions in comparable investments and various relationships between investments. The valuation of certain equity securities is based on an observable price for an identical security adjusted for the effect of a restriction.
- Freestanding Derivatives are valued using contractual cash flows and observable inputs comprising yield curves, foreign currency rates and credit spreads.
- Notes issued by consolidated CLO vehicles are measured based on the more observable fair value of CLO assets less (a) the fair value of any beneficial interests held by Blackstone, and (b) the carrying value of any beneficial interests that represent compensation for services.

Level III Valuation Techniques

In the absence of observable market prices, Blackstone values its investments using valuation methodologies applied on a consistent basis. For some investments little market activity may exist; management's determination of fair value is then based on the best information available in the circumstances, and may incorporate management's own assumptions and involve a significant degree of judgment, taking into consideration a combination of internal and external factors, including the appropriate risk adjustments for non-performance and liquidity risks. Investments for which market prices are not observable include private investments in the equity of operating companies, real estate properties and investments in non-consolidated CLO vehicles.

Real Estate Investments – The fair values of real estate investments are determined by considering projected operating cash flows, sales of comparable assets, if any, and replacement costs, among other measures and considerations. The methods used to estimate the fair value of real estate investments include the discounted cash flow method, where value is calculated by discounting the estimated cash flows and the estimated terminal value of the subject investment by the assumed buyer's weighted-average cost of capital. A terminal value is derived by reference to an exit multiple, such as for estimates of earnings before interest, taxes, depreciation and amortization ("EBITDA"), or a capitalization rate, such as for estimates of net operating income ("NOI"). Valuations may also be derived by the performance multiple or market approach, by reference to observable valuation measures for comparable companies or assets (for example, dividing NOI by a relevant capitalization rate observed for comparable companies or transactions), adjusted by management for differences between the investment and the referenced comparables.

Private Equity Investments – The fair values of private equity investments are determined by reference to projected net earnings, EBITDA, public market or private transactions, valuations for comparable companies and other measures which, in many cases, are based on unaudited information at the time received. The methods used to estimate the fair value of private equity investments include the discounted cash flow method. Where a discounted cash flow method is used, a terminal value is derived by reference to EBITDA or price/earnings exit multiples. Valuations may also be derived by reference to observable valuation measures for comparable companies or transactions (for example, multiplying a key performance metric of the investee company, such as EBITDA, by a relevant valuation multiple observed in the range of comparable companies or transactions), adjusted by management for differences between the investment and the referenced comparables, and in some instances by reference to option pricing models or other similar methods.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

Credit-Focused Investments – The fair values of credit-focused investments are generally determined on the basis of prices between market participants provided by reputable dealers or pricing services. For credit-focused investments that are not publicly traded or whose market prices are not readily available, Blackstone may utilize other valuation techniques, including the discounted cash flow method or a market approach. The discounted cash flow method projects the expected cash flows of the debt instrument based on contractual terms, and discounts such cash flows back to the valuation date using a market-based yield. The market-based yield is generally estimated using yields of publicly traded debt instruments issued by companies operating in similar industries as the subject investment or based on changes in credit spreads of a broader benchmark index applicable to a subject investment.

The market approach is generally used to determine the enterprise value of the issuer of a credit investment and considers valuation multiples of comparable companies or transactions. The resulting enterprise value will dictate whether or not such credit investment has adequate enterprise value coverage. In cases of distressed credit instruments, the market approach may be used to estimate a recovery value in the event of a restructuring.

Investments, at Fair Value

Generally, the Blackstone Funds are accounted for as investment companies in accordance with the GAAP guidance on investment companies, and under the American Institute of Certified Public Accountants Audit and Accounting Guide, *Investment Companies*, and reflect their investments, including majority-owned and controlled investments, at fair value. Such consolidated funds' investments are reflected in Investments on the Condensed Consolidated Statements of Financial Condition at fair value, with unrealized gains and losses resulting from changes in fair value reflected as a component of Net Gains (Losses) from Fund Investment Activities in the Condensed Consolidated Statements of Operations. Fair value is the amount that would be received to sell an asset or paid to transfer a liability, in an orderly transaction between market participants at the measurement date, at current market conditions (i.e., the exit price).

Certain principal investments are presented at fair value with unrealized appreciation or depreciation and realized gains and losses recognized in the Condensed Consolidated Statements of Operations within Investment Income (Loss).

For certain instruments, Blackstone has elected the fair value option. Such election is irrevocable and is applied on an investment by investment basis at initial recognition or other eligible election dates. Blackstone has applied the fair value option for certain loans and receivables, unfunded loan commitments and certain investments that otherwise would not have been carried at fair value with gains and losses recorded in net income. The methodology for measuring the fair value of such investments is consistent with the methodology applied to private equity, real estate and credit-focused investments. Changes in the fair value of such instruments are recognized in Investment Income (Loss) in the Condensed Consolidated Statements of Operations. Interest income on interest bearing loans and receivables and debt securities on which the fair value option has been elected is based on stated coupon rates adjusted for the accretion of purchase discounts and the amortization of purchase premiums. This interest income is recorded within Interest and Dividend Revenue.

Blackstone has elected the fair value option for the assets of consolidated CLO vehicles. As permitted under GAAP, Blackstone measures notes issued by consolidated CLO vehicles as (a) the sum of the fair value of the consolidated CLO assets and the carrying value of any non-financial assets held temporarily, less (b) the sum of the fair value of any beneficial interests retained by Blackstone (other than those that represent compensation for services) and Blackstone's carrying value of any beneficial interests that represent compensation for services. As a result of this measurement alternative, there is no attribution of amounts to Non-Controlling Interests for consolidated CLO vehicles. Assets of the consolidated CLOs are presented within Investments within the Condensed Consolidated Statements of Financial Condition and notes payable within Loans Payable for the amounts due to unaffiliated third parties. Changes in the fair value of consolidated CLO assets and liabilities and related interest, dividend and other income are presented within Net Gains (Losses) from Fund Investment Activities. Expenses of consolidated CLO vehicles are presented in Fund Expenses.

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Blackstone has elected the fair value option for certain proprietary investments that would otherwise have been accounted for using the equity method of accounting. The fair value of such investments is based on quoted prices in an active market, quoted prices that are published on a regular basis and are the basis for current transactions or using the discounted cash flow method. Changes in fair value are recognized in Investment Income (Loss) in the Condensed Consolidated Statements of Operations.

Further disclosure on instruments for which the fair value option has been elected is presented in Note 6. "Fair Value Option."

Blackstone may elect to measure certain proprietary investments in equity securities without readily determinable fair values under the measurement alternative, which reflects cost less impairment, with adjustments in value resulting from observable price changes arising from orderly transactions of the same or a similar security from the same issuer. If the measurement alternative election is not made, the equity security is measured at fair value. The measurement alternative election is made on an instrument by instrument basis. The election is reassessed each reporting period to determine whether investments under the measurement alternative have readily determinable fair values, in which case they would no longer be eligible for this election.

Certain investments of Blackstone and the consolidated Blackstone funds are valued at NAV per share pursuant to the practical expedient. In limited circumstances, Blackstone may determine, based on its own due diligence and investment procedures, that NAV per share does not represent fair value. In such circumstances, Blackstone will estimate the fair value in good faith and in a manner that it reasonably chooses, in accordance with the requirements of GAAP.

The terms of the investee's investment generally provide for minimum holding periods or lock-ups, the institution of gates on redemptions or the suspension of redemptions or an ability to side pocket investments, at the discretion of the investee's fund manager, and as a result, investments may not be redeemable at, or within three months of, the reporting date.

Security and loan transactions are recorded on a trade date basis.

Equity Method Investments

Investments in which Blackstone is deemed to exert significant influence, but not control, are accounted for using the equity method of accounting except in cases where the fair value option has been elected. Blackstone has significant influence over all Blackstone Funds in which it invests but does not consolidate. Therefore, its investments in such Blackstone Funds, which generally include both a proportionate and disproportionate allocation of the profits and losses (as is the case with funds that include a Performance Allocation), are accounted for under the equity method. Under the equity method of accounting, Blackstone's share of earnings (losses) from equity method investments is included in Investment Income (Loss) in the Condensed Consolidated Statements of Operations.

In cases where Blackstone's equity method investments provide for a disproportionate allocation of the profits and losses (as is the case with funds that include a Performance Allocation), Blackstone's share of earnings (losses) from equity method investments is determined using a balance sheet approach referred to as the hypothetical liquidation at book value ("HLBV") method. Under the HLBV method, at the end of each reporting period, Blackstone calculates the Accrued Performance Allocations that would be due to Blackstone for each fund pursuant to the fund agreements as if the fair value of the underlying investments were realized as of such date,

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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irrespective of whether such amounts have been realized. As the fair value of underlying investments varies between reporting periods, it is necessary to make adjustments to amounts recorded as Accrued Performance Allocations to reflect either (a) positive performance resulting in an increase in the Accrued Performance Allocation to the general partner, or (b) negative performance that would cause the amount due to Blackstone to be less than the amount previously recognized as revenue, resulting in a negative adjustment to the Accrued Performance Allocation to the general partner. In each scenario, it is necessary to calculate the Accrued Performance Allocation on cumulative results compared to the Accrued Performance Allocation recorded to date and make the required positive or negative adjustments. Blackstone ceases to record negative Performance Allocations once previously Accrued Performance Allocations for such fund have been fully reversed. Blackstone is not obligated to pay guaranteed returns or hurdles and therefore cannot have negative Performance Allocations over the life of a fund. The carrying amounts of equity method investments are reflected in Investments in the Condensed Consolidated Statements of Financial Condition.

Strategic Partners' results presented in Blackstone's condensed consolidated financial statements are reported on a three-month lag from Strategic Partners' fund financial statements, which report the performance of underlying investments generally on a same quarter basis, if available. Therefore, Strategic Partners' results presented herein do not reflect the impact of economic and market activity in the current quarter. Current quarter market activity of Strategic Partners' underlying investments is expected to affect Blackstone's reported results in upcoming periods.

Compensation and Benefits

Compensation and Benefits — Compensation — Compensation consists of (a) salary and bonus, and benefits paid and payable to employees and senior managing directors and (b) equity-based compensation associated with the grants of equity-based awards to employees and senior managing directors. Compensation cost relating to the issuance of equity-based awards to senior managing directors and employees is measured at fair value at the grant date, and expensed over the vesting period on a straight-line basis, taking into consideration expected forfeitures, except in the case of (a) equity-based awards that do not require future service, which are expensed immediately, and (b) certain awards to recipients that meet criteria making them eligible for retirement (allowing such recipient to keep a percentage of those awards upon departure from Blackstone after becoming eligible for retirement), for which the expense for the portion of the award that would be retained in the event of retirement is either expensed immediately or amortized to the retirement date. Cash settled equity-based awards and awards settled in a variable number of shares are classified as liabilities and are remeasured at the end of each reporting period.

Compensation and Benefits — Incentive Fee Compensation — Incentive Fee Compensation consists of compensation paid based on Incentive Fees.

Compensation and Benefits — Performance Allocations Compensation — Performance Allocation Compensation consists of compensation paid based on Performance Allocations (which may be distributed in cash or in-kind). Such compensation expense is subject to both positive and negative adjustments. Performance Allocations Compensation is generally based on the performance of individual investments held by a fund rather than on a fund by fund basis. These amounts may also include allocations of investment income from Blackstone's principal investments, to senior managing directors and employees participating in certain profit sharing initiatives.

Non-Controlling Interests in Consolidated Entities

Non-Controlling Interests in Consolidated Entities represent the component of Equity in general partner entities and consolidated Blackstone funds held by third-party investors and employees. The percentage interests in consolidated Blackstone funds held by third parties and employees is adjusted for general partner allocations and by subscriptions and redemptions in funds of hedge funds and certain credit-focused funds which occur during

Blackstone Inc.
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the reporting period. Income (Loss) and other comprehensive income, if applicable, arising from the respective entities is allocated to non-controlling interests in consolidated entities based on the relative ownership interests of third-party investors and employees after considering any contractual arrangements that govern the allocation of income (loss) such as fees allocable to Blackstone Inc.

Redeemable Non-Controlling Interests in Consolidated Entities

Investors in certain consolidated vehicles may be granted redemption rights that allow for quarterly or monthly redemption, as outlined in the relevant governing documents. Such redemption rights may be subject to certain limitations, including limits on the aggregate amount of interests that may be redeemed in a given period, may only allow for redemption following the expiration of a specified period of time, or may be withdrawn subject to a redemption fee during the period when capital may not be withdrawn. As a result, amounts relating to third-party interests in such consolidated vehicles are presented as Redeemable Non-Controlling Interests in Consolidated Entities within the Condensed Consolidated Statements of Financial Condition. When redeemable amounts become legally payable to investors, they are classified as a liability and included in Accounts Payable, Accrued Expenses and Other Liabilities in the Condensed Consolidated Statements of Financial Condition. For all consolidated vehicles in which redemption rights have not been granted, non-controlling interests are presented within Equity in the Condensed Consolidated Statements of Financial Condition as Non-Controlling Interests in Consolidated Entities.

Non-Controlling Interests in Blackstone Holdings

Non-Controlling Interests in Blackstone Holdings represent the component of Equity in the consolidated Blackstone Holdings Partnerships held by Blackstone personnel and others who are limited partners of the Blackstone Holdings Partnerships.

Certain costs and expenses are borne directly by the Holdings Partnerships. Income (Loss), excluding those costs directly borne by and attributable to the Holdings Partnerships, is attributable to Non-Controlling Interests in Blackstone Holdings. This residual attribution is based on the year to date average percentage of Blackstone Holdings Partnership Units and unvested participating Holdings Partnership Units held by Blackstone personnel and others who are limited partners of the Blackstone Holdings Partnerships. Unvested participating Holdings Partnership Units are excluded from the attribution in periods of loss as they are not contractually obligated to share in losses of the Holdings Partnerships.

Income Taxes

Provision for Income Taxes

Income taxes are provided for using the asset and liability method under which deferred tax assets and liabilities are recognized for temporary differences between the financial reporting and tax bases of assets and liabilities, resulting in all pretax amounts being appropriately tax effected in the period, irrespective of which tax return year items will be reflected. Blackstone reports interest expense and tax penalties related to income tax matters in provision for income taxes.

Deferred Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax bases of assets and liabilities. These temporary differences result in taxable or deductible amounts in future years and are measured using the tax rates and laws that will be in effect when such differences are expected to reverse. Valuation allowances are established to reduce the deferred tax assets to the amount that is more likely than not to be realized. Deferred tax assets are separately stated, and deferred tax liabilities are included in Accounts Payable, Accrued Expenses, and Other Liabilities in the condensed consolidated financial statements.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Unrecognized Tax Benefits

Blackstone recognizes tax positions in the condensed consolidated financial statements when it is more likely than not that the position will be sustained on examination by the relevant taxing authority based on the technical merits of the position. A position that meets this standard is measured at the largest amount of benefit that will more likely than not be realized on settlement. A liability is established for differences between positions taken in the return and amounts recognized in the condensed consolidated financial statements. Accrued interest and penalties related to unrecognized tax benefits are reported on the related liability line in the condensed consolidated financial statements.

Net Income (Loss) Per Share of Common Stock

Basic Income (Loss) Per Share of Common Stock is calculated by dividing Net Income (Loss) Attributable to Blackstone Inc. by the weighted-average shares of common stock, unvested participating shares of common stock outstanding for the period and vested deferred restricted shares of common stock that have been earned for which issuance of the related shares of common stock is deferred until future periods. Diluted Income (Loss) Per Share of Common Stock reflects the impact of all dilutive securities. Unvested participating shares of common stock are excluded from the computation in periods of loss as they are not contractually obligated to share in losses.

Blackstone applies the treasury stock method to determine the dilutive weighted-average common shares outstanding for certain equity-based compensation awards. Blackstone applies the "if-converted" method to the Blackstone Holdings Partnership Units to determine the dilutive impact, if any, of the exchange right included in the Blackstone Holdings Partnership Units. Blackstone applies the contingently issuable share model to contracts that may require the issuance of shares.

Reverse Repurchase and Repurchase Agreements

Securities purchased under agreements to resell ("reverse repurchase agreements") and securities sold under agreements to repurchase ("repurchase agreements"), generally comprised of U.S. and non-U.S. government and agency securities, asset backed securities and corporate debt, represent collateralized financing transactions. Such transactions are recorded within Accounts Payable, Accrued Expenses and Other Liabilities in the Condensed Consolidated Statements of Financial Condition at their contractual amounts and include accrued interest. The carrying value of reverse repurchase and repurchase agreements approximates fair value.

Blackstone manages credit exposure arising from reverse repurchase agreements and repurchase agreements by, in appropriate circumstances, entering into master netting agreements and collateral arrangements with counterparties that provide Blackstone, in the event of a counterparty default, the right to liquidate collateral and the right to offset a counterparty's rights and obligations.

Blackstone takes possession of securities purchased under reverse repurchase agreements and is permitted to repledge, deliver or otherwise use such securities. Blackstone also pledges its financial instruments to counterparties to collateralize repurchase agreements. Financial instruments pledged that can be repledged, delivered or otherwise used by the counterparty are recorded in Investments in the Condensed Consolidated Statements of Financial Condition. Additional disclosures relating to repurchase agreements are included in Note 9. "Repurchase Agreements."

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Blackstone does not offset assets and liabilities relating to reverse repurchase agreements and repurchase agreements in its Condensed Consolidated Statements of Financial Condition. Additional disclosures relating to offsetting are discussed in Note 10. "Offsetting of Assets and Liabilities."

Securities Sold, Not Yet Purchased

Securities Sold, Not Yet Purchased consist of equity and debt securities that Blackstone has borrowed and sold. Blackstone is required to "cover" its short sale in the future by purchasing the security at prevailing market prices and delivering it to the counterparty from which it borrowed the security. Blackstone is exposed to loss in the event that the price at which a security may have to be purchased to cover a short sale exceeds the price at which the borrowed security was sold short.

Securities Sold, Not Yet Purchased are recorded at fair value within Accounts Payable, Accrued Expenses and Other Liabilities in the Condensed Consolidated Statements of Financial Condition.

Derivative Instruments

Blackstone recognizes all derivatives as assets or liabilities on its Condensed Consolidated Statements of Financial Condition at fair value. On the date Blackstone enters into a derivative contract, it designates and documents each derivative contract as one of the following: (a) a hedge of a recognized asset or liability ("fair value hedge"), (b) a hedge of a forecasted transaction or of the variability of cash flows to be received or paid related to a recognized asset or liability ("cash flow hedge"), (c) a hedge of a net investment in a foreign operation, or (d) a derivative instrument not designated as a hedging instrument ("freestanding derivative").

For freestanding derivative contracts, Blackstone presents changes in fair value in current period earnings. Changes in the fair value of derivative instruments held by consolidated Blackstone funds are reflected in Net Gains (Losses) from Fund Investment Activities or, where derivative instruments are held by Blackstone, within Investment Income (Loss) in the Condensed Consolidated Statements of Operations. The fair value of freestanding derivative assets of the consolidated Blackstone funds are recorded within Investments, the fair value of freestanding derivative assets that are not part of the consolidated Blackstone funds are recorded within Other Assets and the fair value of freestanding derivative liabilities are recorded within Accounts Payable, Accrued Expenses and Other Liabilities in the Condensed Consolidated Statements of Financial Condition.

Blackstone has elected to not offset derivative assets and liabilities or financial assets in its Condensed Consolidated Statements of Financial Condition, including cash, that may be received or paid as part of collateral arrangements, even when an enforceable master netting agreement is in place that provides Blackstone, in the event of counterparty default, the right to liquidate collateral and the right to offset a counterparty's rights and obligations.

Blackstone's other disclosures regarding derivative financial instruments are discussed in Note 5. "Derivative Financial Instruments."

Blackstone's disclosures regarding offsetting are discussed in Note 10. "Offsetting of Assets and Liabilities."

Affiliates

Blackstone considers its Founder, senior managing directors, employees, the Blackstone Funds and the Portfolio Companies to be affiliates.

Dividends

Dividends are reflected in the condensed consolidated financial statements when declared.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Recent Accounting Developments

In December 2023, the Financial Accounting Standards Board issued amended guidance addressing income tax disclosures. The guidance requires greater disaggregation of information in the effective income tax rate reconciliation and income taxes paid disclosure. The guidance is effective for Blackstone's annual period ending December 31, 2025.

3. Intangible Assets

Intangible Assets, Net consists of the following:

	September 30, 2025	December 31, 2024
Finite-Lived Intangible Assets/Contractual Rights	\$ 1,749,626	\$ 1,769,372
Accumulated Amortization	(1,609,168)	(1,604,129)
Intangible Assets, Net	<u>\$ 140,458</u>	<u>\$ 165,243</u>

Amortization expense associated with Blackstone's intangible assets was \$9.0 million and \$26.9 million for the three and nine months ended September 30, 2025, respectively, and \$9.0 million and \$26.9 million for the three and nine months ended September 30, 2024, respectively.

Amortization of Intangible Assets held at September 30, 2025 is expected to be \$36.0 million, \$36.1 million, \$35.1 million, \$18.2 million and \$17.0 million for each of the years ending December 31, 2025, 2026, 2027, 2028 and 2029, respectively. Blackstone's Intangible Assets as of September 30, 2025 are expected to amortize over a weighted-average period of 4.7 years.

4. Investments

Investments consist of the following:

	September 30, 2025	December 31, 2024
Investments of Consolidated Blackstone Funds	\$ 5,507,078	\$ 3,890,732
Equity Method Investments		
Partnership Investments	6,936,411	6,546,728
Accrued Performance Allocations	11,933,738	12,397,366
Corporate Treasury Investments	262,582	1,147,328
Other Investments	6,888,634	5,818,412
	<u>\$ 31,528,443</u>	<u>\$ 29,800,566</u>

Blackstone's share of Investments of Consolidated Blackstone Funds totaled \$872.2 million and \$439.7 million at September 30, 2025 and December 31, 2024, respectively.

Where appropriate, the accounting for Blackstone's investments incorporates the changes in fair value of those investments as determined under GAAP. The significant inputs and assumptions required to determine the change in fair value of the Investments of Consolidated Blackstone Funds, Corporate Treasury Investments and Other Investments are discussed in more detail in Note 7. "Fair Value Measurements of Financial Instruments."

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Investments of Consolidated Blackstone Funds

The following table presents the Realized and Net Change in Unrealized Gains (Losses) on investments held by the consolidated Blackstone funds and a reconciliation to Other Income (Loss) – Net Gains (Losses) from Fund Investment Activities in the Condensed Consolidated Statements of Operations:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Realized Gains (Losses)	\$ 20,327	\$ 10,721	\$ 67,925	\$ (29,725)
Net Change in Unrealized Gains	61,445	28,698	174,029	84,216
Realized and Net Change in Unrealized Gains from Consolidated Blackstone Funds	81,772	39,419	241,954	54,491
Interest and Dividend Revenue, Foreign Exchange Gains and Other Gains				
Attributable to Consolidated Blackstone Funds	26,862	3,423	60,585	15,518
Other Income – Net Gains from Fund Investment Activities	<u>\$ 108,634</u>	<u>\$ 42,842</u>	<u>\$ 302,539</u>	<u>\$ 70,009</u>

Equity Method Investments

Blackstone's equity method investments include Partnership Investments, which represent the pro-rata investments, and any associated Accrued Performance Allocations, in Blackstone Funds, excluding any equity method investments for which the fair value option has been elected. Blackstone evaluates each of its equity method investments, excluding Accrued Performance Allocations, to determine if any were significant as defined by guidance from the United States Securities and Exchange Commission. As of and for the nine months ended September 30, 2025 and 2024, no individual equity method investment held by Blackstone met the significance criteria.

Partnership Investments

Blackstone recognized net gains related to its Partnership Investments accounted for under the equity method of \$149.9 million and \$215.3 million for the three months ended September 30, 2025 and 2024, respectively. Blackstone recognized net gains related to its Partnership Investments accounted for under the equity method of \$569.8 million and \$512.4 million for the nine months ended September 30, 2025 and 2024, respectively.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Accrued Performance Allocations

Accrued Performance Allocations to Blackstone were as follows:

	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total
Accrued Performance Allocations, December 31, 2024	\$ 1,986,017	\$ 9,461,936	\$ 801,849	\$ 147,564	\$ 12,397,366
Performance Allocations as a Result of Changes in Fund Fair Values	(177,446)	2,678,109	170,225	207,734	2,878,622
Foreign Exchange Loss	(25,529)	—	—	—	(25,529)
Fund Distributions	(278,279)	(2,654,523)	(270,328)	(113,591)	(3,316,721)
Accrued Performance Allocations, September 30, 2025	<u>\$ 1,504,763</u>	<u>\$ 9,485,522</u>	<u>\$ 701,746</u>	<u>\$ 241,707</u>	<u>\$ 11,933,738</u>

Corporate Treasury Investments

The portion of corporate treasury investments included in Investments represents Blackstone's investments into primarily fixed income securities, mutual fund interests, and other fund interests. These strategies are managed by a combination of Blackstone personnel and third-party advisors. The following table presents the Realized and Net Change in Unrealized Gains (Losses) on these investments:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Realized Gains (Losses)	\$ 641	\$ (11)	\$ (7,544)	\$ (2,660)
Net Change in Unrealized Gains (Losses)	(706)	6,935	13,840	9,711
	<u>\$ (65)</u>	<u>\$ 6,924</u>	<u>\$ 6,296</u>	<u>\$ 7,051</u>

Other Investments

Other Investments consist of equity method investments where Blackstone has elected the fair value option and other proprietary investment securities held by Blackstone, including equity securities carried at fair value, equity investments without readily determinable fair values, and senior secured and subordinated notes in non-consolidated CLO vehicles. Equity investments without a readily determinable fair value had a carrying value of \$415.8 million as of September 30, 2025. In the period of acquisition and upon remeasurement in connection with an observable transaction, such investments are reported at fair value. See Note 7. "Fair Value Measurements of Financial Instruments" for additional detail. The following table presents Blackstone's Realized and Net Change in Unrealized Gains (Losses) in Other Investments:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Realized Gains (Losses)	\$ 310	\$ (3,702)	\$ 121,580	\$ 1,114
Net Change in Unrealized Gains (Losses)	(235,495)	(21,118)	152,687	426,250
	<u>\$ (235,185)</u>	<u>\$ (24,820)</u>	<u>\$ 274,267</u>	<u>\$ 427,364</u>

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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5. Derivative Financial Instruments

Blackstone and the consolidated Blackstone funds enter into derivative contracts in the normal course of business to achieve certain risk management objectives and for general investment and business purposes. Blackstone may enter into derivative contracts in order to hedge its interest rate risk exposure against the effects of interest rate changes. Additionally, Blackstone may also enter into derivative contracts in order to hedge its foreign currency risk exposure against the effects of a portion of its non-U.S. dollar denominated currency net investments. As a result of the use of derivative contracts, Blackstone and the consolidated Blackstone funds are exposed to the risk that counterparties will fail to fulfill their contractual obligations. To mitigate such counterparty risk, Blackstone and the consolidated Blackstone funds enter into contracts with certain major financial institutions, all of which have investment grade ratings. Counterparty credit risk is evaluated in determining the fair value of derivative instruments.

Freestanding Derivatives

Freestanding derivatives are instruments that Blackstone and certain of the consolidated Blackstone funds have entered into as part of their overall risk management and investment strategies. These derivative contracts are not designated as hedging instruments for accounting purposes. Such contracts may include interest rate swaps, foreign exchange contracts, equity swaps, options, futures and other derivative contracts.

The table below summarizes the aggregate notional amount and fair value of the derivative financial instruments. The notional amount represents the absolute value amount of all outstanding derivative contracts.

	September 30, 2025				December 31, 2024			
	Assets		Liabilities		Assets		Liabilities	
	Notional	Fair Value	Notional	Fair Value	Notional	Fair Value	Notional	Fair Value
Freestanding Derivatives								
Blackstone								
Interest Rate Contracts	\$ 613,740	\$ 115,238	\$ 601,000	\$ 86,649	\$ 624,740	\$ 166,126	\$ 600,000	\$ 107,425
Foreign Currency Contracts	803,237	3,540	450,471	3,611	239,365	4,030	479,383	14,198
Credit Default Swaps	—	—	640	16	—	—	640	10
Total Return Swaps	25,511	5,064	—	—	58,263	10,153	—	—
Equity Options	—	—	1,424,267	1,090,494	—	—	1,139,400	938,216
	<u>1,442,488</u>	<u>123,842</u>	<u>2,476,378</u>	<u>1,180,770</u>	<u>922,368</u>	<u>180,309</u>	<u>2,219,423</u>	<u>1,059,849</u>
Investments of Consolidated Blackstone Funds								
Interest Rate Contracts	879,258	16,534	879,258	16,534	785,790	13,243	915,215	15,918
	<u>879,258</u>	<u>16,534</u>	<u>879,258</u>	<u>16,534</u>	<u>785,790</u>	<u>13,243</u>	<u>915,215</u>	<u>15,918</u>
	<u>\$ 2,321,746</u>	<u>\$ 140,376</u>	<u>\$ 3,355,636</u>	<u>\$ 1,197,304</u>	<u>\$ 1,708,158</u>	<u>\$ 193,552</u>	<u>\$ 3,134,638</u>	<u>\$ 1,075,767</u>

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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The table below summarizes the impact to the Condensed Consolidated Statements of Operations from derivative financial instruments:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Freestanding Derivatives				
Realized Gains (Losses)				
Interest Rate Contracts	\$ (2,560)	\$ —	\$ (2,560)	\$ (614)
Foreign Currency Contracts	(8,608)	3,078	(8,724)	6,380
Credit Default Swaps	1	—	6	75
Total Return Swaps	4,142	6,455	12,616	19,325
	<u>(7,025)</u>	<u>9,533</u>	<u>1,338</u>	<u>25,166</u>
Net Change in Unrealized Gains (Losses)				
Interest Rate Contracts	15,157	(23,272)	(22,817)	(1,176)
Foreign Currency Contracts	16,473	8,028	10,097	2,413
Credit Default Swaps	5	(2)	(12)	(54)
Total Return Swaps	(1,921)	(3,592)	(2,463)	(6,930)
Equity Options	(11,729)	(106,119)	(152,278)	(293,646)
	<u>17,985</u>	<u>(124,957)</u>	<u>(167,473)</u>	<u>(299,393)</u>
	<u>\$ 10,960</u>	<u>\$ (115,424)</u>	<u>\$ (166,135)</u>	<u>\$ (274,227)</u>

As of September 30, 2025 and December 31, 2024, Blackstone had not designated any derivatives as fair value, cash flow or net investment hedges.

6. Fair Value Option

The following table summarizes the financial instruments for which the fair value option has been elected:

	September 30, 2025	December 31, 2024
Assets		
Loans and Receivables	\$ 469,766	\$ 100,866
Equity and Preferred Securities	4,483,042	4,498,617
Debt Securities	9,120	63,671
Assets of Consolidated CLO Vehicles		
Corporate Loans	—	62,426
	<u>\$ 4,961,928</u>	<u>\$ 4,725,580</u>
Liabilities		
CLO Notes Payable	\$ —	\$ 87,488
Corporate Treasury Commitments	709	368
	<u>\$ 709</u>	<u>\$ 87,856</u>

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

The following tables present the Realized and Net Change in Unrealized Gains (Losses) on financial instruments on which the fair value option was elected:

	Three Months Ended September 30,			
	2025		2024	
	Realized Gains (Losses)	Net Change in Unrealized Gains (Losses)	Realized Gains (Losses)	Net Change in Unrealized Gains (Losses)
Assets				
Loans and Receivables	\$ (521)	\$ 2,319	\$ (625)	\$ 406
Equity and Preferred Securities	409	2,894	884	(21,743)
Debt Securities	—	(2,280)	—	87
Assets of Consolidated CLO Vehicles				
Corporate Loans	—	—	(438)	1,065
	<u>\$ (112)</u>	<u>\$ 2,933</u>	<u>\$ (179)</u>	<u>\$ (20,185)</u>
Liabilities				
CLO Notes Payable	\$ —	\$ —	\$ —	\$ (391)
Corporate Treasury Commitments	—	(417)	—	16
	<u>\$ —</u>	<u>\$ (417)</u>	<u>\$ —</u>	<u>\$ (375)</u>
	Nine Months Ended September 30,			
	2025		2024	
	Realized Gains (Losses)	Net Change in Unrealized Gains	Realized Gains (Losses)	Net Change in Unrealized Gains (Losses)
Assets				
Loans and Receivables	\$ (1,450)	\$ 2,540	\$ (3,647)	\$ 218
Equity and Preferred Securities	(7,352)	20,594	6,072	(23,094)
Debt Securities	642	(6,102)	—	(2,034)
Assets of Consolidated CLO Vehicles				
Corporate Loans	(1,712)	1,038	(3,042)	2,520
	<u>\$ (9,872)</u>	<u>\$ 18,070</u>	<u>\$ (617)</u>	<u>\$ (22,390)</u>
Liabilities				
CLO Notes Payable	\$ —	\$ 859	\$ —	\$ 1,384
Corporate Treasury Commitments	—	(341)	—	(206)
	<u>\$ —</u>	<u>\$ 518</u>	<u>\$ —</u>	<u>\$ 1,178</u>

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

The following table presents information for those financial instruments for which the fair value option was elected:

	September 30, 2025			December 31, 2024		
	For Financial Assets Past			For Financial Assets Past		
	Due (a)			Due (a)		
	Excess (Deficiency) of Fair Value Over Principal	Fair Value	Excess (Deficiency) of Fair Value Over Principal	Excess (Deficiency) of Fair Value Over Principal	Fair Value	Excess (Deficiency) of Fair Value Over Principal
Loans and Receivables	\$ 4,890	\$ —	\$ —	\$ 2,769	\$ —	\$ —
Debt Securities	(61,368)	—	—	(55,890)	—	—
Assets of Consolidated CLO						
Vehicles Corporate Loans	—	—	—	(2,478)	1,359	—
	<u>\$ (56,478)</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ (55,599)</u>	<u>\$ 1,359</u>	<u>\$ —</u>

(a) Assets are classified as past due if contractual payments are more than 90 days past due.

As of September 30, 2025 and December 31, 2024, no Loans and Receivables for which the fair value option was elected were past due or in non-accrual status. As of September 30, 2025, there were no Corporate Loans included within the Assets of Consolidated CLO Vehicles for which the fair value option was elected that were past due but not in non-accrual status.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

7. Fair Value Measurements of Financial Instruments

Financial Assets and Liabilities by the Fair Value Hierarchy

The following tables summarize the valuation of Blackstone's financial assets and liabilities by the fair value hierarchy:

	September 30, 2025				
	Level I	Level II	Level III	NAV (a)	Total
Assets					
Cash and Cash Equivalents	\$ 58,506	\$ —	\$ —	\$ —	\$ 58,506
Investments					
Investments of Consolidated Blackstone Funds					
Equity Securities, Partnerships and LLC Interests (b)	518	173,652	4,229,940	714,997	5,119,107
Debt Instruments	—	1,101	370,336	—	371,437
Freestanding Derivatives	—	16,534	—	—	16,534
Total Investments of Consolidated Blackstone Funds	518	191,287	4,600,276	714,997	5,507,078
Corporate Treasury Investments	72,969	48,086	90,629	50,898	262,582
Other Investments	2,290,194	4,016,600	138,738	15,830	6,461,362
Total Investments	2,363,681	4,255,973	4,829,643	781,725	12,231,022
Accounts Receivable - Loans and Receivables	—	—	469,766	—	469,766
Other Assets - Freestanding Derivatives	—	118,778	5,064	—	123,842
	<u>\$ 2,422,187</u>	<u>\$ 4,374,751</u>	<u>\$ 5,304,473</u>	<u>\$ 781,725</u>	<u>\$ 12,883,136</u>
Liabilities					
Accounts Payable, Accrued Expenses and Other Liabilities					
Consolidated Blackstone Funds - Freestanding Derivatives	\$ —	\$ 16,534	\$ —	\$ —	\$ 16,534
Freestanding Derivatives	—	90,276	1,090,494	—	1,180,770
Contingent Consideration	—	—	504	—	504
Corporate Treasury Commitments	—	—	709	—	709
Securities Sold, Not Yet Purchased	1,970	—	—	—	1,970
Total Accounts Payable, Accrued Expenses and Other Liabilities	1,970	106,810	1,091,707	—	1,200,487
	<u>\$ 1,970</u>	<u>\$ 106,810</u>	<u>\$ 1,091,707</u>	<u>\$ —</u>	<u>\$ 1,200,487</u>

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

	December 31, 2024				
	Level I	Level II	Level III	NAV	Total
Assets					
Cash and Cash Equivalents	\$ 60,799	\$ —	\$ —	\$ —	\$ 60,799
Investments					
Investments of Consolidated Blackstone Funds					
Equity Securities, Partnerships and LLC Interests (b)	12,076	155,316	3,158,254	473,496	3,799,142
Debt Instruments	—	63,159	15,188	—	78,347
Freestanding Derivatives	—	13,243	—	—	13,243
Total Investments of Consolidated Blackstone Funds	12,076	231,718	3,173,442	473,496	3,890,732
Corporate Treasury Investments	67,729	565,968	450,345	63,286	1,147,328
Other Investments	2,089,838	3,182,353	179,522	6,289	5,458,002
Total Investments	2,169,643	3,980,039	3,803,309	543,071	10,496,062
Accounts Receivable - Loans and Receivables	—	—	100,866	—	100,866
Other Assets - Freestanding Derivatives	—	170,156	10,153	—	180,309
	<u>\$ 2,230,442</u>	<u>\$ 4,150,195</u>	<u>\$ 3,914,328</u>	<u>\$ 543,071</u>	<u>\$ 10,838,036</u>
Liabilities					
Loans Payable - CLO Notes Payable	\$ —	\$ 87,488	\$ —	\$ —	\$ 87,488
Accounts Payable, Accrued Expenses and Other Liabilities					
Consolidated Blackstone Funds - Freestanding Derivatives	—	15,918	—	—	15,918
Freestanding Derivatives	—	121,633	938,216	—	1,059,849
Contingent Consideration	—	—	504	—	504
Corporate Treasury Commitments	—	—	368	—	368
Securities Sold, Not Yet Purchased	1,916	—	—	—	1,916
Total Accounts Payable, Accrued Expenses and Other Liabilities	1,916	137,551	939,088	—	1,078,555
	<u>\$ 1,916</u>	<u>\$ 225,039</u>	<u>\$ 939,088</u>	<u>\$ —</u>	<u>\$ 1,166,043</u>

LLC Limited Liability Company.

- (a) A summary of the investments where the fair value is not readily determinable and NAV is used as a practical expedient as of September 30, 2025 is presented by strategy type below:

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Strategy	Fair Value	Unfunded Commitments	Redemption Frequency (if currently eligible)	Redemption Notice Period
Equity	\$ 110,959	\$ —	(1)	(1)
Real Estate	27,321	—	(2)	(2)
Infrastructure	636,272	76,816	(3)	(3)
Other	7,173	—	(4)	(4)
	<u>\$ 781,725</u>	<u>\$ 76,816</u>		

- (1) The Equity category includes investments in hedge funds that invest primarily in domestic and international equity securities. Investments representing 50% of the fair value of the investments in this category may not be redeemed at, or within three months of, the reporting date. Investments representing 49% of the fair value of the investments in this category are redeemable as of the reporting date. Investments representing less than 1% of fair value of the investments in this category are in liquidation.
- (2) The Real Estate category includes investments in funds that primarily invest in real estate assets. All investments in this category are redeemable as of the reporting date.
- (3) The Infrastructure category includes investments in funds that primarily invest in infrastructure assets and companies. All investments in this category may not be redeemed at, or within three months of, the reporting date.
- (4) Other is composed of the Credit Driven category and the Commodities category. The Credit Driven category includes investments in hedge funds that invest primarily in domestic and international bonds. The Commodities category includes investments in commodities-focused funds that primarily invest in futures and physical-based commodity driven strategies. All investments in these categories may not be redeemed at, or within three months of, the reporting date.

(b) Equity Securities, Partnership and LLC Interest includes investments in investment funds.

Equity Securities Subject to Sale Restrictions

Within Investments of Consolidated Blackstone Funds and Other Investments, Blackstone held equity securities subject to sale restrictions with a fair value of \$523.3 million as of September 30, 2025. The nature of such restrictions are contractual or legal in nature and deemed an attribute of the holder rather than the investment. Contractual restrictions include certain phased restrictions on (a) sale or transfer, (b) underwriter lock-ups and (c) sale or transfer restrictions applicable to certain Investments of Consolidated Blackstone Funds pledged as collateral. Restrictions will generally lapse over time or after a predetermined date and the weighted-average remaining duration of such restrictions is 1.9 years. Level III equity securities included in Investments of Consolidated Blackstone Funds are illiquid and privately negotiated in nature and may also be subject to contractual sale or transfer restrictions including those pursuant to their respective governing or similar agreements. Investments within Other Investments subject to restrictions on sale or transfer as a result of pledge arrangements are discussed in Note 16. "Commitments and Contingencies — Contingencies — Strategic Ventures."

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Level III Quantitative Inputs and Assumptions

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level III of the fair value hierarchy as of September 30, 2025. Consistent with presentation in these notes to condensed consolidated financial statements, this table presents the Level III investments only of consolidated Blackstone funds and therefore does not reflect any other Blackstone funds.

	Fair Value	Valuation Techniques	Unobservable Inputs	Ranges	Weighted-Average (a)	Impact to Valuation from an Increase in Input
Financial Assets						
Investments of Consolidated Blackstone Funds						
Equity Securities, Partnership and LLC Interests	\$ 4,229,940	Discounted Cash Flows	Discount Rate	4.3% - 40.7%	10.3%	Lower
			Exit Multiple - EBITDA	4.0x - 30.6x	16.4x	Higher
			Exit Capitalization Rate	3.1% - 14.6%	5.1%	Lower
Debt Instruments	370,336	Transaction Price	n/a			
Total Investments of Consolidated Blackstone Funds	4,600,276					
Corporate Treasury Investments	90,629	Discounted Cash Flows	Discount Rate	6.3%	6.3%	Lower
		Third Party Pricing	n/a			
Loans and Receivables	469,766	Discounted Cash Flows	Discount Rate	5.5% - 13.9%	8.5%	Lower
		Third Party Pricing	n/a			
Other Investments (b)	143,802	Discounted Cash Flows	Discount Rate	7.2% - 7.9%	7.5%	Lower
		Transaction Price	n/a			
	<u>\$ 5,304,473</u>					
Financial Liabilities						
Freestanding Derivatives (c)	\$ 1,090,494	Option Pricing Model	Volatility	5.8% - 6.0%	5.8%	Higher
Other Liabilities (d)	1,213	Third Party Pricing	n/a			
		Other	n/a			
	<u>\$ 1,091,707</u>					

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

The following table summarizes the quantitative inputs and assumptions used for items categorized in Level III of the fair value hierarchy as of December 31, 2024:

	Fair Value	Valuation Techniques	Unobservable Inputs	Ranges	Weighted-Average (a)	Impact to Valuation from an Increase in Input
Financial Assets						
Investments of Consolidated Blackstone Funds						
Equity Securities, Partnership and LLC Interests	\$ 3,158,254	Discounted Cash Flows	Discount Rate	4.2% - 39.1%	10.4%	Lower
			Exit Multiple - EBITDA	4.0x - 30.6x	15.4x	Higher
			Exit Capitalization Rate	3.1% - 15.0%	5.2%	Lower
Debt Instruments	15,188	Third-Party Pricing	n/a			
Total Investments of Consolidated Blackstone Funds	3,173,442					
Corporate Treasury Investments	450,345	Third-Party Pricing	n/a			
		Transaction Price	n/a			
Loans and Receivables	100,866	Discounted Cash Flows	Discount Rate	8.4% - 11.2%	9.3%	Lower
Other Investments (b)	189,675	Discounted Cash Flows	Discount Rate	7.1% - 7.7%	7.4%	Lower
		Third-Party Pricing	n/a			
	<u>\$ 3,914,328</u>					
Financial Liabilities						
Freestanding Derivatives (c)	\$ 938,216	Option Pricing Model	Volatility	6.0%	n/a	Higher
Other Liabilities (d)	872	Third-Party Pricing	n/a			
		Other	n/a			
	<u>\$ 939,088</u>					

n/a	Not applicable.
EBITDA	Earnings before interest, taxes, depreciation and amortization.
Exit Multiple	Ranges include the last twelve months EBITDA and forward EBITDA multiples.
Third-Party Pricing	Third-Party Pricing is generally determined on the basis of unadjusted prices between market participants provided by reputable dealers or pricing services.
Transaction Price	Includes recent acquisitions or transactions.
(a)	Unobservable inputs were weighted based on the fair value of the investments included in the range.
(b)	As of September 30, 2025 and December 31, 2024, Other Investments includes Level III Freestanding Derivatives.
(c)	The volatility of the historical performance of the underlying reference entities or an appropriate proxy is used to project the expected returns relevant for the fair value of the derivatives.
(d)	As of September 30, 2025 and December 31, 2024, Other Liabilities includes Level III Contingent Consideration and Level III Corporate Treasury Commitments.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

For the nine months ended September 30, 2025, there have been no changes in valuation techniques within Level II and Level III that have had a material impact on the valuation of financial instruments.

Rollforward of Level III Financial Assets and Liabilities

The following tables summarize the changes in financial assets and liabilities measured at fair value for which Blackstone has used Level III inputs to determine fair value and does not include gains or losses that were reported in Level III in prior years or for instruments that were transferred out of Level III prior to the end of the respective reporting period. These tables also exclude financial assets and liabilities measured at fair value on a non-recurring basis. Total realized and unrealized gains and losses recorded for Level III investments are reported in either Investment Income (Loss) or Net Gains from Fund Investment Activities in the Condensed Consolidated Statements of Operations.

	Level III Financial Assets at Fair Value Three Months Ended September 30,							
	2025				2024			
	Investments of Consolidated Funds	Loans and Receivables	Other Investments (a)	Total	Investments of Consolidated Funds	Loans and Receivables	Other Investments (a)	Total
Balance, Beginning of Period	\$ 4,751,597	\$ 268,023	\$ 269,519	\$ 5,289,139	\$ 2,881,553	\$ 135,577	\$ 183,677	\$ 3,200,807
Transfer In Due to Consolidation and Acquisition	—	—	—	—	68,012	—	—	68,012
Transfer Into Level III (b)	415	—	—	415	29,855	—	—	29,855
Transfer Out of Level III (b)	(537,150)	—	—	(537,150)	(2,303)	—	—	(2,303)
Purchases	430,767	323,390	24,953	779,110	140,076	275,240	2,523	417,839
Sales	(50,887)	(121,751)	(72,228)	(244,866)	(81,616)	(200,850)	(1,535)	(284,001)
Issuances	—	750	—	750	—	10,883	—	10,883
Settlements (c)	—	(9,559)	(3,645)	(13,204)	—	(32,522)	(10,074)	(42,596)
Changes in Gains Included in Earnings	5,534	8,913	5,020	19,467	99,136	3,943	6,908	109,987
Balance, End of Period	\$ 4,600,276	\$ 469,766	\$ 223,619	\$ 5,293,661	\$ 3,134,713	\$ 192,271	\$ 181,499	\$ 3,508,483
Changes in Unrealized Gains (Losses) Included in Earnings Related to Financial Assets Still Held at the Reporting Date	\$ 52,958	\$ (326)	\$ 1,612	\$ 54,244	\$ 33,937	\$ 57	\$ 2,401	\$ 36,395

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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	Level III Financial Assets at Fair Value Nine Months Ended September 30,							
	2025				2024			
	Investments of Consolidated Funds	Loans and Receivables	Other Investments (a)	Total	Investments of Consolidated Funds	Loans and Receivables	Other Investments (a)	Total
Balance, Beginning of Period	\$ 3,173,442	\$ 100,866	\$ 624,414	\$ 3,898,722	\$ 2,683,631	\$ 60,738	\$ 373,024	\$ 3,117,393
Transfer In Due to Consolidation and Acquisition	—	—	—	—	68,012	—	—	68,012
Transfer Out Due to Deconsolidation	(155,572)	—	—	(155,572)	(14,237)	—	—	(14,237)
Transfer Into Level III (b)	1,861	—	—	1,861	36,014	—	109,347	145,361
Transfer Out of Level III (b)	(539,189)	—	—	(539,189)	(24,426)	—	(58)	(24,484)
Purchases	2,053,577	802,626	223,226	3,079,429	479,093	594,528	8,198	1,081,819
Sales	(295,304)	(434,130)	(638,660)	(1,368,094)	(143,435)	(430,408)	(296,565)	(870,408)
Issuances	—	4,573	—	4,573	—	27,963	—	27,963
Settlements (c)	—	(20,957)	(15,242)	(36,199)	—	(67,913)	(19,929)	(87,842)
Changes in Gains Included in Earnings	361,461	16,788	29,881	408,130	50,061	7,363	7,482	64,906
Balance, End of Period	\$ 4,600,276	\$ 469,766	\$ 223,619	\$ 5,293,661	\$ 3,134,713	\$ 192,271	\$ 181,499	\$ 3,508,483
Changes in Unrealized Gains (Losses) Included in Earnings Related to Financial Assets Still Held at the Reporting Date	\$ 172,057	\$ (741)	\$ 15,096	\$ 186,412	\$ 14,745	\$ (1,283)	\$ 3,713	\$ 17,175

	Level III Financial Liabilities at Fair Value Three Months Ended September 30,					
	2025			2024		
	Freestanding Derivatives	Other Liabilities	Total	Freestanding Derivatives	Other Liabilities	Total
Balance, Beginning of Period	\$ 1,078,766	\$ 796	\$ 1,079,562	\$ 751,513	\$ 1,990	\$ 753,503
Changes in Losses (Gains) Included in Earnings	11,728	417	12,145	106,119	(16)	106,103
Balance, End of Period	\$ 1,090,494	\$ 1,213	\$ 1,091,707	\$ 857,632	\$ 1,974	\$ 859,606
Changes in Unrealized Losses (Gains) Included in Earnings Related to Financial Liabilities Still Held at the Reporting Date	\$ 11,728	\$ 417	\$ 12,145	\$ 106,119	\$ (16)	\$ 106,103

	Level III Financial Liabilities at Fair Value Nine Months Ended September 30,					
	2025			2024		
	Freestanding Derivatives	Other Liabilities	Total	Freestanding Derivatives	Other Liabilities	Total
Balance, Beginning of Period	\$ 938,216	\$ 872	\$ 939,088	\$ 563,986	\$ 1,651	\$ 565,637
Changes in Losses (Gains) Included in Earnings	152,278	341	152,619	293,646	323	293,969
Balance, End of Period	\$ 1,090,494	\$ 1,213	\$ 1,091,707	\$ 857,632	\$ 1,974	\$ 859,606
Changes in Unrealized Losses (Gains) Included in Earnings Related to Financial Liabilities Still Held at the Reporting Date	\$ 152,278	\$ 341	\$ 152,619	\$ 293,646	\$ 323	\$ 293,969

- (a) Represents freestanding derivatives, corporate treasury investments and Other Investments.
- (b) Transfers in and out of Level III financial assets and liabilities were due to changes in the observability of inputs used in the valuation of such assets and liabilities.
- (c) For Freestanding Derivatives included within Other Investments, Settlements includes all ongoing contractual cash payments made or received over the life of the instrument.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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8. Variable Interest Entities

Pursuant to GAAP consolidation guidance, Blackstone consolidates certain VIEs for which it is the primary beneficiary either directly or indirectly, through a consolidated entity or affiliate. VIEs include certain private equity, real estate, credit-focused or funds of hedge funds entities and CLO vehicles. The purpose of such VIEs is to provide strategy specific investment opportunities for investors in exchange for management and performance-based fees. The investment strategies of the Blackstone Funds differ by product; however, the fundamental risks of the Blackstone Funds are similar, including loss of invested capital and loss of management fees and performance-based fees. In Blackstone's role as general partner, collateral manager or investment adviser, it generally considers itself the sponsor of the applicable Blackstone Fund. Blackstone does not provide performance guarantees and has no other financial obligation to provide funding to consolidated VIEs other than its own capital commitments.

The assets of consolidated variable interest entities may only be used to settle obligations of these entities. In addition, there is no recourse to Blackstone for the consolidated VIEs' liabilities.

Blackstone holds variable interests in certain VIEs which are not consolidated as it is determined that Blackstone is not the primary beneficiary. Blackstone's involvement with such entities is in the form of direct and indirect equity interests and fee arrangements. The maximum exposure to loss represents the loss of assets recognized by Blackstone relating to non-consolidated VIEs and any clawback obligation relating to previously distributed Performance Allocations. Blackstone's maximum exposure to loss relating to non-consolidated VIEs were as follows:

	September 30, 2025	December 31, 2024
Investments	\$ 5,172,135	\$ 4,537,481
Due from Affiliates	231,389	242,109
Potential Clawback Obligation	40,857	41,908
Maximum Exposure to Loss	\$ 5,444,381	\$ 4,821,498
Amounts Due to Non-Consolidated VIEs	\$ 60,945	\$ 855

9. Repurchase Agreements

As of September 30, 2025 and December 31, 2024, Blackstone had pledged securities with a carrying value of \$388.8 million and \$6.8 million, respectively.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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The following tables provide information regarding Blackstone's Repurchase Agreements obligation by type of collateral pledged as of September 30, 2025 and December 31, 2024.

September 30, 2025					
Remaining Contractual Maturity of the Agreements					
	Overnight and Continuous	Up to 30 Days	30 - 90 Days	Greater than 90 Days	Total
Repurchase Agreements					
Loans	\$ —	\$ 118,246	\$ 191,273	\$ 79,241	\$ 388,760
Gross Amount of Recognized Liabilities for Repurchase Agreements in Note 10.					
“Offsetting of Assets and Liabilities”					\$ 388,760
Amounts Related to Agreements Not Included in Offsetting Disclosure in Note 10.					
“Offsetting of Assets and Liabilities”					\$ —

December 31, 2024					
Remaining Contractual Maturity of the Agreements					
	Overnight and Continuous	Up to 30 Days	30 - 90 Days	Greater than 90 Days	Total
Repurchase Agreements					
Loans	\$ —	\$ 6,758	\$ —	\$ —	\$ 6,758
Gross Amount of Recognized Liabilities for Repurchase Agreements in Note 10.					
“Offsetting of Assets and Liabilities”					\$ 6,758
Amounts Related to Agreements Not Included in Offsetting Disclosure in Note 10.					
“Offsetting of Assets and Liabilities”					\$ —

10. Offsetting of Assets and Liabilities

The following tables present the offsetting of assets and liabilities as of September 30, 2025 and December 31, 2024:

September 30, 2025				
	Gross and Net Amounts of Assets Presented in the Statement of Financial Condition	Gross Amounts Not Offset in the Statement of Financial Condition		Net Amount
		Financial Instruments (a)	Cash Collateral Received	
Assets				
Freestanding Derivatives	\$ 140,376	\$ 106,093	\$ 27,967	\$ 6,316

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

September 30, 2025				
	Gross and Net Amounts of Liabilities Presented in the Statement of Financial Condition	Gross Amounts Not Offset in the Statement of Financial Condition		Net Amount
		Financial Instruments (a)	Cash Collateral Pledged	
Liabilities				
Freestanding Derivatives	\$ 106,810	\$ 106,062	\$ 30	\$ 718
Repurchase Agreements	388,760	388,760	—	—
	<u>\$ 495,570</u>	<u>\$ 494,822</u>	<u>\$ 30</u>	<u>\$ 718</u>

December 31, 2024				
	Gross and Net Amounts of Assets Presented in the Statement of Financial Condition	Gross Amounts Not Offset in the Statement of Financial Condition		Net Amount
		Financial Instruments (a)	Cash Collateral Received	
Assets				
Freestanding Derivatives	\$ 193,552	\$ 122,391	\$ 54,388	\$ 16,773

December 31, 2024				
	Gross and Net Amounts of Liabilities Presented in the Statement of Financial Condition	Gross Amounts Not Offset in the Statement of Financial Condition		Net Amount
		Financial Instruments (a)	Cash Collateral Pledged	
Liabilities				
Freestanding Derivatives	\$ 137,551	\$ 125,056	\$ 10	\$ 12,485
Repurchase Agreements	6,758	6,758	—	—
	<u>\$ 144,309</u>	<u>\$ 131,814</u>	<u>\$ 10</u>	<u>\$ 12,485</u>

- (a) Amounts presented are inclusive of both legally enforceable master netting agreements, and financial instruments received or pledged as collateral. Financial instruments received or pledged as collateral offset derivative counterparty risk exposure, but do not reduce net balance sheet exposure.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Freestanding Derivative liabilities and repurchase agreements are included in Accounts Payable, Accrued Expenses and Other Liabilities in the Condensed Consolidated Statements of Financial Condition. Freestanding Derivative assets are included in Other Assets in the Condensed Consolidated Statements of Financial Condition. The following table presents the components of Other Assets:

	September 30, 2025	December 31, 2024
Furniture, Equipment and Leasehold Improvements	\$ 950,227	\$ 989,518
Less: Accumulated Depreciation	(425,599)	(483,200)
Furniture, Equipment and Leasehold Improvements, Net	524,628	506,318
Prepaid Expenses	192,522	192,777
Freestanding Derivatives	123,842	180,309
Other	59,590	68,455
	<u>\$ 900,582</u>	<u>\$ 947,859</u>

Notional Pooling Arrangements

Blackstone has notional cash pooling arrangements with financial institutions for cash management purposes. These arrangements allow for cash withdrawals based upon aggregate cash balances on deposit at the same financial institution. Cash withdrawals cannot exceed aggregate cash balances on deposit. The net balance of cash on deposit and overdrafts is used as a basis for calculating net interest expense or income. As of September 30, 2025, the aggregate cash balance on deposit relating to the cash pooling arrangements was \$839.5 million, which was offset and reported net of the accompanying overdraft of \$839.5 million.

11. Borrowings

On October 16, 2025, Blackstone Holdings Finance Co. L.L.C., as borrower, and Blackstone Holdings AI L.P., Blackstone Holdings I L.P., Blackstone Holdings II L.P., Blackstone Holdings III L.P. and Blackstone Holdings IV L.P., as guarantors, entered into an amended and restated \$4.325 billion revolving credit facility (the "Revolving Credit Facility") with Citibank, N.A., as administrative agent, and the lenders party thereto. The Revolving Credit Facility amends and restates Blackstone's existing revolving credit facility to, among other things, extend the maturity date from December 15, 2028 to October 16, 2030 and increase the aggregate required minimum amount of fee generating assets under management.

On November 3, 2025, Blackstone, through its subsidiary Blackstone Reg Finance Co. L.L.C., issued \$600 million aggregate principal amount of senior notes due November 3, 2030 (the "Registered 2030 Notes"), and \$600 million aggregate principal amount of senior notes due February 15, 2036 (the "Registered 2036 Notes" and, together with the Registered 2030 Notes, the "Registered Notes"), pursuant to a Registration Statement on Form S-3. The Registered 2030 Notes have an interest rate of 4.300% per annum, and the Registered 2036 Notes have an interest rate of 4.950%. The Registered Notes accrue interest from November 3, 2025. Interest on the Registered 2030 Notes is payable semi-annually in arrears on May 3 and November 3 of each year commencing on May 3, 2026. Interest on the Registered 2036 Notes is payable semi-annually in arrears on February 15 and August 15 of each year commencing on February 15, 2026.

The following table presents each of Blackstone's borrowings as of September 30, 2025 and December 31, 2024, as well as their carrying value and fair value. The borrowings are included in Loans Payable within the Condensed Consolidated Statements of Financial Condition. Each of the Senior Notes were issued at a discount through Blackstone Holdings Finance Co. L.L.C. or Blackstone Reg Finance Co. L.L.C., as applicable, both indirect subsidiaries of Blackstone. The Senior Notes accrue interest from the issue date thereof and pay interest in arrears on a semi-annual basis or annual basis. The Secured Borrowings were issued at par, accrue interest from the issue date thereof and pay interest in arrears on a quarterly basis. CLO Notes Payable pay interest in arrears on a quarterly basis.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Description	September 30, 2025		December 31, 2024	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Blackstone Operating Borrowings				
Revolving Credit Facility (a)	\$ 550,000	\$ 550,000	\$ —	\$ —
Senior Notes (b)				
2.000%, Due 5/19/2025	—	—	315,860	309,502
1.000%, Due 10/5/2026	709,996	692,832	624,078	601,801
3.150%, Due 10/2/2027	299,163	294,801	298,864	287,007
5.900%, Due 11/3/2027	597,370	621,210	596,505	617,550
1.625%, Due 8/5/2028	647,111	607,172	646,374	579,189
1.500%, Due 4/10/2029	712,108	673,055	626,043	584,295
2.500%, Due 1/10/2030	495,332	466,320	494,568	444,970
1.600%, Due 3/30/2031	497,265	433,940	496,911	403,415
2.000%, Due 1/30/2032	791,446	687,768	790,508	644,816
2.550%, Due 3/30/2032	496,511	441,435	496,146	417,830
6.200%, Due 4/22/2033	893,086	981,432	892,561	946,818
3.500%, Due 6/1/2034	558,248	589,246	489,624	522,877
5.000%, Due 12/6/2034	741,366	757,695	741,218	726,023
6.250%, Due 8/15/2042	239,994	265,698	239,756	254,095
5.000%, Due 6/15/2044	490,484	470,545	490,261	457,335
4.450%, Due 7/15/2045	344,957	305,347	344,840	290,836
4.000%, Due 10/2/2047	291,546	238,743	291,372	230,337
3.500%, Due 9/10/2049	392,760	291,828	392,618	277,496
2.800%, Due 9/30/2050	394,367	251,584	394,252	238,256
2.850%, Due 8/5/2051	543,601	349,327	543,478	329,791
3.200%, Due 1/30/2052	987,895	681,970	987,682	652,770
	<u>11,674,606</u>	<u>10,651,948</u>	<u>11,193,519</u>	<u>9,817,009</u>
Other (c)				
Secured Borrowing, Due 10/27/2033	—	—	19,949	19,949
Secured Borrowing, Due 1/29/2035	—	—	20,000	20,000
	<u>11,674,606</u>	<u>10,651,948</u>	<u>11,233,468</u>	<u>9,856,958</u>
Borrowings of Consolidated Blackstone Funds				
Blackstone Fund Facilities (d)	328,044	331,661	—	—
CLO Notes Payable (e)	—	—	87,488	87,488
	<u>328,044</u>	<u>331,661</u>	<u>87,488</u>	<u>87,488</u>
	<u>\$ 12,002,650</u>	<u>\$ 10,983,609</u>	<u>\$ 11,320,956</u>	<u>\$ 9,944,446</u>

- (a) Represents the Revolving Credit Facility of Blackstone, through Blackstone Holdings Finance Co. L.L.C. Interest on the borrowings is based on an adjusted Secured Overnight Finance Rate (“SOFR”) or alternate base rate, in each case plus a margin, and undrawn commitments bear a commitment fee of 0.06%. The margin above adjusted SOFR used to calculate interest on borrowings was 0.75%. The margin is subject to change based on

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Blackstone's credit rating. Borrowings may also be made in U.K. sterling, euros, Swiss francs, Japanese yen or Canadian dollars, in each case subject to certain sub-limits. The Revolving Credit Facility contains customary representations, covenants and events of default. Financial covenants consist of a maximum net leverage ratio and a requirement to keep a minimum amount of fee-earning assets under management, each tested quarterly. The \$550.0 million of outstanding borrowings under the Revolving Credit Facility was repaid on November 5, 2025. As of September 30, 2025 and December 31, 2024, Blackstone had outstanding but undrawn letters of credit against the Revolving Credit Facility of \$39.3 million and \$38.9 million, respectively. The amount Blackstone can draw from the Credit Facility is reduced by the undrawn letters of credit.

- (b) Fair value is determined by broker quote and these notes would be classified as Level II within the fair value hierarchy.
- (c) The Secured Borrowings Due 10/27/2033 and 1/29/2035 were repaid during the nine months ended September 30, 2025.
- (d) Blackstone Fund Facilities represent borrowing facilities for the various consolidated Blackstone Funds that are used to meet liquidity and investing needs. Such borrowings have varying maturities and may be rolled over until a disposition or refinancing event. Borrowings bear interest at spreads to market rates or at stated fixed rates that can vary over the borrowing term. Interest may be subject to the performance of the assets within the fund and therefore, the stated interest rate and effective interest rate may differ.
- (e) CLO Notes Payable have maturity dates ranging from June 2025 to January 2037. For periods prior to September 30, 2025, a portion of the outstanding borrowings consisted of subordinated notes, which did not have contractual interest rates but instead received distributions from the excess cash flows generated by the CLO vehicles. As of September 30, 2025, the CLO Notes Payable were fully deconsolidated, and there are no outstanding borrowings for the current period.

Scheduled principal payments for borrowings as of September 30, 2025 were as follows:

	Blackstone Operating Borrowings	Borrowings of Consolidated Blackstone Funds	Total Borrowings
2025	\$ —	\$ 50,543	\$ 50,543
2026	704,040	101,087	805,127
2027	900,000	50,543	950,543
2028	1,200,000	—	1,200,000
2029	704,040	129,488	833,528
Thereafter	8,286,700	—	8,286,700
	<u>\$ 11,794,780</u>	<u>\$ 331,661</u>	<u>\$ 12,126,441</u>

12. Income Taxes

Blackstone's net deferred tax assets relate primarily to basis differences resulting from a step-up in tax basis of certain assets at the time of its conversion to a corporation, as well as ongoing exchanges of units for common shares by founders and partners. As of September 30, 2025, Blackstone had a valuation allowance of \$34.6 million recorded against deferred tax assets.

Blackstone is subject to examination by the U.S. Internal Revenue Service and other taxing authorities where Blackstone has significant business operations such as the United Kingdom, and various state and local jurisdictions such as New York State and New York City. The tax years under examination vary by jurisdiction. Blackstone does not expect the completion of these audits to have a material impact on its financial condition, but it may be material to operating results for a particular period, depending on the operating results for that period. Blackstone believes the liability established for unrecognized tax benefits is adequate in relation to the potential for additional assessments. It is reasonably possible that changes in the balance of unrecognized tax benefits may occur within the next twelve months; however, it is not possible to reasonably estimate the expected change to the total amount of unrecognized tax benefits and the impact on Blackstone's effective tax rate over the next twelve months.

Blackstone Inc.
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As of September 30, 2025, the following are the major filing jurisdictions and their respective earliest open tax period subject to examination:

Jurisdiction	Year
U.S. Federal	2021
New York City	2009
New York State	2016
United Kingdom	2011

13. Earnings Per Share and Stockholders' Equity

Earnings Per Share

Basic and diluted net income per share of common stock for the three and nine months ended September 30, 2025 and 2024 was calculated as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net Income for Per Share of Common Stock Calculations				
Net Income Attributable to Blackstone Inc., Basic and Diluted	\$ 624,917	\$ 780,835	\$ 2,004,013	\$ 2,072,635
Shares/Units Outstanding				
Weighted-Average Shares of Common Stock Outstanding, Basic	782,633,394	768,230,595	778,978,328	765,747,924
Weighted-Average Shares of Unvested Deferred Restricted Common Stock	47,741	49,771	233,692	185,402
Weighted-Average Shares of Common Stock Outstanding, Diluted	782,681,135	768,280,366	779,212,020	765,933,326
Net Income Per Share of Common Stock				
Basic	\$ 0.80	\$ 1.02	\$ 2.57	\$ 2.71
Diluted	\$ 0.80	\$ 1.02	\$ 2.57	\$ 2.71
Dividends Declared Per Share of Common Stock (a)	\$ 1.03	\$ 0.82	\$ 3.40	\$ 2.59

(a) Dividends declared reflects the calendar date of the declaration for each distribution.

In computing the dilutive effect that the exchange of Blackstone Holdings Partnership Units would have on Net Income Per Share of Common Stock, Blackstone considered that net income available to holders of shares of common stock would increase due to the elimination of non-controlling interests in Blackstone Holdings, inclusive of any tax impact. The hypothetical conversion may be dilutive to the extent there is activity at the Blackstone Inc. level that has not previously been attributed to the non-controlling interests or if there is a change in tax rate as a result of a hypothetical conversion.

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The following table summarizes the anti-dilutive securities for the three and nine months ended September 30, 2025 and 2024:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Weighted-Average Blackstone Holdings Partnership Units	446,880,401	454,290,705	448,310,264	456,139,859

Share Repurchase Program

On July 16, 2024, Blackstone's board of directors authorized the repurchase of up to \$2.0 billion of common stock and Blackstone Holdings Partnership Units. Under the repurchase program, repurchases may be made from time to time in open market transactions, in privately negotiated transactions or otherwise. The timing and the actual number of shares repurchased will depend on a variety of factors, including legal requirements, price and economic and market conditions. The repurchase program may be changed, suspended or discontinued at any time and does not have a specified expiration date.

During the three and nine months ended September 30, 2025, Blackstone repurchased 0.2 million and 0.6 million shares of common stock at a total cost of \$34.9 million and \$93.7 million, respectively. During the three and nine months ended September 30, 2024, Blackstone repurchased 1.0 million and 3.7 million shares of common stock at a total cost of \$140.8 million and \$473.5 million, respectively. As of September 30, 2025, the amount remaining available for repurchases under the program was \$1.7 billion.

Shares Eligible for Dividends and Distributions

As of September 30, 2025, the total shares of common stock and Blackstone Holdings Partnership Units entitled to participate in dividends and distributions were as follows:

	Shares/Units
Common Stock Outstanding	747,812,724
Unvested Participating Common Stock	34,915,679
Total Participating Common Stock	782,728,403
Participating Blackstone Holdings Partnership Units	446,455,699
	<u>1,229,184,102</u>

14. Equity-Based Compensation

Blackstone has granted equity-based compensation awards to Blackstone's senior managing directors, non-partner professionals, non-professionals and selected external advisers under Blackstone's Amended and Restated 2007 Equity Incentive Plan (the "Equity Plan"). The Equity Plan allows for the granting of options, share appreciation rights or other share-based awards (shares, restricted shares, restricted shares of common stock, deferred restricted shares of common stock, phantom restricted shares of common stock or other share-based awards based in whole or in part on the fair value of shares of common stock or Blackstone Holdings Partnership Units) which may contain certain service or performance requirements. As of January 1, 2025, Blackstone had the ability to grant 174,967,230 shares under the Equity Plan.

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For the three and nine months ended September 30, 2025, Blackstone recorded compensation expense of \$303.3 million and \$1.1 billion, respectively, in relation to its equity-based awards with corresponding tax benefits of \$92.5 million and \$224.0 million, respectively. For the three and nine months ended September 30, 2024, Blackstone recorded compensation expense of \$264.2 million and \$885.9 million, respectively, in relation to its equity-based awards with corresponding tax benefits of \$65.0 million and \$192.9 million, respectively.

As of September 30, 2025, there was \$2.5 billion of estimated unrecognized compensation expense related to unvested awards, including compensation with performance conditions where it is probable that the performance condition will be met. This cost is expected to be recognized over a weighted-average period of 3.3 years.

Total vested and unvested outstanding shares, including common stock, Blackstone Holdings Partnership Units and deferred restricted shares of common stock, were 1,229,242,193 as of September 30, 2025. Total outstanding phantom shares were 82,839 as of September 30, 2025.

A summary of the status of Blackstone's unvested equity-based awards as of September 30, 2025 and of changes during the period January 1, 2025 through September 30, 2025 is presented below:

Unvested Shares/Units	Blackstone Holdings		Blackstone Inc.			
	Partnership Units	Weighted-Average Grant Date Fair Value	Equity Settled Awards		Cash Settled Awards	
			Deferred Restricted Shares of Common Stock	Weighted-Average Grant Date Fair Value	Phantom Shares	Weighted-Average Grant Date Fair Value
Balance, December 31, 2024	850,409	\$ 33.83	33,928,570	\$ 103.44	70,517	\$ 187.66
Granted	—	—	10,936,592	147.00	22,498	139.99
Vested	(623,521)	34.49	(13,036,395)	96.76	(20,955)	164.02
Forfeited	—	—	(1,197,962)	115.72	(4,028)	154.41
Balance, September 30, 2025	226,888	\$ 32.02	30,630,805	\$ 121.36	68,032	\$ 167.52

Shares/Units Expected to Vest

The following unvested shares and units, after expected forfeitures, as of September 30, 2025, are expected to vest:

	Shares/Units	Weighted-Average Service Period in Years
Blackstone Holdings Partnership Units	222,490	0.3
Deferred Restricted Shares of Common Stock	27,216,836	2.9
Total Equity-Based Awards	27,439,326	2.9
Phantom Shares	56,321	3.0

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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15. Related Party Transactions

Affiliate Receivables and Payables

Due from Affiliates and Due to Affiliates consisted of the following:

	September 30, 2025	December 31, 2024
Due from Affiliates		
Management Fees, Performance Revenues, Reimbursable Expenses and Other Receivables from Non-Consolidated Entities and Portfolio Companies	\$ 4,455,172	\$ 4,049,707
Due from Certain Non-Controlling Interest Holders and Blackstone Employees	1,181,464	1,191,527
Accrual for Potential Clawback of Previously Distributed Performance Allocations	209,207	168,081
	<u>\$ 5,845,843</u>	<u>\$ 5,409,315</u>
	September 30, 2025	December 31, 2024
Due to Affiliates		
Due to Certain Non-Controlling Interest Holders in Connection with the Tax Receivable Agreements	\$ 2,053,277	\$ 1,844,978
Due to Non-Consolidated Entities	221,137	208,537
Due to Certain Non-Controlling Interest Holders and Blackstone Employees	92,040	255,086
Accrual for Potential Repayment of Previously Received Performance Allocations	633,629	499,547
	<u>\$ 3,000,083</u>	<u>\$ 2,808,148</u>

Interests of the Founder, Senior Managing Directors, Employees and Other Related Parties

The Founder, senior managing directors, employees and certain other related parties invest on a discretionary basis in the consolidated Blackstone Funds both directly and through consolidated entities. These investments generally are subject to preferential management fee and performance allocation or incentive fee arrangements. As of September 30, 2025 and December 31, 2024, such investments aggregated \$2.2 billion and \$2.0 billion, respectively. Their share of the Net Income Attributable to Redeemable Non-Controlling and Non-Controlling Interests in Consolidated Entities aggregated to \$33.9 million and \$40.0 million for the three months ended September 30, 2025 and 2024, respectively, and \$138.5 million and \$113.1 million for the nine months ended September 30, 2025 and 2024, respectively.

Contingent Repayment Guarantee

Blackstone and its personnel who have received Performance Allocation distributions have guaranteed payment on a several basis (subject to a cap) to the carry funds of any clawback obligation with respect to the excess Performance Allocation allocated to the general partners of such funds and indirectly received thereby to the extent that either Blackstone or its personnel fails to fulfill its clawback obligation, if any. The Accrual for Potential Repayment of Previously Received Performance Allocations represents amounts previously paid to Blackstone Holdings and non-controlling interest holders that would need to be repaid to the Blackstone Funds if the carry funds were to be liquidated based on the fair value of their underlying investments as of September 30, 2025. See Note 16. "Commitments and Contingencies — Contingencies — Contingent Obligations (Clawback)."

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Tax Receivable Agreements

Blackstone used a portion of the proceeds from the IPO and other sales of shares to purchase interests in the predecessor businesses from the predecessor owners. In addition, holders of Blackstone Holdings Partnership Units may exchange their Blackstone Holdings Partnership Units for shares of Blackstone common stock on a one-for-one basis. The purchase and subsequent exchanges are expected to result in increases in the tax basis of the tangible and intangible assets of Blackstone Holdings and therefore reduce the amount of tax that Blackstone would otherwise be required to pay in the future.

Blackstone has entered into tax receivable agreements with each of the predecessor owners. In addition, others who acquire Blackstone Holdings Partnership Units, including senior managing directors, execute tax receivable agreements. The agreements provide for the payment by Blackstone Inc. to such owners of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax that Blackstone Inc. expects to realize as a result of the aforementioned increases in tax basis and of certain other tax benefits related to entering into these tax receivable agreements. For purposes of the tax receivable agreements, cash savings in income tax will be computed by comparing the actual income tax liability of the corporate taxpayers to the amount of such taxes that the corporate taxpayers would have been required to pay had there been no increase to the tax basis of the tangible and intangible assets of Blackstone Holdings as a result of the exchanges and had the corporate taxpayers not entered into the tax receivable agreements.

Assuming no future material changes in the relevant tax law and that the corporate taxpayers earn sufficient taxable income to realize the full tax benefit of the increased amortization of the assets, the expected future payments under the tax receivable agreements (which are taxable to the recipients) will aggregate \$2.1 billion over the next 15 years. The after-tax net present value of these estimated payments totals \$697.0 million assuming a 15% discount rate and using Blackstone's most recent projections relating to the estimated timing of the benefit to be received. Future payments under the tax receivable agreements in respect of subsequent exchanges would be in addition to these amounts. The payments under the tax receivable agreements are not conditioned upon continued ownership of Blackstone equity interests by the pre-IPO owners and the others mentioned above.

Amounts related to the deferred tax asset resulting from the increase in tax basis from the exchange of Blackstone Holdings Partnership Units to shares of Blackstone common stock, the resulting remeasurement of net deferred tax assets at the Blackstone ownership percentage at the balance sheet date, the due to affiliates for the future payments resulting from the tax receivable agreements and resulting adjustment to partners' capital are included as Deferred Tax Asset Effects from Equity Transactions in the Supplemental Disclosure of Non-Cash Investing and Financing Activities in the Consolidated Statements of Cash Flows.

Other

Blackstone does business with and on behalf of some of its Portfolio Companies; all such arrangements are on a negotiated basis.

Additionally, please see Note 16. "Commitments and Contingencies — Contingencies — Guarantees" for information regarding guarantees provided to a lending institution for certain loans held by employees.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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16. Commitments and Contingencies

Commitments

Investment Commitments

Blackstone had \$5.5 billion of investment commitments as of September 30, 2025 representing general partner capital funding commitments to the Blackstone Funds, limited partner capital funding to other funds and Blackstone principal investment commitments, including loan commitments. The consolidated Blackstone funds had signed investment commitments of \$749.7 million as of September 30, 2025, which includes \$85.9 million of signed investment commitments for portfolio company acquisitions in the process of closing.

Contingencies

Guarantees

Certain of Blackstone's consolidated real estate funds guarantee payments to third parties in connection with the ongoing business activities and/or acquisitions of their Portfolio Companies. There is no direct recourse to Blackstone to fulfill such obligations. To the extent that underlying funds are required to fulfill guarantee obligations, Blackstone's invested capital in such funds is at risk. Total investments at risk in respect of guarantees extended by consolidated real estate funds was \$33.7 million as of September 30, 2025.

The Blackstone Holdings Partnerships provided guarantees to lending institutions (a) for certain loans held by employees either for investment in Blackstone Funds or for members' capital contributions to Blackstone Europe LLP and (b) in connection with transaction-related borrowings by non-consolidated entities. The aggregate amount guaranteed as of September 30, 2025 was \$79.7 million.

Strategic Ventures

In December 2022 and January 2023, Blackstone entered into long-term strategic ventures ("UC strategic ventures") with the Regents of the University of California ("UC Investments"), an institutional investor that subscribed for \$4.5 billion of Blackstone Real Estate Income Trust, Inc. ("BREIT") Class I shares during the three months ended March 31, 2023. The UC strategic ventures provide a waterfall structure with UC Investments receiving an 11.25% target annualized net return on its \$4.5 billion investment in BREIT shares and upside from its investment. This target return, while not guaranteed, is supported by a pledge by Blackstone of \$1.1 billion of its holdings in BREIT as of the subscription dates, including any appreciation or dividends received by Blackstone in respect thereof. Pursuant to the UC strategic ventures, Blackstone is entitled to receive an incremental 5% cash payment from UC Investments on any returns received in excess of the target return.

In March 2025, Blackstone entered into a similar long-term strategic venture with an institutional investor as part of the investor's investment of €1.0 billion in a vehicle managed in the Real Estate segment. The long-term strategic venture provides for a target return of 9.25% supported by a pledge by Blackstone of €200 million of its holdings in a related vehicle.

For each such arrangement, an asset or liability is recognized based on fair value with the maximum potential future obligation in respect of the target return capped at the fair value of the assets pledged by Blackstone in connection with the respective arrangement. As of September 30, 2025, across both arrangements, the fair value of the total assets pledged was \$1.4 billion and the total liability recognized was \$1.1 billion.

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Litigation

Blackstone may from time to time be involved in litigation and claims incidental to the conduct of its business. Blackstone's businesses are also subject to extensive regulation, which may result in regulatory proceedings against Blackstone.

Blackstone accrues a liability for legal proceedings only when those matters present loss contingencies that are both probable and reasonably estimable. In such cases, there may be an exposure to loss in excess of any amounts accrued. Although there can be no assurance of the outcome of such legal actions, based on information known by management, Blackstone does not have any unaccrued liability related to any current legal proceeding or claim that would individually or in the aggregate materially affect its results of operations, financial position or cash flows.

In December 2017, eight pension plan members of the Kentucky Retirement System ("KRS") filed a derivative lawsuit on behalf of KRS in Franklin County Circuit Court in Kentucky (the "Mayberry Action"). Plaintiffs alleged breaches of fiduciary duty and other violations of Kentucky law in connection with KRS's investment in three hedge funds of funds, including a fund managed by Blackstone Alternative Asset Management L.P. ("BLP"). The suit named more than 30 defendants, including, among others, The Blackstone Group L.P. (now Blackstone Inc.); BLP; Stephen A. Schwarzman, as Chairman and CEO of Blackstone; and J. Tomilson Hill, as then-CEO of BLP (collectively, the "Blackstone Defendants"). In July 2020, the Kentucky Supreme Court directed the Circuit Court to dismiss the action for lack of standing.

In July 2020, the Kentucky Attorney General (the "AG") filed its own action asserting substantially identical claims against largely the same defendants (the "July 2020 Action"). In May 2024, the Court denied the Blackstone Defendants' and most other defendants' motions to dismiss the July 2020 Action. In April 2024, the AG amended its complaint, adding breach-of-contract claims against the fund manager defendants. Defendants moved to dismiss this amended complaint in June 2024. Those motions are pending.

In August 2022, KRS was ordered to disclose a 2021 report it commissioned to investigate the investment activities underlying the lawsuit. The report "did not find any violations of fiduciary duty or illegal activity by [BLP]," and quotes communications by KRS staff during the period of the investment recognizing that BLP was exceeding KRS's returns benchmark, providing KRS with "far fewer negative months than any liquid market comparable," and that BLP "[h]as killed it."

In January 2021, certain former plaintiffs in the Mayberry Action filed a separate action ("Taylor I") against the Blackstone Defendants and other defendants in the Mayberry Action, asserting substantially similar allegations as the AG's July 2020 action did, but styled as a direct class action. Taylor I was removed to the U.S. District Court for the Eastern District of Kentucky and stayed pending the outcome of the AG's July 2020 action.

In August 2021, a group of KRS members—including those that filed Taylor I—filed an action in Franklin County Circuit Court ("Taylor II") substantially similar to Taylor I, against the Blackstone Defendants, other defendants named in the Mayberry Action, and other KRS officials. The Court denied most defendants' motions to dismiss this action in May 2024. The Blackstone Defendants and the other fund manager defendants filed a petition for a writ of prohibition from that denial. In November 2024, the Kentucky Court of Appeals denied defendants' writ of prohibition, and defendants appealed to the Kentucky Supreme Court. Taylor II is stayed pending review of this appeal.

In April 2021, the AG filed an action (the "Declaratory Judgment Action") against BLP and the other fund manager defendants from the Mayberry Action in Franklin County Circuit Court, seeking a declaration that certain provisions in the subscription agreements with KRS violate the Kentucky Constitution. In August 2024, the Kentucky Supreme Court granted BLP's motion for discretionary review of the Circuit Court's grant of summary judgment to the AG. The appeal is pending.

Blackstone Inc.
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In July 2021, BLP filed a breach-of-contract action against defendants affiliated with KRS, alleging that the Mayberry Action and the Declaratory Judgment Action breach the parties' subscription agreements and seeking damages. In February 2024, the Kentucky Supreme Court granted BLP's motion for discretionary review of the Circuit Court's dismissal on ripeness grounds. The appeal is fully briefed and pending.

In January 2025, we and several other defendants entered into a settlement agreement with KRS and the Commonwealth of Kentucky to, subject to approval by the Franklin County Circuit Court and certain requirements, resolve all claims against these defendants in the AG's actions, resolve BLP's breach-of-contract claims, and bar all claims against the Blackstone Defendants in Taylor I and Taylor II without any admission of wrongdoing. The settlement includes an \$82.5 million cash settlement divided among several defendants, of which our portion is expected to be covered by insurance. In January 2025, the settling parties moved for court approval of the settlement. Taylor II plaintiffs objected. On May 12, 2025, the Court declined to enter an approval order, holding that the Court's approval is unnecessary and stating that the parties may settle as they see fit. Because an approval order was a condition to the settlement, the settlement agreement was terminated. While the parties are continuing their discussions, they have not reached a new settlement.

Our financial results for the nine months ended September 30, 2025 include an accrual for the estimated liability related to this matter.

Contingent Obligations (Clawback)

Performance Allocations are subject to clawback to the extent that the Performance Allocations received to date with respect to a fund exceeds the amount due to Blackstone based on cumulative results of that fund. The actual clawback liability, however, generally does not become realized until the end of a fund's life except for certain Blackstone funds, which may have an interim clawback liability. The lives of the funds, including available contemplated extensions, for which a liability for potential clawback obligations has been recorded for financial reporting purposes, are currently anticipated to expire at various points through 2036. Further extensions of such terms may be implemented under given circumstances.

For financial reporting purposes, when applicable, the general partners record a liability for potential clawback obligations to the limited partners of some of the funds due to changes in the unrealized value of a fund's remaining investments and where the fund's general partner has previously received Performance Allocation distributions with respect to such fund's realized investments.

The following table presents the clawback obligations by segment:

Segment	September 30, 2025			December 31, 2024		
	Blackstone Holdings	Current and Former Personnel (a)	Total (b)	Blackstone Holdings	Current and Former Personnel (a)	Total (b)
Real Estate	\$ 394,562	\$ 188,410	\$ 582,972	\$ 316,749	\$ 158,346	\$ 475,095
Private Equity	30,786	19,871	50,657	15,044	6,273	21,317
Credit & Insurance	—	—	—	1,468	1,667	3,135
	<u>\$ 425,348</u>	<u>\$ 208,281</u>	<u>\$ 633,629</u>	<u>\$ 333,261</u>	<u>\$ 166,286</u>	<u>\$ 499,547</u>

(a) The split of clawback between Blackstone Holdings and Current and Former Personnel is based on the performance of individual investments held by a fund rather than on a fund by fund basis.

(b) Total is a component of Due to Affiliates. See Note 15. "Related Party Transactions — Affiliate Receivables and Payables — Due to Affiliates."

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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During the nine months ended September 30, 2025, the Blackstone general partners paid cash clawback obligations of \$5.1 million related to funds in the Credit & Insurance and Private Equity segments, of which \$2.6 million was paid by Blackstone Holdings and \$2.5 million by current and former Blackstone personnel.

For Private Equity, Real Estate, and certain Credit & Insurance Funds, a portion of the Performance Allocations paid to current and former Blackstone personnel is held in segregated accounts in the event of a cash clawback obligation. These segregated accounts are not included in the condensed consolidated financial statements of Blackstone, except to the extent a portion of the assets held in the segregated accounts may be allocated to a consolidated Blackstone fund of hedge funds. At September 30, 2025, \$1.2 billion was held in segregated accounts for the purpose of meeting any clawback obligations of current and former personnel if such payments are required.

In the Credit & Insurance segment, payment of Performance Allocations to Blackstone by the majority of the stressed/distressed, mezzanine and credit alpha strategies funds are substantially deferred under the terms of the partnership agreements. This deferral mitigates the need to hold funds in segregated accounts in the event of a cash clawback obligation.

If, at September 30, 2025, all of the investments held by Blackstone's carry funds were deemed worthless, a possibility that management views as remote, the amount of Performance Allocations subject to potential clawback would be \$8.2 billion, on an after-tax basis where applicable, of which Blackstone Holdings is potentially liable for \$7.5 billion if current and former Blackstone personnel default on their share of the liability, a possibility that management also views as remote.

17. Segment Reporting

Blackstone conducts its alternative asset management businesses through four segments:

- Real Estate – Blackstone's Real Estate segment primarily comprises its management of opportunistic real estate funds, Core+ real estate funds, and real estate debt strategies.
- Private Equity – Blackstone's Private Equity segment includes its management of flagship Corporate Private Equity funds, sector and geographically-focused Corporate Private Equity funds, core private equity funds, an opportunistic investment platform, a secondary funds business and GP Stakes, infrastructure-focused funds, a life sciences investment platform, a growth equity investment platform, investment platforms offering eligible individual investors access to Blackstone's private equity and infrastructure capabilities, a multi-asset investment program for eligible high net worth investors and a capital markets services business.
- Credit & Insurance – Blackstone's Credit & Insurance segment consists principally of Blackstone Credit & Insurance, which is organized into three overarching strategies: private corporate credit, liquid corporate credit and infrastructure and asset based credit. In addition, the segment includes an insurer-focused platform.
- Multi-Asset Investing – Blackstone's Multi-Asset Investing segment is organized into four investment platforms: Absolute Return, Multi-Strategy, Total Portfolio Management, and Public Real Assets.

These business segments are differentiated by their various investment strategies. Each of the segments primarily earns its income from management fees and investment returns on assets under management. Blackstone's chief operating decision makers are its Chief Executive Officer and Co-Founder and its President and Chief Operating Officer.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Segment Distributable Earnings is Blackstone's segment profitability measure used to make operating decisions and assess performance across Blackstone's four segments.

Segment Distributable Earnings represents the net realized earnings of Blackstone's segments and is the sum of Fee Related Earnings and Net Realizations for each segment. Blackstone's segments are presented on a basis that deconsolidates Blackstone Funds, eliminates non-controlling ownership interests in Blackstone's consolidated operating partnerships, removes the amortization of intangible assets and removes Transaction-Related and Non-Recurring Items. Transaction-Related and Non-Recurring Items arise from corporate actions including acquisitions, divestitures, Blackstone's initial public offering and non-recurring gains, losses, or other charges, if any. They consist primarily of equity-based compensation charges, gains and losses on contingent consideration arrangements, changes in the balance of the tax receivable agreement resulting from a change in tax law or similar event, transaction costs, gains or losses associated with these corporate actions and non-recurring gains, losses or other charges that affect period-to-period comparability and are not reflective of Blackstone's operational performance.

For segment reporting purposes, Segment Distributable Earnings is presented along with its major components, Fee Related Earnings and Net Realizations. Fee Related Earnings is used to assess Blackstone's ability to generate profits from revenues that are measured and received on a recurring basis and not subject to future realization events. Net Realizations is the sum of Realized Principal Investment Income and Realized Performance Revenues less Realized Performance Compensation. Performance Allocations and Incentive Fees are presented together and referred to collectively as Performance Revenues or Performance Compensation.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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Segment Presentation

The following tables present the financial data for Blackstone's four segments for the three months ended September 30, 2025 and 2024:

	Three Months Ended September 30, 2025				
	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total Segments
Management and Advisory Fees, Net					
Base Management Fees	\$ 670,774	\$ 628,402	\$ 483,078	\$ 137,448	\$ 1,919,702
Transaction, Advisory and Other Fees, Net	21,238	106,903	27,062	1,008	156,211
Management Fee Offsets	(3,213)	(17,915)	(12,965)	—	(34,093)
Total Management and Advisory Fees, Net	688,799	717,390	497,175	138,456	2,041,820
Fee Related Performance Revenues	124,647	126,652	201,719	—	453,018
Fee Related Compensation	(168,377)	(231,915)	(218,425)	(39,374)	(658,091)
Other Operating Expenses	(95,228)	(120,743)	(113,120)	(26,979)	(356,070)
Fee Related Earnings	549,841	491,384	367,349	72,103	1,480,677
Realized Performance Revenues	132,792	559,383	40,124	12,654	744,953
Realized Performance Compensation	(69,623)	(205,967)	(21,123)	(5,929)	(302,642)
Realized Principal Investment Income	5,303	26,686	29,855	691	62,535
Total Net Realizations	68,472	380,102	48,856	7,416	504,846
Total Segment Distributable Earnings	\$ 618,313	\$ 871,486	\$ 416,205	\$ 79,519	\$ 1,985,523

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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	Three Months Ended September 30, 2024				
	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total Segments
Management and Advisory Fees, Net					
Base Management Fees	\$ 672,260	\$ 511,355	\$ 407,947	\$ 119,379	\$ 1,710,941
Transaction, Advisory and Other Fees, Net	24,810	45,592	11,164	940	82,506
Management Fee Offsets	(1,524)	(4,127)	(1,062)	—	(6,713)
Total Management and Advisory Fees, Net	695,546	552,820	418,049	120,319	1,786,734
Fee Related Performance Revenues	72,428	5,868	185,805	—	264,101
Fee Related Compensation	(166,567)	(169,059)	(181,586)	(37,643)	(554,855)
Other Operating Expenses	(100,739)	(96,660)	(97,756)	(25,668)	(320,823)
Fee Related Earnings	500,668	292,969	324,512	57,008	1,175,157
Realized Performance Revenues	78,022	216,643	42,926	5,078	342,669
Realized Performance Compensation	(44,761)	(94,800)	(16,489)	(1,520)	(157,570)
Realized Principal Investment Income	6,421	9,028	24,239	715	40,403
Total Net Realizations	39,682	130,871	50,676	4,273	225,502
Total Segment Distributable Earnings	\$ 540,350	\$ 423,840	\$ 375,188	\$ 61,281	\$ 1,400,659

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

The following tables present the financial data for Blackstone's four segments as of September 30, 2025 and for the nine months ended September 30, 2025 and 2024:

	September 30, 2025 and the Nine Months Then Ended				
	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total Segments
Management and Advisory Fees, Net					
Base Management Fees	\$ 2,008,529	\$ 1,811,914	\$ 1,393,958	\$ 389,092	\$ 5,603,493
Transaction, Advisory and Other Fees, Net	103,104	270,111	56,522	3,473	433,210
Management Fee Offsets	(10,694)	(36,545)	(35,634)	—	(82,873)
Total Management and Advisory Fees, Net	2,100,939	2,045,480	1,414,846	392,565	5,953,830
Fee Related Performance Revenues	252,040	379,887	587,056	—	1,218,983
Fee Related Compensation	(509,111)	(702,159)	(640,348)	(123,771)	(1,975,389)
Other Operating Expenses	(265,557)	(335,937)	(316,824)	(76,870)	(995,188)
Fee Related Earnings	1,578,311	1,387,271	1,044,730	191,924	4,202,236
Realized Performance Revenues	195,389	1,318,436	219,114	25,158	1,758,097
Realized Performance Compensation	(102,532)	(573,932)	(92,051)	(11,675)	(780,190)
Realized Principal Investment Income	8,449	55,721	143,558	2,138	209,866
Total Net Realizations	101,306	800,225	270,621	15,621	1,187,773
Total Segment Distributable Earnings	\$ 1,679,617	\$ 2,187,496	\$ 1,315,351	\$ 207,545	\$ 5,390,009
Segment Assets	\$ 12,033,463	\$ 18,340,438	\$ 9,144,607	\$ 2,019,507	\$ 41,538,015

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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	Nine Months Ended September 30, 2024				
	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total Segments
Management and Advisory Fees, Net					
Base Management Fees	\$ 2,052,223	\$ 1,454,183	\$ 1,149,811	\$ 351,020	\$ 5,007,237
Transaction, Advisory and Other Fees, Net	129,140	118,721	31,200	2,919	281,980
Management Fee Offsets	(7,921)	(4,026)	(2,947)	(80)	(14,974)
Total Management and Advisory Fees, Net	2,173,442	1,568,878	1,178,064	353,859	5,274,243
Fee Related Performance Revenues	202,992	14,571	519,106	—	736,669
Fee Related Compensation	(525,540)	(489,686)	(532,658)	(113,961)	(1,661,845)
Other Operating Expenses	(282,879)	(274,131)	(270,680)	(75,233)	(902,923)
Fee Related Earnings	1,568,015	819,632	893,832	164,665	3,446,144
Realized Performance Revenues	181,461	1,048,314	149,293	42,883	1,421,951
Realized Performance Compensation	(91,919)	(495,042)	(59,548)	(15,142)	(661,651)
Realized Principal Investment Income (Loss)	15,667	37,182	31,311	(17,247)	66,913
Total Net Realizations	105,209	590,454	121,056	10,494	827,213
Total Segment Distributable Earnings	\$ 1,673,224	\$ 1,410,086	\$ 1,014,888	\$ 175,159	\$ 4,273,357

Reconciliations of Total Segment Amounts

The following tables reconcile the Total Segment Revenues, Expenses and Distributable Earnings to their equivalent GAAP measure for the three and nine months ended September 30, 2025 and 2024 along with Total Assets as of September 30, 2025:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenues				
Total GAAP Revenues	\$ 3,088,635	\$ 3,663,194	\$ 10,089,993	\$ 10,147,403
Less: Unrealized Performance Revenues (a)	215,872	(1,154,905)	(360,585)	(1,723,080)
Less: Unrealized Principal Investment (Income) Loss (b)	216,084	90,254	(239,266)	(314,597)
Less: Interest and Dividend Revenue (c)	(107,538)	(109,595)	(305,348)	(312,433)
Less: Other Revenue (d)	(28,702)	96,329	270,016	32,041
Impact of Consolidation (e)	(72,580)	(151,369)	(304,154)	(329,402)
Transaction-Related and Non-Recurring Items (f)	(9,607)	(415)	(10,354)	(1,241)
Intersegment Eliminations	162	414	474	1,085
Total Segment Revenue (g)	\$ 3,302,326	\$ 2,433,907	\$ 9,140,776	\$ 7,499,776

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Expenses				
Total GAAP Expenses	\$ 1,750,687	\$ 1,896,096	\$ 5,577,722	\$ 5,319,209
Less: Unrealized Performance Allocations Compensation (h)	31,547	(465,099)	(224,630)	(747,679)
Less: Equity-Based Compensation (i)	(301,562)	(262,798)	(1,084,882)	(875,973)
Less: Interest Expense (j)	(126,090)	(111,326)	(369,073)	(327,390)
Impact of Consolidation (e)	(26,316)	(13,466)	(84,303)	(54,667)
Amortization of Intangibles (k)	(7,333)	(7,333)	(21,999)	(21,999)
Transaction-Related and Non-Recurring Items (f)	(195)	(21)	(30,147)	(58,006)
Administrative Fee Adjustment (l)	(4,097)	(3,219)	(12,395)	(8,161)
Intersegment Eliminations	162	414	474	1,085
Total Segment Expenses (m)	<u>\$ 1,316,803</u>	<u>\$ 1,033,248</u>	<u>\$ 3,750,767</u>	<u>\$ 3,226,419</u>
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Other Income				
Total GAAP Other Income (Loss)	\$ 108,634	\$ 42,842	\$ 302,539	\$ 70,009
Impact of Consolidation (e)	(108,634)	(42,842)	(302,539)	(70,009)
Total Segment Other Income	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Income Before Provision for Taxes				
Total GAAP Income Before Provision for Taxes	\$ 1,446,582	\$ 1,809,940	\$ 4,814,810	\$ 4,898,203
Less: Unrealized Performance Revenues (a)	215,872	(1,154,905)	(360,585)	(1,723,080)
Less: Unrealized Principal Investment (Income) Loss (b)	216,084	90,254	(239,266)	(314,597)
Less: Interest and Dividend Revenue (c)	(107,538)	(109,595)	(305,348)	(312,433)
Less: Other Revenue (d)	(28,702)	96,329	270,016	32,041
Plus: Unrealized Performance Allocations Compensation (h)	(31,547)	465,099	224,630	747,679
Plus: Equity-Based Compensation (i)	301,562	262,798	1,084,882	875,973
Plus: Interest Expense (j)	126,090	111,326	369,073	327,390
Impact of Consolidation (e)	(154,898)	(180,745)	(522,390)	(344,744)
Amortization of Intangibles (k)	7,333	7,333	21,999	21,999
Transaction-Related and Non-Recurring Items (f)	(9,412)	(394)	19,793	56,765
Administrative Fee Adjustment (l)	4,097	3,219	12,395	8,161
Total Segment Distributable Earnings	<u>\$ 1,985,523</u>	<u>\$ 1,400,659</u>	<u>\$ 5,390,009</u>	<u>\$ 4,273,357</u>

	As of September 30, 2025
Total Assets	
Total GAAP Assets	\$ 46,554,290
Impact of Consolidation (e)	(5,016,275)
Total Segment Assets	<u>\$ 41,538,015</u>

Segment basis presents revenues and expenses on a basis that deconsolidates the investment funds Blackstone manages and excludes the amortization of intangibles and Transaction-Related and Non-Recurring Items.

- (a) This adjustment removes Unrealized Performance Revenues on a segment basis.
- (b) This adjustment removes Unrealized Principal Investment Income (Loss) on a segment basis.
- (c) This adjustment removes Interest and Dividend Revenue on a segment basis.
- (d) This adjustment removes Other Revenue on a segment basis. For the three months ended September 30, 2025 and 2024, Other Revenue on a GAAP basis was \$28.7 million and \$(96.3) million, and included \$28.7 million and \$(96.7) million of foreign exchange gains (losses), respectively. For the nine months ended September 30, 2025 and 2024, Other Revenue on a GAAP basis was \$(270.0) million and \$(31.9) million, and included \$(270.6) million and \$(32.6) million of foreign exchange gains (losses), respectively.
- (e) This adjustment reverses the effect of consolidating Blackstone Funds, which are excluded from Blackstone's segment presentation. This adjustment includes the elimination of Blackstone's interest in these funds, the removal of amounts attributable to the reimbursement of certain expenses by the Blackstone Funds and certain NAV-based fee arrangements, which are presented on a gross basis under GAAP but as a reduction of Management and Advisory Fees, Net in the Total Segment measures, and the removal of amounts associated with the ownership of Blackstone consolidated operating partnerships held by non-controlling interests.

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Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
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- (f) This adjustment removes Transaction-Related and Non-Recurring Items, which are excluded from Blackstone's segment presentation. Transaction-Related and Non-Recurring Items arise from corporate actions including acquisitions, divestitures, Blackstone's initial public offering and non-recurring gains, losses, or other charges, if any. They consist primarily of equity-based compensation charges, gains and losses on contingent consideration arrangements, changes in the balance of the tax receivable agreement resulting from a change in tax law or similar event, transaction costs, gains or losses associated with these corporate actions and non-recurring gains, losses or other charges that affect period to period comparability and are not reflective of Blackstone's operational performance.
- (g) Total Segment Revenues is comprised of the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Total Segment Management and Advisory Fees, Net	\$ 2,041,820	\$ 1,786,734	\$ 5,953,830	\$ 5,274,243
Total Segment Fee Related Performance Revenues	453,018	264,101	1,218,983	736,669
Total Segment Realized Performance Revenues	744,953	342,669	1,758,097	1,421,951
Total Segment Realized Principal Investment Income	62,535	40,403	209,866	66,913
Total Segment Revenues	\$ 3,302,326	\$ 2,433,907	\$ 9,140,776	\$ 7,499,776

- (h) This adjustment removes Unrealized Performance Allocations Compensation.
- (i) This adjustment removes Equity-Based Compensation on a segment basis.
- (j) This adjustment adds back Interest Expense on a segment basis, excluding interest expense related to the tax receivable agreement.
- (k) This adjustment removes the amortization of transaction-related intangibles, which are excluded from Blackstone's segment presentation.
- (l) This adjustment adds an amount equal to an administrative fee collected on a quarterly basis from certain holders of Blackstone Holdings Partnership Units. The administrative fee is accounted for as a capital contribution under GAAP, but is reflected as a reduction of Other Operating Expenses in Blackstone's segment presentation.
- (m) Total Segment Expenses is comprised of the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Total Segment Fee Related Compensation	\$ 658,091	\$ 554,855	\$ 1,975,389	\$ 1,661,845
Total Segment Realized Performance Compensation	302,642	157,570	780,190	661,651
Total Segment Other Operating Expenses	356,070	320,823	995,188	902,923
Total Segment Expenses	\$ 1,316,803	\$ 1,033,248	\$ 3,750,767	\$ 3,226,419

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Reconciliations of Total Segment Components

The following tables reconcile the components of Total Segments to their equivalent GAAP measures, reported on the Condensed Consolidated Statements of Operations for the three and nine months ended September 30, 2025 and 2024:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Management and Advisory Fees, Net				
GAAP	\$ 2,056,248	\$ 1,794,894	\$ 5,996,060	\$ 5,309,355
Segment Adjustment (a)	(14,428)	(8,160)	(42,230)	(35,112)
Total Segment	\$ 2,041,820	\$ 1,786,734	\$ 5,953,830	\$ 5,274,243
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
GAAP Realized Performance Revenues to Total Segment Fee Related Performance Revenues				
GAAP				
Incentive Fees	\$ 200,675	\$ 191,794	\$ 587,914	\$ 559,434
Investment Income - Realized Performance Allocations	997,296	414,755	2,389,166	1,598,913
GAAP	1,197,971	606,549	2,977,080	2,158,347
Total Segment				
Less: Realized Performance Revenues	(744,953)	(342,669)	(1,758,097)	(1,421,951)
Segment Adjustment (b)	—	221	—	273
Total Segment	\$ 453,018	\$ 264,101	\$ 1,218,983	\$ 736,669

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
GAAP Compensation to Total Segment Fee Related Compensation				
GAAP				
Compensation	\$ 845,659	\$ 732,041	\$ 2,745,379	\$ 2,293,491
Incentive Fee Compensation	61,882	73,464	186,274	224,310
Realized Performance Allocations Compensation	354,765	169,740	927,846	689,370
GAAP	1,262,306	975,245	3,859,499	3,207,171
Total Segment				
Less: Realized Performance Compensation	(302,642)	(157,570)	(780,190)	(661,651)
Less: Equity-Based Compensation - Fee Related Compensation	(296,506)	(259,265)	(1,067,054)	(864,205)
Less: Equity-Based Compensation - Performance Compensation	(5,056)	(3,533)	(17,828)	(11,768)
Segment Adjustment (c)	(11)	(22)	(19,038)	(7,702)
Total Segment	\$ 658,091	\$ 554,855	\$ 1,975,389	\$ 1,661,845
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
GAAP General, Administrative and Other to Total Segment Other Operating Expenses				
GAAP				
Segment Adjustment (d)	\$ 383,580	\$ 340,945	\$ 1,076,770	\$ 1,022,823
Total Segment	\$ 356,070	\$ 320,823	\$ 995,188	\$ 902,923
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Realized Performance Revenues				
GAAP				
Incentive Fees	\$ 200,675	\$ 191,794	\$ 587,914	\$ 559,434
Investment Income - Realized Performance Allocations	997,296	414,755	2,389,166	1,598,913
GAAP	1,197,971	606,549	2,977,080	2,158,347
Total Segment				
Less: Fee Related Performance Revenues	(453,018)	(264,101)	(1,218,983)	(736,669)
Segment Adjustment (b)	—	221	—	273
Total Segment	\$ 744,953	\$ 342,669	\$ 1,758,097	\$ 1,421,951

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Realized Performance Compensation				
GAAP				
Incentive Fee Compensation	\$ 61,882	\$ 73,464	\$ 186,274	\$ 224,310
Realized Performance Allocation Compensation	354,765	169,740	927,846	689,370
GAAP	416,647	243,204	1,114,120	913,680
Total Segment				
Less: Fee Related Performance Compensation (e)	(108,949)	(82,101)	(316,102)	(240,261)
Less: Equity-Based Compensation - Performance Compensation	(5,056)	(3,533)	(17,828)	(11,768)
Total Segment	\$ 302,642	\$ 157,570	\$ 780,190	\$ 661,651

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Realized Principal Investment Income				
GAAP	\$ 152,652	\$ 95,235	\$ 435,365	\$ 247,877
Segment Adjustment (f)	(90,117)	(54,832)	(225,499)	(180,964)
Total Segment	\$ 62,535	\$ 40,403	\$ 209,866	\$ 66,913

Segment basis presents revenues and expenses on a basis that deconsolidates the investment funds Blackstone manages and excludes the amortization of intangibles, the expense of equity-based awards and Transaction-Related and Non-Recurring Items.

- (a) Represents (1) the add back of net management fees earned from consolidated Blackstone funds which have been eliminated in consolidation, and (2) the removal of amounts attributable to the reimbursement of certain expenses by the Blackstone Funds and certain NAV-based fee arrangements, which are presented on a gross basis under GAAP but as a reduction of Management and Advisory Fees, Net in the Total Segment measures.
- (b) Represents the add back of Performance Revenues earned from consolidated Blackstone funds which have been eliminated in consolidation.
- (c) Represents the removal of Transaction-Related and Non-Recurring Items that are not recorded in the Total Segment measures.
- (d) Represents the (1) removal of Transaction-Related and Non-Recurring Items that are not recorded in the Total Segment measures, (2) removal of amounts attributable to certain expenses that are reimbursed by the Blackstone Funds and certain NAV-based fee arrangements, which are presented on a gross basis under GAAP but as a reduction of Management and Advisory Fees, Net in the Total Segment measures, and (3) a reduction equal to an administrative fee collected on a quarterly basis from certain holders of Blackstone Holdings Partnership Units which is accounted for as a capital contribution under GAAP, but is reflected as a reduction of Other Operating Expenses in Blackstone's segment presentation.
- (e) Fee related performance compensation may include equity-based compensation based on fee related performance revenues.
- (f) Represents (1) the add back of Principal Investment Income, including general partner income, earned from consolidated Blackstone funds which have been eliminated in consolidation, and (2) the removal of amounts associated with the ownership of Blackstone consolidated operating partnerships held by non-controlling interests.

Blackstone Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited) - Continued
(All Dollars are in Thousands, Except Share and Per Share Data, Except Where Noted)

18. Subsequent Events

On October 16, 2025, Blackstone entered into an amended and restated \$4.325 billion Revolving Credit Facility. The Revolving Credit Facility amends and restates Blackstone's existing revolving credit facility to, among other things, extend the maturity date from December 15, 2028 to October 16, 2030 and increase the aggregate required minimum amount of fee generating assets under management. For additional information see Note 11. "Borrowings".

On November 3, 2025, Blackstone issued \$600 million aggregate principal amount of senior notes due November 3, 2030 and \$600 million aggregate principal amount of senior notes due February 15, 2036 pursuant to a Registration Statement on Form S-3. For additional information see Note 11. "Borrowings".

Item 1A. Unaudited Supplemental Presentation of Statements of Financial Condition

Blackstone Inc.
Unaudited Consolidating Statements of Financial Condition
(Dollars in Thousands)

	September 30, 2025			
	Consolidated Operating Partnerships	Consolidated Blackstone Funds (a)	Reclasses and Eliminations	Consolidated
Assets				
Cash and Cash Equivalents	\$ 2,430,690	\$ —	\$ —	\$ 2,430,690
Cash Held by Blackstone Funds and Other	—	401,558	—	401,558
Investments	27,205,816	5,507,078	(1,184,451)	31,528,443
Accounts Receivable	537,167	6,042	—	543,209
Due from Affiliates	5,567,076	346,296	(67,529)	5,845,843
Intangible Assets, Net	140,458	—	—	140,458
Goodwill	1,890,202	—	—	1,890,202
Other Assets	893,301	7,281	—	900,582
Right-of-Use Assets	773,030	—	—	773,030
Deferred Tax Assets	2,100,275	—	—	2,100,275
Total Assets	\$ 41,538,015	\$ 6,268,255	\$ (1,251,980)	\$ 46,554,290
Liabilities and Equity				
Loans Payable	\$ 11,674,606	\$ 328,044	\$ —	\$ 12,002,650
Due to Affiliates	2,833,839	236,034	(69,790)	3,000,083
Accrued Compensation and Benefits	6,385,958	—	—	6,385,958
Operating Lease Liabilities	886,135	—	—	886,135
Accounts Payable, Accrued Expenses and Other Liabilities	2,854,341	63,682	—	2,918,023
Total Liabilities	24,634,879	627,760	(69,790)	25,192,849
Redeemable Non-Controlling Interests in Consolidated Entities	3	1,476,209	—	1,476,212
Equity				
Common Stock	7	—	—	7
Series I Preferred Stock	—	—	—	—
Series II Preferred Stock	—	—	—	—
Additional Paid-in-Capital	8,214,078	1,156,268	(1,156,268)	8,214,078
Retained Earnings	184,040	25,922	(25,922)	184,040
Accumulated Other Comprehensive Income (Loss)	(51,568)	45,966	—	(5,602)
Non-Controlling Interests in Consolidated Entities	4,226,827	2,936,130	—	7,162,957
Non-Controlling Interests in Blackstone Holdings	4,329,749	—	—	4,329,749
Total Equity	16,903,133	4,164,286	(1,182,190)	19,885,229
Total Liabilities and Equity	\$ 41,538,015	\$ 6,268,255	\$ (1,251,980)	\$ 46,554,290

Blackstone Inc.
Unaudited Consolidating Statements of Financial Condition - Continued
(Dollars in Thousands)

	December 31, 2024			
	Consolidated Operating Partnerships	Consolidated Blackstone Funds (a)	Reclasses and Eliminations	Consolidated
Assets				
Cash and Cash Equivalents	\$ 1,972,140	\$ —	\$ —	\$ 1,972,140
Cash Held by Blackstone Funds and Other	—	204,052	—	204,052
Investments	26,791,383	3,890,732	(881,549)	29,800,566
Accounts Receivable	191,937	45,993	—	237,930
Due from Affiliates	5,436,866	21,089	(48,640)	5,409,315
Intangible Assets, Net	165,243	—	—	165,243
Goodwill	1,890,202	—	—	1,890,202
Other Assets	938,052	9,807	—	947,859
Right-of-Use Assets	838,620	—	—	838,620
Deferred Tax Assets	2,003,948	—	—	2,003,948
Total Assets	\$ 40,228,391	\$ 4,171,673	\$ (930,189)	\$ 43,469,875
Liabilities and Equity				
Loans Payable	\$ 11,233,468	\$ 87,488	\$ —	\$ 11,320,956
Due to Affiliates	2,582,178	276,789	(50,819)	2,808,148
Accrued Compensation and Benefits	6,087,700	—	—	6,087,700
Operating Lease Liabilities	965,742	—	—	965,742
Accounts Payable, Accrued Expenses and Other Liabilities	2,723,551	68,763	—	2,792,314
Total Liabilities	23,592,639	433,040	(50,819)	23,974,860
Redeemable Non-Controlling Interests in Consolidated Entities	1	801,398	—	801,399
Equity				
Common Stock	7	—	—	7
Series I Preferred Stock	—	—	—	—
Series II Preferred Stock	—	—	—	—
Additional Paid-in-Capital	7,444,561	878,014	(878,014)	7,444,561
Retained Earnings	808,079	1,356	(1,356)	808,079
Accumulated Other Comprehensive Loss	(20,590)	(19,736)	—	(40,326)
Non-Controlling Interests in Consolidated Entities	4,077,342	2,077,601	—	6,154,943
Non-Controlling Interests in Blackstone Holdings	4,326,352	—	—	4,326,352
Total Equity	16,635,751	2,937,235	(879,370)	18,693,616
Total Liabilities and Equity	\$ 40,228,391	\$ 4,171,673	\$ (930,189)	\$ 43,469,875

(a) The Consolidated Blackstone Funds consisted of the following:

Blackstone Annex Onshore Fund L.P.**
Blackstone Horizon Fund L.P.

BTD CP Holdings LP
Blackstone Dislocation Fund L.P.
Blackstone European Property Income Fund (Master) FCP
Blackstone European Property Income Fund SICAV
BEPIF (Aggregator) SCSp
Blackstone Infrastructure Partners Europe F (CYM) L.P.**
Blackstone Infrastructure Partners Europe Lower Fund 1 (LUX) SCSp**
Infrastructure Investments L.P.
Blackstone Infrastructure Strategies L.P.**
BXCI ECX DevCo Lender 2 LLC*
BXCI Irving Aggregator LP*
Blackstone Chengu (Shanghai) Private Fund Partnership*
Clover Credit Partners CLO III, Ltd.**
Hieroglyphs L.P.*
Private equity side-by-side investment vehicles
Real estate side-by-side investment vehicles

* Consolidated as of September 30, 2025 only

** Consolidated as of December 31, 2024 only

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with Blackstone Inc.'s condensed consolidated financial statements and the related notes included within this Quarterly Report on Form 10-Q.

In this report, references to "Blackstone," the "Company," "we," "us" or "our" refer to Blackstone Inc. and its consolidated subsidiaries.

Our Business

Blackstone is the world's largest alternative asset manager. We generate revenue from fees earned pursuant to contractual arrangements with funds, fund investors and fund portfolio companies (including management, transaction and monitoring fees), and from capital markets services. We also invest in the funds we manage and we are entitled to a pro-rata share of the income of the fund (a "pro-rata allocation"). In addition to a pro-rata allocation, and assuming certain investment returns are achieved, we are entitled to a disproportionate allocation of the income otherwise allocable to the limited partners, commonly referred to as carried interest ("Performance Allocations"). In certain investment fund structures, we receive a contractual incentive fee from the fund based on achieving certain investment returns (an "Incentive Fee," and together with Performance Allocations, "Performance Revenues"). The composition of our revenues will vary based on market conditions and the cyclicity of the different business units we operate. Net investment gains and investment income generated by Blackstone Funds are driven by the performance of underlying investments in such funds as well as overall market conditions. Fair values are affected by changes in the fundamentals of our funds' portfolio companies and other investments, the industries in which they operate, the overall economy and other market conditions.

Our business is organized into four segments:

Real Estate

Our Real Estate business is a global leader in real estate investing and operates as one globally integrated business, with investments across the globe, including in the Americas, Europe and Asia. Our real estate investment teams seek to utilize our global expertise and presence to generate attractive risk-adjusted returns for our investors.

Our Blackstone Real Estate Partners (“BREP”) business is geographically diversified and targets a broad range of opportunistic real estate and real estate-related investments. The BREP platform includes global funds as well as funds focused specifically on Europe or Asia investments. BREP seeks to invest thematically in high-quality assets, focusing where we see outsized growth potential driven by global economic and demographic trends. BREP has made significant investments in logistics, data centers, rental housing, hospitality, office and retail properties around the world, as well as in a variety of real estate operating companies.

Our Core+ real estate strategy invests in substantially stabilized real estate globally, primarily through perpetual capital vehicles. The strategy includes our (a) Blackstone Property Partners (“BPP”) funds, which are focused on high-quality assets in the Americas, Europe and Asia and (b) non-listed real estate investment trust (“REIT”) Blackstone Real Estate Income Trust, Inc. (“BREIT”) and Blackstone European Property Income (“BEPIF”) vehicles, which provide income-focused individual investors access to institutional quality real estate primarily in the Americas and Europe, respectively.

Our Blackstone Real Estate Debt Strategies (“BREDS”) platform primarily targets real estate-related debt investment opportunities. BREDS invests in both public and private markets, primarily in the U.S. and Europe. BREDS’ scale and investment mandates enable it to provide a variety of lending options for our borrowers and investment options for our investors, including commercial real estate mortgage loans and liquid real estate-related debt securities. The BREDS platform includes high-yield real estate debt funds, liquid real estate debt funds, capital managed on behalf of our Credit & Insurance segment, and Blackstone Mortgage Trust, Inc. (“BXMT”), a NYSE-listed mortgage REIT.

Private Equity

Our Private Equity segment includes: (a) Private Equity Strategies (described below), (b) Infrastructure, which includes (1) our infrastructure-focused funds for institutional investors with a primary focus on the U.S. and Europe (Blackstone Infrastructure Partners or “BIP”) and (2) a private wealth-focused platform offering eligible individual investors access to our infrastructure capabilities (Blackstone Infrastructure Strategies or “BXINFRA”), (c) our secondaries business (“Secondaries”), which includes Strategic Partners Fund Solutions (“Strategic Partners”) and our GP Stakes business (“Blackstone GP Stakes” or “BXGP”), (d) our capital markets services business (Blackstone Capital Markets or “BXCM”) and (e) a private wealth-focused platform offering eligible individuals exposure to certain of Blackstone’s key illiquid investment strategies through a single commitment (Blackstone Total Alternatives Solution or “BTAS”).

Our Private Equity Strategies include: (a) our Corporate Private Equity business (described below), (b) our opportunistic investment platform that invests flexibly across asset classes, industries and geographies (Blackstone Tactical Opportunities or “Tactical Opportunities”), (c) our life sciences investment platform (Blackstone Life Sciences or “Bxls”), (d) our growth equity investment platform (Blackstone Growth or “BXG”) and (e) a private wealth-focused platform offering eligible individual investors access to Blackstone’s private equity capabilities (Blackstone Private Equity Strategies Fund or “BXPE”).

Our Corporate Private Equity business consists of: (a) our global private equity funds (Blackstone Capital Partners or “BCP”), (b) our Asia-focused private equity funds (Blackstone Capital Partners Asia or “BCP Asia”), (c) our sector-focused funds, including our energy- and energy transition-focused funds (Blackstone Energy Transition Partners or “BETP”) and (d) our core private equity funds (Blackstone Core Equity Partners or “BCEP”).

We are a global leader in private equity investing. Our Corporate Private Equity business pursues transactions across industries on a global basis. It strives to create value by investing in great businesses where our capital, strategic insight, global relationships and operational support can drive transformation. Corporate Private Equity’s investment strategies and core themes continually evolve in anticipation of, or in response to, changes in the global economy, local markets, regulation, capital flows and geopolitical trends. We seek to construct a

differentiated portfolio of investments with a well-defined, post-acquisition value creation strategy. Similarly, we seek investments that can generate strong unlevered returns regardless of entry or exit cycle timing. BCEP pursues control-oriented investments in high-quality companies with durable businesses and seeks to offer a lower level of risk and a longer hold period than traditional private equity.

Tactical Opportunities pursues a thematically driven, opportunistic investment strategy. Our flexible, global mandate enables us to find differentiated opportunities across asset classes, industries and geographies and invest behind them with the frequent use of structure to generate attractive risk-adjusted returns. Tactical Opportunities' ability to dynamically shift focus to the most compelling opportunities in any market environment, combined with the business' expertise in structuring complex transactions, enables Tactical Opportunities to invest in attractive market areas, often with securities that provide downside protection and maintain upside return.

BXLS invests across the life cycle of companies and products within the life sciences sector. BXLS primarily focuses on investments in life sciences products in late-stage clinical development within the pharmaceutical, biotechnology and medical technology sectors.

BXG seeks to deliver attractive risk-adjusted returns by investing in dynamic, growth-stage businesses, with a focus on the consumer, consumer technology, enterprise solutions, financial services and healthcare sectors.

BXPE invests primarily in privately negotiated, equity-oriented investments, leveraging Blackstone's private equity talent and investment capabilities to create an attractive portfolio of alternative investments diversified across geographies and sectors.

BIP targets a diversified mix of core+, core and public-private partnership investments across all infrastructure sectors, including energy infrastructure, transportation, digital infrastructure and water and waste. BIP applies a disciplined, operationally intensive investment approach to investments, seeking to apply a long-term buy-and-hold strategy to large-scale infrastructure assets with a focus on delivering stable, long-term capital appreciation together with a predictable annual cash flow yield. BXINFRA invests primarily in infrastructure equity, secondaries and credit strategies, leveraging Blackstone's infrastructure talent and investment capabilities to create an attractive portfolio of alternative infrastructure investments.

Strategic Partners is a total fund solutions provider. As a secondary investor, it acquires interests in high-quality private funds from original holders seeking liquidity. Strategic Partners focuses on a range of opportunities in underlying funds such as private equity, real estate, infrastructure, venture and growth capital, credit and other types of funds, as well as general partner-led transactions and primary investments and co-investments with financial sponsors. Strategic Partners also provides investment advisory services to separately managed account clients investing in primary and secondary investments in private funds and co-investments. Blackstone GP Stakes 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.

Credit & Insurance

Our Credit & Insurance segment ("BXCI") offers its clients and borrowers a comprehensive solution across corporate and asset based credit, including investment grade and non-investment grade. BXCI is one of the largest credit managers and CLO managers in the world. The investment portfolios BXCI's credit platform manages or sub-advises consist primarily of loans and securities of non-investment and investment grade companies spread across the capital structure including senior debt, subordinated debt, preferred stock and common equity.

BXCI is organized into three overarching credit investing strategies: private corporate credit, liquid corporate credit and infrastructure and asset based credit. The private corporate credit strategies include mezzanine and direct lending funds, private placement strategies, stressed/distressed strategies and SMAs. The direct lending funds include Blackstone Private Credit Fund ("BCRED"), Blackstone Secured Lending Fund ("BXSL"), both of which are business development companies ("BDCs"), as well as Blackstone European Private Credit Fund ("ECRED").

The liquid corporate credit strategies consist of CLOs, closed-ended funds, open-ended funds, systematic strategies and SMAs. The infrastructure and asset based credit strategies include energy strategies (including our sustainable resources platform) and asset based finance strategies focused on privately originated, income-oriented credit assets secured by physical, financial or residential real estate collateral.

Our insurance platform focuses on providing full investment management services for insurance and reinsurance accounts, seeking to deliver customized and diversified portfolios consisting primarily of investment grade credit, including through Blackstone's private credit origination capabilities. Through this platform, we provide our clients tailored portfolio construction, strategic asset allocation and specialized analytical tools. While focusing on policyholder protection, we seek to achieve risk-managed, liability-matched and capital-efficient returns, as well as diversification and capital preservation. We also provide similar services to clients through SMAs or by sub-managing assets for certain insurance-dedicated funds and special purpose vehicles.

Multi-Asset Investing

Our Multi-Asset Investing segment ("BXMA") is the world's largest discretionary allocator to hedge funds and seeks to grow investors' assets through investment strategies designed to deliver, primarily through the public markets, compelling risk-adjusted returns.

BXMA is organized into four investment platforms: Absolute Return, Multi-Strategy, Total Portfolio Management and Public Real Assets. Absolute Return manages a broad range of commingled and customized portfolios and aims to generate consistent returns across market environments. Multi-Strategy aims to generate strong risk-adjusted returns through opportunistic, asset-class agnostic investing. Total Portfolio Management manages large-scale total portfolios across asset classes in both public and private markets. The Public Real Assets platform is managed by Harvest Fund Advisors LLC ("Harvest"), which primarily invests in publicly traded energy infrastructure, renewables and master limited partnerships holding midstream energy assets in North America.

Business Environment

Blackstone's businesses are materially affected by conditions in the financial markets and economic conditions in the U.S., Europe, Asia and, to a lesser extent, elsewhere in the world.

Most major equity markets appreciated in the third quarter of 2025, driven by positive economic data, accommodative central bank actions, and growing optimism over easing trade tensions. The S&P 500 Index delivered a total return of 8.1%, led by the information technology and telecommunications sectors, which gained 13.2% and 12.0%, respectively. The consumer staples sector, however, was the worst performing sector, declining 2.4%. Equity market volatility declined, with the CBOE Volatility Index (VIX) declining 2.7% from the second quarter of 2025. In credit markets, the S&P Leveraged Loan Index generated a total return of 1.8% and the ICE Bank of America High Yield Bond Index returned 2.4%. High yield spreads tightened by 23 basis points, while year-to-date issuance increased 9.6% year-over-year.

The U.S. federal government shutdown effective October 1, 2025 has resulted in the unavailability of certain economic data for the third quarter of 2025, including GDP, labor market and personal consumption expenditures index data. Among the available data, the September Consumer Price Index was up 3.0% year-over-year and 0.3% from August, putting annual inflation at a rate of 3.0%. Although this represents a significant moderation of inflation compared to recent years, the overall rate has remained steadily above the Federal Reserve's target of 2.0%. The Federal Reserve lowered the federal funds target range by 25 basis points in September 2025, followed by an additional 25 basis points to 3.75-4.00% subsequent to quarter end in October 2025, the lowest level in three years. The ten-year U.S. Treasury yield decreased 8 basis points in the quarter to 4.15% and further declined following quarter end to 4.08% as of October 31, 2025. Three-month SOFR decreased 21 basis points in the quarter to 4.24%.

Capital markets activity levels in the U.S. expanded dramatically in the third quarter of 2025, with U.S. initial public offering volumes and announced merger and acquisition deal volumes up approximately 100% and 64% year-over-year, respectively.

Outside of the U.S., most major central banks maintained their monetary policies. The Bank of England lowered its bank rate by 25 basis points in August 2025 to 4.00% but left the rate unchanged in September 2025. Inflation in the U.K. increased slightly to 3.8% year-over-year in September 2025 compared to 3.6% in June 2025. The European Central Bank held its deposit facility rate steady in the quarter at 2.0%. Eurozone inflation increased slightly to 2.2% year-over-year in September 2025, compared to 2.0% in June 2025. The Bank of Japan also left its policy rate unchanged in the quarter at 0.50%.

Overall, despite the limited availability of data regarding the condition of the U.S. economy, resiliency in recent quarters and declines in interest rates have contributed to improved investor sentiment, stronger capital markets and increased transaction activity in the quarter.

For additional information on the potential impact on each of our business segments of the conditions described above see “—Segment Analysis.”

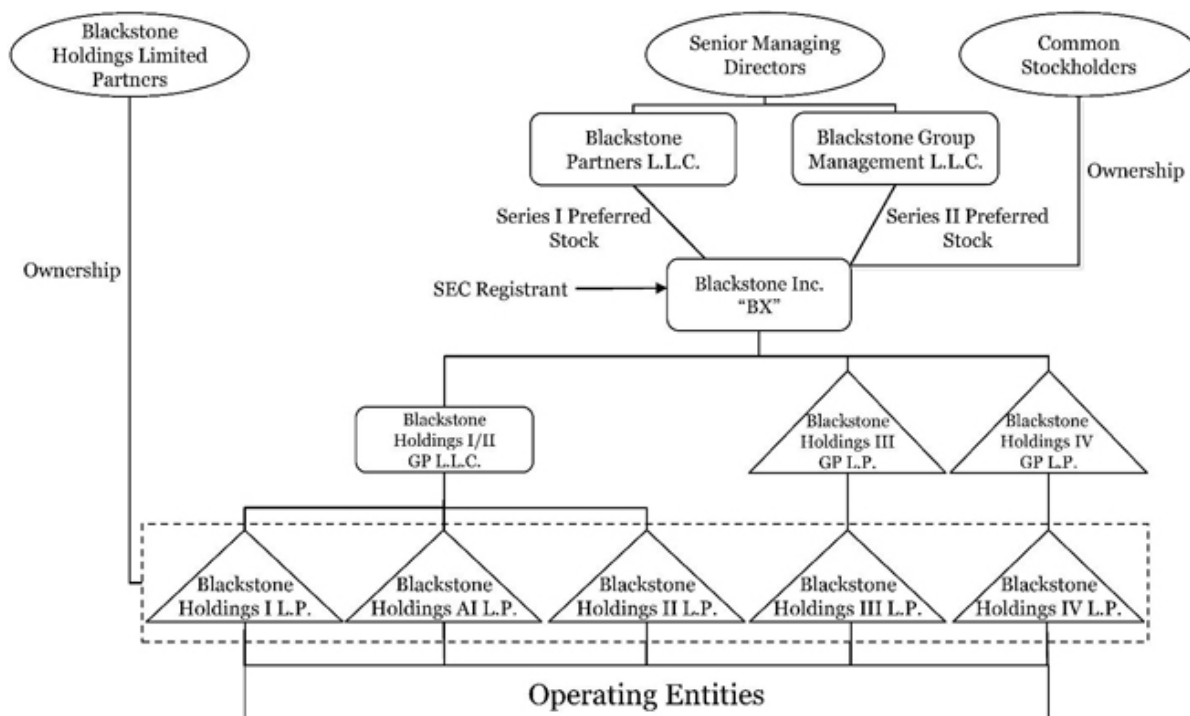
Notable Transactions

On October 16, 2025, Blackstone entered into an amended and restated \$4.325 billion revolving credit facility (the “Revolving Credit Facility”). The Revolving Credit Facility amends and restates Blackstone’s existing revolving credit facility to, among other things, extend the maturity date from December 15, 2028 to October 16, 2030 and increase the aggregate required minimum amount of fee generating assets under management. For additional information see Note 11. “Borrowings” in the “Notes to Consolidated Financial Statements” in “— Item 1. Financial Statements and Supplementary Data.”

On November 3, 2025, Blackstone, through its subsidiary Blackstone Reg Finance Co. L.L.C., issued \$600 million aggregate principal amount 4.300% senior notes due November 3, 2030 (the “Registered 2030 Notes”), and \$600 million aggregate principal amount of 4.950% senior notes due February 15, 2036 (the “Registered 2036 Notes”) and, together with the Registered 2030 Notes, (the “Registered Notes”), pursuant to a Registration Statement on Form S-3. Blackstone intends to use the net proceeds from the sale of the Registered Notes for general corporate purposes. For additional information see Note 11. “Borrowings” in the “Notes to Consolidated Financial Statements” in “— Item 1. Financial Statements and Supplementary Data” and “—Liquidity and Capital Resources —Sources and Uses of Liquidity.”

Organizational Structure

The simplified diagram below depicts our current organizational structure. The diagram does not depict all of our subsidiaries, including intermediate holding companies through which certain of the subsidiaries depicted are held.



Key Financial Measures and Indicators

We manage our business using certain financial measures and key operating metrics since we believe these metrics measure the productivity of our investment activities. We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP"). See "—Item 1. Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 2. Summary of Significant Accounting Policies" and "—Critical Accounting Policies." Our key non-GAAP financial measures and operating indicators and metrics are discussed below.

Distributable Earnings

Distributable Earnings is derived from Blackstone's segment reported results. Distributable Earnings is used to assess performance and amounts available for dividends to Blackstone stockholders, including Blackstone personnel and others who are limited partners of the Blackstone Holdings Partnerships. Distributable Earnings is the sum of Segment Distributable Earnings plus Net Interest and Dividend Income (Loss) less Taxes and Related Payables. Distributable Earnings excludes unrealized activity and is derived from and reconciled to, but not equivalent to, its most directly comparable GAAP measure of Income (Loss) Before Provision (Benefit) for Taxes. See "—Non-GAAP Financial Measures" for our reconciliation of Distributable Earnings.

Net Interest and Dividend Income (Loss) is presented on a segment basis and is equal to Interest and Dividend Revenue less Interest Expense, adjusted for the impact of consolidation of Blackstone Funds, and interest expense associated with the tax receivable agreement.

Taxes and Related Payables represent the total GAAP tax provision adjusted to include only the current tax provision (benefit) calculated on Income (Loss) Before Provision (Benefit) for Taxes and including the payable under the tax receivable agreement. Further, the current tax provision utilized when calculating Taxes and Related Payables and Distributable Earnings reflects the benefit of deductions available to the company on certain expense items that are excluded from the underlying calculation of Segment Distributable Earnings and Total Segment Distributable Earnings, such as equity-based compensation charges and certain Transaction-Related and Non-Recurring Items where there is a current tax provision or benefit. The economic assumptions and methodologies that impact the implied income tax provision are the same as those methodologies and assumptions used in calculating the current income tax provision for Blackstone's Consolidated Statements of Operations under GAAP, excluding the impact of divestitures and accrued tax contingency related liabilities or refunds which are reflected when paid or received. The Payable under the Tax Receivable Agreement reflects the expected amount of tax savings generated in the period that parties to the Tax Receivable Agreement are entitled to receive in future periods. Management believes that including the amount payable under the tax receivable agreement and utilizing the current income tax provision adjusted as described above when calculating Distributable Earnings is meaningful as it increases comparability between periods and more accurately reflects earnings that are available for distribution to stockholders.

Segment Distributable Earnings

Segment Distributable Earnings is Blackstone's segment profitability measure used to make operating decisions and assess performance across Blackstone's four segments. Blackstone believes it is useful to stockholders to review the measure that management uses in assessing segment performance. Segment Distributable Earnings represents the net realized earnings of Blackstone's segments and is the sum of Fee Related Earnings and Net Realizations for each segment. Blackstone's segments are presented on a basis that deconsolidates Blackstone Funds, eliminates non-controlling ownership interests in Blackstone's consolidated operating partnerships, removes the amortization of intangible assets and removes Transaction-Related and Non-Recurring Items. Transaction-Related and Non-Recurring Items arise from corporate actions including acquisitions, divestitures, Blackstone's initial public offering and non-recurring gains, losses, or other charges, if any. They consist primarily of equity-based compensation charges, gains and losses on contingent consideration arrangements, changes in the balance of the tax receivable agreement resulting from a change in tax law or similar event, transaction costs, gains or losses associated with these corporate actions and non-recurring gains, losses or other charges that affect period-to-period comparability and are not reflective of Blackstone's operational performance. Segment Distributable Earnings excludes unrealized activity and is derived from and reconciled to, but not equivalent to, its most directly comparable GAAP measure of Income (Loss) Before Provision (Benefit) for Taxes. See "—Non-GAAP Financial Measures" for our reconciliation of Segment Distributable Earnings.

Net Realizations is presented on a segment basis and is the sum of Realized Principal Investment Income and Realized Performance Revenues (which refers to Realized Performance Revenues excluding Fee Related Performance Revenues), less Realized Performance Compensation (which refers to Realized Performance Compensation excluding Fee Related Performance Compensation and Equity-Based Performance Compensation).

Realized Performance Compensation reflects an increase, pursuant to a separate compensation program, in the aggregate Realized Performance Compensation paid to certain of our professionals above the amounts allocable to them based upon the percentage participation in the relevant performance plans previously awarded to them. The expectation is that for the full year 2025, Fee Related Compensation will be decreased by the total amount of additional Performance Compensation awarded for the year in respect of this compensation program. During the three and nine months ended September 30, 2025, Realized Performance Compensation increased by

\$31.1 million and \$78.2 million, respectively, and Fee Related Compensation decreased by \$13.2 million and \$60.0 million, respectively. These changes to Realized Performance Compensation and Fee Related Compensation reduced Net Realizations, increased Fee Related Earnings and had a negative impact to Income Before Provision for Taxes and Distributable Earnings in the three and nine months ended September 30, 2025. These changes are not expected to impact Income Before Provision for Taxes and Distributable Earnings for the year ending December 31, 2025. These changes had an impact on individual quarters in 2024, but did not impact Income Before Provision for Taxes and Distributable Earnings for the year ended December 31, 2024.

Fee Related Earnings

Fee Related Earnings is a performance measure used to assess Blackstone's ability to generate profits from revenues that are measured and received on a recurring basis and not subject to future realization events. Blackstone believes Fee Related Earnings is useful to stockholders as it provides insight into the profitability of the portion of Blackstone's business that is not dependent on realization activity. Fee Related Earnings equals management and advisory fees (net of management fee reductions and offsets) plus Fee Related Performance Revenues, less (a) Fee Related Compensation on a segment basis and (b) Other Operating Expenses. Fee Related Earnings is derived from and reconciled to, but not equivalent to, its most directly comparable GAAP measure of Income (Loss) Before Provision (Benefit) for Taxes. See "—Non-GAAP Financial Measures" for our reconciliation of Fee Related Earnings.

Fee Related Compensation is presented on a segment basis and refers to the compensation expense, excluding Equity-Based Compensation, directly related to (a) Management and Advisory Fees, Net and (b) Fee Related Performance Revenues, referred to as Fee Related Performance Compensation.

Fee Related Performance Revenues refers to the realized portion of Performance Revenues from Perpetual Capital that are (a) measured and received on a recurring basis and (b) not dependent on realization events from the underlying investments.

Other Operating Expenses is presented on a segment basis and is equal to General, Administrative and Other Expenses, adjusted to (a) remove transaction-related and non-recurring items that arise from corporate actions including acquisitions, divestitures, Blackstone's initial public offering and non-recurring gains, losses or other charges, if any, (b) remove certain expenses reimbursed by the Blackstone Funds which are netted against Management and Advisory Fees, Net in Blackstone's segment presentation and (c) give effect to an administrative fee collected on a quarterly basis from certain holders of Blackstone Holdings Partnership Units. The administrative fee is accounted for as a capital contribution under GAAP, but is reflected as a reduction of Other Operating Expenses in Blackstone's segment presentation.

Adjusted Earnings Before Interest, Taxes and Depreciation and Amortization

Adjusted Earnings Before Interest, Taxes and Depreciation and Amortization ("Adjusted EBITDA"), is a supplemental measure used to assess performance derived from Blackstone's segment results and may be used to assess its ability to service its borrowings. Adjusted EBITDA represents Distributable Earnings plus the addition of (a) Interest Expense on a segment basis, (b) Taxes and Related Payables and (c) Depreciation and Amortization. Adjusted EBITDA is derived from and reconciled to, but not equivalent to, its most directly comparable GAAP measure of Income (Loss) Before Provision (Benefit) for Taxes. See "—Non-GAAP Financial Measures" for our reconciliation of Adjusted EBITDA.

Net Accrued Performance Revenues

Net Accrued Performance Revenues is a non-GAAP financial measure Blackstone believes is useful to stockholders as an indicator of potential future realized performance revenues based on the current investment portfolio of the funds and vehicles we manage. Net Accrued Performance Revenues represents the accrued performance revenues receivable by Blackstone, net of the related accrued performance compensation payable by Blackstone, excluding performance revenues that have been realized but not yet distributed as of the reporting date and clawback amounts, if any. Net Accrued Performance Revenues is derived from and reconciled to, but not equivalent to, its most directly comparable GAAP measure of Investments. See “—Non-GAAP Financial Measures” for our reconciliation of Net Accrued Performance Revenues and Note 2. “Summary of Significant Accounting Policies — Equity Method Investments” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements” for additional information on the calculation of Investments — Accrued Performance Allocations.

Operating Metrics

The alternative asset management business is primarily based on managing third-party capital and does not require substantial capital investment to support rapid growth. Since our inception, we have developed and used various key operating metrics to assess and monitor the operating performance of our various alternative asset management businesses in order to monitor the effectiveness of our value-creating strategies.

Total and Fee-Earning Assets Under Management

“Total Assets Under Management” refers to the invested and available capital in Blackstone-managed or advised vehicles (including, without limitation, investment funds and SMAs). The Total Assets Under Management attributable to an individual vehicle is dependent on the structure and investment strategy of such vehicle and accordingly, will vary from vehicle to vehicle. Total Assets Under Management generally equals the sum of the following across Blackstone-managed or advised vehicles, as applicable:

- (a) a vehicle’s invested capital at fair value which, as applicable, is measured as (1) total investments measured at fair value, or gross asset values, each of which may include the fair value of investments purchased with leverage under certain credit facilities, (2) net asset value, or (3) amount of debt and equity outstanding or aggregate par amount of assets, including principal cash for CLOs, and
- (b) a vehicle’s available capital, if any, which represents (1) uncalled commitments made by investors and (2) available borrowing capacity under certain credit facilities.

Uncalled commitments represent the capital we are entitled to call from investors pursuant to the terms of their respective capital commitments, including capital commitments to funds that have yet to commence their investment periods. Drawdown funds, perpetual capital vehicles, co-investment vehicles, and SMAs can each be structured with a commitment from an investor that is called over time as opposed to fully funded upon subscription.

Assets may be raised in one vehicle or business unit and subsequently invested in or managed or advised by another vehicle or business unit. Total Assets Under Management are reported in the segment where the assets are managed.

Our measurement of Total Assets Under Management includes commitments to, and the fair value of, invested capital in our funds from Blackstone and our personnel. Our calculation of Total Assets Under Management may differ from the calculations of other asset managers, and as a result this measure may not be comparable to similar measures presented by other asset managers. Our definition of Total Assets Under Management differs from the manner in which affiliated investment advisors report regulatory assets under management and may differ from the definition set forth in the agreements governing the vehicles we manage or advise.

“Fee-Earning Assets Under Management” refers to the portion of Total Assets Under Management on which we are entitled to earn management fees and/or performance revenues. The Fee-Earning Assets Under Management attributable to an individual vehicle is driven by the basis on which fees are earned and accordingly, will vary from vehicle to vehicle. Fee-Earning Assets Under Management generally equals the sum of the following across Blackstone-managed or advised vehicles, as applicable: (a) net asset value, (b) committed capital and remaining invested capital during the investment period and post-investment period, respectively, (c) invested capital (including leverage to the extent management fee-eligible), (d) gross asset value, (e) fair value of investments, or (f) the aggregate par amount of collateral assets, including principal cash, of CLOs.

Assets may be raised in one vehicle or business unit and subsequently invested in or managed or advised by another vehicle or business unit. Fee-Earning Assets Under Management are reported in the segment where the Total Assets Under Management are reported to the extent fee-paying to Blackstone.

While Fee-Earning Assets Under Management generally reflects Total Assets Under Management on which we are entitled to earn management fees, Fee-Earning Assets Under Management may also include Total Assets Under Management on which we are entitled to earn only performance revenues. Our calculation of Fee-Earning Assets Under Management may differ from the calculations of other asset managers, and as a result this measure may not be comparable to similar measures presented by other asset managers. Our definition of Fee-Earning Assets Under Management may differ from the definition set forth in the agreements governing the vehicles that we manage or advise.

Commitment-based drawdown structured funds generally do not permit investors to redeem their interests at their election. Certain of our open-ended vehicles generally afford an investor the right to withdraw or redeem their interests on a periodic basis (for example, annually, quarterly or monthly), typically with 2 to 95 days’ notice, depending on the fund and the liquidity profile of the underlying assets. In our perpetual capital vehicles where redemption rights exist, redemption requests are required to be fulfilled only (a) in Blackstone’s or the vehicles’ board’s discretion, as applicable, (b) to the extent there is sufficient new capital, or (c) where such required redemptions are limited in quantum, such as interval funds or in certain insurance-dedicated vehicles. Investment advisory agreements related to certain SMAs in our Credit & Insurance and Multi-Asset Investing segments, excluding SMAs in our insurance platform, may generally be terminated by an investor on 15 to 95 days’ notice. SMAs in our insurance platform can generally only be terminated for long-term underperformance, cause and certain other limited circumstances, in each case subject to Blackstone’s right to cure.

Perpetual Capital

“Perpetual Capital” refers to the component of assets under management with an indefinite term, that is not in liquidation, and for which there is no requirement to return capital to investors through redemption requests in the ordinary course of business, except where funded by new capital inflows or where required redemptions are limited in quantum. Perpetual Capital includes co-investment capital with an investor right to convert into Perpetual Capital.

In our Perpetual Capital vehicles where redemption rights exist, redemption requests are required to be fulfilled only (a) in Blackstone’s or the vehicles’ board’s discretion, as applicable, (b) to the extent there is sufficient new capital, or (c) where such required redemptions are limited in quantum, such as interval funds or in certain insurance-dedicated vehicles. Perpetual Capital includes co-investment capital with an investor right to convert into Perpetual Capital. We believe this measure is useful to stockholders as it represents capital we manage that has a longer duration and the ability to generate recurring revenues in a different manner than traditional fund structures.

Dry Powder

Dry Powder represents the amount of capital available for investment or reinvestment, including general partner and employee capital, and is an indicator of the capital we have available for future investments. We believe this measure is useful to stockholders as it provides insight into the extent to which capital is available for Blackstone to deploy capital into investment opportunities as they arise.

Invested Performance Eligible Assets Under Management

Invested Performance Eligible Assets Under Management represents invested capital at fair value on which performance revenues could be earned if certain hurdles are met. We believe Invested Performance Eligible Assets Under Management is useful to stockholders as it provides insight into the capital deployed that has the potential to generate performance revenues.

Recent Tax Developments

On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”) was signed into law. The OBBBA provides for significant U.S. tax law changes including making permanent key elements of the Tax Cuts and Jobs Act, including 100% bonus depreciation, domestic research cost expensing, and the business interest expense limitation. Prior to the enactment of the OBBBA, these provisions were set to sunset on December 31, 2025. Blackstone does not believe the extension of these provisions, or other provisions contained in the OBBBA, will materially impact its financial statements. For further discussion of potential consequences of changes in tax regulations, please see “Part I. Item 1A. Risk Factors – Risks Related to Our Business – Changes in U.S. and foreign taxation of businesses and other tax laws, regulations or treaties or an adverse interpretation of these items by tax authorities could adversely affect us, including by adversely impacting our effective tax rate and tax liability.” in our Annual Report on Form 10-K for the year ended December 31, 2024.

On July 29, 2025, the U.S. Internal Revenue Service (“IRS”) issued guidance which provides for a simplified approach to the calculation of the corporate alternative minimum tax (“CAMT”). Based on the available guidance, Blackstone does not believe CAMT will materially impact its Provision for Taxes.

Consolidated Results of Operations

Following is a discussion of our consolidated results of operations. For a more detailed discussion of the factors that affected the results of our four business segments (which are presented on a basis that deconsolidates the investment funds, eliminates non-controlling ownership interests in Blackstone’s consolidated operating partnerships and removes the amortization of intangible assets and Transaction-Related and Non-Recurring Items) in these periods, see “—Segment Analysis” below.

The following table sets forth information regarding our consolidated results of operations and certain key operating metrics for the three and nine months ended September 30, 2025 and 2024:

	Three Months Ended September 30,		2025 vs. 2024		Nine Months Ended September 30,		2025 vs. 2024	
	2025	2024	\$	%	2025	2024	\$	%
(Dollars in Thousands)								
Revenues								
Management and Advisory Fees, Net	\$ 2,056,248	\$ 1,794,894	\$ 261,354	15%	\$ 5,996,060	\$ 5,309,355	\$ 686,705	13%
Incentive Fees	200,675	191,794	8,881	5%	587,914	559,434	28,480	5%
Investment Income (Loss)								
Performance Allocations								
Realized	997,296	414,755	582,541	140%	2,389,166	1,598,913	790,253	49%
Unrealized	(215,818)	1,154,918	(1,370,736)	n/m	360,666	1,723,090	(1,362,424)	-79%
Principal Investments								
Realized	152,652	95,235	57,417	60%	435,365	247,877	187,488	76%
Unrealized	(238,658)	(1,864)	(236,794)	n/m	285,446	427,983	(142,537)	-33%
Total Investment Income (Loss)	695,472	1,663,044	(967,572)	-58%	3,470,643	3,997,863	(527,220)	-13%
Interest and Dividend Revenue	107,538	109,774	(2,236)	-2%	305,347	312,612	(7,265)	-2%
Other	28,702	(96,312)	125,014	n/m	(269,971)	(31,861)	(238,110)	747%
Total Revenues	3,088,635	3,663,194	(574,559)	-16%	10,089,993	10,147,403	(57,410)	-1%
Expenses								
Compensation and Benefits								
Compensation	845,659	732,041	113,618	16%	2,745,379	2,293,491	451,888	20%
Incentive Fee Compensation	61,882	73,464	(11,582)	-16%	186,274	224,310	(38,036)	-17%
Performance Allocations Compensation								
Realized	354,765	169,740	185,025	109%	927,846	689,370	238,476	35%
Unrealized	(31,547)	465,099	(496,646)	n/m	224,630	747,679	(523,049)	-70%
Total Compensation and Benefits	1,230,759	1,440,344	(209,585)	-15%	4,084,129	3,954,850	129,279	3%
General, Administrative and Other	383,580	340,945	42,635	13%	1,076,770	1,022,823	53,947	5%
Interest Expense	126,288	111,337	14,951	13%	380,225	328,156	52,069	16%
Fund Expenses	10,060	3,470	6,590	190%	36,598	13,380	23,218	174%
Total Expenses	1,750,687	1,896,096	(145,409)	-8%	5,577,722	5,319,209	258,513	5%
Other Income								
Net Gains from Fund Investment Activities	108,634	42,842	65,792	154%	302,539	70,009	232,530	332%
Total Other Income	108,634	42,842	65,792	154%	302,539	70,009	232,530	332%
Income Before Provision for Taxes	1,446,582	1,809,940	(363,358)	-20%	4,814,810	4,898,203	(83,393)	-2%
Provision for Taxes	209,657	245,303	(35,646)	-15%	742,978	789,220	(46,242)	-6%
Net Income	1,236,925	1,564,637	(327,712)	-21%	4,071,832	4,108,983	(37,151)	-1%
Net Income (Loss) Attributable to Redeemable Non-Controlling Interests in Consolidated Entities	29,008	(22,184)	51,192	n/m	55,117	(61,595)	116,712	n/m
Net Income Attributable to Non-Controlling Interests in Consolidated Entities	125,890	202,929	(77,039)	-38%	467,273	406,339	60,934	15%
Net Income Attributable to Non-Controlling Interests in Blackstone Holdings	457,110	603,057	(145,947)	-24%	1,545,429	1,691,604	(146,175)	-9%
Net Income Attributable to Blackstone Inc.	\$ 624,917	\$ 780,835	\$ (155,918)	-20%	\$ 2,004,013	\$ 2,072,635	\$ (68,622)	-3%

n/m Not meaningful.

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Revenues

Revenues were \$3.1 billion for the three months ended September 30, 2025, a decrease of \$574.6 million compared to \$3.7 billion for the three months ended September 30, 2024. The decrease in Revenues was primarily attributable to a decrease of \$967.6 million in Investment Income (Loss). The decrease in Investment Income (Loss) was primarily attributable to a decrease of \$1.6 billion in Unrealized Investment Income, partially offset by increases of \$640.0 million in Realized Investment Income and \$261.4 million in Management and Advisory Fees, Net.

The \$1.6 billion decrease in Unrealized Investment Income was primarily attributable to net unrealized depreciation of investments in the three months ended September 30, 2025 compared to net unrealized appreciation of investments the three months ended September 30, 2024. The principal driver was:

- A decrease of \$1.1 billion in our Private Equity segment primarily attributable to lower unrealized appreciation of investments in certain Corporate Private Equity funds in the three months ended September 30, 2025 compared to the three months ended September 30, 2024. Corporate Private Equity funds appreciated 2.5% in the three months ended September 30, 2025 compared to 6.2% in the three months ended September 30, 2024.

The \$640.0 million increase in Realized Investment Income was primarily attributable to higher realized gains in the three months ended September 30, 2025 compared to the three months ended September 30, 2024. The principal driver was:

- An increase of \$481.2 million in our Private Equity segment primarily attributable to realizations in Secondaries, related to the sale of an interest in the GP Stakes portfolio, and Tactical Opportunities, as well as crystallization of performance revenues for BIP and BXPE.

The \$261.4 million increase in Management and Advisory Fees, Net was primarily attributable to an increase in our Private Equity segment of \$164.6 million. The increase in our Private Equity segment was primarily attributable to increased deal activity in BXCM, fee holiday expirations of BCP IX and BETP IV and an increase in Fee-Earning Assets Under Management in BXPE and BIP.

Expenses

Expenses were \$1.8 billion for the three months ended September 30, 2025, a decrease of \$145.4 million, compared to \$1.9 billion for the three months ended September 30, 2024. The decrease was primarily attributable to a decrease of \$209.6 million in Total Compensation and Benefits, of which \$311.6 million was a decrease in Performance Allocations Compensation, partially offset by an increase of \$113.6 million in Compensation. The decrease in Performance Allocations Compensation was primarily attributable to the decrease in Investment Income (Loss), on which a portion of Performance Allocations Compensation is based. The increase in Compensation was primarily attributable to the increase in Management and Advisory Fees, Net, on which a portion of Compensation is based.

Other Income

Other Income was \$108.6 million for the three months ended September 30, 2025, an increase of \$65.8 million, compared to \$42.8 million for the three months ended September 30, 2024. The increase in Other Income was attributable to an increase of \$65.8 million in Net Gains from Fund Investment Activities.

The increase in Net Gains from Fund Investment Activities was primarily attributable to an increase of \$42.5 million in our Real Estate segment, which was primarily attributable to net unrealized appreciation of investments in our consolidated funds in the three months ended September 30, 2025 compared to net unrealized depreciation of investments in our consolidated funds in the three months ended September 30, 2024.

Nine Months Ended September 30, 2025 Compared to Nine Months Ended September 30, 2024

Revenues

Revenues were \$10.1 billion for the nine months ended September 30, 2025, a decrease of \$57.4 million, compared to the nine months ended September 30, 2024. The decrease in Revenues was primarily attributable to a decrease of \$527.2 million in Investment Income (Loss). The decrease in Investment Income (Loss) was primarily attributable to a decrease of \$1.5 billion in Unrealized Investment Income, partially offset by increases of \$977.7 million in Realized Investment Income and \$686.7 million in Management and Advisory Fees, Net.

The \$1.5 billion decrease in Unrealized Investment Income was primarily attributable to lower unrealized gains in the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024. The principal drivers were:

- A decrease of \$689.5 million in our Credit & Insurance segment primarily attributable to lower unrealized appreciation of Corebridge common stock and investments in certain private corporate credit funds in the nine months ended September 30, 2025 compared to nine months ended September 30, 2024.
- A decrease of \$658.8 million in our Private Equity segment primarily attributable to lower unrealized appreciation of investments in certain Corporate Private Equity funds in the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024. Corporate Private Equity funds appreciated 8.7% in the nine months ended September 30, 2025 compared to 11.7% in the nine months ended September 30, 2024.

The \$977.7 million increase in Realized Investment Income was primarily attributable to higher realized gains in the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024. The principal drivers were:

- An increase of \$654.0 million in our Private Equity segment primarily attributable to crystallization of performance revenues for BXPE and BIP, as well as realizations in Secondaries, related to the sale of an interest in the GP Stakes portfolio, and Tactical Opportunities.
- An increase of \$207.4 million in our Credit & Insurance segment primarily attributable to realizations in private corporate credit.

The \$686.7 million increase in Management and Advisory Fees, Net was primarily attributable to an increase in our Private Equity segment of \$476.6 million. The increase in our Private Equity segment was primarily attributable to increased deal activity in BXCM, an increase in Base Management Fees due to fee holiday expirations of BCP IX and BETP IV and an increase in Fee-Earning Assets Under Management in BXPE and BIP.

Expenses

Expenses were \$5.6 billion for the nine months ended September 30, 2025, an increase of \$258.5 million, compared to \$5.3 billion for the nine months ended September 30, 2024. The increase was primarily attributable to an increase of \$129.3 million in Total Compensation and Benefits, of which \$451.9 million was an increase in Compensation, partially offset by a decrease of \$284.6 million in Performance Allocations Compensation. The increase in Compensation was primarily attributable to the increase in Management and Advisory Fees, Net, on which a portion of Compensation is based. The decrease in Performance Allocations Compensation was primarily attributable to the decrease in Investment Income (Loss), on which a portion of Performance Allocations Compensation is based.

Other Income

Other Income was \$302.5 million for the nine months ended September 30, 2025, an increase of \$232.5 million, compared to \$70.0 million for the nine months ended September 30, 2024. The increase in Other Income was attributable to an increase of \$232.5 million in Net Gains from Fund Investment Activities.

The increase in Net Gains from Fund Investment Activities was primarily attributable to increases of \$135.3 million in our Real Estate segment and \$63.8 million in our Private Equity segment. The increase in our Real Estate segment was primarily attributable to net unrealized appreciation of investments in our consolidated funds in the nine months ended September 30, 2025 compared to net unrealized depreciation of investments in the nine months ended September 30, 2024. The increases in our Private Equity segment were primarily attributable to higher net unrealized appreciation of investments in our consolidated funds in the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024.

Provision for Taxes

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Blackstone's Provision for Taxes for the three months ended September 30, 2025 was \$209.7 million, a decrease of \$35.6 million, compared to \$245.3 million for the three months ended September 30, 2024. This resulted in an effective tax rate of 14.5% and 13.6%, based on our Income Before Provision for Taxes of \$1.4 billion and \$1.8 billion for the three months ended September 30, 2025 and 2024, respectively.

The increase in Blackstone's effective tax rate for the three months ended September 30, 2025, compared to the three months ended September 30, 2024, relates primarily to the impact of Non-Controlling Interests in Consolidated Entities and the deferred tax impact of Blackstone's investment in its operating partnerships.

Nine Months Ended September 30, 2025 Compared to Nine Months Ended September 30, 2024

Blackstone's Provision for Taxes for the nine months ended September 30, 2025 was \$743.0 million, a decrease of \$46.2 million, compared to \$789.2 million for the nine months ended September 30, 2024. This resulted in an effective tax rate of 15.4% and 16.1%, based on our Income Before Provision for Taxes of \$4.8 billion and \$4.9 billion for the nine months ended September 30, 2025 and 2024, respectively.

The decrease in Blackstone's effective tax rate for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024, relates primarily to the impact of Non-Controlling Interests in Consolidated Entities and the deferred tax impact of Blackstone's investment in its operating partnerships.

Additional information regarding our income taxes can be found in Note 12. "Income Taxes" in the "Notes to Condensed Consolidated Financial Statements" in "—Item 1. Financial Statements" of this filing.

Non-Controlling Interests in Consolidated Entities

The Net Income Attributable to Redeemable Non-Controlling Interests in Consolidated Entities and Net Income Attributable to Non-Controlling Interests in Consolidated Entities is attributable to the consolidated Blackstone Funds. The amounts of these items vary directly with the performance of the consolidated Blackstone funds and largely eliminate the amount of Other Income (Loss) – Net Gains (Losses) from Fund Investment Activities from the Net Income Attributable to Blackstone Inc.

Net Income Attributable to Non-Controlling Interests in Blackstone Holdings is derived from the Income Before Provision for Taxes at the Blackstone Holdings level, excluding the Net Gains (Losses) from Fund Investment Activities and the percentage allocation of the income between Blackstone personnel and others who are limited partners of Blackstone Holdings and Blackstone after considering any contractual arrangements that govern the allocation of income such as fees allocable to Blackstone.

For the three months ended September 30, 2025 and 2024, the Net Income Before Taxes allocated to Blackstone personnel and other limited partners of Blackstone Holdings was 37.5% and 38.4%, respectively. For the nine months ended September 30, 2025 and 2024, the Net Income Before Taxes allocated to Blackstone personnel and other limited partners of Blackstone Holdings was 37.7% and 38.6%, respectively. The respective decreases of 0.9% and 0.9% were primarily attributable to the conversion of Blackstone Holdings Partnership Units to shares of common stock and the vesting of shares of common stock.

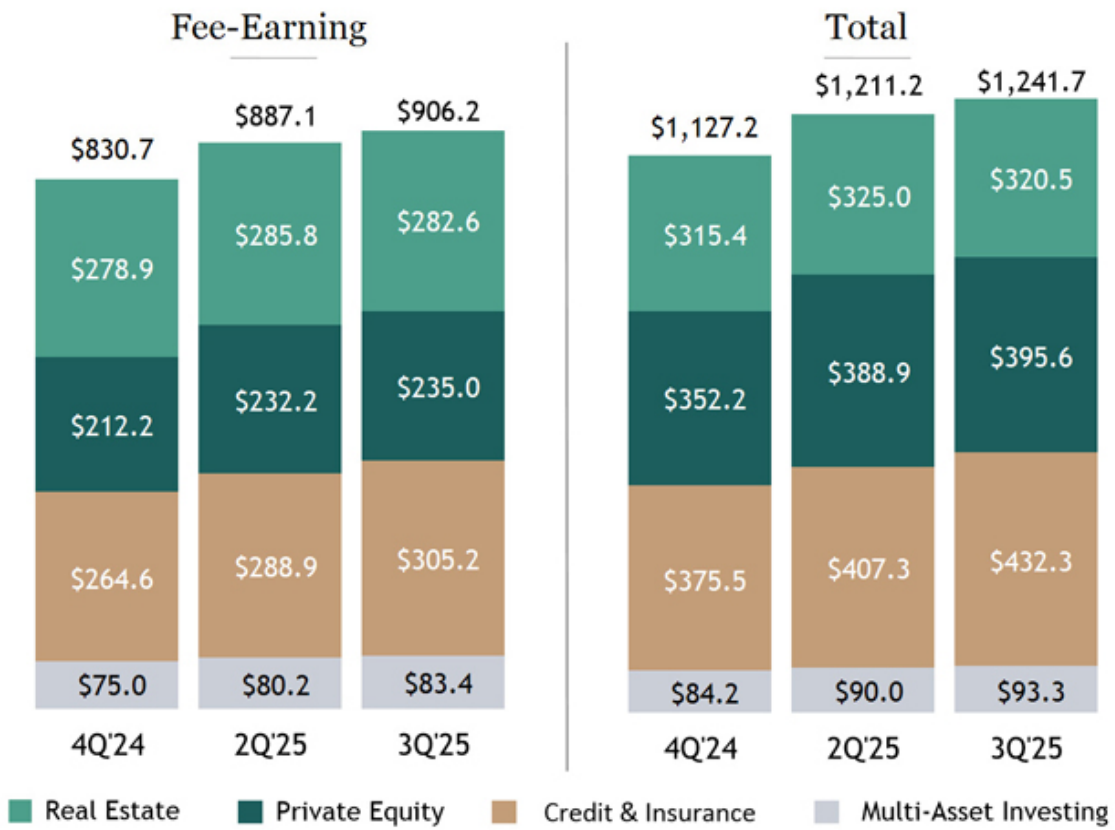
Operating Metrics

Total and Fee-Earning Assets Under Management

The following graphs and tables summarize the Fee-Earning Assets Under Management by Segment and Total Assets Under Management by Segment, followed by a rollforward of activity for the three and nine months ended September 30, 2025 and 2024. For a description of how Assets Under Management and Fee-Earning Assets Under Management are determined, please see “—Key Financial Measures and Indicators — Operating Metrics — Total and Fee-Earning Assets Under Management.”

Assets Under Management

(Dollars in Billions)



Note: Totals may not add due to rounding.

Three Months Ended										
September 30, 2025					September 30, 2024					
Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	
(Dollars in Thousands)										
Total Assets Under Management										
Balance, Beginning of Period	\$ 324,994,725	\$ 388,907,242	\$ 407,296,172	\$ 90,009,202	\$1,211,207,341	\$ 336,100,271	\$ 330,589,586	\$ 330,117,204	\$ 79,564,750	\$ 1,076,371,811
Inflows (a)	3,818,585	10,811,754	35,998,834	3,567,170	54,196,343	5,834,937	10,201,293	21,389,914	3,114,569	40,540,713
Outflows (b)	(1,610,525)	(4,417,213)	(2,726,917)	(1,694,674)	(10,449,329)	(14,625,590)	(1,795,914)	6,487,234	(1,385,397)	(11,319,667)
Net Inflows (Outflows)	2,208,060	6,394,541	33,271,917	1,872,496	43,747,014	(8,790,653)	8,405,379	27,877,148	1,729,172	29,221,046
Realizations (c)	(7,349,484)	(9,292,220)	(12,961,129)	(994,693)	(30,597,526)	(7,405,152)	(5,255,528)	(9,631,685)	(444,578)	(22,736,943)
Market Activity (d)(g)	637,194	9,597,482	4,708,719	2,431,072	17,374,467	5,171,247	10,970,764	6,378,853	2,251,584	24,772,448
Balance, End of Period (e)	\$ 320,490,495	\$ 395,607,045	\$ 432,315,679	\$ 93,318,077	\$1,241,731,296	\$ 325,075,713	\$ 344,710,201	\$ 354,741,520	\$ 83,100,928	\$ 1,107,628,362
Increase (Decrease)	\$ (4,504,230)	\$ 6,699,803	\$ 25,019,507	\$ 3,308,875	\$ 30,523,955	\$ (11,024,558)	\$ 14,120,615	\$ 24,624,316	\$ 3,536,178	\$ 31,256,551
Increase (Decrease)	-1%	2%	6%	4%	3%	-3%	4%	7%	4%	3%

Nine Months Ended										
September 30, 2025					September 30, 2024					
Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	
(Dollars in Thousands)										
Total Assets Under Management										
Balance, Beginning of Period	\$ 315,353,132	\$ 352,168,635	\$ 375,507,818	\$ 84,150,411	\$1,127,179,996	\$ 336,940,096	\$ 314,391,397	\$ 312,674,037	\$ 76,186,917	\$ 1,040,192,447
Inflows (a)	17,216,661	47,819,500	93,165,946	9,706,154	167,908,261	19,846,962	29,667,700	57,019,224	7,425,130	113,959,016
Outflows (b)	(6,170,108)	(9,660,107)	(14,640,259)	(4,614,535)	(35,085,009)	(21,496,056)	(4,490,723)	(2,440,863)	(5,832,229)	(34,259,871)
Net Inflows (Outflows)	11,046,553	38,159,393	78,525,687	5,091,619	132,823,252	(1,649,094)	25,176,977	54,578,361	1,592,901	79,699,145
Realizations (c)	(16,904,670)	(23,075,526)	(36,810,737)	(2,644,579)	(79,435,512)	(16,706,782)	(18,364,933)	(24,620,900)	(1,549,541)	(61,242,156)
Market Activity (d)(h)	10,995,480	28,354,543	15,092,911	6,720,626	61,163,560	6,491,493	23,506,760	12,110,022	6,870,651	48,978,926
Balance, End of Period (e)	\$ 320,490,495	\$ 395,607,045	\$ 432,315,679	\$ 93,318,077	\$1,241,731,296	\$ 325,075,713	\$ 344,710,201	\$ 354,741,520	\$ 83,100,928	\$ 1,107,628,362
Increase (Decrease)	\$ 5,137,363	\$ 43,438,410	\$ 56,807,861	\$ 9,167,666	\$ 114,551,300	\$ (11,864,383)	\$ 30,318,804	\$ 42,067,483	\$ 6,914,011	\$ 67,435,915
Increase (Decrease)	2%	12%	15%	11%	10%	-4%	10%	13%	9%	6%

Three Months Ended										
September 30, 2025					September 30, 2024					
Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	
(Dollars in Thousands)										
Fee-Earning Assets Under Management										
Balance, Beginning of Period	\$ 285,826,676	\$ 232,160,209	\$ 288,931,236	\$ 80,196,084	\$ 887,114,205	\$ 299,066,252	\$ 200,486,740	\$ 237,285,546	\$ 71,818,263	\$ 808,656,801
Inflows (a)	4,095,610	7,912,781	23,253,890	3,734,111	38,996,392	6,339,267	9,837,020	15,543,666	2,414,940	34,134,893
Outflows (b)	(1,649,644)	(3,569,562)	(743,947)	(1,648,991)	(7,612,144)	(14,705,015)	(1,939,598)	1,179,299	(1,235,655)	(16,700,969)
Net Inflows (Outflows)	2,445,966	4,343,219	22,509,943	2,085,120	31,384,248	(8,365,748)	7,897,422	16,722,965	1,179,285	17,433,924
Realizations (c)	(6,101,654)	(4,560,570)	(9,119,255)	(919,166)	(20,700,645)	(7,766,570)	(1,481,885)	(7,185,343)	(393,637)	(16,827,435)
Market Activity (d)(i)	408,301	3,061,047	2,871,301	2,082,571	8,423,220	2,554,138	1,779,379	4,744,263	2,116,133	11,193,913
Balance, End of Period (e)	\$ 282,579,289	\$ 235,003,905	\$ 305,193,225	\$ 83,444,609	\$ 906,221,028	\$ 285,488,072	\$ 208,681,656	\$ 251,567,431	\$ 74,720,044	\$ 820,457,203
Increase (Decrease)	\$ (3,247,387)	\$ 2,843,696	\$ 16,261,989	\$ 3,248,525	\$ 19,106,823	\$ (13,578,180)	\$ 8,194,916	\$ 14,281,885	\$ 2,901,781	\$ 11,800,402
Increase (Decrease)	-1%	1%	6%	4%	2%	-5%	4%	6%	4%	1%
Nine Months Ended										
September 30, 2025					September 30, 2024					
Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	Real Estate	Private Equity	Credit & Insurance	Multi-Asset Investing	Total	
(Dollars in Thousands)										
Fee-Earning Assets Under Management										
Balance, Beginning of Period	\$ 278,914,938	\$ 212,182,896	\$ 264,617,560	\$ 74,993,209	\$ 830,708,603	\$ 298,889,475	\$ 176,997,265	\$ 218,188,936	\$ 68,532,226	\$ 762,607,902
Inflows (a)	17,655,289	30,814,847	67,474,793	9,109,500	125,054,429	22,109,230	39,183,794	48,657,787	6,272,938	116,223,749
Outflows (b)	(5,958,833)	(6,043,353)	(11,546,388)	(4,374,800)	(27,923,374)	(21,515,859)	(6,268,958)	(3,241,976)	(5,153,945)	(36,180,738)
Net Inflows	11,696,456	24,771,494	55,928,405	4,734,700	97,131,055	593,371	32,914,836	45,415,811	1,118,993	80,043,011
Realizations (c)	(15,323,847)	(10,664,064)	(23,976,531)	(2,394,510)	(52,358,952)	(17,370,846)	(5,617,538)	(18,893,384)	(1,403,073)	(43,284,841)
Market Activity (d)(j)	7,291,742	8,713,579	8,623,791	6,111,210	30,740,322	3,376,072	4,387,093	6,856,068	6,471,898	21,091,131
Balance, End of Period (e)	\$ 282,579,289	\$ 235,003,905	\$ 305,193,225	\$ 83,444,609	\$ 906,221,028	\$ 285,488,072	\$ 208,681,656	\$ 251,567,431	\$ 74,720,044	\$ 820,457,203
Increase (Decrease)	\$ 3,664,351	\$ 22,821,009	\$ 40,575,665	\$ 8,451,400	\$ 75,512,425	\$ (13,401,403)	\$ 31,684,391	\$ 33,378,495	\$ 6,187,818	\$ 57,849,301
Increase (Decrease)	1%	11%	15%	11%	9%	-4%	18%	15%	9%	8%
Annualized Base Management Fee Rate (f)										
	0.95%	1.07%	0.66%	0.66%	0.86%	0.92%	1.01%	0.65%	0.65%	0.84%

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- (a) Inflows include contributions, capital raised, other increases in available capital (recallable capital and increased side-by-side commitments), purchases, inter-segment allocations and acquisitions.
 - (b) Outflows represent redemptions, client withdrawals and decreases in available capital (expired capital, expense drawdowns and decreased side-by-side commitments).
 - (c) Realizations represent realization proceeds from the disposition or other monetization of assets, current income or capital returned to investors from CLOs.
 - (d) Market Activity includes realized and unrealized gains (losses) on portfolio investments and the impact of foreign exchange rate fluctuations.
 - (e) Total and Fee-Earning Assets Under Management are reported in the segment where the assets are managed.
 - (f) Annualized Base Management Fee Rate represents annualized year to date Base Management Fee divided by the average of the beginning of year and each quarter end's Fee-Earning Assets Under Management in the reporting period.
 - (g) For the three months ended September 30, 2025, the impact to Total Assets Under Management due to foreign exchange rate fluctuations was \$(1.2) billion, \$(392.0) million, \$399.4 million, \$(86.7) million and \$(1.2) billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively. For the three months ended September 30, 2024, the impact to Total Assets Under Management due to foreign exchange rate fluctuations was \$3.8 billion, \$1.5 billion, \$788.6 million, \$333.3 million and \$6.5 billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively.
 - (h) For the nine months ended September 30, 2025, the impact to Total Assets Under Management due to foreign exchange rate fluctuations was \$7.7 billion, \$3.3 billion, \$3.1 billion, \$201.0 million and \$14.3 billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively. For the nine months ended September 30, 2024, the impact to Total Assets Under Management due to foreign exchange rate fluctuations was \$1.5 billion, \$666.7 million, \$354.5 million, \$31.7 million and \$2.6 billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively.
 - (i) For the three months ended September 30, 2025, the impact to Fee-Earning Assets Under Management due to foreign exchange rate fluctuations was \$(495.1) million, \$(16.5) million, \$281.5 million, \$(89.0) million and \$(319.0) million for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively. For the three months ended September 30, 2024, the impact to Fee-Earning Assets Under Management due to foreign exchange rate fluctuations was \$2.4 billion, \$176.9 million, \$724.9 million, \$329.7 million and \$3.6 billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively.
 - (j) For the nine months ended September 30, 2025, the impact to Fee-Earning Assets Under Management due to foreign exchange rate fluctuations was \$5.9 billion, \$573.6 million, \$3.0 billion, \$199.7 million and \$9.7 billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively. For the nine months ended September 30, 2024, the impact to Fee-Earning Assets Under Management due to foreign exchange rate fluctuations was \$896.7 million, \$40.2 million, \$265.4 million, \$27.6 million and \$1.2 billion for the Real Estate, Private Equity, Credit & Insurance, Multi-Asset Investing and Total segments, respectively.

Total Assets Under Management and Fee-Earning Assets Under Management may have differences in the measurement and timing of certain activities that affect each of inflows, outflows, realizations and market activity. These differences include, but are not limited to:

- For commitment-based drawdown funds, Total Assets Under Management inflows are generally reported at each fund closing whereas Fee-Earning Assets Under Management inflows are generally reported when a fund's investment period commences. Fund closings and the investment period commencement generally occur in different periods and as such, Fee-Earning Assets Under Management inflows in such funds may exceed Total Assets Under Management inflows in the period when the investment period commences. This is most prevalent in our Real Estate and Private Equity segments.

- For commitment-based drawdown funds, Total Assets Under Management realizations generally represents the total proceeds whereas Fee-Earning Assets Under Management generally represents only the invested capital. As such, Total Assets Under Management realizations typically exceeds Fee-Earning Assets Under Management realizations. This is most prevalent in our Real Estate and Private Equity segments.
- For commitment-based drawdown funds, Total Assets Under Management is reported based on invested capital at fair value and available capital whereas Fee-Earning Assets Under Management is reported based on committed or remaining invested capital. As such, Total Assets Under Management market activity generally exceeds Fee-Earning Assets Under Management market activity. This is most prevalent in our Real Estate and Private Equity segments.
- For certain credit funds, Total Assets Under Management are based on gross asset value while Fee-Earning Assets Under Management are based on net asset value. As such, Total Assets Under Management inflows, outflows, realizations and market activity for the period generally exceed the Fee-Earning Assets Under Management inflows, outflows, realizations and market activity for the period.

Total Assets Under Management

Total Assets Under Management were \$1,241.7 billion at September 30, 2025, an increase of \$30.5 billion compared to \$1,211.2 billion at June 30, 2025. The net increase was due to:

- In our Real Estate segment, a decrease of \$4.5 billion from \$325.0 billion at June 30, 2025 to \$320.5 billion at September 30, 2025. The net decrease was due to realizations of \$7.3 billion and outflows of \$1.6 billion, offset by inflows of \$3.8 billion and market appreciation of \$637.2 million.
 - Realizations were driven by \$2.8 billion from BREP, \$2.5 billion from BREDS and \$1.2 billion from BREIT.
 - Outflows were driven by \$1.3 billion from BREIT.
 - Inflows were driven by \$1.7 billion from BREIT and \$1.1 billion from BREDS.
 - Market appreciation was driven by \$1.1 billion from BREDS (which reflected \$6.0 million of foreign exchange depreciation) and \$841.1 million from BREIT (which reflected \$32.5 million of foreign exchange depreciation), partially offset by depreciation of \$711.5 million from BPP and co-investment (which reflected \$345.7 million of foreign exchange depreciation).
- In our Private Equity segment, an increase of \$6.7 billion from \$388.9 billion at June 30, 2025 to \$395.6 billion at September 30, 2025. The net increase was due to inflows of \$10.8 billion and market appreciation of \$9.6 billion, offset by realizations of \$9.3 billion and outflows of \$4.4 billion.
 - Inflows were driven by \$3.6 billion from Infrastructure, \$1.9 billion from Secondaries, \$1.7 billion from Corporate Private Equity and \$1.5 billion from BXPE.
 - Market appreciation was driven by \$3.2 billion from Corporate Private Equity (which reflected \$399.3 million of foreign exchange depreciation), \$2.8 billion from Infrastructure (which reflected \$18.5 million of foreign exchange depreciation) and \$2.2 billion from Secondaries (which reflected \$49.9 million of foreign exchange depreciation).
 - Realizations were driven by \$3.9 billion from Corporate Private Equity, \$2.8 billion from Secondaries and \$1.4 billion from Tactical Opportunities.
 - Outflows were driven by \$3.1 billion from Secondaries.

- In our Credit & Insurance segment, an increase of \$25.0 billion from \$407.3 billion at June 30, 2025 to \$432.3 billion at September 30, 2025. The net increase was due to inflows of \$36.0 billion and market appreciation of \$4.7 billion, offset by realizations of \$13.0 billion and outflows of \$2.7 billion.
 - Inflows were driven by \$15.2 billion from private corporate credit, \$11.3 billion from infrastructure and asset based credit and \$5.9 billion from liquid corporate credit.
 - Market appreciation was driven by \$1.5 billion from liquid corporate credit (which reflected \$436.3 million of foreign exchange appreciation), \$1.3 billion from infrastructure and asset based credit and \$1.3 billion from private corporate credit (which reflected \$38.8 million of foreign exchange depreciation).
 - Realizations were driven by \$6.5 billion from private corporate credit and \$4.5 billion from infrastructure and asset based credit.
 - Outflows were driven by \$2.7 billion from private corporate credit.
- In our Multi-Asset Investing segment, an increase of \$3.3 billion from \$90.0 billion at June 30, 2025 to \$93.3 billion at September 30, 2025. The net increase was due to inflows of \$3.6 billion and market appreciation of \$2.4 billion, offset by outflows of \$1.7 billion and realizations of \$994.7 million.
 - Inflows were driven by \$2.8 billion from Absolute Return.
 - Market appreciation was driven by \$1.5 billion from Absolute Return (which reflected \$50.3 million of foreign exchange depreciation).
 - Outflows were driven by \$1.6 billion from Absolute Return.
 - Realizations were driven by \$497.9 million from Multi-Strategy and \$228.0 million from Total Portfolio Management.

Total Assets Under Management were \$1,241.7 billion at September 30, 2025, an increase of \$114.6 billion compared to \$1,127.2 billion at December 31, 2024. The net increase was due to:

- In our Real Estate segment, an increase of \$5.1 billion from \$315.4 billion at December 31, 2024 to \$320.5 billion at September 30, 2025. The net increase was due to inflows of \$17.2 billion and market appreciation of \$11.0 billion, offset by realizations of \$16.9 billion and outflows of \$6.2 billion.
 - Inflows were driven by \$5.1 billion from BREIT, \$4.5 billion from BREDS, \$2.9 billion from BPP and co-investment and \$2.2 billion from BREP.
 - Market appreciation was driven by appreciation of \$3.6 billion from BREDS (which reflected \$171.7 million of foreign exchange appreciation), \$3.4 billion from BREP and co-investment (which reflected \$3.7 billion of foreign exchange appreciation) and \$2.4 billion from BREIT (which reflected \$256.6 million of foreign exchange appreciation).
 - Realizations were driven by \$7.2 billion from BREDS, \$4.2 billion from BREP and \$3.5 billion from BREIT.
 - Outflows were driven by \$4.9 billion from BREIT.
- In our Private Equity segment, an increase of \$43.4 billion from \$352.2 billion at December 31, 2024 to \$395.6 billion at September 30, 2025. The net increase was due to inflows of \$47.8 billion and market appreciation of \$28.4 billion, offset by realizations of \$23.1 billion and outflows of \$9.7 billion.
 - Inflows were driven by \$16.1 billion from Corporate Private Equity, \$11.6 billion from Secondaries, \$9.2 billion from Infrastructure and \$5.7 billion from BXPE.
 - Market appreciation was driven by appreciation of \$10.1 billion from Corporate Private Equity (which reflected \$1.9 billion of foreign exchange appreciation), \$7.8 billion from Infrastructure (which reflected \$1.0 billion of foreign exchange appreciation) and \$5.7 billion from Secondaries (which reflected \$51.5 million of foreign exchange depreciation).

- Realizations were driven by \$9.6 billion from Corporate Private Equity, \$5.8 billion from Secondaries and \$4.4 billion from Tactical Opportunities.
- Outflows were driven by \$4.1 billion from Secondaries, \$2.0 billion from Corporate Private Equity and \$1.0 billion from Infrastructure.
- In our Credit & Insurance segment, an increase of \$56.8 billion from \$375.5 billion at December 31, 2024 to \$432.3 billion at September 30, 2025. The net increase was due to inflows of \$93.2 billion and market appreciation of \$15.1 billion, offset by realizations of \$36.8 billion and outflows of \$14.6 billion.
 - Inflows were driven by \$43.0 billion from private corporate credit, \$24.2 billion from infrastructure and asset based credit and \$15.9 billion from liquid corporate credit.
 - Market appreciation was driven by appreciation of \$6.1 billion from private corporate credit (which reflected \$953.1 million of foreign exchange appreciation), \$3.9 billion from liquid corporate credit (which reflected \$2.1 billion of foreign exchange appreciation) and \$2.8 billion from infrastructure and asset based credit (which reflected \$14.1 million of foreign exchange appreciation).
 - Realizations were driven by \$21.0 billion from private corporate credit and \$9.7 billion from infrastructure and asset based credit.
 - Outflows were driven by \$7.9 billion from liquid corporate credit and \$7.2 billion from private corporate credit.
- In our Multi-Asset Investing segment, an increase of \$9.2 billion from \$84.2 billion at December 31, 2024 to \$93.3 billion at September 30, 2025. The net increase was due to inflows of \$9.7 billion and market appreciation of \$6.7 billion, offset by outflows of \$4.6 billion and realizations of \$2.6 billion.
 - Inflows were driven by \$6.6 billion from Absolute Return and \$1.7 billion from Total Portfolio Management.
 - Market appreciation was driven by \$4.4 billion from Absolute Return (which reflected \$317.4 million of foreign exchange appreciation).
 - Outflows were driven by \$3.8 billion from Absolute Return.
 - Realizations were driven by \$1.2 billion from Multi-Strategy.

Fee-Earning Assets Under Management

Fee-Earning Assets Under Management were \$906.2 billion at September 30, 2025, an increase of \$19.1 billion compared to \$887.1 billion at June 30, 2025. The net increase was due to:

- In our Real Estate segment, a decrease of \$3.2 billion from \$285.8 billion at June 30, 2025 to \$282.6 billion at September 30, 2025. The net decrease was due to realizations of \$6.1 billion and outflows of \$1.6 billion, offset by inflows of \$4.1 billion and market appreciation of \$408.3 million.
 - Realizations were driven by \$2.6 billion from BREDS, \$1.5 billion from BREP and co-investment and \$1.2 billion from BREIT.
 - Outflows were driven by \$1.3 billion from BREIT.
 - Inflows were driven by \$1.7 billion from BREIT and \$1.3 billion from BREDS.
 - Market appreciation was driven by \$841.1 million from BREIT (which reflected \$32.5 million of foreign exchange depreciation) and \$394.3 million from BREDS (which reflected \$15.8 million of foreign exchange depreciation), partially offset by depreciation of \$722.8 million from BPP and co-investment (which reflected \$336.9 million of foreign exchange depreciation).

- In our Private Equity segment, an increase of \$2.8 billion from \$232.2 billion at June 30, 2025 to \$235.0 billion at September 30, 2025. The net increase was due to inflows of \$7.9 billion and market appreciation of \$3.1 billion, offset by realizations of \$4.6 billion and outflows of \$3.6 billion.
 - Inflows were driven by \$2.6 billion from Infrastructure, \$1.5 billion from BXPE, \$1.3 billion from Corporate Private Equity and \$1.3 billion from BXLs.
 - Market appreciation was driven by \$2.1 billion from Infrastructure (which reflected \$18.0 million of foreign exchange depreciation).
 - Realizations were driven by \$1.9 billion from Corporate Private Equity, \$1.0 billion from Infrastructure and \$885.2 million from Secondaries.
 - Outflows were driven by \$2.8 billion from Secondaries.
- In our Credit & Insurance segment, an increase of \$16.3 billion from \$288.9 billion at June 30, 2025 to \$305.2 billion at September 30, 2025. The net increase was due to inflows of \$23.3 billion and market appreciation of \$2.9 billion, offset by realizations of \$9.1 billion and outflows of \$743.9 million.
 - Inflows were driven by \$7.4 billion from private corporate credit, \$6.2 billion from infrastructure and asset based credit and \$5.9 billion from liquid corporate credit.
 - Market appreciation was driven by \$1.5 billion from liquid corporate credit (which reflected \$413.4 million foreign exchange appreciation) and \$831.5 million from private corporate credit (which reflected \$132.6 million of foreign exchange depreciation).
 - Realizations were driven by \$4.3 billion from infrastructure and asset based credit and \$3.2 billion from private corporate credit.
 - Outflows were driven by \$1.5 billion from liquid corporate credit and \$1.2 billion from private corporate credit.
- In our Multi-Asset Investing segment, an increase of \$3.2 billion from \$80.2 billion at June 30, 2025 to \$83.4 billion at September 30, 2025. The net increase was due to inflows of \$3.7 billion and market appreciation of \$2.1 billion, offset by outflows of \$1.6 billion and realizations of \$919.2 million.
 - Inflows were driven by \$2.8 billion from Absolute Return.
 - Market appreciation was driven by \$1.4 billion from Absolute Return (which reflected \$50.3 million of foreign exchange depreciation).
 - Outflows were driven by \$1.5 billion from Absolute Return.
 - Realizations were driven by \$490.5 million from Multi-Strategy and \$192.3 million from Absolute Return.

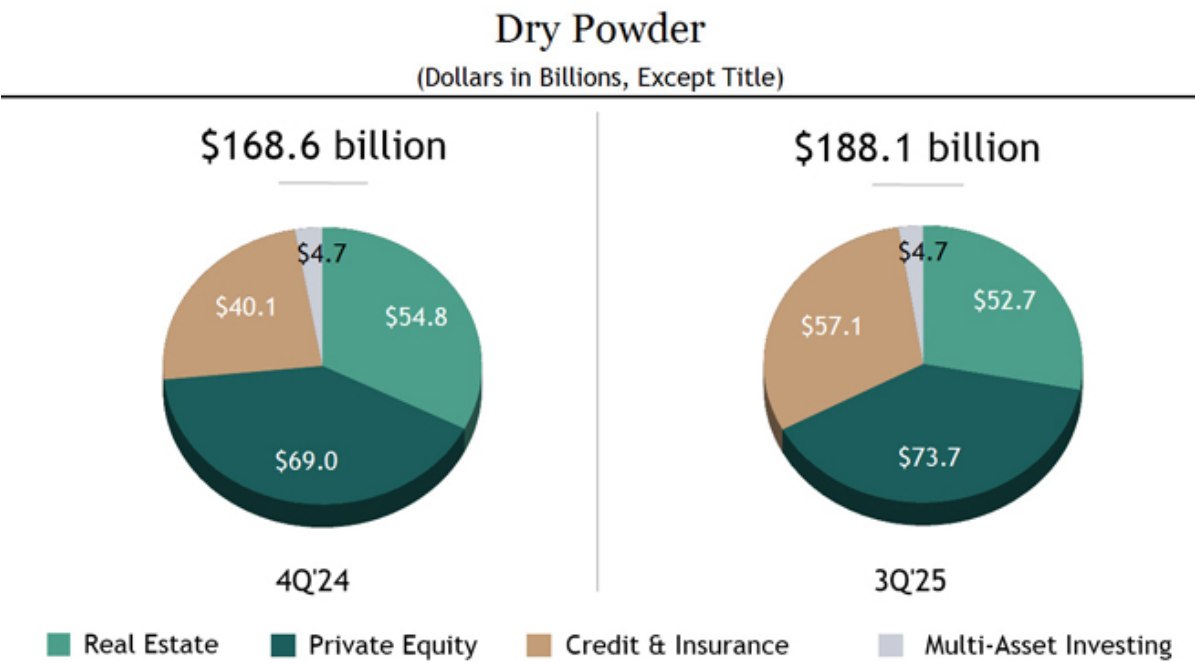
Fee-Earning Assets Under Management were \$906.2 billion at September 30, 2025, an increase of \$75.5 billion compared to \$830.7 billion at December 31, 2024. The net increase was due to:

- In our Real Estate segment, an increase of \$3.7 billion from \$278.9 billion at December 31, 2024 to \$282.6 billion at September 30, 2025. The net increase was due to inflows of \$17.7 billion and market appreciation of \$7.3 billion, offset by realizations of \$15.3 billion and outflows of \$6.0 billion.
 - Inflows were driven by \$6.1 billion from BREDS, \$5.1 billion from BREIT, \$2.0 billion from BREP and co-investment and \$2.0 billion from BPP and co-investment.

- Market appreciation was driven by appreciation of \$2.4 billion from BREIT (which reflected \$256.6 million of foreign exchange appreciation), \$2.0 billion from BREP and co-investment (which reflected \$2.0 billion of foreign exchange appreciation), \$1.3 billion from BPP and co-investment (which reflected \$3.3 billion of foreign exchange appreciation) and \$1.2 billion from BREDS (which reflected \$135.0 million of foreign exchange appreciation).
 - Realizations were driven by \$7.9 billion from BREDS, \$3.5 billion from BREIT and \$2.0 billion from BREP and co-investment.
 - Outflows were driven by \$4.9 billion from BREIT.
- In our Private Equity segment, an increase of \$22.8 billion from \$212.2 billion at December 31, 2024 to \$235.0 billion at September 30, 2025. The net increase was due to inflows of \$30.8 billion and market appreciation of \$8.7 billion, offset by realizations of \$10.7 billion and outflows of \$6.0 billion.
 - Inflows were driven by \$8.2 billion from Infrastructure, \$5.5 billion from BXPE, \$4.8 billion from Corporate Private Equity, \$4.2 billion from BXG and \$4.0 billion from BXLS.
 - Market appreciation was driven by appreciation of \$6.0 billion from Infrastructure (which reflected \$573.5 million of foreign exchange appreciation) and \$1.6 billion from BXPE.
 - Realizations were driven by \$4.1 billion from Corporate Private Equity, \$2.3 billion from Secondaries, \$1.9 billion from Tactical Opportunities and \$1.6 billion from Infrastructure.
 - Outflows were driven by \$3.0 billion from Secondaries, \$1.2 billion from BXLS and \$799.8 million from Infrastructure.
- In our Credit & Insurance segment, an increase of \$40.6 billion from \$264.6 billion at December 31, 2024 to \$305.2 billion at September 30, 2025. The net increase was due to inflows of \$67.5 billion and market appreciation of \$8.6 billion, offset by realizations of \$24.0 billion and outflows of \$11.5 billion.
 - Inflows were driven by \$22.3 billion from private corporate credit, \$17.7 billion from liquid corporate credit and \$17.4 billion from infrastructure and asset based credit.
 - Market appreciation was driven by appreciation of \$3.9 billion from private corporate credit (which reflected \$870.6 million of foreign exchange appreciation) and \$3.7 billion from liquid corporate credit (which reflected \$2.1 billion of foreign exchange appreciation).
 - Realizations were driven by \$9.6 billion from private credit strategies, \$8.7 billion from infrastructure and asset based credit and \$5.6 billion from liquid corporate credit.
 - Outflows were driven by \$7.3 billion from liquid corporate credit and \$4.8 billion from private corporate credit.
- In our Multi-Asset Investing segment, an increase of \$8.5 billion from \$75.0 billion at December 31, 2024 to \$83.4 billion at September 30, 2025. The net increase was due to inflows of \$9.1 billion and market appreciation of \$6.1 billion, offset by outflows of \$4.4 billion and realizations of \$2.4 billion.
 - Inflows were driven by \$6.4 billion from Absolute Return and \$1.4 billion from Multi-Strategy.
 - Market appreciation was driven by \$4.1 billion from Absolute Return (which reflected \$317.4 million of foreign exchange appreciation).
 - Outflows were driven by \$3.6 billion from Absolute Return.
 - Realizations were driven by \$1.2 billion from Multi-Strategy.

Dry Powder

The following presents our Dry Powder as of quarter end of each period:



Note: Totals may not add due to rounding.

Net Accrued Performance Revenues

The following table presents the Accrued Performance Revenues, net of performance compensation, of the Blackstone Funds as of September 30, 2025 and 2024. Net Accrued Performance Revenues presented do not include clawback amounts, if any, which are disclosed in Note 16. “Commitments and Contingencies — Contingencies — Contingent Obligations (Clawback)” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements” of this filing. See “—Non-GAAP Financial Measures” for our reconciliation of Net Accrued Performance Revenues.

	September 30,	
	2025	2024
	(Dollars in Millions)	
Real Estate		
BREP Global	\$ 547	\$ 1,331
BREP Europe	31	130
BREP Asia	91	97
BPP	57	32
BREDS	38	18
Total Real Estate (a)	763	1,608
Private Equity		
BCP Global	1,843	1,708
BCP Asia	309	260
Energy/Energy Transition	598	533
Core Private Equity	269	244
Tactical Opportunities	203	181
Secondaries	1,169	951
Infrastructure	347	568
Life Sciences	240	145
BTAS/BXPE	250	240
Total Private Equity (a)	5,228	4,829
Credit & Insurance	372	450
Multi-Asset Investing	148	105
Total Blackstone Net Accrued Performance Revenues	\$ 6,511	\$ 6,992

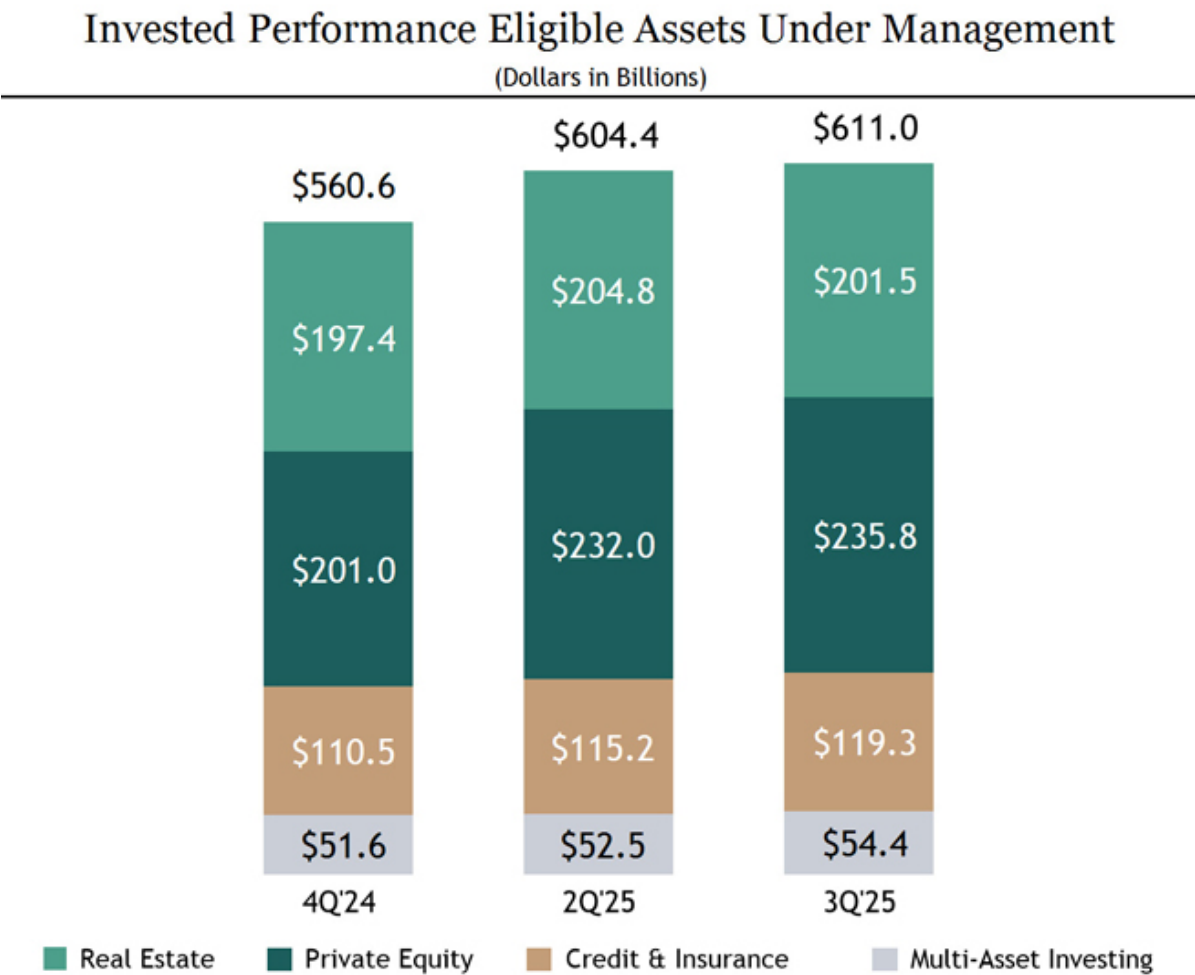
Note: Totals may not add due to rounding.

(a) Real Estate and Private Equity include co-investments, as applicable.

For the twelve months ended September 30, 2025, Net Accrued Performance Revenues receivable decreased due to net realized distributions of \$3.3 billion, partially offset by Net Performance Revenues of \$2.8 billion.

Invested Performance Eligible Assets Under Management

The following presents our Invested Performance Eligible Assets Under Management as of quarter end for each period:



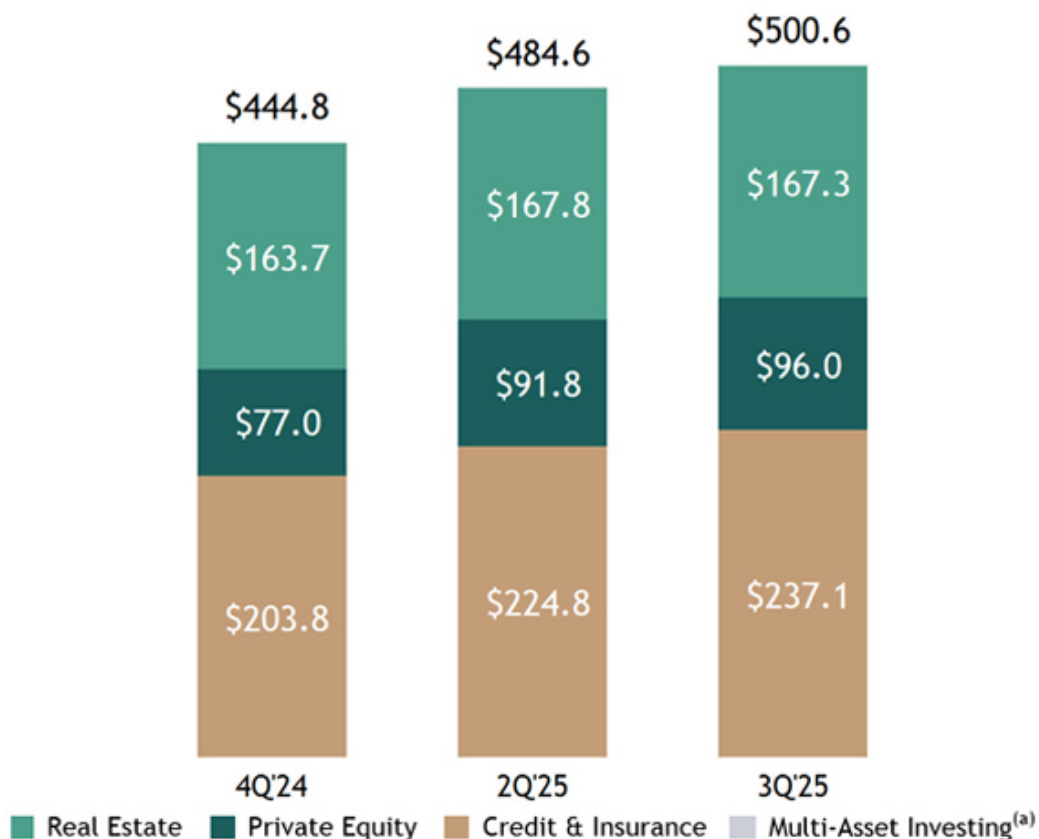
Note: Totals may not add due to rounding.

Perpetual Capital

The following presents our Perpetual Capital Total Assets Under Management as of quarter end for each period:

Perpetual Capital Total Assets Under Management

(Dollars in Billions)



Note: Totals may not add due to rounding.

(a) Perpetual Capital Total Assets Under Management for the Multi-Asset Investing segment was \$247.1 million, \$186.1 million and \$285.9 million as of December 31, 2024, June 30, 2025 and September 30, 2025, respectively.

Perpetual Capital Total Assets Under Management was \$500.6 billion as of September 30, 2025, an increase of \$16.0 billion, compared to \$484.6 billion as of June 30, 2025. Perpetual Capital Total Assets Under Management in our Credit & Insurance and Private Equity segments increased \$12.3 billion and \$4.1 billion, respectively. Principal drivers of these increases were:

- In our Credit & Insurance segment, growth in our insurance platform and BCRED resulted in increases of \$5.2 billion and \$1.6 billion, respectively.

- In our Private Equity segment, growth in Infrastructure resulted in an increase of \$5.0 billion, partially offset by a decrease of \$2.7 billion in Secondaries which included the sale of an interest in the GP Stakes portfolio.

Perpetual Capital Total Assets Under Management was \$500.6 billion as of September 30, 2025, an increase of \$55.8 billion, compared to \$444.8 billion as of December 31, 2024. Perpetual Capital Total Assets Under Management in our Credit & Insurance and Private Equity segments increased \$33.3 billion and \$18.9 billion, respectively. Principal drivers of the increases were:

- In our Credit & Insurance segment, growth in BCRED and our insurance platform resulted in increases of \$9.2 billion and \$8.7 billion, respectively.
- In our Private Equity segment, growth in Infrastructure and BXPE resulted in increases of \$14.0 billion and \$9.9 billion, respectively, partially offset by a decrease of \$2.2 billion in Secondaries which included the sale of an interest in the GP Stakes portfolio.

Investment Records

Fund returns information is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund returns information reflected in this discussion and analysis is not indicative of the financial performance of Blackstone and is also not necessarily indicative of the future performance of any particular fund. An investment in Blackstone is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns.

The following tables present the investment record of our significant and formerly significant carry/drawdown funds and select perpetual capital strategies from inception through September 30, 2025:

Carry/Drawdown Funds

Fund (Investment Period Beginning Date / Ending Date) (a)	Committed Capital	Available Capital (b)	Unrealized Investments			Realized Investments		Total Investments		Net IRRs (d)	
			Value	MOIC (c)	% Public	Value	MOIC (c)	Value	MOIC (c)	Realized	Total
(Dollars/Euros in Thousands, Except Where Noted)											
Real Estate											
Pre-BREP	\$ 140,714	\$ —	\$ —	n/a	—	\$ 345,190	2.5x	\$ 345,190	2.5x	33%	33%
BREP I (Sep 1994 / Oct 1996)	380,708	—	—	n/a	—	1,327,708	2.8x	1,327,708	2.8x	40%	40%
BREP II (Oct 1996 / Mar 1999)	1,198,339	—	—	n/a	—	2,531,614	2.1x	2,531,614	2.1x	19%	19%
BREP III (Apr 1999 / Apr 2003)	1,522,708	—	—	n/a	—	3,330,406	2.4x	3,330,406	2.4x	21%	21%
BREP IV (Apr 2003 / Dec 2005)	2,198,694	—	—	n/a	—	4,684,608	1.7x	4,684,608	1.7x	12%	12%
BREP V (Dec 2005 / Feb 2007)	5,539,418	—	3,269	n/a	—	13,468,476	2.3x	13,471,745	2.3x	11%	11%
BREP VI (Feb 2007 / Aug 2011)	11,060,122	—	2,452	n/a	—	27,764,962	2.5x	27,767,414	2.5x	13%	13%
BREP VII (Aug 2011 / Apr 2015)	13,506,798	898,480	1,362,255	0.5x	1%	28,940,686	2.2x	30,302,941	1.9x	18%	14%
BREP VIII (Apr 2015 / Jun 2019)	16,640,764	1,390,932	9,948,258	1.2x	4%	23,577,119	2.3x	33,525,377	1.8x	23%	12%
BREP IX (Jun 2019 / Aug 2022)	21,356,651	3,188,803	20,573,373	1.2x	1%	9,926,114	2.1x	30,499,487	1.4x	47%	7%
*BREP X (Aug 2022 / Feb 2028)	30,664,044	18,536,478	15,104,820	1.2x	—	1,232,832	1.3x	16,337,652	1.3x	12%	10%
Total Global BREP	\$ 104,208,960	\$ 24,014,693	\$ 46,994,427	1.2x	1%	\$ 117,129,715	2.3x	\$ 164,124,142	1.8x	17%	14%
BREP Int'l I (Jan 2001 / Sep 2005)	€ 824,172	€ —	€ —	n/a	—	€ 1,373,170	2.1x	€ 1,373,170	2.1x	23%	23%
BREP Int'l II (Sep 2005 / Jun 2008) (e)	1,629,748	—	—	n/a	—	2,583,032	1.8x	2,583,032	1.8x	8%	8%
BREP Europe III (Jun 2008 / Sep 2013)	3,205,420	385,818	47,904	0.3x	—	5,944,538	2.1x	5,992,442	2.0x	14%	13%
BREP Europe IV (Sep 2013 / Dec 2016)	6,676,604	1,049,047	843,567	0.7x	—	10,319,019	1.9x	11,162,586	1.7x	16%	11%
BREP Europe V (Dec 2016 / Oct 2019)	7,998,126	742,988	4,035,063	0.7x	—	6,762,819	3.8x	10,797,882	1.5x	41%	6%
BREP Europe VI (Oct 2019 / Sep 2023)	9,935,741	2,903,785	6,964,955	1.0x	—	3,851,316	2.4x	10,816,271	1.3x	65%	6%
*BREP Europe VII (Sep 2023 / Mar 2029)	9,783,543	6,824,096	3,552,149	1.2x	—	54,974	1.1x	3,607,123	1.2x	n/m	15%
Total BREP Europe	€ 40,053,354	€ 11,905,734	€ 15,443,638	0.9x	—	€ 30,888,868	2.2x	€ 46,332,506	1.5x	16%	9%

continued...

Carry/Drawdown Funds continued

Fund (Investment Period Beginning Date / Ending Date) (a)	Committed Capital	Available Capital (b)	Unrealized Investments			Realized Investments		Total Investments		Net IRRs (d)	
			Value	MOIC (c)	% Public	Value	MOIC (c)	Value	MOIC (c)	Realized	Total
(Dollars/Euros in Thousands, Except Where Noted)											
Real Estate (continued)											
BREP Asia I (Jun 2013 / Dec 2017)	\$ 4,262,075	\$ 899,073	\$ 1,365,581	1.7x	52%	\$ 7,598,270	2.0x	\$ 8,963,851	1.9x	15%	12%
BREP Asia II (Dec 2017 / Mar 2022)	7,358,270	1,235,790	5,790,104	1.2x	25%	2,937,214	1.7x	8,727,318	1.3x	16%	4%
*BREP Asia III (Mar 2022 / Sep 2027)	8,227,110	4,487,829	4,152,125	1.1x	3%	78,233	2.5x	4,230,358	1.1x	50%	—
Total BREP Asia	19,847,455	6,622,692	11,307,810	1.2x	20%	10,613,717	1.9x	21,921,527	1.5x	16%	8%
BREP Co-Investment (f)	7,782,339	136,233	1,116,739	1.4x	—	15,292,655	2.2x	16,409,394	2.1x	16%	16%
Total BREP	\$ 178,518,827	\$ 44,511,755	\$ 76,773,747	1.1x	4%	\$ 180,757,112	2.2x	\$ 257,530,859	1.7x	16%	13%
*BREDS High-Yield (Various) (g)	\$ 27,609,234	\$ 9,699,347	\$ 4,925,724	1.1x	—	\$ 23,687,663	1.3x	\$ 28,613,387	1.3x	10%	9%
Private Equity											
Corporate Private Equity											
BCP I (Oct 1987 / Oct 1993)	\$ 859,081	\$ —	\$ —	n/a	—	\$ 1,741,738	2.6x	\$ 1,741,738	2.6x	19%	19%
BCP II (Oct 1993 / Aug 1997)	1,361,100	—	—	n/a	—	3,268,627	2.5x	3,268,627	2.5x	32%	32%
BCP III (Aug 1997 / Nov 2002)	3,967,422	—	—	n/a	—	9,228,707	2.3x	9,228,707	2.3x	14%	14%
BCOM (Jun 2000 / Jun 2006)	2,137,330	24,575	—	n/a	—	2,995,106	1.4x	2,995,106	1.4x	6%	6%
BCP IV (Nov 2002 / Dec 2005)	6,773,182	195,824	—	n/a	—	21,720,334	2.9x	21,720,334	2.9x	36%	36%
BCP V (Dec 2005 / Jan 2011)	21,009,112	982,018	8,105	n/a	100%	38,862,488	1.9x	38,870,593	1.9x	8%	8%
BCP VI (Jan 2011 / May 2016)	15,195,944	1,341,727	3,265,078	2.5x	22%	29,836,915	2.2x	33,101,993	2.2x	14%	12%
BCP VII (May 2016 / Feb 2020)	18,886,941	1,323,175	16,342,504	1.6x	27%	22,469,779	2.7x	38,812,283	2.1x	24%	12%
BCP VIII (Feb 2020 / Apr 2024)	25,769,794	5,928,759	27,772,656	1.4x	6%	5,978,409	2.1x	33,751,065	1.5x	30%	10%
*BCP IX (Apr 2024 / Apr 2030)	21,677,695	20,484,210	2,159,063	2.3x	—	—	n/a	2,159,063	2.3x	n/a	n/m
Energy I (Aug 2011 / Feb 2015)	2,441,558	174,492	386,236	2.0x	100%	4,456,279	2.0x	4,842,515	2.0x	13%	12%
Energy II (Feb 2015 / Feb 2020)	4,938,337	790,804	3,626,389	2.1x	69%	5,305,539	1.8x	8,931,928	1.9x	10%	8%
Energy III (Feb 2020 / Jun 2024)	4,384,818	1,866,235	5,465,243	2.3x	22%	2,606,774	2.4x	8,072,017	2.3x	36%	26%
*Energy Transition IV (Jun 2024 / Jun 2030)	5,863,713	4,177,226	2,528,351	1.5x	—	—	n/a	2,528,351	1.5x	n/a	n/m
BCP Asia I (Dec 2017 / Sep 2021)	2,440,988	421,419	2,548,842	2.1x	63%	2,886,922	3.0x	5,435,764	2.5x	43%	22%
*BCP Asia II (Sep 2021 / Sep 2027)	6,799,839	4,253,950	4,874,897	2.0x	17%	922,184	3.7x	5,797,081	2.1x	113%	34%
BCP Asia III (TBD)	9,073,171	9,073,171	—	n/a	—	—	n/a	—	n/a	n/a	n/a
Core Private Equity I (Jan 2017 / Mar 2021) (h)	4,760,130	1,186,811	7,295,060	2.0x	—	3,553,618	5.5x	10,848,678	2.5x	50%	16%
*Core Private Equity II (Mar 2021 / Mar 2026) (h)	8,231,063	5,062,439	5,371,675	1.5x	—	576,582	n/a	5,948,257	1.7x	n/a	15%
Total Corporate Private Equity	\$ 166,571,218	\$ 57,286,835	\$ 81,644,099	1.7x	16%	\$ 156,410,001	2.3x	\$ 238,054,100	2.0x	16%	15%

continued...

Carry/Drawdown Funds continued

			Unrealized Investments			Realized Investments		Total Investments		Net IRRs (d)	
Fund (Investment Period Beginning Date / Ending Date) (a)	Committed Capital	Available Capital (b)	Value	MOIC (c)	% Public	Value	MOIC (c)	Value	MOIC (c)	Realized	Total
(Dollars/Euros in Thousands, Except Where Noted)											
Private Equity (continued)											
Tactical Opportunities											
*Tactical Opportunities (Various)	\$ 31,672,435	\$ 13,144,666	\$ 13,976,290	1.3x	4%	\$ 28,880,021	1.8x	\$ 42,856,311	1.6x	15%	10%
*Tactical Opportunities Co-Investment and Other (Various)	10,813,242	1,246,726	4,643,913	1.6x	3%	10,763,360	1.7x	15,407,273	1.7x	18%	16%
Total Tactical Opportunities	\$ 42,485,677	\$ 14,391,392	\$ 18,620,203	1.3x	3%	\$ 39,643,381	1.8x	\$ 58,263,584	1.6x	16%	12%
Growth											
BXG I (Jul 2020 / Feb 2025)	\$ 4,950,166	\$ 575,606	\$ 4,298,732	1.0x	2%	\$ 567,155	2.7x	\$ 4,865,887	1.1x	n/m	-1%
*BXG II (Feb 2025 / Feb 2030)	4,343,044	4,340,132	21,139	n/m	—	2,973	n/m	24,112	n/m	n/m	n/m
Total Growth	\$ 9,293,210	\$ 4,915,738	\$ 4,319,871	1.0x	2%	\$ 570,128	2.7x	\$ 4,889,999	1.1x	n/m	-1%
Strategic Partners (Secondaries)											
Strategic Partners I-V (Various) (i)	\$ 11,035,527	\$ 9,572	\$ 2,069	n/a	—	\$ 16,796,758	n/a	\$ 16,798,827	1.7x	n/a	13%
Strategic Partners VI (Apr 2014 / Apr 2016) (i)	4,362,772	389,502	518,852	n/a	—	4,567,245	n/a	5,086,097	1.7x	n/a	13%
Strategic Partners VII (May 2016 / Mar 2019) (i)	7,489,970	1,614,768	2,584,678	n/a	—	8,166,524	n/a	10,751,202	1.9x	n/a	15%
Strategic Partners Real Assets II (May 2017 / Jun 2020) (i)	1,749,807	527,229	1,388,563	n/a	—	1,287,984	n/a	2,676,547	1.9x	n/a	15%
Strategic Partners VIII (Mar 2019 / Oct 2021) (i)	10,763,600	3,468,620	7,347,452	n/a	—	7,910,683	n/a	15,258,135	1.8x	n/a	20%
*Strategic Partners Real Estate, SMA and Other (Various) (i)	7,055,591	1,696,662	2,514,241	n/a	—	2,789,504	n/a	5,303,745	1.4x	n/a	11%
Strategic Partners Infrastructure III (Jun 2020 / Jun 2024) (i)	3,250,100	775,031	2,667,439	n/a	—	647,888	n/a	3,315,327	1.6x	n/a	18%
*Strategic Partners IX (Oct 2021 / Jan 2027) (i)	19,692,625	2,411,530	15,275,469	n/a	—	1,107,668	n/a	16,383,137	1.5x	n/a	20%
*Strategic Partners GP Solutions (Jun 2021 / Dec 2026) (i)	2,095,211	548,672	1,188,537	n/a	—	11,152	n/a	1,199,689	1.1x	n/a	—
*Strategic Partners Infrastructure IV (Jul 2024 / Jun 2029) (i)	4,837,949	3,949,312	72,929	n/a	—	—	n/a	72,929	n/m	n/a	n/m
Total Strategic Partners (Secondaries)	\$ 72,333,152	\$ 15,390,898	\$ 33,560,229	n/a	—	\$ 43,285,406	n/a	\$ 76,845,635	1.6x	n/a	14%
Life Sciences											
Clarus IV (Jan 2018 / Jan 2020)	\$ 910,000	\$ 53,548	\$ 707,236	2.1x	—	\$ 586,755	1.4x	\$ 1,293,991	1.7x	6%	9%
BXLS V (Jan 2020 / Mar 2025)	5,049,637	2,405,730	4,986,181	2.1x	1%	1,122,095	1.6x	6,108,276	2.0x	10%	19%

continued...

Carry/Drawdown Funds continued

Fund (Investment Period Beginning Date / Ending Date) (a)	Committed Capital	Available Capital (b)	Unrealized Investments			Realized Investments		Total Investments		Net IRRs (d)	
			Value	MOIC (c)	% Public	Value	MOIC (c)	Value	MOIC (c)	Realized	Total
(Dollars/Euros in Thousands, Except Where Noted)											
Credit											
Mezzanine / Opportunistic I (Jul 2007 / Oct 2011)	\$ 2,000,000	\$ —	\$ —	n/a	—	\$ 4,809,113	1.6x	\$ 4,809,113	1.6x	n/a	17%
Mezzanine / Opportunistic II (Nov 2011 / Nov 2016)	4,120,000	993,260	73,068	0.6x	—	6,678,087	1.4x	6,751,155	1.4x	n/a	9%
Mezzanine / Opportunistic III (Sep 2016 / Jan 2021)	6,639,133	1,075,107	1,363,156	0.9x	36%	9,398,065	1.6x	10,761,221	1.5x	n/a	12%
Mezzanine / Opportunistic IV (Jan 2021 / Aug 2025)	5,016,771	1,333,750	4,013,047	1.2x	—	2,902,069	1.6x	6,915,116	1.3x	n/a	13%
Mezzanine / Opportunistic V (Aug 2025 / Aug 2029)	4,679,221	4,589,329	90,283	1.0x	—	—	n/a	90,283	1.0x	n/a	n/m
Total Mezzanine / Opportunistic	22,455,125	7,991,446	5,539,554	1.1x	9%	23,787,334	1.5x	29,326,888	1.4x	n/a	13%
Stressed / Distressed I (Sep 2009 / May 2013)	3,253,143	—	—	n/a	—	5,777,098	1.3x	5,777,098	1.3x	n/a	9%
Stressed / Distressed II (Jun 2013 / Jun 2018)	5,125,000	547,430	68,114	0.1x	—	5,505,789	1.2x	5,573,903	1.1x	n/a	1%
Stressed / Distressed III (Dec 2017 / Dec 2022)	7,356,380	1,189,110	1,329,227	0.8x	—	5,665,789	1.6x	6,995,016	1.3x	n/a	10%
Total Stressed / Distressed	15,734,523	1,736,540	1,397,341	0.6x	—	16,948,676	1.3x	18,346,017	1.2x	n/a	7%
European Senior Debt I (Feb 2015 / Feb 2019)	€ 1,964,689	€ 65,697	€ 171,576	0.3x	—	€ 2,981,872	1.3x	€ 3,153,448	1.1x	n/a	1%
European Senior Debt II (Jun 2019 / Jun 2023) (j)	4,088,344	917,816	2,424,198	0.9x	—	4,542,977	1.7x	6,967,175	1.3x	n/a	9%
Total European Senior Debt	€ 6,053,033	€ 983,513	€ 2,595,774	0.8x	—	€ 7,524,849	1.5x	€ 10,120,623	1.2x	n/a	6%
Energy I (Nov 2015 / Nov 2018)	\$ 2,856,867	\$ 1,154,819	\$ 172,321	0.8x	—	\$ 3,430,854	1.6x	\$ 3,603,175	1.5x	n/a	10%
Energy II (Feb 2019 / Jun 2023)	3,616,081	1,464,279	540,936	1.0x	—	3,325,048	1.4x	3,865,984	1.3x	n/a	15%
*Energy III (May 2023 / May 2028)	6,477,000	3,273,735	4,354,427	1.1x	—	314,738	1.1x	4,669,165	1.1x	n/a	14%
Total Energy	12,949,948	5,892,833	5,067,684	1.1x	—	7,070,640	1.5x	12,138,324	1.3x	n/a	12%
*Senior Direct Lending I (Dec 2023 / Dec 2025) (k)	2,057,661	406,816	2,365,952	1.1x	—	80,770	1.1x	2,446,722	1.1x	n/a	10%
Total Credit Drawdown Funds (l)	\$ 60,102,916	\$ 17,183,263	\$ 17,420,564	1.0x	3%	\$ 56,876,948	1.5x	\$ 74,297,512	1.3x	n/a	10%

Select Perpetual Capital Strategies (m)

Strategy (Inception Year) (a)	Investment Strategy	Total Assets Under Management	Total Net Return (n)
(Dollars in Thousands, Except Where Noted)			
Real Estate			
BPP - Blackstone Property Partners Platform (2013) (o)	Core+ Real Estate	\$ 63,109,088	4%
BREIT - Blackstone Real Estate Income Trust (2017) (p)	Core+ Real Estate	53,010,834	9%
BREIT - Class I (q)	Core+ Real Estate		9%
BXMT - Blackstone Mortgage Trust (2013) (r)	Real Estate Debt	6,017,154	6%
Private Equity			
BXGP - Blackstone GP Stakes (2014) (s)	Minority GP Interests	10,707,425	13%
BIP - Blackstone Infrastructure Partners (2019) (t)	Infrastructure	55,704,659	17%
BXPE - Blackstone Private Equity Strategies Fund Program (2024) (u)	Private Equity	14,988,879	16%
BXPE - Class I (v)	Private Equity		16%
Credit			
BXSL - Blackstone Secured Lending Fund (2018) (w)	U.S. Direct Lending	16,560,625	11%
BCRED - Blackstone Private Credit Fund (2021) (x)	U.S. Direct Lending	84,996,509	10%
BCRED - Class I (y)	U.S. Direct Lending		10%
ECRED - Blackstone European Credit Fund (2022) (z)	European Direct Lending €	3,388,923	10%
ECRED - Class I (aa)	European Direct Lending		10%

The returns presented herein represent those of the applicable Blackstone Funds and not those of Blackstone.

n/m Not meaningful generally due to the limited time since initial investment.

n/a Not applicable.

SMA Separately managed account.

* For the carry/drawdown funds only, represents funds that are in their investment period as of September 30, 2025.

(a) Excludes investment vehicles where Blackstone does not earn fees.

(b) Available Capital represents total investable capital commitments, including side-by-side, adjusted for certain expenses and expired or callable capital and may include leverage, less invested capital. This amount is not reduced by outstanding commitments to investments.

(c) Multiple of Invested Capital ("MOIC") represents carrying value, before management fees, expenses and Performance Revenues, divided by invested capital.

(d) Unless otherwise indicated, Net Internal Rate of Return ("IRR") represents the annualized inception to September 30, 2025 IRR on total invested capital based on realized proceeds and unrealized value, as applicable, after management fees, expenses and Performance Revenues. IRRs are calculated using actual timing of limited partner cash flows. Initial inception date of cash flows may differ from the Investment Period Beginning Date.

(e) The 8% Realized Net IRR and 8% Total Net IRR exclude investors that opted out of the Hilton investment opportunity. Overall BREP International II performance reflects a 7% Realized Net IRR and a 7% Total Net IRR.

(f) BREP Co-Investment represents co-investment capital raised for various BREP investments. The Net IRR reflected is calculated by aggregating each co-investment's realized proceeds and unrealized value, as applicable, after management fees, expenses and Performance Revenues.

(g) BREDS High-Yield represents the flagship real estate debt drawdown funds only.

(h) Blackstone Core Equity Partners is a core private equity strategy which invests with a more modest risk profile and longer hold period than traditional private equity.

- (i) Strategic Partners' Unrealized Investment Value, Realized Investment Value, Total Investment Value, Total MOIC and Total Net IRRs are reported on a three-month lag and therefore do not include the impact of economic and market activities in the current quarter. Realizations are treated as returns of capital until fully recovered and therefore Unrealized and Realized MOICs and Realized Net IRRs are not applicable. Committed Capital and Available Capital are presented as of the current quarter.
- (j) European Senior Debt II IRR represents the blended return across the commingled levered and unlevered funds within the strategy. Total net returns were 13% and 7%, respectively, for the levered and unlevered funds of the strategy.
- (k) Senior Direct Lending IRR represents the blended return across the commingled levered and unlevered funds within the strategy. Total net returns were 12% and 8%, respectively, for the levered and unlevered funds of the strategy.
- (l) Funds presented represent the flagship credit drawdown funds only. The Total Credit Net IRR is the combined IRR of the credit drawdown funds presented.
- (m) Represents the performance for select perpetual capital strategies; strategies excluded consist primarily of (1) investment strategies that have been investing for less than one year, (2) perpetual capital assets managed for certain insurance clients, and (3) investment vehicles where Blackstone does not earn fees.
- (n) Unless otherwise indicated, Total Net Return represents the annualized inception to September 30, 2025 IRR on total invested capital based on realized proceeds and unrealized value, as applicable, after management fees, expenses and Performance Revenues. IRRs are calculated using actual timing of investor cash flows. Initial inception date of cash flows occurred during the Inception Year.
- (o) BPP represents the aggregate Total Assets Under Management and Total Net Return of the BPP Platform, which comprises over 30 fund, co-investment and separately managed account vehicles. It includes certain vehicles managed as part of the BPP Platform but not classified as Perpetual Capital. As of September 30, 2025, these vehicles represented \$4.4 billion of Total Assets Under Management.
- (p) The BREIT Total Net Return reflects a per share blended return, assuming BREIT had a single share class, reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BREIT. This return is not representative of the return experienced by any particular investor or share class. Total Net Return is presented on an annualized basis and is from January 1, 2017.
- (q) Represents the Total Net Return for BREIT's Class I shares, its largest share class. Performance varies by share class. Class I Total Net Return assumes reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BREIT. Class I Total Net Return is presented on an annualized basis and is from January 1, 2017.
- (r) The BXMT Total Net Return reflects annualized market return of a shareholder invested in BXMT since inception, May 22, 2013, assuming reinvestment of all dividends received during the period.
- (s) Blackstone GP Stakes ("BXGP") represents the aggregate Total Assets Under Management and Total Net Return of BSCH I and BSCH II funds that invest as part of the Secondaries - GP Stakes strategy, which targets minority investments in the general partners of private equity and other private-market alternative asset management firms globally. As of September 30, 2025, including vehicles that are not classified as Perpetual Capital and co-investment vehicles that do not pay fees, BXGP Total Assets Under Management is \$12.7 billion.
- (t) BIP represents the aggregate Total Assets Under Management and Total Net Return of infrastructure- focused funds and co-investment vehicles for institutional investors with a primary focus on the U.S. and Europe. As of September 30, 2025, including co-investment vehicles that do not pay fees, BIP Total Assets Under Management is \$67.3 billion.
- (u) The BXPE Total Net Return reflects a per share blended return, assuming the BXPE fund program had a single vehicle and a single share class, reinvestment of any dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BXPE. This return is not representative of the return experienced by any particular vehicle, investor or share class. For purposes of calculating the blended return, vehicles or share classes that report in a foreign currency have been

converted to U.S. dollars at the spot rate as of September 30, 2025. Total Net Return is from January 2, 2024 and any share class or vehicle that has an inception date of less than one year from such latest reporting date is excluded from the calculation. BXPE Total Assets Under Management reflects net asset value as of September 30, 2025. BXPE Total Assets Under Management, to the extent managed by a different business, is reported in such business for the purposes of segment Assets Under Management reporting.

- (v) Represents the blended Total Net Return for the BXPE fund program's Class I shares, its largest share class across vehicles. Performance varies by vehicle and share class. Class I Total Net Return assumes reinvestment of any dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by the Class I shares. For purposes of calculating the blended Class I return, vehicles or share classes that report in a foreign currency have been converted to U.S. dollars at the spot rate as of September 30, 2025. Class I Total Net Return is from January 2, 2024 and any share class or vehicle that has an inception date of less than one year from such latest reporting date is excluded from the calculation.
- (w) The BXSL Total Assets Under Management and Total Net Return are presented as of June 30, 2025. Refer to BXSL public filings for current quarter results. BXSL Total Net Return reflects the change in Net Asset Value ("NAV") per share, plus distributions per share (assuming dividends and distributions are reinvested in accordance with BXSL's dividend reinvestment plan) divided by the beginning NAV per share. Total Net Returns are presented on an annualized basis and are from November 20, 2018.
- (x) The BCRED Total Net Return reflects a per share blended return, assuming BCRED had a single share class, reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BCRED. This return is not representative of the return experienced by any particular investor or share class. Total Net Return is presented on an annualized basis and is from January 7, 2021. Total Assets Under Management reflects gross asset value plus amounts borrowed or available to be borrowed under certain credit facilities. BCRED net asset value as of September 30, 2025 was \$46.7 billion.
- (y) Represents the Total Net Return for BCRED's Class I shares, its largest share class. Performance varies by share class. Class I Total Net Return assumes reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BCRED. Class I Total Net Return is presented on an annualized basis and is from January 7, 2021.
- (z) The ECRED Total Net Return reflects a per share blended return, assuming ECRED had a single share class, reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by ECRED. This return is not representative of the return experienced by any particular investor or share class. Total Net Return is presented on an annualized basis and is from October 3, 2022. Total AUM reflects gross asset value plus amounts borrowed or available to be borrowed under certain credit facilities as of September 30, 2025. ECRED net asset value as of September 30, 2025 was €1.7 billion.
- (aa) Represents the Total Net Return for ECRED's Class I shares, its largest share class. Performance varies by share class. Total Net Return assumes reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by ECRED. Class I Total Net Return is presented on an annualized basis and is from October 3, 2022.

Segment Analysis

Discussed below is our Segment Distributable Earnings for each of our segments. This information is reflected in the manner utilized by our senior management to make operating decisions, assess performance and allocate resources. References to "our" sectors or investments may also refer to portfolio companies and investments of the underlying funds that we manage.

Real Estate

The following table presents the results of operations for our Real Estate segment:

	Three Months Ended September 30,		2025 vs. 2024		Nine Months Ended September 30,		2025 vs. 2024	
	2025	2024	\$	%	2025	2024	\$	%
(Dollars in Thousands)								
Management Fees, Net								
Base Management Fees	\$ 670,774	\$ 672,260	\$ (1,486)	—	\$ 2,008,529	\$ 2,052,223	\$ (43,694)	-2%
Transaction and Other Fees, Net	21,238	24,810	(3,572)	-14%	103,104	129,140	(26,036)	-20%
Management Fee Offsets	(3,213)	(1,524)	(1,689)	111%	(10,694)	(7,921)	(2,773)	35%
Total Management Fees, Net	688,799	695,546	(6,747)	-1%	2,100,939	2,173,442	(72,503)	-3%
Fee Related Performance Revenues	124,647	72,428	52,219	72%	252,040	202,992	49,048	24%
Fee Related Compensation	(168,377)	(166,567)	(1,810)	1%	(509,111)	(525,540)	16,429	-3%
Other Operating Expenses	(95,228)	(100,739)	5,511	-5%	(265,557)	(282,879)	17,322	-6%
Fee Related Earnings	549,841	500,668	49,173	10%	1,578,311	1,568,015	10,296	1%
Realized Performance Revenues	132,792	78,022	54,770	70%	195,389	181,461	13,928	8%
Realized Performance Compensation	(69,623)	(44,761)	(24,862)	56%	(102,532)	(91,919)	(10,613)	12%
Realized Principal Investment Income	5,303	6,421	(1,118)	-17%	8,449	15,667	(7,218)	-46%
Net Realizations	68,472	39,682	28,790	73%	101,306	105,209	(3,903)	-4%
Segment Distributable Earnings	\$ 618,313	\$ 540,350	\$ 77,963	14%	\$ 1,679,617	\$ 1,673,224	\$ 6,393	—

n/m Not meaningful.

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Segment Distributable Earnings were \$618.3 million for the three months ended September 30, 2025, an increase of \$78.0 million, compared to \$540.4 million for the three months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to an increase of \$49.2 million in Fee Related Earnings and an increase of \$28.8 million in Net Realizations.

The performance of funds in our Real Estate segment was stable overall in the third quarter of 2025. Continued momentum in digital infrastructure and multifamily investments supported appreciation, despite some offsetting weakness of foreign currencies against the U.S. dollar.

We believe values in our Real Estate equity portfolio will continue to benefit from healthy cash flow growth, declining new supply and further improvement in the cost and availability of debt. More favorable capital markets, along with improving investor sentiment, are also supporting an environment that is more conducive to transaction activity. While we expect the market for larger realizations to remain muted in the near-term, we believe this environment, if sustained, should provide a strong foundation for acceleration in transaction activity.

Fee Related Earnings

Fee Related Earnings were \$549.8 million for the three months ended September 30, 2025, an increase of \$49.2 million, compared to \$500.7 million for the three months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to an increase of \$52.2 million in Fee Related Performance Revenues.

Fee Related Performance Revenues were \$124.6 million for the three months ended September 30, 2025, an increase of \$52.2 million, compared to \$72.4 million for the three months ended September 30, 2024. The increase was primarily attributable to higher Fee Related Performance Revenues in BREIT.

Net Realizations

Net Realizations were \$68.5 million for the three months ended September 30, 2025, an increase of \$28.8 million, compared to \$39.7 million for the three months ended September 30, 2024. The increase in Net Realizations was primarily attributable to an increase of \$54.8 million in Realized Performance Revenues, partially offset by an increase of \$24.9 million in Realized Performance Compensation.

Realized Performance Revenues were \$132.8 million for the three months ended September 30, 2025, an increase of \$54.8 million, compared to \$78.0 million for the three months ended September 30, 2024. The increase was primarily attributable to higher Realized Performance Revenues in BREP.

Realized Performance Compensation was \$69.6 million for the three months ended September 30, 2025, an increase of \$24.9 million, compared to \$44.8 million for the three months ended September 30, 2024. The increase was primarily attributable to the increase in Realized Performance Revenues.

Nine Months Ended September 30, 2025 Compared to Nine Months Ended September 30, 2024

Segment Distributable Earnings were \$1.7 billion for the nine months ended September 30, 2025, an increase of \$6.4 million, compared to the nine months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to an increase of \$10.3 million in Fee Related Earnings, partially offset by a decrease of \$3.9 million in Net Realizations.

Fee Related Earnings

Fee Related Earnings were \$1.6 billion for the nine months ended September 30, 2025, an increase of \$10.3 million, compared to the nine months ended September 30, 2024. The increase in Fee Related Earnings was attributable to an increase of \$49.0 million in Fee Related Performance Revenues, offset by a decrease of \$72.5 million in Management Fees, Net.

Fee Related Performance Revenues were \$252.0 million for the nine months ended September 30, 2025, an increase of \$49.0 million, compared to \$203.0 million for the nine months ended September 30, 2024. The increase was primarily attributable to higher Fee Related Performance Revenues in BREIT.

Management Fees, Net were \$2.1 billion for the nine months ended September 30, 2025, a decrease of \$72.5 million, compared to \$2.2 billion for the nine months ended September 30, 2024, primarily attributable to decreases in Base Management Fees and Transaction and Other Fees, Net. Base Management Fees decreased \$43.7 million primarily attributable to a decrease in Fee-Earning Assets Under Management in BREDS and BREIT. Transaction and Other Fees, Net decreased \$26.0 million primarily attributable to a decrease in acquisition advisory fees paid to the advisor of our BREP funds.

Net Realizations

Net Realizations were \$101.3 million for the nine months ended September 30, 2025, a decrease of \$3.9 million, compared to \$105.2 million for the nine months ended September 30, 2024. The decrease in Net Realizations was attributable to an increase of \$10.6 million in Realized Performance Compensation and a decrease of \$7.2 million in Realized Principal Investment Income, partially offset by an increase of \$13.9 million in Realized Performance Revenues.

Fund Returns

Fund return information is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund returns information reflected in this discussion and analysis is not indicative of the financial performance of Blackstone and is also not necessarily indicative of the future performance of any particular fund. An investment in Blackstone is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns.

The following table presents the internal rates of return, except where noted, of our significant real estate funds:

Fund (a)	Three Months Ended September 30,				Nine Months Ended September 30,				September 30, 2025 Inception to Date			
	2025		2024		2025		2024		Realized		Total	
	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net
BREP VIII	-1%	-1%	1%	0%	-3%	-3%	2%	1%	30%	23%	17%	12%
BREP IX	-2%	-2%	0%	0%	-5%	-3%	-1%	-1%	70%	47%	12%	7%
BREP X	4%	2%	8%	6%	15%	9%	25%	15%	23%	12%	25%	10%
BREP Europe V (b)	-4%	-4%	-5%	-4%	-6%	-5%	-8%	-7%	50%	41%	10%	6%
BREP Europe VI (b)	-7%	-6%	1%	0%	-14%	-12%	2%	1%	89%	65%	11%	6%
BREP Europe VII (b)	5%	3%	n/m	n/m	13%	8%	n/m	n/m	n/m	n/m	36%	15%
BREP Asia II	2%	2%	1%	1%	5%	4%	1%	0%	24%	16%	7%	4%
BREP Asia III	3%	2%	6%	3%	18%	14%	9%	-1%	73%	50%	10%	0%
BREP Co-Investment (c)	-1%	-1%	1%	0%	-1%	-1%	3%	0%	18%	16%	18%	16%
BPP (d)	-1%	-1%	-1%	-1%	-3%	-4%	-1%	-2%	n/a	n/a	5%	4%
BREIT (e)	n/a	2%	n/a	0%	n/a	5%	n/a	2%	n/a	n/a	n/a	9%
BREIT - Class I (f)	n/a	2%	n/a	0%	n/a	5%	n/a	2%	n/a	n/a	n/a	9%
BREDS High-Yield (g)	5%	4%	4%	3%	13%	9%	12%	9%	14%	10%	14%	9%
BXMT (h)	n/a	-2%	n/a	12%	n/a	14%	n/a	-2%	n/a	n/a	n/a	6%

The returns presented herein represent those of the applicable Blackstone Funds and not those of Blackstone.

n/m Not meaningful generally due to the limited time since initial investment.

n/a Not applicable.

- (a) Net returns are based on the change in carrying value (realized and unrealized) after management fees, expenses and Performance Revenues. Excludes investment vehicles where Blackstone does not earn fees.
- (b) Reflects an internal rate of return for euro-denominated investors in these funds.
- (c) BREP Co-Investment represents co-investment capital raised for various BREP investments. The Net IRR reflected is calculated by aggregating each co-investment's realized proceeds and unrealized value, as applicable, after management fees, expenses and Performance Revenues.
- (d) The BPP platform, which comprises over 30 fund, co-investment and separately managed account vehicles, represents the Core+ real estate funds that invest with a more modest risk profile and lower leverage.
- (e) Reflects a per share blended return for each respective period, assuming BREIT had a single share class, reinvestment of all dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BREIT. These returns are not representative of the returns experienced by any particular investor or share class. Inception to date returns are presented on an annualized basis and are from January 1, 2017.
- (f) Represents the Total Net Return for BREIT's Class I shares, its largest share class. Performance varies by share class. Class I Total Net Return assumes reinvestment of all dividends received during the period, and

no upfront selling commission, net of all fees and expenses incurred by BREIT. Inception to date return is from January 1, 2017.

(g) BREDS High-Yield represents the flagship real estate debt drawdown funds only. Inception to date returns are from July 1, 2009.

(h) Reflects the annualized return of a shareholder invested in BXMT as of the beginning of each period presented, assuming reinvestment of all dividends received during the period, and net of all fees and expenses incurred by BXMT. Return incorporates the closing NYSE stock price as of each period end. Inception to date returns are from May 22, 2013.

Funds With Closed Investment Periods as of September 30, 2025

The Real Estate segment has thirteen funds with closed investment periods as of September 30, 2025: BREP IX, BREP VIII, BREP VII, BREP VI, BREP V, BREP Europe VI, BREP Europe V, BREP Europe IV, BREP Europe III, BREP Asia II, BREP Asia I, BREDS IV and BREDS III. As of September 30, 2025, BREP VII, BREP VI, BREP V, BREP Europe IV, BREP Europe III and BREP Asia I were above their carried interest thresholds (i.e., the preferred return payable to its limited partners before the general partner is eligible to receive carried interest) and would have been above their carried interest thresholds even if all remaining investments were valued at zero. BREP IX, BREP VIII, BREDS IV and BREDS III were above their carried interest thresholds as of September 30, 2025, while BREP Asia II, BREP Europe VI, and BREP Europe V were below their carried interest thresholds. Funds are considered above their carried interest thresholds based on the aggregate fund position, although individual limited partners may be below their respective carried interest thresholds in certain funds.

Private Equity

The following table presents the results of operations for our Private Equity segment:

	Three Months Ended September 30,		2025 vs. 2024		Nine Months Ended September 30,		2025 vs. 2024	
	2025	2024	\$	%	2025	2024	\$	%
(Dollars in Thousands)								
Management and Advisory Fees, Net								
Base Management Fees	\$ 628,402	\$ 511,355	\$ 117,047	23%	\$ 1,811,914	\$ 1,454,183	\$ 357,731	25%
Transaction, Advisory and Other Fees, Net	106,903	45,592	61,311	134%	270,111	118,721	151,390	128%
Management Fee Offsets	(17,915)	(4,127)	(13,788)	334%	(36,545)	(4,026)	(32,519)	808%
Total Management and Advisory Fees, Net	717,390	552,820	164,570	30%	2,045,480	1,568,878	476,602	30%
Fee Related Performance Revenues	126,652	5,868	120,784	n/m	379,887	14,571	365,316	n/m
Fee Related Compensation	(231,915)	(169,059)	(62,856)	37%	(702,159)	(489,686)	(212,473)	43%
Other Operating Expenses	(120,743)	(96,660)	(24,083)	25%	(335,937)	(274,131)	(61,806)	23%
Fee Related Earnings	491,384	292,969	198,415	68%	1,387,271	819,632	567,639	69%
Realized Performance Revenues	559,383	216,643	342,740	158%	1,318,436	1,048,314	270,122	26%
Realized Performance Compensation	(205,967)	(94,800)	(111,167)	117%	(573,932)	(495,042)	(78,890)	16%
Realized Principal Investment Income	26,686	9,028	17,658	196%	55,721	37,182	18,539	50%
Net Realizations	380,102	130,871	249,231	190%	800,225	590,454	209,771	36%
Segment Distributable Earnings	\$ 871,486	\$ 423,840	\$ 447,646	106%	\$ 2,187,496	\$ 1,410,086	\$ 777,410	55%

n/m Not meaningful.

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Segment Distributable Earnings were \$871.5 million for the three months ended September 30, 2025, an increase of \$447.6 million, compared to \$423.8 million for the three months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to an increase of \$249.2 million in Net Realizations and an increase of \$198.4 million in Fee Related Earnings.

Our Private Equity segment generated positive performance across all strategies in the third quarter of 2025, with particular strength in our Infrastructure and Secondaries strategies. In Corporate Private Equity, our operating companies exhibited resilient performance with solid revenue growth and margin stability. A more favorable capital markets environment has begun to provide a foundation for acceleration in transaction activity, including initial public offerings. If sustained, this environment should contribute to a further increase in transaction activity, including realizations, in our Private Equity segment.

Fee Related Earnings

Fee Related Earnings were \$491.4 million for the three months ended September 30, 2025, an increase of \$198.4 million, compared to \$293.0 million for the three months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to increases of \$164.6 million in Management and Advisory Fees, Net and \$120.8 million in Fee Related Performance Revenues, partially offset by an increase of \$62.9 million in Fee Related Compensation.

Management and Advisory Fees, Net were \$717.4 million for the three months ended September 30, 2025, an increase of \$164.6 million, compared to \$552.8 million for the three months ended September 30, 2024, primarily attributable to increases in Base Management Fees and Transaction, Advisory and Other Fees, Net. Base Management Fees increased \$117.0 million primarily attributable to fee holiday expirations of BCP IX and BETP IV, as well as an increase in Fee-Earning Assets Under Management in BXPE and BIP. Transaction, Advisory and Other Fees, Net increased \$61.3 million primarily attributable to increased volume of deal activity in BXCM.

Fee Related Performance Revenues were \$126.7 million for the three months ended September 30, 2025, an increase of \$120.8 million, compared to \$5.9 million for the three months ended September 30, 2024. The increase was primarily attributable to crystallization of performance revenues in BXPE and BIP.

Fee Related Compensation was \$231.9 million for the three months ended September 30, 2025, an increase of \$62.9 million, compared to \$169.1 million for the three months ended September 30, 2024. The increase was primarily attributable to increases in Fee Related Performance Revenues and Management and Advisory Fees, Net both of which impact Fee Related Compensation.

Net Realizations

Net Realizations were \$380.1 million for the three months ended September 30, 2025, an increase of \$249.2 million, compared to \$130.9 million for the three months ended September 30, 2024. The increase in Net Realizations was attributable to an increase in Realized Performance Revenues of \$342.7 million, partially offset by an increase in Realized Performance Compensation of \$111.2 million.

Realized Performance Revenues were \$559.4 million for the three months ended September 30, 2025, an increase of \$342.7 million, compared to \$216.6 million for the three months ended September 30, 2024. The increase was primarily attributable to increases in Realized Performance Revenues in Secondaries, related to the sale of an interest in the GP Stakes portfolio, and Tactical Opportunities.

Realized Performance Compensation was \$206.0 million for the three months ended September 30, 2025, an increase of \$111.2 million, compared to \$94.8 million for the three months ended September 30, 2024. The increase was primarily attributable to the increase in Realized Performance Revenues.

Nine Months Ended September 30, 2025 Compared to Nine Months Ended September 30, 2024

Segment Distributable Earnings were \$2.2 billion for the nine months ended September 30, 2025, an increase of \$777.4 million, compared to \$1.4 billion for the nine months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to an increase of \$567.6 million in Fee Related Earnings and an increase of \$209.8 million in Net Realizations.

Fee Related Earnings

Fee Related Earnings were \$1.4 billion for the nine months ended September 30, 2025, an increase of \$567.6 million, compared to \$819.6 million for the nine months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to increases of \$476.6 million in Management and Advisory Fees, Net and \$365.3 million in Fee Related Performance Revenues, partially offset by an increase of \$212.5 million in Fee Related Compensation.

Management and Advisory Fees, Net were \$2.0 billion for the nine months ended September 30, 2025, an increase of \$476.6 million compared to \$1.6 billion for the nine months ended September 30, 2024, primarily attributable to increases in Base Management Fees and Transaction, Advisory and Other Fees, Net. Base Management Fees increased \$357.7 million primarily attributable to fee holiday expirations in BCP IX and BETP IV, as well as increased Fee-Earning Assets Under Management in BXPE and BIP. Transaction, Advisory and Other Fees, Net increased \$151.4 million primarily attributable to increased volume of deal activity in BXCM.

Fee Related Performance Revenues were \$379.9 million for the nine months ended September 30, 2025, an increase of \$365.3 million compared to \$14.6 million for the nine months ended September 30, 2024. The increase was primarily attributable to crystallization of performance revenues in BXPE and BIP.

Fee Related Compensation was \$702.2 million for the nine months ended September 30, 2025, an increase of \$212.5 million, compared to \$489.7 million for the nine months ended September 30, 2024. The increase was primarily attributable to increases in Management and Advisory Fees, Net and Fee Related Performance Revenues, both of which impact Fee Related Compensation.

Net Realizations

Net Realizations were \$800.2 million for the nine months ended September 30, 2025, an increase of \$209.8 million, compared to \$590.5 million for the nine months ended September 30, 2024. The increase in Net Realizations was primarily attributable to an increase of \$270.1 million in Realized Performance Revenues, partially offset by an increase of \$78.9 million in Realized Performance Compensation.

Realized Performance Revenues were \$1.3 billion for the nine months ended September 30, 2025, an increase of \$270.1 million, compared to \$1.0 billion for the nine months ended September 30, 2024. The increase was primarily attributable to increases in Realized Performance Revenues in Secondaries, related to the sale of an interest in the GP Stakes portfolio, and Tactical Opportunities.

Realized Performance Compensation was \$573.9 million for the nine months ended September 30, 2025, an increase of \$78.9 million, compared to \$495.0 million for the nine months ended September 30, 2024. The increase was primarily attributable to the increase in Realized Performance.

Fund Returns

Fund returns information is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund returns information reflected in this discussion and analysis is not indicative of the financial performance of Blackstone and is also not necessarily indicative of the

future performance of any particular fund. An investment in Blackstone is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns.

The following table presents the internal rates of return of our significant private equity funds:

Fund (a)	Three Months Ended September 30,				Nine Months Ended September 30,				September 30, 2025 Inception to Date			
	2025		2024		2025		2024		Realized		Total	
	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net	Gross	Net
BCP VI	-3%	-3%	2%	2%	0%	0%	2%	2%	18%	14%	17%	12%
BCP VII	-1%	-1%	3%	3%	8%	6%	9%	7%	33%	24%	18%	12%
BCP VIII	1%	1%	8%	6%	8%	5%	13%	8%	43%	30%	17%	10%
BCP Asia I	-6%	-6%	9%	8%	-3%	-3%	16%	13%	62%	43%	33%	22%
BCP Asia II	-1%	-2%	20%	17%	9%	4%	44%	35%	177%	113%	57%	34%
BEP II	2%	1%	6%	2%	-8%	-8%	21%	8%	14%	10%	13%	8%
BEP III	11%	9%	9%	7%	15%	12%	17%	13%	52%	36%	38%	26%
BCEP I	2%	2%	2%	2%	3%	3%	6%	5%	55%	50%	18%	16%
BCEP II	8%	7%	3%	2%	18%	15%	12%	9%	n/a	n/a	20%	15%
Tactical Opportunities	4%	2%	5%	3%	10%	6%	9%	5%	18%	15%	15%	10%
Tactical Opportunities Co-Investment and Other	3%	1%	5%	4%	11%	9%	10%	9%	21%	18%	19%	16%
Clarus IV	1%	1%	3%	3%	0%	-1%	17%	14%	11%	6%	14%	9%
BXLS V	2%	2%	7%	5%	18%	14%	24%	17%	16%	10%	30%	19%
BXG I	1%	1%	0%	-1%	6%	4%	1%	-2%	n/m	n/m	3%	-1%
BXPE (e)	n/a	3%	n/a	4%	n/a	13%	n/a	8%	n/a	n/a	n/a	16%
BXPE - Class I (f)	n/a	3%	n/a	n/a	n/a	13%	n/a	n/a	n/a	n/a	n/a	16%
BIP (d)	5%	4%	6%	5%	17%	13%	18%	15%	n/a	n/a	22%	17%
Strategic Partners VII (b)	2%	2%	-2%	-2%	2%	1%	-3%	-3%	n/a	n/a	20%	15%
Strategic Partners Real Assets II (b)	2%	2%	1%	0%	14%	12%	10%	8%	n/a	n/a	19%	15%
Strategic Partners VIII (b)	3%	2%	0%	-1%	4%	2%	1%	-1%	n/a	n/a	27%	20%
Strategic Partners Real Estate, SMA and Other (b)	1%	1%	2%	1%	3%	2%	-1%	-5%	n/a	n/a	13%	11%
Strategic Partners Infrastructure III (b)	4%	3%	4%	3%	10%	8%	9%	7%	n/a	n/a	25%	18%
Strategic Partners IX (b)	5%	4%	2%	1%	21%	17%	18%	13%	n/a	n/a	29%	20%
Strategic Partners GP Solutions (b)	4%	4%	-2%	-2%	7%	4%	-2%	-4%	n/a	n/a	3%	0%
BXGP (c)	1%	-3%	13%	12%	12%	5%	28%	22%	n/a	n/a	20%	13%

The returns presented herein represent those of the applicable Blackstone Funds and not those of Blackstone.

n/m Not meaningful generally due to the limited time since initial investment.

n/a Not applicable.

SMA Separately managed account.

(a) Net returns are based on the change in carrying value (realized and unrealized) after management fees, expenses and Performance Revenues. Excludes investment vehicles where Blackstone does not earn fees.

(b) Gross and net returns are reported on a three-month lag, reflect Strategic Partners' fund financial performance as of the prior quarter and therefore do not include the impact of economic and market

activities in the current quarter. Realizations are treated as returns of capital until fully recovered and therefore inception to date realized returns are not applicable.

- (c) Blackstone GP Stakes (“BXGP”) gross and net returns represent BSCH I and II funds that invest as part of the Secondaries GP Stakes strategy. Returns include performance of investments in four public-market general partner stakes acquired in BSCH I, prior to a shift in BXGP’s strategy in 2017 to focus exclusively on private-markets general partners.
- (d) Gross and net returns reflect infrastructure-focused funds for institutional investors.
- (e) Reflects a per share blended return for each respective period, assuming the BXPE had a single vehicle and a single share class, reinvestment of any dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by BXPE. These returns are not representative of the returns experienced by any particular vehicle, investor or share class. For purposes of calculating the blended return, vehicles or share classes that report in a foreign currency have been converted to U.S. dollars at the spot rate as of September 30, 2025. Inception to date returns are presented on an annualized basis and are from January 2, 2024 and any share class or vehicle that has an inception date of less than one year from such latest reporting date is excluded from the calculation.
- (f) Represents the blended returns for BXPE’s Class I shares, its largest share class across vehicles. Performance varies by vehicle and share class. Class I Total Net Return assumes reinvestment of any dividends received during the period, and no upfront selling commission, net of all fees and expenses incurred by the Class I shares. For purposes of calculating the blended return, vehicles or share classes that report in a foreign currency have been converted to U.S. dollars at the spot rate as of September 30, 2025. Class I Total Net Return is from January 2, 2024 and any share class or vehicle that has an inception date of less than one year from such latest reporting date is excluded from the calculation.

Funds With Closed Investment Periods as of September 30, 2025

Corporate Private Equity has eleven funds with closed investment periods: BCP V, BCP VI, BCP VII, BCP VIII, BEP I, BEP II, BEP III, BCEP I and BCP Asia I. BCP V is comprised of two fund classes, the BCP V “main fund” and BCP V-AC fund. Within these fund classes, the general partner is subject to equalization such that (a) the general partner accrues carried interest when the respective carried interest for either fund class is positive and (b) the general partner realizes carried interest so long as clawback obligations, if any, for either of the respective fund classes are fully satisfied. BCP V, BCP VI, BCP VII, BCP VIII, BEP I, BEP II, BEP III, BCEP I and BCP Asia I were above their respective carried interest thresholds. Funds are considered above their carried interest thresholds based on the aggregate fund position, although individual limited partners may be below their respective carried interest thresholds in certain funds.

Tactical Opportunities has various funds with closed investment periods, including but not limited to: BTOF-POOL, BTOF-POOL II, and BTOF-POOL III, which are each above their carried interest thresholds based on aggregate fund position. Blackstone Growth has one fund with a closed investment period, BXG I, which is not above its carried interest threshold. Secondaries has various funds with closed investment periods, including but not limited to: Strategic Partners Infrastructure III, Strategic Partners VIII, Strategic Partners Real Estate VII and BSCH I which are above their respective carried interest thresholds based on aggregate fund position. Blackstone Life Sciences has funds with a closed investment period: Clarus IV and BXLS V, which are each above their carried interest thresholds.

Credit & Insurance

The following table presents the results of operations for our Credit & Insurance segment:

	Three Months Ended September 30,		2025 vs. 2024		Nine Months Ended September 30,		2025 vs. 2024	
	2025	2024	\$	%	2025	2024	\$	%
(Dollars in Thousands)								
Management Fees, Net								
Base Management Fees	\$ 483,078	\$ 407,947	\$ 75,131	18%	\$ 1,393,958	\$ 1,149,811	\$ 244,147	21%
Transaction and Other Fees, Net	27,062	11,164	15,898	142%	56,522	31,200	25,322	81%
Management Fee Offsets	(12,965)	(1,062)	(11,903)	n/m	(35,634)	(2,947)	(32,687)	n/m
Total Management Fees, Net	497,175	418,049	79,126	19%	1,414,846	1,178,064	236,782	20%
Fee Related Performance Revenues	201,719	185,805	15,914	9%	587,056	519,106	67,950	13%
Fee Related Compensation	(218,425)	(181,586)	(36,839)	20%	(640,348)	(532,658)	(107,690)	20%
Other Operating Expenses	(113,120)	(97,756)	(15,364)	16%	(316,824)	(270,680)	(46,144)	17%
Fee Related Earnings	367,349	324,512	42,837	13%	1,044,730	893,832	150,898	17%
Realized Performance Revenues	40,124	42,926	(2,802)	-7%	219,114	149,293	69,821	47%
Realized Performance Compensation	(21,123)	(16,489)	(4,634)	28%	(92,051)	(59,548)	(32,503)	55%
Realized Principal Investment Income	29,855	24,239	5,616	23%	143,558	31,311	112,247	358%
Net Realizations	48,856	50,676	(1,820)	-4%	270,621	121,056	149,565	124%
Segment Distributable Earnings	\$ 416,205	\$ 375,188	\$ 41,017	11%	\$ 1,315,351	\$ 1,014,888	\$ 300,463	30%

n/m Not meaningful.

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Segment Distributable Earnings were \$416.2 million for the three months ended September 30, 2025, an increase of \$41.0 million, compared to \$375.2 million for the three months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to an increase of \$42.8 million in Fee Related Earnings, partially offset by a decrease of \$1.8 million in Net Realizations.

Our Credit & Insurance segment demonstrated strong performance in the third quarter of 2025. While lower interest rates will likely reduce returns in our floating rate strategies, we believe we will continue to generate excess returns relative to liquid markets in our private credit strategies. Our Credit & Insurance segment funds' holdings are predominantly in senior secured credit with significant equity subordination from institutional borrowers. While we would expect defaults to rise as the credit cycle progresses, we believe these structural advantages should position our Credit & Insurance segment well.

We also continue to see long-term structural shifts toward private credit in the lending market. This has contributed to robust momentum in our non-investment grade strategies, investment grade private credit and perpetual capital strategies. In addition, opportunities for corporate and bank partnerships and a favorable capital markets environment should continue to support overall transaction activity, including deployment. Given the significant opportunities in the space, competition in the private credit markets has increased and is likely to increase further as a result of product innovation and customization by private credit managers. In addition, regulatory measures aimed at reducing burden on U.S. banks, such as less onerous bank regulatory capital requirements, may also increase competition.

Fee Related Earnings

Fee Related Earnings were \$367.3 million for the three months ended September 30, 2025, an increase of \$42.8 million, compared to \$324.5 million for the three months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to an increase of \$79.1 million in Management Fees, Net, partially offset by an increase of \$36.8 million in Fee Related Compensation.

Management Fees, Net were \$497.2 million for the three months ended September 30, 2025, an increase of \$79.1 million, compared to \$418.0 million for the three months ended September 30, 2024, primarily attributable to an increase in Base Management Fees. Base Management Fees increased \$75.1 million, primarily attributable to inflows from Fee-Earning Assets Under Management in private corporate credit.

Fee Related Compensation was \$218.4 million for the three months ended September 30, 2025, an increase of \$36.8 million, compared to \$181.6 million for the three months ended September 30, 2024. The increase was primarily attributable to an increase in Management Fees, Net, which impacts Fee Related Compensation.

Net Realizations

Net Realizations were \$48.9 million for the three months ended September 30, 2025, a decrease of \$1.8 million, compared to \$50.7 million for the three months ended September 30, 2024. The decrease in Net Realizations was attributable to an increase of \$4.6 million in Realized Performance Compensation and a decrease of \$2.8 million in Realized Performance Revenues, partially offset by an increase of \$5.6 million in Realized Principal Investment Income.

Nine Months Ended September 30, 2025 Compared to Nine Months Ended September 30, 2024

Segment Distributable Earnings were \$1.3 billion for the nine months ended September 30, 2025, an increase of \$300.5 million, compared to \$1.0 billion for the nine months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to increases of \$150.9 million in Fee Related Earnings and \$149.6 million in Net Realizations.

Fee Related Earnings

Fee Related Earnings were \$1.0 billion for the nine months ended September 30, 2025, an increase of \$150.9 million, compared to \$893.8 million for the nine months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to increases of \$236.8 million in Management Fees, Net and \$68.0 million in Fee Related Performance Revenues, partially offset by an increase of \$107.7 million in Fee Related Compensation.

Management Fees, Net were \$1.4 billion for the nine months ended September 30, 2025, an increase of \$236.8 million, compared to \$1.2 billion for the nine months ended September 30, 2024, primarily attributable to an increase in Base Management Fees. Base Management Fees increased \$244.1 million primarily attributable to an increase in Fee-Earning Assets Under Management in infrastructure and asset based credit.

Fee Related Performance Revenues were \$587.1 million for the nine months ended September 30, 2025, an increase of \$68.0 million, compared to \$519.1 million for the nine months ended September 30, 2024. The increase was primarily attributable to higher net investment income and Fee-Earning Assets Under Management in BCRED.

Fee Related Compensation was \$640.3 million for the nine months ended September 30, 2025, an increase of \$107.7 million, compared to \$532.7 million for the nine months ended September 30, 2024. The increase was primarily attributable to increases in Management Fees, Net and Fee Related Performance Revenues, both of which impact Fee Related Compensation.

Net Realizations

Net Realizations were \$270.6 million for the nine months ended September 30, 2025, an increase of \$149.6 million, compared to \$121.1 million for the nine months ended September 30, 2024. The increase in Net Realizations was primarily attributable to an increase of \$112.2 million in Realized Principal Investment Income.

Realized Principal Investment Income was \$143.6 million for the nine months ended September 30, 2025, an increase of \$112.2 million, compared to \$31.3 million for the nine months ended September 30, 2024. The increase was primarily attributable to the sale of Bistro, a portfolio visualization software platform developed by Blackstone.

Composite Returns

Composite returns information is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The composite returns information reflected in this discussion and analysis is not indicative of the financial performance of Blackstone and is also not necessarily indicative of the future results of any particular fund or composite. An investment in Blackstone is not an investment in any of our funds or composites. There can be no assurance that any of our funds or composites or our other existing and future funds or composites will achieve similar returns.

The following table presents the return information for the Private Credit and Liquid Credit composites:

Composite (a)	Three Months Ended September 30,				Nine Months Ended September 30,				September 30, 2025 Inception to Date	
	2025		2024		2025		2024		Gross	Net
	Gross	Net	Gross	Net	Gross	Net	Gross	Net		
Private Credit (b)	3%	2%	4%	3%	9%	6%	12%	9%	15%	10%
Liquid Credit (b)	2%	2%	2%	2%	5%	4%	7%	7%	5%	5%

The returns presented herein represent those of the applicable Blackstone Funds and not those of Blackstone.

- (a) Net returns are based on the change in carrying value (realized and unrealized) after management fees, expenses and Performance Allocations, net of tax advances.
- (b) Private Credit returns include the Flagship commingled funds across the opportunistic lending, global middle market direct lending funds (including BXSL, BCRED, and ECRED strategies), stressed/distressed strategies, and non-investment grade infrastructure and asset based credit. Separately managed accounts, funds with a limited number of limited partners that are not broadly marketed, inactive investment strategies, unlevered funds within a strategy that has designated levered and unlevered sleeves, and Multi-Asset Credit strategies are excluded. Liquid Credit returns include CLOs, closed-ended funds, open-ended funds and separately managed accounts. Only fee-earning funds exceeding \$100 million of fair value at the beginning of each respective quarter-end are included. Funds in liquidation and funds investing primarily in investment grade corporate credit or asset based finance are excluded. Blackstone Funds that were contributed to BXCI as part of Blackstone's acquisition of GSO in March 2008 and the pre-acquisition date performance for funds and vehicles acquired by BXCI subsequent to March 2008, are also excluded.

Operating Metrics

The following table presents information regarding our Invested Performance Eligible Assets Under Management:

	Invested Performance Eligible Assets Under Management		Estimated % Above High Water Mark/ Hurdle (a)	
	As of September 30,		As of September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
Credit & Insurance (b)	\$ 119,259,691	\$ 105,416,219	99%	99%

- (a) Estimated % Above High Water Mark/Hurdle represents the percentage of Invested Performance Eligible Assets Under Management that as of the dates presented would earn performance fees when the applicable Credit & Insurance managed fund has positive investment performance relative to a hurdle, where applicable. Incremental positive performance in the applicable Blackstone Funds may cause additional assets to reach their respective High Water Mark or clear a hurdle return, thereby resulting in an increase in Estimated % Above High Water Mark/Hurdle.
- (b) For the Credit & Insurance managed funds, at September 30, 2025, the incremental appreciation needed for the 1% of Invested Performance Eligible Assets Under Management below their respective High Water Marks/Hurdles to reach their respective High Water Marks/Hurdles was \$2.4 billion, an increase of \$334.1 million, compared to \$2.1 billion at September 30, 2024. Of the Invested Performance Eligible Assets Under Management below their respective High Water Marks/Hurdles as of September 30, 2025, 28% were within 5% of reaching their respective High Water Mark.

Multi-Asset Investing

The following table presents the results of operations for our Multi-Asset Investing segment:

	Three Months Ended September 30,		2025 vs. 2024		Nine Months Ended September 30,		2025 vs. 2024	
	2025	2024	\$	%	2025	2024	\$	%
	(Dollars in Thousands)							
Management Fees, Net								
Base Management Fees	\$ 137,448	\$ 119,379	\$ 18,069	15%	\$ 389,092	\$ 351,020	\$ 38,072	11%
Transaction and Other Fees, Net	1,008	940	68	7%	3,473	2,919	554	19%
Management Fee Offsets	—	—	—	n/m	—	(80)	80	-100%
Total Management Fees, Net	138,456	120,319	18,137	15%	392,565	353,859	38,706	11%
Fee Related Compensation	(39,374)	(37,643)	(1,731)	5%	(123,771)	(113,961)	(9,810)	9%
Other Operating Expenses	(26,979)	(25,668)	(1,311)	5%	(76,870)	(75,233)	(1,637)	2%
Fee Related Earnings	72,103	57,008	15,095	26%	191,924	164,665	27,259	17%
Realized Performance Revenues	12,654	5,078	7,576	149%	25,158	42,883	(17,725)	-41%
Realized Performance Compensation	(5,929)	(1,520)	(4,409)	290%	(11,675)	(15,142)	3,467	-23%
Realized Principal Investment Income (Loss)	691	715	(24)	-3%	2,138	(17,247)	19,385	n/m
Net Realizations	7,416	4,273	3,143	74%	15,621	10,494	5,127	49%
Segment Distributable Earnings	\$ 79,519	\$ 61,281	\$ 18,238	30%	\$ 207,545	\$ 175,159	\$ 32,386	18%

n/m Not meaningful.

Three Months Ended September 30, 2025 Compared to Three Months Ended September 30, 2024

Segment Distributable Earnings were \$79.5 million for the three months ended September 30, 2025, an increase of \$18.2 million, compared to \$61.3 million for the three months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to increases of \$15.1 million in Fee Related Earnings and \$3.1 million in Net Realizations.

Nearly all the strategies in our Multi-Asset Investing segment exhibited positive performance in the third quarter of 2025. In particular, the Absolute Return Composite had its twenty-second consecutive quarter of positive performance, including across our equities, macro, quantitative, and credit strategies. This coincided with strong investor sentiment, with year-to-date net inflows in the segment of over \$5 billion, the highest in nearly 15 years. Market volatility decreased in the quarter and, as certain strategies in our Multi-Asset Investing segment are designed to capitalize on periods of market volatility, a sustained period of low volatility may make it more difficult for such strategies to generate strong returns.

Fee Related Earnings

Fee Related Earnings were \$72.1 million for the three months ended September 30, 2025, an increase of \$15.1 million, compared to \$57.0 million for the three months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to an increase of \$18.1 million in Management Fees, Net.

Management Fees, Net were \$138.5 million for the three months ended September 30, 2025, an increase of \$18.1 million, compared to \$120.3 million for the three months ended September 30, 2024. The increase was primarily attributable to an increase in Base Management Fees. Base Management Fees increased \$18.1 million primarily attributable to an increase in Fee-Earning Assets Under Management in Absolute Return.

Net Realizations

Net Realizations were \$7.4 million for the three months ended September 30, 2025, an increase of \$3.1 million, compared to \$4.3 million for the three months ended September 30, 2024. The increase was primarily attributable to an increase of \$7.6 million in Realized Performance Revenues, partially offset by an increase of \$4.4 million in Realized Performance Compensation.

Nine Months Ended September 30, 2025 Compared to Nine Months Ended September 30, 2024

Segment Distributable Earnings were \$207.5 million for the nine months ended September 30, 2025, an increase of \$32.4 million, compared to \$175.2 million for the nine months ended September 30, 2024. The increase in Segment Distributable Earnings was attributable to increases of \$27.3 million in Fee Related Earnings and \$5.1 million in Net Realizations.

Fee Related Earnings

Fee Related Earnings were \$191.9 million for the nine months ended September 30, 2025, an increase of \$27.3 million, compared to \$164.7 million for the nine months ended September 30, 2024. The increase in Fee Related Earnings was primarily attributable to an increase of \$38.7 million in Management Fees, Net.

Management Fees, Net were \$392.6 million for the nine months ended September 30, 2025, an increase of \$38.7 million, compared to \$353.9 million for the nine months ended September 30, 2024, primarily attributable to an increase in Base Management Fees. Base Management Fees increased \$38.1 million, primarily attributable to an increase in Fee-Earning Assets Under Management in Absolute Return.

Net Realizations

Net Realizations were \$15.6 million for the nine months ended September 30, 2025, an increase of \$5.1 million, compared to \$10.5 million for the nine months ended September 30, 2024. The increase in Net Realizations was attributable to an increase of \$19.4 million in Realized Principal Investment Income (Loss) and a decrease of \$3.5 million in Realized Performance Compensation, partially offset by a decrease of \$17.7 million in Realized Performance Revenues.

Composite Returns

Composite returns information is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The composite returns information reflected in this discussion and analysis is not indicative of the financial performance of Blackstone and is also not necessarily indicative of the future results of any particular fund or composite. An investment in Blackstone is not an investment in any of our funds or composites. There can be no assurance that any of our funds or composites or our other existing and future funds or composites will achieve similar returns.

The following table presents the return information of the Absolute Return Composite:

Composite	Three Months Ended September 30,				Nine Months Ended September 30,				Average Annual Returns (a)							
	2025		2024		2025		2024		Periods Ended September 30, 2025							
	Gross		Gross		Gross		Gross		One Year		Three Year		Five Year		Historical	
	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net	Net
Absolute Return Composite (b)	3%	3%	2%	2%	9%	8%	9%	8%	13%	11%	11%	10%	10%	9%	7%	6%

The returns presented herein represent those of the applicable Blackstone Funds and not those of Blackstone.

- Composite returns present a summarized asset-weighted return measure to evaluate the overall performance of the applicable class of Blackstone Funds.
- Absolute Return Composite covers the period from January 2000 to present, although BXMA's inception date is September 1990. The Absolute Return Composite includes only BXMA-managed commingled and customized multi-manager funds and accounts and does not include BXMA's liquid solutions, seeding, Multi-Strategy, Total Portfolio Management and Public Real Assets (non-discretionary) platforms, except for investments by Absolute Return funds directly into those platforms. BXMA-managed funds in liquidation and, in the case of net returns, non-fee-paying assets are also excluded. The funds/accounts that comprise the Absolute Return Composite are not managed within a single fund or account and are managed with different mandates. There is no guarantee that BXMA would have made the same mix of investments in a stand-alone fund/account. The Absolute Return Composite is not an investible product and, as such, the performance of the Absolute Return Composite does not represent the performance of an actual fund or account. The historical return is from January 1, 2000.

Operating Metrics

The following table presents information regarding our Invested Performance Eligible Assets Under Management:

	Invested Performance Eligible Assets Under Management		Estimated % Above High Water Mark/Benchmark (a)	
	As of September 30,		As of September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
Multi-Asset Investing Managed Funds (b)	\$ 54,410,714	\$ 50,287,515	97%	98%

- (a) Estimated % Above High Water Mark/Benchmark represents the percentage of Invested Performance Eligible Assets Under Management that as of the dates presented would earn performance fees when the applicable Multi-Asset Investing managed fund has positive investment performance relative to a benchmark, where applicable. Incremental positive performance in the applicable Blackstone Funds may cause additional assets to reach their respective High Water Mark or clear a benchmark return, thereby resulting in an increase in Estimated % Above High Water Mark/Benchmark.
- (b) For the Multi-Asset Investing managed funds, at September 30, 2025, the incremental appreciation needed for the 3% of Invested Performance Eligible Assets Under Management below their respective High Water Marks/Benchmarks to reach their respective High Water Marks/Benchmarks was \$109.8 million, a decrease of \$(15.9) million, compared to \$125.7 million at September 30, 2024. Of the Invested Performance Eligible Assets Under Management below their respective High Water Marks/Benchmarks as of September 30, 2025, 83% were within 5% of reaching their respective High Water Mark.

Non-GAAP Financial Measures

These non-GAAP financial measures are presented without the consolidation of any Blackstone Funds that are consolidated into the condensed consolidated financial statements. Consequently, all non-GAAP financial measures exclude the assets, liabilities and operating results related to the Blackstone Funds. See “—Key Financial Measures and Indicators” for our definitions of Distributable Earnings, Segment Distributable Earnings, Fee Related Earnings and Adjusted EBITDA.

The following table is a reconciliation of Net Income (Loss) Attributable to Blackstone Inc. to Distributable Earnings, Total Segment Distributable Earnings, Fee Related Earnings and Adjusted EBITDA:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
Net Income Attributable to Blackstone Inc.	\$ 624,917	\$ 780,835	\$ 2,004,013	\$ 2,072,635
Net Income Attributable to Non-Controlling Interests in Blackstone Holdings	457,110	603,057	1,545,429	1,691,604
Net Income Attributable to Non-Controlling Interests in Consolidated Entities	125,890	202,929	467,273	406,339
Net Income (Loss) Attributable to Redeemable Non-Controlling Interests in Consolidated Entities	29,008	(22,184)	55,117	(61,595)
Net Income	1,236,925	1,564,637	4,071,832	4,108,983
Provision for Taxes	209,657	245,303	742,978	789,220
Net Income Before Provision for Taxes	1,446,582	1,809,940	4,814,810	4,898,203
Transaction-Related and Non-Recurring Items (a)	(9,412)	(394)	19,793	56,765
Amortization of Intangibles (b)	7,333	7,333	21,999	21,999
Impact of Consolidation (c)	(154,898)	(180,745)	(522,390)	(344,744)
Unrealized Performance Revenues (d)	215,872	(1,154,905)	(360,585)	(1,723,080)
Unrealized Performance Allocations Compensation (e)	(31,547)	465,099	224,630	747,679
Unrealized Principal Investment (Income) Loss (f)	216,084	90,254	(239,266)	(314,597)
Other Revenues (g)	(28,702)	96,329	270,016	32,041
Equity-Based Compensation (h)	301,562	262,798	1,084,882	875,973
Administrative Fee Adjustment (i)	4,097	3,219	12,395	8,161
Taxes and Related Payables (j)	(77,484)	(120,278)	(460,229)	(461,151)
Distributable Earnings	1,889,487	1,278,650	4,866,055	3,797,249
Taxes and Related Payables (j)	77,484	120,278	460,229	461,151
Net Interest and Dividend Loss (k)	18,552	1,731	63,725	14,957
Total Segment Distributable Earnings	1,985,523	1,400,659	5,390,009	4,273,357
Realized Performance Revenues (l)	(744,953)	(342,669)	(1,758,097)	(1,421,951)
Realized Performance Compensation (m)	302,642	157,570	780,190	661,651
Realized Principal Investment Income (n)	(62,535)	(40,403)	(209,866)	(66,913)
Fee Related Earnings	\$ 1,480,677	\$ 1,175,157	\$ 4,202,236	\$ 3,446,144
Adjusted EBITDA Reconciliation				
Distributable Earnings	\$ 1,889,487	\$ 1,278,650	\$ 4,866,055	\$ 3,797,249
Interest Expense (o)	126,090	111,326	369,073	327,390
Taxes and Related Payables (j)	77,484	120,278	460,229	461,151
Depreciation and Amortization (p)	24,015	24,685	72,883	76,074
Adjusted EBITDA	\$ 2,117,076	\$ 1,534,939	\$ 5,768,240	\$ 4,661,864

- (a) This adjustment removes Transaction-Related and Non-Recurring Items, which are excluded from Blackstone's segment presentation. Transaction-Related and Non-Recurring Items arise from corporate actions including acquisitions, divestitures, Blackstone's initial public offering and non-recurring gains, losses, or other charges, if any. They consist primarily of equity-based compensation charges, gains and losses on contingent consideration arrangements, changes in the balance of the tax receivable agreement resulting from a change in tax law or similar event, transaction costs, gains or losses associated with these corporate actions and non-recurring gains, losses or other charges that affect period-to-period comparability and are not reflective of Blackstone's operational performance.

- (b) This adjustment removes the amortization of transaction-related intangibles, which are excluded from Blackstone's segment presentation.
- (c) This adjustment reverses the effect of consolidating Blackstone funds, which are excluded from Blackstone's segment presentation. This adjustment includes the elimination of Blackstone's interest in these funds and the removal of amounts associated with the ownership of Blackstone consolidated operating partnerships held by non-controlling interests.
- (d) This adjustment removes Unrealized Performance Revenues on a segment basis. The Segment Adjustment represents the add back of performance revenues earned from consolidated Blackstone funds which have been eliminated in consolidation.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
GAAP Unrealized Performance Allocations	\$ (215,818)	\$ 1,154,918	\$ 360,666	\$ 1,723,090
Segment Adjustment	(54)	(13)	(81)	(10)
Unrealized Performance Revenues	<u>\$ (215,872)</u>	<u>\$ 1,154,905</u>	<u>\$ 360,585</u>	<u>\$ 1,723,080</u>

- (e) This adjustment removes Unrealized Performance Allocations Compensation.
- (f) This adjustment removes Unrealized Principal Investment Income (Loss) on a segment basis. The Segment Adjustment represents (1) the add back of Principal Investment Income, including general partner income, earned from consolidated Blackstone funds which have been eliminated in consolidation, and (2) the removal of amounts associated with the ownership of Blackstone consolidated operating partnerships held by non-controlling interests.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
GAAP Unrealized Principal Investment Income (Loss)	\$ (238,658)	\$ (1,864)	\$ 285,446	\$ 427,983
Segment Adjustment	22,574	(88,390)	(46,180)	(113,386)
Unrealized Principal Investment Income (Loss)	<u>\$ (216,084)</u>	<u>\$ (90,254)</u>	<u>\$ 239,266</u>	<u>\$ 314,597</u>

- (g) This adjustment removes Other Revenues on a segment basis. The Segment Adjustment represents the removal of certain Transaction-Related and Non-Recurring Items.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
GAAP Other Revenue	\$ 28,702	\$ (96,312)	\$ (269,971)	\$ (31,861)
Segment Adjustment	—	(17)	(45)	(180)
Other Revenues	<u>\$ 28,702</u>	<u>\$ (96,329)</u>	<u>\$ (270,016)</u>	<u>\$ (32,041)</u>

- (h) This adjustment removes Equity-Based Compensation on a segment basis.
- (i) This adjustment adds an amount equal to an administrative fee collected on a quarterly basis from certain holders of Blackstone Holdings Partnership Units. The administrative fee is accounted for as a capital contribution under GAAP, but is reflected as a reduction of Other Operating Expenses in Blackstone's segment presentation.
- (j) Taxes represent the total GAAP tax provision adjusted to include only the current tax provision (benefit) calculated on Income (Loss) Before Provision (Benefit) for Taxes and adjusted for impacts of divestitures and tax contingencies. For interim periods, taxes are calculated using the preferred annualized effective tax rate approach. Related Payables represent tax-related payables including the amount payable to the holders of the tax receivable agreements based on expected tax savings generated in the respective period. See "—Key Financial Measures and Indicators — Distributable Earnings" for the full definition of Taxes and Related Payables.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
Taxes	\$ 49,719	\$ 95,483	\$ 379,416	\$ 393,012
Related Payables	27,765	24,795	80,813	68,139
Taxes and Related Payables	<u>\$ 77,484</u>	<u>\$ 120,278</u>	<u>\$ 460,229</u>	<u>\$ 461,151</u>

- (k) This adjustment removes Interest and Dividend Revenue less Interest Expense on a segment basis. The Segment Adjustment represents (1) the add back of Interest and Dividend Revenue earned from consolidated Blackstone funds which have been eliminated in consolidation, and (2) the removal of interest expense associated with the tax receivable agreement.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(Dollars in Thousands)			
GAAP Interest and Dividend Revenue	\$ 107,538	\$ 109,774	\$ 305,347	\$ 312,612
Segment Adjustment	—	(179)	1	(179)
Interest and Dividend Revenue	<u>107,538</u>	<u>109,595</u>	<u>305,348</u>	<u>312,433</u>
GAAP Interest Expense	126,288	111,337	380,225	328,156
Segment Adjustment	(198)	(11)	(11,152)	(766)
Interest Expense	<u>126,090</u>	<u>111,326</u>	<u>369,073</u>	<u>327,390</u>
Net Interest and Dividend Loss	<u>\$ (18,552)</u>	<u>\$ (1,731)</u>	<u>\$ (63,725)</u>	<u>\$ (14,957)</u>

- (l) This adjustment removes the total segment amount of Realized Performance Revenues.
- (m) This adjustment removes the total segment amount of Realized Performance Compensation.

- (n) This adjustment removes the total segment amount of Realized Principal Investment Income.
- (o) This adjustment adds back Interest Expense on a segment basis, excluding interest expense related to the tax receivable agreement.
- (p) This adjustment adds back Depreciation and Amortization on a segment basis.

The following tables are a reconciliation of Total GAAP Investments to Net Accrued Performance Revenues. Total GAAP Investments and Net Accrued Performance Revenues consist of the following:

	September 30,	
	2025	2024
	(Dollars in Thousands)	
Investments of Consolidated Blackstone Funds	\$ 5,507,078	\$ 3,873,027
Equity Method Investments		
Partnership Investments	6,936,411	6,295,704
Accrued Performance Allocations	11,933,738	12,411,485
Corporate Treasury Investments	262,582	147,642
Other Investments	6,888,634	5,594,857
Total GAAP Investments	<u>\$ 31,528,443</u>	<u>\$ 28,322,715</u>
Accrued Performance Allocations - GAAP	\$ 11,933,738	\$ 12,411,485
Due from Affiliates - GAAP (a)	215,647	253,490
Less: Net Realized Performance Revenues (b)	(379,797)	(141,896)
Less: Accrued Performance Compensation - GAAP (c)	<u>(5,258,769)</u>	<u>(5,531,520)</u>
Net Accrued Performance Revenues	<u>\$ 6,510,819</u>	<u>\$ 6,991,559</u>

- (a) Represents GAAP accrued performance revenue recorded within Due from Affiliates.
- (b) Represents Performance Revenues realized but not yet distributed as of the reporting date and are included in Distributable Earnings in the period they are realized.
- (c) Represents GAAP accrued performance compensation associated with Accrued Performance Allocations and is recorded within Accrued Compensation and Benefits and Due to Affiliates.

Liquidity and Capital Resources

General

Blackstone's business model derives revenue primarily from third-party Assets Under Management. Blackstone is not a capital or balance sheet intensive business and targets operating expense levels such that total management and advisory fees exceed total operating expenses each period. As a result, we require limited capital resources to support the working capital or operating needs of our businesses. We draw primarily on the long-term committed or invested capital of investors in our investment vehicles to fund the investment requirements of the Blackstone Funds and use our own realizations and cash flows to invest in growth initiatives, make commitments to our own funds, where our minimum general partner commitments are generally less than 5% of the limited partner commitments of a fund, and pay dividends to stockholders and distributions to holders of Holdings Units.

Fluctuations in our statement of financial condition result primarily from activities of the Blackstone Funds that are consolidated as well as business transactions, such as the issuance of senior notes. The majority economic ownership interests of such consolidated Blackstone funds are reflected as Redeemable Non-Controlling Interests in Consolidated Entities, and Non-Controlling Interests in Consolidated Entities in the Consolidated Financial Statements. The consolidation of these Blackstone funds has no net effect on Blackstone's Net Income or Equity.

Additionally, fluctuations in our statement of financial condition also include appreciation or depreciation in Blackstone investments in the non-consolidated Blackstone funds, additional investments and redemptions of such interests in the non-consolidated Blackstone funds and the collection of receivables related to management and advisory fees.

Total Assets were \$46.6 billion as of September 30, 2025, an increase of \$3.1 billion from December 31, 2024. The increase in Total Assets was primarily attributable to increases of \$2.1 billion in total assets attributable to consolidated Blackstone funds and \$1.3 billion in total assets attributable to consolidated operating partnerships.

- The increase in total assets attributable to consolidated Blackstone funds was primarily attributable to an increase of \$1.6 billion in Investments.
 - The increase in Investments was primarily attributable to purchases made by consolidated fund entities.
- The increase in total assets attributable to consolidated operating partnerships was primarily attributable to increases of \$458.6 million in Cash and Cash Equivalents and \$414.4 million in Investments.
 - The increase in Cash and Cash Equivalents was primarily attributable to ongoing operating activities, partially offset by the paydown of senior notes that matured and partial paydowns of the Revolving Credit Facility.
 - The increase in Investments was primarily attributable to appreciation in our Private Equity segment.

Total Liabilities were \$25.2 billion as of September 30, 2025, an increase of \$1.2 billion from December 31, 2024. The increase in Total Liabilities was primarily attributable to an increase of \$1.0 billion in total liabilities attributable to consolidated operating partnerships.

- The increase in total liabilities attributable to consolidated operating partnerships was primarily attributable to increases of \$441.1 million in Loans Payable and \$298.3 million in Accrued Compensation and Benefits.
 - The increase in Loans Payable was primarily attributable to a draw of the Revolving Credit Facility during the quarter ended March 31, 2025, partially offset by the paydown of senior notes that matured and partial paydowns of the Revolving Credit Facility.
 - The increase in Accrued Compensation and Benefits was primarily attributable to an increase in compensation-related accruals.

Sources and Uses of Liquidity

We have multiple sources of liquidity to meet our capital needs, including annual cash flows, accumulated earnings in our businesses, the proceeds from our issuances of senior notes and other borrowings, liquid investments we hold on our balance sheet and access to our \$4.325 billion committed Revolving Credit Facility. As of September 30, 2025, Blackstone had \$2.4 billion in Cash and Cash Equivalents, \$262.6 million invested in Corporate Treasury Investments and \$6.9 billion in Other Investments (which included \$6.3 billion of liquid investments), against \$11.8 billion in borrowings. Such borrowings included \$550.0 million of outstanding borrowings under the Revolving Credit Facility, which were repaid on November 5, 2025, and our outstanding senior notes.

On November 3, 2025, Blackstone, through its subsidiary Blackstone Reg Finance Co. L.L.C., issued \$600 million aggregate principal amount 4.300% senior notes due November 3, 2030 (the “Registered 2030 Notes”), and \$600 million aggregate principal amount of 4.950% senior notes due February 15, 2036 (the “Registered 2036 Notes” and, together with the Registered 2030 Notes, the “Registered Notes”), pursuant to a Registration Statement on Form S-3. Blackstone intends to use the net proceeds from the sale of the Registered Notes for general corporate purposes. For additional information see Note 11. “Borrowings” in the “Notes to Consolidated Financial Statements” in “— Item 1. Financial Statements and Supplementary Data” of this filing and “— Notable Transactions.”

In addition to the cash we receive from our notes offerings and availability under the Revolving Credit Facility and other borrowings, we expect to receive (a) cash generated from operating activities, (b) Performance Revenue realizations, and (c) realizations on the fund investments that we make. The amounts received from these three sources in particular may vary substantially from year to year and quarter to quarter depending on the frequency and size of realization events or net returns experienced by our investment funds. Our available capital could be adversely affected if there are prolonged periods of few substantial realizations from our investment funds accompanied by substantial capital calls for new investments from those investment funds. Therefore, Blackstone's commitments to our funds are taken into consideration when managing our overall liquidity and cash position.

We expect that our primary liquidity needs will be cash to (a) provide capital to facilitate the growth of our existing businesses, which includes, without limitation, funding our general partner and co-investment commitments to our funds and warehousing investments for our funds, (b) provide capital for business expansion, (c) pay operating expenses, including cash compensation to our employees, and other obligations as they arise, including servicing debts, (d) pay income taxes and (e) pay dividends to our stockholders, make distributions to the holders of Blackstone Holdings Partnership Units and make repurchases under our share repurchase program. For a tabular presentation of Blackstone's contractual obligations and the expected timing of such see "— Contractual Obligations."

Capital Commitments

Our own capital commitments to our funds, the funds we invest in and our investment strategies as of September 30, 2025 consisted of the following:

Fund	Blackstone and General Partner (a)		Senior Managing Directors and Certain Other Professionals (b)	
	Original Commitment	Remaining Commitment	Original Commitment	Remaining Commitment
(Dollars in Thousands)				
Real Estate				
BREP VII	\$ 300,000	\$ 20,072	\$ 100,000	\$ 6,691
BREP VIII	300,000	26,035	100,000	8,678
BREP IX	300,000	44,471	100,000	14,824
BREP X	300,000	183,404	100,000	61,135
BREP Europe III	100,000	11,257	35,000	3,752
BREP Europe IV	130,000	19,086	43,333	6,362
BREP Europe V	150,000	15,563	43,333	4,496
BREP Europe VI	130,000	40,290	43,333	13,430
BREP Europe VII	130,000	86,968	43,333	28,989
BREP Asia I	50,392	10,342	16,797	3,447
BREP Asia II	70,707	12,143	23,569	4,048
BREP Asia III	81,078	43,639	27,026	14,546
BREDS III	50,000	11,358	16,667	3,786
BREDS IV	50,000	15,751	49,113	15,471
BREDS V	50,000	38,148	48,070	36,675
BPP	251,284	31,197	—	—
Other (c)	38,179	16,179	—	—
Total Real Estate	2,481,640	625,903	789,574	226,330
Private Equity				
BCP V	629,356	29,573	—	—
BCP VI	719,718	81,400	250,000	28,275
BCP VII	500,000	25,739	225,000	11,582
BCP VIII	500,000	100,890	225,000	45,400
BCP IX	500,000	475,308	225,000	213,889
BEP I	50,000	4,728	—	—
BEP II	80,000	10,498	26,667	3,499
BEP III	80,000	33,552	26,667	11,184
BETP IV	80,000	55,794	26,667	18,598
BCP Asia I	40,000	5,869	13,333	1,956
BCP Asia II	100,000	63,023	33,333	21,008
BCP Asia III	181,463	181,463	60,488	60,488

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Capital Commitments continued

Fund	Blackstone and General Partner (a)		Senior Managing Directors and Certain Other Professionals (b)	
	Original Commitment	Remaining Commitment	Original Commitment	Remaining Commitment
(Dollars in Thousands)				
Private Equity (continued)				
Core Private Equity I	\$ 117,747	\$ 27,016	\$ 18,992	\$ 4,358
Core Private Equity II	160,000	99,796	32,640	20,358
Tactical Opportunities	489,795	199,495	163,265	66,498
Strategic Partners (Secondaries)	1,508,936	633,613	1,208,765	553,260
BIP	509,649	107,333	—	—
Life Sciences	206,622	131,747	37,353	20,729
Growth	165,095	99,008	54,695	32,982
Other (c)	290,210	26,646	—	—
Total Private Equity	6,908,591	2,392,491	2,627,865	1,114,064
Credit & Insurance				
Mezzanine / Opportunistic II	120,000	29,059	110,101	26,661
Mezzanine / Opportunistic III	130,783	34,076	98,118	25,565
Mezzanine / Opportunistic IV	122,000	53,347	116,171	50,798
Mezzanine / Opportunistic V	91,749	91,749	30,583	30,583
Stressed / Distressed II	125,000	51,612	119,878	49,497
Stressed / Distressed III	151,000	34,949	146,432	33,892
European Senior Debt I	63,000	2,873	56,882	2,594
European Senior Debt II	93,186	32,582	90,915	31,834
European Senior Debt III	23,870	12,259	19,807	10,172
Energy I	80,000	36,700	75,445	34,611
Energy II	150,000	102,832	149,036	102,171
Energy III	127,000	97,250	120,518	92,287
Energy SMAs	52,829	24,876	4,944	3,027
Credit Alpha Fund	52,102	19,752	50,670	19,209
Credit Alpha Fund II	25,500	12,550	24,385	12,001
Direct Lending SMAs	92,913	57,608	41,924	27,799
European Senior Direct Lending Fund	18,166	18,166	6,055	6,055
Other (c)	60,781	29,039	1,846	849
Total Credit & Insurance	1,579,879	741,279	1,263,710	559,605

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Capital Commitments continued

Fund	Blackstone and General Partner (a)		Senior Managing Directors and Certain Other Professionals (b)	
	Original Commitment	Remaining Commitment	Original Commitment	Remaining Commitment
(Dollars in Thousands)				
Multi-Asset Investing				
Strategic Alliance II	\$ 50,000	\$ 1,482	\$ —	\$ —
Strategic Alliance III	22,000	24,263	—	—
Strategic Alliance IV	15,000	9,746	—	—
Dislocation	20,000	11,012	—	—
Other (c)	5,446	1,737	—	—
Total Multi-Asset Investing	112,446	48,240	—	—
Other				
Treasury (d)	2,163,835	1,685,456	—	—
	<u>\$ 13,246,391</u>	<u>\$ 5,493,369</u>	<u>\$ 4,681,149</u>	<u>\$ 1,899,999</u>

- (a) We expect our commitments to be drawn down over time and to be funded by available cash and cash generated from operations and realizations. Taking into account prevailing market conditions and both the liquidity and cash or liquid investment balances, we believe that the sources of liquidity described above will be more than sufficient to fund our working capital requirements. Additionally, for some of the general partner commitments shown in the table above, we require our senior managing directors and certain other professionals to fund a portion of the commitment even though the ultimate obligation to fund the aggregate commitment is ours pursuant to the governing agreements of the respective funds. The amounts of the aggregate applicable general partner original and remaining commitment are shown in the table above. Remaining commitment may exceed original commitment due to callable capital.
- (b) Includes the full portion of our commitments (i) required to be funded by senior managing directors and certain other professionals and (ii) that are elected by such individuals to be funded for the life of a fund, where such fund permits such election. Excludes amounts that are elected by such individuals to be funded on an annual basis and certain de minimis commitments funded by such individuals in certain carry funds.
- (c) Represents capital commitments in each respective segment to a number of other funds.
- (d) Represents loan origination commitments, revolver commitments and capital market commitments.

For a tabular presentation of the timing of Blackstone's remaining capital commitments to our funds, the funds we invest in and our investment strategies see "—Contractual Obligations."

Borrowings

As of September 30, 2025, Blackstone Holdings Finance Co. L.L.C. and Blackstone Reg Finance Co. L.L.C. (each an “Issuer” and together the “Issuers”), both indirect subsidiaries of Blackstone, had issued and outstanding the following senior notes (collectively the “Notes”):

Senior Notes (a)	Aggregate Principal Amount (Dollars/Euros in Thousands)
1.000%, Due 10/5/2026	€ 600,000
3.150%, Due 10/2/2027	\$ 300,000
5.900%, Due 11/3/2027	\$ 600,000
1.625%, Due 8/5/2028	\$ 650,000
1.500%, Due 4/10/2029	€ 600,000
2.500%, Due 1/10/2030	\$ 500,000
1.600%, Due 3/30/2031	\$ 500,000
2.000%, Due 1/30/2032	\$ 800,000
2.550%, Due 3/30/2032	\$ 500,000
6.200%, Due 4/22/2033	\$ 900,000
3.500%, Due 6/1/2034	€ 500,000
5.000%, Due 12/6/2034 (b)	\$ 750,000
6.250%, Due 8/15/2042	\$ 250,000
5.000%, Due 6/15/2044	\$ 500,000
4.450%, Due 7/15/2045	\$ 350,000
4.000%, Due 10/2/2047	\$ 300,000
3.500%, Due 9/10/2049	\$ 400,000
2.800%, Due 9/30/2050	\$ 400,000
2.850%, Due 8/5/2051	\$ 550,000
3.200%, Due 1/30/2052	\$ 1,000,000
	<u>\$ 11,244,780</u>

- (a) The Notes are unsecured and unsubordinated obligations of the Issuers, as applicable, and are fully and unconditionally guaranteed, jointly and severally, by Blackstone Inc. and each of the Blackstone Holdings Partnerships (the “Guarantors”). The Notes contain customary covenants and financial restrictions that, among other things, limit the Issuers and the guarantors’ ability, subject to certain exceptions, to incur indebtedness secured by liens on voting stock or profit participating equity interests of their subsidiaries or merge, consolidate or sell, transfer or lease assets. The Notes also contain customary events of default. All or a portion of the Notes may be redeemed at our option, in whole or in part, at any time and from time to time, prior to their stated maturity, at the make-whole redemption price set forth in the Notes. If a change of control repurchase event occurs, the Notes are subject to repurchase at the repurchase price as set forth in the Notes.
- (b) The Registered 2034 Notes’ Guarantors and Issuer, Blackstone Reg Finance Co. L.L.C. (collectively, the “Obligor Group”) do not have material assets, liabilities and results of operations, with the exception of certain amounts already disclosed in our consolidated financial statements (specifically, goodwill, the majority of our deferred tax assets, the Tax Receivable Agreement liability and the Registered 2034 Notes). Therefore, we have excluded the summarized financial information for the Obligor Group due to management’s belief that such summarized financial information would be repetitive and would not provide material information to investors. For additional information see Note 11. “Borrowings” in the “Notes to Consolidated Financial Statements” in “— Item 1. Financial Statements” of this filing.

Blackstone, through Blackstone Holdings Finance Co. L.L.C., has a \$4.325 billion unsecured Revolving Credit Facility with Citibank, N.A., as administrative agent with a maturity date of October 16, 2030. As of September 30, 2025, Blackstone had \$550.0 million of outstanding borrowings under the Revolving Credit Facility. Borrowings may also be made in U.K. sterling, euros, Swiss francs, Japanese yen or Canadian dollars, in each case subject to certain sub-limits. The Revolving Credit Facility contains customary representations, covenants and events of default. Financial covenants consist of a maximum net leverage ratio and a requirement to keep a minimum amount of fee-earning assets under management, each tested quarterly.

For a tabular presentation of the payment timing of principal and interest due on Blackstone's issued notes and the Revolving Credit Facility see "—Contractual Obligations."

Contractual Obligations

The following table sets forth information relating to our contractual obligations as of September 30, 2025 on a consolidated basis and on a basis deconsolidating the Blackstone Funds:

Contractual Obligations	October 1, 2025 to December 31, 2025	2026-2027	2028-2029	Thereafter	Total
(Dollars in Thousands)					
Operating Lease Obligations (a)	\$ 198,695	\$ 428,005	\$ 1,052,305	\$ 1,729,320	\$ 3,408,325
Purchase Obligations	78,781	177,207	20,189	976	277,153
Blackstone Operating Borrowings (b)	—	1,604,040	1,904,040	8,286,700	11,794,780
Interest on Blackstone Operating Borrowings (c)	465,883	869,322	786,283	3,406,485	5,527,973
Borrowings of Consolidated Blackstone Funds	50,543	151,630	129,488	—	331,661
Interest on Borrowings of Consolidated Blackstone Funds	5,381	26,949	10,184	—	42,514
Blackstone Funds Capital Commitments to Investee Funds (d)	749,709	—	—	—	749,709
Due to Certain Non-Controlling Interest Holders in Connection with Tax Receivable Agreements (e)	—	217,101	281,119	1,552,652	2,050,872
Unrecognized Tax Benefits, Including Interest and Penalties (f)	—	—	—	—	—
Blackstone Operating Entities Capital Commitments to Blackstone Funds and Other (g)	5,493,369	—	—	—	5,493,369
Consolidated Contractual Obligations	7,042,361	3,474,254	4,183,608	14,976,133	29,676,356
Borrowings of Consolidated Blackstone Funds	(50,543)	(151,630)	(129,488)	—	(331,661)
Interest on Borrowings of Consolidated Blackstone Funds	(5,381)	(26,949)	(10,184)	—	(42,514)
Blackstone Funds Capital Commitments to Investee Funds (d)	(749,709)	—	—	—	(749,709)
Blackstone Operating Entities Contractual Obligations	\$ 6,236,728	\$ 3,295,675	\$ 4,043,936	\$ 14,976,133	\$ 28,552,472

- (a) We lease our primary office space and certain office equipment under agreements that expire through 2043. Occupancy lease agreements, in addition to contractual rent payments, generally include additional payments for certain costs incurred by the landlord, such as building expenses and utilities. To the extent these are fixed or determinable they are included in the table above. The table above includes operating leases that are recognized as Operating Lease Liabilities, short-term leases that are not recorded as Operating Lease Liabilities and leases that have been signed but not yet commenced which are not recorded as Operating Lease Liabilities. The amounts in this table are presented net of contractual sublease commitments.
- (b) Represents the principal amounts due on our senior notes and secured borrowings. For our senior notes, we assume no pre-payments and the borrowings are held until their final maturity. For our secured borrowings, we project pre-payments based on the performance of the underlying assets and principal may be paid down in full prior to their stated maturity. As of September 30, 2025, we had \$550.0 million of outstanding borrowings under our Revolving Credit Facility, which are presented as due in 2028, the contractual maturity date of the Revolving Credit Facility.

- (c) Represents interest to be paid over the maturity of our senior notes and secured borrowings. For our senior notes, we assume no pre-payments and the borrowings are held until their final maturity. For our secured borrowings, we project pre-payments based on the performance of the underlying assets with interest payments based on the estimated principal outstanding, inclusive of projected pre-payments. These amounts include commitment fees for unutilized borrowings under the Revolving Credit Facility. The \$550.0 million of outstanding borrowings under our Revolving Credit Facility was repaid on November 5, 2025.
- (d) These obligations represent commitments of the consolidated Blackstone funds to make capital contributions to investee funds and portfolio companies. These amounts are generally due on demand and are therefore presented in the less than one year category.
- (e) Represents obligations by Blackstone's corporate subsidiary to make payments under the tax receivable agreements to certain non-controlling interest holders for the tax savings realized from the taxable purchases of their interests in connection with the reorganization at the time of Blackstone's initial public offering ("IPO") in 2007 and subsequent purchases. The obligation represents the amount of the payments currently expected to be made, which are dependent on the tax savings expected to be realized as determined annually without discounting for the timing of the payments. As required by GAAP, the amount of the obligation included in the condensed consolidated financial statements and shown in Note 15. "Related Party Transactions" (see "—Item 1. Financial Statements") differs to reflect the net present value of the payments due to certain non-controlling interest holders.
- (f) Blackstone is not able to make a reasonably reliable estimate of the timing of payments in individual years in connection with gross unrecognized benefits of \$309.3 million and interest of \$111.4 million as of September 30, 2025; therefore, such amounts are not included in the above contractual obligations table.
- (g) These obligations represent commitments by us to provide general partner capital funding to the Blackstone Funds, limited partner capital funding to other funds and Blackstone principal investment commitments. These amounts are generally due on demand and are therefore presented in the less than one year category; however, a substantial amount of the capital commitments are expected to be called over the next three years. We expect to continue to make these general partner capital commitments as we raise additional amounts for our investment funds over time.

Guarantees

Blackstone and certain of its consolidated funds provide financial guarantees. The amounts and nature of these guarantees are described in Note 16. "Commitments and Contingencies — Guarantees" in the "Notes to Condensed Consolidated Financial Statements" in "—Item 1. Financial Statements" of this filing.

Indemnifications

In many of its service contracts, Blackstone agrees to indemnify the third-party service provider under certain circumstances. The terms of the indemnities vary from contract to contract and the amount of indemnification liability, if any, cannot be determined and has not been included in the above contractual obligations table or recorded in our condensed consolidated financial statements as of September 30, 2025.

Clawback Obligations

Performance Allocations are subject to clawback to the extent that the Performance Allocations received to date with respect to a fund exceed the amount due to Blackstone based on cumulative results of that fund. The amounts and nature of Blackstone's clawback obligations are described in Note 16. "Commitments and Contingencies — Contingencies — Contingent Obligations (Clawback)" in the "Notes to Condensed Consolidated Financial Statements" in "—Item 1. Financial Statements" of this filing.

Share Repurchase Program

During the three and nine months ended September 30, 2025, Blackstone repurchased 0.2 million and 0.6 million shares of common stock at a total cost of \$34.9 million and \$93.7 million, respectively. As of September 30, 2025, the amount remaining available for repurchases under the program was \$1.7 billion.

On July 16, 2024, Blackstone's board of directors authorized the repurchase of up to \$2.0 billion of common stock and Blackstone Holdings Partnership Units. Under the repurchase program, repurchases may be made from time to time in open market transactions, in privately negotiated transactions or otherwise. The timing and the actual number of shares repurchased will depend on a variety of factors, including legal requirements, price and economic and market conditions. The repurchase program may be changed, suspended or discontinued at any time and does not have a specified expiration date.

Dividends

Our intention is to pay to holders of common stock a quarterly dividend representing approximately 85% of Blackstone Inc.'s share of Distributable Earnings, subject to adjustment by amounts determined by our board of directors to be necessary or appropriate to provide for the conduct of our business, to make appropriate investments in our business and funds, to comply with applicable law, any of our debt instruments or other agreements, or to provide for future cash requirements such as tax-related payments, clawback obligations and dividends to stockholders for any ensuing quarter. The dividend amount could also be adjusted upward in any one quarter.

For Blackstone's definition of Distributable Earnings, see "—Key Financial Measures and Indicators."

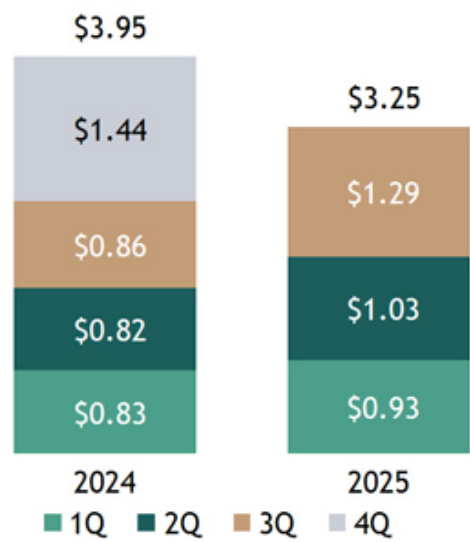
All of the foregoing is subject to the qualification that the declaration and payment of any dividends are at the sole discretion of our board of directors, and our board of directors may change our dividend policy at any time, including, without limitation, to reduce such quarterly dividends or even to eliminate such dividends entirely.

Because the publicly traded entity and/or its wholly owned subsidiaries must pay taxes and make payments under the tax receivable agreements, the amounts ultimately paid as dividends by Blackstone to common stockholders in respect of each fiscal year are generally expected to be less, on a per share or per unit basis, than the amounts distributed by the Blackstone Holdings Partnerships to the Blackstone personnel and others who are limited partners of the Blackstone Holdings Partnerships in respect of their Blackstone Holdings Partnership Units.

Dividends are treated as qualified dividends to the extent of Blackstone's current and accumulated earnings and profits, with any excess dividends treated as a return of capital to the extent of the stockholder's basis.

The following graph shows fiscal quarterly and annual per common stockholder dividends for 2025 and 2024. Dividends are declared and paid in the quarter subsequent to the quarter in which they are earned.

Common Stockholder
Dividends by Fiscal Year
(Dollars Per Share of Common Stock)



With respect to the third quarter of fiscal year 2025, we paid to stockholders of our common stock a dividend of \$1.29 per share, aggregating to \$3.25 per share of common stock in respect of the three fiscal quarters ended September 30, 2025. With respect to fiscal year 2024, we paid stockholders aggregate dividends of \$3.95 per share.

Leverage

We may, under certain circumstances, use leverage opportunistically and over time to create the most efficient capital structure for Blackstone and our stockholders. In addition to the borrowings from our notes issuances and our Revolving Credit Facility, we may use asset based financing arrangements, including but not limited to margin loans, reverse repurchase agreements, repurchase agreements and securities sold, not yet purchased. Reverse repurchase agreements are entered into primarily to take advantage of opportunistic yields otherwise absent in the overnight markets and also to use the collateral received to cover securities sold, not yet purchased. Repurchase agreements are entered into primarily to opportunistically yield higher spreads on purchased securities. The balances held in these financial instruments fluctuate based on Blackstone’s liquidity needs, market conditions and investment risk profiles.

The following table presents information regarding financial instruments which are included in Accounts Payable, Accrued Expenses and Other Liabilities in our Condensed Consolidated Statements of Financial Condition:

	Repurchase Agreements	Securities Sold, Not Yet Purchased
	(Dollars in Millions)	
Balance, September 30, 2025	\$ 388.8	\$ 2.0
Balance, December 31, 2024	\$ 6.8	\$ 1.9
Nine Months Ended September 30, 2025		
Average Daily Balance	\$ 93.6	\$ 1.9
Maximum Daily Balance	\$ 388.8	\$ 2.0

Critical Accounting Policies

We prepare our condensed consolidated financial statements in accordance with GAAP. In applying many of these accounting principles, we need to make assumptions, estimates and/or judgments that affect the reported amounts of assets, liabilities, revenues and expenses in our condensed consolidated financial statements. We base our estimates and judgments on historical experience and other assumptions that we believe are reasonable under the circumstances. These assumptions, estimates and/or judgments, however, are often subjective. Actual results may be affected negatively based on changing circumstances. If actual amounts are ultimately different from our estimates, the revisions are included in our results of operations for the period in which the actual amounts become known. We believe the following critical accounting policies could potentially produce materially different results if we were to change underlying assumptions, estimates and/or judgments. For a description of our accounting policies, see Note 2. “Summary of Significant Accounting Policies” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements” of this filing.

Principles of Consolidation

For a description of our accounting policy on consolidation, see Note 2. “Summary of Significant Accounting Policies — Consolidation” and Note 8. “Variable Interest Entities” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements” for detailed information on Blackstone’s involvement with VIEs. The following discussion is intended to provide supplemental information about how the application of consolidation principles impact our financial results, and management’s process for implementing those principles including areas of significant judgment.

The determination that Blackstone holds a controlling financial interest in a Blackstone Fund or investment vehicle significantly changes the presentation of our condensed consolidated financial statements. In our Condensed Consolidated Statements of Financial Position included in this filing, we present 100% of the assets and liabilities of consolidated VIEs along with a non-controlling interest which represents the portion of the consolidated vehicle’s interests held by third parties. However, assets of our consolidated VIEs can only be used to settle obligations of the consolidated VIE and are not available for general use by Blackstone. Further, the liabilities of our consolidated VIEs do not have recourse to the general credit of Blackstone. In the Condensed Consolidated Statements of Operations, we eliminate any management fees, Incentive Fees, or Performance Allocations received or accrued from consolidated VIEs as they are considered intercompany transactions. We recognize 100% of the consolidated VIE’s investment income (loss) and allocate the portion of that income (loss) attributable to third-party ownership to non-controlling interests in arriving at Net Income Attributable to Blackstone Inc.

The assessment of whether we consolidate a Blackstone Fund or investment vehicle we manage requires the application of significant judgment. These judgments are applied both at the time we become involved with the VIE and on an ongoing basis and include, but are not limited to:

- Determining whether our management fees, Incentive Fees or Performance Allocations represent variable interests – We make judgments as to whether the fees we earn are commensurate with the level of effort required for those fees and at market rates. In making this judgment, we consider, among other things, the extent of third-party investment in the entity and the terms of any other interests we hold in the VIE.
- Determining whether kick-out rights are substantive – We make judgments as to whether the third-party investors in a partnership entity have the ability to remove the general partner, the investment manager or its equivalent, or to dissolve (liquidate) the partnership entity, through a simple majority vote. This includes an evaluation of whether barriers to exercise these rights exist.
- Concluding whether Blackstone has an obligation to absorb losses or the right to receive benefits that could potentially be significant to the VIE – As there is no explicit threshold in GAAP to define “potentially significant,” management must apply judgment and evaluate both quantitative and qualitative factors to conclude whether this threshold is met.

Revenue Recognition

For a description of our accounting policy on revenue recognition, see Note 2. “Summary of Significant Accounting Policies — Revenue Recognition” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements.” For an additional description of the nature of our revenue arrangements, including how management fees, Incentive Fees, and Performance Allocations are generated, please refer to “Part I. Item 1. Business — Fee Structure/Incentive Arrangements” in our Annual Report on Form 10-K for the year ended December 31, 2024. The following discussion is intended to provide supplemental information about how the application of revenue recognition principles impact our financial results, and management’s process for implementing those principles including areas of significant judgment.

Management and Advisory Fees, Net — Blackstone earns base management fees from its customers at a fixed percentage of a calculation base. The range of management fee rates and the calculation base from which they are earned, generally, are as follows:

For vehicles within the Real Estate segment:

- 0.35% to 1.50% of committed capital or invested capital during the investment period or subsequent to the investment period, respectively, or gross asset value, for certain drawdown vehicles and co-investment vehicles,
- 0.40% to 1.25% of net asset value for other vehicles, including separately managed accounts, certain perpetual capital vehicles, drawdown vehicles, and co-investment vehicles, and
- 1.50% of BXMT’s net proceeds received from equity offerings and accumulated “distributable earnings” (which is generally equal to its GAAP net income excluding certain non-cash and other items), subject to certain adjustments.

For vehicles within the Private Equity segment:

- 0.50% to 1.75% of committed capital during the investment period or invested capital or gross investment value subsequent to the investment period for drawdown vehicles and certain co-investment vehicles,
- 0.50% to 1.75% of invested capital for certain separately managed accounts and co-investment vehicles, and
- 0.75% to 1.25% of net asset value for perpetual capital vehicles.

For vehicles within the Credit & Insurance segment:

- 0.20% to 1.25% of net asset value or fair value of investments for certain separately managed accounts and open-ended vehicles,
- 0.35% to 1.25% of net asset value or gross asset value of our BDCs and certain registered investment companies,
- 0.10% to 0.50% of the aggregate par amount of collateral assets, including principal cash, for CLO vehicles, and
- 0.20% to 1.50% of invested capital for drawdown vehicles and certain separately managed accounts.

For vehicles within the Multi-Asset Investing segment:

- 0.20% to 1.50% of net asset value for all vehicles.

Management fee calculations based on committed capital or invested capital are mechanical in nature and therefore do not require the use of significant estimates or judgments. Management fee calculations based on net asset value, gross asset value, or investment fair value depend on the fair value of the underlying investments within the funds. Estimates and assumptions are made when determining the fair value of the underlying investments within the funds and could vary depending on the valuation methodology that is used as well as economic conditions. See “—Fair Value” below for further discussion of the judgment required for determining the fair value of the underlying investments.

Investment Income (Loss) — Performance Allocations are made to the general partner based on cumulative fund performance to date, subject to a preferred return to limited partners. Blackstone has concluded that investments made alongside its limited partners in a partnership which entitle Blackstone to a Performance Allocation represent equity method investments that are not in the scope of the GAAP guidance on accounting for revenues from contracts with customers. Blackstone accounts for these arrangements under the equity method of accounting. Under the equity method, Blackstone’s share of earnings (losses) from equity method investments is determined using a balance sheet approach referred to as the hypothetical liquidation at book value (“HLBV”) method. Under the HLBV method, at the end of each reporting period Blackstone calculates the accrued Performance Allocations that would be due to Blackstone for each fund pursuant to the fund agreements as if the fair value of the underlying investments were realized as of such date, irrespective of whether such amounts have been realized. Performance Allocations are subject to clawback to the extent that the Performance Allocation received to date exceeds the amount due to Blackstone based on cumulative results.

The change in the fair value of the investments held by certain Blackstone Funds is a significant input into the accrued Performance Allocation calculation and accrual for potential repayment of previously received Performance Allocations. Estimates and assumptions are made when determining the fair value of the underlying investments within the funds. See “—Fair Value” below for further discussion related to significant estimates and assumptions used for determining fair value of the underlying investments.

Fair Value

Blackstone uses fair value throughout the reporting process. For a description of our accounting policies related to valuation, see Note 2. “Summary of Significant Accounting Policies — Fair Value of Financial Instruments” and “Summary of Significant Accounting Policies — Investments, at Fair Value” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements” of this filing. The following discussion is intended to provide supplemental information about how the application of fair value principles impact our financial results, and management’s process for implementing those principles including areas of significant judgment.

The fair value of the investments held by Blackstone Funds is the primary input to the calculation of certain of our management fees, Incentive Fees, Performance Allocations and the related Compensation we recognize. Generally, Blackstone Funds are accounted for in accordance with the GAAP guidance on investment companies, and under the American Institute of Certified Public Accountants Audit and Accounting Guide, Investment Companies, and reflect their investments, including majority-owned and controlled investments, at fair value. In the absence of observable market prices, we utilize valuation methodologies applied on a consistent basis and assumptions that we believe market participants would use to determine the fair value of the investments. For investments where little market activity exists management's determination of fair value is based on the best information available in the circumstances, which may incorporate management's own assumptions and involves a significant degree of judgment, and the consideration of a combination of internal and external factors, including the appropriate risk adjustments for non-performance and liquidity risks.

Blackstone has also elected the fair value option for certain instruments it owns directly, including loans and receivables, investments in private debt securities and other proprietary investments. Blackstone is required to measure certain financial instruments at fair value, including debt instruments, equity securities and freestanding derivatives.

Fair Value of Investments or Instruments That Are Publicly Traded

Securities that are publicly traded and for which a quoted market exists will be valued at the closing price of such securities in the principal market in which the security trades, or in the absence of a principal market, in the most advantageous market on the valuation date. When a quoted price in an active market exists, no block discounts or control premiums are permitted regardless of the size of the public security held. In some cases, securities will include legal and contractual restrictions limiting their purchase and sale for a period of time. A discount to the publicly traded price may be appropriate in instances where a legal restriction is a characteristic of the security, such as may be required under SEC Rule 144. The amount of the discount, if taken, shall be determined based on the time period that must pass before the restricted security becomes unrestricted or otherwise available for sale.

Fair Value of Investments or Instruments That Are Not Publicly Traded

Investments for which market prices are not observable include private investments in the equity or debt of operating companies or real estate properties. Our primary methodology for determining the fair values of such investments is generally the income approach which provides an indication of fair value based on the present value of cash flows that a business, security, or property is expected to generate in the future. The most widely used methodology under the income approach is the discounted cash flow method which includes significant assumptions about the underlying investment's projected net earnings or cash flows, discount rate, capitalization rate and exit multiple. Our secondary methodology, generally used to corroborate the results of the income approach, is typically the market approach. The most widely used methodology under the market approach relies upon valuations for comparable public companies, transactions, or assets, and includes making judgments about which companies, transactions, or assets are comparable. Depending on the facts and circumstances associated with the investment, different primary and secondary methodologies may be used including option value, contingent claims or scenario analysis, yield analysis, projected cash flow through maturity or expiration, discount to sale, probability weighted methods or recent round of financing.

In certain cases, debt and equity securities are valued on the basis of prices from an orderly transaction between market participants provided by reputable dealers or pricing services. In determining the value of a particular investment, pricing services may use certain information with respect to transactions in such investments, quotations from dealers, pricing matrices and market transactions in comparable investments and various relationships between investments.

Management Process on Fair Value

Due to the importance of fair value throughout the condensed consolidated financial statements and the significant judgment required to be applied in arriving at those fair values, we have developed a process around valuation that incorporates several levels of approval and review from both internal and external sources. Investments held by Blackstone Funds and investment vehicles are valued on at least a quarterly basis by our internal valuation or asset management teams, which are independent from our investment teams. For investments held by vehicles managed by more than one business unit, Blackstone has developed a process designed to facilitate coordination and alignment, as appropriate, of the fair value of in-scope investments across business units.

For investments valued utilizing the income method and where Blackstone has information rights, we generally have a direct line of communication with each of the Companies' and underlying assets' finance teams and collect financial data used to support projections used in a discounted cash flow analysis. The valuation team then analyzes the data received and updates the valuation models reflecting any changes in the underlying cash flow projections, weighted-average cost of capital, exit multiple or capitalization rate, and any other valuation input relevant to economic conditions.

The results of all valuations of investments held by Blackstone Funds and investment vehicles are reviewed by the relevant business unit's valuation sub-committee, which is comprised of key personnel from the business unit, typically the chief investment officer, chief operating officer, chief financial officer, chief compliance officer (or their respective equivalents where applicable) and other senior managing directors in the business. To further corroborate results, each business unit also generally obtains either a positive assurance opinion or a range of value from an independent valuation party, at least annually for internally prepared valuations for investments that have been held by Blackstone Funds and investment vehicles for greater than a year and quarterly for certain investments. Our firmwide valuation committee, chaired by our Chief Financial Officer and comprised of senior members of our businesses and representatives from corporate functions, including legal and finance, reviews the valuation process for investments held by us and our investment vehicles, including the application of appropriate valuation standards on a consistent basis. Each quarter, the valuation process is also reviewed by the audit committee of our board of directors, which is comprised of our non-employee directors.

Income Tax

For a description of our accounting policy on taxes and additional information on taxes see Note 2. "Summary of Significant Accounting Policies" and Note 12. "Income Taxes" in the "Notes to Condensed Consolidated Financial Statements" in "—Item 1. Financial Statements" of this filing.

Our provision for income taxes is comprised of current and deferred taxes. Current income taxes approximate taxes to be paid or refunded for the current period. Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax bases of assets and liabilities and are measured using the applicable enacted tax rates and laws that will be in effect when such differences are expected to reverse.

Additionally, significant judgment is required in estimating the provision for (benefit from) income taxes, current and deferred tax balances (including any valuation allowance), accrued interest or penalties and uncertain tax positions. In evaluating these judgments, we consider, among other items, projections of taxable income (including the character of such income), beginning with historic results and incorporating assumptions of the amount of future pretax operating income. These assumptions about future taxable income require significant judgment and are consistent with the plans and estimates that Blackstone uses to manage its business. To the extent any portion of the deferred tax assets are not considered to be more likely than not to be realized, a valuation allowance is recorded.

Revisions in estimates and/or actual costs of a tax assessment may ultimately be materially different from the recorded accruals and unrecognized tax benefits, if any.

Recent Accounting Developments

Information regarding recent accounting developments and their impact on Blackstone, if any, can be found in Note 2. “Summary of Significant Accounting Policies” in the “Notes to Condensed Consolidated Financial Statements” in “—Item 1. Financial Statements” of this filing.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our predominant exposure to market risk is related to our role as general partner or investment adviser to the Blackstone Funds and the sensitivities to movements in the fair value of their investments, including the effect on management fees, performance revenues and investment income. There were no material changes in our market risks as of September 30, 2025 as compared to December 31, 2024. For additional information, refer to our Annual Report on Form 10-K for the year ended December 31, 2024.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain “disclosure controls and procedures,” as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired objectives.

Our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) are effective at the reasonable assurance level to accomplish their objectives of ensuring that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

No change in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during our most recent quarter, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

We may from time to time be involved in litigation and claims incidental to the conduct of our business. Our businesses are also subject to extensive regulation, which may result in regulatory proceedings against us. See “Part I. Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2024. We are not currently subject to any pending legal (including judicial, regulatory, administrative or arbitration) proceedings that we expect to have a material impact on our condensed consolidated financial statements. However, given the inherent unpredictability of these types of proceedings and the potentially large and/or indeterminate amounts that could be sought, an adverse outcome in certain matters could have a material effect on Blackstone’s financial results in any particular period. See “Part I. Item 1. Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 16. Commitments and Contingencies — Contingencies — Litigation.”

Item 1A. Risk Factors

For a discussion of our potential risks and uncertainties, see the information under the heading “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2024, as such factors may be updated from time to time in our subsequently filed reports, all of which are accessible on the United States Securities and Exchange Commission’s website at www.sec.gov.

See “Part I. Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Business Environment” in this report for a discussion of the conditions in the financial markets and economic conditions affecting our businesses. This discussion updates, and should be read together with, the risk factor entitled “Difficult market and geopolitical conditions can adversely affect our business in many ways, each of which could materially reduce our revenue, earnings and cash flow and adversely affect our financial prospects and condition.” in our Annual Report on Form 10-K for the year ended December 31, 2024.

The risks described in our Annual Report on Form 10-K and in our subsequently filed periodic reports are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table sets forth information regarding repurchases of shares of our common stock during the three months ended September 30, 2025:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (a)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (Dollars in Thousands) (a)
Jul. 1 - Jul. 31, 2025	5,000	\$ 173.67	5,000	\$ 1,752,565
Aug. 1 - Aug. 31, 2025	105,000	\$ 170.23	105,000	\$ 1,734,691
Sep. 1 - Sep. 30, 2025	90,000	\$ 179.04	90,000	\$ 1,718,577
	<u>200,000</u>		<u>200,000</u>	

- (a) On July 16, 2024, Blackstone’s board of directors authorized the repurchase of up to \$2.0 billion of common stock and Blackstone Holdings Partnership Units. Under the repurchase program, repurchases may be made from time to time in open market transactions, in privately negotiated transactions or otherwise. The timing and the actual number of shares repurchased will depend on a variety of factors, including legal requirements,

price and economic and market conditions. The repurchase program may be changed, suspended or discontinued at any time and does not have a specified expiration date. See “Part I. Item 1. Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 13. Earnings Per Share and Stockholders’ Equity — Share Repurchase Program” and “Part I. Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Share Repurchase Program” for further information regarding this repurchase program.

As permitted by our policies and procedures governing transactions in our securities by our directors, executive officers and other employees, from time to time some of these persons may establish plans or arrangements complying with Rule 10b5-1 under the Exchange Act, and similar plans and arrangements relating to our common stock and Blackstone Holdings Partnership Units.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable.

Item 6. Exhibits

<u>Exhibit Number</u>	<u>Exhibit Description</u>
4.1	<u>Second Supplemental Indenture dated as of November 3, 2025 among Blackstone Reg Finance Co. L.L.C., Blackstone Inc., Blackstone Holdings I L.P., Blackstone Holdings AI L.P., Blackstone Holdings II L.P., Blackstone Holdings III L.P. and Blackstone Holdings IV L.P. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.2 to the Registrant’s Current Report on Form 8-K filed with the SEC on November 3, 2025).</u>
4.2	<u>Form of 4.300% Senior Note due 2030 (included in Exhibit 4.1 hereto).</u>
4.3	<u>Third Supplemental Indenture dated as of November 3, 2025 among Blackstone Reg Finance Co L.L.C., Blackstone inc., Blackstone Holdings I L.P., Blackstone Holdings AI L.P., Blackstone Holdings II L.P., Blackstone Holdings III L.P. and Blackstone Holdings IV L.P. and the Bank of New York Mellon Trust Company, N.A., as trustee (incorporated herein by reference to Exhibit 4.3 to the Registrant’s Current Report on Form 8-K filed with the SEC on November 3, 2025).</u>
4.4	<u>Form of 4.950% Senior Note due 2036 (included in Exhibit 4.3 hereto).</u>
10.1	<u>Amended and Restated Credit Agreement, dated as of October 16, 2025, among Blackstone Holdings Finance Co. L.L.C., as borrower, Blackstone Holdings AI L.P., Blackstone Holdings I L.P., Blackstone Holdings II L.P., Blackstone Holdings III L.P. and Blackstone Holdings IV L.P., as guarantors, Citibank, N.A., as administrative agent, and the lenders party thereto (incorporated herein by reference to Exhibit 10.1 to the Registrant’s Current Report on Form 8-K filed with the SEC on October 17, 2025).</u>
10.2*+	<u>Amended and Restated Limited Partnership Agreement of BREDS V L.P., dated as of November 7, 2025 and deemed effective as of November 1, 2022.</u>

31.1*	<u>Certification of the Chief Executive Officer pursuant to Rule 13a-14(a).</u>
31.2*	<u>Certification of the Chief Financial Officer pursuant to Rule 13a-14(a).</u>
32.1**	<u>Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2**	<u>Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema with Embedded Linkbases.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

** Furnished herewith.

+ Management contract or compensatory plan or arrangement in which directors or executive officers are eligible to participate.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: November 7, 2025

Blackstone Inc.

/s/ Michael S. Chae

Name: Michael S. Chae

Title: Chief Financial Officer
(Principal Financial Officer and Authorized
Signatory)

HIGHLY CONFIDENTIAL & TRADE SECRET

BREDS V L.P.

AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

DATED AS OF NOVEMBER 7, 2025

EFFECTIVE AS OF NOVEMBER 1, 2022

THE LIMITED PARTNERSHIP INTERESTS (THE “INTERESTS”) OF BREDS V L.P. (THE “PARTNERSHIP”) HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), THE SECURITIES LAWS OF ANY STATE IN THE UNITED STATES OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT. THE INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT. THEREFORE, PURCHASERS OF SUCH INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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BREDS V L.P.

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of BREDS V L.P., a Delaware limited partnership (the “*Partnership*”), dated as of November 7, 2025, and effective as of November 1, 2022, by and among BREDS V GP L.L.C., a Delaware limited liability company, as general partner of the Partnership (in its capacity as general partner of the Partnership (the “*General Partner*”), Scott Mathias, as initial limited partner (the “*Initial Limited Partner*”), the limited partners listed as Limited Partners in the books and records of the Partnership), and such other persons that are admitted to the Partnership as partners after the date hereof in accordance herewith.

W I T N E S S E T H

WHEREAS, the Partnership was formed pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101, et seq., as it may be amended from time to time (the “*Partnership Act*”), pursuant to a certificate of limited partnership filed in the office of the Secretary of State of the State of Delaware on December 28, 2021;

WHEREAS, the General Partner and the Initial Limited Partner entered into a Limited Partnership Agreement dated as of December 28, 2021 (the “*Original Agreement*”); and

WHEREAS, the parties hereto desire to enter into this Agreement, effective on November 1, 2022 and hereby amend and restate the Original Agreement in its entirety and reflect the withdrawal of the Initial Limited Partner from the Partnership and the admission of certain limited partners to the Partnership and to further make the modifications hereinafter set forth, in each case effective on November 1, 2022;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree that the Original Agreement shall be amended and restated in its entirety as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings for purposes of this Agreement:

“*Adjustment Amount*” has the meaning set forth in Section 8.1(b)(ii).

“*Advancing Party*” has the meaning set forth in Section 7.1(c).

“*Affiliate*” when used with reference to another person means any person (other than the Partnership), directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such other person, which may include, for greater certainty and as the context requires, endowment funds, estate

planning vehicles (including any trusts, family members, family investment vehicles, descendant, trusts and other related persons and entities), charitable programs and other similar and/or related vehicles or accounts associated with or established by Blackstone and/or its affiliates, partners and current and/or former employees and/or related persons.

“Agreement” means this Amended and Restated Limited Partnership Agreement, as it may be further amended, supplemented, restated or otherwise modified from time to time.

“Applicable Collateral Percentage” with respect to any Firm Collateral or Special Firm Collateral, has the meaning set forth in the books and records of the Partnership with respect thereto.

“Associates V” means Blackstone Real Estate Debt Strategies Associates V L.P., a Delaware limited partnership and the general partner of BREDS V, or any other entity that serves as the general partner, special general partner or managing member of a vehicle indicated in the definition of BREDS V.

“Associates V LP Agreement” means the limited partnership agreement, dated as of the date set forth therein, of Associates V, as it may be amended, supplemented, restated or otherwise modified from time to time.

“Bankruptcy” means, with respect to any person, the occurrence of any of the following events: (i) the filing of an application by such person for, or a consent to, the appointment of a trustee or custodian of his or her assets; (ii) the filing by such person of a voluntary petition in Bankruptcy or the seeking of relief under Title 11 of the United States Code, as now constituted or hereafter amended, or the filing of a pleading in any court of record admitting in writing his or her inability to pay his or her debts as they become due; (iii) the failure of such person to pay his or her debts as such debts become due; (iv) the making by such person of a general assignment for the benefit of creditors; (v) the filing by such person of an answer admitting the material allegations of, or his or her consenting to, or defaulting in answering, a Bankruptcy petition filed against him or her in any Bankruptcy proceeding or petition seeking relief under Title 11 of the United States Code, as now constituted or as hereafter amended; or (vi) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such person a bankrupt or insolvent or for relief in respect of such person or appointing a trustee or custodian of his or her assets and the continuance of such order, judgment or decree unstayed and in effect for a period of 60 consecutive days.

“BE Agreement” means the limited partnership agreement, limited liability company agreement or other governing document of any limited partnership, limited liability company or other entity referred to in the definition of “Blackstone Entity,” as such limited partnership agreement, limited liability company agreement or other governing document may be amended, supplemented, restated or otherwise modified to date, and as such limited partnership agreement, limited liability company agreement or other governing document may be further amended, supplemented, restated or otherwise modified from time to time.

“*BE Investment*” means any direct or indirect investment by any Blackstone Entity.

“*Blackstone*” means, collectively, Blackstone Inc., a Delaware corporation (and any predecessor and successor thereto, and any Affiliate thereof (excluding any natural persons and any portfolio companies, investments or similar entities of any Blackstone-sponsored fund (or any affiliate thereof that is not otherwise an Affiliate of Blackstone Inc.)).

“*Blackstone Capital Commitment*” has the meaning set forth in the BREDS V Partnership Agreement.

“*Blackstone Entity*” means any partnership, limited liability company or other entity (excluding any natural persons and any portfolio companies of any Blackstone-sponsored fund) that is an Affiliate of Blackstone Inc., as designated by the General Partner in its sole discretion.

“*BREDS V*” means (i) Blackstone Real Estate Debt Strategies V L.P., a Delaware limited partnership and Blackstone Real Estate Debt Strategies V (LUX) SCSp, a Luxembourg special limited partnership (*société en commandite spéciale*) established under the laws of the Grand Duchy of Luxembourg, (ii) any other Alternative Vehicles, Parallel Funds or other Supplemental Capital Vehicles (each as defined in the respective partnership agreements for the partnerships referred to in clause (i) of this definition), (iii) any other investment vehicle established pursuant to Article II of the respective partnership agreements for any of the partnerships referred to in clause (i) of this definition, and (iv) any other limited partnership, limited liability company or other entity (in each case, whether now or hereafter established) of which Associates V or the Partnership serves, directly or indirectly, as the general partner, special general partner, manager, managing member or in a similar capacity.

“*BREDS V Agreements*” is the collective reference to the BREDS V Partnership Agreement and any governing agreement of any of the partnerships or other entities referred to in clauses (ii), (iii) or (iv) of the definition of “*BREDS V*.”

“*BREDS V Partnership Agreement*” means the Amended and Restated Agreements of Limited Partnership of Blackstone Real Estate Debt Strategies V L.P. and Blackstone Real Estate Debt Strategies V (LUX) SCSp, dated as of the respective dates set forth therein, as each may be amended, supplemented, restated or otherwise modified from time to time.

“*Business Day*” means any day other than a Saturday, Sunday or other day on which banks are authorized or required by law to be closed in New York, New York.

“*Capital Commitment Associates V Partner Interest*” means the interest of the Partnership, if any, as a limited partner of Associates V with respect to any Capital Commitment BREDS V Interest that may be held by Associates V.

“*Capital Commitment BREDS V Commitment*” means the Capital Commitment (as defined in the BREDS V Partnership Agreement), if any, of the Partnership or Associates V to BREDS V that relates solely to the Capital Commitment BREDS V Interest, if any.

“*Capital Commitment BREDS V Interest*” means the Interest (as defined in the BREDS V Partnership Agreement), if any, of the Partnership or Associates V as a capital partner in BREDS V.

“*Capital Commitment BREDS V Investment*” means the Partnership’s interest in a specific investment of BREDS V, which interest may be held by the Partnership (i) through the Partnership’s direct interest in BREDS V through the Partnership’s Capital Commitment BREDS V Interest, if the Partnership holds the Capital Commitment BREDS V Interest, or (ii) through the Partnership’s interest in Associates V and Associates V’s interest in BREDS V through Associates V’s Capital Commitment BREDS V Interest, if Associates V holds the Capital Commitment BREDS V Interest.

“*Capital Commitment Capital Account*” means, with respect to each Capital Commitment Investment for each Partner, the account maintained for such Partner to which are credited such Partner’s contributions to the Partnership with respect to such Capital Commitment Investment and any net income allocated to such Partner pursuant to Section 7.3 with respect to such Capital Commitment Investment and from which are debited any distributions with respect to such Capital Commitment Investment to such Partner and any net losses allocated to such Partner with respect to such Capital Commitment Investment pursuant to Section 7.3. In the case of any such distribution in kind, the Capital Commitment Capital Accounts for the related Capital Commitment Investment shall be adjusted as if the asset distributed had been sold in a taxable transaction and the proceeds distributed in cash, and any resulting gain or loss on such sale shall be allocated to the Partners participating in such Capital Commitment Investment pursuant to Section 7.3.

“*Capital Commitment Class A Interest*” has the meaning set forth in Section 7.4(f).

“*Capital Commitment Class B Interest*” has the meaning set forth in Section 7.4(f).

“*Capital Commitment Defaulting Party*” has the meaning set forth in Section 7.4(g)(ii)(A).

“*Capital Commitment Deficiency Contribution*” has the meaning set forth in Section 7.4(g)(ii)(A).

“*Capital Commitment Disposable Investment*” has the meaning set forth in Section 7.4(f).

“*Capital Commitment Distributions*” means, with respect to each Capital Commitment Investment, all amounts of distributions received by the Partnership with respect to such Capital Commitment Investment solely in respect of the Capital Commitment BREDS V Interest, if any, less any costs, fees and expenses of the Partnership with respect thereto and less reasonable reserves for payment of costs, fees and expenses of the Partnership that are anticipated with respect thereto, in each case which the General Partner may allocate to all or any portion of such Capital Commitment Investment as it may determine in good faith is appropriate.

“*Capital Commitment Giveback Amount*” has the meaning set forth in Section 7.4(g)(i).

“*Capital Commitment Interest*” means the interest of a Partner in a specific Capital Commitment Investment as provided herein.

“*Capital Commitment Investment*” means any Capital Commitment BREDS V Investment, but shall exclude any GP-Related Investment.

“*Capital Commitment Liquidating Share*” means, with respect to each Capital Commitment Investment, in the case of dissolution of the Partnership, the related Capital Commitment Capital Account of a Partner (less amounts reserved in accordance with Section 9.3) immediately prior to dissolution.

“*Capital Commitment Net Income (Loss)*” means, with respect to each Capital Commitment Investment, all amounts of income received by the Partnership with respect to such Capital Commitment Investment, including without limitation gain or loss in respect of the disposition, in whole or in part, of such Capital Commitment Investment, less any costs, fees and expenses of the Partnership allocated thereto and less reasonable reserves for payment of costs, fees and expenses of the Partnership anticipated to be allocated thereto.

“*Capital Commitment Partner Carried Interest*” means, with respect to any Partner, the aggregate amount of distributions or payments received by such Partner (in any capacity) from Affiliates of the Partnership in respect of or relating to “carried interest.” Capital Commitment Partner Carried Interest includes any amount initially received by an Affiliate of the Partnership from any fund (including BREDS V, any similar funds formed after the date hereof, and any Other Blackstone Vehicles (as defined in the BREDS V Partnership Agreement), whether or not in existence as of the date hereof) to which such Affiliate serves as general partner (or in another similar capacity) that exceeds such Affiliate’s *pro rata* share of distributions from such fund based upon capital contributions thereto (or the capital contributions to make the investment of such fund giving rise to such “carried interest”).

“*Capital Commitment Partner Interest*” means a Partner’s interest in the Partnership which relates (i) to any Capital Commitment BREDS V Interest held by the Partnership or (ii) through the Partnership and Associates V, to any Capital Commitment BREDS V Interest that may be held by Associates V.

“*Capital Commitment Profit Sharing Percentage*” means, with respect to each Capital Commitment Investment, the percentage interest of a Partner in Capital Commitment Net Income (Loss) from such Capital Commitment Investment set forth in the books and records of the Partnership.

“Capital Commitment Recontribution Amount” has the meaning set forth in Section 7.4(g)(i).

“Capital Commitment-Related Capital Contributions” has the meaning set forth in Section 7.1(b).

“Capital Commitment-Related Commitment” means, with respect to any Partner, such Partner’s commitment to the Partnership relating to such Partner’s Capital Commitment Partner Interest, as set forth in the books and records of the Partnership, including, without limitation, any such commitment that may be set forth in such Partner’s Commitment Agreement or SMD Agreement, if any.

“Capital Commitment Special Distribution” has the meaning set forth in Section 7.7(a).

“Capital Commitment Value” has the meaning set forth in Section 7.5.

“Carried Interest” means (i) “Carried Interest Distributions” as defined in the BREDS V Partnership Agreement, and (ii) any other carried interest distribution to a Fund GP pursuant to any BREDS V Agreement. In the case of each of (i) and (ii) above, except as determined by the General Partner, the amount shall not be less any costs, fees and expenses of the Partnership with respect thereto and less reasonable reserves for payment of costs, fees and expenses of the Partnership that are anticipated with respect thereto (in each case which the General Partner may allocate among all or any portion of the GP-Related Investments as it determines in good faith is appropriate).

“Carried Interest Give Back Percentage” means, for any Partner or Withdrawn Partner, subject to Section 5.8(e), the percentage determined by dividing (A) the aggregate amount of distributions received by such Partner or Withdrawn Partner from the Partnership or any Other Fund GPs or their Affiliates in respect of Carried Interest by (B) the aggregate amount of distributions made to all Partners, Withdrawn Partners or any other person by the Partnership or any Other Fund GP or any of their Affiliates (in any capacity) in respect of Carried Interest. For purposes of determining any “Carried Interest Give Back Percentage” hereunder, all Trust Amounts contributed to the Trust by the Partnership or any Other Fund GPs on behalf of a Partner or Withdrawn Partner (but not the Trust Income thereon) shall be deemed to have been initially distributed or paid to the Partners and Withdrawn Partners as members, partners or other equity interest owners of the Partnership or any of the Other Fund GPs or their Affiliates.

“Carried Interest Sharing Percentage” means, with respect to each GP-Related Investment, the percentage interest of a Partner in Carried Interest from such GP-Related Investment set forth in the books and records of the Partnership.

“Cause” means the occurrence or existence of any of the following with respect to any Partner, as determined fairly, reasonably, on an informed basis and in good faith by the General Partner: (i) (w) any breach by any Partner of any provision of any non-competition agreement, (x) any material breach of this Agreement or any rules or regulations applicable to such Partner that are established by the General Partner, (y) such Partner’s deliberate failure to perform his or her duties to the Partnership or any of its Affiliates, or (z) such Partner’s committing to or engaging in any conduct or behavior that is or may be harmful to the Partnership or any of its Affiliates in a material way as determined by the General Partner; provided, that, in the case of any of the foregoing clauses (w), (x), (y) and (z), the General Partner has given such Partner written notice (a “Notice of Breach”) within 15 days after the General Partner becomes aware of such action and such Partner fails to cure such breach, failure to perform or conduct or behavior within 15 days after receipt of such Notice of Breach from the General Partner (or such longer period, not to exceed an additional 15 days, as shall be reasonably required for such cure; provided, that such Partner is diligently pursuing such cure); (ii) any act of fraud, misappropriation, dishonesty, embezzlement or similar conduct against the Partnership or any of its Affiliates; or (iii) conviction (on the basis of a trial or by an accepted plea of guilty or nolo contendere) of a felony (under U.S. law or its equivalent in any jurisdiction) or crime (including any misdemeanor charge involving moral turpitude, false statements or misleading omissions, forgery, wrongful taking, embezzlement, extortion or bribery), or a determination by a court of competent jurisdiction, by a regulatory body or by a self-regulatory body having authority with respect to securities laws, rules or regulations of the applicable securities industry, that such Partner individually has violated any applicable securities laws or any rules or regulations thereunder, or any rules of any such self-regulatory body (including, without limitation, any licensing requirement), if such conviction or determination has a material adverse effect on (A) such Partner’s ability to function as a Partner of the Partnership, taking into account the services required of such Partner and the nature of the business of the Partnership and its Affiliates or (B) the business of the Partnership and its Affiliates or (iv) becoming subject to an event described in Rule 506(d)(1)(i)-(viii) of Regulation D under the Securities Act.

“Clawback Adjustment Amount” has the meaning set forth in Section 5.8(e)(ii)(C).

“Clawback Amount” means the “Clawback Amount” and the “Interim Clawback Amount”, each as defined in the BREDS V Partnership Agreement, and any other clawback amount payable to the limited partners of BREDS V or to BREDS V pursuant to any BREDS V Agreement, as applicable.

“Clawback Provisions” means paragraphs 4.2.9 and 9.2.8 of the BREDS V Partnership Agreement and any other similar provisions in any other BREDS V Agreement existing heretofore or hereafter entered into.

“Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor statute. Any reference herein to a particular provision of the Code means, where appropriate, the corresponding provision in any successor statute.

“Commitment Agreements” means the agreements between the Partnership or an Affiliate thereof and Partners, pursuant to which each Partner undertakes certain obligations, including the obligation to make capital contributions pursuant to Section 4.1 and/or Section 7.1. Each Commitment Agreement is hereby incorporated by reference as between the Partnership and the relevant Partner.

“Contingent” means subject to repurchase rights and/or other requirements.

The term *“control”* when used with reference to any person means the power to direct the management and policies of such person, directly or indirectly, by or through stock or other equity interest ownership, agency or otherwise, or pursuant to or in connection with an agreement, arrangement or understanding (written or oral) with one or more other persons by or through stock or other equity interest ownership, agency or otherwise; and the terms *“controlling”* and *“controlled”* shall have meanings correlative to the foregoing.

“Controlled Entity” when used with reference to another person means any person controlled by such other person.

“Covered Person” has the meaning set forth in Section 3.5(a).

“Deceased Partner” means any Partner or Withdrawn Partner who has died or who suffers from Incompetence. For purposes hereof, references to a Deceased Partner shall refer collectively to the Deceased Partner and the estate and heirs or legal representative of such Deceased Partner, as the case may be, that have received such Deceased Partner’s interest in the Partnership.

“Default Interest Rate” means the lower of (i) the sum of (a) the Prime Rate and (b) 5%, or (ii) the highest rate of interest permitted under applicable law.

“Delaware Arbitration Act” has the meaning set forth in Section 10.1(d).

“Electronic Signature” has the meaning set forth in Section 10.9.

“Estate Planning Vehicle” has the meaning set forth in Section 6.3(a).

“Excess Holdback” has the meaning set forth in Section 4.1(d)(v)(A).

“Excess Holdback Percentage” has the meaning set forth in Section 4.1(d)(v)(A).

“Excess Tax-Related Amount” has the meaning set forth in Section 5.8(e).

“Existing Partner” means any Partner who is neither a Retaining Withdrawn Partner nor a Deceased Partner.

“Final Event” means the death, Total Disability, Incompetence, Bankruptcy, liquidation, dissolution or Withdrawal from the Partnership of any person who is a Partner.

“Firm Advances” has the meaning set forth in Section 7.1(c).

“*Firm Collateral*” means a Partner’s or Withdrawn Partner’s interest in one or more partnerships or limited liability companies, in either case affiliated with the Partnership, and certain other assets of such Partner or Withdrawn Partner, in each case that has been pledged or made available to the Trustee(s) to satisfy all or any portion of the Excess Holdback of such Partner or Withdrawn Partner as more fully described in the Partnership’s books and records; provided, that for all purposes hereof (and any other agreement (*e.g.*, the Trust Agreement) that incorporates the meaning of the term “Firm Collateral” by reference), references to “Firm Collateral” shall include “Special Firm Collateral”, excluding references to “Firm Collateral” in Section 4.1(d)(v) and Section 4.1(d)(viii).

“*Firm Collateral Realization*” has the meaning set forth in Section 4.1(d)(v)(B).

“*Fiscal Year*” means a calendar year, or any other period chosen by the General Partner.

“*Fund GP*” means the Partnership (only with respect to the GP-Related BREDS V Interest) and the Other Fund GPs.

“*GAAP*” means U.S. generally accepted accounting principles.

“*General Partner*” means BREDS V GP L.L.C. and any person admitted to the Partnership as an additional or substitute general partner of the Partnership in accordance with the provisions of this Agreement (until such time as such person ceases to be a general partner of the Partnership as provided herein or in the Partnership Act).

“*Giveback Amount(s)*” means the amount(s) payable by partners of BREDS V pursuant to the Giveback Provisions.

“*Giveback Provisions*” means paragraph 3.4.3 of the BREDS V Partnership Agreement and any other similar provisions in any other BREDS V Agreement existing heretofore or hereafter entered into.

“*Governmental Entity*” has the meaning set forth in Section 10.7(b).

“*GP-Related Associates V Interest*” means the interest of the Partnership as a limited partner of Associates V with respect to the GP-Related BREDS V Interest, but does not include any interest of the Partnership in Associates V with respect to any Capital Commitment BREDS V Interest that may be held by Associates V.

“*GP-Related BREDS V Interest*” means the interest of Associates V in BREDS V as general partner of BREDS V, excluding any Capital Commitment BREDS V Interest that may be held by Associates V.

“*GP-Related BREDS V Investment*” means the Partnership’s indirect interest in Associates V’s indirect interest in an Investment (for purposes of this definition, as defined in the BREDS V Partnership Agreement) in Associates V’s capacity as general partner and/or special general partner of BREDS V, but does not include any Capital Commitment Investment.

“GP-Related Capital Account” has the meaning set forth in Section 5.2(a).

“GP-Related Capital Contributions” has the meaning set forth in Section 4.1(a).

“GP-Related Class A Interest” has the meaning set forth in Section 5.8(a)(ii).

“GP-Related Class B Interest” has the meaning set forth in Section 5.8(a)(ii).

“GP-Related Commitment”, with respect to any Partner, means such Partner’s commitment to the Partnership relating to such Partner’s GP-Related Partner Interest, as set forth in the books and records of the Partnership, including, without limitation, any such commitment that may be set forth in such Partner’s Commitment Agreement or SMD Agreement, if any.

“GP-Related Defaulting Party” has the meaning set forth in Section 5.8(d)(ii)(A).

“GP-Related Deficiency Contribution” has the meaning set forth in Section 5.8(d)(ii)(A).

“GP-Related Disposable Investment” has the meaning set forth in Section 5.8(a)(ii).

“GP-Related Giveback Amount” has the meaning set forth in Section 5.8(d)(i)(A).

“GP-Related Investment” means any investment (direct or indirect) of the Partnership in respect of the GP-Related BREDS V Interest (including, without limitation, any GP-Related BREDS V Investment, but excluding any Capital Commitment Investment).

“GP-Related Net Income (Loss)” has the meaning set forth in Section 5.1(b).

“GP-Related Partner Interest” of a Partner means all interests of such Partner in the Partnership (other than such Partner’s Capital Commitment Partner Interest), including, without limitation, such Partner’s interest in the Partnership with respect to the GP-Related BREDS V Interest and with respect to all GP-Related Investments.

“GP-Related Profit Sharing Percentage” means the “Carried Interest Sharing Percentage” and “Non-Carried Interest Sharing Percentage” of each Partner; provided, that any references in this Agreement to GP-Related Profit Sharing Percentages made (i) in connection with voting or voting rights or (ii) GP-Related Capital Contributions with respect to GP-Related Investments (including Section 5.3(b)) means the “Non-Carried Interest Sharing Percentage” of each Partner; provided further, that the term “GP-Related Profit Sharing Percentage” shall not include any Capital Commitment Profit Sharing Percentage.

“GP-Related Recontribution Amount” has the meaning set forth in Section 5.8(d)(i)(A).

“*GP-Related Required Amounts*” has the meaning set forth in Section 4.1(a).

“*GP-Related Unallocated Percentage*” has the meaning set forth in Section 5.3(b).

“*GP-Related Unrealized Net Income (Loss)*” attributable to any GP-Related BREDS V Investment as of any date means the GP-Related Net Income (Loss) that would be realized by the Partnership with respect to such GP-Related BREDS V Investment if BREDS V’s entire portfolio of investments were sold on such date for cash in an amount equal to their aggregate value on such date (determined in accordance with Section 5.1(e)) and all distributions payable by BREDS V to the Partnership (indirectly through the general partner of BREDS V) pursuant to any BREDS V Partnership Agreement with respect to such GP-Related BREDS V Investment were made on such date. “GP-Related Unrealized Net Income (Loss)” attributable to any other GP-Related Investment (other than any Capital Commitment Investment) as of any date means the GP-Related Net Income (Loss) that would be realized by the Partnership with respect to such GP-Related Investment if such GP-Related Investment were sold on such date for cash in an amount equal to its value on such date (determined in accordance with Section 5.1(e)).

“*Holdback*” has the meaning set forth in Section 4.1(d)(i).

“*Holdback Percentage*” has the meaning set forth in Section 4.1(d)(i).

“*Holdback Vote*” has the meaning set forth in Section 4.1(d)(iv)(A).

“*Holdings*” means Blackstone Holdings IV L.P., a Québec société en commandite.

“*Incompetence*” means, with respect to any Partner, the determination by the General Partner in its sole discretion, after consultation with a qualified medical doctor, that such Partner is incompetent to manage his or her person or his or her property.

“*Initial Holdback Percentages*” has the meaning set forth in Section 4.1(d)(i).

“*Initial Limited Partner*” has the meaning set forth in the preamble hereto.

“*Interest*” means a partnership interest (as defined in §17-101(13) of the Partnership Act) in the Partnership, including any interest that is held by a Retaining Withdrawn Partner and including any Partner’s GP-Related Partner Interest and Capital Commitment Partner Interest.

“*Investment*” means any investment (direct or indirect) of the Partnership designated by the General Partner from time to time as an investment in which the Partners’ respective interests shall be established and accounted for on a basis separate from the Partnership’s other businesses, activities and investments, including (a) GP-Related Investments, and (b) Capital Commitment Investments.

“*Investor Note*” means a promissory note of a Partner evidencing indebtedness incurred by such Partner to purchase a Capital Commitment Interest, the terms of which were or are approved by the General Partner and which is secured by such Capital Commitment Interest, all other Capital Commitment Interests of such Partner and all other interests of such Partner in Blackstone Entities; provided, that such promissory note may also evidence indebtedness relating to other interests of such Partner in Blackstone Entities, and such indebtedness shall be prepayable with Capital Commitment Net Income (whether or not such indebtedness relates to Capital Commitment Investments) as set forth in this Agreement, the Investor Note, the other BE Agreements and any documentation relating to Other Sources; provided further, that references to “Investor Notes” herein refer to multiple loans made pursuant to such note, whether made with respect to Capital Commitment Investments or other BE Investments, and references to an “Investor Note” refer to one such loan as the context requires. In no way shall any indebtedness incurred to acquire Capital Commitment Interests or other interests in Blackstone Entities be considered part of the Investor Notes for purposes hereof if the Lender or Guarantor is not the lender or guarantor with respect thereto.

“*Investor Special Partner*” means any Special Partner so designated at the time of its admission by the General Partner as a Partner of the Partnership.

“*Issuer*” means the issuer of any Security comprising part of an Investment.

“*L/C*” has the meaning set forth in Section 4.1(d)(vi).

“*L/C Partner*” has the meaning set forth in Section 4.1(d)(vi).

“*Lender or Guarantor*” means Blackstone Holdings I L.P., in its capacity as lender or guarantor under the Investor Notes, or any other Affiliate of the Partnership that makes or guarantees loans to enable a Partner to acquire Capital Commitment Interests or other interests in Blackstone Entities.

“*Limited Partner*” means each of the parties listed as Limited Partners in the books and records of the Partnership or any person that has been admitted to the Partnership as a substituted or additional Limited Partner in accordance with the terms of this Agreement, each in its capacity as a limited partner of the Partnership. For the avoidance of doubt, the term “Limited Partner” does not include the General Partner or any Special Partners (notwithstanding the fact that Special Partners are limited partners of the Partnership).

“*Loss Amount*” has the meaning set forth in Section 5.8(e)(i)(A).

“*Loss Investment*” has the meaning set forth in Section 5.8(e).

“*Losses*” has the meaning set forth in Section 3.5(b)(i).

“Majority in Interest of the Partners” on any date (a *“vote date”*) means one or more persons who are Partners (including the General Partner but excluding Nonvoting Special Partners) on the vote date and who, as of the last day of the most recent accounting period ending on or prior to the vote date (or as of such later date on or prior to the vote date selected by the General Partner as of which the Partners’ capital account balances can be determined), have aggregate capital account balances representing at least a majority in amount of the total capital account balances of all the persons who are Partners (including the General Partner but excluding Nonvoting Special Partners) on the vote date.

“Moody’s” means Moody’s Investors Service, Inc., or any successor thereto.

“Net Carried Interest Distribution” has the meaning set forth in Section 5.8(e)(i)(C).

“Net Carried Interest Distribution Recontribution Amount” has the meaning set forth in Section 5.8(e).

“Net GP-Related Recontribution Amount” has the meaning set forth in Section 5.8(d)(i)(A).

“Non-Carried Interest” means, with respect to each GP-Related Investment, all amounts of distributions, other than Carried Interest and other than Capital Commitment Distributions, received by the Partnership with respect to such GP-Related Investment, less any costs, fees and expenses of the Partnership with respect thereto and less reasonable reserves for payment of costs, fees and expenses of the Partnership that are anticipated with respect thereto, in each case which the General Partner may allocate to all or any portion of the GP-Related Investments as it may determine in good faith is appropriate.

“Non-Carried Interest Sharing Percentage” means, with respect to each GP-Related Investment, the percentage interest of a Partner in Non-Carried Interest from such GP-Related Investment set forth in the books and records of the Partnership.

“Non-Contingent” means generally not subject to repurchase rights or other requirements.

“Nonvoting Partner” has the meaning set forth in Section 8.2.

“Nonvoting Special Partner” has the meaning set forth in Section 6.1(a).

“Original Agreement” has the meaning set forth in the recitals.

“Other Fund GPs” means Associates V and any other entity (other than the Partnership) through which any Partner, Withdrawn Partner or any other person directly receives any amounts of Carried Interest, and any successor thereto; provided, that this includes any other entity which has in its organizational documents a provision which indicates that it is a “Fund GP” or an “Other Fund GP”; provided further, that notwithstanding any of the foregoing, neither BREDS V GP L.L.C. nor Holdings nor any Estate Planning Vehicle established for the benefit of family members of any Partner or of any member or partner of any Other Fund GP shall be considered an “Other Fund GP” for purposes hereof.

“*Other Sources*” means (i) distributions or payments of Capital Commitment Partner Carried Interest (which shall include amounts of Capital Commitment Partner Carried Interest which are not distributed or paid to a Partner but are instead contributed to a trust (or similar arrangement) to satisfy any “holdback” obligation with respect thereto), and (ii) distributions from Blackstone Entities (other than the Partnership) to such Partner.

“*Parallel Fund*” means any additional collective investment vehicle (or other similar arrangement) formed pursuant to paragraph 2.8 of the BREDS V Partnership Agreement.

“*Partner*” means any person who is a partner of the Partnership, including the Limited Partners, the General Partner and the Special Partners. Except as otherwise specifically provided herein, no group of Partners, including the Special Partners and any group of Partners in the same Partner Category, shall have any right to vote as a class on any matter relating to the Partnership, including, but not limited to, any merger, reorganization, dissolution or liquidation.

“*Partner Category*” means the General Partner, Existing Partners, Retaining Withdrawn Partners or Deceased Partners, each referred to as a group for purposes hereof.

“*Partnership*” has the meaning set forth in the preamble hereto.

“*Partnership Act*” has the meaning set forth in the preamble hereto.

“*Partnership Affiliate*” has the meaning set forth in Section 3.3(b).

“*Partnership Affiliate Governing Agreement*” has the meaning set forth in Section 3.3(b).

“*Pledgable Blackstone Interests*” has the meaning set forth in Section 4.1(d)(v)(A).

“*Prime Rate*” means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate.

“*Qualifying Fund*” means any fund designated by the General Partner as a “Qualifying Fund”.

“*Repurchase Period*” has the meaning set forth in Section 5.8(c).

“*Required Rating*” has the meaning set forth in Section 4.1(d)(vi).

“Retained Portion” has the meaning set forth in Section 7.6(a).

“Retaining Withdrawn Partner” means a Withdrawn Partner who has retained a GP-Related Partner Interest, pursuant to Section 6.5(f) or otherwise. A Retaining Withdrawn Partner shall be considered a Nonvoting Special Partner for all purposes hereof.

“S&P” means Standard & Poor’s Ratings Group, and any successor thereto.

“Securities” means any debt or equity securities of an Issuer and its subsidiaries and other Controlled Entities constituting part of an Investment, including without limitation common and preferred stock, interests in limited partnerships and interests in limited liability companies (including warrants, rights, put and call options and other options relating thereto or any combination thereof), notes, bonds, debentures, trust receipts and other obligations, instruments or evidences of indebtedness, choses in action, other property or interests commonly regarded as securities, interests in real property, whether improved or unimproved, interests in oil and gas properties and mineral properties, short-term investments commonly regarded as money-market investments, bank deposits and interests in personal property of all kinds, whether tangible or intangible.

“Securities Act” means the U.S. Securities Act of 1933, as amended from time to time, or any successor statute.

“Settlement Date” has the meaning set forth in Section 6.5(a).

“SMD Agreements” means the agreements between the Partnership and/or one or more of its Affiliates and certain of the Partners, pursuant to which each such Partner undertakes certain obligations with respect to the Partnership and/or its Affiliates. The SMD Agreements are hereby incorporated by reference as between the Partnership and the relevant Partner.

“Special Firm Collateral” means interests in a Qualifying Fund or other assets that have been pledged to the Trustee(s) to satisfy all or any portion of a Partner’s or Withdrawn Partner’s Holdback obligation (excluding any Excess Holdback) as more fully described in the Partnership’s books and records.

“Special Firm Collateral Realization” has the meaning set forth in Section 4.1(d)(viii)(B).

“Special Partner” means any person shown in the books and records of the Partnership as a Special Partner of the Partnership, including any Nonvoting Special Partner and any Investor Special Partner.

“Subject Investment” has the meaning set forth in Section 5.8(e)(i).

“Subject Partner” has the meaning set forth in Section 4.1(d)(iv)(A).

“*Successor in Interest*” means any (i) shareholder of; (ii) trustee, custodian, receiver or other person acting in any Bankruptcy or reorganization proceeding with respect to; (iii) assignee for the benefit of the creditors of; (iv) officer, director or partner of; (v) trustee or receiver, or former officer, director or partner, or other fiduciary acting for or with respect to the dissolution, liquidation or termination of; or (vi) other executor, administrator, committee, legal representative or other successor or assign of, any Partner, whether by operation of law or otherwise.

“*Tax Advances*” has the meaning set forth in Section 6.7(d).

“*Tax Matters Partner*” has the meaning set forth in Section 6.7(b).

“*TM*” has the meaning set forth in Section 10.2.

“*Total Disability*” means the inability of a Limited Partner substantially to perform the services required of such Limited Partner (in its capacity as such or in any other capacity with respect to any Affiliate of the Partnership) for a period of six consecutive months by reason of physical or mental illness or incapacity and whether arising out of sickness, accident or otherwise.

“*Transfer*” has the meaning set forth in Section 8.2.

“*Trust Account*” has the meaning set forth in the Trust Agreement.

“*Trust Agreement*” means the Trust Agreement, dated as of the date set forth therein, as amended, supplemented, restated or otherwise modified from time to time, among the Partners, the Trustee(s) and certain other persons that may receive distributions in respect of or relating to Carried Interest from time to time.

“*Trust Amount*” has the meaning set forth in the Trust Agreement.

“*Trust Income*” has the meaning set forth in the Trust Agreement.

“*Trustee(s)*” has the meaning set forth in the Trust Agreement.

“*Unadjusted Carried Interest Distribution*” has the meaning set forth in Section 5.8(c)(i)(B).

“*Unallocated Capital Commitment Interests*” has the meaning set forth in Section 8.1(f).

“*U.S.*” means the United States of America.

“*W-8BEN*” has the meaning set forth in Section 3.7.

“*W-8BEN-E*” has the meaning set forth in Section 3.7.

“*W-8IMY*” has the meaning set forth in Section 3.7.

“W-9” has the meaning set forth in Section 3.7.

“*Withdraw*” or “*Withdrawal*” means, with respect to a Partner, such Partner ceasing to be a partner of the Partnership (except as a Retaining Withdrawn Partner) for any reason (including death, disability, removal, resignation or retirement, whether such is voluntary or involuntary), unless the context shall limit the type of withdrawal to a specific reason, and “Withdrawn” with respect to a Partner means, as aforesaid, such Partner ceasing to be a partner of the Partnership.

“*Withdrawal Date*” means the date of the Withdrawal from the Partnership of a Withdrawn Partner.

“*Withdrawn Partner*” means a Limited Partner whose GP-Related Partner Interest or Capital Commitment Partner Interest in the Partnership has been terminated for any reason, including the occurrence of an event specified in Section 6.2, and shall include, unless the context requires otherwise, the estate or legal representatives of any such Partner.

Section 1.2. Terms Generally. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The term “*person*” includes individuals, partnerships (including limited liability partnerships), companies (including limited liability companies), joint ventures, corporations, trusts, governments (or agencies or political subdivisions thereof) and other associations and entities. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

ARTICLE II

GENERAL PROVISIONS

Section 2.1. General Partner, Limited Partner, Special Partner. The Partners may be General Partners, Limited Partners or Special Partners. The General Partner as of the date hereof is BREDS V GP L.L.C. and the Limited Partners as of the date hereof are those persons shown as Limited Partners in the books and records of the Partnership and the Special Partners as of the date hereof are those persons shown as Special Partners in the books and records of the Partnership as of the date hereof. The books and records of the Partnership contain the GP-Related Profit Sharing Percentage and GP-Related Commitment of each Partner (including, without limitation, the General Partner) with respect to the GP-Related Investments of the Partnership as of the date hereof. The books and records of the Partnership contain the Capital Commitment Profit Sharing Percentage and Capital Commitment-Related Commitment of each Partner (including, without limitation, the General Partner) with respect to the Capital Commitment Investments of the Partnership as of the date hereof. The books and records of the Partnership shall be amended by the General Partner from time to time to reflect additional GP-Related Investments, additional Capital Commitment Investments, dispositions by the Partnership of GP-Related Investments, dispositions by the Partnership of Capital Commitment Investments, the GP-Related Profit Sharing Percentages of the Partners (including, without

limitation, the General Partner), as modified from time to time, the Capital Commitment Profit Sharing Percentages of the Partners (including, without limitation, the General Partner), as modified from time to time, the admission of additional Partners, the Withdrawal of Partners and the transfer or assignment of interests in the Partnership pursuant to the terms of this Agreement. At the time of admission of each additional Partner, the General Partner shall determine in its sole discretion the GP-Related Investments and Capital Commitment Investments in which such Partner shall participate and such Partner's GP-Related Commitment, Capital Commitment-Related Commitment, GP-Related Profit Sharing Percentage with respect to each such GP-Related Investment and Capital Commitment Profit Sharing Percentage with respect to each such Capital Commitment Investment. Each Partner may have a GP-Related Partner Interest and/or a Capital Commitment Partner Interest.

Section 2.2. Formation; Name; Foreign Jurisdictions. The Partnership is hereby continued as a limited partnership pursuant to the Partnership Act and shall conduct its activities on and after the date hereof under the name of BREDS V L.P. The certificate of limited partnership of the Partnership may be amended and/or restated from time to time by the General Partner, as an "authorized person" (within the meaning of the Partnership Act). The General Partner is further authorized to execute and deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Partnership to qualify to do business in a jurisdiction in which the Partnership may wish to conduct business.

Section 2.3. Term. The term of the Partnership shall continue until December 31, 2075, unless earlier dissolved and its affairs wound up in accordance with this Agreement and the Partnership Act.

Section 2.4. Purposes; Powers. (a) The purposes of the Partnership shall be, directly or indirectly through subsidiaries or Affiliates:

(i) to serve as a limited partner or general partner of Associates V and perform the functions of a limited partner, special general partner or general partner of Associates V specified in the Associates V LP Agreement and, if applicable, the BREDS V Agreements;

(ii) if applicable, to serve as, and hold the Capital Commitment BREDS V Interest as, a capital partner (and, if applicable, a limited partner, special general partner and/or a general partner) of BREDS V and perform the functions of a capital partner (and, if applicable, a limited partner, special general partner and/or a general partner) of BREDS V specified in the BREDS V Agreements;

(iii) to invest in Capital Commitment Investments and/or GP-Related Investments and acquire and invest in Securities or other property directly or indirectly through Associates V and/or BREDS V or otherwise;

(iv) to make the Blackstone Capital Commitment or a portion thereof, directly or indirectly, and to invest in GP-Related Investments, Capital Commitment Investments and other Investments and acquire and invest in Securities or other property either directly or indirectly through Associates V or another entity;

(v) to serve as a general partner or limited partner of BREDS V and/or other investment vehicles and perform the functions of a general partner or limited partner, member, shareholder or other equity interest owner specified in the respective partnership agreement, limited liability company agreement, charter or other governing documents, as amended, supplemented, restated or otherwise modified from time to time, of any such partnership;

(vi) to serve as a member, shareholder or other equity interest owner of limited liability companies, other companies, corporations or other entities and perform the functions of a member, shareholder or other equity interest owner specified in the respective limited liability company agreement, charter or other governing documents, as amended, supplemented, restated or otherwise modified from time to time, of any such limited liability company, company, corporation or other entity;

(vii) to carry on such other businesses, perform such other services and make such other investments as are deemed desirable by the General Partner and as are permitted under the Partnership Act, the Associates V LP Agreement, the BREDS V Agreements, and any applicable partnership agreement, limited liability company agreement, charter or other governing document referred to in clause (v) or (vi) above, in each case as the same may be amended, supplemented, restated or otherwise modified from time to time;

(viii) any other lawful purpose; and

(ix) to do all things necessary, desirable, convenient or incidental thereto.

(b) In furtherance of its purposes, the Partnership shall have all powers necessary, suitable or convenient for the accomplishment of its purposes, alone or with others, as principal or agent, including the following:

(i) to be and become a general partner or limited partner of partnerships, a member of limited liability companies, a holder of common and preferred stock of corporations and/or an investor in the foregoing entities or other entities, in connection with the making of Investments or the acquisition, holding or disposition of Securities or other property or as otherwise deemed appropriate by the General Partner in the conduct of the Partnership's business, and to take any action in connection therewith;

(ii) to acquire and invest in general partner or limited partner interests, in limited liability company interests, in common and preferred stock of corporations and/or in other interests in or obligations of the foregoing entities or other entities and in Investments and Securities or other property or direct or indirect interests therein, whether such Investments and Securities or other property are readily marketable or not, and to receive, hold, sell, dispose of or otherwise transfer any such partner interests, limited liability company interests, stock, interests, obligations, Investments or Securities or other property and any dividends and distributions thereon and to purchase and sell, on margin, and be long or short, futures contracts and to purchase and sell, and be long or short, options on futures contracts;

(iii) to buy, sell and otherwise acquire investments, whether such investments are readily marketable or not;

(iv) to invest and reinvest the cash assets of the Partnership in money-market or other short-term investments;

(v) to hold, receive, mortgage, pledge, grant security interests over, lease, transfer, exchange or otherwise dispose of, grant options with respect to, and otherwise deal in and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, all property held or owned by the Partnership;

(vi) to borrow or raise money from time to time and to issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and non-negotiable instruments and evidences of indebtedness, to secure payment of the principal of any such indebtedness and the interest thereon by mortgage, pledge, conveyance or assignment in trust of, or the granting of a security interest in, the whole or any part of the property of the Partnership, whether at the time owned or thereafter acquired, to guarantee the obligations of others and to buy, sell, pledge or otherwise dispose of any such instrument or evidence of indebtedness;

(vii) to lend any of its property or funds, either with or without security, at any legal rate of interest or without interest;

(viii) to have and maintain one or more offices within or without the State of Delaware, and in connection therewith, to rent or acquire office space, engage personnel and compensate them and do such other acts and things as may be advisable or necessary in connection with the maintenance of such office or offices;

(ix) to open, maintain and close accounts, including margin accounts, with brokers;

(x) to open, maintain and close bank accounts and draw checks and other orders for the payment of moneys;

(xi) to engage accountants, auditors, custodians, investment advisers, attorneys and any and all other agents and assistants, both professional and nonprofessional, and to compensate any of them as may be necessary or advisable;

(xii) to form or cause to be formed and to own the stock of one or more corporations, whether foreign or domestic, to form or cause to be formed and to participate in partnerships and joint ventures, whether foreign or domestic and to form or cause to be formed and be a member or manager or both of one or more limited liability companies;

(xiii) to enter into, make and perform all contracts, agreements and other undertakings as may be necessary, convenient, advisable or incident to carrying out its purposes;

(xiv) to sue and be sued, to prosecute, settle or compromise all claims against third parties, to compromise, settle or accept judgment to claims against the Partnership, and to execute all documents and make all representations, admissions and waivers in connection therewith;

(xv) to distribute, subject to the terms of this Agreement, at any time and from time to time to the Partners cash or investments or other property of the Partnership, or any combination thereof; and

(xvi) to take such other actions necessary, desirable, convenient or incidental thereto and to engage in such other businesses as may be permitted under Delaware and other applicable law.

Section 2.5. Place of Business. The Partnership shall maintain a registered office at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The Partnership shall maintain an office and principal place of business at such place or places as the General Partner specifies from time to time and as set forth in the books and records of the Partnership. The name and address of the Partnership's registered agent is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The General Partner may from time to time change the registered agent or office by an amendment to the certificate of limited partnership of the Partnership.

Section 2.6. Withdrawal of Initial Limited Partner. Upon the admission of one or more additional Limited Partners to the Partnership, the Initial Limited Partner shall (a) Withdraw as the Initial Limited Partner of the Partnership and (b) have no further right, interest or obligation of any kind whatsoever as a Partner in the Partnership; provided, that the effective date of such Withdrawal shall be deemed as between the parties hereto to be November 1, 2022.

ARTICLE III

MANAGEMENT

Section 3.1. General Partner. (a) BREDS V GP L.L.C. is the General Partner as of the date hereof. The General Partner shall cease to be the General Partner only if (i) it Withdraws from the Partnership for any reason, (ii) it consents in its sole discretion to resign as the General Partner, or (iii) a Final Event with respect to it occurs. The General Partner may not be removed without its consent. There may be one or more General Partners. In the event that one or more other General Partners is admitted to the Partnership as such, all references herein to the "General Partner" in the singular form shall be deemed to also refer to such other General Partners as may be appropriate. The relative rights and responsibilities of the General Partners will be as agreed upon from time to time between them.

(b) Upon the Withdrawal from the Partnership or voluntary resignation of the last remaining General Partner, all of the powers formerly vested therein pursuant to this Agreement and the Partnership Act shall be exercised by a Majority in Interest of the Partners.

Section 3.2. Partner Voting, etc. (a) Except as otherwise expressly provided herein and except as may be expressly required by the Partnership Act, Partners (including Special Partners), other than the General Partner, as such shall have no right to, and shall not, take part in the management or control of the Partnership's business or act for or bind the Partnership, and shall have only the rights and powers granted to Partners of the applicable class herein.

(b) To the extent a Partner is entitled to vote with respect to any matter relating to the Partnership, such Partner shall not be obligated to abstain from voting on any matter (or vote in any particular manner) because of any interest (or conflict of interest) of such Partner (or any Affiliate thereof) in such matter.

(c) Meetings of the Partners may be called only by the General Partner.

(d) Notwithstanding any other provision of this Agreement, any Limited Partner or Withdrawn Partner that fails to respond to a notice provided by the General Partner requesting the consent, approval or vote of such Limited Partner or Withdrawn Partner within 14 days after such notice is sent to such Limited Partner or Withdrawn Partner shall be deemed to have given its affirmative consent or approval thereto.

Section 3.3. Management. (a) The management, control and operation of the Partnership and the formulation and execution of business and investment policy shall be vested in the General Partner. The General Partner shall, in its discretion, exercise all powers necessary and convenient for the purposes of the Partnership, including those enumerated in Section 2.4, on behalf and in the name of the Partnership. All decisions and determinations (howsoever described herein) to be made by the General Partner pursuant to this Agreement shall be made in its sole discretion, subject only to the express terms and conditions of this Agreement.

(b) Notwithstanding any provision in this Agreement to the contrary, the Partnership is hereby authorized, without the need for any further act, vote or consent of any person (directly or indirectly through one or more other entities, in the name and on behalf of the Partnership, on its own behalf or in the Partnership's capacity as a partner of Associates V on Associates V's own behalf or in Associates V's capacity as general partner, special general partner, capital partner and/or limited partner of BREDS V, a general partner or limited partner, member, shareholder or other equity interest owner of any Partnership Affiliate or, if applicable, in the Partnership's capacity as a capital partner of BREDS V or as general or limited partner, member, shareholder or other equity interest owner of any Partnership Affiliate (as hereinafter defined)): (i) to execute and deliver, and to perform the Partnership's obligations under the Associates V LP Agreement, including, without limitation, serving as a limited partner or general partner of Associates V, (ii) to execute and deliver, and to cause Associates V to perform Associates V's obligations under the BREDS V Agreements, including, without limitation, serving as a general partner or special general partner of BREDS V and, if applicable, a capital partner of BREDS V, (iii) if applicable, to execute and deliver, and to perform the Partnership's obligations under, the BREDS V Agreements, including, without limitation, serving as a capital partner of BREDS V, (iv) to execute and deliver, and to perform, or, if applicable, to cause Associates V to perform, the Partnership's or Associates V's obligations under, the governing agreement, as amended, supplemented, restated or otherwise modified (each a "*Partnership Affiliate Governing Agreement*"), of any other partnership, limited liability company, other company, corporation or other entity (each a "*Partnership Affiliate*") of which the Partnership or Associates V is, or is to become, a general partner or limited partner, member, shareholder or

other equity interest owner, including, without limitation, serving as a general partner, special general partner or limited partner, member, shareholder or other equity interest owner of each Partnership Affiliate, and (v) to take any action, in the applicable capacity, contemplated by or arising out of this Agreement, the Associates V LP Agreement, the BREDS V Agreements or each Partnership Affiliate Governing Agreement (and any amendment, supplement, restatement and/or other modification of any of the foregoing).

(c) The General Partner, and any other person designated by the General Partner, each acting individually, is hereby authorized and empowered, as an authorized person of the Partnership, or otherwise, or as an authorized representative of the General Partner (within the meaning of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended, or otherwise) (the General Partner hereby authorizing and ratifying any of the following actions):

(i) to execute and deliver and/or file (including any such action, directly or indirectly through one or more other entities, in the name and on behalf of the Partnership, on its own behalf, or in its capacity as a limited partner or general partner of Associates V on Associates V's own behalf, or in Associates V's capacity as general partner, special general partner, capital partner and/or limited partner of BREDS V or as general partner or limited partner, member, shareholder or other equity interest owner of any Partnership Affiliate or, if applicable, in the Partnership's capacity as a capital partner of BREDS V or as a general partner or limited partner, member, shareholder or other equity interest owner of any Partnership Affiliate), any of the following:

- (A) any agreement, certificate, instrument or other document of the Partnership, Associates V, BREDS V or any Partnership Affiliate (and any amendments, supplements, restatements and/or other modifications thereof), including, without limitation, the following:
 - (I) the Associates V LP Agreement, the BREDS V Agreements and each Partnership Affiliate Governing Agreement,
 - (II) subscription agreements and documents on behalf of BREDS V or Associates V, (III) side letters issued in connection with investments in BREDS V and (IV) such other agreements, certificates, instruments and other documents as may be necessary or desirable in furtherance of the purposes of the Partnership, Associates V, BREDS V or any Partnership Affiliate (and any amendments, supplements, restatements and/or other modifications of any of the foregoing referred to in (I) through (IV) above) and for the avoidance of doubt, this Agreement may be amended by the General Partner in its sole discretion;
- (B) the certificates of formation, certificates of limited partnership and/or other organizational documents of the Partnership, Associates V, BREDS V and any Partnership Affiliate (and any amendments, supplements, restatements and/or other modifications of any of the foregoing); and

- (C) any other certificates, notices, applications and other documents (and any amendments, supplements, restatements and/or other modifications thereof) to be filed with any government or governmental or regulatory body, including, without limitation, any such document that may be necessary for the Partnership, Associates V, BREDS V or any Partnership Affiliate to qualify to do business in a jurisdiction in which the Partnership, Associates V, BREDS V or such Partnership Affiliate desires to do business;

(ii) to prepare or cause to be prepared, and to sign, execute and deliver and/or file (including any such action, directly or indirectly through one or more other entities, in the name and on behalf of the Partnership, on its own behalf or in its capacity as a limited partner or general partner of Associates V on Associates V's own behalf or in Associates V's capacity as general partner, special general partner, capital partner and/or limited partner of BREDS V, or as general partner or limited partner, member, shareholder or other equity interest owner of any Partnership Affiliate or, if applicable, in the Partnership's capacity as a capital partner of BREDS V or as general partner or limited partner, member, shareholder or other equity interest owner of any Partnership Affiliate): (A) any certificates, forms, notices, applications and other documents to be filed with any government or governmental or regulatory body on behalf of the Partnership, Associates V, BREDS V and/or any Partnership Affiliate, (B) any certificates, forms, notices, applications and other documents that may be necessary or advisable in connection with any bank account of the Partnership, Associates V, BREDS V or any Partnership Affiliate or any banking facilities or services that may be utilized by the Partnership, Associates V, BREDS V or any Partnership Affiliate, and all checks, notes, drafts and other documents of the Partnership, Associates V, BREDS V or any Partnership Affiliate that may be required in connection with any such bank account or banking facilities or services and (C) resolutions with respect to any of the foregoing matters (which resolutions, when executed by any person authorized as provided in this Section 3.3(c), each acting individually, shall be deemed to have been duly adopted by the General Partner, the Partnership, Associates V, BREDS V or any Partnership Affiliate, as applicable, for all purposes).

(d) The authority granted to any person (other than the General Partner) in Section 3.3(c) may be revoked at any time by the General Partner by an instrument in writing signed by the General Partner.

Section 3.4. Responsibilities of Partners.

(a) Unless otherwise determined by the General Partner in a particular case, each Limited Partner (other than a Special Partner) shall devote substantially all of his or her time and attention to the businesses of the Partnership and its Affiliates, and each Special Partner shall not be required to devote any time or attention to the businesses of the Partnership or its Affiliates.

(b) All outside business or investment activities of the Partners (including outside directorships or trusteeships) shall be subject to such rules and regulations as are established by the General Partner from time to time.

(c) The General Partner may from time to time establish such other rules and regulations applicable to Partners or other employees as the General Partner deems appropriate, including rules governing the authority of Partners or other employees to bind the Partnership to financial commitments or other obligations.

Section 3.5. Exculpation and Indemnification.

(a) Liability to Partners. Notwithstanding any other provision of this Agreement, whether express or implied, to the fullest extent permitted by law, no Partner nor any of such Partner's representatives, agents or advisors nor any partner, member, officer, employee, representative, agent or advisor of the Partnership or any of its Affiliates (individually, a "*Covered Person*" and collectively, the "*Covered Persons*") shall be liable to the Partnership or any other Partner for any act or omission (in relation to the Partnership, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person (other than any act or omission constituting Cause), unless there is a final and non-appealable judicial determination and/or determination of an arbitrator that such Covered Person did not act in good faith and in what such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Partnership and within the authority granted to such Covered Person by this Agreement. Each Covered Person shall be entitled to rely in good faith on the advice of legal counsel to the Partnership, accountants and other experts or professional advisors, and no action taken by any Covered Person in reliance on such advice shall in any event subject such person to any liability to any Partner or the Partnership. To the extent that, at law or in equity, a Partner has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, to the fullest extent permitted by law, such Partner acting under this Agreement shall not be liable to the Partnership or to any such other Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of a Partner otherwise existing at law or in equity, are agreed by the Partners, to the fullest extent permitted by law, to modify to that extent such other duties and liabilities of such Partner. To the fullest extent permitted by law, the parties hereto agree that the General Partner shall be held to have acted in good faith for the purposes of this Agreement and its duties under the Partnership Act if it believes that it has acted honestly and in accordance with the specific terms of this Agreement.

(b) Indemnification. (i) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless (but only to the extent of the Partnership's assets (including, without limitation, the remaining capital commitments of the Partners)) each Covered Person from and against any and all claims, damages, losses, costs, expenses and liabilities (including, without limitation, amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim), joint and several, of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively, for purposes of this Section 3.5(b), "*Losses*"), arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Covered Person may be involved, or

threatened to be involved, as a party or otherwise, by reason of such Covered Person's management of the affairs of the Partnership or which relate to or arise out of or in connection with the Partnership, its property, its business or affairs (other than claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, arising out of any act or omission of such Covered Person constituting Cause); provided, that a Covered Person shall not be entitled to indemnification under this Section 3.5(b) with respect to any claim, issue or matter if there is a final and non-appealable judicial determination and/or determination of an arbitrator that such Covered Person did not act in good faith and in what such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Partnership and within the authority granted to such Covered Person by this Agreement; provided further, that if such Covered Person is a Partner or a Withdrawn Partner, such Covered Person shall bear its share of such Losses in accordance with such Covered Person's GP-Related Profit Sharing Percentage in the Partnership as of the time of the actions or omissions that gave rise to such Losses. To the fullest extent permitted by law, expenses (including legal fees) incurred by a Covered Person (including, without limitation, the General Partner) in defending any claim, demand, action, suit or proceeding may, with the approval of the General Partner, from time to time, be advanced by the Partnership prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Partnership of a written undertaking by or on behalf of the Covered Person to repay such amount to the extent that it shall be subsequently determined that the Covered Person is not entitled to be indemnified as authorized in this Section 3.5(b), and the Partnership and its Affiliates shall have a continuing right of offset against such Covered Person's interests/investments in the Partnership and such Affiliates and shall have the right to withhold amounts otherwise distributable to such Covered Person to satisfy such repayment obligation. If a Partner institutes litigation against a Covered Person which gives rise to an indemnity obligation hereunder, such Partner shall be responsible, up to the amount of such Partner's Interests and remaining capital commitments, for such Partner's *pro rata* share of the Partnership's expenses related to such indemnity obligation, as determined by the General Partner. The Partnership may purchase insurance, to the extent available at reasonable cost, to cover losses, claims, damages or liabilities covered by the foregoing indemnification provisions. Partners will not be personally obligated with respect to indemnification pursuant to this Section 3.5(b). The General Partner shall have the authority to enter into separate agreements with any Covered Person in order to give effect to the obligations to indemnify pursuant to this Section 3.5(b).

(ii) (A) Notwithstanding anything to the contrary herein, for greater certainty, it is understood and/or agreed that the Partnership's obligations hereunder are not intended to render the Partnership as a primary indemnitor for purposes of the indemnification, advancement of expenses and related provisions under applicable law governing BREDS V and/or a particular portfolio entity through which an Investment is indirectly held. It is further understood and/or agreed that a Covered Person shall first seek to be so indemnified and have such expenses advanced in the following order of priority: first, out of proceeds available in respect of applicable insurance policies maintained by the applicable portfolio entity and/or BREDS V; second, by the applicable portfolio entity through which such investment is indirectly held; and third, by BREDS V and fourth by Associates V (only to the extent the foregoing sources are exhausted).

(B) The Partnership's obligation, if any, to indemnify or advance expenses to any Covered Person shall be reduced by any amount that such Covered Person may collect as indemnification or advancement from BREDS V and/or the applicable portfolio entity (including by virtue of any applicable insurance policies maintained thereby), and to the extent the Partnership (or any Affiliate thereof) pays or causes to be paid any amounts that should have been paid by Associates V, BREDS V and/or the applicable portfolio entity (including by virtue of any applicable insurance policies maintained thereby), it is agreed among the Partners that the Partnership shall have a subrogation claim against Associates V, BREDS V and/or such portfolio entity in respect of such advancement or payments. The General Partner and the Partnership shall be specifically empowered to structure any such advancement or payment as a loan or other arrangement (except for a loan to an executive officer of Blackstone Inc. or any of its Affiliates, which shall not be permitted) as the General Partner may determine necessary or advisable to give effect to or otherwise implement the foregoing.

Section 3.6. Representations of Partners. (a) Each Limited Partner and Special Partner by execution of this Agreement (or by otherwise becoming bound by the terms and conditions hereof as provided herein or in the Partnership Act) represents and warrants to every other Partner and to the Partnership, except as may be waived by the General Partner, that such Partner is acquiring each of such Partner's Interests for such Partner's own account for investment and not with a view to resell or distribute the same or any part hereof, and that no other person has any interest in any such Interest or in the rights of such Partner hereunder; *provided*, that a Partner may choose to make transfers for estate and charitable planning purposes (pursuant to Section 6.3(a) and otherwise in accordance with the terms hereof). Each Limited Partner and Special Partner represents and warrants that such Partner understands that the Interests have not been registered under the Securities Act and therefore such Interests may not be resold without registration under the Securities Act or exemption from such registration, and that accordingly such Partner must bear the economic risk of an investment in the Partnership for an indefinite period of time. Each Limited Partner and Special Partner represents that such Partner has such knowledge and experience in financial and business matters, that such Partner is capable of evaluating the merits and risks of an investment in the Partnership, and that such Partner is able to bear the economic risk of such investment. Each Limited Partner and Special Partner represents that such Partner's overall commitment to the Partnership and other investments which are not readily marketable is not disproportionate to the Partner's net worth and the Partner has no need for liquidity in the Partner's investment in Interests. Each Limited Partner and Special Partner represents that to the full satisfaction of the Partner, the Partner has been furnished any materials that such Partner has requested relating to the Partnership, any Investment and the offering of Interests and has been afforded the opportunity to ask questions of representatives of the Partnership concerning the terms and conditions of the offering of Interests and any matters pertaining to each Investment and to obtain any other additional information relating thereto. Each Limited Partner and Special Partner represents that the Partner has consulted to the extent deemed appropriate by the Partner with the Partner's own advisers as to the financial, tax, legal and related matters concerning an investment in Interests and on that basis believes that an investment in the Interests is suitable and appropriate for the Partner.

(b) Each Limited Partner and Special Partner agrees that the representations and warranties contained in paragraph (a) above shall be true and correct as of any date that such Partner (1) makes a capital contribution to the Partnership (whether as a result of Firm Advances

made to such Partner or otherwise) with respect to any Investment, and such Partner hereby agrees that such capital contribution shall serve as confirmation thereof and/or (2) repays any portion of the principal amount of a Firm Advance, and such Partner hereby agrees that such repayment shall serve as confirmation thereof.

Section 3.7. Tax Representation and Further Assurances.

(a) Each Limited Partner and Special Partner, upon the request of the General Partner, agrees to perform all further acts and to execute, acknowledge and deliver any documents that may be reasonably necessary to comply with the General Partner's or the Partnership's obligations under applicable law or to carry out the provisions of this Agreement.

(b) Each Limited Partner and Special Partner certifies that (A) if the Limited Partner or Special Partner is a United States person (as defined in the Code) (x) (i) the Limited Partner or Special Partner's name, social security number (or, if applicable, employer identification number) and address provided to the Partnership and its Affiliates pursuant to an IRS Form W-9, Request for Taxpayer Identification Number Certification ("*W-9*") or otherwise are correct and (ii) the Limited Partner or Special Partner will complete and return a W-9 and (y) (i) the Limited Partner or Special Partner is a United States person (as defined in the Code) and (ii) the Limited Partner or Special Partner will notify the Partnership within 60 days of a change to foreign (non-United States) status or (B) if the Limited Partner or Special Partner is not a United States person (as defined in the Code) (x) (i) the information on the completed IRS Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals) ("*W-8BEN*"), IRS Form W-8BEN-E, Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) ("*W-8BEN-E*"), or other applicable form, including but not limited to IRS Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting ("*W-8IMY*"), or otherwise is correct and (ii) the Limited Partner or Special Partner will complete and return the applicable IRS form, including but not limited to a W-8BEN, W-8BEN-E or W-8IMY, and (y) (i) the Limited Partner or Special Partner is not a United States person (as defined in the Code) and (ii) the Limited Partner or Special Partner will notify the Partnership within 60 days of any change of such status. Each Limited Partner and Special Partner agrees to provide such cooperation and assistance, including but not limited to properly executing and providing to the Partnership in a timely manner any tax or other documentation or information that may be reasonably requested by the Partnership or the General Partner.

(c) Each Limited Partner and Special Partner acknowledges and agrees that the Partnership and the General Partner may release confidential information or other information about the Limited Partner or Special Partner or related to such Limited Partner or Special Partner's investment in the Partnership if the Partnership or the General Partner, in its or their sole discretion, determines that such disclosure is required by applicable law or regulation or in order to comply for an exception from, or reduced tax rate of, tax or other tax benefit. Any such disclosure shall not be treated as a breach of any restriction upon the disclosure of information imposed on any such person by law or otherwise, and a Limited Partner or Special Partner shall have no claim against the Partnership, the General Partner or any of their Affiliates for any form of damages or liability as a result of actions taken by the foregoing in order to comply with any disclosure obligations that the foregoing reasonably believe are required by law, regulation or otherwise.

(d) Each Limited Partner and Special Partner acknowledges and agrees that if it provides information that is in anyway materially misleading, or if it fails to provide the Partnership or its agents with any information requested hereunder, in either case in order to satisfy the Partnership's obligations, the General Partner reserves the right to take any action and pursue any remedies at its disposal, including (i) requiring such Limited Partner or Special Partner to Withdraw for Cause and (ii) withholding or deducting any costs caused by such Limited Partner's or Special Partner's action or inaction from amounts otherwise distributable to such Limited Partner or Special Partner from the Partnership and its Affiliates.

ARTICLE IV

CAPITAL OF THE PARTNERSHIP

Section 4.1. Capital Contributions by Partners. (a) Each Partner shall be required to make capital contributions to the Partnership ("*GP-Related Capital Contributions*") at such times and in such amounts (the "*GP-Related Required Amounts*") as are required to satisfy the Partnership's obligation to make capital contributions to Associates V in respect of the GP-Related Associates V Interest to fund Associates V's capital contributions with respect to any GP-Related BREDS V Investment and as are otherwise determined by the General Partner from time to time or as may be set forth in such Limited Partner's Commitment Agreement or SMD Agreement, if any, or otherwise; provided, that additional GP-Related Capital Contributions in excess of the GP-Related Required Amounts may be made *pro rata* among the Partners based upon each Partner's Carried Interest Sharing Percentage. GP-Related Capital Contributions in excess of the GP-Related Required Amounts which are to be used for ongoing business operations (as distinct from financing, legal or other specific liabilities of the Partnership (including those specifically set forth in Section 4.1(d) and Section 5.8(d))) shall be determined by the General Partner. Special Partners shall not be required to make additional GP-Related Capital Contributions to the Partnership in excess of the GP-Related Required Amounts, except (i) as a condition of an increase in such Special Partner's GP-Related Profit Sharing Percentage or (ii) as specifically set forth in this Agreement; provided, that the General Partner and any Special Partner may agree from time to time that such Special Partner shall make an additional GP-Related Capital Contribution to the Partnership; provided further, that each Investor Special Partner shall maintain its GP-Related Capital Accounts at an aggregate level equal to the product of (i) its GP-Related Profit Sharing Percentage from time to time and (ii) the total capital of the Partnership related to the GP-Related BREDS V Interest.

(b) Each GP-Related Capital Contribution by a Partner shall be credited to the appropriate GP-Related Capital Account of such Partner in accordance with Section 5.2, subject to Section 5.10.

(c) The General Partner may elect on a case by case basis to (i) cause the Partnership to loan any Partner (including any additional Partner admitted to the Partnership pursuant to Section 6.1 but excluding any Partners who are also executive officers of Blackstone Inc. or any Affiliate thereof) the amount of any GP-Related Capital Contribution required to be

made by such Partner or (ii) permit any Partner (including any additional Partner admitted to the Partnership pursuant to Section 6.1 but excluding any Partners who are also executive officers of Blackstone Inc. or any Affiliate thereof) to make a required GP-Related Capital Contribution to the Partnership in installments, in each case on terms determined by the General Partner.

(d) (i) The Partners and the Withdrawn Partners have entered into the Trust Agreement, pursuant to which certain amounts of the distributions relating to Carried Interest will be paid to the Trustee(s) for deposit in the Trust Account (such amounts to be paid to the Trustee(s) for deposit in the Trust Account constituting a “*Holdback*”). The General Partner shall determine, as set forth below, the percentage of each distribution of Carried Interest that shall be withheld for any General Partner and/or Holdings and each Partner Category (such withheld percentage constituting the General Partner’s and such Partner Category’s “*Holdback Percentage*”). The applicable Holdback Percentages initially shall be 0% for any General Partner, 15% for Existing Partners (other than the General Partner), 21% for Retaining Withdrawn Partners (other than the General Partner) and 24% for Deceased Partners (the “*Initial Holdback Percentages*”). Any provision of this Agreement to the contrary notwithstanding, the Holdback Percentage for the General Partner and/or Holdings shall not be subject to change pursuant to clause (ii), (iii) or (iv) of this Section 4.1(d).

(ii) The Holdback Percentage may not be reduced for any individual Partner as compared to the other Partners in his or her Partner Category (except as provided in clause (iv) below). The General Partner may only reduce the Holdback Percentages among the Partner Categories on a proportionate basis. For example, if the Holdback Percentage for Existing Partners is decreased to 12.5%, the Holdback Percentage for Retaining Withdrawn Partners and Deceased Partners shall be reduced to 17.5% and 20%, respectively. Any reduction in the Holdback Percentage for any Partner shall apply only to distributions relating to Carried Interest made after the date of such reduction.

(iii) The Holdback Percentage may not be increased for any individual Partner as compared to the other Partners in his or her Partner Category (except as provided in clause (iv) below). The General Partner may not increase the Retaining Withdrawn Partners’ Holdback Percentage beyond 21% unless the General Partner concurrently increases the Existing Partners’ Holdback Percentage to 21%. The General Partner may not increase the Deceased Partners’ Holdback Percentage beyond 24% unless the General Partner increases the Holdback Percentage for both Existing Partners and Retaining Withdrawn Partners to 24%. The General Partner may not increase the Holdback Percentage of any Partner Category beyond 24% unless such increase applies equally to all Partner Categories. Any increase in the Holdback Percentage for any Partner shall apply only to distributions relating to Carried Interest made after the date of such increase. The foregoing shall in no way prevent the General Partner from proportionately increasing the Holdback Percentage of any Partner Category (following a reduction of the Holdback Percentages below the Initial Holdback Percentages), if the resulting Holdback Percentages are consistent with the above. For example, if the General Partner reduces the Holdback Percentages for Existing Partners, Retaining Withdrawn Partners and Deceased Partners to 12.5%, 17.5% and 20%, respectively, the General Partner shall have the right to subsequently increase the Holdback Percentages to the Initial Holdback Percentages.

(iv) (A) Notwithstanding anything contained herein to the contrary, the General Partner may increase or decrease the Holdback Percentage for any Partner in any Partner Category (in such capacity, the “*Subject Partner*”) pursuant to a majority vote of the Limited Partners (a “*Holdback Vote*”); provided, that, notwithstanding anything to the contrary contained herein, the Holdback Percentage applicable to any General Partner shall not be increased or decreased without its prior written consent; provided further, that a Subject Partner’s Holdback Percentage shall not be (I) increased prior to such time as such Subject Partner (x) is notified by the Partnership of the decision to increase such Subject Partner’s Holdback Percentage and (y) has, if requested by such Subject Partner, been given 30 days to gather and provide information to the Partnership for consideration before a second Holdback Vote (requested by the Subject Partner) or (II) decreased unless such decrease occurs subsequent to an increase in a Subject Partner’s Holdback Percentage pursuant to a Holdback Vote under this clause (iv); provided further, that such decrease shall not exceed an amount such that such Subject Partner’s Holdback Percentage is less than the prevailing Holdback Percentage for the Partner Category of such Subject Partner; provided further, that a Partner shall not vote to increase a Subject Partner’s Holdback Percentage unless such voting Partner determines, in such Partner’s good faith judgment, that the facts and circumstances indicate that it is reasonably likely that such Subject Partner, or any of such Subject Partner’s successors or assigns (including such Subject Partner’s estate or heirs) who at the time of such vote holds the GP-Related Partner Interest or otherwise has the right to receive distributions relating thereto, will not be capable of satisfying any GP-Related Recontribution Amounts that may become due.

(B) A Holdback Vote shall take place at a Partnership meeting. Each of the Limited Partners shall be entitled to cast one vote with respect to the Holdback Vote regardless of such Limited Partner’s interest in the Partnership. Such vote may be cast by any such Partner in person or by proxy.

(C) If the result of the second Holdback Vote is an increase in a Subject Partner’s Holdback Percentage, such Subject Partner may submit the decision to an arbitrator, the identity of which is mutually agreed upon by both the Subject Partner and the Partnership; provided, that if the Partnership and the Subject Partner cannot agree upon a mutually satisfactory arbitrator within 10 days of the second Holdback Vote, each of the Partnership and the Subject Partner shall request its candidate for arbitrator to select a third arbitrator satisfactory to such candidates; provided further, that if such candidates fail to agree upon a mutually satisfactory arbitrator within 30 days of such request, the then sitting President of the American Arbitration Association shall unilaterally select the arbitrator. Each Subject Partner that submits the decision of the Partnership pursuant to the second Holdback Vote to arbitration and the Partnership shall estimate their reasonably projected out-of-pocket expenses relating thereto, and each such party shall, to the satisfaction of the arbitrator and prior to any determination being made by the arbitrator, pay the total of such estimated expenses (*i.e.*, both the Subject Partner’s and the Partnership’s expenses) into an

escrow account. The arbitrator shall direct the escrow agent to pay out of such escrow account all expenses associated with such arbitration (including costs leading thereto) and to return to the “victorious” party the entire amount of funds such party paid into such escrow account. If the amount contributed to the escrow account by the losing party is insufficient to cover the expenses of such arbitration, such “losing” party shall then provide any additional funds necessary to cover such costs to such “victorious” party. For purposes hereof, the “victorious” party shall be the Partnership if the Holdback Percentage ultimately determined by the arbitrator is closer to the percentage determined in the second Holdback Vote than it is to the prevailing Holdback Percentage for the Subject Partner’s Partner Category; otherwise, the Subject Partner shall be the “victorious” party. The party that is not the “victorious” party shall be the “losing” party.

(D) In the event of a decrease in a Subject Partner’s Holdback Percentage (1) pursuant to a Holdback Vote under this clause (iv) or (2) pursuant to a decision of an arbitrator under paragraph (C) of this clause (iv), the Partnership shall release and distribute to such Subject Partner any Trust Amounts (and the Trust Income thereon (except as expressly provided herein with respect to using Trust Income as Firm Collateral)) which exceed the required Holdback of such Subject Partner (in accordance with such Subject Partner’s reduced Holdback Percentage) as though such reduced Holdback Percentage had applied since the increase of the Subject Partner’s Holdback Percentage pursuant to a previous Holdback Vote under this clause (iv).

(v) (A) If a Partner’s Holdback Percentage exceeds 15% (such percentage in excess of 15% constituting the “*Excess Holdback Percentage*”), such Partner may satisfy the portion of his or her Holdback obligation in respect of his or her Excess Holdback Percentage (such portion constituting such Partner’s “*Excess Holdback*”), and such Partner (or a Withdrawn Partner with respect to amounts contributed to the Trust Account while he or she was a Partner), to the extent his or her Excess Holdback obligation has previously been satisfied in cash, may obtain the release of the Trust Amounts (but not the Trust Income thereon which shall remain in the Trust Account and allocated to such Partner or Withdrawn Partner) satisfying such Partner’s or Withdrawn Partner’s Excess Holdback obligation, by pledging, granting a security interest or otherwise making available to the General Partner, on a first priority basis (except as provided below), all or any portion of his or her Firm Collateral in satisfaction of his or her Excess Holdback obligation. Any Partner seeking to satisfy all or any portion of the Excess Holdback utilizing Firm Collateral shall sign such documents and otherwise take such other action as is necessary or appropriate (in the good faith judgment of the General Partner) to perfect a first priority security interest in, and otherwise assure the ability of the Partnership to realize on (if required), such Firm Collateral; provided, that, in the case of entities listed in the Partnership’s books and records in which Partners are permitted to pledge or grant a security interest over their interests therein to finance all or a portion of their capital contributions thereto (“*Pledgable Blackstone Interests*”), to the extent a first priority security interest is unavailable because of an existing lien on such Firm Collateral, the Partner or Withdrawn Partner seeking to utilize such Firm Collateral shall grant the

General Partner a second priority security interest therein in the manner provided above; provided further, that (x) in the case of Pledgable Blackstone Interests, to the extent that neither a first priority nor a second priority security interest is available, or (y) if the General Partner otherwise determines in its good faith judgment that a security interest in Firm Collateral (and the corresponding documents and actions) are not necessary or appropriate, the Partner or Withdrawn Partner shall (in the case of either clause (x) or (y) above) irrevocably instruct in writing the relevant partnership, limited liability company or other entity listed in the Partnership's books and records to remit any and all net proceeds resulting from a Firm Collateral Realization on such Firm Collateral to the Trustee(s) as more fully provided in clause (B) below. The Partnership shall, at the request of any Partner or Withdrawn Partner, assist such Partner or Withdrawn Partner in taking such action as is necessary to enable such Partner or Withdrawn Partner to use Firm Collateral as provided hereunder.

(B) If upon a sale or other realization of all or any portion of any Firm Collateral (a "*Firm Collateral Realization*"), the remaining Firm Collateral is insufficient to cover any Partner's or Withdrawn Partner's Excess Holdback requirement, then up to 100% of the net proceeds otherwise distributable to such Partner or Withdrawn Partner from such Firm Collateral Realization (including distributions subject to the repayment of financing sources as in the case of Pledgable Blackstone Interests) shall be paid into the Trust Account to fully satisfy such Excess Holdback requirement (allocated to such Partner or Withdrawn Partner) and shall be deemed to be Trust Amounts for purposes hereunder. Any net proceeds from such Firm Collateral Realization in excess of the amount necessary to satisfy such Excess Holdback requirement shall be distributed to such Partner or Withdrawn Partner.

(C) Upon any valuation or revaluation of Firm Collateral that results in a decreased valuation of such Firm Collateral so that such Firm Collateral is insufficient to cover any Partner's or Withdrawn Partner's Excess Holdback requirement (including upon a Firm Collateral Realization, if net proceeds therefrom and the remaining Firm Collateral are insufficient to cover any Partner's or Withdrawn Partner's Excess Holdback requirement), the Partnership shall provide notice of the foregoing to such Partner or Withdrawn Partner and such Partner or Withdrawn Partner shall, within 30 days of receiving such notice, contribute cash (or additional Firm Collateral) to the Trust Account in an amount necessary to satisfy his or her Excess Holdback requirement. If any such Partner or Withdrawn Partner defaults upon his or her obligations under this clause (C), then Section 5.8(d)(ii) shall apply thereto; provided, that clause (A) of Section 5.8(d)(ii) shall be deemed inapplicable to a default under this clause (C); provided further, that for purposes of applying Section 5.8(d)(ii) to a default under this clause (C): (I) the term "GP-Related Defaulting Party" where such term appears in such Section 5.8(d)(ii) shall be construed as "defaulting party" for purposes hereof and (II) the terms "Net GP-Related Recontribution Amount" and "GP-Related Recontribution Amount" where such terms appear in such Section 5.8(d)(ii) shall be construed as the amount due pursuant to this clause (C).

(vi) Any Partner or Withdrawn Partner may (A) obtain the release of any Trust Amounts (but not the Trust Income thereon which shall remain in the Trust Account and allocated to such Partner or Withdrawn Partner) or Firm Collateral, in each case, held in the Trust Account for the benefit of such Partner or Withdrawn Partner or (B) require the Partnership to distribute all or any portion of amounts otherwise required to be placed in the Trust Account (whether cash or Firm Collateral), by obtaining a letter of credit (an “L/C”) for the benefit of the Trustee(s) in such amounts. Any Partner or Withdrawn Partner choosing to furnish an L/C to the Trustee(s) (in such capacity, an “L/C Partner”) shall deliver to the Trustee(s) an unconditional and irrevocable L/C from a commercial bank whose (x) short-term deposits are rated at least A-1 by S&P or P-1 by Moody’s (if the L/C is for a term of 1 year or less), or (y) long-term deposits are rated at least A+ by S&P or A1 by Moody’s (if the L/C is for a term of 1 year or more) (each a “Required Rating”). If the relevant rating of the commercial bank issuing such L/C drops below the relevant Required Rating, the L/C Partner shall supply to the Trustee(s), within 30 days of such occurrence, a new L/C from a commercial bank whose relevant rating is at least equal to the relevant Required Rating, in lieu of the insufficient L/C. In addition, if the L/C has a term expiring on a date earlier than the latest possible termination date of BREDS V, the Trustee(s) shall be permitted to drawdown on such L/C if the L/C Partner fails to provide a new L/C from a commercial bank whose relevant rating is at least equal to the relevant Required Rating, at least 30 days prior to the stated expiration date of such existing L/C. The Trustee(s) shall notify an L/C Partner 10 days prior to drawing on any L/C. The Trustee(s) may (as directed by the Partnership in the case of clause (I) below) draw down on an L/C only if (I) such a drawdown is necessary to satisfy an L/C Partner’s obligation relating to the Partnership’s obligations under the Clawback Provisions or (II) an L/C Partner has not provided a new L/C from a commercial bank whose relevant rating is at least equal to the relevant Required Rating (or the requisite amount of cash and/or Firm Collateral (to the extent permitted hereunder)), at least 30 days prior to the stated expiration of an existing L/C in accordance with this clause (vi). The Trustee(s), as directed by the Partnership, shall return to any L/C Partner his or her L/C upon (1) the termination of the Trust Account and satisfaction of the Partnership’s obligations, if any, in respect of the Clawback Provisions, (2) an L/C Partner satisfying his or her entire Holdback obligation in cash and Firm Collateral (to the extent permitted hereunder), or (3) the release, by the Trustee(s), as directed by the Partnership, of all amounts in the Trust Account to the Partners or Withdrawn Partners. If an L/C Partner satisfies a portion of his or her Holdback obligation in cash and/or Firm Collateral (to the extent permitted hereunder) or if the Trustee(s), as directed by the Partnership, release a portion of the amounts in the Trust Account to the Partners or Withdrawn Partners in the Partner Category of such L/C Partner, the L/C of an L/C Partner may be reduced by an amount corresponding to such portion satisfied in cash and/or Firm Collateral (to the extent permitted hereunder) or such portion released by the Trustee(s), as directed by the Partnership; provided, that in no way shall the general release of any Trust Income cause an L/C Partner to be permitted to reduce the amount of an L/C by any amount.

(vii) (A) Any in-kind distributions by the Partnership relating to Carried Interest shall be made in accordance herewith as though such distributions consisted of cash. The Partnership may direct the Trustee(s) to dispose of any in-kind distributions held in the Trust Account at any time. The net proceeds therefrom shall be treated as though initially contributed to the Trust Account.

(B) In lieu of the foregoing, any Existing Partner may pledge or grant a security interest with respect to any in-kind distribution the Special Firm Collateral referred to in the applicable category in the Partnership's books and records; provided, that the initial contribution of such Special Firm Collateral shall initially equal 130% of the required Holdback for a period of 90 days, and thereafter shall equal at least 115% of the required Holdback. Sections 4.1(d)(viii)(C) and (D) shall apply to such Special Firm Collateral. To the extent such Special Firm Collateral exceeds the applicable minimum percentage of the required Holdback specified in the first sentence of this clause (vii)(B), the related Partner may obtain a release of such excess amount from the Trust Account.

(viii) (A) Any Limited Partner or Withdrawn Partner may satisfy all or any portion of his or her Holdback (excluding any Excess Holdback), and such Partner or a Withdrawn Partner may, to the extent his or her Holdback (excluding any Excess Holdback) has been previously satisfied in cash or by the use of an L/C as provided herein, obtain a release of Trust Amounts (but not the Trust Income thereon which shall remain in the Trust Account and allocated to such Partner or Withdrawn Partner) that satisfy such Partner's or Withdrawn Partner's Holdback (excluding any Excess Holdback) by pledging or granting a security interest to the Trustee(s) on a first priority basis all of his or her Special Firm Collateral in a particular Qualifying Fund, which at all times must equal or exceed the amount of the Holdback distributed to the Partner or Withdrawn Partner (as more fully set forth below). Any Partner seeking to satisfy such Partner's Holdback utilizing Special Firm Collateral shall sign such documents and otherwise take such other action as is necessary or appropriate (in the good faith judgment of the General Partner) to perfect a first priority security interest in, and otherwise assure the ability of the Trustee(s) to realize on (if required), such Special Firm Collateral.

(B) If upon a distribution, withdrawal, sale, liquidation or other realization of all or any portion of any Special Firm Collateral (a "*Special Firm Collateral Realization*"), the remaining Special Firm Collateral (which shall not include the amount of Firm Collateral that consists of a Qualifying Fund and is being used in connection with an Excess Holdback) is insufficient to cover any Partner's or Withdrawn Partner's Holdback (when taken together with other means of satisfying the Holdback as provided herein (*i.e.*, cash contributed to the Trust Account or an L/C in the Trust Account)), then up to 100% of the net proceeds otherwise distributable to such Partner or Withdrawn Partner from such Special Firm Collateral Realization (which shall not include the amount of Firm Collateral that consists of a Qualifying Fund or other asset and is being used in connection with an Excess Holdback) shall be paid into the Trust (and allocated to such Partner or Withdrawn Partner) to fully satisfy such Holdback and shall be deemed thereafter to be Trust Amounts for purposes hereunder. Any net proceeds from such Special Firm Collateral Realization in excess of the amount necessary to satisfy such Holdback (excluding any Excess Holdback) shall be distributed to such Partner or Withdrawn Partner. To the extent a Qualifying Fund distributes Securities to a Partner or Withdrawn Partner in connection with a Special Firm Collateral Realization, such Partner or Withdrawn Partner shall be required to promptly fund such Partner's or Withdrawn Partner's deficiency with respect to his or her Holdback in cash or an L/C.

(C) Upon any valuation or revaluation of the Special Firm Collateral and/or any adjustment in the Applicable Collateral Percentage applicable to a Qualifying Fund (as provided in the Partnership's books and records), if such Partner's or Withdrawn Partner's Special Firm Collateral is valued at less than such Partner's Holdback (excluding any Excess Holdback) as provided in the Partnership's books and records, taking into account other permitted means of satisfying the Holdback hereunder, the Partnership shall provide notice of the foregoing to such Partner or Withdrawn Partner and, within 10 Business Days of receiving such notice, such Partner or Withdrawn Partner shall contribute cash or additional Special Firm Collateral to the Trust Account in an amount necessary to make up such deficiency. If any such Partner or Withdrawn Partner defaults upon his or her obligations under this clause (C), then Section 5.8(d)(ii) shall apply thereto; provided, that the first sentence of Section 5.8(d)(ii)(A) shall be deemed inapplicable to such default; provided further, that for purposes of applying Section 5.8(d)(ii) to a default under this clause (C): (I) the term "GP-Related Defaulting Party" where such term appears in such Section 5.8(d)(ii) shall be construed as "defaulting party" for purposes hereof and (II) the terms "Net GP-Related Recontribution Amount" and "GP-Related Recontribution Amount" where such terms appear in such Section 5.8(d)(ii) shall be construed as the amount due pursuant to this clause (C).

(D) Upon a Partner becoming a Withdrawn Partner, at any time thereafter the General Partner may revoke the ability of such Withdrawn Partner to use Special Firm Collateral as set forth in this Section 4.1(d)(viii), notwithstanding anything else in this Section 4.1(d)(viii). In that case the provisions of clause (C) above shall apply to the Withdrawn Partner's obligation to satisfy the Holdback (except that 30 days' notice of such revocation shall be given), given that the Special Firm Collateral is no longer available to satisfy any portion of the Holdback (excluding any Excess Holdback).

(E) Nothing in this Section 4.1(d)(viii) shall prevent any Partner or Withdrawn Partner from using any amount of such Partner's interest in a Qualifying Fund as Firm Collateral; provided, that at all times Section 4.1(d)(v) and this Section 4.1(d)(viii) are each satisfied.

Section 4.2. Interest. Interest on the balances of the Partners' capital related to the Partners' GP-Related Partner Interests (excluding capital invested in GP-Related Investments and, if deemed appropriate by the General Partner, capital invested in any other investment of the Partnership) shall be credited to the Partners' GP-Related Capital Accounts at the end of each accounting period pursuant to Section 5.2, or at any other time as determined by the General Partner, at rates determined by the General Partner from time to time, and shall be charged as an expense of the Partnership.

Section 4.3. Withdrawals of Capital. No Partner may withdraw capital related to such Partner's GP-Related Partner Interests from the Partnership except (i) for distributions of cash or other property pursuant to Section 5.8, (ii) as otherwise expressly provided in this Agreement or (iii) as determined by the General Partner.

ARTICLE V

PARTICIPATION IN PROFITS AND LOSSES

Section 5.1. General Accounting Matters. (a) GP-Related Net Income (Loss) shall be determined by the General Partner at the end of each accounting period and shall be allocated as described in Section 5.4.

(b) "GP-Related Net Income (Loss)" means:

(i) from any activity of the Partnership related to the GP-Related BREDS V Interest for any accounting period (other than GP-Related Net Income (Loss) from GP-Related Investments described below), (x) the gross income realized by the Partnership from such activity during such accounting period less (y) all expenses of the Partnership, and all other items that are deductible from gross income, for such accounting period that are allocable to such activity (determined as provided below);

(ii) from any GP-Related Investment for any accounting period in which such GP-Related Investment has not been sold or otherwise disposed of, (x) the gross amount of dividends, interest or other income received by the Partnership from such GP-Related Investment during such accounting period less (y) all expenses of the Partnership for such accounting period that are allocable to such GP-Related Investment (determined as provided below); and

(iii) from any GP-Related Investment for the accounting period in which such GP-Related Investment is sold or otherwise disposed of, (x) the sum of the gross proceeds from the sale or other disposition of such GP-Related Investment and the gross amount of dividends, interest or other income received by the Partnership from such GP-Related Investment during such accounting period less (y) the sum of the cost or other basis to the Partnership of such GP-Related Investment and all expenses of the Partnership for such accounting period that are allocable to such GP-Related Investment.

(c) GP-Related Net Income (Loss) shall be determined in accordance with the accounting method used by the Partnership for U.S. federal income tax purposes with the following adjustments: (i) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing GP-Related Net Income (Loss) shall be added to such taxable income or loss; (ii) if any asset has a value in the books of the Partnership that differs from its adjusted tax basis for U.S. federal income tax purposes, any depreciation, amortization or gain resulting from a disposition of such asset shall be calculated with reference to such value; (iii) upon an adjustment to the value of any asset in the books of the Partnership pursuant to Treasury Regulations Section 1.704-1(b)(2), the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; (iv) any

expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing GP-Related Net Income (Loss) pursuant to this definition shall be treated as deductible items; (v) any income from a GP-Related Investment that is payable to Partnership employees in respect of “phantom interests” in such GP-Related Investment awarded by the General Partner to employees shall be included as an expense in the calculation of GP-Related Net Income (Loss) from such GP-Related Investment, and (vi) items of income and expense (including interest income and overhead and other indirect expenses) of the Partnership, Holdings and other Affiliates of the Partnership shall be allocated among the Partnership, Holdings and such Affiliates, among various Partnership activities and GP-Related Investments and between accounting periods, in each case as determined by the General Partner. Any adjustments to GP-Related Net Income (Loss) by the General Partner, including adjustments for items of income accrued but not yet received, unrealized gains, items of expense accrued but not yet paid, unrealized losses, reserves (including reserves for taxes, bad debts, actual or threatened litigation, or any other expenses, contingencies or obligations) and other appropriate items shall be made in accordance with GAAP; provided, that the General Partner shall not be required to make any such adjustment.

(d) An accounting period shall be a Fiscal Year, except that, at the option of the General Partner, an accounting period will terminate and a new accounting period will begin on the admission date of an additional Partner or the Settlement Date of a Withdrawn Partner, if any such date is not the first day of a Fiscal Year. If any event referred to in the preceding sentence occurs and the General Partner does not elect to terminate an accounting period and begin a new accounting period, then the General Partner may make such adjustments as it deems appropriate to the Partners’ GP-Related Profit Sharing Percentages for the accounting period in which such event occurs (prior to any allocations of GP-Related Unallocated Percentages or adjustments to GP-Related Profit Sharing Percentages pursuant to Section 5.3) to reflect the Partners’ average GP-Related Profit Sharing Percentages during such accounting period; provided, that the GP-Related Profit Sharing Percentages of Partners in GP-Related Net Income (Loss) from GP-Related Investments acquired during such accounting period will be based on GP-Related Profit Sharing Percentages in effect when each such GP-Related Investment was acquired.

(e) In establishing GP-Related Profit Sharing Percentages and allocating GP-Related Unallocated Percentages pursuant to Section 5.3, the General Partner may consider such factors as it deems appropriate.

(f) All determinations, valuations and other matters of judgment required to be made for accounting purposes under this Agreement shall be made by the General Partner and approved by the Partnership’s independent accountants. Such approved determinations, valuations and other accounting matters shall be conclusive and binding on all Partners, all Withdrawn Partners, their successors, heirs, estates or legal representatives and any other person, and to the fullest extent permitted by law no such person shall have the right to an accounting or an appraisal of the assets of the Partnership or any successor thereto.

Section 5.2. GP-Related Capital Accounts.

(a) There shall be established for each Partner in the books of the Partnership, to the extent and at such times as may be appropriate, one or more capital accounts as the General Partner may deem to be appropriate for purposes of accounting for such Partner's interests in the capital of the Partnership related to the GP-Related BREDS V Interest and the GP-Related Net Income (Loss) of the Partnership (each a "*GP-Related Capital Account*").

(b) As of the end of each accounting period or, in the case of a contribution to the Partnership by one or more of the Partners with respect to such Partner or Partners' GP-Related Partner Interests or a distribution by the Partnership to one or more of the Partners with respect to such Partner or Partners' GP-Related Partner Interests, at the time of such contribution or distribution, (i) the appropriate GP-Related Capital Accounts of each Partner shall be credited with the following amounts: (A) the amount of cash and the value of any property contributed by such Partner to the capital of the Partnership related to such Partner's GP-Related Partner Interest during such accounting period, (B) the GP-Related Net Income allocated to such Partner for such accounting period and (C) the interest credited on the balance of such Partner's capital related to such Partner's GP-Related Partner Interest for such accounting period pursuant to Section 4.2; and (ii) the appropriate GP-Related Capital Accounts of each Partner shall be debited with the following amounts: (x) the amount of cash, the principal amount of any subordinated promissory note of the Partnership referred to in Section 6.5 (as such amount is paid) and the value of any property distributed to such Partner during such accounting period with respect to such Partner's GP-Related Partner Interest and (y) the GP-Related Net Loss allocated to such Partner for such accounting period.

Section 5.3. GP-Related Profit Sharing Percentages.

(a) Prior to the beginning of each annual accounting period, the General Partner shall establish the profit sharing percentage (the "*GP-Related Profit Sharing Percentage*") of each Partner in each category of GP-Related Net Income (Loss) for such annual accounting period pursuant to Section 5.1(a) taking into account such factors as the General Partner deems appropriate; provided, that (i) the General Partner may elect to establish GP-Related Profit Sharing Percentages in GP-Related Net Income (Loss) from any GP-Related Investment acquired by the Partnership during such accounting period at the time such GP-Related Investment is acquired in accordance with paragraph (c) below and (ii) GP-Related Net Income (Loss) for such accounting period from any GP-Related Investment shall be allocated in accordance with the GP-Related Profit Sharing Percentages in such GP-Related Investment established in accordance with paragraph (c) below. The General Partner may establish different GP-Related Profit Sharing Percentages for any Partner in different categories of GP-Related Net Income (Loss). In the case of the Withdrawal of a Partner, such former Partner's GP-Related Profit Sharing Percentages shall be allocated by the General Partner to one or more of the remaining Partners as the General Partner shall determine. In the case of the admission of any Partner to the Partnership as an additional Partner, the GP-Related Profit Sharing Percentages of the other Partners shall be reduced by an amount equal to the GP-Related Profit Sharing Percentage allocated to such new Partner pursuant to Section 6.1(b); such reduction of each other Partner's GP-Related Profit Sharing Percentage shall be *pro rata* based upon such Partner's GP-Related Profit Sharing Percentage as in effect immediately prior to the admission of the new Partner. Notwithstanding the foregoing, the General Partner may also adjust the GP-Related Profit Sharing Percentage of any Partner for any annual accounting period at the end of such annual accounting period in its sole discretion.

(b) The General Partner may elect to allocate to the Partners less than 100% of the GP-Related Profit Sharing Percentages of any category for any annual accounting period at the time specified in Section 5.3(a) for the annual fixing of GP-Related Profit Sharing Percentages (any remainder of such GP-Related Profit Sharing Percentages being called a “*GP-Related Unallocated Percentage*”); provided, that any GP-Related Unallocated Percentage in any category of GP-Related Net Income (Loss) for any annual accounting period that is not allocated by the General Partner within 90 days after the end of such accounting period shall be deemed to be allocated among all the Partners (including the General Partner) in the manner determined by the General Partner in its sole discretion.

(c) Unless otherwise determined by the General Partner in a particular case, (i) GP-Related Profit Sharing Percentages in GP-Related Net Income (Loss) from any GP-Related Investment shall be allocated in proportion to the Partners’ respective GP-Related Capital Contributions in respect of such GP-Related Investment and (ii) GP-Related Profit Sharing Percentages in GP-Related Net Income (Loss) from each GP-Related Investment shall be fixed at the time such GP-Related Investment is acquired and shall not thereafter change, subject to any repurchase rights established by the General Partner pursuant to Section 5.7.

Section 5.4. Allocations of GP-Related Net Income (Loss).

(a) Except as provided in Section 5.4(d), GP-Related Net Income of the Partnership for each GP-Related Investment shall be allocated to the GP-Related Capital Accounts related to such GP-Related Investment of all the Partners participating in such GP-Related Investment (including the General Partner): first, in proportion to and to the extent of the amount of Non-Carried Interest (other than amounts representing a return of GP-Related Capital Contributions) or Carried Interest distributed to the Partners; second, to Partners that received Non-Carried Interest (other than amounts representing a return of GP-Related Capital Contributions) or Carried Interest in years prior to the years such GP-Related Net Income is being allocated to the extent such Non-Carried Interest (other than amounts representing a return of GP-Related Capital Contributions) or Carried Interest exceeded GP-Related Net Income allocated to such Partners in such earlier years; and third, to the Partners in the same manner that such Non-Carried Interest (other than amounts representing a return of GP-Related Capital Contributions) or Carried Interest would have been distributed if cash were available to distribute with respect thereto.

(b) GP-Related Net Loss of the Partnership shall be allocated as follows: (i) GP-Related Net Loss relating to realized losses suffered by BREDS V and allocated to the Partnership with respect to its *pro rata* share thereof (based on capital contributions made by the Partnership to BREDS V with respect to the GP-Related BREDS V Interest) shall be allocated to the Partners in accordance with each Partner’s Non-Carried Interest Sharing Percentage with respect to the GP-Related Investment giving rise to such loss suffered by BREDS V and (ii) GP-Related Net Loss relating to realized losses suffered by BREDS V and allocated to the Partnership with respect to the Carried Interest shall be allocated in accordance with a Partner’s (including a Withdrawn Partner’s) Carried Interest Give Back Percentage (as of the date of such loss) (subject to adjustment pursuant to Section 5.8(e)).

(c) Notwithstanding Section 5.4(a) above, GP-Related Net Income relating to Carried Interest allocated after the allocation of a GP-Related Net Loss pursuant to clause (ii) of Section 5.4(b) shall be allocated in accordance with such Carried Interest Give Back Percentages until such time as the Partners have been allocated GP-Related Net Income relating to Carried Interest equal to the aggregate amount of GP-Related Net Loss previously allocated in accordance with clause (ii) of Section 5.4(b). Withdrawn Partners shall remain Partners for purposes of allocating such GP-Related Net Loss with respect to Carried Interest.

(d) To the extent the Partnership has any GP-Related Net Income (Loss) for any accounting period unrelated to BREDS V, such GP-Related Net Income (Loss) will be allocated in accordance with GP-Related Profit Sharing Percentages prevailing at the beginning of such accounting period.

(e) The General Partner may authorize from time to time advances to Partners (including any additional Partner admitted to the Partnership pursuant to Section 6.1 but excluding any Partners who are also executive officers of Blackstone Inc. or any Affiliate thereof) against their allocable shares of GP-Related Net Income (Loss).

(f) Notwithstanding the foregoing, the General Partner may make such allocations as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into account facts and circumstances as the General Partner deems reasonably necessary for this purpose.

Section 5.5. Liability of Partners. Except as otherwise provided in the Partnership Act or as expressly provided in this Agreement, no Partner shall be personally obligated for any debt, obligation or liability of the Partnership or of any other Partner solely by reason of being a Partner. In no event shall any Partner or Withdrawn Partner (i) be obligated to make any capital contribution or payment to or on behalf of the Partnership or (ii) have any liability to return distributions received by such Partner from the Partnership, in each case except as specifically provided in Section 4.1(d) or Section 5.8 or otherwise in this Agreement, as such Partner shall otherwise expressly agree in writing or as may be required by applicable law.

Section 5.6. [Intentionally omitted.]

Section 5.7. Repurchase Rights, etc. The General Partner may from time to time establish such repurchase rights and/or other requirements with respect to the Partners' GP-Related Partner Interests relating to GP-Related BREDS V Investments as the General Partner may determine. The General Partner shall have authority to (a) withhold any distribution otherwise payable to any Partner until any such repurchase rights have lapsed or any such requirements have been satisfied, (b) pay any distribution to any Partner that is Contingent as of the distribution date and require the refund of any portion of such distribution that is Contingent as of the Withdrawal Date of such Partner, (c) amend any previously established repurchase rights or other requirements from time to time and (d) make such exceptions thereto as it may determine on a case by case basis.

Section 5.8. Distributions.

(a) (i) The Partnership shall make distributions of available cash (subject to reserves and other adjustments as provided herein) or other property to Partners with respect to such Partners' GP-Related Partner Interests at such times and in such amounts as are determined by the General Partner. The General Partner shall, if it deems it appropriate, determine the availability for distribution of, and distribute, cash or other property separately for each category of GP-Related Net Income (Loss) established pursuant to Section 5.1(a). Distributions of cash or other property with respect to Non-Carried Interest shall be made among the Partners in accordance with their respective Non-Carried Interest Sharing Percentages, and, subject to Section 4.1(d) and Section 5.8(e), distributions of cash or other property with respect to Carried Interest shall be made among Partners in accordance with their respective Carried Interest Sharing Percentages.

(ii) At any time that a sale, exchange, transfer or other disposition by BREDS V of a portion of a GP-Related Investment is being considered by the Partnership (a "*GP-Related Disposable Investment*"), at the election of the General Partner each Partner's GP-Related Partner Interest with respect to such GP-Related Investment shall be vertically divided into two separate GP-Related Partner Interests, a GP-Related Partner Interest attributable to the GP-Related Disposable Investment (a Partner's "*GP-Related Class B Interest*"), and a GP-Related Partner Interest attributable to such GP-Related Investment excluding the GP-Related Disposable Investment (a Partner's "*GP-Related Class A Interest*"). Distributions (including those resulting from a sale, transfer, exchange or other disposition by BREDS V) relating to a GP-Related Disposable Investment (with respect to both Carried Interest and Non-Carried Interest) shall be made only to holders of GP-Related Class B Interests with respect to such GP-Related Investment in accordance with their GP-Related Profit Sharing Percentages relating to such GP-Related Class B Interests, and distributions (including those resulting from the sale, transfer, exchange or other disposition by BREDS V) relating to a GP-Related Investment excluding such GP-Related Disposable Investment (with respect to both Carried Interest and Non-Carried Interest) shall be made only to holders of GP-Related Class A Interests with respect to such GP-Related Investment in accordance with their respective GP-Related Profit Sharing Percentages relating to such GP-Related Class A Interests. Except as provided above, distributions of cash or other property with respect to each category of GP-Related Net Income (Loss) shall be allocated among the Partners in the same proportions as the allocations of GP-Related Net Income (Loss) of each such category.

(b) Subject to the Partnership's having sufficient available cash in the reasonable judgment of the General Partner, the Partnership shall make cash distributions to each Partner with respect to each Fiscal Year of the Partnership in an aggregate amount at least equal to the total U.S. federal, New York State and New York City income and other taxes that would be payable by such Partner with respect to all categories of GP-Related Net Income (Loss) allocated to such Partner for such Fiscal Year, the amount of which shall be calculated (i) on the assumption that each Partner is an individual subject to the then prevailing maximum rate of U.S. federal, New York State and New York City and other applicable income taxes (including, without limitation, taxes under Sections 1401 and 1411 of the Code), (ii) taking into account (x) the limitations on the deductibility of expenses and other items for U.S. federal income tax purposes and (y) the character (e.g., long-term or short-term capital gain or ordinary or exempt)

of the applicable income) and (iii) taking into account any differential in applicable rates due to the type and character of GP-Related Net Income (Loss) allocated to such Partner. Notwithstanding the provisions of the foregoing sentence, the General Partner may refrain from making any distribution if, in the reasonable judgment of the General Partner, such distribution is prohibited by applicable law.

(c) The General Partner may provide that the GP-Related Partner Interest of any Partner or employee (including such Partner's or employee's right to distributions and investments of the Partnership related thereto) may be subject to repurchase by the Partnership during such period as the General Partner shall determine (a "*Repurchase Period*"). Any Contingent distributions from GP-Related Investments subject to repurchase rights will be withheld by the Partnership and will be distributed to the recipient thereof (together with interest thereon at rates determined by the General Partner from time to time) as the recipient's rights to such distributions become Non-Contingent (by virtue of the expiration of the applicable Repurchase Period or otherwise). The General Partner may elect in an individual case to have the Partnership distribute any Contingent distribution to the applicable recipient thereof irrespective of whether the applicable Repurchase Period has lapsed. If a Partner Withdraws from the Partnership for any reason other than his or her death, Total Disability or Incompetence, the undistributed share of any GP-Related Investment that remains Contingent as of the applicable Withdrawal Date shall be repurchased by the Partnership at a purchase price determined at such time by the General Partner. Unless determined otherwise by the General Partner, the repurchased portion thereof will be allocated among the remaining Partners with interests in such GP-Related Investment in proportion to their respective percentage interests in such GP-Related Investment, or if no other Partner has a percentage interest in such specific GP-Related Investment, to the General Partner; provided, that the General Partner may allocate the Withdrawn Partner's share of unrealized investment income from a repurchased GP-Related Investment attributable to the period after the Withdrawn Partner's Withdrawal Date on any basis it may determine, including to existing or new Partners who did not previously have interests in such GP-Related Investment, except that, in any event, each Investor Special Partner shall be allocated a share of such unrealized investment income equal to its respective GP-Related Profit Sharing Percentage of such unrealized investment income.

(d) (i) (A) If Associates V is obligated under the Clawback Provisions or Giveback Provisions to contribute to BREDS V a Clawback Amount or a Giveback Amount (other than a Capital Commitment Giveback Amount) and the Partnership is obligated to contribute any such amount to Associates V, in respect of the Partnership's GP-Related Associates V Interest (the amount of any such obligation of the Partnership with respect to such a Giveback Amount being herein called a "*GP-Related Giveback Amount*"), the General Partner shall call for such amounts as are necessary to satisfy such obligations of the Partnership as determined by the General Partner, in which case each Partner and Withdrawn Partner shall contribute to the Partnership, in cash, when and as called by the General Partner, such an amount of prior distributions by the Partnership (and the Other Fund GPs) with respect to Carried Interest (and/or Non-Carried Interest in the case of a GP-Related Giveback Amount) (the "*GP-Related Recontribution Amount*") which equals (I) the product of (a) a Partner's or Withdrawn Partner's Carried Interest Give Back Percentage and (b) the aggregate Clawback Amount payable by the Partnership in the case of Clawback Amounts and (II) with respect to a GP-Related Giveback Amount, such Partner's *pro rata* share of prior distributions of Carried Interest

and/or Non-Carried Interest in connection with (a) the GP-Related BREDS V Investment giving rise to the GP-Related Giveback Amount, (b) if the amounts contributed pursuant to clause (II)(a) above are insufficient to satisfy such GP-Related Giveback Amount, GP-Related BREDS V Investments other than the one giving rise to such obligation, but only those amounts received by the Partners with an interest in the GP-Related BREDS V Investment referred to in clause (II)(a) above, and (c) if the GP-Related Giveback Amount pursuant to an applicable BREDS V Agreement is unrelated to a specific GP-Related BREDS V Investment, all GP-Related BREDS V Investments. Each Partner and Withdrawn Partner shall promptly contribute to the Partnership, along with satisfying his or her comparable obligations to the Other Fund GPs, if any, upon such call, such Partner's or Withdrawn Partner's GP-Related Reconstitution Amount, less the amount paid out of the Trust Account on behalf of such Partner or Withdrawn Partner by the Trustee(s) pursuant to written instructions from the Partnership, or if applicable, any of the Other Fund GPs with respect to Carried Interest (and/or Non-Carried Interest in the case of GP-Related Giveback Amounts) (the "*Net GP-Related Reconstitution Amount*"), irrespective of the fact that the amounts in the Trust Account may be sufficient on an aggregate basis to satisfy the Partnership's and the Other Fund GPs' obligation under the Clawback Provisions and/or Giveback Provisions; provided, that to the extent a Partner's or Withdrawn Partner's share of the amount paid with respect to the Clawback Amount or the GP-Related Giveback Amount exceeds his or her GP-Related Reconstitution Amount, such excess shall be repaid to such Partner or Withdrawn Partner as promptly as reasonably practicable, subject to clause (ii) below; provided further, that such written instructions from the General Partner shall specify each Partner's and Withdrawn Partner's GP-Related Reconstitution Amount. Prior to such time, the General Partner may, in its discretion (but shall be under no obligation to), provide notice that in the General Partner's judgment, the potential obligations in respect of the Clawback Provisions or the Giveback Provisions will probably materialize (and an estimate of the aggregate amount of such obligations); provided further, that any amount from a Partner's Trust Account used to pay any GP-Related Giveback Amount (or such lesser amount as may be required by the General Partner) shall be contributed by such Partner to such Partner's Trust Account no later than 30 days after the Net GP-Related Reconstitution Amount is paid with respect to such GP-Related Giveback Amount.

(B) To the extent any Partner or Withdrawn Partner has satisfied any Holdback obligation with Firm Collateral, such Partner or Withdrawn Partner shall, within 10 days of the General Partner's call for GP-Related Reconstitution Amounts, make a cash payment into the Trust Account in an amount equal to the amount of the Holdback obligation satisfied with such Firm Collateral, or such lesser amount such that the amount in the Trust Account allocable to such Partner or Withdrawn Partner equals the sum of (I) such Partner's or Withdrawn Partner's GP-Related Reconstitution Amount and (II) any similar amounts payable to any of the Other Fund GPs. Immediately upon receipt of such cash, the Trustee(s) shall take such steps as are necessary to release such Firm Collateral of such Partner or Withdrawn Partner equal to the amount of such cash payment. If the amount of such cash payment is less than the amount of Firm Collateral of such Partner or Withdrawn Partner, the balance of such Firm Collateral if any, shall be retained to secure the payment of GP-Related Deficiency Contributions, if any, and shall be fully released upon the satisfaction of the Partnership's and the Other Fund GPs' obligation to pay the Clawback Amount. The failure of any Partner or Withdrawn Partner to make a cash payment in accordance with this clause (B) (to the extent applicable) shall constitute a default under Section 5.8(d)(ii) as if such cash payment hereunder constitutes a Net GP-Related

Recontribution Amount under Section 5.8(d)(ii). Solely to the extent required by the BREDS V Partnership Agreement, each partner of the General Partner shall have the same obligations as a Partner (which obligations shall be subject to the same limitations as the obligations of a Partner) under this Section 5.8(d)(i)(B) and under Section 5.8(d)(ii)(A) with respect to such partner's pro rata share of any Clawback Amount and solely to the extent that the Partnership has insufficient funds to meet the Partnership's obligations under the BREDS V Partnership Agreement.

(ii) (A) In the event any Partner or Withdrawn Partner (a "*GP-Related Defaulting Party*") fails to recontribute all or any portion of such GP-Related Defaulting Party's Net GP-Related Recontribution Amount for any reason, the General Partner shall require all other Partners and Withdrawn Partners to contribute, on a *pro rata* basis (based on each of their respective Carried Interest Give Back Percentages in the case of Clawback Amounts, and GP-Related Profit Sharing Percentages in the case of GP-Related Giveback Amounts (as more fully described in clause (II) of Section 5.8(d)(i)(A) above)), such amounts as are necessary to fulfill the GP-Related Defaulting Party's obligation to pay such GP-Related Defaulting Party's Net GP-Related Recontribution Amount (a "*GP-Related Deficiency Contribution*") if the General Partner determines in its good faith judgment that the Partnership (or an Other Fund GP) will be unable to collect such amount in cash from such GP-Related Defaulting Party for payment of the Clawback Amount or GP-Related Giveback Amount, as the case may be, at least 20 Business Days prior to the latest date that the Partnership, and the Other Fund GPs, if applicable, are permitted to pay the Clawback Amount or GP-Related Giveback Amount, as the case may be; provided, that, subject to Section 5.8(e), no Partner or Withdrawn Partner shall as a result of such GP-Related Deficiency Contribution be required to contribute an amount in excess of 150% of the amount of the Net GP-Related Recontribution Amount initially requested from such Partner or Withdrawn Partner in respect of such default.

(B) Thereafter, the General Partner shall determine in its good faith judgment that the Partnership should either (1) not attempt to collect such amount in light of the costs associated therewith, the likelihood of recovery and any other factors considered relevant in the good faith judgment of the General Partner or (2) pursue any and all remedies (at law or equity) available to the Partnership against the GP-Related Defaulting Party, the cost of which shall be a Partnership expense to the extent not ultimately reimbursed by the GP-Related Defaulting Party. It is agreed that the Partnership shall have the right (effective upon such GP-Related Defaulting Party becoming a GP-Related Defaulting Party) to set-off as appropriate and apply against such GP-Related Defaulting Party's Net GP-Related Recontribution Amount any amounts otherwise payable to the GP-Related Defaulting Party by the Partnership or any Affiliate thereof (including amounts unrelated to Carried Interest, such as returns of capital and profit thereon). Each Partner and Withdrawn Partner hereby grants to the General Partner a security interest, effective upon such Partner or Withdrawn Partner becoming a GP-Related Defaulting Party, in all accounts receivable and other rights to receive payment from any Affiliate of the Partnership and agrees that, upon the effectiveness of such security interest, the General Partner may sell, collect or otherwise realize upon such collateral. In furtherance of the foregoing, each Partner and Withdrawn Partner hereby appoints the General Partner as its true and lawful attorney-in-fact with full irrevocable power and authority, in the name of

such Partner or Withdrawn Partner or in the name of the General Partner, to take any actions which may be necessary to accomplish the intent of the immediately preceding sentence. The General Partner shall be entitled to collect interest on the Net GP-Related Recontribution Amount of a GP-Related Defaulting Party from the date such Net GP-Related Recontribution Amount was required to be contributed to the Partnership at a rate equal to the Default Interest Rate.

(C) Any Partner's or Withdrawn Partner's failure to make a GP-Related Deficiency Contribution shall cause such Partner or Withdrawn Partner to be a GP-Related Defaulting Party with respect to such amount. The Partnership shall first seek any remaining Trust Amounts (and Trust Income thereon) allocated to such Partner or Withdrawn Partner to satisfy such Partner's or Withdrawn Partner's obligation to make a GP-Related Deficiency Contribution before seeking cash contributions from such Partner or Withdrawn Partner in satisfaction of such Partner's or Withdrawn Partner's obligation to make a GP-Related Deficiency Contribution.

(iii) In the event any Partner or Withdrawn Partner initially fails to recontribute all or any portion of such Partner or Withdrawn Partner's pro rata share of any Clawback Amount pursuant to Section 5.8(d)(i)(A), the Partnership shall use its reasonable efforts to collect the amount which such Partner or Withdrawn Partner so fails to recontribute.

(iv) A Partner's or Withdrawn Partner's obligation to make contributions to the Partnership under this Section 5.8(d) shall survive the termination of the Partnership.

(e) The Partners acknowledge that the General Partner will (and is hereby authorized to) take such steps as it deems appropriate, in its good faith judgment, to further the objective of providing for the fair and equitable treatment of all Partners, including by allocating Aggregate Net Losses from Writedowns (as defined in the BREDS V Agreements) and Losses (as defined in the BREDS V Agreements) on GP-Related BREDS V Investments that have been the subject of a writedown and/or Loss (as defined in the BREDS V Agreements) (each, a "*Loss Investment*") to those Partners who participated in such Loss Investments based on their Carried Interest Sharing Percentage therein to the extent that such Partners receive or have received Carried Interest distributions from other GP-Related BREDS V Investments. Consequently and notwithstanding anything herein to the contrary, adjustments to Carried Interest distributions shall be made as set forth in this Section 5.8(e).

(i) At the time the Partnership is making Carried Interest distributions in connection with a GP-Related BREDS V Investment (the "*Subject Investment*") that have been reduced under any BREDS V Agreement as a result of one or more Loss Investments, the General Partner shall calculate amounts distributable to or due from each such Partner as follows:

(A) determine each Partner's share of each such Loss Investment based on his or her Carried Interest Sharing Percentage in each such Loss Investment (which may be zero) to the extent such Loss Investment has reduced the Carried Interest distributions otherwise available for distribution to all Partners (indirectly through the Partnership from BREDS V) from the Subject Investment (such reduction, the "*Loss Amount*");

(B) determine the amount of Carried Interest distributions otherwise distributable to such Partner with respect to the Subject Investment (indirectly through the Partnership from BREDS V) before any reduction in respect of the amount determined in clause (A) above (the “*Unadjusted Carried Interest Distributions*”); and

(C) subtract (I) the Loss Amounts relating to all Loss Investments from (II) the Unadjusted Carried Interest Distributions for such Partner, to determine the amount of Carried Interest distributions to actually be paid to such Partner (“*Net Carried Interest Distribution*”).

To the extent that the Net Carried Interest Distribution for a Partner as calculated in this clause (i) is a negative number, the General Partner shall (I) notify such Partner, at or prior to the time such Carried Interest distributions are actually made to the Partners, of his or her obligation to recontribute to the Partnership prior Carried Interest distributions (a “*Net Carried Interest Distribution Recontribution Amount*”), up to the amount of such negative Net Carried Interest Distribution, and (II) to the extent amounts recontributed pursuant to clause (I) are insufficient to satisfy such negative Net Carried Interest Distribution amount, reduce future Carried Interest distributions otherwise due such Partner, up to the amount of such remaining negative Net Carried Interest Distribution. If a Partner’s (x) Net Carried Interest Distribution Recontribution Amount exceeds (y) the aggregate amount of prior Carried Interest distributions less the amount of tax thereon, calculated based on the Assumed Tax Rate (as defined in the BREDS V Agreements) in effect in the Fiscal Years of such distributions (the “*Excess Tax-Related Amount*”), then such Partner may, in lieu of paying such Partner’s Excess Tax-Related Amount, defer such amounts as set forth below. Such deferred amount shall accrue interest at the Prime Rate. Such deferred amounts shall be reduced and repaid by the amount of Carried Interest otherwise distributable to such Partner in connection with future Carried Interest distributions until such balance is reduced to zero. Any deferred amounts shall be payable in full upon the earlier of (i) such time as the Clawback Amount is determined (as provided herein) and (ii) such time as the Partner becomes a Withdrawn Partner.

To the extent there is an amount of negative Net Carried Interest Distribution with respect to a Partner remaining after the application of this clause (i), notwithstanding clause (II) of the preceding paragraph, such remaining amount of negative Net Carried Interest Distribution shall be allocated to the other Partners *pro rata* based on each of their Carried Interest Sharing Percentages in the Subject Investment.

A Partner who fails to pay a Net Carried Interest Distribution Recontribution Amount promptly upon notice from the General Partner (as provided above) shall be deemed a GP-Related Defaulting Party for all purposes hereof.

A Partner may satisfy in part any Net Carried Interest Distribution Recontribution Amount from cash that is then subject to a Holdback, to the extent that the amounts that remain subject to a Holdback satisfy the Holdback requirements hereof as they relate to the reduced amount of aggregate Carried Interest distributions received by such Partner (taking into account any Net Carried Interest Distribution Recontribution Amount contributed to the Partnership by such Partner).

Any Net Carried Interest Distribution Recontribution Amount contributed by a Partner, including amounts of cash subject to a Holdback as provided above, shall increase the amount available for distribution to the other Partners as Carried Interest distributions with respect to the Subject Investment; provided, that any such amounts then subject to a Holdback may be so distributed to the other Partners to the extent a Partner receiving such distribution has satisfied the Holdback requirements with respect to such distribution (taken together with the other Carried Interest distributions received by such Partner to date).

(ii) In the case of Clawback Amounts which are required to be contributed to the Partnership as otherwise provided herein, the obligation of the Partners with respect to any Clawback Amount shall be adjusted by the General Partner as follows:

(A) determine each Partner's share of any Losses (as defined in the BREDS V Agreements) in any GP-Related BREDS V Investments which gave rise to the Clawback Amount (i.e., the Losses that followed the last GP-Related BREDS V Investment with respect to which Carried Interest distributions were made), based on such Partner's Carried Interest Sharing Percentage in such GP-Related BREDS V Investments;

(B) determine each Partner's obligation with respect to the Clawback Amount based on such Partner's Carried Interest Give Back Percentage as otherwise provided herein; and

(C) subtract the amount determined in clause (B) above from the amount determined in clause (A) above with respect to each Partner to determine the amount of adjustment to each Partner's share of the Clawback Amount (a Partner's "*Clawback Adjustment Amount*").

A Partner's share of the Clawback Amount shall for all purposes hereof be decreased by such Partner's Clawback Adjustment Amount, to the extent it is a negative number (except to the extent expressly provided below). A Partner's share of the Clawback Amount shall for all purposes hereof be increased by such Partner's Clawback Adjustment Amount (to the extent it is a positive number); provided, that in no way shall a Partner's aggregate obligation to satisfy a Clawback Amount as a result of this clause (ii) exceed the aggregate Carried Interest distributions received by such Partner. To the extent a positive Clawback Adjustment Amount remains after the application of this clause (ii) with respect to a Partner, such remaining Clawback Adjustment Amount shall be allocated to the Partners (including any Partner whose Clawback Amount was increased pursuant to this clause (ii)) *pro rata* based on their Carried Interest Give Back Percentages (determined without regard to this clause (ii)).

Any distribution or contribution adjustments pursuant to this Section 5.8(e) by the General Partner shall be based on its good faith judgment, and no Partner shall have any claim against the Partnership, the General Partner or any other Partners as a result of any adjustment made as set forth above. This Section 5.8(e) applies to all Partners, including Withdrawn Partners.

It is agreed and acknowledged that this Section 5.8(e) is an agreement among the Partners and in no way modifies the obligations of each Partner regarding the Clawback Amount as provided in the BREDS V Agreements.

Section 5.9. Business Expenses. The Partnership shall reimburse the Partners for reasonable travel, entertainment and miscellaneous expenses incurred by them in the conduct of the Partnership's business in accordance with rules and regulations established by the General Partner from time to time.

Section 5.10. Tax Capital Accounts; Tax Allocations

(a) For U.S. federal income tax purposes, there shall be established for each Partner a single capital account combining such Partner's Capital Commitment Capital Account and GP-Related Capital Account, with such adjustments as the General Partner determines are appropriate so that such single capital account is maintained in compliance with the principles and requirements of Section 704(b) of the Code and the Treasury Regulations thereunder. In furtherance of the foregoing and in accordance with Treasury Regulations Section 1.1061-3(c)(3)(ii)(B), the Partnership shall (i) calculate separate allocations attributable to (A) the Carried Interest and any other distribution entitlements that are not commensurate with capital contributed to the Partnership, and (B) any distribution entitlements of the Partners that are commensurate with capital contributed to the Partnership (in each case, within the meaning of Treasury Regulations Section 1.1061-3(c)(3)(ii)(B) and as reasonably determined by the General Partner), and (ii) consistently reflect each such allocation in its books and records.

(b) All items of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners for U.S. federal, state and local income tax purposes in the same manner as such items of income, gain, loss, deduction and credit shall be allocated among the Partners pursuant to this Agreement, except as may otherwise be provided herein or by the Code or other applicable law. In the event there is a net decrease in partnership minimum gain or partner nonrecourse debt minimum gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any taxable year of the Partnership, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to its respective share of such net decrease during such year, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). In addition, this Agreement shall be considered to contain a "qualified income offset" as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(d). Notwithstanding the foregoing, the General Partner in its sole discretion shall make allocations for tax purposes as may be needed to ensure that allocations are in accordance with the interests of the Partners within the meaning of the Code and the Treasury Regulations.

(c) For U.S. federal, state and local income tax purposes only, Partnership income, gain, loss, deduction or expense (or any item thereof) for each Fiscal Year shall be allocated to and among the Partners in a manner corresponding to the manner in which corresponding items are allocated among the Partners pursuant to the other provisions of this Section 5.10; provided, that the General Partner may in its sole discretion make such allocations for tax purposes as it determines are appropriate so that allocations have substantial economic effect or are in accordance with the interests of the Partners, within the meaning of the Code and the Treasury Regulations thereunder. To the extent there is an adjustment by a taxing authority to any item of income, gain, loss, deduction or credit of the Partnership (or an adjustment to any Partner's distributive share thereof), the General Partner may reallocate the adjusted items among each Partner or former Partner (as determined by the General Partner) in accordance with the final resolution of such audit adjustment.

ARTICLE VI

ADDITIONAL PARTNERS; WITHDRAWAL OF PARTNERS; SATISFACTION AND DISCHARGE OF PARTNERSHIP INTERESTS; TERMINATION

Section 6.1. Additional Partners.

(a) Effective on the first day of any month (or on such other date as shall be determined by the General Partner in its sole discretion), the General Partner shall have the right to admit one or more additional or substitute persons into the Partnership as Limited Partners or Special Partners. Each such person shall make the representations and certifications with respect to itself set forth in Section 3.6 and Section 3.7. The General Partner shall determine and negotiate with the additional Partner (which term shall include, without limitation, any substitute Partner) all terms of such additional Partner's participation in the Partnership, including the additional Partner's initial GP-Related Capital Contribution, Capital Commitment-Related Capital Contribution, GP-Related Profit Sharing Percentage and Capital Commitment Profit Sharing Percentage. Each additional Partner shall have such voting rights as may be determined by the General Partner from time to time unless, upon the admission to the Partnership of any Special Partner, the General Partner shall designate that such Special Partner shall not have such voting rights (any such Special Partner being called a "Nonvoting Special Partner"). Any additional Partner shall, as a condition to becoming a Partner, agree to become a party to, and be bound by the terms and conditions of, the Trust Agreement. If Blackstone or another or subsequent holder of an Investor Note approved by the General Partner for purposes of this Section 6.1(a) shall foreclose upon a Limited Partner's Investor Note issued to finance such Limited Partner's purchase of his or her Capital Commitment Interests, Blackstone or such other or subsequent holder shall succeed to such Limited Partner's Capital Commitment Interests and shall be deemed to have become a Limited Partner to such extent. Any additional Partner may have a GP-Related Partner Interest or a Capital Commitment Partner Interest, without having the other such interest.

(b) The GP-Related Profit Sharing Percentages, if any, to be allocated to an additional Partner as of the date such Partner is admitted to the Partnership, together with the *pro rata* reduction in all other Partners' GP-Related Profit Sharing Percentages as of such date, shall be established by the General Partner pursuant to Section 5.3. The Capital Commitment Profit Sharing Percentages, if any, to be allocated to an additional Partner as of the date such Partner is admitted to the Partnership, together with the *pro rata* reduction in all other Partners' Capital

Commitment Profit Sharing Percentages as of such date, shall be established by the General Partner. Notwithstanding any provision in this Agreement to the contrary, the General Partner is authorized, without the need for any further act, vote or consent of any person, to make adjustments to the GP-Related Profit Sharing Percentages as it determines necessary in its sole discretion in connection with any additional Partners admitted to the Partnership, adjustments with respect to other Partners of the Partnership and to give effect to other matters set forth herein, as applicable.

(c) An additional Partner shall be required to contribute to the Partnership his or her *pro rata* share of the Partnership's total capital, excluding capital in respect of GP-Related Investments and Capital Commitment Investments in which such Partner does not acquire any interests, at such times and in such amounts as shall be determined by the General Partner in accordance with Section 4.1 and Section 7.1.

(d) The admission of an additional Partner will be evidenced by (i) the execution of a counterpart copy of this Agreement by such additional Partner, or (ii) the execution of an amendment to this Agreement by the General Partner and the additional Partner, as determined by the General Partner, or (iii) the execution by such additional Partner of any other writing evidencing the intent of such person to become an additional Partner and to be bound by the terms of this Agreement and such writing being acceptable to the General Partner on behalf of the Partnership. In addition, each additional Partner shall sign a counterpart copy of the Trust Agreement or any other writing evidencing the intent of such person to become a party to the Trust Agreement that is acceptable to the General Partner on behalf of the Partnership.

Section 6.2. Withdrawal of Partners.

(a) Any Partner may Withdraw voluntarily from the Partnership subject to the prior written consent of the General Partner, including if such Withdrawal would (i) cause the Partnership to be in default under any of its contractual obligations or (ii) in the reasonable judgment of the General Partner, have a material adverse effect on the Partnership or its business. Without limiting the foregoing sentence, the General Partner generally intends to permit voluntary Withdrawals on the last day of any calendar month (or on such other date as shall be determined by the General Partner in its sole discretion), on not less than 15 days' prior written notice by such Partner to the General Partner (or on such shorter notice period as may be mutually agreed upon between such Partner and the General Partner); provided, that a Partner may Withdraw from the Partnership with respect to such Partner's GP-Related Partner Interest without Withdrawing from the Partnership with respect to such Partner's Capital Commitment Partner Interest, and a Partner may Withdraw from the Partnership with respect to such Partner's Capital Commitment Partner Interest without Withdrawing from the Partnership with respect to such Partner's GP-Related Partner Interest.

(b) Upon the Withdrawal of any Partner, including by the occurrence of any withdrawal event under the Partnership Act with respect to any Partner, such Partner shall thereupon cease to be a Partner, except as expressly provided herein.

(c) Upon the Total Disability of a Limited Partner, such Partner shall thereupon cease to be a Limited Partner with respect to such person's GP-Related Partner Interest; provided, that the General Partner may elect to admit such Withdrawn Partner to the Partnership as a Nonvoting Special Partner with respect to such person's GP-Related Partner Interest, with such GP-Related Partner Interest as the General Partner may determine. The determination of whether any Partner has suffered a Total Disability shall be made by the General Partner in its sole discretion after consultation with a qualified medical doctor. In the absence of agreement between the General Partner and such Partner, each party shall nominate a qualified medical doctor and the two doctors shall select a third doctor, who shall make the determination as to Total Disability.

(d) If the General Partner determines that it shall be in the best interests of the Partnership for any Partner (including any Partner who has given notice of voluntary Withdrawal pursuant to paragraph (a) above) to Withdraw from the Partnership (whether or not Cause exists) with respect to such person's GP-Related Partner Interest and/or with respect to such person's Capital Commitment Partner Interest, such Partner, upon written notice by the General Partner to such Partner, shall be required to Withdraw with respect to such person's GP-Related Partner Interest and/or with respect to such person's Capital Commitment Partner Interest, as of a date specified in such notice, which date shall be on or after the date of such notice. If the General Partner requires any Partner to Withdraw for Cause with respect to such person's GP-Related Partner Interest and/or with respect to such person's Capital Commitment Partner Interest, such notice shall state that it has been given for Cause and shall describe the particulars thereof in reasonable detail.

(e) The Withdrawal from the Partnership of any Partner shall not, in and of itself, affect the obligations of the other Partners to continue the Partnership during the remainder of its term. A Withdrawn General Partner shall remain liable for all obligations of the Partnership incurred while it was a General Partner and resulting from its acts or omissions as a General Partner to the fullest extent provided by law.

Section 6.3. GP-Related Partner Interests Not Transferable.

(a) No Partner may sell, assign, pledge, grant a security interest over or otherwise transfer or encumber all or any portion of such Partner's GP-Related Partner Interest other than as permitted by written agreement between such Partner and the Partnership; provided, that this Section 6.3 shall not impair transfers by operation of law, transfers by will or by other testamentary instrument occurring by virtue of the death or dissolution of a Partner, or transfers required by trust agreements; provided further, that, subject to the prior written consent of the General Partner, which shall not be unreasonably withheld, a Limited Partner may transfer, for estate planning purposes, up to 25% of his or her GP-Related Profit Sharing Percentage to any estate planning trust, limited partnership or limited liability company with respect to which a Limited Partner controls investments related to any interest in the Partnership held therein (an "*Estate Planning Vehicle*"). Each Estate Planning Vehicle will be a Nonvoting Special Partner. Such Limited Partner and the Nonvoting Special Partner shall be jointly and severally liable for all obligations of both such Limited Partner and such Nonvoting Special Partner with respect to the Partnership (including the obligation to make additional GP-Related Capital Contributions), as the case may be. The General Partner may at its sole option exercisable at any time require any Estate Planning Vehicle to Withdraw from the Partnership on the terms of this Article VI. Except as provided in the second proviso to the first sentence of this

Section 6.3, no assignee, legatee, distributee, heir or transferee (by conveyance, operation of law or otherwise) of the whole or any portion of any Partner's GP-Related Partner Interest shall have any right to be a Partner without the prior written consent of the General Partner (which consent may be given or withheld in its sole discretion without giving any reason therefor). Notwithstanding the granting of a security interest in the entire Interest of any Partner, such Partner shall continue to be a Partner of the Partnership.

(b) Notwithstanding any provision hereof to the contrary, no sale or transfer of any GP-Related Partner Interest in the Partnership may be made except in compliance with all federal, state and other applicable laws, including U.S. federal and state securities laws.

Section 6.4. Consequences upon Withdrawal of a Partner. (a) Subject to the Partnership Act, the General Partner may not transfer or assign its interest as a General Partner in the Partnership or its right to manage the affairs of the Partnership, except that the General Partner may, subject to the Partnership Act, with the prior written approval of a Majority in Interest of the Partners, admit another person as an additional or substitute General Partner who makes such representations with respect to itself as the General Partner deems necessary or appropriate (with regard to compliance with applicable law or otherwise); provided however, that the General Partner may, in its sole discretion, transfer all or part of its interest in the Partnership to a person who makes such representations with respect to itself as the General Partner deems necessary or appropriate (with regard to compliance with applicable law or otherwise) and who owns, directly or indirectly, the principal part of the business then conducted by the General Partner in connection with any liquidation, dissolution or reorganization of the General Partner, and, upon the assumption by such person of liability for all the obligations of the General Partner under this Agreement, such person shall be admitted as the General Partner. A person who is so admitted as an additional or substitute General Partner shall thereby become a General Partner and shall have the right to manage the affairs of the Partnership and to vote as a Partner to the extent of the interest in the Partnership so acquired. The General Partner shall not cease to be the general partner of the Partnership upon the collateral assignment of or the pledging or granting of a security interest in its entire Interest in the Partnership.

(b) Except as contemplated by Section 6.4(a) above, Withdrawal by a General Partner is not permitted. The Withdrawal of a Partner shall not dissolve the Partnership if at the time of such Withdrawal there are one or more remaining Partners and any one or more of such remaining Partners continue the business of the Partnership (any and all such remaining Partners being hereby authorized to continue the business of the Partnership without dissolution and hereby agreeing to do so). Notwithstanding Section 6.4(c), if upon the Withdrawal of a Partner there shall be no remaining Limited Partners, the Partnership shall be dissolved and shall be wound up unless, within 90 days after the occurrence of such Withdrawal, all remaining Special Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such Withdrawal, of one or more Limited Partners.

(c) The Partnership shall not be dissolved, in and of itself, by the Withdrawal of any Partner, but shall continue with the surviving or remaining Partners as partners thereof in accordance with and subject to the terms and provisions of this Agreement.

Section 6.5. Satisfaction and Discharge of a Withdrawn Partner's GP-Related Partner Interests.

(a) The terms of this Section 6.5 shall apply to the GP-Related Partner Interest of a Withdrawn Partner, but, except as otherwise expressly provided in this Section 6.5, shall not apply to the Capital Commitment Partner Interest of a Withdrawn Partner. For purposes of this Section 6.5, the term "*Settlement Date*" means the date as of which a Withdrawn Partner's GP-Related Partner Interest in the Partnership is settled as determined under paragraph (b) below. Notwithstanding the foregoing, any Limited Partner who Withdraws from the Partnership, and all or any portion of whose GP-Related Partner Interest is retained as a Special Partner, shall be considered a Withdrawn Partner for all purposes hereof.

(b) Except where a later date for the settlement of a Withdrawn Partner's GP-Related Partner Interest in the Partnership may be agreed to by the General Partner and a Withdrawn Partner, a Withdrawn Partner's Settlement Date shall be his or her Withdrawal Date; provided, that if a Withdrawn Partner's Withdrawal Date is not the last day of a month, then the General Partner may elect for such Withdrawn Partner's Settlement Date to be the last day of the month in which his or her Withdrawal Date occurs. During the interval, if any, between a Withdrawn Partner's Withdrawal Date and Settlement Date, such Withdrawn Partner shall have the same rights and obligations with respect to GP-Related Capital Contributions, interest on capital, allocations of GP-Related Net Income (Loss) and distributions as would have applied had such Withdrawn Partner remained a Partner of the Partnership during such period.

(c) In the event of the Withdrawal of a Partner, with respect to such Withdrawn Partner's GP-Related Partner Interest, the General Partner shall promptly after such Withdrawn Partner's Settlement Date (i) determine and allocate to the Withdrawn Partner's GP-Related Capital Accounts such Withdrawn Partner's allocable share of the GP-Related Net Income (Loss) of the Partnership for the period ending on such Settlement Date in accordance with Article V and (ii) credit the Withdrawn Partner's GP-Related Capital Accounts with interest in accordance with Section 5.2. In making the foregoing calculations, the General Partner shall be entitled to establish such reserves (including reserves for taxes, bad debts, unrealized losses, actual or threatened litigation or any other expenses, contingencies or obligations) as it deems appropriate. Unless otherwise determined by the General Partner in a particular case, a Withdrawn Partner shall not be entitled to receive any GP-Related Unallocated Percentage in respect of the accounting period during which such Partner Withdraws from the Partnership (whether or not previously awarded or allocated) or any GP-Related Unallocated Percentage in respect of prior accounting periods that have not been paid or allocated (whether or not previously awarded) as of such Withdrawn Partner's Withdrawal Date.

(d) From and after the Settlement Date of the Withdrawn Partner, the Withdrawn Partner's GP-Related Profit Sharing Percentages shall, unless otherwise allocated by the General Partner pursuant to Section 5.3(a), be deemed to be GP-Related Unallocated Percentages (except for GP-Related Profit Sharing Percentages with respect to GP-Related Investments as provided in paragraph (f) below).

(e) (i) Upon the Withdrawal from the Partnership of a Partner with respect to such Partner's GP-Related Partner Interest, such Withdrawn Partner thereafter shall not, except as expressly provided in this Section 6.5, have any rights of a Partner (including voting rights) with respect to such Partner's GP-Related Partner Interest, and, except as expressly provided in this Section 6.5, such Withdrawn Partner shall not have any interest in the Partnership's GP-Related Net Income (Loss), or in distributions related to such Partner's GP-Related Partner Interest, GP-Related Investments or other assets related to such Partner's GP-Related Partner Interest. If a Partner Withdraws from the Partnership with respect to such Partner's GP-Related Partner Interest for any reason other than for Cause pursuant to Section 6.2, then the Withdrawn Partner shall be entitled to receive, at the time or times specified in Section 6.5(i) below, in satisfaction and discharge in full of the Withdrawn Partner's GP-Related Partner Interest in the Partnership, (x) payment equal to the aggregate credit balance, if any, as of the Settlement Date of the Withdrawn Partner's GP-Related Capital Accounts, (excluding any GP-Related Capital Account or portion thereof attributable to any GP-Related Investment) and (y) the Withdrawn Partner's percentage interest attributable to each GP-Related Investment in which the Withdrawn Partner has an interest as of the Settlement Date as provided in paragraph (f) below (which shall be settled in accordance with paragraph (f) below), subject to all the terms and conditions of paragraphs (a)-(r) of this Section 6.5. If the amount determined pursuant to clause (x) above is an aggregate negative balance, the Withdrawn Partner shall pay the amount thereof to the Partnership upon demand by the General Partner on or after the date of the statement referred to in Section 6.5(i) below; provided, that if the Withdrawn Partner was solely a Special Partner on his or her Withdrawal Date, such payment shall be required only to the extent of any amounts payable to such Withdrawn Partner pursuant to this Section 6.5. Any aggregate negative balance in the GP-Related Capital Accounts of a Withdrawn Partner who was solely a Special Partner, upon the settlement of such Withdrawn Partner's GP-Related Partner Interest in the Partnership pursuant to this Section 6.5, shall be allocated among the other Partners' GP-Related Capital Accounts in accordance with their respective GP-Related Profit Sharing Percentages in the categories of GP-Related Net Income (Loss) giving rise to such negative balance as determined by the General Partner as of such Withdrawn Partner's Settlement Date. In the settlement of any Withdrawn Partner's GP-Related Partner Interest in the Partnership, no value shall be ascribed to goodwill, the Partnership name or the anticipation of any value the Partnership or any successor thereto might have in the event the Partnership or any interest therein were to be sold in whole or in part.

(ii) Notwithstanding clause (i) of this Section 6.5(e), in the case of a Partner whose Withdrawal with respect to such Partner's GP-Related Partner Interest resulted from such Partner's death or Incompetence, such Partner's estate or legal representative, as the case may be, may elect, at the time described below, to receive a Nonvoting Special Partner GP-Related Partner Interest and retain such Partner's GP-Related Profit Sharing Percentage in all (but not less than all) illiquid investments of the Partnership in lieu of a cash payment (or Investor Note) in settlement of that portion of the Withdrawn Partner's GP-Related Partner Interest. The election referred to above shall be made within 60 days after the Withdrawn Partner's Settlement Date, based on a statement of the settlement of such Withdrawn Partner's GP-Related Partner Interest in the Partnership pursuant to this Section 6.5.

(f) For purposes of clause (y) of paragraph (e)(i) above, a Withdrawn Partner's "percentage interest" means his or her GP-Related Profit Sharing Percentage as of the Settlement Date in the relevant GP-Related Investment. The Withdrawn Partner shall retain his or her percentage interest in such GP-Related Investment and shall retain his or her GP-Related Capital Account or portion thereof attributable to such GP-Related Investment, in which case such Withdrawn Partner (a "*Retaining Withdrawn Partner*") shall become and remain a Special Partner for such purpose (and, if the General Partner so designates, such Special Partner shall be a Nonvoting Special Partner). The GP-Related Partner Interest of a Retaining Withdrawn Partner pursuant to this paragraph (f) shall be subject to the terms and conditions applicable to GP-Related Partner Interests of any kind hereunder and such other terms and conditions as are established by the General Partner. At the option of the General Partner in its sole discretion, the General Partner and the Retaining Withdrawn Partner may agree to have the Partnership acquire such GP-Related Partner Interest without the approval of the other Partners; provided, that the General Partner shall reflect in the books and records of the Partnership the terms of any acquisition pursuant to this sentence.

(g) The General Partner may elect, in lieu of payment in cash of any amount payable to a Withdrawn Partner pursuant to paragraph (e) above, to (i) have the Partnership issue to the Withdrawn Partner a subordinated promissory note and/or to (ii) distribute in kind to the Withdrawn Partner such Withdrawn Partner's *pro rata* share (as determined by the General Partner) of any securities or other investments of the Partnership in relation to such Partner's GP-Related Partner Interest. If any securities or other investments are distributed in kind to a Withdrawn Partner under this paragraph (g), the amount described in clause (x) of paragraph (e)(i) shall be reduced by the value of such distribution as valued on the latest balance sheet of the Partnership in accordance with generally accepted accounting principles or, if not appearing on such balance sheet, as reasonably determined by the General Partner.

(h) [Intentionally omitted.]

(i) Within 120 days after each Settlement Date, the General Partner shall submit to the Withdrawn Partner a statement of the settlement of such Withdrawn Partner's GP-Related Partner Interest in the Partnership pursuant to this Section 6.5 together with any cash payment, subordinated promissory note and in kind distributions to be made to such Partner as shall be determined by the General Partner. The General Partner shall submit to the Withdrawn Partner supplemental statements with respect to additional amounts payable to or by the Withdrawn Partner in respect of the settlement of his or her GP-Related Partner Interest in the Partnership (*e.g.*, payments in respect of GP-Related Investments pursuant to paragraph (f) above or adjustments to reserves pursuant to paragraph (j) below) promptly after such amounts are determined by the General Partner. To the fullest extent permitted by law, such statements and the valuations on which they are based shall be accepted by the Withdrawn Partner without examination of the accounting books and records of the Partnership or other inquiry. Any amounts payable by the Partnership to a Withdrawn Partner pursuant to this Section 6.5 shall be subordinate in right of payment and subject to the prior payment or provision for payment in full of claims of all present or future creditors of the Partnership or any successor thereto arising out of matters occurring prior to the applicable date of payment or distribution; provided, that such Withdrawn Partner shall otherwise rank *pari passu* in right of payment (x) with all persons who become Withdrawn Partners and whose Withdrawal Date is within one year before the Withdrawal Date of the Withdrawn Partner in question and (y) with all persons who become Withdrawn Partners and whose Withdrawal Date is within one year after the Withdrawal Date of the Withdrawn Partner in question.

(j) If the aggregate reserves established by the General Partner as of the Settlement Date in making the foregoing calculations should prove, in the determination of the General Partner, to be excessive or inadequate, the General Partner may elect, but shall not be obligated, to pay the Withdrawn Partner or his or her estate such excess, or to charge the Withdrawn Partner or his or her estate such deficiency, as the case may be.

(k) Any amounts owed by the Withdrawn Partner to the Partnership at any time on or after the Settlement Date (*e.g.*, outstanding Partnership loans or advances to such Withdrawn Partner) shall be offset against any amounts payable or distributable by the Partnership to the Withdrawn Partner at any time on or after the Settlement Date or shall be paid by the Withdrawn Partner to the Partnership, in each case as determined by the General Partner. All cash amounts payable by a Withdrawn Partner to the Partnership under this Section 6.5 shall bear interest from the due date to the date of payment at a floating rate equal to the lesser of (x) the Prime Rate or (y) the maximum rate of interest permitted by applicable law. The “due date” of amounts payable by a Withdrawn Partner pursuant to Section 6.5(i) above shall be 120 days after a Withdrawn Partner’s Settlement Date. The “due date” of amounts payable to or by a Withdrawn Partner in respect of GP-Related Investments for which the Withdrawn Partner has retained a percentage interest in accordance with paragraph (f) above shall be 120 days after realization with respect to such GP-Related Investment. The “due date” of any other amounts payable by a Withdrawn Partner shall be 60 days after the date such amounts are determined to be payable.

(l) At the time of the settlement of any Withdrawn Partner’s GP-Related Partner Interest in the Partnership pursuant to this Section 6.5, the General Partner may, to the fullest extent permitted by applicable law, impose any restrictions it deems appropriate on the assignment, pledge, grant of a security interest, encumbrance or other transfer by such Withdrawn Partner of any interest in any GP-Related Investment retained by such Withdrawn Partner, any securities or other investments distributed in kind to such Withdrawn Partner or such Withdrawn Partner’s right to any payment from the Partnership.

(m) If a Partner is required to Withdraw from the Partnership with respect to such Partner’s GP-Related Partner Interest for Cause pursuant to Section 6.2(d), then his or her GP-Related Partner Interest shall be settled in accordance with paragraphs (a)-(r) of this Section 6.5; provided, that the General Partner may elect (but shall not be required) to apply any or all the following terms and conditions to such settlement:

(i) In settling the Withdrawn Partner’s interest in any GP-Related Investment in which he or she has an interest as of his or her Settlement Date, the General Partner may elect to (A) determine the GP-Related Unrealized Net Income (Loss) attributable to each such GP-Related Investment as of the Settlement Date and allocate to the appropriate GP-Related Capital Account of the Withdrawn Partner his or her allocable share of such GP-Related Unrealized Net Income (Loss) for purposes of calculating the aggregate balance of such Withdrawn Partner’s GP-Related Capital Account pursuant to clause (x) of paragraph (e)(i) above, (B) credit or debit, as applicable, the Withdrawn Partner with the balance of his or her GP-Related Capital Account or portion thereof attributable to each such GP-Related Investment as of his or her Settlement Date without giving effect to the GP-Related Unrealized Net Income (Loss) from such GP-Related

Investment as of his or her Settlement Date, which shall be forfeited by the Withdrawn Partner or (C) apply the provisions of paragraph (f) above; provided, that the maximum amount of GP-Related Net Income (Loss) allocable to such Withdrawn Partner with respect to any GP-Related Investment shall equal such Partner's percentage interest of the GP-Related Unrealized Net Income, if any, attributable to such GP-Related Investment as of the Settlement Date (the balance of such GP-Related Net Income (Loss), if any, shall be allocated as determined by the General Partner). The Withdrawn Partner shall not have any continuing interest in any GP-Related Investment to the extent an election is made pursuant to (A) or (B) above.

(ii) Any amounts payable by the Partnership to the Withdrawn Partner pursuant to this Section 6.5 shall be subordinate in right of payment and subject to the prior payment in full of claims of all present or future creditors of the Partnership or any successor thereto arising out of matters occurring prior to or on or after the applicable date of payment or distribution.

(n) The payments to a Withdrawn Partner pursuant to this Section 6.5 may be conditioned on the compliance by such Withdrawn Partner with any lawful and reasonable (under the circumstances) restrictions against engaging or investing in a business competitive with that of the Partnership or any of its subsidiaries and Affiliates for a period not exceeding two years determined by the General Partner. Upon written notice to the General Partner, any Withdrawn Partner who is subject to noncompetition restrictions established by the General Partner pursuant to this paragraph (n) may elect to forfeit the principal amount payable in the final installment of his or her subordinated promissory note, together with interest to be accrued on such installment after the date of forfeiture, in lieu of being bound by such restrictions.

(o) In addition to the foregoing, the General Partner shall have the right to pay a Withdrawn Partner (other than the General Partner) a discretionary additional payment in an amount and based upon such circumstances and conditions as it determines to be relevant.

(p) The provisions of this Section 6.5 shall apply to any Investor Special Partner relating to a Limited Partner or Special Partner and to any transferee of any GP-Related Partner Interest of such Partner pursuant to Section 6.3 if such Partner Withdraws from the Partnership.

(q) (i) The Partnership will assist a Withdrawn Partner or his or her estate or guardian, as the case may be, in the settlement of the Withdrawn Partner's GP-Related Partner Interest in the Partnership. Third party costs incurred by the Partnership in providing this assistance will be borne by the Withdrawn Partner or his or her estate.

(ii) The General Partner may reasonably determine in good faith to retain outside professionals to provide the assistance to Withdrawn Partners or their estates or guardians, as referred to above. In such instances, the General Partner will obtain the prior approval of a Withdrawn Partner or his or her estate or guardian, as the case may be, prior to engaging such professionals. If the Withdrawn Partner (or his or her estate or guardian) declines to incur such costs, the General Partner will provide such reasonable assistance as and when it can so as not to interfere with the Partnership's day-to-day operating, financial, tax and other related responsibilities to the Partnership and the Partners.

(r) Each Partner (other than the General Partner) hereby irrevocably appoints the General Partner as such Partner's true and lawful agent, representative and attorney-in-fact, each acting alone, in such Partner's name, place and stead, to make, execute, sign and file, on behalf of such Partner, any and all agreements, instruments, consents, ratifications, documents and certificates which the General Partner deems necessary or advisable in connection with any transaction or matter contemplated by or provided for in this Section 6.5, including, without limitation, the performance of any obligation of such Partner or the Partnership or the exercise of any right of such Partner or the Partnership. Such power of attorney is coupled with an interest and shall survive and continue in full force and effect notwithstanding the Withdrawal from the Partnership of any Partner for any reason and shall not be affected by the death, disability or incapacity of such Partner.

Section 6.6. Dissolution of the Partnership. The General Partner may dissolve the Partnership prior to the expiration of its term at any time on not less than sixty (60) days' notice of the dissolution date given to the other Partners. Upon the dissolution of the Partnership, the Partners' respective interests in the Partnership shall be valued and settled in accordance with the procedures set forth in Section 6.5.

Section 6.7. Certain Tax Matters. (a) The General Partner shall determine all matters concerning allocations for tax purposes not expressly provided for herein in its sole discretion.

(b) The General Partner shall cause to be prepared all U.S. federal, state and local tax returns of the Partnership for each year for which such returns are required to be filed and, after approval of such returns by the General Partner, shall cause such returns to be timely filed. The General Partner shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Partnership and the accounting methods and conventions under the tax laws of the United States, the several States and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. The General Partner may cause the Partnership to make or refrain from making any and all elections permitted by such tax laws. Each Partner agrees that he or she shall not, unless he or she provides prior notice of such action to the Partnership, (i) treat, on his or her individual income tax returns, any item of income, gain, loss, deduction or credit relating to his or her interest in the Partnership in a manner inconsistent with the treatment of such item by the Partnership as reflected on the Form K-1 or other information statement furnished by the Partnership to such Partner for use in preparing his or her income tax returns or (ii) file any claim for refund relating to any such item based on, or which would result in, such inconsistent treatment. In respect of an income tax audit of any tax return of the Partnership, the filing of any amended return or claim for refund in connection with any item of income, gain, loss, deduction or credit reflected on any tax return of the Partnership, or any administrative or judicial proceedings arising out of or in connection with any such audit, amended return, claim for refund or denial of such claim, (A) the Tax Matters Partner (as defined below) shall be authorized to act for, and his or her decision shall be final and binding upon, the Partnership and all Partners except to the extent a Partner shall properly elect to be excluded from such proceeding pursuant

to the Code, (B) all expenses incurred by the Tax Matters Partner in connection therewith (including, without limitation, attorneys', accountants' and other experts' fees and disbursements) shall be expenses of the Partnership and (C) no Partner shall have the right to (1) participate in the audit of any Partnership tax return, (2) file any amended return or claim for refund in connection with any item of income, gain, loss, deduction or credit reflected on any tax return of the Partnership (unless he or she provides prior notice of such action to the Partnership as provided above), (3) participate in any administrative or judicial proceedings conducted by the Partnership or the Tax Matters Partner arising out of or in connection with any such audit, amended return, claim for refund or denial of such claim, or (4) appeal, challenge or otherwise protest any adverse findings in any such audit conducted by the Partnership or the Tax Matters Partner or with respect to any such amended return or claim for refund filed by the Partnership or the Tax Matters Partner or in any such administrative or judicial proceedings conducted by the Partnership or the Tax Matters Partner. The Partnership and each Partner hereby designate any Partner selected by the General Partner as the "partnership representative" (as defined under the Code) (the "*Tax Matters Partner*"). To the fullest extent permitted by applicable law, each Partner agrees to indemnify and hold harmless the Partnership and all other Partners from and against any and all liabilities, obligations, damages, deficiencies and expenses resulting from any breach or violation by such Partner of the provisions of this Section 6.7 and from all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including reasonable attorneys' fees and disbursements, incident to any such breach or violation.

(c) Each individual Partner shall provide to the Partnership copies of each U.S. federal, state and local income tax return of such Partner (including any amendment thereof) within 30 days after filing such return.

(d) To the extent the General Partner reasonably determines that the Partnership (or any entity in which the Partnership holds an interest) is or may be required by law to withhold or to make tax payments, including interest and penalties on such amounts, on behalf of or with respect to any Partner, or as a result of a Partner's participation in the Partnership or as a result of a Partner's failure to provide requested tax information, including pursuant to Section 6225 or Section 1446(f) of the Code ("*Tax Advances*"), the General Partner may withhold or escrow such amounts or make such tax payments as so required. All Tax Advances made on behalf of a Partner shall, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such Tax Advances were made or (ii) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds upon dissolution of the Partnership otherwise payable to such Partner. Whenever the General Partner selects option (ii) pursuant to the preceding sentence for repayment of a Tax Advance by a Partner, for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon dissolution of the Partnership) unreduced by the amount of such Tax Advance. To the fullest extent permitted by law, each Partner hereby agrees to indemnify and hold harmless the Partnership and the other Partners from and against any liability (including, without limitation, any liability for taxes, penalties, additions to tax or interest) with respect to income attributable to or distributions or other payments to such Partner. The obligations of a Partner set forth in this Section 6.7(d) shall survive the Withdrawal of any Partner from the Partnership or any Transfer of a Partner's interest.

Section 6.8. Special Basis Adjustments. In connection with any assignment or transfer of a Partnership interest permitted by the terms of this Agreement, the General Partner may cause the Partnership, on behalf of the Partners and at the time and in the manner provided in Treasury Regulations Section 1.754-1(b), to make an election to adjust the basis of the Partnership's property in the manner provided in Sections 734(b) and 743(b) of the Code.

ARTICLE VII

CAPITAL COMMITMENT INTERESTS; CAPITAL CONTRIBUTIONS; ALLOCATIONS; DISTRIBUTIONS

Section 7.1. Capital Commitment Interests, etc.

(a) This Article VII and Article VIII hereof set forth certain terms and conditions with respect to the Capital Commitment Partner Interests and the Capital Commitment BREDS V Interest and matters related to the Capital Commitment Partner Interests and the Capital Commitment BREDS V Interest. Except as otherwise expressly provided in this Article VII or in Article VIII, the terms and provisions of this Article VII and Article VIII shall not apply to the GP-Related Partner Interests or the GP-Related BREDS V Interest.

(b) Each Partner, severally, agrees to make contributions of capital to the Partnership ("*Capital Commitment-Related Capital Contributions*") as required to fund the Partnership's capital contributions to BREDS V or Associates V, in respect of the Capital Commitment BREDS V Interest, if any, and the related Capital Commitment BREDS V Commitment, if any (including, without limitation, funding all or a portion of the Blackstone Capital Commitment). No Partner shall be obligated to make Capital Commitment-Related Capital Contributions to the Partnership in an amount in excess of such Partner's Capital Commitment-Related Commitment. The Commitment Agreements and SMD Agreements, if any, of the Partners may include provisions with respect to the foregoing matters. It is understood that a Partner will not necessarily participate in each Capital Commitment Investment (which may include additional amounts invested in an existing Capital Commitment Investment) nor will a Partner necessarily have the same Capital Commitment Profit Sharing Percentage with respect to (i) the Partnership's portion of the Blackstone Capital Commitment or (ii) the making of each Capital Commitment Investment in which such Partner participates; provided, that this in no way limits the terms of any Commitment Agreement or SMD Agreement. In addition, nothing contained herein shall be construed to give any Partner the right to obtain financing with respect to the purchase of any Capital Commitment Interest, and nothing contained herein shall limit or dictate the terms upon which the Partnership and its Affiliates may provide such financing. The acquisition of a Capital Commitment Interest by a Partner shall be evidenced by receipt by the Partnership of funds equal to such Partner's Capital Commitment-Related Commitment then due with respect to such Capital Commitment Interest and such appropriate documentation as the General Partner may submit to the Partners from time to time.

(c) The Partnership or one of its Affiliates (in such capacity, the "Advancing Party") may in its sole discretion advance to any Partner (including any additional Partner admitted to the Partnership pursuant to Section 6.1 but excluding any Partners that are also executive officers of Blackstone) all or any portion of the Capital Commitment-Related Capital

Contributions due to the Partnership from such Partner with respect to any Capital Commitment Investment (“*Firm Advances*”). Each such Partner shall pay interest to the Advancing Party on each Firm Advance from the date of such Firm Advance until the repayment thereof by such Partner. Each Firm Advance shall be repayable in full, including accrued interest to the date of such repayment, upon prior written notice by the Advancing Party. The making and repayment of each Firm Advance shall be recorded in the books and records of the Partnership, and such recording shall be conclusive evidence of each such Firm Advance, binding on the Partner and the Advancing Party absent manifest error. Except as provided below, the interest rate applicable to a Firm Advance shall equal the cost of funds of the Advancing Party at the time of the making of such Firm Advance. The Advancing Party shall inform any Partner of such rate upon such Partner’s request; provided, that such interest rate shall not exceed the maximum interest rate allowable by applicable law; provided further, that amounts that are otherwise payable to such Partner pursuant to Section 7.4(a) shall be used to repay such Firm Advance (including interest thereon). The Advancing Party may, in its sole discretion, change the terms of Firm Advances (including the terms contained herein) and/or discontinue the making of Firm Advances; provided, that (i) the Advancing Party shall notify the relevant Partners of any material changes to such terms and (ii) the interest rate applicable to such Firm Advances and overdue amounts thereon shall not exceed the maximum interest rate allowable by applicable law.

Section 7.2. Capital Commitment Capital Accounts

(a) There shall be established for each Partner in the books of the Partnership as of the date of formation of the Partnership, or such later date on which such Partner is admitted to the Partnership, and on each such other date as such Partner first acquires a Capital Commitment Interest in a particular Capital Commitment Investment, a Capital Commitment Capital Account for each Capital Commitment Investment in which such Partner acquires a Capital Commitment Interest on such date. Each Capital Commitment-Related Capital Contribution of a Partner shall be credited to the appropriate Capital Commitment Capital Account of such Partner on the date such Capital Commitment-Related Capital Contribution is paid to the Partnership. Capital Commitment Capital Accounts shall be adjusted to reflect any transfer of a Partner’s interest in the Partnership related to his or her Capital Commitment Partner Interest as provided in this Agreement.

(b) A Partner shall not have any obligation to the Partnership or to any other Partner to restore any negative balance in the Capital Commitment Capital Account of such Partner. Until distribution of any such Partner’s interest in the Partnership with respect to a Capital Commitment Interest as a result of the disposition by the Partnership of the related Capital Commitment Investment and in whole upon the dissolution of the Partnership, neither such Partner’s Capital Commitment Capital Accounts nor any part thereof shall be subject to withdrawal or redemption except with the consent of the General Partner.

Section 7.3. Allocations

(a) Capital Commitment Net Income (Loss) of the Partnership for each Capital Commitment Investment shall be allocated to the related Capital Commitment Capital Accounts of all the Partners (including the General Partner) participating in such Capital Commitment Investment in proportion to their respective Capital Commitment Profit Sharing Percentages for such Capital Commitment Investment. Capital Commitment Net Income (Loss) on any Unallocated Capital Commitment Interest shall be allocated to each Partner in the proportion which such Partner's aggregate Capital Commitment Capital Accounts bear to the aggregate Capital Commitment Capital Accounts of all Partners; provided, that if any Partner makes the election provided for in Section 7.6, Capital Commitment Net Income (Loss) of the Partnership for each Capital Commitment Investment shall be allocated to the related Capital Commitment Capital Accounts of all the Partners participating in such Capital Commitment Investment who do not make such election in proportion to their respective Capital Commitment Profit Sharing Percentages for such Capital Commitment Investment.

(b) Any special costs relating to distributions pursuant to Section 7.6 or Section 7.7 shall be specially allocated to the electing Partner.

(c) Notwithstanding the foregoing, the General Partner may make such allocations as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into account facts and circumstances as the General Partner deems reasonably necessary for this purpose.

Section 7.4. Distributions.

(a) Each Partner's allocable portion of Capital Commitment Net Income received from his or her Capital Commitment Investments, distributions to such Partner that constitute returns of capital, and other Capital Commitment Net Income of the Partnership (including, without limitation, Capital Commitment Net Income attributable to Unallocated Capital Commitment Interests) during a Fiscal Year of the Partnership will be credited to payment of the Investor Notes to the extent required below as of the last day of such Fiscal Year (or on such earlier date as related distributions are made in the sole discretion of the General Partner) with any cash amount distributable to such Partner pursuant to clauses (ii) and (vii) below to be distributed within 45 days after the end of each Fiscal Year of the Partnership (or in each case on such earlier date as selected by the General Partner in its sole discretion) as follows (subject to Section 7.4(c) below):

(i) First, to the payment of interest then due on all Investor Notes (relating to Capital Commitment Investments or otherwise) of such Partner (to the extent Capital Commitment Net Income and distributions or payments from Other Sources do not equal or exceed all interest payments due, the selection of those of such Partner's Investor Notes upon which interest is to be paid and the division of payments among such Investor Notes to be determined by the Lender or Guarantor);

(ii) Second, to distribution to the Partner of an amount equal to the U.S. federal, state and local income taxes on income of the Partnership allocated to such Partner for such year in respect of such Partner's Capital Commitment Partner Interest (the aggregate amount of any such distribution shall be determined by the General Partner, subject to the limitation that the minimum aggregate amount of such distribution be the tax that would be payable if the taxable income of the Partnership related to all Partners' Capital Commitment Partner Interests were all allocated to an individual subject to the

then-prevailing maximum rate of U.S. federal, New York State and New York City taxes (including, without limitation, taxes imposed under Sections 1401 and 1411 of the Code), taking into account the type and character (e.g., long-term or short-term capital gain or ordinary or exempt) of such taxable income allocated by the Partnership and the limitations on deductibility of expenses and other items for U.S. federal income tax purposes); provided, that additional amounts shall be paid to the Partner pursuant to this clause (ii) to the extent that such amount reduces the amount otherwise distributable to the Partner pursuant to a comparable provision in any other BE Agreement and there are not sufficient amounts to fully satisfy such provision from the relevant partnership or other entity; provided further, that amounts paid pursuant to the provisions in such other BE Agreements comparable to the immediately preceding proviso shall reduce those amounts otherwise distributable to the Partner pursuant to provisions in such other BE Agreements that are comparable to this clause (ii);

(iii) Third, to the payment in full of the principal amount of the Investor Note financing (A) any Capital Commitment Investment disposed of during or prior to such Fiscal Year or (B) any BE Investments (other than Capital Commitment Investments) disposed of during or prior to such Fiscal Year, to the extent not repaid from Other Sources;

(iv) Fourth, to the return to such Partner of (A) all Capital Commitment-Related Capital Contributions made in respect of the Capital Commitment Interest to which any Capital Commitment Investment disposed of during or prior to such Fiscal Year relates or (B) all capital contributions made to any Blackstone Entity (other than the Partnership) in respect of interests therein relating to BE Investments (other than Capital Commitment Investments) disposed of during or prior to such Fiscal Year (including all principal paid on the related Investor Notes), to the extent not repaid from amounts of Other Sources (other than amounts of Capital Commitment Partner Carried Interest);

(v) Fifth, to the payment of principal (including any previously deferred amounts) then owing under all other Investor Notes of such Partner (including those unrelated to the Partnership), the selection of those of such Partner's Investor Notes to be repaid and the division of payments among such Investor Notes to be determined by the Lender or Guarantor;

(vi) Sixth, up to 50% of any Capital Commitment Net Income remaining after application pursuant to clauses (i) through (v) above shall be applied *pro rata* to prepayment of principal of all remaining Investor Notes of such Partner (including those unrelated to the Partnership), the selection of those of such Partner's Investor Notes to be repaid, the division of payments among such Investor Notes and the percentage of remaining Capital Commitment Net Income to be applied thereto to be determined by the Lender or Guarantor; and

(vii) Seventh, to such Partner to the extent of any amount of Capital Commitment Net Income remaining after making the distributions in clauses (i) through (vi) above, and such amount is not otherwise required to be applied to Investor Notes pursuant to the terms thereof.

To the extent there is a partial disposition of a Capital Commitment Investment or any other BE Investment, as applicable, the payments in clauses (iii) and (iv) above shall be based on that portion of the Capital Commitment Investment or other BE Investment, as applicable, disposed of, and the principal amount and related interest payments of such Investor Note shall be adjusted to reflect such partial payment so that there are equal payments over the remaining term of the related Investor Note. For a Partner who is no longer an employee or officer of Holdings or an Affiliate thereof, distributions shall be made pursuant to clauses (i) through (iii) above, and then, unless the Partnership or its Affiliate has exercised its rights pursuant to Section 8.1 hereof, any remaining income or other distribution in respect of such Partner's Capital Commitment Partner Interest shall be applied to the prepayment of the outstanding Investor Notes of such Partner, until all such Partner's Investor Notes have been repaid in full, with any such income or other distribution remaining thereafter distributed to such Partner.

Distributions of Capital Commitment Net Income may be made at any other time at the discretion of the General Partner. At the General Partner's discretion, any amounts distributed to a Partner in respect of such Partner's Capital Commitment Partner Interest will be net of any interest and principal payable on his or her Investor Notes for the full period in respect of which the distribution is made.

(b) [Intentionally omitted.]

(c) To the extent that the foregoing Partnership distributions and distributions and payments from Other Sources are insufficient to satisfy any principal and/or interest due on Investor Notes, and to the extent that the General Partner in its sole discretion elects to apply this paragraph (c) to any individual payments due, such unpaid interest will be added to the remaining principal amount of such Investor Notes and shall be payable on the next scheduled principal payment date (along with any deferred principal and any principal and interest due on such date); provided, that such deferral shall not apply to a Partner that is no longer an employee or officer of Holdings or its Affiliates. All unpaid interest on such Investor Notes shall accrue interest at the interest rate then in effect for such Investor Notes.

(d) [Intentionally omitted.]

(e) The Capital Commitment Capital Account of each Partner shall be reduced by the amount of any distribution to such Partner pursuant to Section 7.4(a).

(f) At any time that a sale, exchange, transfer or other disposition of a portion of a Capital Commitment Investment is being considered by the Partnership or BREDS V (a "*Capital Commitment Disposable Investment*"), at the election of the General Partner each Partner's Capital Commitment Interest with respect to such Capital Commitment Investment shall be vertically divided into two separate Capital Commitment Interests, a Capital Commitment Interest attributable to the Capital Commitment Disposable Investment (a Partner's "*Capital Commitment Class B Interest*"), and a Capital Commitment Interest attributable to such Capital Commitment Investment excluding the Capital Commitment Disposable Investment (a Partner's "*Capital Commitment Class A Interest*"). Distributions (including those resulting from a direct or indirect sale, transfer, exchange or other disposition by the Partnership) relating to a Capital Commitment Disposable Investment shall be made only to holders of Capital

Commitment Class B Interests with respect to such Capital Commitment Investment in accordance with their respective Capital Commitment Profit Sharing Percentages relating to such Capital Commitment Class B Interests, and distributions (including those resulting from the direct or indirect sale, transfer, exchange or other disposition by the Partnership) relating to a Capital Commitment Investment excluding such Capital Commitment Disposable Investment shall be made only to holders of Capital Commitment Class A Interests with respect to such Capital Commitment Investment in accordance with their respective Capital Commitment Profit Sharing Percentages relating to such Capital Commitment Class A Interests.

(g) (i) If (x) the Partnership is obligated under the Giveback Provisions to contribute a Giveback Amount to BREDS V in respect of any Capital Commitment BREDS V Interest that may be held by the Partnership or (y) Associates V is obligated under the Giveback Provisions to contribute to BREDS V a Giveback Amount with respect to any Capital Commitment BREDS V Interest that may be held by Associates V and the Partnership is obligated to contribute any such amount to Associates V in respect of the Partnership's Capital Commitment Associates V Partner Interest (the amount of any such obligation of the Partnership with respect to such a Giveback Amount in the case of either (x) or (y) being herein called a "*Capital Commitment Giveback Amount*"), the General Partner shall call for such amounts as are necessary to satisfy such obligation of the Partnership as determined by the General Partner, in which case, each Partner and Withdrawn Partner shall contribute to the Partnership, in cash, when and as called by the General Partner, such an amount of prior distributions by the Partnership with respect to the Capital Commitment BREDS V Interest (the "*Capital Commitment Recontribution Amount*") which equals such Partner's pro rata share of prior distributions in connection with (a) the Capital Commitment BREDS V Investment giving rise to the Capital Commitment Giveback Amount, (b) if the amounts contributed pursuant to clause (a) above are insufficient to satisfy such Capital Commitment Giveback Amount, Capital Commitment BREDS V Investments other than the one giving rise to such obligation, and (c) if the Capital Commitment Giveback Amount pursuant to the applicable BREDS V Agreement is unrelated to a specific Capital Commitment BREDS V Investment, all Capital Commitment BREDS V Investments. Each Partner shall promptly contribute to the Partnership upon notice thereof such Partner's Capital Commitment Recontribution Amount. Prior to such time, the General Partner may, at the General Partner's discretion (but shall be under no obligation to), provide notice that in the General Partner's judgment, the potential obligations in respect of the Capital Commitment Giveback Amount will probably materialize (and an estimate of the aggregate amount of such obligations).

(ii) (A) In the event any Partner (a "*Capital Commitment Defaulting Party*") fails to recontribute all or any portion of such Capital Commitment Defaulting Party's Capital Commitment Recontribution Amount for any reason, the General Partner shall require all other Partners and Withdrawn Partners to contribute, on a *pro rata* basis (based on each of their respective Capital Commitment Profit Sharing Percentages), such amounts as are necessary to fulfill the Capital Commitment Defaulting Party's obligation to pay such Capital Commitment Defaulting Party's Capital Commitment Recontribution Amount (a "*Capital Commitment Deficiency Contribution*") if the General Partner determines in its good faith judgment that the Partnership will be unable to collect such amount in cash from such Capital Commitment Defaulting Party for payment of the Capital Commitment Giveback Amount at least 20 Business Days prior to the latest date

that the Partnership is permitted to pay the Capital Commitment Giveback Amount; provided, that no Partner shall as a result of such Capital Commitment Deficiency Contribution be required to contribute an amount in excess of 150% of the amount of the Capital Commitment Recontribution Amount initially requested from such Partner in respect of such default. Thereafter, the General Partner shall determine in its good faith judgment that the Partnership should either (1) not attempt to collect such amount in light of the costs associated therewith, the likelihood of recovery and any other factors considered relevant in the good faith judgment of the General Partner or (2) pursue any and all remedies (at law or equity) available to the Partnership against the Capital Commitment Defaulting Party, the cost of which shall be a Partnership expense to the extent not ultimately reimbursed by the Capital Commitment Defaulting Party. It is agreed that the Partnership shall have the right (effective upon such Capital Commitment Defaulting Party becoming a Capital Commitment Defaulting Party) to set-off as appropriate and apply against such Capital Commitment Defaulting Party's Capital Commitment Recontribution Amount any amounts otherwise payable to the Capital Commitment Defaulting Party by the Partnership or any Affiliate thereof. Each Partner hereby grants to the General Partner a security interest, effective upon such Partner becoming a Capital Commitment Defaulting Party, in all accounts receivable and other rights to receive payment from the Partnership or any Affiliate of the Partnership and agrees that, upon the effectiveness of such security interest, the General Partner may sell, collect or otherwise realize upon such collateral. In furtherance of the foregoing, each Partner hereby appoints the General Partner as its true and lawful attorney-in-fact with full irrevocable power and authority, in the name of such Partner or in the name of the Partnership, to take any actions which may be necessary to accomplish the intent of the immediately preceding sentence. The General Partner shall be entitled to collect interest on the Capital Commitment Recontribution Amount of a Capital Commitment Defaulting Party from the date such Capital Commitment Recontribution Amount was required to be contributed to the Partnership at a rate equal to the Default Interest Rate.

(B) Any Partner's failure to make a Capital Commitment Deficiency Contribution shall cause such Partner to be a Capital Commitment Defaulting Party with respect to such amount.

(iii) A Partner's obligation to make contributions to the Partnership under this Section 7.4(g) shall survive the termination of the Partnership.

Section 7.5. Valuations.

Capital Commitment Investments shall be valued annually as of the end of each year (and at such other times as deemed appropriate by the General Partner) in accordance with the principles utilized by Associates V (or any other Affiliate of the Partnership that is a general partner of BREDS V) in valuing investments of BREDS V or, in the case of investments not held by BREDS V, in the good faith judgment of the General Partner, subject in each case to the second proviso of the immediately succeeding sentence. The value of any Capital Commitment Interest as of any date (the "*Capital Commitment Value*") shall be based on the value of the underlying Capital Commitment Investment as set forth above; provided, that the Capital Commitment Value may be determined as of an earlier date if determined appropriate by the

General Partner in good faith; provided further, that such value may be adjusted by the General Partner to take into account factors relating solely to the value of a Capital Commitment Interest (as compared to the value of the underlying Capital Commitment Investment), such as restrictions on transferability, the lack of a market for such Capital Commitment Interest and lack of control of the underlying Capital Commitment Investment. To the full extent permitted by applicable law such valuations shall be final and binding on all Partners; provided further, that the immediately preceding proviso shall not apply to any Capital Commitment Interests held by a person who is or was at any time a direct member or partner of a General Partner of the Partnership.

Section 7.6. Disposition Election

(a) At any time prior to the date of the Partnership's execution of a definitive agreement to dispose of a Capital Commitment Investment, the General Partner may in its sole discretion permit a Partner to retain all or any portion of its *pro rata* share of such Capital Commitment Investment (as measured by such Partner's Capital Commitment Profit Sharing Percentage in such Capital Commitment Investment). If the General Partner so permits, such Partner shall instruct the General Partner in writing prior to such date (i) not to dispose of all or any portion of such Partner's *pro rata* share of such Capital Commitment Investment (the "*Retained Portion*") and (ii) either to (A) distribute such Retained Portion to such Partner on the closing date of such disposition or (B) retain such Retained Portion in the Partnership on behalf of such Partner until such time as such Partner shall instruct the General Partner upon 5 days' notice to distribute such Retained Portion to such Partner. Such Partner's Capital Commitment Capital Account shall not be adjusted in any way to reflect the retention in the Partnership of such Retained Portion or the Partnership's disposition of other Partners' *pro rata* shares of such Capital Commitment Investment; provided, that such Partner's Capital Commitment Capital Account shall be adjusted upon distribution of such Retained Portion to such Partner or upon distribution of proceeds with respect to a subsequent disposition thereof by the Partnership.

(b) No distribution of such Retained Portion shall occur unless any Investor Notes relating thereto shall have been paid in full prior to or simultaneously with such distribution.

Section 7.7. Capital Commitment Special Distribution Election

(a) From time to time during the term of this Agreement, the General Partner may in its sole discretion, upon receipt of a written request from a Partner, distribute to such Partner any portion of its *pro rata* share of a Capital Commitment Investment (as measured by such Partner's Capital Commitment Profit Sharing Percentage in such Capital Commitment Investment) (a "*Capital Commitment Special Distribution*"). Such Partner's Capital Commitment Capital Account shall be adjusted upon distribution of such Capital Commitment Special Distribution.

(b) No Capital Commitment Special Distributions shall occur unless any Investor Notes relating thereto shall have been paid in full prior to or simultaneously with such Capital Commitment Special Distribution.

ARTICLE VIII

WITHDRAWAL, ADMISSION OF NEW PARTNERS

Section 8.1. Partner Withdrawal; Repurchase of Capital Commitment Interests.

(a) Capital Commitment Interests (or a portion thereof) that were financed by Investor Notes will be treated as Non-Contingent for purposes hereof based upon the proportion of (a) the sum of Capital Commitment-Related Capital Contributions not financed by an Investor Note with respect to each Capital Commitment Interest and principal payments on the related Investor Note to (b) the sum of the Capital Commitment-Related Capital Contributions not financed by an Investor Note with respect to such Capital Commitment Interest, the original principal amount of such Investor Note and all deferred amounts of interest which from time to time comprise part of the principal amount of the Investor Note. A Partner may prepay a portion of any outstanding principal on the Investor Notes; provided, that in the event that a Partner prepays all or any portion of the principal amount of the Investor Notes within nine months prior to the date on which such Partner is no longer an employee or officer of Holdings or an Affiliate thereof, the Partnership (or its designee) shall have the right, in its sole discretion, to purchase the Capital Commitment Interest that became Non-Contingent as a result of such prepayment; provided further, that the purchase price for such Capital Commitment Interest shall be determined in accordance with the determination of the purchase price of a Partner's Contingent Capital Commitment Interests as set forth in paragraph (b) below. Prepayments made by a Partner shall apply *pro rata* against all of such Partner's Investor Notes; provided, that such Partner may request that such prepayments be applied only to Investor Notes related to BE Investments that are related to one or more Blackstone Entities specified by such Partner. Except as expressly provided herein, Capital Commitment Interests that were not financed in any respect with Investor Notes shall be treated as Non-Contingent Capital Commitment Interests.

(b) (i) Upon a Partner ceasing to be an officer or employee of the Partnership or any of its Affiliates, other than as a result of such Partner dying or suffering a Total Disability, such Partner and the Partnership or any other person designated by the General Partner shall each have the right (exercisable by the Withdrawn Partner within 30 days and by the Partnership or its designee(s) within 45 days after such Partner's ceasing to be such an officer or employee) or any time thereafter, upon 30 days' notice, but not the obligation, to require the Partnership (subject to the prior consent of the General Partner, such consent not to be unreasonably withheld or delayed), subject to the Partnership Act, to buy (in the case of exercise of such right by such Withdrawn Partner) or the Withdrawn Partner to sell (in the case of exercise of such right by the Partnership or its designee(s)) all (but not less than all) such Withdrawn Partner's Contingent Capital Commitment Interests.

(ii) The purchase price for each such Contingent Capital Commitment Interest shall be an amount equal to (A) the outstanding principal amount of the related Investor Note plus accrued interest thereon to the date of purchase (such portion of the purchase price to be paid in cash) and (B) an additional amount (the "*Adjustment Amount*") equal to (x) all interest paid by the Partner on the portion of the principal amount of such Investor Note(s) relating to the portion of the related Capital Commitment Interest remaining Contingent and to be repurchased, plus (y) all Capital Commitment Net Losses allocated to the Withdrawn Partner on such

Contingent portion of such Capital Commitment Interest, minus (z) all Capital Commitment Net Income allocated to the Withdrawn Partner on the Contingent portion of such Capital Commitment Interest; provided, that, if the Withdrawn Partner was terminated from employment or his or her position as an officer for Cause, all amounts referred to in clause (x) or (y) of the Adjustment Amount, in the General Partner's sole discretion, may be deemed to equal zero. The Adjustment Amount shall, if positive, be payable by the holders of the purchased Capital Commitment Interests to the Withdrawn Partner from the next Capital Commitment Net Income received by such holders on the Contingent portion of such Withdrawn Partner's Capital Commitment Interests at the time such Capital Commitment Net Income is received. If the Adjustment Amount is negative, it shall be payable to the holders of the purchased Capital Commitment Interest by the Withdrawn Partner (A) from the next Capital Commitment Net Income on the Non-Contingent portion of the Withdrawn Partner's Capital Commitment Interests at the time such Capital Commitment Net Income is received by the Withdrawn Partner, or (B) if the Partnership or its designee(s) elect to purchase such Withdrawn Partner's Non-Contingent Capital Commitment Interests, in cash by the Withdrawn Partner at the time of such purchase; provided, that the Partnership and its Affiliates may offset any amounts otherwise owing to a Withdrawn Partner against any Adjustment Amount owed by such Withdrawn Partner. Until so paid, such remaining Adjustment Amount will not itself bear interest. At the time of such purchase of the Withdrawn Partner's Contingent Capital Commitment Interests, his or her related Investor Note shall be payable in full.

(iii) Upon such Partner ceasing to be such an officer or employee, all Investor Notes shall become fully recourse to the Withdrawn Partner in his or her individual capacity (whether or not the Withdrawn Partner or the Partnership or its designee(s) exercises the right to require repurchase of the Withdrawn Partner's Contingent Capital Commitment Interests).

(iv) If neither the Withdrawn Partner nor the Partnership nor its designee(s) exercises the right to require repurchase of such Contingent Capital Commitment Interests, then the Withdrawn Partner shall retain the Contingent portion of his or her Capital Commitment Interests and the Investor Notes shall remain outstanding, shall become fully recourse to the Withdrawn Partner in his or her individual capacity, shall be payable in accordance with their remaining original maturity schedules and shall be prepayable at any time by the Withdrawn Partner at his or her option, and the Partnership shall apply such prepayments against outstanding Investor Notes on a *pro rata* basis.

(v) To the extent that another Partner purchases a portion of a Capital Commitment Interest of a Withdrawn Partner, the purchasing Partner's Capital Commitment Capital Account and Capital Commitment Profit Sharing Percentage for such Capital Commitment Investment shall be correspondingly increased.

(c) Upon the occurrence of a Final Event with respect to any Partner, such Partner shall thereupon cease to be a Partner with respect to such Partner's Capital Commitment Partner Interest. If such a Final Event shall occur, no Successor in Interest to any such Partner shall for any purpose hereof become or be deemed to become a Partner. The sole right, as against the Partnership and the remaining Partners, acquired hereunder by, or resulting hereunder to, a Successor in Interest to any Partner shall be to receive any distributions and allocations with

respect to such Partner's Capital Commitment Partner Interest pursuant to Article VII and this Article VIII (subject to the right of the Partnership to purchase the Capital Commitment Interests of such former Partner pursuant to Section 8.1(b) or Section 8.1(d)), to the extent, at the time, in the manner and in the amount otherwise payable to such Partner had such a Final Event not occurred, and no other right shall be acquired hereunder by, or shall result hereunder to, a Successor in Interest to such Partner, whether by operation of law or otherwise and the Partnership shall be entitled to treat any Successor in Interest to such Partner as the only person entitled to receive distributions and allocations hereunder. Until distribution of any such Partner's interest in the Partnership upon the dissolution of the Partnership as provided in Section 9.2, neither his or her Capital Commitment Capital Accounts nor any part thereof shall be subject to withdrawal or redemption without the consent of the General Partner. The General Partner shall be entitled to treat any Successor in Interest to such Partner as the only person entitled to receive distributions and allocations hereunder with respect to such Partner's Capital Commitment Partner Interest.

(d) If a Partner dies or suffers a Total Disability, all Contingent Capital Commitment Interests of such Partner shall be purchased by the Partnership or its designee (within 30 days of the first date on which the Partnership knows or has reason to know of such Partner's death or Total Disability) (and the purchase price for such Contingent Capital Commitment Interests shall be determined in accordance with Section 8.1(b) (except that any Adjustment Amount shall be payable by or to such Partner's estate, personal representative or other Successor in Interest, in cash)), and any Investor Notes financing such Contingent Capital Commitment Interests shall thereupon be prepaid as provided in Section 8.1(b). Upon such Partner's death or Total Disability, any Investor Note(s) financing such Contingent Capital Commitment Interests shall become fully recourse. In addition, in the case of the death or Total Disability of a Partner, if the estate, personal representative or other Successor in Interest of such Partner, so requests in writing within 180 days after the Partner's death or ceasing to be an employee or member (directly or indirectly) of the Partnership or any of its Affiliates by reason of Total Disability (such requests shall not exceed one per calendar year), the Partnership or its designee may but is not obligated to purchase for cash all (but not less than all) Non-Contingent Capital Commitment Interests of such Partner as of the last day of the Partnership's then current Fiscal Year at a price equal to the Capital Commitment Value thereof as of the most recent valuation prior to the date of purchase. Each Partner shall be required to include appropriate provisions in his or her will to reflect such provisions of this Agreement. In addition, the Partnership may, in the sole discretion of the General Partner, upon notice to the estate, personal representative or other Successor in Interest of such Partner, within 30 days of the first date on which the General Partner knows or has reason to know of such Partner's death or Total Disability, determine either (i) to distribute Securities or other property to the estate, personal representative or other Successor in Interest, in exchange for such Non-Contingent Capital Commitment Interests as provided in Section 8.1(e) or (ii) to require sale of such Non-Contingent Capital Commitment Interests to the Partnership or its designee as of the last day of any Fiscal Year of the Partnership (or earlier period, as determined by the General Partner in its sole discretion) for an amount in cash equal to the Capital Commitment Value thereof.

(e) In lieu of retaining a Withdrawn Partner as a Partner with respect to any Non-Contingent Capital Commitment Interests, the General Partner may, in its sole discretion, by notice to such Withdrawn Partner within 45 days of his or her ceasing to be an employee or officer of the Partnership or any of its Affiliates, or at any time thereafter, upon 30 days written notice, determine (1) to distribute to such Withdrawn Partner the pro rata portion of the Securities or other property underlying such Withdrawn Partner's Non-Contingent Capital Commitment Interests, subject to any restrictions on distributions associated with the Securities or other property, in satisfaction of his or her Non-Contingent Capital Commitment Interests in the Partnership or (2) to cause, as of the last day of any Fiscal Year of the Partnership (or earlier period, as determined by the General Partner in its sole discretion), the Partnership or another person designated by the General Partner (who may be itself another Partner or another Affiliate of the Partnership) to purchase all (but not less than all) of such Withdrawn Partner's Non-Contingent Capital Commitment Interests for a price equal to the Capital Commitment Value thereof (determined in good faith by the General Partner as of the most recent valuation prior to the date of purchase). The General Partner shall condition any distribution or purchase of voting Securities pursuant to paragraph (d) above or this paragraph (e) upon the Withdrawn Partner's execution and delivery to the Partnership of an appropriate irrevocable proxy, in favor of the General Partner or its nominee, relating to such Securities.

(f) The Partnership may subsequently transfer any Unallocated Capital Commitment Interest or portion thereof which is purchased by it as described above to any other person approved by the General Partner. In connection with such purchase or transfer or the purchase of a Capital Commitment Interest or portion thereof by the General Partner's designee(s), Holdings may loan all or a portion of the purchase price of the transferred or purchased Capital Commitment Interest to the Partnership, the transferee or the designee-purchaser(s), as applicable (excluding any of the foregoing who is an executive officer of Blackstone Inc. or any Affiliate thereof). To the extent that a Withdrawn Partner's Capital Commitment Interests (or portions thereof) are repurchased by the Partnership and not transferred to or purchased by another person, all or any portion of such repurchased Capital Commitment Interests may, in the sole discretion of the General Partner, (i) be allocated to each Partner already participating in the Capital Commitment Investment to which the repurchased Capital Commitment Interest relates, (ii) be allocated to each Partner in the Partnership, whether or not already participating in such Capital Commitment Investment, and/or (iii) continue to be held by the Partnership itself as an unallocated Capital Commitment Investment (such Capital Commitment Interests being herein called "*Unallocated Capital Commitment Interests*"). To the extent that a Capital Commitment Interest is allocated to Partners as provided in clause (i) and/or (ii) above, any indebtedness incurred by the Partnership to finance such repurchase shall also be allocated to such Partners. All such Capital Commitment Interests allocated to Partners shall be deemed to be Contingent and shall become Non-Contingent as and to the extent that the principal amount of such related indebtedness is repaid. The Partners receiving such allocations shall be responsible for such related indebtedness only on a nonrecourse basis to the extent appropriate as provided in this Agreement, except as otherwise provided in this Section 8.1 and except as such Partners and the General Partner shall otherwise agree; provided, that such indebtedness shall become fully recourse to the extent and at the time provided in this Section 8.1. If the indebtedness financing such repurchased interests is not to be non-recourse or so limited, the Partnership may require an assumption by the Partners of such indebtedness on the terms thereof as a precondition to allocation of the related Capital Commitment Interests to such Partners; provided, that a Partner shall not, except as set forth in his or her Investor Note(s), be obligated to accept any obligation that is personally recourse (except as provided in this Section 8.1), unless his or her prior consent is obtained. So long as the Partnership itself retains the

Unallocated Capital Commitment Interests pursuant to clause (iii) above, such Unallocated Capital Commitment Interests shall belong to the Partnership and any indebtedness financing the Unallocated Capital Commitment Interests shall be an obligation of the Partnership to which all income of the Partnership is subject except as otherwise agreed by the lender of such indebtedness. Any Capital Commitment Net Income (Loss) on an Unallocated Capital Commitment Interest shall be allocated to each Partner in the proportion his or her aggregate Capital Commitment Capital Accounts bear to the aggregate Capital Commitment Capital Accounts of all Partners; debt service on such related financing will be an expense of the Partnership allocable to all Partners in such proportions.

(g) If a Partner is required to Withdraw from the Partnership with respect to such Partner's Capital Commitment Partner Interest for Cause, then his or her Capital Commitment Interest shall be settled in accordance with paragraphs (a)-(f) and (j) of this Section 8.1; provided, that if such Partner was not at any time a direct partner of a General Partner of the Partnership, the General Partner may elect (but shall not be required) to apply any or all the following terms and conditions to such settlement:

(i) purchase for cash all of such Withdrawn Partner's Non-Contingent Capital Commitment Interests. The purchase price for each such Non-Contingent Capital Commitment Interest shall be the lower of (A) the original cost of such Non-Contingent Capital Commitment Interest or (B) an amount equal to the Capital Commitment Value thereof (determined as of the most recent valuation prior to the date of the purchase of such Non-Contingent Capital Commitment Interest);

(ii) allow the Withdrawn Partner to retain such Non-Contingent Capital Commitment Interests; provided, that the maximum amount of Capital Commitment Net Income allocable to such Withdrawn Partner with respect to any Capital Commitment Investment shall equal the amount of Capital Commitment Net Income that would have been allocated to such Withdrawn Partner if such Capital Commitment Investment had been sold as of the Settlement Date at the then prevailing Capital Commitment Value thereof; or

(iii) in lieu of cash, purchase such Non-Contingent Capital Commitment Interests by providing the Withdrawn Partner with a promissory note in the amount determined in (i) above. Such promissory note shall have a maximum term of ten (10) years with interest at the Federal Funds Rate.

(h) The Partnership will assist a Withdrawn Partner or his or her estate or guardian, as the case may be, in the settlement of the Withdrawn Partner's Capital Commitment Partner Interest in the Partnership. Third party costs incurred by the Partnership in providing this assistance will be borne by the Withdrawn Partner or his or her estate.

(i) The General Partner may reasonably determine in good faith to retain outside professionals to provide the assistance to Withdrawn Partners or their estates or guardians, as referred to above. In such instances, the General Partner will obtain the prior approval of a Withdrawn Partner or his or her estate or guardian, as the case may be, prior to engaging such professionals. If the Withdrawn Partner (or his or her estate or guardian) declines to incur such costs, the General Partner will provide such reasonable assistance as and when it can so as not to interfere with the Partnership's day-to-day operating, financial, tax and other related responsibilities to the Partnership and the Partners.

(j) Each Partner hereby irrevocably appoints the General Partner as such Partner's true and lawful agent, representative and attorney-in-fact, each acting alone, in such Partner's name, place and stead, to make, execute, sign and file, on behalf of such Partner, any and all agreements, instruments, consents, ratifications, documents and certificates which such General Partner deems necessary or advisable in connection with any transaction or matter contemplated by or provided for in this Section 8.1, including, without limitation, the performance of any obligation of such Partner or the Partnership or the exercise of any right of such Partner or the Partnership. Such power of attorney is coupled with an interest and shall survive and continue in full force and effect notwithstanding the Withdrawal from the Partnership of any Partner for any reason and shall not be affected by the death, disability or incapacity of such Partner.

Section 8.2. Transfer of Partner's Capital Commitment Interest. Except as otherwise agreed by the General Partner, no Partner or former Partner shall have the right to sell, assign, mortgage, pledge, grant a security interest over, or otherwise dispose of or transfer ("*Transfer*") all or part of any such Partner's Capital Commitment Partner Interest in the Partnership; provided, that this Section 8.2 shall in no way impair (i) Transfers as permitted in Section 8.1 above, in the case of the purchase of a Withdrawn Partner's or Deceased or Totally Disabled Partner's Capital Commitment Interests, (ii) with the prior written consent of the General Partner, which shall not be unreasonably withheld, Transfers by a Partner to another Partner of Non-Contingent Capital Commitment Interests, (iii) Transfers with the prior written consent of the General Partner (which consent may be granted or withheld in its sole discretion without giving any reason therefor) and (iv) with the prior written consent of the General Partner, which shall not be unreasonably withheld, Transfers of up to 25% of a Limited Partner's Capital Commitment Partner Interest to an Estate Planning Vehicle (it being understood that it shall not be unreasonable for the General Partner to condition any Transfer of an Interest pursuant to this clause (iv) on the satisfaction of certain conditions and/or requirements imposed by the General Partner in connection with any such Transfer, including, for example, a requirement that any transferee of an Interest hold such Interest as a passive, non-voting interest in the Partnership). The General Partner shall designate that each Estate Planning Vehicle shall not have voting rights (any such Partner being called a "*Nonvoting Partner*"). Such Partner shall be jointly and severally liable for all obligations of both such Partner and such Nonvoting Partner with respect to the interest transferred (including the obligation to make additional Capital Commitment-Related Capital Contributions). The General Partner may at its sole option exercisable at any time require such Estate Planning Vehicle to Withdraw from the Partnership on the terms of Section 8.1 and Article VI. No person acquiring an interest in the Partnership pursuant to this Section 8.2 shall become a Partner of the Partnership, or acquire such Partner's right to participate in the affairs of the Partnership, unless such person shall be admitted as a Partner pursuant to Section 6.1. A Partner shall not cease to be a Partner of the Partnership upon the collateral assignment of, or the pledging or granting of a security interest in, its entire Interest in the Partnership in accordance with the provisions of this Agreement.

Section 8.3. Compliance with Law. Notwithstanding any provision hereof to the contrary, no sale or Transfer of a Capital Commitment Interest in the Partnership may be made except in compliance with all U.S. federal, state and other applicable laws, including U.S. federal and state securities laws.

ARTICLE IX

DISSOLUTION

Section 9.1. Dissolution. The Partnership shall be dissolved and subsequently terminated:

- (a) pursuant to Section 6.6; or
- (b) upon the expiration of the term of the Partnership.

Section 9.2. Final Distribution. Upon the dissolution of the Partnership, and following the payment of creditors of the Partnership and the making of provisions for the payment of any contingent, conditional or unmatured claims known to the Partnership as required under the Partnership Act:

- (a) The Partners' respective interests in the Partnership shall be valued and settled in accordance with the procedures set forth in Section 6.5 which provide for allocations to the GP-Related Capital Accounts of the Partners and distributions in accordance with the GP-Related Capital Account balances of the Partners; and
- (b) With respect to each Partner's Capital Commitment Partner Interest, an amount shall be paid to such Partner in cash or Securities in an amount equal to such Partner's respective Capital Commitment Liquidating Share for each Capital Commitment Investment; provided, that if the remaining assets relating to any Capital Commitment Investment shall not be equal to or exceed the aggregate Capital Commitment Liquidating Shares for such Capital Commitment Investment, to each Partner in proportion to its Capital Commitment Liquidating Share for such Capital Commitment Investment; and the remaining assets of the Partnership related to the Partners' Capital Commitment Partner Interests shall be paid to the Partners in cash or Securities in proportion to their respective Capital Commitment Profit Sharing Percentages for each Capital Commitment Investment from which such cash or Securities are derived.
- (c) The General Partner shall be the liquidator. In the event that the General Partner is unable to serve as liquidator, a liquidating trustee shall be chosen by the affirmative vote of a Majority in Interest of the Partners voting at a meeting of Partners (excluding Nonvoting Special Partners).

Section 9.3. Amounts Reserved Related to Capital Commitment Partner Interests. (a) If there are any Securities or other property or other investments or securities related to the Partners' Capital Commitment Partner Interests which, in the judgment of the liquidator, cannot be sold, or properly distributed in kind in the case of dissolution, without sacrificing a significant portion of the value thereof, the value of a Partner's interest in each such

Security or other investment or security may be excluded from the amount distributed to the Partners participating in the related Capital Commitment Investment pursuant to Section 9.2(b). Any interest of a Partner, including his or her *pro rata* interest in any gains, losses or distributions, in Securities or other property or other investments or securities so excluded shall not be paid or distributed until such time as the liquidator shall determine.

(b) If there is any pending transaction, contingent liability or claim by or against the Partnership related to the Partners' Capital Commitment Partner Interests as to which the interest or obligation of any Partner therein cannot, in the judgment of the liquidator, be then ascertained, the value thereof or probable loss therefrom may be deducted from the amount distributable to such Partner pursuant to Section 9.2(b). No amount shall be paid or charged to any such Partner on account of any such transaction or claim until its final settlement or such earlier time as the liquidator shall determine. The Partnership may meanwhile retain from other sums due such Partner in respect of such Partner's Capital Commitment Partner Interest an amount which the liquidator estimates to be sufficient to cover the share of such Partner in any probable loss or liability on account of such transaction or claim.

(c) Upon determination by the liquidator that circumstances no longer require the exclusion of any Securities or other property or retention of sums as provided in paragraphs (a) and (b) of this Section 9.3, the liquidator shall, at the earliest practicable time, distribute as provided in Section 9.2(b) such sums or such Securities or other property or the proceeds realized from the sale of such Securities or other property to each Partner from whom such sums or Securities or other property were withheld.

ARTICLE X

MISCELLANEOUS

Section 10.1. Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any and all disputes which cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of this arbitration provision as well as any and all disputes arising out of, relating to or in connection with the termination, liquidation or winding up of the Partnership), whether arising during the existence of the Partnership or at or after its termination or during or after the liquidation or winding up of the Partnership, shall be finally settled by arbitration conducted by a single arbitrator in New York, New York U.S.A., in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the dispute fail to agree on the selection of an arbitrator within thirty (30) days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the General Partner may bring, or may cause the Partnership to bring, on behalf of the General Partner or the Partnership or on behalf of one or more Partners, an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), each Partner (i) expressly consents to the application of paragraph (c) of this Section 10.1 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the General Partner as such Partner's agent for service of process in connection with any such action or proceeding and agrees that service of process upon any such agent, who shall promptly advise such Partner of any such service of process, shall be deemed in every respect effective service of process upon the Partner in any such action or proceeding.

(c) (i) EACH PARTNER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (B) OF THIS SECTION 10.1, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the forum(s) designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another.

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in paragraph (c)(i) of this Section 10.1 and such parties agree not to plead or claim the same.

(d) Notwithstanding any provision of this Agreement to the contrary, this Section 10.1 shall be construed to the maximum extent possible to comply with the laws of the State of Delaware, including the Delaware Uniform Arbitration Act (10 Del. C. § 5701 et seq.) (the "*Delaware Arbitration Act*"). If, nevertheless, it shall be determined by a court of competent jurisdiction that any provision or wording of this Section 10.1, including any rules of the International Chamber of Commerce, shall be invalid or unenforceable under the Delaware Arbitration Act, or other applicable law, such invalidity shall not invalidate all of this Section 10.1. In that case, this Section 10.1 shall be construed so as to limit any term or provision so as to make it valid or enforceable within the requirements of the Delaware Arbitration Act or other applicable law, and, in the event such term or provision cannot be so limited, this Section 10.1 shall be construed to omit such invalid or unenforceable provision.

Section 10.2. Ownership and Use of the Blackstone Name. The Partnership acknowledges 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 U.S.A., (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 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 sole discretion by giving the Partnership written notice of termination. Promptly following any such termination, the Partnership will take all steps necessary to change its partnership 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 10.3. Written Consent. Any action required or permitted to be taken by a vote of Partners at a meeting may be taken without a meeting if a Majority in Interest of the Partners consent thereto in writing.

Section 10.4. Letter Agreements; Schedules. The General Partner may, or may cause the Partnership to, enter or has previously entered, into separate letter agreements with individual Partners, officers or employees with respect to GP-Related Profit Sharing Percentages, Capital Commitment Profit Sharing Percentages, benefits or any other matter, which letter agreements have the effect of establishing rights under, or altering or supplementing, the terms of this Agreement with respect to any such Partner and such matters. The parties hereto agree that any rights established, or any terms of this Agreement altered or supplemented, in any such separate letter agreement, including any Commitment Agreement or SMD Agreement, shall govern solely with respect to such Partner notwithstanding any other provision of this Agreement. The General Partner may from time to time execute and deliver to the Partners schedules which set forth the then current capital balances, GP-Related Profit Sharing Percentages and Capital Commitment Profit Sharing Percentages of the Partners and any other matters deemed appropriate by the General Partner. Such schedules shall be for information purposes only and shall not be deemed to be part of this Agreement for any purpose whatsoever; provided, that this in no way limits the effectiveness of any Commitment Agreement or SMD Agreement.

Section 10.5. Governing Law; Separability of Provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. In particular, the Partnership has been formed pursuant to the Partnership Act, and the rights and liabilities of the Partners shall be as provided therein, except as herein otherwise expressly provided. If any provision of this Agreement shall be held to be invalid, such provision shall be given its meaning to the maximum extent permitted by law and the remainder of this Agreement shall not be affected thereby.

Section 10.6. Successors and Assigns; Third Party Beneficiaries. This Agreement shall be binding upon and shall, subject to the penultimate sentence of Section 6.3(a), inure to the benefit of the parties hereto, their respective heirs and personal representatives, and any successor to a trustee of a trust which is or becomes a party hereto; provided, that no person claiming by, through or under a Partner (whether such Partner's heir, personal representative or otherwise), as distinct from such Partner itself, shall have any rights as, or in respect to, a Partner (including the right to approve or vote on any matter or to notice thereof) except the right to receive only those distributions expressly payable to such person pursuant to Article VI and Article VIII. Any Partner or Withdrawn Partner shall remain liable for the obligations under this Agreement (including any Net GP-Related Recontribution Amounts and any Capital Commitment Recontribution Amounts) of any transferee of all or any portion of such Partner's or Withdrawn Partner's interest in the Partnership, unless waived by the General Partner. The Partnership shall, if the General Partner determines in its good faith judgment, based on the standards set forth in Section 5.8(d)(ii)(A) and Section 7.4(g)(ii)(A), to pursue such transferee, pursue payment (including any Net GP-Related Recontribution Amounts and/or Capital Commitment Recontribution Amounts) from the transferee with respect to any such obligations. Nothing in this Agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, on any person other than the Partners and their respective legal representatives, heirs, successors and permitted assigns. Notwithstanding the foregoing, solely to the extent required by the BREDS V Agreements, (x) the limited partners in BREDS V shall be third-party beneficiaries of the provisions of Section 5.8(d)(i)(A) and Section 5.8(d)(ii)(A) (and the definitions relating thereto), solely as they relate to any Clawback Amount or Interim Clawback Amount (for purpose of this sentence, as defined in paragraphs 4.2.9(b) or 9.2.8(b), as applicable, of the BREDS V Partnership Agreement), and (y) the amendment of the provisions of Section 5.8(d)(i)(A) and Section 5.8(d)(ii)(A) (and the definitions relating thereto), solely as they relate to any Clawback Amount or Interim Clawback Amount (for purpose of this sentence, as defined in paragraphs 4.2.9(b) or 9.2.8(b), as applicable, of the BREDS V Partnership Agreement), shall be effective against such limited partners only with a Combined Limited Partner Consent (as such term is defined in the BREDS V Partnership Agreement) unless such amendment does not adversely affect such limited partners' rights under paragraph 9.2.8 of the BREDS V Partnership Agreement.

Section 10.7. Confidentiality. (a) By executing this Agreement, each Partner expressly agrees, at all times during the term of the Partnership and thereafter and whether or not at the time a Partner of the Partnership, to maintain the confidentiality of, and not to disclose to any person other than the Partnership, another Partner or a person designated by the Partnership, any information relating to the business, financial structure, financial position or financial results, clients or affairs of the Partnership that shall not be generally known to the public or the securities industry, except as otherwise required by law or by any regulatory or self-regulatory organization having jurisdiction; provided, that any corporate Partner may disclose any such information it is required by law, rule, regulation or custom to disclose. Notwithstanding anything in this Agreement to the contrary, to comply with Treasury Regulations Section 1.6011-4(b)(3)(i), each Partner (and any 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, (1) the name of, or any other identifying information regarding (a) the Partners or any existing or future investor (or any Affiliate thereof) in any of the Partners, or (b) any investment or transaction entered into by the Partners; (2) any performance information relating to any of the Partners or their investments; and (3) any performance or other information relating to previous funds or investments sponsored by any of the Partners, does not constitute such tax treatment or tax structure information.

(b) Nothing in this Agreement shall prohibit or impede any Partner from communicating, cooperating or filing a complaint on possible violations of U.S. federal, state or local law or regulation to or with any governmental agency or regulatory authority (collectively, a “Governmental Entity”), including, but not limited to, the SEC, FINRA, EEOC or NLRB, or from making other disclosures to any Governmental Entity that are protected under the whistleblower provisions of U.S. federal, state or local law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. Each Partner understands and acknowledges that (a) an individual shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a U.S. federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (b) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order. Moreover, a Partner shall not be required to give prior notice to (or get prior authorization from) Blackstone regarding any such communication or disclosure. Except as otherwise provided in this paragraph or under applicable law, under no circumstance is any Partner authorized to disclose any information covered by Blackstone or its affiliates’ attorney-client privilege or attorney work product or Blackstone’s trade secrets without the prior written consent of Blackstone.

Section 10.8. Notices. Whenever notice is required or permitted by this Agreement to be given, such notice shall be in writing (including telecopy or similar writing) and shall be given by hand delivery (including any courier service) or telecopy to any Partner at its address or telecopy number shown in the Partnership’s books and records or, if given to the General Partner, at the address or telecopy number of the Partnership in New York City. Each such notice shall be effective (i) if given by telecopy, upon dispatch and (ii) if given by hand delivery, when delivered to the address of such Partner, the General Partner or the Partnership specified as aforesaid.

Section 10.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a single instrument. For the avoidance of doubt, a Person’s execution and delivery of this Agreement by electronic signature and electronic transmission (jointly, an “*Electronic Signature*”), including via DocuSign or other similar method, shall constitute the execution and delivery of a counterpart of this Agreement by or on behalf of such Person and shall bind such Person to the terms of this Agreement. The parties hereto agree that this Agreement and any additional information incidental hereto may be maintained as electronic records. Any Person executing and delivering this Agreement by an Electronic Signature further agrees to take any and all reasonable additional actions, if any, evidencing its intent to be bound by the terms of this Agreement, as may be reasonably requested by the General Partner.

Section 10.10. Power of Attorney. Each Partner hereby irrevocably appoints the General Partner as such Partner's true and lawful representative and attorney-in-fact, each acting alone, in such Partner's name, place and stead, to make, execute, sign and file all instruments, documents and certificates which, from time to time, may be required to set forth any amendment to this Agreement or may be required by this Agreement or by the laws of the United States of America, the State of Delaware or any other state in which the Partnership shall determine to do business, or any political subdivision or agency thereof, to execute, implement and continue the valid and subsisting existence of the Partnership. Such power of attorney is coupled with an interest and shall survive and continue in full force and effect notwithstanding the subsequent Withdrawal from the Partnership of any Partner for any reason and shall not be affected by the subsequent disability or incapacity of such Partner.

Section 10.11. Partner's Will. Each Partner and Withdrawn Partner shall include in his or her will a provision that addresses certain matters in respect of his or her obligations relating to the Partnership that is satisfactory to the General Partner and each such Partner and Withdrawn Partner shall confirm annually to the Partnership, in writing, that such provision remains in his or her current will. Where applicable, any estate planning trust of such Partner or Withdrawn Partner to which a portion of such Partner's or Withdrawn Partner's Interest is transferred shall include a provision substantially similar to such provision and the trustee of such trust shall confirm annually to the Partnership, in writing, that such provision or its substantial equivalent remains in such trust. In the event any Partner or Withdrawn Partner fails to comply with the provisions of this Section 10.11 after the Partnership has notified such Partner or Withdrawn Partner of his or her failure to so comply and such failure to so comply is not cured within 30 days of such notice, the Partnership may withhold any and all distributions to such Partner until the time at which such party complies with the requirements of this Section 10.11.

Section 10.12. Cumulative Remedies. Rights and remedies under this Agreement are cumulative and do not preclude use of other rights and remedies available under applicable law.

Section 10.13. Legal Fees. Except as more specifically provided herein, in the event of a legal dispute (including litigation, arbitration or mediation) between any Partner or Withdrawn Partner and the Partnership, arising in connection with any party seeking to enforce Section 4.1(d) or any other provision of this Agreement relating to the Holdback, the Clawback Amount, the GP-Related Giveback Amount, the Capital Commitment Giveback Amount, the Net GP-Related Recontribution Amount or the Capital Commitment Recontribution Amount, the "losing" party to such dispute shall promptly reimburse the "victorious party" for all reasonable legal fees and expenses incurred in connection with such dispute (such determination to be made by the relevant adjudicator). Any amounts due under this Section 10.13 shall be paid within 30 days of the date upon which such amounts are due to be paid and such amounts remaining unpaid after such date shall accrue interest at the Default Interest Rate.

Section 10.14. Entire Agreement; Modifications. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. Subject to Section 10.4, this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. Except as provided herein, this Agreement may be amended or modified at any time by the General Partner in its sole discretion, upon notification thereof to the Limited Partners.

* * *

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written. In the event that it is impracticable to obtain the signature of any one or more of the Partners to this Agreement, this Agreement shall be binding among the other Partners executing the same.

GENERAL PARTNER:

BREDS V GP L.L.C.

By: Blackstone Holdings IV L.P., as Member

By: Blackstone Holdings IV GP L.P., its general partner

By: Blackstone Holdings IV GP Management (Delaware) L.P., its
general partner

By: Blackstone Holdings IV GP Management L.L.C., its general partner

By: /s/ Victoria Portnoy

Name: Victoria Portnoy

Title: Managing Director – Assistance Secretary

[BREDS V L.P. – A&R LPA – Signature Page]

LIMITED PARTNERS AND SPECIAL PARTNERS:

Limited Partners and Special Partners now admitted pursuant to powers of attorney now and hereafter granted to BREDS V GP L.L.C.

BREDS V GP L.L.C.

By: Blackstone Holdings IV L.P., as Member

By: Blackstone Holdings IV GP L.P., its general partner

By: Blackstone Holdings IV GP Management (Delaware) L.P., its
general partner

By: Blackstone Holdings IV GP Management L.L.C., its general partner

By: /s/ Victoria Portnoy

Name: Victoria Portnoy

Title: Managing Director – Assistance Secretary

[BREDS V L.P. – A&R LPA – Signature Page]

INITIAL LIMITED PARTNER:

By: /s/ Scott Mathias

Scott Mathias, as Initial Limited Partner, to reflect his
withdrawal from the Partnership

[BREDS V L.P. – A&R LPA – Signature Page]

Chief Executive Officer Certification

I, Stephen A. Schwarzman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 of Blackstone Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2025

/s/ Stephen A. Schwarzman
Stephen A. Schwarzman
Chief Executive Officer

Chief Financial Officer Certification

I, Michael S. Chae, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 of Blackstone Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2025

/s/ Michael S. Chae

Michael S. Chae
Chief Financial Officer

**Certification of the Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Blackstone Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen A. Schwarzman, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 7, 2025

/s/ Stephen A. Schwarzman

Stephen A. Schwarzman
Chief Executive Officer

* The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.

**Certification of the Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Blackstone Inc. (the “Company”) on Form 10-Q for the quarter ended September 30, 2025 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Michael S. Chae, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 7, 2025

/s/ Michael S. Chae

Michael S. Chae

Chief Financial Officer

* The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.