

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 March 31, 2023
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: 001-35538

The Carlyle Group Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

45-2832612
(I.R.S. Employer
Identification No.)

1001 Pennsylvania Avenue, NW
Washington, DC, 20004-2505
(Address of principal executive offices) (Zip Code)

(202) 729-5626
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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	CG	The Nasdaq Global Select Market
4.625% Subordinated Notes due 2061 of Carlyle Finance L.L.C.	CGABL	The Nasdaq Global Select Market

As of May 3, 2023, there were 362,114,917 shares of common stock of the registrant outstanding.

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, 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 Accelerated filer
Non-accelerated filer Smaller reporting company
Emerging growth company

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

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Forward-Looking Statements

This report may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements include, but are not limited to, statements related to our expectations regarding the performance of our business, our financial results, our liquidity and capital resources, contingencies, our dividend policy, and other non-historical statements. You can identify these forward-looking statements by the use of words such as “outlook,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “seeks,” “approximately,” “predicts,” “intends,” “plans,” “estimates,” “anticipates” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks, uncertainties and assumptions. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements including, but not limited to, those described under the sections entitled “Risk Factors” in this report and in our Annual Report on Form 10-K for the year ended December 31, 2022 filed with the United States Securities and Exchange Commission (“SEC”) on February 9, 2023, as such factors may be updated from time to time in our periodic filings with the 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 with the SEC. We undertake no obligation to publicly update or review any forward-looking statements, whether as a result of new information, future developments or otherwise, except as required by applicable law.

Website and Social Media Disclosure

We use our website (www.carlyle.com), our corporate Facebook page (www.facebook.com/onecarlyle), our corporate Twitter account (@OneCarlyle or www.twitter.com/onecarlyle), our corporate Instagram account (@onecarlyle or www.instagram.com/onecarlyle), our corporate LinkedIn account (www.linkedin.com/company/the-carlyle-group), our corporate YouTube channel (www.youtube.com/user/onecarlyle), and our corporate WeChat account (ID: gh_3e34f090ec20) as channels of distribution of material company information. For example, financial and other material information regarding our company is routinely posted on and accessible at www.carlyle.com. 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 Carlyle when you enroll your email address by visiting the “Email Alerts” section at <http://ir.carlyle.com/email-alerts>. The contents of our website and social media channels are not, however, a part of this Quarterly Report on Form 10-Q and are not incorporated by reference herein.

On January 1, 2020, we completed our conversion from a Delaware limited partnership named The Carlyle Group L.P. into a Delaware Corporation named The Carlyle Group Inc. (the conversion, together with such restructuring steps and related transactions, the “Conversion”).

Unless the context suggests otherwise, references in this report to “Carlyle,” the “Company,” “we,” “us” and “our” refer to The Carlyle Group Inc. and its consolidated subsidiaries. When we refer to our “senior Carlyle professionals,” we are referring to the partner-level personnel of our firm. References in this report to the ownership of the senior Carlyle professionals include the ownership of personal planning vehicles of these individuals. When we refer to the “Carlyle Holdings partnerships” or “Carlyle Holdings,” we are referring to Carlyle Holdings I L.P., Carlyle Holdings II L.P., and Carlyle Holdings III L.P., which prior to the Conversion were the holding partnerships through which the Company and our senior Carlyle professionals and other holders of Carlyle Holdings partnership units owned their respective interests in our business.

“Carlyle funds,” “our funds” and “our investment funds” refer to the investment funds and vehicles advised by Carlyle.

“Carry funds” generally refers to closed-end investment vehicles, in which commitments are drawn down over a specified investment period, and in which the general partner receives a special residual allocation of income from limited partners, which we refer to as carried interest, in the event that specified investment returns are achieved by the fund. Disclosures referring to carry funds will also include the impact of certain commitments which do not earn carried interest, but are either part of or associated with our carry funds. The rate of carried interest, as well as the share of carried interest allocated to Carlyle, may vary across the carry fund platform. Carry funds generally include the following investment vehicles across our three business segments:

- Global Private Equity: Buyout, middle market and growth capital, real estate, infrastructure and natural resources funds advised by Carlyle, as well as certain energy funds advised by our strategic partner NGP Energy Capital Management (“NGP”) in which Carlyle is entitled to receive a share of carried interest (“NGP Carry Funds”)

- Global Credit: Opportunistic credit, aircraft finance, and other closed-end credit funds advised by Carlyle
- Global Investment Solutions: Funds and vehicles advised by AlpInvest Partners B.V. (“AlpInvest”), which include primary fund, secondary and portfolio financing, and co-investment strategies

Carry funds specifically exclude certain legacy Abingworth funds in which Carlyle is not entitled to receive a share of carried interest, collateralized loan obligation vehicles (“CLOs”), our business development companies and associated managed accounts, as well as capital raised from a strategic third-party investor which directly invests in Fortitude (defined below) alongside a carry fund.

For an explanation of the fund acronyms used throughout this Quarterly Report on Form 10-Q, refer to “Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operation – Our Global Investment Offerings.”

“Fortitude” refers to Fortitude Group Holdings, LLC (“Fortitude Holdings”) prior to October 1, 2021 and to FGH Parent, L.P. (“FGH Parent”) as of October 1, 2021. On October 1, 2021, the owners of Fortitude Holdings contributed their interests to FGH Parent such that FGH Parent became the direct parent of Fortitude Holdings. Fortitude Holdings owns 100% of the outstanding common shares of Fortitude Reinsurance Company Ltd., a Bermuda domiciled reinsurer (“Fortitude Re”). See Note 4 to the condensed consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for more information regarding the Company’s strategic investment in Fortitude.

“Fee-earning assets under management” or “Fee-earning AUM” refers to the assets we manage or advise from which we derive recurring fund management fees. Our Fee-earning AUM is generally based on one of the following, once fees have been activated:

- the amount of limited partner capital commitments, generally for carry funds where the original investment period has not expired, for AlpInvest carry funds during the commitment fee period;
- the remaining amount of limited partner invested capital at cost, generally for carry funds and certain co-investment vehicles where the original investment period has expired, as well as one of our business development companies;
- the amount of aggregate fee-earning collateral balance of our CLOs and other securitization vehicles, as defined in the fund indentures (typically exclusive of equities and defaulted positions) as of the quarterly cut-off date;
- the external investor portion of the net asset value of certain carry funds;
- the fair value of Fortitude’s general account assets invested under the strategic advisory services agreement;
- the gross assets (including assets acquired with leverage), excluding cash and cash equivalents, of one of our business development companies and certain carry funds; or
- the lower of cost or fair value of invested capital, generally for AlpInvest carry funds where the commitment fee period has expired and certain carry funds where the investment period has expired.

“Assets under management” or “AUM” refers to the assets we manage or advise. Our AUM generally equals the sum of the following:

- the aggregate fair value of our carry funds and related co-investment vehicles, and separately managed accounts, plus the capital that Carlyle is entitled to call from investors in those funds and vehicles (including Carlyle commitments to those funds and vehicles and those of senior Carlyle professionals and employees) pursuant to the terms of their capital commitments to those funds and vehicles;
- the amount of aggregate collateral balance and principal cash or aggregate principal amount of the notes of our CLOs and other structured products (inclusive of all positions);
- the net asset value of certain carry funds;
- the fair value of Fortitude’s general account assets covered by the strategic advisory services agreement; and
- the gross assets (including assets acquired with leverage) of our business development companies, plus the capital that Carlyle is entitled to call from investors in those vehicles pursuant to the terms of their capital commitments to those vehicles.

We include in our calculation of AUM and Fee-earning AUM certain energy and renewable resources funds that we jointly advise with Riverstone Holdings L.L.C. (“Riverstone”) and the NGP Carry Funds that are advised by NGP. Our

calculation of AUM also includes third-party capital raised for the investment in Fortitude through a Carlyle-affiliated investment fund and from a strategic investor which directly invests in Fortitude alongside the fund. The total AUM and Fee-earning AUM related to the strategic advisory services agreement with Fortitude is inclusive of the net asset value of investments in Carlyle products. These amounts are also reflected in the AUM and Fee-earning AUM of the strategy in which they are invested.

For most of our carry funds, total AUM includes the fair value of the capital invested, whereas Fee-earning AUM includes the amount of capital commitments or the remaining amount of invested capital, depending on whether the original investment period for the fund has expired. As such, Fee-earning AUM may be greater than total AUM when the aggregate fair value of the remaining investments is less than the cost of those investments.

Our calculations of AUM and Fee-earning AUM may differ from the calculations of other asset managers. As a result, these measures may not be comparable to similar measures presented by other asset managers. In addition, our calculation of AUM (but not Fee-earning AUM) includes uncalled commitments to, and the fair value of invested capital in, our investment funds from Carlyle and our personnel, regardless of whether such commitments or invested capital are subject to management fees, incentive fees or performance allocations. Our calculations of AUM or Fee-earning AUM are not based on any definition of AUM or Fee-earning AUM that is set forth in the agreements governing the investment funds that we manage or advise.

“Perpetual Capital” refers to the assets we manage or advise which have an indefinite term and for which there is no immediate requirement to return capital to investors upon the realization of investments made with such capital, except as required by applicable law. Perpetual Capital may be materially reduced or terminated under certain conditions, including reductions from changes in valuations and payments to investors, including through elections by investors to redeem their investments, dividend payments, and other payment obligations, as well as the termination of or failure to renew the respective investment advisory agreements. Perpetual Capital includes: (a) assets managed under the strategic advisory services agreement with Fortitude, (b) our Core Plus real estate fund, (c) our business development companies and certain other direct lending products, (d) our Interval Fund and (e) Carlyle AlpInvest Private Markets Fund (“CAPM”), our open-ended, retail-oriented product.

“Legacy Energy Funds” include Energy III, Energy IV, and Renew II and are managed with Riverstone and its affiliates. The investment periods for these funds have expired and the remaining investments in each fund are being disposed of in the ordinary course of business. The impact of these funds is no longer significant to our results of operations.

“Metropolitan” refers to Metropolitan Real Estate Management, LLC, which was included in the Global Investment Solutions business segment prior to its sale on April 1, 2021.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

**The Carlyle Group Inc.
Condensed Consolidated Balance Sheets
(Dollars in millions)**

	March 31, 2023	December 31, 2022
	(Unaudited)	
Assets		
Cash and cash equivalents	\$ 1,010.1	\$ 1,360.7
Cash and cash equivalents held at Consolidated Funds	228.8	209.0
Restricted cash	16.8	0.8
Corporate treasury investments	102.0	20.0
Investments, including accrued performance allocations of \$7,134.0 million and \$7,117.7 million as of March 31, 2023 and December 31, 2022, respectively	10,784.1	10,767.9
Investments of Consolidated Funds	7,067.3	6,894.4
Due from affiliates and other receivables, net	499.3	579.4
Due from affiliates and other receivables of Consolidated Funds, net	100.6	101.9
Fixed assets, net	141.8	139.9
Lease right-of-use assets, net	331.5	337.0
Deposits and other	111.1	78.4
Intangible assets, net	866.4	897.8
Deferred tax assets	14.1	15.8
Total assets	\$ 21,273.9	\$ 21,403.0
Liabilities and equity		
Debt obligations	\$ 2,275.6	\$ 2,271.7
Loans payable of Consolidated Funds	6,085.9	5,905.2
Accounts payable, accrued expenses and other liabilities	304.8	369.2
Accrued compensation and benefits	3,894.2	4,320.9
Due to affiliates	314.1	362.5
Deferred revenue	411.7	126.4
Deferred tax liabilities	389.5	402.7
Other liabilities of Consolidated Funds	250.8	279.3
Lease liabilities	494.9	502.9
Accrued giveback obligations	40.9	40.9
Total liabilities	14,462.4	14,581.7
Commitments and contingencies		
Common stock, \$0.01 par value, 100,000,000,000 shares authorized (362,056,444 and 362,298,650 shares issued and outstanding as of March 31, 2023 and December 31, 2022, respectively)	3.6	3.6
Additional paid-in-capital	3,195.5	3,138.5
Retained earnings	3,280.9	3,401.1
Accumulated other comprehensive loss	(305.2)	(322.2)
Non-controlling interests in consolidated entities	636.7	600.3
Total equity	6,811.5	6,821.3
Total liabilities and equity	\$ 21,273.9	\$ 21,403.0

See accompanying notes.

The Carlyle Group Inc.
Condensed Consolidated Statements of Operations
(Unaudited)
(Dollars in millions, except share and per share data)

	Three Months Ended March 31,	
	2023	2022
Revenues		
Fund management fees	\$ 500.8	\$ 450.5
Incentive fees	19.8	14.0
Investment income		
Performance allocations	160.8	710.2
Principal investment income	11.7	319.6
Total investment income	172.5	1,029.8
Interest and other income	44.0	25.8
Interest and other income of Consolidated Funds	121.9	61.7
Total revenues	859.0	1,581.8
Expenses		
Compensation and benefits		
Cash-based compensation and benefits	260.2	254.3
Equity-based compensation	54.4	39.7
Performance allocations and incentive fee related compensation	105.7	370.7
Total compensation and benefits	420.3	664.7
General, administrative and other expenses	159.2	106.3
Interest	29.7	27.8
Interest and other expenses of Consolidated Funds	93.7	42.8
Other non-operating expenses	0.1	0.3
Total expenses	703.0	841.9
Other income		
Net investment income of Consolidated Funds	3.6	2.8
Income before provision for income taxes	159.6	742.7
Provision for income taxes	34.3	147.9
Net income	125.3	594.8
Net income attributable to non-controlling interests in consolidated entities	24.6	23.2
Net income attributable to The Carlyle Group Inc.	\$ 100.7	\$ 571.6
Net income attributable to The Carlyle Group Inc. per common share (see Note 12)		
Basic	\$ 0.28	\$ 1.60
Diluted	\$ 0.28	\$ 1.57
Weighted-average common shares		
Basic	362,944,260	357,574,838
Diluted	365,357,833	363,010,282

Substantially all revenue is earned from affiliates of the Company. See accompanying notes.

The Carlyle Group Inc.
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)
(Dollars in millions)

	Three Months Ended	
	March 31,	
	2023	2022
Net income	\$ 125.3	\$ 594.8
Other comprehensive income (loss)		
Foreign currency translation adjustments	19.8	(39.8)
Defined benefit plans		
Unrealized gain (loss) for the period	0.3	(1.8)
Less: reclassification adjustment for gain (loss) during the period, included in cash-based compensation and benefits expense	(0.1)	0.3
Other comprehensive income (loss)	20.0	(41.3)
Comprehensive income	145.3	553.5
Comprehensive income attributable to non-controlling interests in consolidated entities	27.6	17.4
Comprehensive income attributable to The Carlyle Group Inc.	\$ 117.7	\$ 536.1

See accompanying notes.

The Carlyle Group Inc.
Condensed Consolidated Statements of Changes in Equity
(Unaudited)
(Dollars and shares in millions)

	Common Shares	Common Stock	Additional Paid-in-Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interests in Consolidated Entities	Total Equity
Balance at December 31, 2022	362.3	\$ 3.6	\$ 3,138.5	\$ 3,401.1	\$ (322.2)	\$ 600.3	\$ 6,821.3
Shares repurchased	(3.0)	—	—	(100.3)	—	—	(100.3)
Equity-based compensation	—	—	54.8	—	—	—	54.8
Shares issued for equity-based awards	2.8	—	—	—	—	—	—
Dividend-equivalent rights on certain equity-based awards	—	—	2.2	(2.2)	—	—	—
Contributions	—	—	—	—	—	18.7	18.7
Dividends and distributions	—	—	—	(118.4)	—	(9.9)	(128.3)
Net income	—	—	—	100.7	—	24.6	125.3
Currency translation adjustments	—	—	—	—	16.8	3.0	19.8
Defined benefit plans, net	—	—	—	—	0.2	—	0.2
Balance at March 31, 2023	362.1	\$ 3.6	\$ 3,195.5	\$ 3,280.9	\$ (305.2)	\$ 636.7	\$ 6,811.5

	Common Shares	Common Stock	Additional Paid-in- Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interests in Consolidated Entities	Total Equity
Balance at December 31, 2021	355.4	\$ 3.6	\$ 2,717.6	\$ 2,805.3	\$ (247.5)	\$ 427.2	\$ 5,706.2
Shares repurchased	(1.7)	—	—	(80.4)	—	—	(80.4)
Equity-based compensation	—	—	39.0	—	—	—	39.0
Shares issued for equity-based awards	3.2	—	—	—	—	—	—
Shares issued for performance allocations	0.6	—	31.3	—	—	—	31.3
Shares issued related to the acquisition of CBAM	4.2	—	194.5	—	—	—	194.5
Contributions	—	—	—	—	—	146.8	146.8
Distributions	—	—	—	(89.5)	—	(147.1)	(236.6)
Net income	—	—	—	571.6	—	23.2	594.8
Currency translation adjustments	—	—	—	—	(34.0)	(5.8)	(39.8)
Defined benefit plans, net	—	—	—	—	(1.5)	—	(1.5)
Balance at March 31, 2022	361.7	\$ 3.6	\$ 2,982.4	\$ 3,207.0	\$ (283.0)	\$ 444.3	\$ 6,354.3

See accompanying notes.

The Carlyle Group Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(Dollars in millions)

	Three Months Ended March 31,	
	2023	2022
Cash flows from operating activities		
Net income	\$ 125.3	\$ 594.8
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	44.0	19.4
Equity-based compensation	54.4	39.7
Non-cash performance allocations and incentive fees, net	(36.7)	(300.8)
Non-cash principal investment income	(7.7)	(315.3)
Other non-cash amounts	10.8	5.3
Consolidated Funds related:		
Realized/unrealized (gain) loss on investments of Consolidated Funds	(145.0)	43.4
Realized/unrealized (gain) loss from loans payable of Consolidated Funds	141.4	(46.2)
Purchases of investments by Consolidated Funds	(386.6)	(1,025.9)
Proceeds from sale and settlements of investments by Consolidated Funds	332.5	1,113.7
Non-cash interest income, net	(3.7)	(2.7)
Change in cash and cash equivalents held at Consolidated Funds	(20.8)	(21.1)
Change in other receivables held at Consolidated Funds	7.1	(6.0)
Change in other liabilities held at Consolidated Funds	(32.8)	(34.1)
Purchases of investments	(18.5)	(307.5)
Proceeds from the sale of investments	78.6	158.3
Payments of contingent consideration	(68.6)	(5.7)
Changes in deferred taxes, net	(15.1)	110.9
Change in due from affiliates and other receivables	16.9	(9.5)
Change in deposits and other	(33.9)	(39.8)
Change in accounts payable, accrued expenses and other liabilities	(63.9)	(14.3)
Change in accrued compensation and benefits	(371.9)	(580.1)
Change in due to affiliates	(0.2)	(0.2)
Change in lease right-of-use assets and lease liabilities	(2.8)	(2.5)
Change in deferred revenue	284.7	254.5
Net cash used in operating activities	(112.5)	(371.7)
Cash flows from investing activities		
Purchases of corporate treasury investments	(101.1)	—
Proceeds from corporate treasury investments	20.1	—
Purchases of fixed assets, net	(12.9)	(12.3)
Purchase of CBAM intangibles and investments, net	—	(618.4)
Net cash used in investing activities	(93.9)	(630.7)
Cash flows from financing activities		
Payments on CLO borrowings	(1.1)	(8.9)
Proceeds from CLO borrowings, net of financing costs	—	40.8
Net borrowings (payments) on loans payable of Consolidated Funds	68.7	(21.8)
Dividends to common stockholders	(118.4)	(89.5)
Payment of deferred consideration for Carlyle Holdings units	(68.8)	(68.8)
Contributions from non-controlling interest holders	18.7	146.8
Distributions to non-controlling interest holders	(9.9)	(147.1)
Common shares issued for performance allocations	—	31.3
Common shares repurchased	(100.3)	(80.4)
Change in due to/from affiliates financing activities	74.6	33.1
Net cash used in financing activities	(136.5)	(164.5)
Effect of foreign exchange rate changes	8.3	(17.4)
Decrease in cash, cash equivalents and restricted cash	(334.6)	(1,184.3)
Cash, cash equivalents and restricted cash, beginning of period	1,361.5	2,475.1
Cash, cash equivalents and restricted cash, end of period	\$ 1,026.9	\$ 1,290.8
Supplemental non-cash disclosures		
Issuance of common shares related to the acquisition of CBAM	\$ —	\$ 194.5
Reconciliation of cash, cash equivalents and restricted cash, end of period:		
Cash and cash equivalents	\$ 1,010.1	\$ 1,290.2
Restricted cash	16.8	0.6
Total cash, cash equivalents and restricted cash, end of period	\$ 1,026.9	\$ 1,290.8
Cash and cash equivalents held at Consolidated Funds	\$ 228.8	\$ 168.9

See accompanying notes.

**Notes to the Condensed Consolidated Financial Statements
(Unaudited)****1. Organization and Basis of Presentation**

Carlyle is one of the world's largest global investment firms that deploys private capital across its business through three reportable segments: Global Private Equity, Global Credit and Global Investment Solutions (see Note 15). In the Global Private Equity segment, Carlyle advises buyout, growth, real estate, infrastructure and natural resources funds. The primary areas of focus for the Global Credit segment are liquid credit, private credit, real assets credit, and other credit such as insurance solutions, loan syndication and capital markets. The Global Investment Solutions segment provides investment opportunities and resources for investors and clients through secondary purchases and financing of existing portfolios, managed co-investment programs and primary fund investments. Carlyle typically serves as the general partner, investment manager or collateral manager, making day-to-day investment decisions concerning the assets of these products.

Basis of Presentation

The accompanying financial statements include the accounts of the Company and its consolidated subsidiaries. In addition, certain Carlyle-affiliated funds, related co-investment entities and certain CLOs managed by the Company (collectively, the "Consolidated Funds") have been consolidated in the accompanying financial statements pursuant to accounting principles generally accepted in the United States ("U.S. GAAP"), as described in Note 2. The consolidation of the Consolidated Funds generally has a gross-up effect on assets, liabilities and cash flows, and generally has no effect on the net income attributable to the Company. The economic ownership interests of the other investors in the Consolidated Funds are reflected as non-controlling interests in consolidated entities in the accompanying condensed consolidated financial statements (see Note 2).

The accompanying condensed consolidated financial statements have been prepared in accordance with U.S. GAAP for interim financial information. These statements, including notes, have not been audited, exclude some of the disclosures required for annual financial statements, and should be read in conjunction with the audited consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 filed with the United States Securities and Exchange Commission ("SEC"). 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. In the opinion of management, the condensed consolidated financial statements reflect all adjustments, consisting of normal recurring accruals, which are necessary for the fair presentation of the financial condition and results of operations for the interim periods presented.

2. Summary of Significant Accounting Policies**Principles of Consolidation**

The Company consolidates all entities that it controls either through a majority voting interest or as the primary beneficiary of variable interest entities ("VIEs").

The Company evaluates (1) whether it holds a variable interest in an entity, (2) whether the entity is a VIE, and (3) whether the Company's involvement would make it the primary beneficiary. In evaluating whether the Company holds a variable interest, fees (including management fees, incentive fees and performance allocations) that are customary and commensurate with the level of services provided, and where the Company does not hold other economic interests in the entity that would absorb more than an insignificant amount of the expected losses or returns of the entity, are not considered variable interests. The Company considers all economic interests, including indirect interests, to determine if a fee is considered a variable interest.

For those entities where the Company holds a variable interest, the Company determines whether each of these entities qualifies as a VIE and, if so, whether or not the Company is the primary beneficiary. The assessment of whether the entity is a VIE is generally performed qualitatively, which requires judgment. These judgments include: (a) determining whether the equity investment at risk is sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) evaluating whether the equity holders, as a group, can make decisions that have a significant effect on the economic performance of the entity, (c) determining whether two or more parties' equity interests should be aggregated, and (d) determining whether the equity investors have proportionate voting rights to their obligations to absorb losses or rights to receive returns from an entity.

For entities that are determined to be VIEs, the Company consolidates those entities where it has concluded it is the primary beneficiary. The primary beneficiary is defined as the variable interest holder with (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. In evaluating whether the

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Company is the primary beneficiary, the Company evaluates its economic interests in the entity held either directly or indirectly by the Company.

As of March 31, 2023, assets and liabilities of the consolidated VIEs reflected in the unaudited condensed consolidated balance sheets were \$7.4 billion and \$6.3 billion, respectively. As of December 31, 2022, assets and liabilities of the consolidated VIEs reflected in the unaudited condensed consolidated balance sheets were \$7.2 billion and \$6.2 billion, respectively. Except to the extent of the consolidated assets of the VIEs, the holders of the consolidated VIEs' liabilities generally do not have recourse to the Company.

The Company's Consolidated Funds are primarily CLOs, which are VIEs that issue loans payable that are backed by diversified collateral asset portfolios consisting primarily of loans or structured debt. In exchange for managing the collateral for the CLOs, the Company earns investment management fees, including in some cases subordinated management fees and contingent incentive fees. In cases where the Company consolidates the CLOs (primarily because of a retained interest that is significant to the CLO), those management fees and contingent incentive fees have been eliminated as intercompany transactions. As of March 31, 2023, the Company held \$112.7 million of investments in these CLOs which represents its maximum risk of loss. The Company's investments in these CLOs are generally subordinated to other interests in the entities and entitle the Company to receive a pro rata portion of the residual cash flows, if any, from the entities. Investors in the CLOs have no recourse against the Company for any losses sustained in the CLO structure. The Company's Consolidated Funds also include certain investment funds in our Global Private Equity segment that are accounted for as consolidated VIEs due to the Company providing financing to bridge investment purchases. As of March 31, 2023, the Company held \$376.5 million of notes receivable from these investment funds which represents its maximum risk of loss.

Entities that do not qualify as VIEs are generally assessed for consolidation as voting interest entities. Under the voting interest entity model, the Company consolidates those entities it controls through a majority voting interest.

All significant inter-entity transactions and balances of entities consolidated have been eliminated.

Investments in Unconsolidated Variable Interest Entities

The Company holds variable interests in certain VIEs that are not consolidated because the Company is not the primary beneficiary, including its investments in certain CLOs and certain AlpInvest vehicles, as well as its strategic investment in NGP Management Company, L.L.C. ("NGP Management" and, together with its affiliates, "NGP"). Refer to Note 4 for information on the strategic investment in NGP. The Company's involvement with such entities is in the form of direct or indirect equity interests and fee arrangements. The maximum exposure to loss represents the loss of assets recognized by the Company relating to its variable interests in these unconsolidated entities.

The assets recognized in the Company's unaudited condensed consolidated balance sheets related to the Company's variable interests in these non-consolidated VIEs were as follows:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Investments	\$ 1,084.9	\$ 1,124.0
Accrued performance allocations	455.0	406.0
Management fee receivables	43.3	49.6
Total	<u>\$ 1,583.2</u>	<u>\$ 1,579.6</u>

These amounts represent the Company's maximum exposure to loss related to the unconsolidated VIEs as of March 31, 2023 and December 31, 2022.

Basis of Accounting

The accompanying financial statements are prepared in accordance with U.S. GAAP. Management has determined that the Company's Funds are investment companies under U.S. GAAP for the purposes of financial reporting. U.S. GAAP for an investment company requires investments to be recorded at estimated fair value and the unrealized gains and/or losses in an investment's fair value are recognized on a current basis in the statements of operations. Additionally, the Funds do not consolidate their majority-owned and controlled investments (the "Portfolio Companies"). In the preparation of these unaudited condensed consolidated financial statements, the Company has retained the specialized accounting for the Funds.

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All of the investments held and notes issued by the Consolidated Funds are presented at their estimated fair values in the Company's condensed consolidated balance sheets. Interest and other income of the Consolidated Funds, interest expense and other expenses of the Consolidated Funds, and net investment income (losses) of Consolidated Funds are included in the Company's unaudited condensed consolidated statements of operations.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make assumptions and estimates that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Management's estimates are based on historical experiences and other factors, including expectations of future events that management believes to be reasonable under the circumstances. It also requires management to exercise judgment in the process of applying the Company's accounting policies. Assumptions and estimates regarding the valuation of investments and their resulting impact on performance allocations and incentive fees involve a higher degree of judgment and complexity and these assumptions and estimates may be significant to the consolidated financial statements and the resulting impact on performance allocations and incentive fees. Actual results could differ from these estimates and such differences could be material.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting, under which the purchase price of the acquisition is allocated to the assets acquired and liabilities assumed using the fair values determined by management as of the acquisition date. Contingent consideration obligations that are elements of consideration transferred are recognized as of the acquisition date as part of the fair value transferred in exchange for the acquired business. Acquisition-related costs incurred in connection with a business combination are expensed as incurred.

Revenue Recognition

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. Revenue is recognized when the Company transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled to in exchange for those goods or services. ASC 606 includes a five-step framework that requires an entity to: (i) identify the contract(s) with a customer, which includes assessing the collectability of the consideration to which it will be entitled in exchange for the goods or services transferred to the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when the entity satisfies a performance obligation.

The Company accounts for performance allocations that represent a performance-based capital allocation from fund limited partners to the Company (commonly known as "carried interest") as earnings from financial assets within the scope of ASC 323, *Investments — Equity Method and Joint Ventures*, and therefore are not in the scope of ASC 606. In accordance with ASC 323, the Company records equity method income (losses) as a component of investment income based on the change in its proportionate claim on net assets of the investment fund, including performance allocations, assuming the investment fund was liquidated as of each reporting date pursuant to each fund's governing agreements. See Note 4 for additional information on the components of investments and investment income. Performance fees that do not meet the definition of performance-based capital allocations are in the scope of ASC 606 and are included in incentive fees in the unaudited condensed consolidated statements of operations. The calculation of unrealized performance revenues utilizes investment valuations of the funds' underlying investments, which are derived using the policies, methodologies and templates prepared by the Company's valuation group, as described in Note 3, Fair Value Measurement.

While the determination of who is the customer in a contractual arrangement will be made on a contract-by-contract basis, the customer will generally be the investment fund for the Company's significant management and advisory contracts. The customer determination impacts the Company's analysis of the accounting for contract costs.

Fund Management Fees

The Company provides management services to funds in which it holds a general partner interest or to funds or certain portfolio companies with which it has an investment advisory or investment management agreement. The Company considers the performance obligations in its contracts with its funds to be the promise to provide (or to arrange for third parties to provide) investment management services related to the management, policies and operations of the funds.

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As it relates to the Company's performance obligation to provide investment management services, the Company typically satisfies this performance obligation over time as the services are rendered, since the funds simultaneously receive and consume the benefits provided as the Company performs the service. The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring the promised services to the funds. Management fees earned from each investment management contract over the contract life represent variable consideration because the consideration the Company is entitled to varies based on fluctuations in the basis for the management fee, for example fund net asset value ("NAV") or assets under management ("AUM"). Given that the management fee basis is susceptible to market factors outside of the Company's influence, management fees are constrained and, therefore, estimates of future period management fees are generally not included in the transaction price. Revenue recognized for the investment management services provided is generally the amount determined at the end of the period because that is when the uncertainty for that period is resolved.

For closed-end carry funds in the Global Private Equity and Global Credit segments, management fees generally range from 1.0% to 2.0% of commitments during the fund's investment period based on limited partners' capital commitments to the funds. Following the expiration or termination of the investment period, management fees generally are based on the lower of cost or fair value of invested capital and the rate charged may also be reduced. These terms may vary for certain separately managed accounts, longer-dated carry funds, and other closed-end funds. The Company will receive management fees during a specified period of time, which is generally ten years from the initial closing date, or, in some instances, from the final closing date, but such termination date may be earlier in certain limited circumstances or later if extended for successive one-year periods, typically up to a maximum of two years. Depending upon the contracted terms of investment advisory or investment management and related agreements, these fees are generally called semi-annually in advance and are recognized as earned over the subsequent six month period. For certain longer-dated carry funds and certain other closed-end funds, management fees are called quarterly over the life of the funds.

Within the Global Credit segment, for CLOs and other structured products, management fees generally range from 0.4% to 0.5% based on the total par amount of assets or the aggregate principal amount of the notes in the CLO and are generally due quarterly in arrears based on the terms and recognized over the respective period. Management fees for the CLOs and other structured products are governed by indentures and collateral management agreements. The Company will receive management fees for the CLOs until redemption of the securities issued by the CLOs, which is generally five to ten years after issuance. Management fees for the business development companies are due quarterly in arrears at annual rates that range from 1.0% of capital under management to 1.5% of gross assets, excluding cash and cash equivalents. Management fees for the Interval Fund are due monthly in arrears at the annual rate of 1.0% of the month-end value of the Interval Fund's net assets. Carlyle Aviation Partners' funds have varying management fee arrangements depending on the strategy of the particular fund. Under the strategic advisory services agreement with Fortitude, the Company earns a recurring management fee based on Fortitude's general account assets, which adjusts within an agreed range based on Fortitude's overall profitability and which is due quarterly in arrears.

Management fees for the Company's carry fund vehicles in the Global Investment Solutions segment generally range from 0.25% to 1.0% of the vehicle's capital commitments during the commitment fee period of the relevant fund. Following the expiration of the commitment fee period, the management fees generally range from 0.25% to 1.0% on (i) the net invested capital; (ii) the lower of cost or net asset value of the capital invested, or (iii) the net asset value for unrealized investments. Management fees for the Global Investment Solutions carry fund vehicles are generally due quarterly in advance and recognized over the related quarter.

As of March 31, 2023 and December 31, 2022, management fee receivables, net of allowances for credit losses, were \$169.5 million and \$236.9 million, respectively, and are included in due from affiliates and other receivables, net, in the unaudited condensed consolidated balance sheets.

The Company also provides transaction advisory and portfolio advisory services to the portfolio companies, and where covered by separate contractual agreements, recognizes fees for these services when the performance obligation has been satisfied and collection is reasonably assured. The Company is generally required to offset its fund management fees earned by a percentage of the transaction and advisory fees earned, which is referred to as the "rebate offset," which generally ranges from 80% to 100%. The Company also recognizes underwriting fees from the Company's loan syndication and capital markets business, Carlyle Global Capital Markets. Fund management fees include transaction and portfolio advisory fees, as well as capital markets fees, of \$13.4 million and \$14.6 million for the three months ended March 31, 2023 and 2022, respectively, net of rebate offsets as defined in the respective partnership agreements.

Fund management fees exclude the reimbursement of any partnership expenses paid by the Company on behalf of the Carlyle funds pursuant to the limited partnership agreements, including amounts related to the pursuit of actual, proposed, or

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unconsummated investments, professional fees, expenses associated with the acquisition, holding and disposition of investments, and other fund administrative expenses. For the professional fees that the Company arranges for the investment funds, the Company concluded that the nature of its promise is to arrange for the services to be provided and it does not control the services provided by third parties before they are transferred to the customer. Therefore, the Company concluded it is acting in the capacity of an agent. Accordingly, the reimbursement for these professional fees paid on behalf of the investment funds is presented on a net basis in general, administrative and other expenses in the unaudited condensed consolidated statements of operations.

The Company also incurs certain costs, primarily employee travel and entertainment costs, employee compensation and systems costs, for which it receives reimbursement from the investment funds in connection with its performance obligation to provide investment and management services. For reimbursable travel, compensation and systems costs, the Company concluded it controls the services provided by its employees and the resources used to develop applicable systems before they are transferred to the customer and therefore is a principal. Accordingly, the reimbursement for these costs incurred by the Company to manage the fund limited partnerships are presented on a gross basis in interest and other income in the unaudited condensed consolidated statements of operations and the expense in general, administrative and other expenses or cash-based compensation and benefits expenses in the unaudited condensed consolidated statements of operations.

Incentive Fees

In connection with management contracts from certain of its Global Credit funds, the Company is also entitled to receive performance-based incentive fees when the return on assets under management exceeds certain benchmark returns or other performance targets. In such arrangements, incentive fees are recognized when the performance benchmark has been achieved. Incentive fees are variable consideration because they are contingent upon the investment vehicle achieving stipulated investment return hurdles. Investment returns are highly susceptible to market factors outside of the Company's influence. Accordingly, incentive fees are constrained until all uncertainty is resolved. Estimates of future period incentive fees are generally not included in the transaction price because these estimates are constrained. The transaction price for incentive fees is generally the amount determined at the end of each accounting period to which they relate because that is when the uncertainty for that period is resolved, as these fees are not subject to clawback.

Investment Income (Loss), including Performance Allocations

Investment income (loss) represents the unrealized and realized gains and losses resulting from the Company's equity method investments, including any associated general partner performance allocations, and other principal investments, including CLOs.

General partner performance allocations consist of the allocation of profits from certain of the funds to which the Company is entitled (commonly known as carried interest).

For closed-end carry funds in the Global Private Equity and Global Credit segments, the Company is generally entitled to a 20% allocation (or approximately 2% to 12.5% for most of the Global Investment Solutions segment carry fund vehicles) of the net realized income or gain as a carried interest after returning the invested capital, the allocation of preferred returns of generally 7% to 9% and return of certain fund costs (generally subject to catch-up provisions as set forth in the fund limited partnership agreement). These terms may vary on longer-dated funds, certain credit funds, and external co-investment vehicles. Carried interest is recognized upon appreciation of the funds' investment values above certain return hurdles set forth in each respective partnership agreement. The Company recognizes revenues attributable to performance allocations based upon the amount that would be due pursuant to the fund partnership agreement at each period end as if the funds were terminated at that date. Accordingly, the amount recognized as investment income for performance allocations reflects the Company's share of the gains and losses of the associated funds' underlying investments measured at their then-current fair values relative to the fair values as of the end of the prior period. Because of the inherent uncertainty, these estimated values may differ significantly from the values that would have been used had a ready market for the investments existed, and it is reasonably possible that the difference could be material.

Carried interest is ultimately realized when: (i) an underlying investment is profitably disposed of, (ii) certain costs borne by the limited partner investors have been reimbursed, (iii) the fund's cumulative returns are in excess of the preferred return and (iv) the Company has decided to collect carry rather than return additional capital to limited partner investors. Realized carried interest may be required to be returned by the Company in future periods if the fund's investment values decline below certain levels. When the fair value of a fund's investments remains constant or falls below certain return hurdles, previously recognized performance allocations are reversed. In all cases, each fund is considered separately in this regard, and for a given fund, performance allocations can never be negative over the life of a fund. If upon a hypothetical liquidation of a fund's

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investments at their then-current fair values, previously recognized and distributed carried interest would be required to be returned, a liability is established for the potential giveback obligation. As of March 31, 2023 and December 31, 2022, the Company has accrued \$40.9 million and \$40.9 million, respectively, for giveback obligations.

Principal investment income (loss) is realized when the Company redeems all or a portion of its investment or when the Company receives or is due cash income, such as dividends or distributions. Unrealized principal investment income (loss) results from the Company's proportionate share of the investee's unrealized earnings, including 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. As it relates to the Company's investments in NGP (see Note 4), principal investment income includes the related amortization of the basis difference between the Company's carrying value of its investment and the Company's share of underlying net assets of the investee, as well as the compensation expense associated with compensatory arrangements provided by the Company to employees of its equity method investee.

Interest Income

Interest income is recognized when earned. For debt securities representing non-investment grade beneficial interests in securitizations, the effective yield is determined based on the estimated cash flows of the security. Changes in the effective yield of these securities due to changes in estimated cash flows are recognized on a prospective basis as adjustments to interest income in future periods. Interest income earned by the Company is included in interest and other income in the accompanying unaudited condensed consolidated statements of operations. Interest income of the Consolidated Funds was \$109.8 million and \$56.5 million for the three months ended March 31, 2023 and 2022, respectively, and is included in interest and other income of Consolidated Funds in the accompanying unaudited condensed consolidated statements of operations.

Credit Losses

The Company measures all expected credit losses for financial assets held at the reporting date in accordance with ASC 326, *Financial Instruments — Credit Losses*, based on historical experience, current conditions, and reasonable and supportable forecasts. The Company assesses the collection risk characteristics of the outstanding amounts in its due from affiliates balance into the following pools of receivables:

- Reimbursable fund expenses receivables,
- Management fee receivables,
- Incentive fee receivables,
- Transaction fee receivables,
- Portfolio fee receivables, and
- Notes receivable.

The Company generally utilizes either historical credit loss information or discounted cash flows to calculate expected credit losses for each pool. The Company's receivables are predominantly with its investment funds, which have low risk of credit loss based on the Company's historical experience. Historical credit loss data may be adjusted for current conditions and reasonable and supportable forecasts, including the Company's expectation of near-term realization based on the liquidity of the affiliated investment funds.

Compensation and Benefits

Cash-based Compensation and Benefits – Cash-based compensation and benefits includes salaries, bonuses (discretionary awards and guaranteed amounts), performance payment arrangements and benefits paid and payable to Carlyle employees. Bonuses are accrued over the service period to which they relate.

Equity-Based Compensation – Compensation expense relating to the issuance of equity-based awards is measured at fair value on the grant date. The compensation expense for awards that vest over a future service period is recognized over the relevant service period on a straight-line basis. The compensation expense for awards that do not require future service is recognized immediately. Cash settled equity-based awards are classified as liabilities and are re-measured at the end of each reporting period. The compensation expense for awards that contain performance conditions is recognized when it is probable that the performance conditions will be achieved; in certain instances, such compensation expense may be recognized prior to the grant date of the award. The compensation expense for awards that contain market conditions is based on a grant-date fair value that factors in the probability that the market conditions will be achieved and is recognized over the requisite service period on a straight-line basis.

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Certain equity-based awards contain dividend-equivalent rights, which are subject to the same terms and conditions, including with respect to vesting and settlement, that apply to the related award. Dividend-equivalents are accounted for as a reclassification from retained earnings to additional paid-in capital at the time dividends are declared and do not result in incremental compensation expense.

Equity-based awards issued to non-employees are generally recognized as general, administrative and other expenses, except to the extent they are recognized as part of the Company's equity method earnings because they are issued to employees of equity method investees.

The Company recognizes equity-based award forfeitures in the period they occur as a reversal of previously recognized compensation expense. The reduction in compensation expense is determined based on the specific awards forfeited during that period. Furthermore, the Company recognizes all excess tax benefits and deficiencies as income tax benefit or expense in the unaudited condensed consolidated statements of operations.

Performance Allocations and Incentive Fee Related Compensation – A portion of the performance allocations and incentive fees earned is due to employees and advisors of the Company. These amounts are accounted for as compensation expense in conjunction with the recognition of the related performance allocations and incentive fee revenue and, until paid, are recognized as a component of the accrued compensation and benefits liability. Accordingly, upon a reversal of performance allocations or incentive fee revenue, the related compensation expense, if any, is also reversed. As of March 31, 2023 and December 31, 2022, the Company had recorded a liability of \$3.6 billion, for both periods, related to the portion of accrued performance allocations and incentive fees due to employees and advisors, respectively, which was included in accrued compensation and benefits in the accompanying unaudited condensed consolidated balance sheets.

Income Taxes

The Carlyle Group Inc. is a corporation for U.S. federal income tax purposes and thus is subject to U.S. federal, state and local corporate income taxes. Tax positions taken by the Company are subject to periodic audit by U.S. federal, state, local and foreign taxing authorities. The interim provision for income taxes is calculated using the discrete effective tax rate method as allowed by ASC 740, *Accounting for Income Taxes*. The discrete method is applied when the application of the estimated annual effective tax rate is impractical because it is not possible to reliably estimate the annual effective tax rate. In addition, the discrete method treats the year to date period as if it was the annual period and determines the income tax expense or benefit on that basis.

The Company accounts for income taxes using the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the difference between the financial statement reporting and the tax basis of assets and liabilities using enacted tax rates in effect for the period in which the difference is expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period of the change in the provision for income taxes. Further, deferred tax assets are recognized for the expected realization of available net operating loss and tax credit carry forwards. A valuation allowance is recorded on the Company's gross deferred tax assets when it is "more likely than not" that such asset will not be realized. When evaluating the realizability of the Company's deferred tax assets, all evidence, both positive and negative, is evaluated. Items considered in this analysis include the ability to carry back losses, the reversal of temporary differences, tax planning strategies, and expectations of future earnings. The Company accounts for the valuation allowance assessment on its deferred tax assets and without regard to the Company's potential future corporate alternative minimum tax ("CAMT") status. Lastly, the Company accounts for the tax on global intangible low-taxed income ("GILTI") as incurred and therefore has not recorded deferred taxes related to GILTI on its foreign subsidiaries.

Under U.S. GAAP for income taxes, the amount of tax benefit to be recognized is the amount of benefit that is "more likely than not" to be sustained upon examination. The Company analyzes its tax filing positions in all of the U.S. federal, state, local and foreign tax jurisdictions where it is required to file income tax returns, as well as for all open tax years in these jurisdictions. If, based on this analysis, the Company determines that uncertainties in tax positions exist, a liability is established, which is included in accounts payable, accrued expenses and other liabilities in the unaudited condensed consolidated financial statements. The Company recognizes accrued interest and penalties related to unrecognized tax positions in the provision for income taxes. If recognized, the entire amount of unrecognized tax positions would be recorded as a reduction in the provision for income taxes.

Non-controlling Interests

Non-controlling interests in consolidated entities represent the component of equity in consolidated entities held by third-party investors. These interests are adjusted for general partner allocations which occur during the reporting period. Any change

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in ownership of a subsidiary while the controlling financial interest is retained is accounted for as an equity transaction between the controlling and non-controlling interests. Transaction costs incurred in connection with such changes in ownership of a subsidiary are recorded as a direct charge to equity.

Earnings Per Common Share

The Company computes earnings per common share in accordance with ASC 260, *Earnings Per Share*. Basic earnings per common share is calculated by dividing net income (loss) attributable to the common shares of the Company by the weighted-average number of common shares outstanding for the period. Diluted earnings per common share reflects the assumed conversion of all dilutive securities. The Company applies the treasury stock method to determine the dilutive weighted-average common shares outstanding for certain equity-based compensation awards. For certain equity-based compensation awards that contain performance or market conditions, the number of contingently issuable common shares is included in diluted earnings per common share based on the number of common shares, if any, that would be issuable under the terms of the awards if the end of the reporting period were the end of the contingency period, if the result is dilutive.

Fair Value of Financial Instruments

The underlying entities that the Company manages and invests in (and in certain cases, consolidates) are primarily investment companies which account for their investments at estimated fair value.

The fair value measurement accounting guidance under ASC Topic 820, *Fair Value Measurement* ("ASC 820"), establishes a hierarchical disclosure framework which ranks the observability of market price inputs used in measuring financial instruments at fair value. The observability of inputs is impacted 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, or for which fair value can be measured from quoted prices in active markets, will generally have a higher degree of market price observability and a lesser degree of judgment applied in determining 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* – inputs to the valuation methodology are quoted prices available in active markets for identical instruments as of the reporting date. The type of financial instruments in this category include unrestricted securities, such as equities and derivatives, listed in active markets. The Company does not adjust the quoted price for these instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.
- *Level II* – inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date. The types of financial instruments in this category include less liquid and restricted securities listed in active markets, securities traded in other than active markets, government and agency securities, and certain over-the-counter derivatives where the fair value is based on observable inputs.
- *Level III* – inputs to the valuation methodology are unobservable and significant to overall fair value measurement. The inputs into the determination of fair value require significant management judgment or estimation. The types of financial instruments in this category include investments in privately-held entities, non-investment grade residual interests in securitizations, collateralized loan obligations, and certain over-the-counter derivatives where the fair value is based on unobservable inputs.

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. The Company'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.

In certain cases, debt and equity securities (including corporate treasury investments) 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, market transactions in comparable investments and various relationships between investments.

In the absence of observable market prices, the Company values its investments and its funds' investments using valuation methodologies applied on a consistent basis. For some investments little market activity may exist. Management's

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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 and debt of operating companies and real assets, CLO investments and CLO loans payable and fund investments. The valuation technique for each of these investments is described below:

Investments in Operating Companies and Real Assets – The fair values of private investments in operating companies and real assets are generally determined by reference to the income approach (including the discounted cash flow method and the income capitalization method) and the market approach (including the comparable publicly traded company method and the comparable transaction method). Valuations under these approaches are typically derived by reference to investment-specific inputs (such as projected cash flows, earnings before interest, taxes, depreciation and amortization (“EBITDA”), and net operating income) combined with market-based inputs (such as discount rates, EBITDA multiples and capitalization rates). In many cases the investment-specific inputs are unaudited at the time received. Management may also adjust the market-based inputs to account for differences between the subject investment and the companies, asset or investments used to derive the market-based inputs. Adjustments to observable valuation measures are frequently made upon the initial investment to calibrate the initial investment valuation to industry observable inputs. Such adjustments are made to align the investment to observable industry inputs for differences in size, profitability, projected growth rates, geography, capital structure, and other factors as applicable. The adjustments are then reviewed with each subsequent valuation to assess how the investment has evolved relative to the observable inputs. Additionally, the investment may be subject to certain specific risks and/or development milestones which are also taken into account in the valuation assessment. Option pricing models and similar tools may also be considered but do not currently drive a significant portion of operating company or real asset valuations and are used primarily to value warrants, derivatives, certain restrictions and other atypical investment instruments.

Credit-Oriented Investments – The fair values of credit-oriented investments (including corporate treasury investments) are generally determined on the basis of prices 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, market transactions in comparable investments and various relationships between investments. Specifically, for investments in distressed debt and corporate loans and bonds, the fair values are generally determined by valuations of comparable investments. In some instances, the Company may utilize other valuation techniques, including the discounted cash flow method.

CLO Investments and CLO Loans Payable – The Company measures the financial liabilities of its consolidated CLOs based on the fair value of the financial assets of its consolidated CLOs, as the Company believes the fair value of the financial assets are more observable. The fair values of the CLO loan and bond assets are primarily based on quotations from reputable dealers or relevant pricing services. In situations where valuation quotations are unavailable, the assets are valued based on similar securities, market index changes, and other factors. The Company performs certain procedures to ensure the reliability of the quotations from pricing services for its CLO assets and CLO structured asset positions, which generally includes corroborating prices with a discounted cash flow analysis. Generally, the loan and bond assets of the CLOs are not publicly traded and are classified as Level III. The fair values of the CLO structured asset positions are determined based on both discounted cash flow analyses and third party quotes. Those analyses consider the position size, liquidity, current financial condition of the CLOs, the third party financing environment, reinvestment rates, recovery lags, discount rates and default forecasts and are compared to broker quotations from market makers and third party dealers.

The Company measures the CLO loan payables held by third party beneficial interest holders on the basis of the fair value of the financial assets of the CLO and the beneficial interests held by the Company. The Company continues to measure the CLO loans payable that it holds at fair value based on relevant pricing services or discounted cash flow analyses, as described above.

Fund Investments – The Company's primary and secondary investments in external funds are generally valued as its proportionate share of the most recent net asset value provided by the third-party general partners of the underlying fund partnerships, adjusted for subsequent cash flows received from or distributed to the underlying fund partnerships. The Company also adjusts for any changes in the market prices of public securities held by the underlying fund partnerships and may also apply a market adjustment to reflect the estimated change in the fair value of the underlying

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fund partnerships' non-public investments from the date of the most recent net asset value provided by the third-party general partners.

Investment professionals with responsibility for the underlying investments are responsible for preparing the investment valuations pursuant to the policies, methodologies and templates prepared by the Company's valuation group, which is a team made up of dedicated valuation professionals reporting to the Company's chief accounting officer. The valuation group is responsible for maintaining the Company's valuation policy and related guidance, templates and systems that are designed to be consistent with the guidance found in ASC 820. These valuations, inputs and preliminary conclusions are reviewed by the fund accounting teams. The valuations are then reviewed and approved by the respective fund valuation subcommittees, which include the respective fund head(s), segment head, chief financial officer and chief accounting officer, as well as members of the valuation group. The valuation group compiles the aggregate results and significant matters and presents them for review and approval by the global valuation committee, which includes the Company's Chief Executive Officer, chief risk officer, chief financial officer, chief accounting officer, and the business segment heads, and observed by the chief compliance officer, the director of internal audit, the Company's audit committee and others. Additionally, each quarter a sample of valuations are reviewed by external valuation firms. Valuations of the funds' investments are used in the calculation of accrued performance allocations, or "carried interest."

Investments, at Fair Value

Investments include (i) the Company's ownership interests (typically general partner interests) in the Funds, including the Company's investment in Fortitude, (which are accounted for as equity method investments) (ii) the Company's investment in NGP (which is accounted for as an equity method investment), (iii) the investments held by the Consolidated Funds (which are presented at fair value in the Company's unaudited condensed consolidated financial statements), and (iv) certain credit-oriented investments, including investments in the CLOs and the preferred securities of Carlyle Secured Lending, Inc. ("CSL," formerly known as "TCG BDC, Inc.," the preferred securities of which are referred to as the "BDC Preferred Shares") (which are accounted for as trading securities).

Upon the sale of a security or other investment, the realized net gain or loss is computed on a weighted average cost basis, with the exception of the investments held by the CLOs, which compute the realized net gain or loss on a first in, first out basis. Securities transactions are recorded on a trade date basis.

Equity Method Investments

The Company accounts for all investments in which it has or is otherwise presumed to have significant influence, including investments in the unconsolidated Funds and the Company's investment in NGP, using the equity method of accounting. The carrying value of equity method investments is determined based on amounts invested by the Company, adjusted for the equity in earnings or losses of the investee (including performance allocations) allocated based on the respective partnership agreement, less distributions received. The Company evaluates its equity method investments for impairment whenever events or changes in circumstances indicate that the carrying amounts of such investments may not be recoverable.

Cash and Cash Equivalents

Cash and cash equivalents include cash held at banks and cash held for distributions, including investments with original maturities of less than three months when purchased.

Cash and Cash Equivalents Held at Consolidated Funds

Cash and cash equivalents held at Consolidated Funds consists of cash and cash equivalents held by the Consolidated Funds, which, although not legally restricted, is not available to fund the general liquidity needs of the Company.

Restricted Cash

Restricted cash primarily represents cash held by the Company's foreign subsidiaries due to certain government regulatory capital requirements as well as certain amounts held on behalf of Carlyle funds.

Corporate Treasury Investments

Corporate treasury investments represent investments in U.S. Treasury and government agency obligations, commercial paper, certificates of deposit, other investment grade securities and other investments with original maturities of

**Notes to the Condensed Consolidated Financial Statements
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greater than three months when purchased. These investments are accounted for as trading securities in which changes in the fair value of each investment are recorded through investment income (loss). Any interest earned on debt investments is recorded through interest and other income.

Derivative Instruments

The Company uses derivative instruments primarily to reduce its exposure to changes in foreign currency exchange rates. Derivative instruments are recognized at fair value in the unaudited condensed consolidated balance sheets with changes in fair value recognized in the unaudited condensed consolidated statements of operations for all derivatives not designated as hedging instruments.

Securities Sold Under Agreements to Repurchase

As it relates to certain European CLOs sponsored by the Company, securities sold under agreements to repurchase ("repurchase agreements") are accounted for as collateralized financing transactions. The Company provides securities to counterparties to collateralize amounts borrowed under repurchase agreements on terms that permit the counterparties to repledge or resell the securities to others. As of March 31, 2023, \$288.2 million of securities were transferred to counterparties under repurchase agreements and are included within investments in the unaudited condensed consolidated balance sheets. Cash received under repurchase agreements is recognized as a liability within debt obligations in the unaudited condensed consolidated balance sheets. See Note 6 for additional information.

Fixed Assets

Fixed assets consist of furniture, fixtures and equipment, leasehold improvements, and computer hardware and software and are stated at cost, less accumulated depreciation and amortization. Depreciation is recognized on a straight-line method over the assets' estimated useful lives, which for leasehold improvements are the lesser of the lease terms or the life of the asset, and three to seven years for other fixed assets. Fixed assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Leases

The Company accounts for its leases in accordance with ASC 842, *Leases*, and recognizes a lease liability and right-of-use asset in the condensed consolidated balance sheet for contracts that it determines are leases or contain a lease. The Company's leases primarily consist of operating leases for office space in various countries around the world. The Company also has operating leases for office equipment and vehicles, which are not significant. The Company does not separate non-lease components from lease components for its office space and equipment operating leases and instead accounts for each separate lease component and its associated non-lease component as a single lease component. Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the leases. The Company's right-of-use assets and lease liabilities are recognized at lease commencement based on the present value of lease payments over the lease term. Lease right-of-use assets include initial direct costs incurred by the Company and are presented net of deferred rent and lease incentives. Absent an implicit interest rate in the lease, the Company uses its incremental borrowing rate, adjusted for the effects of collateralization, based on the information available at commencement in determining the present value of lease payments. The Company's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise those options. Lease expense for lease payments is recognized on a straight-line basis over the lease term. Lease right-of-use assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

The Company does not recognize a lease liability or right-of-use asset on the balance sheet for short-term leases. Instead, the Company recognizes short-term lease payments as an expense on a straight-line basis over the lease term. A short-term lease is defined as a lease that, at the commencement date, has a lease term of 12 months or less and does not include an option to purchase the underlying asset that the lessee is reasonably certain to exercise. When determining whether a lease qualifies as a short-term lease, the Company evaluates the lease term and the purchase option in the same manner as all other leases.

Intangible Assets and Goodwill

The Company's intangible assets consist of acquired contractual rights to earn future fee income, including management and advisory fees, customer relationships, and acquired trademarks. Finite-lived intangible assets are amortized over their estimated useful lives, which range from four to eight years, and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

**Notes to the Condensed Consolidated Financial Statements
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Goodwill represents the excess of cost over the identifiable net assets of businesses acquired and is recorded in the functional currency of the acquired entity. Goodwill is recognized as an asset and is reviewed for impairment annually as of October 1 and between annual tests when events and circumstances indicate that impairment may have occurred.

Deferred Revenue

Deferred revenue represents management fees and other revenue received prior to the balance sheet date, which has not yet been earned. Deferred revenue also includes transaction and portfolio advisory fees received by the Company that are required to offset fund management fees pursuant to the related fund agreements. The increase in the deferred revenue balance for the three months ended March 31, 2023 was primarily driven by cash payments received in advance of the Company satisfying its performance obligations, partially offset by revenues recognized that were included in the deferred revenue balance at the beginning of the period.

Accumulated Other Comprehensive Income (Loss)

The Company's accumulated other comprehensive income (loss) is comprised of foreign currency translation adjustments and gains and losses on defined benefit plans sponsored by AlpInvest. The components of accumulated other comprehensive income (loss) as of March 31, 2023 and December 31, 2022 were as follows:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Currency translation adjustments	\$ (305.2)	\$ (322.0)
Unrealized losses on defined benefit plans	—	(0.2)
Total	\$ (305.2)	\$ (322.2)

Foreign Currency Translation

Non-U.S. dollar denominated assets and liabilities are translated at period-end rates of exchange, and the unaudited condensed consolidated statements of operations are translated at rates of exchange in effect throughout the period. Foreign currency gains (losses) resulting from transactions outside of the functional currency of an entity of \$(11.8) million and \$6.4 million for the three months ended March 31, 2023 and 2022, respectively, are included in general, administrative and other expenses in the unaudited condensed consolidated statements of operations.

Recent Accounting Pronouncements

The Company considers the applicability and impact of all accounting standard updates ("ASU") issued by the Financial Accounting Standards Board ("FASB"). ASUs not listed below were assessed and either determined to be not applicable or expected to have minimal impact on the Company's consolidated financial statements.

In June 2022, the FASB issued ASU 2022-03, *Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions*. The amendments in this update clarify the guidance in Topic 820 when measuring the fair value of an equity security subject to contractual sale restrictions and introduce new disclosure requirements related to such equity securities. The amendments are effective for fiscal years beginning after December 15, 2023, with early adoption permitted. The Company does not expect the impact of this guidance to be material to its consolidated financial statements.

Notes to the Condensed Consolidated Financial Statements
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3. Fair Value Measurement

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of March 31, 2023:

(Dollars in millions)	Level I	Level II	Level III	Total
Assets				
Investments of Consolidated Funds ⁽¹⁾ :				
Equity securities ⁽²⁾	\$ —	\$ —	\$ 435.5	\$ 435.5
Bonds	—	—	593.2	593.2
Loans	—	—	5,481.7	5,481.7
	—	—	6,510.4	6,510.4
Investments in CLOs and other:				
Investments in CLOs	—	—	544.8	544.8
Other investments ⁽³⁾	1.5	41.9	76.1	119.5
	1.5	41.9	620.9	664.3
Corporate treasury investments				
Commercial paper and other	—	102.0	—	102.0
	—	102.0	—	102.0
Foreign currency forward contracts	—	2.1	—	2.1
Subtotal	\$ 1.5	\$ 146.0	\$ 7,131.3	\$ 7,278.8
Investments measured at net asset value				569.6
Total				<u>\$ 7,848.4</u>
Liabilities				
Loans payable of Consolidated Funds ⁽⁴⁾	\$ —	\$ —	\$ 5,647.9	\$ 5,647.9
Foreign currency forward contracts	—	1.6	—	1.6
Total ⁽⁵⁾	<u>\$ —</u>	<u>\$ 1.6</u>	<u>\$ 5,647.9</u>	<u>\$ 5,649.5</u>

(1) This balance excludes \$556.9 million related to investments of consolidated funds that are included in investments measured at net asset value.

(2) This balance includes \$382.7 million related to investments that have been bridged by the Company to investment funds and are accounted for as consolidated VIEs as of March 31, 2023.

(3) The Level III balance excludes \$50.3 million related to three corporate investments in equity securities which the Company has elected to account for under the measurement alternative for equity securities without readily determinable fair values pursuant to ASC 321, *Investments – Equity Securities*. As a non-recurring fair value measurement, the fair value of these equity securities is excluded from the tabular Level III rollforward disclosures.

(4) Senior and subordinated notes issued by CLO vehicles are valued based on the more observable fair value of the CLO financial assets, less (i) the fair value of any beneficial interest held by the Company and (ii) the carrying value of any beneficial interests that represent compensation for services.

(5) Total liabilities balance excludes \$280.5 million of senior notes measured at amortized cost and a \$157.5 million revolving credit balance, both related to loans payable of Consolidated Funds.

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of December 31, 2022:

(Dollars in millions)	Level I	Level II	Level III	Total
Assets				
Investments of Consolidated Funds ⁽¹⁾ :				
Equity securities ⁽²⁾	\$ —	\$ —	\$ 430.6	\$ 430.6
Bonds	—	—	594.9	594.9
Loans	—	—	5,352.9	5,352.9
	—	—	6,378.4	6,378.4
Investments in CLOs	—	—	526.1	526.1
Other investments ⁽³⁾	1.6	41.6	79.4	122.6
Corporate treasury investments				
Commercial paper and other	—	20.0	—	20.0
	—	20.0	—	20.0
Foreign currency forward contracts	—	2.2	—	2.2
Subtotal	\$ 1.6	\$ 63.8	\$ 6,983.9	\$ 7,049.3
Investments measured at net asset value				528.5
Total				\$ 7,577.8
Liabilities				
Loans payable of Consolidated Funds ⁽⁴⁾	\$ —	\$ —	\$ 5,491.6	\$ 5,491.6
Foreign currency forward contracts	—	3.2	—	3.2
Total⁽⁵⁾	\$ —	\$ 3.2	\$ 5,491.6	\$ 5,494.8

- (1) This balance excludes \$516.0 million related to investments of consolidated funds that are included in investments measured at net asset value.
- (2) This balance includes \$377.4 million related to investments that have been bridged by the Company to investment funds and are accounted for as consolidated VIEs as of December 31, 2022.
- (3) The Level III balance excludes \$58.2 million related to two corporate investments in equity securities which the Company has elected to account for under the measurement alternative for equity securities without readily determinable fair values pursuant to ASC 321, *Investments – Equity Securities*. As a non-recurring fair value measurement, the fair value of these equity securities is excluded from the tabular Level III rollforward disclosures.
- (4) Senior and subordinated notes issued by CLO vehicles are valued based on the more observable fair value of the CLO financial assets, less (i) the fair value of any beneficial interests held by the Company and (ii) the carrying value of any beneficial interests that represent compensation for services.
- (5) Total liabilities balance excludes \$235.6 million of senior notes measured at amortized cost and a \$178.0 million revolving credit balance related to loans payable of Consolidated Funds.

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

The changes in financial instruments measured at fair value for which the Company has used Level III inputs to determine fair value are as follows (Dollars in millions):

	Financial Assets						Total
	Three Months Ended March 31, 2023						
	Investments of Consolidated Funds			Investments in CLOs	Other investments		
Equity securities	Bonds	Loans					
Balance, beginning of period	\$ 430.6	\$ 594.9	\$ 5,352.9	\$ 526.1	\$ 79.4	\$ 6,983.9	
Purchases	5.4	29.8	237.3	—	—	272.5	
Sales and distributions	—	(47.0)	(169.7)	(7.9)	(0.9)	(225.5)	
Settlements	—	(4.1)	(101.6)	—	—	(105.7)	
Realized and unrealized gains (losses), net							
Included in earnings	(0.5)	11.4	116.0	19.1	(2.4)	143.6	
Included in other comprehensive income	—	8.2	46.8	7.5	—	62.5	
Balance, end of period	\$ 435.5	\$ 593.2	\$ 5,481.7	\$ 544.8	\$ 76.1	\$ 7,131.3	
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	\$ (0.4)	\$ 8.5	\$ 107.3	\$ 19.1	\$ (3.3)	\$ 131.2	
Changes in unrealized gains (losses) included in other comprehensive income related to financial assets still held at the reporting date	\$ —	\$ 8.7	\$ 48.6	\$ 7.5	\$ —	\$ 64.8	

	Financial Assets						Total
	Three Months Ended March 31, 2022						
	Investments of Consolidated Funds			Investments in CLOs	Other investments		
Equity securities	Bonds	Loans					
Balance, beginning of period	\$ 17.9	\$ 599.5	\$ 5,898.1	\$ 361.1	\$ 78.7	\$ 6,955.3	
Purchases	0.1	182.5	766.0	227.6	0.9	1,177.1	
Sales and distributions	(6.8)	(186.9)	(731.0)	(14.1)	(2.0)	(940.8)	
Settlements	—	(0.3)	(162.8)	—	—	(163.1)	
Realized and unrealized gains (losses), net							
Included in earnings	0.4	(13.8)	(53.9)	(9.6)	(1.6)	(78.5)	
Included in other comprehensive income	(0.3)	(15.8)	(103.9)	(4.6)	—	(124.6)	
Balance, end of period	\$ 11.3	\$ 565.2	\$ 5,612.5	\$ 560.4	\$ 76.0	\$ 6,825.4	
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	\$ 0.3	\$ (14.5)	\$ (59.4)	\$ (9.6)	\$ (1.6)	\$ (84.8)	
Changes in unrealized gains (losses) included in other comprehensive income related to financial assets still held at the reporting date	\$ (0.2)	\$ (10.8)	\$ (87.0)	\$ (4.6)	\$ —	\$ (102.6)	

Notes to the Condensed Consolidated Financial Statements
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	Financial Liabilities	
	Loans Payable of Consolidated Funds	
	Three Months Ended March 31,	
	2023	2022
Balance, beginning of period	\$ 5,491.6	\$ 5,811.0
Borrowings	0.6	1,108.4
Paydowns	(2.1)	(415.4)
Sales	(38.1)	(669.5)
Realized and unrealized (gains) losses, net		
Included in earnings	141.4	(46.2)
Included in other comprehensive income	54.5	(106.2)
Balance, end of period	\$ 5,647.9	\$ 5,682.1
Changes in unrealized (gains) losses included in earnings related to financial liabilities still held at the reporting date	\$ 142.4	\$ (49.8)
Changes in unrealized (gains) losses included in other comprehensive income related to financial liabilities still held at the reporting date	\$ 54.5	\$ (102.6)

Realized and unrealized gains and losses included in earnings for Level III investments for investments in CLOs and other investments are included in investment income (loss), and such gains and losses for investments of Consolidated Funds and loans payable of the Consolidated Funds are included in net investment gains (losses) of Consolidated Funds in the unaudited condensed consolidated statements of operations.

Gains and losses included in other comprehensive income for all Level III financial asset and liabilities are included in accumulated other comprehensive loss and non-controlling interests in consolidated entities.

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The following table summarizes quantitative information about the Company's Level III inputs as of March 31, 2023:

<i>(Dollars in millions)</i>	Fair Value at March 31, 2023	Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
Assets				
Investments of Consolidated Funds:				
Equity securities	\$ 2.5	Consensus Pricing	Indicative Quotes (\$ per share)	0.00 - 392.50 (0.08)
	365.4	Discounted Cash Flow	Discount Rates	10% - 10% (10%)
			Terminal Growth Rate	0% - 7% (5%)
		Comparable Multiple	EBITDA Multiple	12.7x - 12.7x (12.7x)
			TCF Multiple	24.5x - 24.5x (24.5x)
	50.0	Discounted Cash Flow	Discount Rates	10% - 10% (10%)
			Terminal Growth Rate	0% - 7% (5%)
		Comparable Multiple	TCF Multiple	24.5x - 24.5x (24.5x)
	0.3	Comparable Multiple	EBITDA Multiple	13.8x - 19.0x (17.8x)
	17.3	Other ⁽¹⁾	N/A	N/A
Bonds	593.2	Consensus Pricing	Indicative Quotes (% of Par)	40 - 107 (89)
Loans	5,121.2	Consensus Pricing	Indicative Quotes (% of Par)	0 - 102 (94)
	11.4	Discounted Cash Flow	Discount Rates	8% - 13% (13%)
	329.7	Discounted Cash Flow	Discount Rates	7% - 10% (8%)
	8.4	Consensus Pricing	Indicative Quotes (% of Par)	98% - 98% (98%)
	10.5	Consensus Pricing	Indicative Quotes (% of Par)	86% - 86% (86%)
	0.5	Other ⁽¹⁾	N/A	N/A
	<u>6,510.4</u>			
Investments in CLOs:				
Senior secured notes	476.6	Consensus Pricing with Discounted Cash Flow	Indicative Quotes (% of Par)	72 - 100 (95)
			Discount Margins (Basis Points)	170 - 1,365 (314)
			Default Rates	2% - 3% (2%)
			Recovery Rates	60% - 60% (60%)
Subordinated notes and preferred shares	68.2	Consensus Pricing with Discounted Cash Flow	Indicative Quotes (% of Par)	0 - 86 (55)
			Discount Rates	15% - 25% (20%)
			Default Rates	2% - 3% (2%)
			Recovery Rates	60% - 60% (60%)
Other investments:				
BDC preferred shares	73.6	Market Yield Analysis	Market Yields	11% - 11% (11%)
Aviation subordinated notes	2.5	Discounted Cash Flow	Discount Rates	21% - 21% (21%)
Total	<u>\$ 7,131.3</u>			
Liabilities				
Loans payable of Consolidated Funds:				
Senior secured notes	\$ 5,451.1	Other ⁽¹⁾	N/A	N/A
Subordinated notes and preferred shares	196.8	Consensus Pricing with Discounted Cash Flow	Indicative Quotes (% of Par)	21 - 99 (39)
			Discount Rates	15% - 25% (20%)
			Default Rates	2% - 3% (3%)
			Recovery Rates	60% - 60% (60%)
Total	<u>\$ 5,647.9</u>			

(1) Senior and subordinated notes issued by CLO vehicles are classified based on the more observable fair value of the CLO financial assets, less (i) the fair value of any beneficial interests held by the Company and (ii) the carrying value of any beneficial interests that represent compensation for services.

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The following table summarizes quantitative information about the Company's Level III inputs as of December 31, 2022:

<i>(Dollars in millions)</i>	Fair Value at December 31, 2022	Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
Assets				
Investments of Consolidated Funds:				
Equity securities	\$ 3.1	Consensus Pricing	Indicative Quotes (\$ per share)	0.00 - 4.73 (0.18)
	363.5	Discounted Cash Flow	Discount Rates	10% - 10% (10%)
			Terminal Growth Rate	0% - 7% (5%)
		Comparable Multiple	EBITDA Multiple	12.7x - 12.7x (12.7x)
			TCF Multiple	23.8x - 23.8x (23.8x)
	64.0	Other ⁽¹⁾	N/A	N/A
Bonds	594.9	Consensus Pricing	Indicative Quotes (% of Par)	46 - 105 (88)
Loans	5,043.4	Consensus Pricing	Indicative Quotes (% of Par)	0 - 100 (91)
	11.8	Discounted Cash Flow	Discount Rates	0% - 9% (1%)
	248.7	Discounted Cash Flow	Discount Rates	7% - 10% (8%)
	37.4	Consensus Pricing	Indicative Quotes (% of Par)	97% - 98% (97%)
	11.1	Consensus Pricing	Indicative Quotes (% of Par)	91% - 91% (91%)
	0.5	Other ⁽¹⁾	N/A	N/A
	6,378.4			
Investments in CLOs:				
Senior secured notes	462.1	Discounted Cash Flow with Consensus Pricing	Indicative Quotes (% of Par)	67 - 100 (93)
			Discount Margins (Basis Points)	170 - 1,800 (386)
			Default Rates	2% - 3% (2%)
			Recovery Rates	50% - 70% (60%)
Subordinated notes and preferred shares	64.0	Discounted Cash Flow with Consensus Pricing	Indicative Quotes (% of Par)	0 - 82 (40)
			Discount Rate	15% - 25% (20%)
			Default Rates	2% - 3% (2%)
			Recovery Rates	50% - 70% (60%)
Other investments:				
BDC preferred shares	76.9	Market Yield Analysis	Market Yields	11% - 11% (11%)
Aviation subordinated notes	2.5	Discounted Cash Flow	Discount Rates	21% - 21% (21%)
Total	<u>\$ 6,983.9</u>			
Liabilities				
Loans payable of Consolidated Funds:				
Senior secured notes	\$ 5,303.3	Other ⁽²⁾	N/A	N/A
Subordinated notes and preferred shares	188.3	Discounted Cash Flow with Consensus Pricing	Indicative Quotes (% of Par)	21 - 96 (38)
			Discount Rates	15% - 25% (20%)
			Default Rates	2% - 3% (3%)
			Recovery Rates	50% - 70% (60%)
Total	<u>\$ 5,491.6</u>			

(1) Fair value approximates transaction price that was in close proximity to the reporting date.

(2) Senior and subordinated notes issued by CLO vehicles are classified based on the more observable fair value of the CLO financial assets, less (i) the fair value of any beneficial interests held by the Company and (ii) the carrying value of any beneficial interests that represent compensation for services.

The significant unobservable inputs used in the fair value measurement of investments of the Company's consolidated funds are indicative quotes. Significant decreases in indicative quotes in isolation would result in a significantly lower fair value measurement.

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The significant unobservable inputs used in the fair value measurement of the Company's investments in CLOs and other investments include indicative quotes, discount margins, discount rates, default rates, and recovery rates. Significant decreases in indicative quotes or recovery rates in isolation would result in a significantly lower fair value measurement. Significant increases in discount margins, discount rates or default rates in isolation would result in a significantly lower fair value measurement.

The significant unobservable inputs used in the fair value measurement of the Company's loans payable of Consolidated Funds are discount rates, default rates, recovery rates and indicative quotes. Significant increases in discount rates or default rates in isolation would result in a significantly lower fair value measurement. Significant decreases in recovery rates or indicative quotes in isolation would result in a significantly lower fair value measurement.

4. Investments

Investments consist of the following:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Accrued performance allocations	\$ 7,134.0	\$ 7,117.7
Principal equity method investments, excluding performance allocations	2,915.6	2,922.0
Principal investments in CLOs	544.8	526.1
Other investments	189.7	202.1
Total	\$ 10,784.1	\$ 10,767.9

Accrued Performance Allocations

The components of accrued performance allocations are as follows:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Global Private Equity	\$ 5,484.4	\$ 5,577.1
Global Credit	226.3	193.9
Global Investment Solutions	1,423.3	1,346.7
Total	\$ 7,134.0	\$ 7,117.7

Approximately 22% of accrued performance allocations at March 31, 2023 are related to Carlyle Partners VI, L.P. and Carlyle Partners VII, L.P., two of the Company's Global Private Equity funds.

Approximately 13% of accrued performance allocations at December 31, 2022 are related to Carlyle Partners VI, L.P., one of the Company's Global Private Equity funds.

Accrued performance allocations are shown gross of the Company's accrued performance allocations and incentive fee related compensation (see Note 7), and accrued giveback obligations, which are separately presented in the unaudited condensed consolidated balance sheets. The components of the accrued giveback obligations are as follows:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Global Private Equity	\$ (18.4)	\$ (18.4)
Global Credit	(22.5)	(22.5)
Total	\$ (40.9)	\$ (40.9)

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Principal Equity-Method Investments, Excluding Performance Allocations

The Company’s principal equity method investments (excluding performance allocations) include its fund investments in Global Private Equity, Global Credit, and Global Investment Solutions typically as general partner interests, and its investments in Fortitude through a Carlyle-affiliated fund (included within Global Credit) and NGP (included within Global Private Equity), which are not consolidated. Principal investments are related to the following segments:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Global Private Equity ⁽¹⁾	\$ 1,826.3	\$ 1,853.5
Global Credit ⁽²⁾	987.5	974.2
Global Investment Solutions	101.8	94.3
Total	\$ 2,915.6	\$ 2,922.0

(1) The balance includes \$1,011.2 million and \$1,015.7 million as of March 31, 2023 and December 31, 2022, respectively, related to the Company’s equity method investments in NGP.

(2) As of March 31, 2023 and December 31, 2022, the balance includes \$619.7 million and \$646.0 million, respectively, related to the Company’s investments in Fortitude.

Investment in Fortitude

On November 13, 2018, the Company acquired a 19.9% interest in Fortitude Group Holdings, LLC (“Fortitude Holdings”), a wholly owned subsidiary of American International Group, Inc. (“AIG”) (the “Minority Transaction”), pursuant to a Membership Interest Purchase Agreement by and among the Company, AIG and Fortitude Holdings, dated as of July 31, 2018 (the “2018 MIPA”). Fortitude Holdings owns 100% of the outstanding common shares of Fortitude Reinsurance Company Ltd., a Bermuda domiciled reinsurer (“Fortitude Re,” f/k/a “DSA Re”) established to reinsure a portfolio of AIG’s legacy life, annuity and property and casualty liabilities.

The Company paid \$381 million in cash at closing of the Minority Transaction (the “Initial Purchase Price”) and expects to pay up to \$95 million in additional deferred consideration following December 31, 2023. In May 2020, the Initial Purchase Price was adjusted upward by \$99.5 million in accordance with the 2018 MIPA as Fortitude Holdings chose not to distribute a planned non-pro rata dividend to AIG prior to May 13, 2020. The Company paid \$79.6 million of such adjustment in May 2020 and will pay the remaining \$19.9 million following December 31, 2023.

On June 2, 2020, Carlyle FRL, L.P. (“Carlyle FRL”), a Carlyle-affiliated investment fund, acquired a 51.6% ownership interest in Fortitude Holdings from AIG (the “Control Transaction”) and T&D United Capital Co., Ltd. (“T&D”), a subsidiary of T&D Holdings, Inc., purchased a 25.0% ownership interest as a strategic third-party investor pursuant to a Membership Interest Purchase Agreement by and among the Company, AIG, Carlyle FRL, and T&D, dated as of November 25, 2019 (the “2019 MIPA”). At closing, the Company contributed its existing 19.9% interest in Fortitude Holdings to Carlyle FRL, such that Carlyle FRL held a 71.5% interest in Fortitude Holdings. Taken together, Carlyle FRL and T&D had 96.5% ownership of Fortitude Holdings. On October 1, 2021, Carlyle FRL, T&D and AIG effected a restructuring of the ownership of Fortitude Holdings that interposed FGH Parent, L.P. (“FGH Parent”), as the direct parent company of Fortitude Holdings (the “Restructuring”). Each of Carlyle FRL, T&D and AIG contributed the entirety of their interest in Fortitude Holdings to FGH Parent in exchange for an equivalent ownership interest in FGH Parent. References to “Fortitude” prior to the Restructuring refer to Fortitude Holdings. For periods subsequent to the Restructuring, references to “Fortitude” refer to FGH Parent.

In March 2022, the Company raised \$2.0 billion in third-party equity capital from certain investors in Carlyle FRL and T&D, and committed \$100 million from the Company for additional equity capital in Fortitude. In May 2022, Fortitude called \$1.1 billion of the capital raise, with the remaining capital expected to be called in 2023. In connection with the capital raise and subsequent funding, the Company’s indirect ownership of Fortitude decreased from 19.9% to 13.5%. As a result of the dilution, the Company recorded a reduction in the carrying value of its equity method investment and corresponding loss of \$176.9 million. At the time the remaining capital is called by Fortitude, the Company’s indirect ownership is expected to further decrease to 10.5%, and the Company expects to record an additional reduction in the carrying value of its equity method investment and corresponding loss of approximately \$117 million, based on the carrying value as of March 31, 2023, subject to change based on the timing of the dilution and changes in the carrying value of the investment. As of March 31, 2023, the carrying value of the Company’s investment in Carlyle FRL, which is an investment company that accounts for its investment

**Notes to the Condensed Consolidated Financial Statements
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in Fortitude at fair value, was \$619.7 million, relative to its cost of \$514.7 million.

The Company has an asset management relationship with Fortitude pursuant to which Fortitude committed to allocate assets in asset management strategies and vehicles of the Company and its affiliates. As of March 31, 2023, Fortitude Holdings and certain Fortitude reinsurance counterparties have committed approximately \$9.6 billion of capital to-date to various Carlyle strategies. On April 1, 2022, the Company entered into a strategic advisory services agreement with certain subsidiaries of Fortitude through a newly-formed investment advisor, Carlyle Insurance Solutions Management L.L.C. (“CISM”). Under the agreement, CISM provides Fortitude with certain services, including business development and growth, transaction origination and execution, and capital management services in exchange for a recurring management fee based on Fortitude’s general account assets, which adjusts within an agreed range based on Fortitude’s overall profitability. Third party investors who participated in the March 2022 capital raise also made a minority investment in CISM, which is reflected as non-controlling interest in consolidated entities in the unaudited condensed consolidated financial statements.

Investment in NGP

The Company has equity interests in NGP Management Company, L.L.C. (“NGP Management”), the general partners of certain carry funds advised by NGP, and principal investments in certain NGP funds. The Company does not control NGP and accounts for its investments in NGP under the equity method of accounting, and includes these investments in the Global Private Equity segment. These interests entitle the Company to an allocation of income equal to 55.0% of the management fee related revenues of NGP Management which serves as the investment advisor to certain NGP funds as well as 47.5% of the performance allocations received by certain current and future NGP fund general partners.

The Company’s investments in NGP as of March 31, 2023 and December 31, 2022 are as follows:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Investment in NGP Management	\$ 370.1	\$ 369.7
Investments in NGP general partners - accrued performance allocations	566.1	564.5
Principal investments in NGP funds	75.0	81.5
Total investments in NGP	<u>\$ 1,011.2</u>	<u>\$ 1,015.7</u>

Investment in NGP Management. The Company’s equity interests in NGP Management entitle the Company to an allocation of income equal to 55.0% of the management fee related revenues of NGP Management, which serves as the investment advisor to the NGP Energy Funds. Management fees are generally calculated as 1.0% to 2.0% of the limited partners’ commitments during the fund’s investment period, and 0.5% to 2.0% based on the lower of cost or fair market value of invested capital following the expiration or termination of the investment period. Management fee related revenues from NGP Management are primarily driven by NGP XII and NGP XI during the three months ended March 31, 2023 and 2022.

The Company records investment income (loss) for its equity income allocation from NGP management fee related revenues and also records its share of any allocated expenses from NGP Management, expenses associated with the compensatory elements of the investment, and the amortization of the basis differences related to the definite-lived identifiable intangible assets of NGP Management. The net investment income (loss) recognized in the Company’s unaudited condensed consolidated statements of operations for the three months ended March 31, 2023 and 2022 were as follows:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Management fee related revenues from NGP Management	\$ 18.1	\$ 17.0
Expenses related to the investment in NGP Management	(3.4)	(2.8)
Amortization of basis differences from the investment in NGP Management	—	(0.3)
Net investment income from NGP Management	<u>\$ 14.7</u>	<u>\$ 13.9</u>

Notes to the Condensed Consolidated Financial Statements
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The difference between the Company's remaining carrying value of its investment and its share of the underlying net assets of the investee was amortized over a period of 10 years from the initial investment date and was fully amortized as of December 31, 2022. The Company assesses the remaining carrying value of its equity method investment for impairment whenever events or circumstances indicate that the carrying value may not be recoverable, and considers factors including, but not limited to, expected cash flows from its interest in future management fees and NGP's ability to raise new funds.

Investment in the General Partners of NGP Carry Funds. The Company's investment in the general partners of the NGP Carry Funds entitle it to 47.5% of the performance allocations received by certain current and future NGP fund general partners. The Company records its equity income allocation from NGP performance allocations in principal investment income (loss) from equity method investments rather than performance allocations in its unaudited condensed consolidated statements of operations. The Company recognized \$1.7 million of net investment earnings related to these performance allocations for the three months ended March 31, 2023. The Company recognized \$250.4 million of net investment earnings related to these performance allocations for the three months ended March 31, 2022.

Principal Investments in NGP Funds. The Company also holds principal investments in the NGP Carry Funds. The Company recognized net investment earnings (losses) related to principal investment income in its unaudited condensed consolidated statements of operations of \$(0.1) million and \$18.0 million for the three months ended March 31, 2023 and 2022, respectively.

Principal Investments in CLOs and Other Investments

Principal investments in CLOs as of March 31, 2023 and December 31, 2022 were \$544.8 million and \$526.1 million, respectively, and consisted of investments in CLO senior and subordinated notes. A portion of the Company's principal investments in CLOs is collateral to CLO term loans (see Note 6). As of March 31, 2023 and December 31, 2022, other investments include the Company's investment in the BDC Preferred Shares at fair value of \$73.6 million and \$76.9 million, respectively (see Note 9).

Investment Income (Loss)

The components of investment income (loss) are as follows:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Performance allocations		
Realized	\$ 179.6	\$ 266.9
Unrealized	(18.8)	443.3
	160.8	710.2
Principal investment income (loss) from equity method investments (excluding performance allocations)		
Realized	38.5	32.8
Unrealized	(30.2)	295.3
	8.3	328.1
Principal investment income (loss) from investments in CLOs and other investments		
Realized	(1.1)	2.3
Unrealized ⁽¹⁾	4.5	(10.8)
	3.4	(8.5)
Total	\$ 172.5	\$ 1,029.8

(1) The three months ended March 31, 2023 includes investment loss of \$13.3 million associated with the remeasurement of a corporate investment, which was previously carried at cost, resulting from observable price changes pursuant to ASC 321, *Investments - Equity Securities*.

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The performance allocations included in revenues are derived from the following segments:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Global Private Equity	\$ (3.8)	\$ 657.9
Global Credit	33.4	(34.0)
Global Investment Solutions	131.2	86.3
Total	<u>\$ 160.8</u>	<u>\$ 710.2</u>

Approximately (5)%, or \$(7.6) million, of performance allocations for the three months ended March 31, 2023 are related to the following funds along with total revenue recognized (total revenue includes performance allocations, fund management fees, and principal investment income):

- Carlyle Partners VII, L.P. (Global Private Equity segment) - \$68.8 million,
- Carlyle Europe Partners V, L.P. (Global Private Equity segment) - \$61.0 million,
- Carlyle US Equity Opportunities Fund II, L.P. (Global Private Equity segment) - \$43.4 million,
- Carlyle Credit Opportunities Fund II, L.P. (Global Credit segment) - \$27.8 million,
- AlpInvest ASF VII (Offshore) (Global Investment Solutions segment) - \$19.0 million,
- Carlyle Asia Partners V, L.P. (Global Private Equity segment) - \$(11.1) million,
- Carlyle International Energy Partners I (Global Private Equity segment) - \$(23.0) million and
- Carlyle Partners VI, L.P. (Global Private Equity segment) - \$(74.4) million.

Approximately 49%, or \$350.4 million, of performance allocations for the three months ended March 31, 2022 are related to the following funds along with total revenue recognized (total revenue includes performance allocations, fund management fees, and principal investment income):

- Carlyle Realty Partners VIII, L.P. (Global Private Equity segment) - \$148.0 million,
- Carlyle Partners VII, L.P. (Global Private Equity segment) - \$122.6 million,
- Carlyle International Energy Partners I (Global Private Equity segment) - \$82.9 million, and
- Carlyle Europe Partners IV, L.P. (Global Private Equity segment) - \$80.3 million.

Carlyle's income (loss) from its principal equity method investments consists of:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Global Private Equity	\$ 17.8	\$ 328.2
Global Credit	(18.9)	(2.7)
Global Investment Solutions	9.4	2.6
Total	<u>\$ 8.3</u>	<u>\$ 328.1</u>

Investments of Consolidated Funds

The Company consolidates the financial positions and results of operations of certain CLOs in which it is the primary beneficiary. During the three months ended March 31, 2023, the Company did not form any new CLOs for which the Company is the primary beneficiary. Investments in Consolidated Funds as of March 31, 2023 also include \$382.7 million related to

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investments that have been bridged by the Company to investment funds that are actively fundraising and are accounted for as consolidated VIEs.

There were no individual investments with a fair value greater than five percent of the Company's total assets for any period presented.

Interest and Other Income of Consolidated Funds

The components of interest and other income of Consolidated Funds are as follows:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Interest income from investments	\$ 109.8	\$ 56.5
Other income	12.1	5.2
Total	\$ 121.9	\$ 61.7

Net Investment Income of Consolidated Funds

Net investment income (losses) of Consolidated Funds include net realized gains (losses) from sales of investments and unrealized gains (losses) resulting from changes in fair value of the Consolidated Funds' investments. The components of net investment income (losses) of Consolidated Funds are as follows:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Gains (losses) from investments of Consolidated Funds	\$ 145.0	\$ (43.4)
Gains (losses) from liabilities of CLOs	(141.4)	46.2
Total	\$ 3.6	\$ 2.8

The following table presents realized and unrealized gains (losses) earned from investments of the Consolidated Funds:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Realized gains (losses)	\$ (17.4)	\$ 2.7
Net change in unrealized gains (losses)	162.4	(46.1)
Total	\$ 145.0	\$ (43.4)

5. Intangible Assets and Goodwill

The following table summarizes the carrying amount of intangible assets as of March 31, 2023 and December 31, 2022:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Acquired contractual rights	\$ 921.7	\$ 920.2
Accumulated amortization	(159.3)	(126.3)
Finite-lived intangible assets, net	762.4	793.9
Goodwill	104.0	103.9
Intangible Assets, net	\$ 866.4	\$ 897.8

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As discussed in Note 2, the Company reviews its intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable, and considers factors including, but not limited to, expected cash flows from its interest in future management fees and the ability to raise new funds. No impairment losses were recorded during the three months ended March 31, 2023. During the three months ended March 31, 2022, the Company recorded an impairment charge of \$4.0 million on certain acquired contractual rights related to Carlyle Aviation Partners as a result of impaired income streams from aircraft under lease in Russia.

Intangible asset amortization expense was \$32.8 million and \$4.9 million for the three months ended March 31, 2023 and 2022, respectively, and is included in general, administrative, and other expenses in the unaudited condensed consolidated statements of operations. Certain intangible assets are held by entities of which the functional currency is not the U.S. dollar. Any corresponding currency translation is recorded in other comprehensive income.

The following table summarizes the expected amortization expense for 2023 through 2027 and thereafter (Dollars in millions):

2023 (excluding the three months ended March 31, 2023)	\$	98.6
2024		131.5
2025		131.4
2026		131.3
2027		121.2
Thereafter		148.4
	\$	<u>762.4</u>

6. Borrowings

The Company borrows and enters into credit agreements for its general operating and investment purposes. The Company's debt obligations consist of the following:

	March 31, 2023		December 31, 2022	
	Borrowing Outstanding	Carrying Value	Borrowing Outstanding	Carrying Value
	(Dollars in millions)			
CLO Borrowings (See below)	\$ 425.4	\$ 421.8	\$ 421.7	\$ 418.1
5.625% Senior Notes Due 3/30/2043	600.0	600.6	600.0	600.6
5.650% Senior Notes Due 9/15/2048	350.0	346.3	350.0	346.3
3.500% Senior Notes Due 9/19/2029	425.0	422.1	425.0	422.0
4.625% Subordinated Notes Due 5/15/2061	500.0	484.8	500.0	484.7
Total debt obligations	<u>\$ 2,300.4</u>	<u>\$ 2,275.6</u>	<u>\$ 2,296.7</u>	<u>\$ 2,271.7</u>

Senior Credit Facility

As of March 31, 2023, the senior credit facility, which was amended on April 29, 2022, included \$1.0 billion in a revolving credit facility. The Company's borrowing capacity is subject to the ability of the financial institutions in the banking syndicate to fulfill their respective obligations under the revolving credit facility. The revolving credit facility is scheduled to mature on April 29, 2027, and principal amounts outstanding under the revolving credit facility accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus an applicable margin not to exceed 0.50%, or (b) at SOFR (or similar benchmark for non-U.S. dollar borrowings) plus a 0.10% adjustment and an applicable margin not to exceed 1.50% (at March 31, 2023, the interest rate was 5.90%). Prior to the April 2022 amendment, the size of the revolving credit facility was \$775.0 million, which was scheduled to mature February 11, 2024, and accrued interest either (a) at an alternate base rate plus an applicable margin not to exceed 0.50%, or (b) at LIBOR plus an applicable margin not to exceed 1.50%. The Company made no borrowings under the revolving credit facility during the three months ended March 31, 2023 and there were no amounts outstanding at March 31, 2023.

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Global Credit Revolving Credit Facility

Certain subsidiaries of the Company are parties to a revolving line of credit, primarily intended to support certain lending activities within the Global Credit segment. The credit facility, as amended, is scheduled to mature in September 2024, and has a capacity of \$250.0 million. The Company's borrowing capacity is subject to the ability of the financial institutions in the banking syndicate to fulfill their respective obligations under the credit facility. Principal amounts outstanding under the facility accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus an applicable margin not to exceed 1.00%, or (b) at the Eurocurrency rate plus an applicable margin, not to exceed 2.00%. The Company made no borrowings under the credit facility during the three months ended March 31, 2023, and there was no balance outstanding as of March 31, 2023.

CLO Borrowings

For certain of the Company's CLOs, the Company finances a portion of its investment in the CLOs through the proceeds received from term loans and other financing arrangements with financial institutions. The Company's outstanding CLO borrowings consist of the following (Dollars in millions):

Formation Date	Borrowing Outstanding March 31, 2023	Borrowing Outstanding December 31, 2022	Maturity Date (1)	Interest Rate as of March 31, 2023	
February 28, 2017	\$ 39.3	\$ 38.7	November 17, 2031	3.79%	(2)
June 29, 2017	54.1	54.8	July 20, 2030	6.47%	(4)
December 6, 2017	43.8	43.8	January 15, 2031	6.16%	(5)
March 15, 2019	1.8	1.8	March 15, 2032	11.06%	(3)
August 20, 2019	3.9	3.9	August 15, 2032	7.39%	(3)
September 15, 2020	19.3	19.1	April 15, 2033	3.87%	(3)
January 8, 2021	20.2	19.9	January 15, 2034	4.78%	(3)
March 9, 2021	19.0	19.1	August 15, 2030	4.03%	(3)
March 30, 2021	18.3	18.0	March 15, 2032	4.66%	(3)
April 21, 2021	3.5	3.4	April 15, 2033	8.14%	(3)
May 21, 2021	15.2	15.0	November 17, 2031	4.02%	(3)
June 4, 2021	20.3	20.0	January 16, 2034	4.57%	(3)
June 10, 2021	1.3	1.3	November 17, 2031	5.50%	(3)
July 15, 2021	15.2	15.0	July 15, 2034	4.58%	(3)
July 20, 2021	20.3	20.0	July 20, 2031	4.62%	(3)
August 4, 2021	16.4	16.2	August 15, 2032	4.40%	(3)
October 27, 2021	23.6	23.3	October 15, 2035	4.69%	(3)
November 5, 2021	14.1	13.8	January 14, 2034	4.37%	(3)
January 6, 2022	20.4	20.1	February 15, 2035	5.03%	(3)
February 22, 2022	20.4	20.1	November 10, 2035	5.06%	(3)
July 13, 2022	17.2	16.9	January 13, 2035	5.54%	(3)
October 25, 2022	17.8	17.5	October 25, 2035	5.62%	(3)
	<u>\$ 425.4</u>	<u>\$ 421.7</u>			

- (1) Maturity date is earlier of date indicated or the date that the CLO is dissolved.
- (2) Outstanding borrowing of €36.1 million; incurs interest at EURIBOR plus applicable margins as defined in the agreement.
- (3) Incurs interest at the average effective interest rate of each class of purchased securities plus 0.50% spread percentage.
- (4) Incurs interest at LIBOR plus 1.66%.
- (5) Incurs interest at LIBOR plus 1.37%.

The CLO term loans are secured by the Company's investments in the respective CLO, have a general unsecured interest in the Carlyle entity that manages the CLO, and generally do not have recourse to any other Carlyle entity. Interest expense for the three months ended March 31, 2023 and 2022 was \$5.2 million and \$1.7 million, respectively. The fair value of the

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outstanding balance of the CLO term loans at March 31, 2023 approximated par value based on current market rates for similar debt instruments. These CLO term loans are classified as Level III within the fair value hierarchy.

European CLO Financing - February 28, 2017

On February 28, 2017, a subsidiary of the Company entered into a financing agreement with several financial institutions under which these financial institutions provided a €36.1 million term loan (\$39.3 million at March 31, 2023) to the Company. This term loan is secured by the Company's investments in the retained notes in certain European CLOs that were formed in 2014 and 2015. This term loan will mature on the earlier of November 17, 2031 or the date that the certain European CLO retained notes have been redeemed. The Company may prepay the term loan in whole or in part at any time. Interest on this term loan accrues at EURIBOR plus applicable margins (3.79% at March 31, 2023).

Master Credit Agreement - Term Loans

The Company assumed liabilities under master credit agreements previously entered into by CBAM under which a financial institution provided term loans to CBAM for the purchase of eligible interests in CLOs (see Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022). Term loans issued under these master credit agreements are secured by the Company's investment in the respective CLO as well as any senior management fee and subordinated management fee payable by each CLO. Term loans bear interest at LIBOR plus a weighted average spread over LIBOR on the CLO notes, which is due quarterly. As of March 31, 2023, term loans under these agreements had \$97.8 million outstanding. The master credit agreements mature in July 2030 and January 2031, respectively.

CLO Repurchase Agreements

On February 5, 2019, the Company entered into a master credit facility agreement (the "Carlyle CLO Financing Facility") to finance a portion of the risk retention investments in certain European CLOs managed by the Company. The initial maximum facility amount is €100.0 million, which has been, and may further be, expanded on such terms agreed upon by the Company and the counterparty subject to the terms and conditions of the Carlyle CLO Financing Facility. Each transaction entered into under the Carlyle CLO Financing Facility will bear interest at a rate based on the weighted average effective interest rate of each class of securities that have been sold plus a spread to be agreed upon by the parties. As of March 31, 2023, €203.2 million (\$220.9 million) was outstanding under the Carlyle CLO Financing Facility.

The Company assumed liabilities under a master credit facility agreement previously entered into by CBAM (the "CBAM CLO Financing Facility," together with the Carlyle CLO Financing Facility, the "CLO Financing Facilities") to finance a portion of the risk retention investments in certain European CLOs managed by CBAM (see Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022). The maximum facility amount is €100.0 million, but may be expanded on such terms agreed upon by the Company and the counterparty subject to the terms and conditions of the CBAM CLO Financing Facility. Each transaction entered into under the CBAM CLO Financing Facility will bear interest at a rate based on the weighted average effective interest rate of each class of securities that have been sold plus a spread to be agreed upon by the parties. As of March 31, 2023, €61.9 million (\$67.3 million) was outstanding under the CBAM CLO Financing Facility.

Each transaction entered into under the CLO Financing Facility provides for payment netting and, in the case of a default or similar event with respect to the counterparty to the CLO Financing Facility, provides for netting across transactions. Generally, upon a counterparty default, the Company can terminate all transactions under the CLO Financing Facility and offset amounts it owes in respect of any one transaction against collateral, if any, or other amounts it has received in respect of any other transactions under the CLO Financing Facility; provided, however, that in the case of certain defaults, the Company may only be able to terminate and offset solely with respect to the transaction affected by the default. During the term of a transaction entered into under the CLO Financing Facility, the Company will deliver cash or additional securities acceptable to the counterparty if the securities sold are in default. Upon termination of a transaction, the Company will repurchase the previously sold securities from the counterparty at a previously determined repurchase price. The CLO Financing Facility may be terminated at any time upon certain defaults or circumstances agreed upon by the parties.

The repurchase agreements may result in credit exposure in the event the counterparty to the transaction is unable to fulfill its contractual obligations. The Company minimizes the credit risk associated with these activities by monitoring counterparty credit exposure and collateral values. Other than margin requirements, the Company is not subject to additional terms or contingencies which would expose the Company to additional obligations based upon the performance of the securities pledged as collateral.

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

Senior Notes

Certain indirect subsidiaries of the Company have issued long term borrowings in the form of senior notes, on which interest is payable semi-annually in arrears. The following table provides information regarding these senior notes (Dollars in millions):

	Aggregate Principal Amount	Fair Value ⁽¹⁾ As of		Interest Expense Three Months Ended March 31,	
		March 31, 2023	December 31, 2022	2023	2022
		5.625% Senior Notes Due 3/30/2043 ⁽²⁾	\$ 600.0	\$ 560.9	\$ 545.8
5.650% Senior Notes Due 9/15/2048 ⁽³⁾	350.0	330.3	322.2	5.0	5.0
3.500% Senior Notes Due 9/19/2029 ⁽⁴⁾	425.0	390.6	364.1	3.8	3.8
				<u>\$ 17.2</u>	<u>\$ 17.2</u>

(1) Including accrued interest. Fair value is based on indicative quotes and the notes are classified as Level II within the fair value hierarchy.

(2) Issued \$400.0 million in aggregate principal at 99.583% of par in March 2013. An additional \$200.0 million in aggregate principal was issued at 104.315% of par in March 2014, and is treated as a single class with the outstanding \$400.0 million in senior notes previously issued.

(3) Issued in September 2018 at 99.914% of par.

(4) Issued in September 2019 at 99.841% of par.

The issuers may redeem the senior notes, in whole at any time or in part from time to time, at a price equal to the greater of (i) 100% of the principal amount of the notes being redeemed and (ii) the sum of the present values of the remaining scheduled payments of principal and interest on any notes being redeemed discounted to the redemption date on a semiannual basis at the Treasury Rate plus 40 basis points (30 basis points in the case of the 3.500% senior notes), plus in each case accrued and unpaid interest on the principal amounts being redeemed.

Subordinated Notes

In May 2021, an indirect subsidiary of the Company issued \$435.0 million aggregate principal amount of 4.625% Subordinated Notes due May 15, 2061 (the "Subordinated Notes"), on which interest is payable quarterly accruing from May 11, 2021. In June 2021, an additional \$65.0 million aggregate principal amount of these Subordinated Notes were issued and are treated as a single series with the already outstanding \$435.0 million aggregate principal amount. The Subordinated Notes are unsecured and subordinated obligations of the issuer, and are fully and unconditionally guaranteed (the "Guarantees"), jointly and severally, on a subordinated basis, by the Company, each of the Carlyle Holdings partnerships, and CG Subsidiary Holdings L.L.C., an indirect subsidiary of the Company (collectively, the "Guarantors"). The Consolidated Funds are not guarantors, and as such, the assets of the Consolidated Funds are not available to service the Subordinated Notes under the Guarantee. The Subordinated Notes may be redeemed at the issuer's option in whole at any time or in part from time to time on or after June 15, 2026 at a redemption price equal to their principal amount plus any accrued and unpaid interest to, but excluding, the date of redemption. If interest due on the Subordinated Notes is deemed no longer to be deductible in the U.S., a "Tax Redemption Event," the Subordinated Notes may be redeemed, in whole, but not in part, within 120 days of the occurrence of such event at a redemption price equal to their principal amount plus accrued and unpaid interest to, but excluding, the date of redemption. In addition, the Subordinated Notes may be redeemed, in whole, but not in part, at any time prior to May 15, 2026, within 90 days of the rating agencies determining that the Subordinated Notes should no longer receive partial equity treatment pursuant to the rating agency's criteria, a "rating agency event," at a redemption price equal to 102% of their principal amount plus any accrued and unpaid interest to, but excluding, the date of redemption.

As of March 31, 2023 and December 31, 2022, the fair value of the Subordinated Notes was \$368.0 million and \$323.8 million, respectively. Fair value is based on active market quotes and the notes are classified as Level I within the fair value hierarchy. For both the three months ended March 31, 2023 and 2022, the Company incurred \$5.9 million of interest expense on the Subordinated Notes.

Debt Covenants

The Company is subject to various financial covenants under its loan agreements including, among other items, maintenance of a minimum amount of management fee-earning assets. The Company is also subject to various non-financial

Notes to the Condensed Consolidated Financial Statements
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covenants under its loan agreements and the indentures governing its senior notes. The Company was in compliance with all financial and non-financial covenants under its various loan agreements as of March 31, 2023.

Loans Payable of Consolidated Funds

Loans payable of Consolidated Funds primarily represent amounts due to holders of debt securities issued by the CLOs. As of March 31, 2023 and December 31, 2022, the following borrowings were outstanding, which includes preferred shares classified as liabilities (Dollars in millions):

	As of March 31, 2023			
	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes ⁽¹⁾	\$ 5,909.0	\$ 5,451.1	4.74 %	9.23
Subordinated notes ⁽²⁾	254.9	196.8	N/A (3)	9.44
Total	\$ 6,163.9	\$ 5,647.9		

	As of December 31, 2022			
	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes ⁽¹⁾	\$ 5,849.2	\$ 5,303.3	3.97 %	9.48
Subordinated notes ⁽²⁾	234.0	188.3	N/A (3)	9.69
Total	\$ 6,083.2	\$ 5,491.6		

- (1) Borrowing Outstanding as of March 31, 2023 and December 31, 2022 includes \$280.5 million and \$235.6 million of senior secured notes that are carried at par value, respectively. The fair value of these senior secured notes at March 31, 2023 and December 31, 2022, approximated par value based on current market rates for similar debt instruments. These senior secured notes are classified as Level III within the fair value hierarchy.
- (2) Borrowing Outstanding as of March 31, 2023 and December 31, 2022 includes \$157.5 million and \$178.0 million of revolving credit balances that are carried at amortized cost, respectively.
- (3) The subordinated notes do not have contractual interest rates, but instead receive distributions from the excess cash flows of the CLOs.

Loans payable of the CLOs are collateralized by the assets held by the CLOs and the assets of one CLO may not be used to satisfy the liabilities of another. This collateral consisted of cash and cash equivalents, corporate loans, corporate bonds and other securities. As of March 31, 2023 and December 31, 2022, the fair value of the CLO assets was \$6.3 billion and \$6.2 billion, respectively.

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

7. Accrued Compensation and Benefits

Accrued compensation and benefits consist of the following:

	As of	
	March 31, 2023	December 31, 2022
(Dollars in millions)		
Accrued performance allocations and incentive fee related compensation	\$ 3,637.0	\$ 3,625.3
Accrued bonuses ⁽¹⁾	132.8	466.6
Employment-based contingent cash consideration ⁽²⁾	2.4	76.5
Accrued pension liability	7.3	9.5
Other ⁽³⁾	114.7	143.0
Total	\$ 3,894.2	\$ 4,320.9

(1) Includes \$4.8 million related to make-whole cash incentive awards granted in connection with the appointment of the Company's Chief Executive Officer as of March 31, 2023.

(2) The acquisition of Carlyle Aviation Partners, Ltd. ("Carlyle Aviation Partners," formerly known as Apollo Aviation Group) in December 2018 included an earn-out of up to \$150.0 million that was payable upon the achievement of certain revenue and earnings performance targets during 2020 through 2025, which was accounted for as compensation expense. During the three months ended March 31, 2023, the Company entered into a termination and settlement agreement with respect to the earn-out, pursuant to which the Company paid \$68.6 million, based on Carlyle Aviation's performance, and will pay an aggregate \$2.4 million in installments in 2024 and 2025. The acquisition of Abingworth LLP ("Abingworth") in August 2022 included an earn-out of up to \$130.0 million payable upon the achievement of certain revenue and earnings performance targets during 2023 through 2028, which is accounted for as compensation expense. No amount has been accrued as of March 31, 2023. See Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 for additional information on the Abingworth acquisition.

(3) Includes \$17.7 million and \$26.7 million of realized performance allocations and incentive fee related compensation not yet paid to participants as of March 31, 2023 and December 31, 2022, respectively.

The following table presents realized and unrealized performance allocations and incentive fee related compensation:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Realized	\$ 103.6	\$ 137.6
Unrealized	2.1	233.1
Total	\$ 105.7	\$ 370.7

8. Commitments and Contingencies

Capital Commitments

The Company and its unconsolidated affiliates have unfunded commitments to entities within the following segments as of March 31, 2023 (Dollars in millions):

	Unfunded Commitments
Global Private Equity	\$ 3,509.1
Global Credit	453.3
Global Investment Solutions	213.5
Total	\$ 4,175.9

Of the \$4.2 billion of unfunded commitments, approximately \$3.5 billion is subscribed individually by senior Carlyle professionals, advisors and other professionals, with the balance funded directly by the Company. In addition to these unfunded commitments, the Company may from time to time exercise its right to purchase additional interests in its investment funds that become available in the ordinary course of their operations

**Notes to the Condensed Consolidated Financial Statements
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Under the Carlyle Global Capital Markets platform, certain subsidiaries of the Company may act as an underwriter, syndicator or placement agent for security offerings and loan originations. The Company earns fees in connection with these activities and bears the risk of the sale of such securities and placement of such loans, which may be longer dated. As of March 31, 2023, the Company had no unfunded commitments related to the origination and syndication of loans and securities under the Carlyle Global Capital Markets platform.

Guaranteed Loans

From time to time, the Company or its subsidiaries may enter into agreements to guarantee certain obligations of the investment funds related to, for example, credit facilities or equity commitments. Certain consolidated subsidiaries of the Company are the guarantors of revolving credit facilities for certain funds in the Global Investment Solutions segment. The guarantee is limited to the lesser of the total amount drawn under the credit facilities or the total of net asset value of the guarantor subsidiaries plus any uncalled capital of the applicable general partner, and was approximately \$6.7 million as of March 31, 2023. The outstanding balances are secured by uncalled capital commitments from the underlying funds and the Company believes the likelihood of any material funding under this guarantee to be remote.

Contingent Obligations (Giveback)

A liability for potential repayment of previously received performance allocations of \$40.9 million at March 31, 2023 was shown as accrued giveback obligations in the unaudited condensed consolidated balance sheets, representing the giveback obligation that would need to be paid if the funds were liquidated at their current fair values at March 31, 2023. However, the ultimate giveback obligation, if any, generally is not paid until the end of a fund's life or earlier if the giveback becomes fixed and early payment is agreed upon by the fund's partners (see Note 2). The Company had \$10.0 million of unbilled receivables from former and current employees and senior Carlyle professionals as of March 31, 2023 related to giveback obligations. Any such receivables are collateralized by investments made by individual senior Carlyle professionals and employees in Carlyle-sponsored funds. In addition, \$150.3 million have been withheld from distributions of carried interest to senior Carlyle professionals and employees for potential giveback obligations as of March 31, 2023. Such amounts are held on behalf of the respective current and former Carlyle employees to satisfy any givebacks they may owe and are held by entities not included in the accompanying unaudited condensed consolidated balance sheets. Current and former senior Carlyle professionals and employees are personally responsible for their giveback obligations. As of March 31, 2023, approximately \$18.9 million of the Company's accrued giveback obligation is the responsibility of various current and former senior Carlyle professionals and other former limited partners of the Carlyle Holdings partnerships, and the net accrued giveback obligation attributable to the Company is \$22.0 million.

If, at March 31, 2023, all of the investments held by the Company's Funds were deemed worthless, a possibility that management views as remote, the amount of realized and distributed carried interest subject to potential giveback would be \$1.5 billion, on an after-tax basis where applicable, of which approximately \$0.7 billion would be the responsibility of current and former senior Carlyle professionals.

Leases

The Company's leases primarily consist of operating leases for office space in various countries around the world, including its largest offices in Washington, D.C., New York City, London and Hong Kong. These leases have remaining lease terms of one year to 14 years, some of which include options to extend for up to five years and some of which include an option to terminate the leases within one year. The Company also has operating leases for office equipment and vehicles, which are not significant. The Company assesses its lease right-of-use assets for impairment consistent with its impairment assessment of other long-lived assets.

**Notes to the Condensed Consolidated Financial Statements
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The following table summarizes the Company’s lease cost, cash flows and other supplemental information related to its operating leases (Dollars in millions):

	Three Months Ended March 31,	
	2023	2022
Operating lease cost	\$ 14.1	\$ 14.0
Sublease income	(1.5)	(1.5)
Total operating lease cost	<u>\$ 12.6</u>	<u>\$ 12.5</u>
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 16.3	\$ 16.0
Weighted-average remaining lease term	10.9 years	11.8 years
Weighted-average discount rate	4.2 %	4.1 %

Maturities of lease liabilities related to operating leases were as follows (Dollars in millions):

Year ending December 31,		
2023 (excluding the three months ended March 31, 2023)	\$	51.4
2024		65.0
2025		61.0
2026		58.6
2027		59.2
Thereafter		340.0
Total lease payments	\$	635.2
Less payments for leases that have not yet commenced		(25.8)
Less imputed interest		(114.5)
Total lease liabilities	<u>\$</u>	<u>494.9</u>

Legal Matters

In the ordinary course of business, the Company is a party to litigation, investigations, inquiries, employment-related matters, disputes and other potential claims. Certain of these matters are described below. The Company is not currently able to estimate the reasonably possible amount of loss or range of loss, in excess of amounts accrued, for the matters that have not been resolved. The Company does not believe it is probable that the outcome of any existing litigation, investigations, disputes or other potential claims will materially affect the Company or these financial statements in excess of amounts accrued. The Company believes that the claims alleged against it in the matters described below are without merit.

The Authentix Matter

Authentix, Inc. (“Authentix”) was a majority-owned portfolio company in one of the Company’s investment funds, Carlyle U.S. Growth Fund III, L.P. (“CGF III”). When Authentix was owned by CGF III, two of the Company’s employees served on Authentix’s board of directors. After a lengthy sale process, Authentix was sold for an aggregate sale price of \$87.5 million. On August 7, 2020, certain of the former minority shareholders in Authentix filed suit in Delaware Chancery Court, alleging that the Authentix board of directors, CGF III, and the Company breached various fiduciary duties by agreeing to a sale of Authentix at an inopportune time and at a price that was too low. Plaintiffs seek damages for a portion of the lost profits from the sale—the difference between the actual sale price and the purported maximum amount for which Authentix could have sold, multiplied by plaintiff’s ownership percentage. Plaintiffs also seek disgorgement of any profits received by the Company stemming from the sale. A trial is scheduled to begin in Delaware in October 2023. The former directors of Authentix are covered by indemnification from Authentix and an Authentix insurance policy. The defendants intend to contest the claims vigorously.

**Notes to the Condensed Consolidated Financial Statements
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The Tax Receivable Agreement Matter

The Company came into existence on January 1, 2020, when its predecessor, The Carlyle Group, L.P. (the “PTP”), converted from a partnership into a corporation (the “Conversion”). On July 29, 2022, an alleged stockholder of the Company, the City of Pittsburgh Comprehensive Municipal Trust Fund (the “Plaintiff”), filed suit in the Delaware Court of Chancery, alleging a direct claim against the Company for breach of its certificate of incorporation and a derivative claim on behalf of the Company against certain current and former officers and directors of the Company. Plaintiff challenges the receipt, by certain officers of the PTP and certain directors of the general partner of the PTP, of a right to cash payments associated with the elimination of a tax receivable agreement in connection with the Conversion. Plaintiff is seeking monetary damages, restitution, and an injunction preventing the Company from making any future cash payments for the elimination of the tax receivable agreement in connection with the Conversion. By virtue of the derivative nature of the primary claims (i.e., that the claims are aimed primarily at certain officers and directors), it is remote that the Company itself will pay material damage awards based on the Plaintiff’s claims, although the Company is expected to incur legal defense fees to the extent not covered by insurance. The defendants filed a motion to dismiss the complaint on October 28, 2022. The Plaintiff amended its complaint on January 31, 2023. The officer and director defendants intend to contest the claims vigorously.

SEC Investigation

As part of a sweep investigation of financial services and investment advisory firms, in October 2022, the Company received from the SEC a request for information related to the preservation of certain types of electronic business communications (e.g., text messages and messages on WhatsApp, WeChat, and similar applications). The Company intends to cooperate fully with the SEC’s inquiry.

The Company currently is and expects to continue to be, from time to time, subject to examinations, formal and informal inquiries and investigations by various U.S. and non-U.S. governmental and regulatory agencies, including but not limited to, the SEC, Department of Justice, state attorneys general, FINRA, National Futures Association and the U.K. Financial Conduct Authority. The Company routinely cooperates with such examinations, inquiries and investigations, and they may result in the commencement of civil, criminal, or administrative or other proceedings against the Company or its personnel.

It is not possible to predict the ultimate outcome of all pending investigations and legal proceedings and employment-related matters, and some of the matters discussed above involve claims for potentially large and/or indeterminate amounts of damages. Based on information known by management, management does not believe that as of the date of this filing the final resolutions of the matters above will have a material effect upon the Company’s unaudited condensed consolidated financial statements. However, given the potentially large and/or indeterminate amounts of damages sought in certain of these matters and the inherent unpredictability of investigations and litigations, it is possible that an adverse outcome in certain matters could, from time to time, have a material effect on the Company’s financial results in any particular period.

The Company accrues an estimated loss contingency liability when it is probable that such a liability has been incurred and the amount of the loss can be reasonably estimated. As of March 31, 2023, the Company had recorded liabilities aggregating to approximately \$35 million for litigation-related contingencies, regulatory examinations and inquiries, and other matters. The Company evaluates its outstanding legal and regulatory proceedings and other matters each quarter to assess its loss contingency accruals, and makes adjustments in such accruals, upward or downward, as appropriate, based on management’s best judgment after consultation with counsel. There is no assurance that the Company’s accruals for loss contingencies will not need to be adjusted in the future or that, in light of the uncertainties involved in such matters, the ultimate resolution of these matters will not significantly exceed the accruals that the Company has recorded.

Indemnifications

In the normal course of business, the Company and its subsidiaries enter into contracts that contain a variety of representations and warranties and provide general indemnifications. The Company’s maximum exposure under these arrangements is unknown as this would involve future claims that may be made against the Company that have not yet occurred. However, based on experience, the Company believes the risk of material loss to be remote.

In connection with the sale of the Company’s interest in its local Brazilian management entity in August 2021, the Company provided a guarantee to the acquiring company of up to BRL 100.0 million (\$19.7 million as of March 31, 2023) for liabilities arising from tax-related indemnifications. This guarantee, which will expire in August 2027, would only come into effect after all alternative remedies have been exhausted. The Company believes the likelihood of any material funding under this guarantee to be remote.

**Notes to the Condensed Consolidated Financial Statements
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Risks and Uncertainties

Carlyle's funds seek investment opportunities that offer the possibility of attaining substantial capital appreciation. Certain events particular to each industry in which the underlying investees conduct their operations, as well as general economic, political, regulatory and public health conditions, may have a significant negative impact on the Company's investments and profitability. The funds managed by the Company may also experience a slowdown in the deployment of capital, which could adversely affect the Company's ability to raise capital for new or successor funds and could also impact the management fees the Company earns on its carry funds and managed accounts, and/or result in the impairment of intangible assets and/or goodwill in the case of the Company's acquired businesses. Such events are beyond the Company's control, and the likelihood that they may occur and the effect on the Company cannot be predicted.

Furthermore, certain of the funds' investments are made in private companies and there are generally no public markets for the underlying securities at the current time. The funds' ability to liquidate their publicly-traded investments are often subject to limitations, including discounts that may be required to be taken on quoted prices due to the number of shares being sold. The funds' ability to liquidate their investments and realize value is subject to significant limitations and uncertainties, including among others currency fluctuations and natural disasters.

The Company and the funds make investments outside of the United States. Investments outside the United States may be subject to less developed bankruptcy, corporate, partnership and other laws (which may have the effect of disregarding or otherwise circumventing the limited liability structures potentially causing the actions or liabilities of one fund or a portfolio company to adversely impact the Company or an unrelated fund or portfolio company). Non-U.S. investments are subject to the same risks associated with the Company's U.S. investments as well as additional risks, such as fluctuations in foreign currency exchange rates, unexpected changes in regulatory requirements, heightened risk of political and economic instability, difficulties in managing non-U.S. investments, potentially adverse tax consequences and the burden of complying with a wide variety of foreign laws.

Furthermore, Carlyle is exposed to economic risk concentrations related to certain large investments as well as concentrations of investments in certain industries and geographies.

Additionally, the Company encounters credit risk. Credit risk is the risk of default by a counterparty in the Company's investments in debt securities, loans, leases and derivatives that result from a borrower's, lessee's or derivative counterparty's inability or unwillingness to make required or expected payments. The Company is subject to credit risk should a financial institution be unable to fulfill its obligations.

The Company considers cash, cash equivalents, securities, receivables, principal equity method investments, accounts payable, accrued expenses, other liabilities, loans, senior notes, assets and liabilities of Consolidated Funds and contingent and other consideration for acquisitions to be its financial instruments. Except for the senior notes, subordinated notes and compensatory contingent and other consideration for acquisitions, the carrying amounts reported in the unaudited condensed consolidated balance sheets for these financial instruments equal or closely approximate their fair values. The fair value of the senior and subordinated notes is disclosed in Note 6.

9. Related Party Transactions**Due from Affiliates and Other Receivables, Net**

The Company had the following due from affiliates and other receivables at March 31, 2023 and December 31, 2022:

	As of	
	March 31, 2023	December 31, 2022
(Dollars in millions)		
Accrued incentive fees	\$ 17.5	\$ 16.4
Unbilled receivable for giveback obligations from current and former employees	10.0	10.4
Notes receivable and accrued interest from affiliates	32.9	41.5
Management fee, reimbursable expenses and other receivables from unconsolidated funds and affiliates, net	438.9	511.1
Total	\$ 499.3	\$ 579.4

**Notes to the Condensed Consolidated Financial Statements
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Reimbursable expenses and other receivables from certain of the unconsolidated funds and portfolio companies relate to management fees receivable from limited partners, advisory fees receivable and expenses paid on behalf of these entities. These costs represent costs related to the pursuit of actual or proposed investments, professional fees and expenses associated with the acquisition, holding and disposition of the investments. The affiliates are obligated at the discretion of the Company to reimburse the expenses. Based on management's determination, the Company accrues and charges interest on amounts due from affiliate accounts at interest rates ranging up to 7.02% as of March 31, 2023. The accrued and charged interest to the affiliates was not significant for any period presented.

Notes receivable includes loans that the Company has provided to certain unconsolidated funds to meet short-term obligations to purchase investments. Notes receivable as of March 31, 2023 and December 31, 2022 also include interest-bearing loans of \$21.8 million and \$23.2 million, respectively, to certain eligible Carlyle employees, which excludes Section 16 officers and other members of senior management, to finance their investments in certain Carlyle sponsored funds. These advances accrue interest at the WSJ Prime Rate minus 1.00% floating with a floor rate of 3.50% (7.00% as of March 31, 2023) and are collateralized by each borrower's interest in the Carlyle sponsored funds.

These receivables are assessed regularly for collectability and amounts determined to be uncollectible are charged directly to general, administrative and other expenses in the condensed consolidated statements of operations. A corresponding allowance for doubtful accounts is recorded and such amounts were not significant for any period presented.

Due to Affiliates

The Company had the following due to affiliates balances at March 31, 2023 and December 31, 2022:

	As of	
	March 31, 2023	December 31, 2022
(Dollars in millions)		
Due to affiliates of Consolidated Funds	\$ 11.6	\$ 16.4
Due to non-consolidated affiliates	130.9	87.1
Amounts owed under the tax receivable agreement	79.6	100.0
Deferred consideration for Carlyle Holdings units	65.2	134.4
Other	26.8	24.6
Total	\$ 314.1	\$ 362.5

The Company has recorded obligations for amounts due to certain of its affiliates. The Company periodically offsets expenses it has paid on behalf of its affiliates against these obligations.

Deferred consideration for Carlyle Holdings units relates to the remaining obligation to the holders of Carlyle Holdings partnership units who will receive cash payments aggregating to \$1.50 per Carlyle Holdings partnership unit exchanged in connection with the Conversion, payable in five annual installments of \$0.30. The first four annual installment payments occurred in January in each of 2020, 2021, 2022 and 2023. The obligation was initially recorded at fair value, net of a discount of \$11.3 million and measured using Level III inputs in the fair value hierarchy.

In connection with the Company's initial public offering, the Company entered into a tax receivable agreement with the limited partners of the Carlyle Holdings partnerships whereby certain subsidiaries of the Partnership agreed to pay to the limited partners of the Carlyle Holdings partnerships involved in any exchange transaction 85% of the amount of cash tax savings, if any, in U.S. federal, state and local income tax realized as a result of increases in tax basis resulting from exchanges of Carlyle Holdings Partnership units for common units of The Carlyle Group L.P.

Other Related Party Transactions

In the normal course of business, the Company has made use of aircraft owned by entities controlled by senior Carlyle professionals (see Note 11 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022). The Company terminated its remaining aircraft lease agreement in 2022 and as of March 31, 2023 the Company had no active aircraft lease agreements. During the three months ended March 31, 2023, the Company received a final reimbursement related to these aircraft totaling \$0.4 million. During the three months ended March 31, 2022, the Company received net reimbursements related to these aircraft totaling \$0.1 million. The accrual of aircraft fees is included in general, administrative, and other expenses in the unaudited condensed consolidated statements of operations.

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On May 5, 2020, the Company purchased 2,000,000 of the BDC Preferred Shares from CSL in a private placement at a price of \$25 per share. Dividends are payable on a quarterly basis in an initial amount equal to 7.0% per annum payable in cash, or, at CSL's option, 9.0% per annum payable in additional BDC Preferred Shares. The BDC Preferred Shares are convertible at the Company's option, in whole or in part, into the number of shares of common stock equal to \$25 per share plus any accumulated but unpaid dividends divided by an initial conversion price of \$9.50 per share, subject to certain adjustments. At any time after May 5, 2023 and with the approval of its board of directors, CSL will have the option to redeem the BDC Preferred Shares, in whole or in part. In such case, the Company has the right to convert its shares, in whole or in part, prior to the date of redemption. For both the three months ended March 31, 2023 and 2022, the Company recorded dividend income of \$0.9 million. Dividend income from the BDC Preferred Shares is included in interest and other income in the unaudited condensed consolidated statements of operations. The Company's investment in the BDC Preferred Shares, which is recorded at fair value, was \$73.6 million and \$76.9 million as of March 31, 2023 and December 31, 2022, respectively, and is included in investments, including accrued performance allocations, in the unaudited condensed consolidated balance sheets.

Senior Carlyle professionals and employees are permitted to participate in co-investment entities that invest in Carlyle funds or alongside Carlyle funds. In many cases, participation is limited by law to individuals who qualify under applicable legal requirements. These co-investment entities generally do not require senior Carlyle professionals and employees to pay management or performance allocations, however, Carlyle professionals and employees are required to pay their portion of partnership expenses.

Carried interest income from certain funds can be distributed to senior Carlyle professionals and employees on a current basis, but is subject to repayment by the subsidiary of the Company that acts as general partner of the fund in the event that certain specified return thresholds are not ultimately achieved. The senior Carlyle professionals and certain other investment professionals have personally guaranteed, subject to certain limitations, the obligation of these subsidiaries in respect of this general partner obligation. Such guarantees are several and not joint and are limited to a particular individual's distributions received.

The Company does business with some of its portfolio companies; all such arrangements are on a negotiated basis.

Substantially all revenue is earned from affiliates of Carlyle.

10. Income Taxes

The Company's provision (benefit) for income taxes was \$34.3 million and \$147.9 million for the three months ended March 31, 2023 and 2022, respectively. The Company's effective tax rate was approximately 21% and 20% for the three months ended March 31, 2023 and 2022, respectively. The effective tax rate for the three months ended March 31, 2023 and 2022 is primarily comprised of the 21% U.S. federal corporate income tax rate plus U.S. state and foreign corporate income taxes and tax deductions resulting from the vesting of restricted stock units during the period, offset by disallowed executive compensation. The effective tax rate for the three months ended March 31, 2022 also reflects a deferred tax benefit resulting from a reduction in certain future foreign withholding taxes. As of March 31, 2023 and December 31, 2022, the Company had federal, state, local and foreign taxes payable of \$33.9 million and \$39.7 million, respectively, which is recorded as a component of accounts payable, accrued expenses and other liabilities on the accompanying unaudited condensed consolidated balance sheets.

In the normal course of business, the Company is subject to examination by federal and certain state, local and foreign tax regulators. With a few exceptions, as of March 31, 2023, the Company's U.S. federal income tax returns for the years 2019 through 2021 are open under the normal three-year statute of limitations and therefore subject to examination. State and local tax returns are generally subject to audit from 2017 to 2021. Foreign tax returns are generally subject to audit from 2011 to 2021. Certain of the Company's affiliates are currently under audit by federal, state and foreign tax authorities.

The Company does not believe that the outcome of the audits will require it to record material reserves for uncertain tax positions or that the outcome will have a material impact on the consolidated financial statements. The Company does not believe that it has any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next twelve months.

On July 1, 2022, the State of New York issued proposed regulations, related to its 2015 law change, that may require corporate managers of investment funds (non-broker dealers) to change how they source income to New York state, which may result in an increase in the Company's taxable income to New York. These regulations will not be effective until promulgated. The Company has not yet determined the effect of these proposed regulations on its tax provision.

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On August 16, 2022, the Inflation Reduction Act of 2022 (“IRA”) was signed into law. The IRA enacted a 15% corporate alternative minimum tax (“CAMT”) on the “adjusted financial statement income” of certain large corporations, which became effective on January 1, 2023. During the three months ended March 31, 2023, the Company recorded an estimate for CAMT, which resulted in no net impact to the provision (benefit) for income taxes, as the estimated current tax expense is offset by a deferred tax benefit. The Company will continue to monitor as additional guidance is released by the U.S. Department of the Treasury, the IRS, and other standard-setting bodies.

11. Non-controlling Interests in Consolidated Entities

The components of the Company’s non-controlling interests in consolidated entities are as follows:

	As of	
	March 31, 2023	December 31, 2022
	(Dollars in millions)	
Non-Carlyle interests in Consolidated Funds	\$ 444.5	\$ 412.0
Non-Carlyle interests in majority-owned subsidiaries	189.4	186.9
Non-controlling interest in carried interest, giveback obligations and cash held for carried interest distributions	2.8	1.4
Non-controlling interests in consolidated entities	<u>\$ 636.7</u>	<u>\$ 600.3</u>

The components of the Company’s non-controlling interests in income of consolidated entities are as follows:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Non-Carlyle interests in Consolidated Funds	\$ 17.2	\$ 25.1
Non-Carlyle interests in majority-owned subsidiaries	5.5	(2.4)
Non-controlling interest in carried interest, giveback obligations and cash held for carried interest distributions	1.9	0.5
Non-controlling interests in income of consolidated entities	<u>\$ 24.6</u>	<u>\$ 23.2</u>

12. Earnings Per Common Share

Basic and diluted net income (loss) per common share are calculated as follows:

	Three Months Ended March 31, 2023	
	Basic	Diluted
Net income attributable to common shares	\$ 100,700,000	\$ 100,700,000
Weighted-average common shares outstanding	362,944,260	365,357,833
Net income per common share	<u>\$ 0.28</u>	<u>\$ 0.28</u>

	Three Months Ended March 31, 2022	
	Basic	Diluted
Net income attributable to common shares	\$ 571,600,000	\$ 571,600,000
Weighted-average common shares outstanding	357,574,838	363,010,282
Net income per common share	<u>\$ 1.60</u>	<u>\$ 1.57</u>

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The weighted-average common shares outstanding, basic and diluted, are calculated as follows:

	Three Months Ended March 31, 2023	
	Basic	Diluted
The Carlyle Group Inc. weighted-average common shares outstanding	362,944,260	362,944,260
Unvested restricted stock units	—	1,702,114
Issuable common shares and performance-vesting restricted stock units	—	711,459
Weighted-average common shares outstanding	<u>362,944,260</u>	<u>365,357,833</u>

	Three Months Ended March 31, 2022	
	Basic	Diluted
The Carlyle Group Inc. weighted-average common shares outstanding	357,574,838	357,574,838
Unvested restricted stock units	—	3,695,350
Issuable common shares and performance-vesting restricted stock units	—	1,740,094
Weighted-average common shares outstanding	<u>357,574,838</u>	<u>363,010,282</u>

The Company applies the treasury stock method to determine the dilutive weighted-average common shares represented by the unvested restricted stock units. Also included in the determination of dilutive weighted-average common shares are issuable common shares associated with the Company's acquisitions, investment in NGP, performance-vesting restricted stock units and issuable common shares associated with a program under which the Company may distribute realized performance allocation related compensation in fully vested, newly issued shares (see Note 13 to the unaudited condensed consolidated financial statements).

13. Equity

Stock Repurchase Program

In October 2021, the Board of Directors of the Company authorized the repurchase of up to \$400 million of common stock. In February 2023, the Board of Directors replenished the repurchase program and expanded the limit to \$500 million of common stock in aggregate, effective March 31, 2023. Under this repurchase program, shares of common stock may be repurchased from time to time in open market transactions, in privately negotiated transactions or otherwise, including through Rule 10b5-1 plans. The timing and actual number of shares of common stock repurchased will depend on a variety of factors, including legal requirements, price, and economic and market conditions. This repurchase program may be suspended or discontinued at any time and does not have a specified expiration date. During the three months ended March 31, 2023 and 2022, the Company paid an aggregate of \$100.3 million and \$80.4 million, respectively, to repurchase and retire approximately 3.0 million and 1.7 million shares, respectively, with all of the repurchases done via open market and brokered transactions. As of March 31, 2023, \$500 million of repurchase capacity remained under the program.

The IRA also enacted a 1% excise tax on certain actual and deemed stock repurchases by publicly traded U.S. corporations effective January 1, 2023. The value of repurchases subject to the tax is reduced by the value of any stock issued by the corporation during the tax year, including stock issued or provided to the employees of the corporation. The excise tax is accounted for in equity as an additional repurchase cost.

Shares Issued in Connection with Acquisitions

In March 2022, the Company issued 4.2 million shares of common stock, which represented \$194.5 million of the purchase price paid in the acquisition of management contracts related to a portfolio of assets from CBAM. See Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

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Shares Issued for Performance Allocation Related Compensation

In October 2021, the Company commenced a program under which, at the Company's discretion, up to 20% of realized performance allocations and incentive fee related compensation over a certain threshold amount may be distributed in fully vested, newly issued shares of the Company's common stock. Shares issued under the program are accounted for as performance allocations and incentive fee related compensation and do not result in incremental compensation expense. In the third quarter of 2022, the Company paused the issuance of shares pursuant to this program and the Company did not issue shares for performance allocation related compensation during the three months ended March 31, 2023. During the three months ended March 31, 2022, the Company distributed 636,461 fully vested, newly issued common shares, related to previously accrued performance allocations and incentive fee related compensation of \$31.3 million.

Dividends

The table below presents information regarding the quarterly dividends on the common shares, which were made at the sole discretion of the Board of Directors of the Company.

<u>Dividend Record Date</u>	<u>Dividend Payment Date</u>	<u>Dividend per Common Share</u>	<u>Dividend to Common Stockholders</u>
(Dollars in millions, except per share data)			
May 10, 2022	May 17, 2022	\$ 0.325	\$ 117.6
August 9, 2022	August 16, 2022	0.325	118.3
November 18, 2022	November 25, 2022	0.325	118.2
February 22, 2023	March 1, 2023	0.325	118.4
Total 2022 Dividend Year		\$ 1.30	\$ 472.5
May 16, 2023	May 23, 2023	\$ 0.35	\$ 126.7
Total 2023 Dividend Year (through Q1 2023)		\$ 0.35	\$ 126.7

The Board of Directors will take into account general economic and business conditions, as well as the Company's strategic plans and prospects, business and investment opportunities, financial condition and obligations, legal, tax and regulatory restrictions, other constraints on the payment of dividends by the Company to its common stockholders or by subsidiaries to the Company, and other such factors as the Board of Directors may deem relevant. In addition, the terms of the Company's credit facility provide certain limits on the Company's ability to pay dividends.

14. Equity-Based Compensation

In May 2012, Carlyle Group Management L.L.C., the general partner of the Partnership, adopted the Equity Incentive Plan. The Equity Incentive Plan, which was amended on January 1, 2020 in connection with the Conversion to reflect shares of the Company's common stock, is a source of equity-based awards permitting the Company to grant to Carlyle employees, directors and consultants non-qualified options, share appreciation rights, common shares, restricted stock units and other awards based on the Company's common shares. On June 1, 2021, the shareholders of the Company approved an amended and restated Equity Incentive Plan that removed a provision providing for the automatic increase in the number of the Company's common shares available for grant and reset the total number of shares of common stock available for grant to 16,000,000 for awards granted under the plan after June 1, 2021. As of March 31, 2023, the total number of the Company's common shares available for grant under the amended and restated Equity Incentive Plan was 3,527,870.

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A summary of the status of the Company's non-vested equity-based awards as of March 31, 2023 and a summary of changes for the three months ended March 31, 2023, are presented below:

Unvested Shares	Restricted Stock Units	Weighted-Average Grant Date Fair Value	Unvested Common Shares ⁽¹⁾	Weighted-Average Grant Date Fair Value
Balance, December 31, 2022	10,865,248	\$ 35.78	452,880	\$ 39.73
Granted ⁽²⁾	16,729,897	\$ 30.16	258,579	\$ 34.65
Vested	2,756,607	\$ 27.94	—	\$ —
Forfeited	102,310	\$ 35.62	—	\$ —
Balance, March 31, 2023	24,736,228	\$ 32.86	711,459	\$ 37.88

(1) Includes common shares issued in connection with the Company's investment in NGP.

(2) Includes 6,762,219 shares related to equity inducement awards granted in connection with the appointment of the Company's Chief Executive Officer, as well as 63,849 shares reserved for issuance upon the settlement of dividend-equivalent rights carried by certain restricted stock units concurrently with the settlement of the restricted stock units for shares.

The Company recorded compensation expense, net of forfeitures, for restricted stock units of \$54.4 million and \$39.7 million for the three months ended March 31, 2023 and 2022, respectively, with \$9.7 million and \$7.9 million of corresponding deferred tax benefits, respectively. As of March 31, 2023, the total unrecognized equity-based compensation expense related to unvested restricted stock units was \$683.1 million, which is expected to be recognized over a weighted-average term of 2.7 years.

15. Segment Reporting

Carlyle conducts its operations through three reportable segments:

Global Private Equity – The Global Private Equity segment advises the Company's buyout, middle market and growth capital funds, its U.S. and internationally focused real estate funds, and its infrastructure and natural resources funds. The segment also includes the NGP Carry Funds advised by NGP.

Global Credit – The Global Credit segment advises funds and vehicles that pursue investment strategies including loans and structured credit, direct lending, opportunistic credit, distressed credit, aircraft financing and servicing, infrastructure debt, insurance solutions and global capital markets.

Global Investment Solutions – The Global Investment Solutions segment advises global private equity programs and related co-investment and secondary activities.

The Company's reportable business segments are differentiated by their various investment focuses and strategies. Overhead costs are generally allocated based on cash-based compensation and benefits expense for each segment. The Company's earnings from its investment in NGP are presented in the respective operating captions within the Global Private Equity segment.

Distributable Earnings. Distributable Earnings, or "DE," is a key performance benchmark used in the Company's industry and is evaluated regularly by management in making resource deployment and compensation decisions and in assessing performance of the Company's three reportable segments. Management also uses DE in budgeting, forecasting, and the overall management of the Company's segments. Management believes that reporting DE is helpful to understanding the Company's business and that investors should review the same supplemental financial measure that management uses to analyze the Company's segment performance. DE is intended to show the amount of net realized earnings without the effects of the consolidation of the Consolidated Funds. DE is derived from the Company's segment reported results and is used to assess performance.

Distributable Earnings differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it includes certain tax expenses associated with certain foreign performance revenues (comprised of performance allocations and incentive fees), and does not include unrealized performance allocations and related compensation expense, unrealized principal investment income, equity-based compensation expense, net income (loss) attributable to non-Carlyle interests in consolidated entities, or charges (credits) related to Carlyle corporate actions and non-recurring items. Charges (credits) related to Carlyle corporate actions and non-recurring items include: charges (credits) associated with acquisitions, dispositions or strategic investments, changes in the tax receivable agreement liability, amortization and any impairment charges associated with acquired intangible assets, transaction costs associated with acquisitions and dispositions, charges

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associated with earn-outs and contingent consideration including gains and losses associated with the estimated fair value of contingent considerations issued in conjunction with acquisitions or strategic investments, impairment charges associated with lease right-of-use assets, gains and losses from the retirement of debt, charges associated with contract terminations and employee severance. Management believes the inclusion or exclusion of these items provides investors with a meaningful indication of the Company's core operating performance.

Fee Related Earnings. Fee Related Earnings, or "FRE," is used to assess the ability of the business to cover direct base compensation and operating expenses from total fee revenues. FRE differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it adjusts for the items included in the calculation of DE and also adjusts DE to exclude net realized performance revenues, realized principal investment income, net interest (interest income less interest expense), and certain general, administrative and other expenses when the timing of any future payment is uncertain.

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The following tables present the financial data for the Company's three reportable segments for the three months ended March 31, 2023:

	Three Months Ended March 31, 2023			
	Global Private Equity	Global Credit	Global Investment Solutions	Total
(Dollars in millions)				
Segment Revenues				
Fund level fee revenues				
Fund management fees	\$ 326.9	\$ 122.6	\$ 56.7	\$ 506.2
Portfolio advisory and transaction fees, net and other	5.4	11.0	—	16.4
Fee related performance revenues	9.6	18.4	0.8	28.8
Total fund level fee revenues	341.9	152.0	57.5	551.4
Realized performance revenues	99.0	27.7	38.4	165.1
Realized principal investment income	11.9	9.0	2.9	23.8
Interest income	5.4	7.2	1.3	13.9
Total revenues	458.2	195.9	100.1	754.2
Segment Expenses				
Compensation and benefits				
Cash-based compensation and benefits	148.7	80.4	31.5	260.6
Realized performance revenues related compensation	46.3	12.7	36.6	95.6
Total compensation and benefits	195.0	93.1	68.1	356.2
General, administrative, and other indirect expenses	57.1	21.7	8.7	87.5
Depreciation and amortization expense	6.7	2.0	1.2	9.9
Interest expense	16.6	10.2	2.2	29.0
Total expenses	275.4	127.0	80.2	482.6
Distributable Earnings	\$ 182.8	\$ 68.9	\$ 19.9	\$ 271.6
(-) Realized net performance revenues	52.7	15.0	1.8	69.5
(-) Realized principal investment income	11.9	9.0	2.9	23.8
(+) Net interest	11.2	3.0	0.9	15.1
(=) Fee Related Earnings	\$ 129.4	\$ 47.9	\$ 16.1	\$ 193.4
Segment assets as of March 31, 2023	\$ 9,459.8	\$ 3,075.2	\$ 1,948.9	\$ 14,483.9

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The following tables present the financial data for the Company's three reportable segments for the three months ended March 31, 2022:

	Three Months Ended March 31, 2022			
	Global Private Equity	Global Credit	Global Investment Solutions	Total
(Dollars in millions)				
Segment Revenues				
Fund level fee revenues				
Fund management fees	\$ 304.2	\$ 93.7	\$ 56.3	\$ 454.2
Portfolio advisory and transaction fees, net and other	6.1	10.1	—	16.2
Fee related performance revenues	30.6	13.9	—	44.5
Total fund level fee revenues	340.9	117.7	56.3	514.9
Realized performance revenues	199.9	13.7	22.7	236.3
Realized principal investment income	14.2	10.3	1.8	26.3
Interest income	0.4	1.5	0.1	2.0
Total revenues	555.4	143.2	80.9	779.5
Segment Expenses				
Compensation and benefits				
Cash-based compensation and benefits	153.0	67.2	25.6	245.8
Realized performance revenues related compensation	90.7	6.7	20.9	118.3
Total compensation and benefits	243.7	73.9	46.5	364.1
General, administrative, and other indirect expenses	45.5	23.5	7.3	76.3
Depreciation and amortization expense	6.3	2.0	1.2	9.5
Interest expense	15.8	8.2	2.8	26.8
Total expenses	311.3	107.6	57.8	476.7
Distributable Earnings	\$ 244.1	\$ 35.6	\$ 23.1	\$ 302.8
(-) Realized net performance revenues	109.2	7.0	1.8	118.0
(-) Realized principal investment income	14.2	10.3	1.8	26.3
(+) Net interest	15.4	6.7	2.7	24.8
(=) Fee Related Earnings	\$ 136.1	\$ 25.0	\$ 22.2	\$ 183.3

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The following tables reconcile the Total Segments to the Company's Income (Loss) Before Provision for Taxes for the three months ended March 31, 2023 and 2022, and Total Assets as of March 31, 2023.

Three Months Ended March 31, 2023						
	Total Reportable Segments	Consolidated Funds	Reconciling Items			Carlyle Consolidated
(Dollars in millions)						
Revenues	\$ 754.2	\$ 121.9	\$ (17.1)	(a)		\$ 859.0
Expenses	\$ 482.6	\$ 97.2	\$ 123.2	(b)		\$ 703.0
Other income (loss)	\$ —	\$ 3.6	\$ —	(c)		\$ 3.6
Distributable earnings	\$ 271.6	\$ 28.3	\$ (140.3)	(d)		\$ 159.6
Total assets	\$ 14,483.9	\$ 7,403.1	\$ (613.1)	(e)		\$ 21,273.9

Three Months Ended March 31, 2022						
	Total Reportable Segments	Consolidated Funds	Reconciling Items			Carlyle Consolidated
(Dollars in millions)						
Revenues	\$ 779.5	\$ 61.7	\$ 740.6	(a)		\$ 1,581.8
Expenses	\$ 476.7	\$ 52.9	\$ 312.3	(b)		\$ 841.9
Other income (loss)	\$ —	\$ 2.8	\$ —	(c)		\$ 2.8
Distributable earnings	\$ 302.8	\$ 11.6	\$ 428.3	(d)		\$ 742.7

- (a) The Revenues adjustment principally represents unrealized performance revenues, unrealized principal investment income (loss) (including Fortitude), revenues earned from the Consolidated Funds which were eliminated in consolidation to arrive at the Company's total revenues, adjustments for amounts attributable to non-controlling interests in consolidated entities, adjustments related to expenses associated with the investments in NGP Management and its affiliates that are included in operating captions or are excluded from the segment results, adjustments to reflect the reimbursement of certain costs incurred on behalf of Carlyle funds on a net basis, and the inclusion of tax expenses associated with certain foreign performance revenues, as detailed below:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Unrealized performance and fee related performance revenues	\$ (20.7)	\$ 698.8
Unrealized principal investment income (loss)	(29.0)	23.7
Adjustments related to expenses associated with investments in NGP Management and its affiliates	(3.4)	(3.1)
Tax expense associated with certain foreign performance revenues	—	(0.1)
Non-controlling interests and other adjustments to present certain costs on a net basis	50.8	17.9
Elimination of revenues of Consolidated Funds	(14.8)	3.4
	<u>\$ (17.1)</u>	<u>\$ 740.6</u>

The following table reconciles the total segments fund level fee revenue to the most directly comparable U.S. GAAP measure, the Company's consolidated fund management fees, for the three months ended March 31, 2023 and 2022.

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	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Total Reportable Segments - Fund level fee revenues	\$ 551.4	\$ 514.9
Adjustments ⁽¹⁾	(50.6)	(64.4)
Carlyle Consolidated - Fund management fees	<u>\$ 500.8</u>	<u>\$ 450.5</u>

(1) Adjustments represent the reclassification of NGP management fees from principal investment income, the reclassification of fee related performance revenues from business development companies and other products, management fees earned from consolidated CLOs which were eliminated in consolidation to arrive at the Company's fund management fees, and the reclassification of certain amounts included in portfolio advisory fees, net and other in the segment results that are included in interest and other income in the U.S. GAAP results.

- (b) The Expenses adjustment represents the elimination of intercompany expenses of the Consolidated Funds payable to the Company, the inclusion of equity-based compensation, certain tax expenses associated with realized performance revenues related compensation, and unrealized performance revenues related compensation, adjustments related to expenses associated with the investment in NGP Management that are included in operating captions, adjustments to reflect the reimbursement of certain costs incurred on behalf of Carlyle funds on a net basis, changes in the tax receivable agreement liability, and charges and credits associated with Carlyle corporate actions and non-recurring items, as detailed below:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Unrealized performance and fee related performance revenue compensation expense	\$ (2.3)	\$ 232.2
Equity-based compensation	57.1	40.7
Acquisition or disposition-related charges (credits) and amortization of intangibles and impairment	28.7	29.1
Tax expense associated with certain foreign performance revenues related compensation	(0.5)	(0.7)
Non-controlling interests and other adjustments to present certain costs on a net basis	40.0	16.5
Other adjustments including severance	3.9	4.6
Elimination of expenses of Consolidated Funds	(3.7)	(10.1)
	<u>\$ 123.2</u>	<u>\$ 312.3</u>

- (c) The Other Income (Loss) adjustment results from the Consolidated Funds which were eliminated in consolidation to arrive at the Company's total Other Income (Loss).

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(d) The following table is a reconciliation of Income (Loss) Before Provision for Income Taxes to Distributable Earnings and to Fee Related Earnings:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Income (loss) before provision for income taxes	\$ 159.6	\$ 742.7
Adjustments:		
Net unrealized performance and fee related performance revenues	18.4	(466.6)
Unrealized principal investment (income) loss	29.0	(23.7)
Equity-based compensation ⁽¹⁾	57.1	40.7
Acquisition or disposition-related charges (credits), including amortization of intangibles and impairment	28.7	29.1
Tax expense associated with certain foreign performance revenues	(0.5)	(0.8)
Net income attributable to non-controlling interests in consolidated entities	(24.6)	(23.2)
Other adjustments including severance	3.9	4.6
Distributable Earnings	\$ 271.6	\$ 302.8
Realized performance revenues, net of related compensation ⁽²⁾	69.5	118.0
Realized principal investment income ⁽²⁾	23.8	26.3
Net interest	15.1	24.8
Fee Related Earnings	\$ 193.4	\$ 183.3

(1) Equity-based compensation for the three months ended March 31, 2023 and 2022 includes amounts that are presented in principal investment income and general, administrative and other expenses in the Company's U.S. GAAP statement of operations.

(2) See reconciliation to most directly comparable U.S. GAAP measure below:

	Three Months Ended March 31, 2023		
	Carlyle Consolidated	Adjustments ⁽³⁾	Total Reportable Segments
(Dollars in millions)			
Performance revenues	\$ 160.8	\$ 4.3	\$ 165.1
Performance revenues related compensation expense	105.7	(10.1)	95.6
Net performance revenues	\$ 55.1	\$ 14.4	\$ 69.5
Principal investment income (loss)	\$ 11.7	\$ 12.1	\$ 23.8
	Three Months Ended March 31, 2022		
	Carlyle Consolidated	Adjustments ⁽³⁾	Total Reportable Segments
(Dollars in millions)			
Performance revenues	\$ 710.2	\$ (473.9)	\$ 236.3
Performance revenues related compensation expense	370.7	(252.4)	118.3
Net performance revenues	\$ 339.5	\$ (221.5)	\$ 118.0
Principal investment income (loss)	\$ 319.6	\$ (293.3)	\$ 26.3

(3) Adjustments to performance revenues and principal investment income (loss) relate to (i) unrealized performance allocations net of related compensation expense and unrealized principal investment income, which are excluded from the segment results, (ii) amounts earned from the Consolidated Funds, which were eliminated in the U.S. GAAP consolidation but were

**Notes to the Condensed Consolidated Financial Statements
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included in the segment results, (iii) amounts attributable to non-controlling interests in consolidated entities, which were excluded from the segment results, (iv) the reclassification of NGP performance revenues, which are included in principal investment income in the U.S. GAAP financial statements, (v) the reclassification of fee related performance revenues, which are included in fund level fee revenues in the segment results, and (vi) the reclassification of tax expenses associated with certain foreign performance revenues. Adjustments to principal investment income (loss) also include the reclassification of earnings for the investments in NGP Management and its affiliates to the appropriate operating captions for the segment results, and the exclusion of charges associated with the investment in NGP Management and its affiliates that are excluded from the segment results.

- (e) The Total Assets adjustment represents the addition of the assets of the Consolidated Funds that were eliminated in consolidation to arrive at the Company's total assets.

16. Subsequent Events

Dividends

In May 2023, the Company's Board of Directors declared a quarterly dividend of \$0.35 per share of common stock to common stockholders of record at the close of business on May 16, 2023, payable on May 23, 2023.

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

17. Supplemental Financial Information

The following supplemental financial information illustrates the consolidating effects of the Consolidated Funds on the Company's financial position as of March 31, 2023 and December 31, 2022 and results of operations for the three months ended March 31, 2023 and 2022. The supplemental statement of cash flows is presented without effects of the Consolidated Funds.

	As of March 31, 2023			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Assets				
Cash and cash equivalents	\$ 1,010.1	\$ —	\$ —	\$ 1,010.1
Cash and cash equivalents held at Consolidated Funds	—	228.8	—	228.8
Restricted cash	16.8	—	—	16.8
Corporate treasury investments	102.0	—	—	102.0
Investments, including performance allocations of \$7,134.0 million	11,013.5	—	(229.4)	10,784.1
Investments of Consolidated Funds	—	7,067.3	—	7,067.3
Due from affiliates and other receivables, net	883.0	—	(383.7)	499.3
Due from affiliates and other receivables of Consolidated Funds, net	—	100.6	—	100.6
Fixed assets, net	141.8	—	—	141.8
Lease right-of-use assets, net	331.5	—	—	331.5
Deposits and other	104.7	6.4	—	111.1
Intangible assets, net	866.4	—	—	866.4
Deferred tax assets	14.1	—	—	14.1
Total assets	\$ 14,483.9	\$ 7,403.1	\$ (613.1)	\$ 21,273.9
Liabilities and equity				
Debt obligations	\$ 2,275.6	\$ —	\$ —	\$ 2,275.6
Loans payable of Consolidated Funds	—	6,462.4	(376.5)	6,085.9
Accounts payable, accrued expenses and other liabilities	304.8	—	—	304.8
Accrued compensation and benefits	3,894.2	—	—	3,894.2
Due to affiliates	302.5	11.6	—	314.1
Deferred revenue	411.7	—	—	411.7
Deferred tax liabilities	389.5	—	—	389.5
Other liabilities of Consolidated Funds	—	251.7	(0.9)	250.8
Lease liabilities	494.9	—	—	494.9
Accrued giveback obligations	40.9	—	—	40.9
Total liabilities	8,114.1	6,725.7	(377.4)	14,462.4
Common stock	3.6	—	—	3.6
Additional paid-in capital	3,195.5	244.9	(244.9)	3,195.5
Retained earnings	3,280.9	—	—	3,280.9
Accumulated other comprehensive loss	(302.4)	(12.0)	9.2	(305.2)
Non-controlling interests in consolidated entities	192.2	444.5	—	636.7
Total equity	6,369.8	677.4	(235.7)	6,811.5
Total liabilities and equity	\$ 14,483.9	\$ 7,403.1	\$ (613.1)	\$ 21,273.9

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

As of December 31, 2022

	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
(Dollars in millions)				
Assets				
Cash and cash equivalents	\$ 1,360.7	\$ —	\$ —	\$ 1,360.7
Cash and cash equivalents held at Consolidated Funds	—	209.0	—	209.0
Restricted cash	0.8	—	—	0.8
Corporate treasury investments	20.0	—	—	20.0
Investments, including performance allocations of \$7,117.7 million	10,989.9	—	(222.0)	10,767.9
Investments of Consolidated Funds	—	6,894.4	—	6,894.4
Due from affiliates and other receivables, net	960.5	—	(381.1)	579.4
Due from affiliates and other receivables of Consolidated Funds, net	—	101.9	—	101.9
Fixed assets, net	139.9	—	—	139.9
Lease right-of-use assets, net	337.0	—	—	337.0
Deposits and other	70.4	8.0	—	78.4
Intangible assets, net	897.8	—	—	897.8
Deferred tax assets	15.8	—	—	15.8
Total assets	\$ 14,792.8	\$ 7,213.3	\$ (603.1)	\$ 21,403.0
Liabilities and equity				
Debt obligations	\$ 2,271.7	\$ —	\$ —	\$ 2,271.7
Loans payable of Consolidated Funds	—	6,279.7	(374.5)	5,905.2
Accounts payable, accrued expenses and other liabilities	369.2	—	—	369.2
Accrued compensation and benefits	4,320.9	—	—	4,320.9
Due to affiliates	346.1	16.5	(0.1)	362.5
Deferred revenue	126.4	—	—	126.4
Deferred tax liabilities	402.7	—	—	402.7
Other liabilities of Consolidated Funds	—	279.7	(0.4)	279.3
Lease liabilities	502.9	—	—	502.9
Accrued giveback obligations	40.9	—	—	40.9
Total liabilities	8,380.8	6,575.9	(375.0)	14,581.7
Common stock	3.6	—	—	3.6
Additional paid-in capital	3,138.5	238.7	(238.7)	3,138.5
Retained earnings	3,401.1	—	—	3,401.1
Accumulated other comprehensive loss	(319.5)	(13.3)	10.6	(322.2)
Non-controlling interests in consolidated entities	188.3	412.0	—	600.3
Total equity	6,412.0	637.4	(228.1)	6,821.3
Total liabilities and equity	\$ 14,792.8	\$ 7,213.3	\$ (603.1)	\$ 21,403.0

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

	Three Months Ended March 31, 2023			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	\$ 508.4	\$ —	\$ (7.6)	\$ 500.8
Incentive fees	19.9	—	(0.1)	19.8
Investment income				
Performance allocations	162.3	—	(1.5)	160.8
Principal investment income	14.7	—	(3.0)	11.7
Total investment income	177.0	—	(4.5)	172.5
Interest and other income	46.6	—	(2.6)	44.0
Interest and other income of Consolidated Funds	—	121.9	—	121.9
Total revenues	751.9	121.9	(14.8)	859.0
Expenses				
Compensation and benefits				
Cash-based compensation and benefits	260.2	—	—	260.2
Equity-based compensation	54.4	—	—	54.4
Performance allocations and incentive fee related compensation	105.7	—	—	105.7
Total compensation and benefits	420.3	—	—	420.3
General, administrative and other expenses	159.4	—	(0.2)	159.2
Interest	29.7	—	—	29.7
Interest and other expenses of Consolidated Funds	—	97.2	(3.5)	93.7
Other non-operating expenses	0.1	—	—	0.1
Total expenses	609.5	97.2	(3.7)	703.0
Other income				
Net investment income of Consolidated Funds	—	3.6	—	3.6
Income before provision for income taxes	142.4	28.3	(11.1)	159.6
Provision for income taxes	34.3	—	—	34.3
Net income	108.1	28.3	(11.1)	125.3
Net income attributable to non-controlling interests in consolidated entities	7.4	—	17.2	24.6
Net income attributable to The Carlyle Group Inc.	<u>\$ 100.7</u>	<u>\$ 28.3</u>	<u>\$ (28.3)</u>	<u>\$ 100.7</u>

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

	Three Months Ended March 31, 2022			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	\$ 456.9	\$ —	\$ (6.4)	\$ 450.5
Incentive fees	14.0	—	—	14.0
Investment income				
Performance allocations	710.2	—	—	710.2
Principal investment income	302.3	—	17.3	319.6
Total investment income	1,012.5	—	17.3	1,029.8
Interest and other income	33.3	—	(7.5)	25.8
Interest and other income of Consolidated Funds	—	61.7	—	61.7
Total revenues	1,516.7	61.7	3.4	1,581.8
Expenses				
Compensation and benefits				
Cash-based compensation and benefits	254.3	—	—	254.3
Equity-based compensation	39.7	—	—	39.7
Performance allocations and incentive fee related compensation	370.7	—	—	370.7
Total compensation and benefits	664.7	—	—	664.7
General, administrative and other expenses	106.3	—	—	106.3
Interest	27.8	—	—	27.8
Interest and other expenses of Consolidated Funds	—	52.9	(10.1)	42.8
Other non-operating expenses	0.3	—	—	0.3
Total expenses	799.1	52.9	(10.1)	841.9
Other income				
Net investment income of Consolidated Funds	—	2.8	—	2.8
Income before provision for income taxes	717.6	11.6	13.5	742.7
Provision for income taxes	147.9	—	—	147.9
Net income	569.7	11.6	13.5	594.8
Net income (loss) attributable to non-controlling interests in consolidated entities	(1.9)	—	25.1	23.2
Net income attributable to The Carlyle Group Inc.	\$ 571.6	\$ 11.6	\$ (11.6)	\$ 571.6

Notes to the Condensed Consolidated Financial Statements
(Unaudited)

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Cash flows from operating activities		
Net income	\$ 108.1	\$ 569.7
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	44.0	19.4
Equity-based compensation	54.4	39.7
Non-cash performance allocations and incentive fees	(38.2)	(300.8)
Non-cash principal investment income	(8.7)	(295.4)
Other non-cash amounts	10.8	5.3
Purchases of investments	(19.0)	(294.1)
Proceeds from the sale of investments	78.9	169.5
Payments of contingent consideration	(68.6)	(5.7)
Change in deferred taxes, net	(15.1)	110.9
Change in due from affiliates and other receivables	17.0	(8.8)
Change in deposits and other	(33.9)	(39.8)
Change in accounts payable, accrued expenses and other liabilities	(63.9)	(14.3)
Change in accrued compensation and benefits	(371.9)	(580.1)
Change in due to affiliates	(0.2)	(0.2)
Change in lease right-of-use asset and lease liability	(2.8)	(2.5)
Change in deferred revenue	284.7	254.5
Net cash used in operating activities	(24.4)	(372.7)
Cash flows from investing activities		
Purchases of corporate treasury investments	(101.1)	—
Proceeds from corporate treasury investments	20.1	—
Purchases of fixed assets, net	(12.9)	(12.3)
Purchase of CBAM intangibles and investments, net	—	(618.4)
Net cash used in investing activities	(93.9)	(630.7)
Cash flows from financing activities		
Payments on CLO borrowings	(1.1)	(8.9)
Proceeds from CLO borrowings, net of financing costs	—	40.8
Dividends to common stockholders	(118.4)	(89.5)
Payment of deferred consideration for Carlyle Holdings units	(68.8)	(68.8)
Contributions from non-controlling interest holders	2.0	5.8
Distributions to non-controlling interest holders	(8.5)	(27.1)
Common shares issued for performance allocations	—	31.3
Common shares repurchased	(100.3)	(80.4)
Change in due to/from affiliates financing activities	73.0	33.1
Net cash used in financing activities	(222.1)	(163.7)
Effect of foreign exchange rate changes	5.8	(17.2)
Decrease in cash, cash equivalents and restricted cash	(334.6)	(1,184.3)
Cash, cash equivalents and restricted cash, beginning of period	1,361.5	2,475.1
Cash, cash equivalents and restricted cash, end of period	\$ 1,026.9	\$ 1,290.8
Supplemental non-cash disclosures		
Issuance of common shares related to the acquisition of CBAM	\$ —	\$ 194.5
Reconciliation of cash, cash equivalents and restricted cash, end of period:		
Cash and cash equivalents	\$ 1,010.1	\$ 1,290.2
Restricted cash	16.8	0.6
Total cash, cash equivalents and restricted cash, end of period	\$ 1,026.9	\$ 1,290.8
Cash and cash equivalents held at Consolidated Funds	\$ 228.8	\$ 168.9

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

The following discussion analyzes the financial condition and results of operations of The Carlyle Group Inc. (the “Company”). Such analysis should be read in conjunction with the consolidated financial statements and the related notes included in this Quarterly Report on Form 10-Q and the Annual Report on Form 10-K for the year ended December 31, 2022.

Overview

We conduct our operations through three reportable segments: Global Private Equity, Global Credit, and Global Investment Solutions.

- *Global Private Equity* — Our Global Private Equity segment advises our buyout, middle market and growth capital funds, our U.S. and internationally focused real estate funds, and our infrastructure and natural resources funds. The segment also includes the NGP Carry Funds advised by NGP. As of March 31, 2023, our Global Private Equity segment had \$164 billion in AUM and \$108 billion in Fee-earning AUM.
- *Global Credit* — Our Global Credit segment advises funds and vehicles that pursue investment strategies including loans and structured credit, direct lending, opportunistic credit, distressed credit, aircraft financing and servicing, infrastructure debt, insurance solutions and global capital markets. As of March 31, 2023, our Global Credit segment had \$150 billion in AUM and \$125 billion in Fee-earning AUM.
- *Global Investment Solutions* — Our Global Investment Solutions segment advises global private equity programs and related co-investment and secondary activities. As of March 31, 2023, our Global Investment Solutions segment had \$67 billion in AUM and \$38 billion in Fee-earning AUM.

We earn management fees pursuant to contractual arrangements with the investment funds that we manage and fees for transaction advisory and oversight services provided to portfolio companies of these funds. We also typically receive a performance fee from an investment fund, which may be either an incentive fee or a special residual allocation of income, which we refer to as a performance allocation, or carried interest, in the event that specified investment returns are achieved by the fund. Under U.S. generally accepted accounting principles (“U.S. GAAP”), we are required to consolidate some of the investment funds that we advise. However, for segment reporting purposes, we present revenues and expenses on a basis that deconsolidates these investment funds. Accordingly, our segment revenues primarily consist of fund management and related transaction and portfolio advisory fees and other income, realized performance revenues (consisting of incentive fees and performance allocations), realized principal investment income, including realized gains on our investments in our funds and other trading securities, as well as interest income. Our segment expenses primarily consist of cash compensation and benefits expenses, including salaries, bonuses, and realized performance payment arrangements, and general and administrative expenses. While our segment expenses include depreciation and interest expense, our segment expenses exclude acquisition and disposition related charges and amortization of intangibles and impairment. Refer to Note 15 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for more information on the differences between our financial results reported pursuant to U.S. GAAP and our financial results for segment reporting purposes.

Our Global Investment Offerings

The following table provides a breakout of the product offerings and related acronyms included in our total assets under management of \$381 billion as of March 31, 2023 for each of our three global business segments (in billions):

Global Private Equity¹	\$ 164.4	Global Credit	\$ 150.0
Corporate Private Equity	\$ 107.0	Insurance⁵	\$ 55.1
U.S. Buyout (CP)	52.7	Liquid Credit	\$ 50.4
Asia Buyout (CAP)	12.7	U.S. CLOs	37.0
Europe Buyout (CEP)	11.7	Europe CLOs	11.7
Carlyle Global Partners (CGP)	6.5	Revolving Credit	1.7
Europe Technology (CETP)	6.3	Private Credit	\$ 23.6
U.S. Growth (CP Growth / CEOF)	4.1	Opportunistic Credit (CCOF / CSP)	14.0
Japan Buyout (CJP)	3.4	Direct Lending ⁶	9.6
Life Sciences (ABV / ACCD)	1.6	Real Assets Credit	\$ 14.9
Asia Growth (CAP Growth / CAGP)	1.3	Aviation (SASOF / CALF)	11.2
Other ²	6.8	Infrastructure (CICF)	2.8
Real Estate	\$ 30.2	Other ⁷	0.9
U.S. Real Estate (CRP)	19.0	Platform Initiatives and Other Products	\$ 6.1
Core Plus Real Estate (CPI)	8.0	Carlyle Tactical Private Credit (CTAC)	2.2
International Real Estate (CER)	3.2	Other Platform Initiatives and Products	3.9
Infrastructure & Natural Resources	\$ 27.1	Global Investment Solutions⁸	\$ 66.8
NGP Energy ³	12.6	Secondaries and Portfolio Finance (ASF / ASPF)	\$ 22.3
International Energy (CIEP)	7.7	Co-Investments (ACF)	\$ 18.3
Infrastructure & Renewable Energy ⁴	6.8	Primary Investments	\$ 26.0

Note: All amounts shown represent total assets under management as of March 31, 2023, and totals may not sum due to rounding. In addition, certain carry funds included herein may not be included in fund performance if they have not made an initial capital call or commenced investment activity.

- (1) Global Private Equity also includes assets under management in funds which we jointly advise with Riverstone Holdings L.L.C. (the "Legacy Energy funds"). The impact of these funds is no longer significant to our results of operations.
- (2) Includes our Financial Services (CGFSP), Sub-Saharan Africa Buyout (CSSAF), South America Buyout (CSABF), Peru Buyout (CPF), MENA Buyout and Ireland Buyout (CICF) funds, as well as platform accounts which invest across Corporate Private Equity strategies.
- (3) NGP Energy funds are advised by NGP Energy Capital Management, LLC, a separately registered investment adviser. We do not serve as an investment adviser to those funds.
- (4) Includes our Infrastructure (CGIOF), Renewable Energy (CRSEF) and Power funds (CPP / CPOCP).
- (5) Includes Carlyle FRL, capital raised from a strategic third-party investor which directly invests in Fortitude alongside Carlyle FRL, as well as the fair value of the general account assets covered by the strategic advisory services agreement with Fortitude.
- (6) Includes our business development companies (CSL / CARS) and our newly launched evergreen fund (CDLF).
- (7) Includes our Energy Credit (CEMOF) and Real Estate Credit (CNLI) funds.
- (8) Includes Carlyle AlpInvest Private Markets Fund (CAPM).

Trends Affecting our Business

The first quarter of 2023 was characterized by strong reopening momentum in China and resilience in developed market economies, despite persistent services inflation, regional banking distress in the U.S., significant rates volatility, and a weakening outlook for corporate fundamentals. Real GDP in the U.S. grew at a 1.1% annualized rate in the first quarter, dragged down by a decline in inventories. However, underlying consumption was robust at nearly 4% driven by experiences and services spending and auto purchases. Weakness appears to be concentrated in the manufacturing sector due to reduced nondurable goods demand and in residential construction and investment due to a rapid increase in average mortgage rates and related collapse in home construction and purchasing activity. After peaking at 9.1% in June 2022, consumer prices rose 5.0% in March 2023 from a year earlier; core prices, which exclude food and energy, have been stickier, rising 5.6% in March and maintaining a tight range since December 2022. Earlier in the quarter, stronger than expected labor market readings, healthy consumption data, and warnings from Federal Reserve Chairman Powell about the risk of persistent inflation sent shorter-term yields soaring. By the end of the quarter and into April, however, banking sector stress – most notably the failures of SVB, Signature Bank, Silvergate and most recently First Republic Bank – increased market expectations that the Federal Reserve will not raise interest rates to as high a level as previously anticipated and may instead pivot rapidly to rate cuts. A potential reduction in credit availability due to deposit outflows from banking institutions and a tightening of credit standards to corporate borrowers in response to the regional banking crisis introduces risks to the near-term economic outlook.

After a year of below-trend growth due to rolling COVID-19 restrictions, economic performance in China strongly exceeded expectations in the first quarter of 2023 on pent-up consumer demand. Official data indicate the economy grew at a 9% annualized rate quarter-over-quarter and 4.5% from a year ago. Our proprietary portfolio company data also point to the strength of the consumer, with retail sales volumes across our network up 11%, on average, relative to Q1 2022 levels, and foot traffic up nearly 70% from the December 2022 epidemic-related collapse in visitors. Daily package and container throughput volumes through our logistics network finished the first quarter up by roughly 10% from year-ago levels as well. In Japan, while overall GDP remains below pre-pandemic peaks in real terms, the outlook improved throughout the first quarter of 2023; our proprietary portfolio company data suggest that Japanese industrial orders bounced back in March after contracting the prior three months, buoyed by China's reopening and the resulting surge in demand for components, parts, and equipment. In Korea, after a difficult 2022 where economic growth slowed as export demand fell and high prices sapped consumer confidence, our proprietary data also suggest a stronger first quarter; official real GDP grew at a 1.2% annualized growth rate, up from -1.6% in Q4 2022. India continues to be a bright spot, with robust growth in domestic consumption and fixed investment and a 7% implied trend growth rate. While China's growth outlook has improved, the relationship between China and the U.S. remains strained, and tensions between China and Taiwan continue to mount, raising risks of further global economic volatility given the connection between the China and U.S. economies.

Europe's GDP growth in 2022 surprised to the upside with 3.5% growth for the year. Our proprietary portfolio data suggest that Europe's economy remained resilient in the first quarter of 2023, with roughly flat growth rather than the outright decline that some market participants had expected at the outset of the year. Price cap schemes, generous fiscal subsidies, and a mild winter all contributed to a smaller-than-expected impact of the energy crisis resulting from the Russia-Ukraine conflict. After surging over the summer of 2022 to oil price equivalents in excess of \$1,000 per barrel, forward wholesale electricity prices have moderated back towards levels seen at the end of 2021 in response to policy actions by the European Commission. In early April 2023, OPEC and Russia announced oil production cuts that would amount to an additional 1.16 million barrels per day. However, to date this has not materially impacted energy prices in Europe, with 1-month forward natural gas prices still at their lowest levels in over a year and 1-year forward prices continuing to maintain a tight range. Outside of energy consumption and energy-intensive industrial processes, most economic indicators appear to have been stable in Q1 2023. Our portfolio data suggest that industrial orders improved over the course of the first quarter, particularly in Germany where export orders are more exposed to Chinese demand. Going forward, the industrial sector remains most vulnerable to the ongoing energy crisis and could retrench if prices rise rapidly again. Beyond energy, certain economies with very high household debt levels, such as the United Kingdom and Sweden, also face rising risks as mortgage rates reset and depress disposable income.

Revenues for S&P 500 constituents are estimated to have grown just 3.0% in the first quarter of 2023, a significant deceleration in topline growth from the double digit performance of 2022. Estimates of S&P 500 constituents' earnings growth currently stand at -4% for the first quarter, which would mark the second consecutive quarterly decline. Seven of eleven sectors estimate year-over-year earnings declines in the first quarter of 2023, led by materials, health care, and information technology. Consumer discretionary is expected to outperform as services and experiences spending continues to rise. The estimated blended net profit margin is 11.5% for Q1 2023, down from 12.2% a year ago, as earnings decline faster than topline growth.

After struggling in 2022, equity markets rebounded in the first quarter of 2023 as market expectations shifted to a more optimistic stance on the monetary policy outlook in the U.S., positive growth signals from China's reopening, and an apparently resilient European economy. In the U.S., as of April 14, 2023, markets anticipate the federal funds rate to be just 4.5% at the end of 2023, 30 basis points (bps) lower than the current level, and more than 100 bps lower than peak (pre-banking crisis) year-end market expectations. Other developed market central banks are already on hold or have signaled that they will be soon. The Dow Jones, S&P 500, and Nasdaq 100 rose 0.4%, 7.0%, and 20.5%, respectively, from December 31, 2022 to March 31, 2023. In the U.S., overall positive return performance was driven almost entirely by the tech sector. Notably, just two companies – Apple, Inc. and Microsoft, Inc. – rose to make up 13.3% of the S&P index by market cap, and – together with NVIDIA – accounting for 54% of the S&P's entire quarterly gain. Globally, the MSCI ACWI, EuroStoxx 600 and Shanghai Composite rose 6.8%, 7.8%, and 5.9%, respectively, over the same period. In Europe, equity market gains during the quarter were driven largely by Germany – the DAX index was up 12.2% year-to-date through March 31, 2023 – where the market had previously priced in a severe economic contraction given the country's exposure to the energy crisis which didn't ultimately materialize. If actual monetary policy actions ultimately differ from current market expectations – namely, if a pivot to rate cuts does not materialize – equity market performance could quickly reverse once more over the course of the year.

Our carry fund portfolio continued to reflect the impact of the broader macroeconomic environment, with modest appreciation of 2% during the first quarter and 7% over the last twelve months. Within our Global Private Equity segment in the first quarter, our corporate private equity funds appreciated 1%, while our infrastructure and natural resources funds and our real estate funds were flat. In our Global Credit segment, our carry funds (which represent approximately 11% of the total Global Credit remaining fair value as of March 31, 2023) appreciated 3% in the first quarter. Carry funds in our Global

Investment Solutions segment appreciated 5% in the first quarter. However, rising interest rates and continued margin contraction may negatively impact the performance and valuation of our portfolio investments and companies.

Obtaining financing in both the high yield bond market and the leveraged loan market is currently challenging. Financing has become increasingly expensive due to both the rise in base rates (SOFR rose 475 bps from the beginning of 2022 through the end of the first quarter of 2023) and wider spreads (B-rated option-adjusted spreads rose 140 bps from January 2022 through March 2023). Leveraged loans, which are floating rate and thus typically more appealing to investors when interest rates are rising, have sold off to a lesser extent since the market shift at the end of 2021, but financing and transaction volumes slowed substantially as market participants are being cautious and selective when deploying capital. Entry multiples and prices have not adjusted downwards in proportion to the sharp rise in financing costs; consequently, all of the market adjustment to date has instead been borne by a decline in deal volumes. U.S. leveraged loan issuance totaled roughly \$50 billion in the first quarter of 2023, the smallest amount for any first quarter since 2016 and 56% lower than the same period last year.

In our Global Credit segment, we issued no new CLOs in the first quarter and gross originations in our direct lending strategy totaled only \$0.4 billion, reflecting the significant slowdown in financing activity and the current market environment more broadly. However, as traditional credit becomes scarce, we expect that demand for private credit will remain robust, resulting in strong deployment opportunities in our Global Credit segment. Our non-carry fund Global Credit products continue to perform well. Dividend yields on our business development companies as of March 31, 2023 were approximately 10%, and approximately 11% for our Interval Fund. In our liquid credit strategy, our global CLO portfolio continues to experience a default rate less than the industry average, and we are actively managing our credit positions to maintain balanced risk-adjusted credit quality. However, while default rates have remained low, we expect to see them increase in 2023 as inflation, higher financing costs and the threat of global recession continue to pressure borrower debt-service capacity.

Global M&A volumes totaled \$575 billion in Q1 2023, a 48% decline from the same period a year ago and the lowest quarterly level in over a decade. Global IPO activity remained sluggish as well in the first quarter of 2023, with total proceeds of just under \$20 billion, a 70% decline from the same period in 2022. As capital markets activity remains sluggish, we may experience a corresponding reduction in the capital markets fees we earn in connection with activities related to the underwriting, issuance and placement of debt and equity securities. Consistent with the trends in the broader markets, our announced new investment and realization activity in our carry funds has been slower to start 2023. We generated \$4.5 billion in realized proceeds from our carry funds and we invested \$3.8 billion in new or follow-on transactions in our carry funds during the first quarter of 2023, reflecting the sharp slowdown in market activity as interest rates rise and uncertainty surrounding the economic outlook continues to loom. We expect this trend to continue in the near-term for both deployments and realizations. Larger transactions will likely continue to be more challenging in this environment; however, we expect to continue to see a pipeline of smaller transactions, including add-on acquisitions, that require less debt at closing. As a result, we expect that transaction fee revenue, realized performance fee revenue and realized investment income will likely be lower through the end of the year.

We raised \$6.8 billion in new capital in the first quarter. We anticipate the fundraising landscape will continue to be increasingly competitive as limited partners are closely managing their portfolio allocation targets in light of market volatility and their liquidity requirements. As a result, while we believe that we will attract a significant amount of capital for our next vintage buyout funds, we now expect to see a decline in buyout fund sizes across most geographies. This slowdown in fundraising may delay or reduce catch-up management fees that would be charged to fund investors in subsequent closings and smaller fund sizes could result in lower management fees in the future. Given the lower buyout fundraising outlook, combined with uncertainty in current market conditions and our expectation of a slower transactional environment, we expect that our Fee Related Earnings for 2023 are likely to be modestly lower than in 2022.

The SEC has put forth several rule proposals in recent months, and we are continuing to evaluate the potential impacts to our business and operations and those of our portfolio companies. These proposals include, among others: (i) new reporting requirements of material cybersecurity incidents and periodic reporting regarding a company's cybersecurity risk programs, (ii) new rules and amendments under the Investment Advisers Act of 1940 that expand compliance obligations and prohibit certain activities for private fund advisors, and (iii) extensive climate change disclosure regulations. We are also closely evaluating potential impacts to our business of financial, regulatory and other proposals put forth by the current Administration and Congress as well as the Inflation Reduction Act of 2022, which was signed into law in August 2022. The potential for policy changes may create regulatory uncertainty for our investment strategies and our portfolio companies and could adversely affect our profitability and the profitability of our portfolio companies.

Recent Transactions

Dividends

In May 2023, the Company's Board of Directors declared a quarterly dividend of \$0.35 per share to common stockholders of record at the close of business on May 16, 2023, payable on May 23, 2023.

Key Financial Measures

Our key financial measures are discussed in the following pages. Additional information regarding these key financial measures and our other significant accounting policies can be found in Note 2 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Revenues

Revenues primarily consist of fund management fees, incentive fees, investment income (including performance allocations, realized and unrealized gains of our investments in our funds and other principal investments), as well as interest and other income.

Fund Management Fees. Fund management fees include management fees and transaction and portfolio advisory fees. We earn management fees for advisory services we provide to funds in which we hold a general partner interest or to funds or certain portfolio companies with which we have an investment advisory or investment management agreement. Management fees also include catch-up management fees, which are episodic in nature and represent management fees charged to fund investors in subsequent closings of a fund which apply to the time period between the fee initiation date and the subsequent closing date. We also earn management fees on our CLOs and other structured products. Collectively, our carry funds and our CLOs and certain other products comprise 77% of our Fee-earning AUM as of March 31, 2023 and approximately 92% of our fund management fees during the three months then ended. The balance of our Fee-earning AUM and fund management fees are attributable to our Perpetual Capital products, which have an indefinite term and for which there is no immediate requirement to return capital to investors as investments are realized.

Management fees attributable to Carlyle Partners VIII, L.P. ("CP VIII"), our eighth U.S. buyout fund, were approximately 11% of fund management fees recognized during the three months ended March 31, 2023. Management fees attributable to Carlyle Partners VII, L.P. ("CP VII"), our seventh U.S. buyout fund, were approximately 10% of fund management fees recognized during the three months ended March 31, 2022. No other fund generated over 10% of fund management fees in the periods presented.

Fund management fees exclude the reimbursement of any partnership expenses paid by the Company on behalf of the Carlyle funds pursuant to the limited partnership agreements, including amounts related to the pursuit of actual, proposed, or unconsummated investments, professional fees, expenses associated with the acquisition, holding and disposition of investments, and other fund administrative expenses.

Transaction and Portfolio Advisory Fees. Transaction and portfolio advisory fees generally include capital markets fees generated by Carlyle Global Capital Markets ("GCM") in connection with activities related to the underwriting, issuance and placement of debt and equity securities, and loan syndication for our portfolio companies and third-party clients, which are generally not subject to rebate offsets as described below with respect to our most recent vintages (but are subject to the rebate offsets set forth below for older funds). Underwriting fees include gains, losses and fees arising from securities offerings in which we participate in the underwriter syndicate.

Transaction and portfolio advisory also include fees we receive for the transaction and portfolio advisory services we provide to our portfolio companies. When covered by separate contractual agreements, we recognize transaction and portfolio advisory fees for these services when the performance obligation has been satisfied and collection is reasonably assured. We are generally required to offset our fund management fees earned by a percentage of the transaction and advisory fees earned, which we refer to as "rebate offsets," which generally range from 80% to 100%.

The recognition of portfolio advisory fees, transactions fees, and capital markets fees can be volatile as they are primarily generated by investment activity within our funds, and therefore are impacted by our investment pace.

Incentive Fees. Incentive fees consist of performance-based incentive arrangements pursuant to management contracts, primarily from certain of our Global Credit funds, when the return on assets under management exceeds certain benchmark returns or other performance targets. In such arrangements, incentive fees are recognized when the performance benchmark has been achieved.

Investment Income. Investment income consists of our performance allocations as well as the realized and unrealized gains and losses resulting from our equity method investments and other principal investments.

Performance allocations consist principally of the performance-based capital allocation from fund limited partners to us, commonly referred to as carried interest, from certain of our investment funds, which we refer to as the “carry funds.” Carried interest revenue is recognized by Carlyle upon appreciation of the valuation of our funds’ investments above certain return hurdles as set forth in each respective partnership agreement and is based on the amount that would be due to us pursuant to the fund partnership agreement at each period end as if the funds were liquidated at such date. Accordingly, the amount of carried interest recognized as performance allocations reflects our share of the fair value gains and losses of the associated funds’ underlying investments measured at their then-current fair values relative to the fair values as of the end of the prior period. As a result, the performance allocations earned in an applicable reporting period are not indicative of any future period, as fair values are based on conditions prevalent as of the reporting date. Refer to “—Trends Affecting our Business” for further discussion.

We account for our strategic investments in NGP under the equity method of accounting. Our investments in NGP include the equity interests in NGP Management Company, L.L.C. (“NGP Management”) and the general partners of certain carry funds advised by NGP. These interests entitle us to an allocation of income equal to 55.0% of the management fee related revenues of NGP Management, which serves as the investment advisor to certain NGP funds as well as 47.5% of the performance allocations received by the NGP Carry Funds. We record investment income (loss) for our equity income allocation from NGP management fee related revenues and also record our share of any allocated expenses from NGP Management, expenses associated with the compensatory elements of the strategic investment, and the amortization of the basis differences related to the definite-lived identifiable intangible assets of NGP Management. We also record our equity income allocation from NGP performance allocations in principal investment income (loss) from equity method investments rather than performance allocations in our consolidated statements of operations. We do not control or manage NGP. Moreover, we do not operate NGP’s business, have representation on NGP’s board or serve as an investment advisor to any investment fund sponsored by NGP, nor do we direct the operations of any of NGP portfolio companies. While we have consent rights over certain major actions by NGP outside of the ordinary course of NGP’s business (including, for example, consent rights over items such as amendments to the organizational documents of the entity in which we are invested, changes to the management fee streams earned by NGP under its fund agreements, or the incurrence of certain debt by NGP and other similar items), we have no voting rights or consent rights on any NGP investment committee that selects investments to be made by NGP funds. For further information regarding our strategic investments in NGP, refer to Note 4 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

In addition to the performance allocations from our Global Private Equity funds and closed-end carry funds in the Global Credit segment, and the NGP Carry Funds, we are also entitled to receive performance allocations from our Global Investment Solutions and Carlyle Aviation funds. We also retained our interest in the net accrued performance allocations of existing funds at the time of the sale of MRE. The timing of performance allocations realizations for these funds is typically later than in our other carry funds based on the terms of such arrangements.

Our performance allocations are generated by a diverse set of funds with different vintages, geographic concentration, investment strategies and industry specialties. For an explanation of the fund acronyms used throughout this Management’s Discussion and Analysis of Financial Condition and Results of Operations section, refer to “—Our Global Investment Offerings.”

The table below presents funds which generated performance allocations in excess of 10% of the total for the three months ended March 31, 2023 and 2022. No other fund generated over 10% of performance allocations in the periods presented.

Three Months Ended March 31,			
2023		2022	
(Dollars in millions)			
CP VI	\$ (77.9)	CRP VIII	\$ 135.2
CAP V	(31.6)	CP VII	73.3
CIEP I	(29.4)	CIEP I	71.0
CEOF II	37.0	CEP IV	70.2
CEP V	35.1		
CCOF II	21.7		
ASF VII	19.0		
CP VII	18.5		

Under our arrangements with the historical owners and management team of AlInvest, we generally do not retain any carried interest in respect of the historical investments and commitments to our fund vehicles that existed as of July 1, 2011 (including any options to increase any such commitments exercised after such date). We are entitled to 15% of the carried interest in respect of commitments from the historical owners of AlInvest for the period between 2011 and 2020, except in certain instances, and 40% of the carried interest in respect of all other commitments (including all future commitments from third parties). In certain instances, carried interest associated with the AlInvest fund vehicles is subject to entity level income taxes in the Netherlands.

We record our equity income allocation from NGP performance allocations in principal investment income (loss) from equity method investments rather than performance allocations in our unaudited condensed consolidated statements of operations. We recognized \$1.7 million of net investment earnings related to these performance allocations for the three months ended March 31, 2023 compared to \$250.4 million for the three months ended March 31, 2022, which reflected the impact of strong commodity prices in 2022 on NGP XI and NGP XII.

Realized carried interest may be clawed back or given back to the fund if the fund's investment values decline below certain return hurdles, which vary from fund to fund. When the fair value of a fund's investments remains constant or falls below certain return hurdles, previously recognized performance allocations are reversed. In all cases, each investment fund is considered separately in evaluating carried interest and potential giveback obligations. For any given period, performance allocations revenue on our statement of operations may include reversals of previously recognized performance allocations due to a decrease in the value of a particular fund that results in a decrease of cumulative performance allocations earned to date. Since fund return hurdles are cumulative, previously recognized performance allocations also may be reversed in a period of appreciation that is lower than the particular fund's hurdle rate. Additionally, unrealized performance allocations reverse when performance allocations are realized, and unrealized performance allocations can be negative if the amount of realized performance allocations exceed total performance allocations generated in the period. For the three months ended March 31, 2023 and 2022, the reversals of performance allocations were \$173.9 million and \$96.5 million, respectively.

As of March 31, 2023, accrued performance allocations and accrued giveback obligations were \$7.1 billion and \$40.9 million, respectively. Each balance assumes a hypothetical liquidation of the funds' investments at March 31, 2023 at their then current fair values. These assets and liabilities will continue to fluctuate in accordance with the fair values of the funds' investments until they are realized. As of March 31, 2023, \$18.9 million of the accrued giveback obligation was the responsibility of various current and former senior Carlyle professionals and other limited partners of the Carlyle Holdings partnerships, and the net accrued giveback obligation attributable to the Company was \$22.0 million. The Company uses "net accrued performance revenues" to refer to the aggregation of the accrued performance allocations and incentive fees net of (i) accrued giveback obligations, (ii) accrued performance allocations and incentive fee related compensation, (iii) performance allocations and incentive fee related tax obligations, and (iv) accrued performance allocations and incentive fees attributable to non-controlling interests. Net accrued performance revenues excludes any net accrued performance allocations and incentive fees that have been realized but will be collected in subsequent periods, as well as net accrued performance revenues which are presented as fee related performance revenues when realized in our non-GAAP financial measures. Net accrued performance revenues as of March 31, 2023 were \$4.0 billion.

In addition, realized performance allocations may be reversed in future periods to the extent that such amounts become subject to a giveback obligation. If, at March 31, 2023, all investments held by our carry funds were deemed worthless, the amount of realized and previously distributed performance allocations subject to potential giveback would be approximately \$1.5 billion on an after-tax basis where applicable, of which approximately \$0.7 billion would be the responsibility of current and former senior Carlyle professionals. See the related discussion of "Contingent Obligations (Giveback)" within Note 8 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

The following table summarizes the total amount of aggregate giveback obligations that we have realized since Carlyle's inception. Given various current and former senior Carlyle professionals and other limited partners of the Carlyle Holdings partnerships are responsible for paying the majority of the realized giveback obligation, the table below also summarizes the amount that was attributable to the Company:

	Inception through March 31, 2023	
	Total Giveback	Giveback Attributable to Carlyle
	(Dollars in millions)	
Various Legacy Energy Funds	\$ 160.8	\$ 57.7
All other Carlyle Funds	78.5	12.9
Aggregate Giveback since Inception	<u>\$ 239.3</u>	<u>\$ 70.6</u>

The funding for employee obligations and givebacks related to carry realized pre-IPO is primarily through a collection of employee receivables related to giveback obligations and from non-controlling interests for their portion of the obligation. The realization of giveback obligations for the Company's portion of such obligations reduces Distributable Earnings in the period realized and negatively impacts earnings available for distributions to shareholders in the period realized. Further, each individual recipient of realized carried interest typically signs a guarantee agreement or partnership agreement that personally obligates such person to return his/her pro rata share of any amounts of realized carried interest previously distributed that are later clawed back. Accordingly, carried interest as performance allocation compensation is subject to return to the Company in the event a giveback obligation is funded. Generally, the actual giveback liability, if any, does not become due until the end of a fund's life.

Each investment fund is considered separately in evaluating carried interest and potential giveback obligations. As a result, performance allocations within funds will continue to fluctuate primarily due to certain investments within each fund constituting a material portion of the carry in that fund. Additionally, the fair value of investments in our funds may have substantial fluctuations from period to period.

In addition, in our discussion of our non-GAAP results, we use the term "realized net performance revenues" to refer to realized performance allocations and incentive fees from our funds, net of the portion allocated to our investment professionals, if any, and certain tax expenses associated with carried interest attributable to certain partners and employees, which are reflected as realized performance allocations and incentive fees related compensation expense. See "—Non-GAAP Financial Measures" for the amount of realized net performance revenues recognized each period. See "—Segment Analysis" for the realized net performance revenues by segment and related discussion for each period.

Investment income also represents the realized and unrealized gains and losses on our principal investments, including our investments in Carlyle funds that are not consolidated, as well as any interest and other income. As it relates to our investments in NGP, investment income also includes our equity income allocation in NGP performance allocations, the amortization of the basis difference between the carrying value of our investment and our share of the underlying net assets of the investee, as well as the compensation expense associated with compensatory arrangements provided by us to employees of our equity method investee. Realized principal investment income (loss) is recorded when we redeem all or a portion of our investment or when we receive or are due cash income, such as dividends or distributions. A realized principal investment loss is also recorded when an investment is deemed to be worthless. Unrealized principal investment income (loss) results from changes in the fair value of the underlying investment, as well as the reversal of previously recognized unrealized gains (losses) at the time an investment is realized.

Fair Value Measurement. U.S. GAAP establishes a hierarchical disclosure framework which ranks the observability of market price inputs used in measuring financial instruments at fair value. The observability of inputs is impacted 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, or for which fair value can be measured from quoted prices in active markets, will generally have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value.

The table below summarizes the valuation of investments and other financial instruments included within our AUM, by segment and fair value hierarchy levels, as of March 31, 2023:

	As of March 31, 2023			
	Global Private Equity	Global Credit	Global Investment Solutions	Total
Consolidated Results	(Dollars in millions)			
Level I	\$ 4,801	\$ 838	\$ 1,108	\$ 6,747
Level II	931	37,368	157	38,456
Level III	117,690	99,663	45,315	262,668
Fair Value of Investments	123,422	137,869	46,580	307,871
Available Capital	41,008	12,166	20,202	73,376
Total AUM	\$ 164,430	\$ 150,035	\$ 66,782	\$ 381,247

Interest and Other Income of Consolidated Funds. Interest and other income of Consolidated Funds primarily represents the interest earned on CLO assets. The Consolidated Funds are not the same entities in all periods presented. The Consolidated Funds in future periods may change due to changes in fund terms, formation of new funds, and terminations of funds.

Net Investment Gains (Losses) of Consolidated Funds. Net investment gains (losses) of Consolidated Funds measures the change in the difference in fair value between the assets and the liabilities of the Consolidated Funds. A gain (loss) indicates

that the fair value of the assets of the Consolidated Funds appreciated more (less), or depreciated less (more), than the fair value of the liabilities of the Consolidated Funds. A gain or loss is not necessarily indicative of the investment performance of the Consolidated Funds and does not impact the management or incentive fees received by Carlyle for its management of the Consolidated Funds. The portion of the net investment gains (losses) of Consolidated Funds attributable to the limited partner investors is allocated to non-controlling interests. Therefore a gain or loss is not expected to have a material impact on the revenues or profitability of the Company. Moreover, although the assets of the Consolidated Funds are consolidated onto our balance sheet pursuant to U.S. GAAP, ultimately we do not have recourse to such assets and such liabilities are generally non-recourse to us. Therefore, a gain or loss from the Consolidated Funds generally does not impact the assets available to our common stockholders.

Expenses

Compensation and Benefits. Compensation includes salaries, bonuses, equity-based compensation, and performance payment arrangements. Bonuses are accrued over the service period to which they relate.

We recognize as compensation expense the portion of performance allocations and incentive fees that are due to our employees, senior Carlyle professionals, advisors, and operating executives in a manner consistent with how we recognize the performance allocations and incentive fee revenue. These amounts are accounted for as compensation expense in conjunction with the related performance allocations and incentive fee revenue and, until paid, are recognized as a component of the accrued compensation and benefits liability. Compensation in respect of performance allocations and incentive fees is paid when the related performance allocations and incentive fees are realized, and not when such performance allocations and incentive fees are accrued. The funds do not have a uniform allocation of performance allocations and incentive fees to our employees, senior Carlyle professionals, advisors, and operating executives. Therefore, for any given period, the ratio of performance allocations and incentive fee compensation to performance allocations and incentive fee revenue may vary based on the funds generating the performance allocations and incentive fee revenue for that period and their particular allocation percentages.

In addition, we have implemented various equity-based compensation arrangements that require senior Carlyle professionals and other employees to vest ownership of a portion of their equity interests over a service period of generally one to four years, which under U.S. GAAP will result in compensation charges over current and future periods. In 2021, we granted approximately 7.1 million in long-term strategic restricted stock units to certain senior professionals, the majority of which are subject to vesting based on the achievement of annual performance targets over four years, with a larger proportion of the awards vesting based on the 2024 performance year. In February 2023, we granted a total of 9.9 million restricted stock units under the Equity Incentive Plan, as well as an aggregate 6.8 million performance- and time-based inducement equity awards in connection with the appointment of our new Chief Executive Officer. In contrast, during the years ended December 31, 2019 and 2020, we granted a total of 6.2 million and 3.5 million restricted stock units, respectively. As a result of the larger number of grants in 2023 and the strategic awards granted in 2021, combined with a higher share price than in periods prior to 2021, equity-based compensation expense is higher, and will continue to be higher in the coming years, than it has been. Compensation charges associated with all equity-based compensation grants are excluded from Fee Related Earnings and Distributable Earnings. As of March 31, 2023, the total number of the Company's common shares available for grant under the Equity Incentive Plan was 3,527,870. An increase in the number of shares available for grant under the plan requires shareholder approval.

We may hire additional individuals and overall compensation levels may correspondingly increase, which could result in an increase in compensation and benefits expense. As a result of prior acquisitions, we have charges associated with contingent consideration taking the form of earn-outs and profit participation, some of which are reflected as compensation expense.

General, Administrative and Other Expenses. General, administrative and other expenses include occupancy and equipment expenses and other expenses, which consist principally of professional fees, including those related to our global regulatory compliance program, external costs of fundraising, travel and related expenses, communications and information services, depreciation and amortization (including intangible asset amortization and impairment) and foreign currency transactions. We expect that general, administrative and other expenses will vary due to infrequently occurring or unusual items, such as impairment of intangible assets or lease right-of-use assets and expenses or insurance recoveries associated with litigation and contingencies. Also, in periods of significant fundraising, to the extent that we use third parties to assist in our fundraising efforts, our general, administrative and other expenses may increase accordingly. Similarly, our general, administrative and other expenses may increase as a result of professional and other fees incurred as part of due diligence related to strategic acquisitions and new product development. Additionally, we anticipate that general, administrative and other expenses will fluctuate from period to period due to the impact of foreign exchange transactions.

Interest and Other Expenses of Consolidated Funds. The interest and other expenses of Consolidated Funds consist primarily of interest expenses related primarily to our CLO loans, professional fees and other third-party expenses.

Income Taxes. Income taxes are accounted for using the asset and liability method of accounting. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of differences between the carrying amounts of assets and liabilities and their respective tax basis, using currently enacted tax rates. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period in which the change is enacted. Deferred tax assets are reduced by a valuation allowance when it is more likely than not that some or all of the deferred tax assets will not be realized.

The interim provision for income taxes is calculated using the discrete effective tax rate method as allowed by ASC 740, *Accounting for Income Taxes*. The discrete method is applied when the application of the estimated annual effective tax rate is impractical because it is not possible to reliably estimate the annual effective tax rate. The discrete method treats the year-to-date period as if it was the annual period and determines the income tax expense or benefit on that basis.

In the normal course of business, we are subject to examination by federal and certain state, local and foreign tax regulators. With a few exceptions, as of March 31, 2023, our U.S. federal income tax returns for the years 2019 through 2021 are open under the normal three-year statute of limitations and therefore subject to examination. State and local tax returns are generally subject to audit from 2017 to 2021. Foreign tax returns are generally subject to audit from 2011 to 2021. Certain of our affiliates are currently under audit by federal, state and foreign tax authorities.

Non-controlling Interests in Consolidated Entities. Non-controlling interests in consolidated entities represent the component of equity in consolidated entities not held by us. These interests are adjusted for general partner allocations.

Earnings Per Common Share. We compute earnings per common share in accordance with ASC 260, *Earnings Per Share*. Basic earnings per common share is calculated by dividing net income (loss) attributable to the common shares of the Company by the weighted average number of common shares outstanding for the period. Diluted earnings per common share reflects the assumed conversion of all dilutive securities. We apply the treasury stock method to determine the dilutive weighted-average common shares represented by unvested restricted stock units. For certain equity-based compensation awards that contain performance or market conditions, the number of contingently issuable common shares is included in diluted earnings per common share based on the number of common shares, if any, that would be issuable under the terms of the awards if the end of the reporting period were the end of the contingency period, if the result is dilutive.

Non-GAAP Financial Measures

Distributable Earnings. Distributable Earnings, or “DE,” is a key performance benchmark used in our industry and is evaluated regularly by management in making resource deployment and compensation decisions, and in assessing the performance of our three segments. We also use DE in our budgeting, forecasting, and the overall management of our segments. We believe that reporting DE is helpful to understanding our business and that investors should review the same supplemental financial measure that management uses to analyze our segment performance. DE is intended to show the amount of net realized earnings without the effects of consolidation of the Consolidated Funds. DE is derived from our segment reported results and is an additional measure to assess performance.

Distributable Earnings differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it includes certain tax expenses associated with certain foreign performance revenues (comprised of performance allocations and incentive fees), and does not include unrealized performance allocations and related compensation expense, unrealized principal investment income, equity-based compensation expense, net income (loss) attributable to non-Carlyle interest in consolidated entities, or charges (credits) related to Carlyle corporate actions and non-recurring items. Charges (credits) related to Carlyle corporate actions and non-recurring items include: charges associated with acquisitions, dispositions, or strategic investments, changes in the tax receivable agreement liability, amortization and any impairment charges associated with acquired intangible assets, transaction costs associated with acquisitions and dispositions, charges associated with earn-outs and contingent consideration including gains and losses associated with the estimated fair value of contingent consideration issued in conjunction with acquisitions or strategic investments, impairment charges associated with lease right-of-use assets, gains and losses from the retirement of debt, charges associated with contract terminations and employee severance. We believe the inclusion or exclusion of these items provides investors with a meaningful indication of our core operating performance. This measure supplements and should be considered in addition to and not in lieu of the results of operations discussed further under “Consolidated Results of Operations” prepared in accordance with U.S. GAAP.

Fee Related Earnings. Fee Related Earnings, or “FRE,” is a component of DE and is used to assess the ability of the business to cover direct base compensation and operating expenses from total fee revenues. FRE differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it adjusts for the items included in the calculation of DE and also adjusts DE to exclude net realized performance revenues, realized principal investment income from investments in Carlyle funds, net interest (interest income less interest expense), and certain general, administrative and other expenses when the timing of any future payment is uncertain. Fee Related Earnings includes fee related performance revenues and related compensation expense. Fee related performance revenues represent the realized portion of performance revenues

that are measured and received on a recurring basis, are not dependent on realization events, and which have no risk of giveback.

Operating Metrics

We monitor certain operating metrics that are common to the asset management industry.

Fee-earning Assets under Management. Fee-earning assets under management or Fee-earning AUM refers to the assets we manage or advise from which we derive recurring fund management fees. Our Fee-earning AUM is generally based on one of the following, once fees have been activated:

- (a) the amount of limited partner capital commitments, generally for carry funds where the original investment period has not expired, for AlpInvest carry funds during the commitment fee period (see “Fee-earning AUM based on capital commitments” in the table below for the amount of this component at each period);
- (b) the remaining amount of limited partner invested capital at cost, generally for carry funds and certain co-investment vehicles where the original investment period has expired and one of our business development companies (see “Fee-earning AUM based on invested capital” in the table below for the amount of this component at each period);
- (c) the amount of aggregate fee-earning collateral balance at par of our CLOs and other securitization vehicles, as defined in the fund indentures (typically exclusive of equities and defaulted positions) as of the quarterly cut-off date;
- (d) the external investor portion of the net asset value of certain carry funds (see “Fee-earning AUM based on net asset value” in the table below for the amount of this component at each period);
- (e) the fair value of Fortitude’s general account assets invested under the strategic advisory services agreement (see “Fee-earning AUM based on fair value and other” in the table below);
- (f) the gross assets (including assets acquired with leverage), excluding cash and cash equivalents, of one of our business development companies and certain carry funds (included in “Fee-earning AUM based on lower of cost or fair value and other” in the table below); and
- (g) the lower of cost or fair value of invested capital, generally for AlpInvest carry funds where the commitment fee period has expired and certain carry funds where the investment period has expired, (included in “Fee-earning AUM based on lower of cost or fair value and other” in the table below).

The table below details Fee-earning AUM by its respective components at each period.

	As of March 31,	
	2023	2022
(Dollars in millions)		
Consolidated Results		
Components of Fee-earning AUM		
Fee-earning AUM based on capital commitments ⁽¹⁾	\$ 81,854	\$ 72,933
Fee-earning AUM based on invested capital ⁽²⁾	61,233	63,311
Fee-earning AUM based on collateral balances, at par ⁽³⁾	46,268	43,406
Fee-earning AUM based on net asset value ⁽⁴⁾	12,394	9,942
Fee-earning AUM based on fair value and other ⁽⁵⁾	69,593	21,468
Balance, End of Period⁽⁶⁾	\$ 271,342	\$ 211,060

- (1) Reflects limited partner capital commitments where the original investment period, weighted-average investment period, or commitment fee period has not expired.
- (2) Reflects limited partner invested capital at cost and includes amounts committed to or reserved for investments for certain Global Private Equity and Global Investment Solutions funds.
- (3) Represents the amount of aggregate Fee-earning collateral balances and principal balances, at par, for our CLOs/structured products.
- (4) Reflects the net asset value of certain other carry funds.
- (5) Includes the fair value of Fortitude’s general account assets covered by the strategic advisory services agreement, funds with fees based on the lower of cost or fair value of invested capital and funds with fees based on gross asset value.

- (6) Ending balances as of March 31, 2023 and 2022 exclude \$13.4 billion and \$14.3 billion, respectively, of pending Fee-earning AUM for which fees have not yet been activated.

The table below provides the period to period rollforward of Fee-earning AUM.

	Three Months Ended March 31,	
	2023	2022
Consolidated Results		
Fee-earning AUM Rollforward		
Balance, Beginning of Period	\$ 266,577	\$ 193,419
Inflows ⁽¹⁾	3,863	22,142
Outflows (including realizations) ⁽²⁾	(2,853)	(3,296)
Market Activity & Other ⁽³⁾	3,100	288
Foreign Exchange ⁽⁴⁾	671	(1,493)
Balance, End of Period	\$ 271,358	\$ 211,060

- (1) Inflows represents limited partner capital raised by our carry funds or separately managed accounts for which management fees based on commitments were activated during the period, the fee-earning commitments invested in vehicles for which management fees are based on invested capital, the fee-earning collateral balance of new CLO issuances, as well as gross subscriptions in our vehicles for which management fees are based on net asset value. Inflows exclude fundraising amounts during the period for which fees have not yet been activated, which are referenced as Pending Fee-earning AUM. Inflows for the three months ended March 31, 2022 include \$14 billion of Fee-earning AUM acquired in the CBAM transaction in March 2022.
- (2) Outflows represents the impact of realizations from vehicles with management fees based on remaining invested capital at cost or fair value, changes in basis for funds where the investment period, weighted-average investment period or commitment fee period has expired during the period, reductions for funds that are no longer calling for fees, gross redemptions in our open-end funds, and runoff of CLO collateral balances. Distributions for funds earning management fees based on commitments during the period do not affect Fee-earning AUM.
- (3) Market Activity & Other represents realized and unrealized gains (losses) on portfolio investments in our carry funds based on the lower of cost or fair value and net asset value, activity of funds with fees based on gross asset value, and changes in the fair value of Fortitude's general account assets covered by the strategic advisory services agreement.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Refer to “—Segment Analysis” for a detailed discussion by segment of the activity affecting Fee-earning AUM for each of the periods presented by segment.

Assets under Management. Assets under management or AUM refers to the assets we manage or advise. Our AUM generally equals the sum of the following:

- (a) the aggregate fair value of our carry funds and related co-investment vehicles, and separately managed accounts, plus the capital that Carlyle is entitled to call from investors in those funds and vehicles (including Carlyle commitments to those funds and vehicles and those of senior Carlyle professionals and employees) pursuant to the terms of their capital commitments to those funds and vehicles;
- (b) the amount of aggregate collateral balance and principal cash at par or aggregate principal amount of the notes of our CLOs and other structured products (inclusive of all positions);
- (c) the net asset value of certain carry funds;
- (d) the fair value of Fortitude's general account assets invested under the strategic advisory services agreement; and
- (e) the gross assets (including assets acquired with leverage) of our business development companies, plus the capital that Carlyle is entitled to call from investors in those vehicles pursuant to the terms of their capital commitments to those vehicles.

We include in our calculation of AUM and Fee-earning AUM the Legacy Energy Funds that we jointly advise with Riverstone and the NGP Energy Funds that are advised by NGP. Our calculation of AUM also includes third-party capital

raised for the investment in Fortitude through a Carlyle-affiliated investment fund and from a strategic investor which directly invests in Fortitude alongside the fund. The AUM and Fee-earning AUM related to the strategic advisory services agreement with Fortitude is inclusive of the net asset value of investments in Carlyle products. These amounts are also reflected in the AUM and Fee-earning AUM of the strategy in which they are invested.

For most of our carry funds, total AUM includes the fair value of the capital invested, whereas Fee-earning AUM includes the amount of capital commitments or the remaining amount of invested capital, depending on whether the original investment period for the fund has expired. As such, Fee-earning AUM may be greater than total AUM when the aggregate fair value of the remaining investments is less than the cost of those investments.

Our calculations of AUM and Fee-earning AUM may differ from the calculations of other asset managers. As a result, these measures may not be comparable to similar measures presented by other asset managers. In addition, our calculation of AUM (but not Fee-earning AUM) includes uncalled commitments to, and the fair value of invested capital in, our investment funds from Carlyle and our personnel, regardless of whether such commitments or invested capital are subject to management fees or performance allocations. Our calculations of AUM or Fee-earning AUM are not based on any definition of AUM or Fee-earning AUM that is set forth in the agreements governing the investment funds that we manage or advise.

We generally use Fee-earning AUM as a metric to measure changes in the assets from which we earn recurring management fees. Total AUM tends to be a better measure of our investment and fundraising performance as it reflects investments at fair value plus available capital.

Available Capital. “Available Capital” refers to the amount of capital commitments available to be called for investments, which may be reduced for equity invested that is funded via a fund credit facility and expected to be called from investors at a later date, plus any additional assets/liabilities at the fund level other than active investments. Amounts previously called may be added back to available capital following certain distributions. “Expired Available Capital” occurs when a fund has passed the investment and follow-on periods and can no longer invest capital into new or existing deals. Any remaining Available Capital, typically a result of either recycled distributions or specific reserves established for the follow-on period that are not drawn, can only be called for fees and expenses and is therefore removed from the Total AUM calculation.

The table below provides the period to period rollforward of Total AUM.

Consolidated Results	Three Months Ended March	
	31, 2023	
Total AUM Rollforward	(Dollars in millions)	
Balance, Beginning of Period	\$	372,691
Inflows ⁽¹⁾		6,943
Outflows (including realizations) ⁽²⁾		(6,011)
Market Activity & Other ⁽³⁾		6,443
Foreign Exchange ⁽⁴⁾		1,181
Balance, End of Period	\$	381,247

- (1) Inflows reflects the impact of gross fundraising during the period. For funds or vehicles denominated in foreign currencies, this reflects translation at the average quarterly rate, while the separately reported Fundraising metric is translated at the spot rate for each individual closing.
- (2) Outflows includes distributions net of recallable or recyclable amounts in our carry funds, related co-investment vehicles, and separately managed accounts, gross redemptions in our open-end funds, runoff of CLO collateral balances and the expiration of available capital.
- (3) Market Activity & Other generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds and related co-investment vehicles, and separately managed accounts, as well as the net impact of fees, expenses and non-investment income, change in gross asset value for our business development companies, changes in the fair value of Fortitude’s general account assets covered by the strategic advisory services agreement, and other changes in AUM.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Please refer to “—Segment Analysis” for a detailed discussion by segment of the activity affecting Total AUM for each of the periods presented.

Perpetual Capital. “Perpetual Capital” refers to the assets we manage or advise which have an indefinite term and for which there is no immediate requirement to return capital to investors upon the realization of investments made with such capital, except as required by applicable law. Perpetual Capital may be materially reduced or terminated under certain conditions, including reductions from changes in valuations and payments to investors, including through elections by investors to redeem their investments, dividend payments, and other payment obligations, as well as the termination of or failure to renew the respective investment advisory agreements. Perpetual Capital includes: (a) assets managed under the strategic advisory services agreement with Fortitude, (b) our Core Plus real estate fund, (c) our business development companies and certain other direct lending products, (d) our Interval Fund and (e) Carlyle AlpInvest Private Markets Fund (“CAPM”), our open-ended, retail-oriented product. As of March 31, 2023, our total AUM and Fee-earning AUM included \$65.2 billion and \$61.7 billion, respectively, of Perpetual Capital.

Portfolio Appreciation (Depreciation). Our overall carry fund portfolio appreciation of 2% for the three months ended March 31, 2023 comprises 1% appreciation in our corporate private equity funds in our Global Private Equity segment, 3% appreciation in our Global Credit carry funds and 5% appreciation in our Global Investment Solutions funds. Our Global Private Equity carry funds focusing on infrastructure and natural resources and those focusing on real estate were flat for the first quarter. Our overall carry fund portfolio appreciation of 7% for the twelve months ended March 31, 2023 comprises 3% appreciation in our corporate private equity funds, 5% appreciation in our real estate funds, and 24% in our infrastructure and natural resources funds in our Global Private equity segment; 7% appreciation in our Global Credit carry funds and 7% appreciation in our Global Investment Solutions funds. Our publicly traded investments, which comprise 5% of the total fair value in our carry fund portfolio as of March 31, 2023, depreciated 7% during the first quarter, and depreciated 21% for the twelve months ended March 31, 2023.

While there is no perfectly comparable market index benchmark for the overall portfolio or any of its segments or strategies, we would note that S&P 500 and MSCI ACWI appreciation (depreciation) for the three months ended March 31, 2023 were 7.0% and 6.8%, respectively, while the FTSE NAREIT Composite appreciation (depreciation) was 0.5%, the S&P Oil and Gas Exploration and Production Index was (12.1)%, and the S&P Leveraged Loan Index appreciation (depreciation) was 0.8%. Notably, just three companies – Apple, Inc., Microsoft, Inc. and NVIDIA – accounted for 54% of the S&P 500’s quarterly gain during the first quarter of 2023. In Europe, equity market gains during the first quarter of 2023 were driven largely by Germany, where the market had previously priced in severe economic contraction given the country’s exposure to the energy crisis which didn’t ultimately materialize. For the twelve months ended March 31, 2023, S&P 500 and MSCI ACWI appreciation (depreciation) were (9.3)% and (9.1)%, respectively, while the FTSE NAREIT Composite appreciation (depreciation) was (22.9)%, the S&P Oil and Gas Exploration and Production Index was (5.0)%, and the S&P Leveraged Loan Index appreciation (depreciation) was (3.5)%.

Consolidation of Certain Carlyle Funds

The Company consolidates all entities that it controls either through a majority voting interest or as the primary beneficiary of variable interest entities. The entities we consolidate are referred to collectively as the Consolidated Funds in our unaudited condensed consolidated financial statements. As of March 31, 2023, our Consolidated Funds represent approximately 2% of our AUM; 2% of our management fees for the three months ended March 31, 2023; and 3% of our total investment income or loss for the three months ended March 31, 2023.

We are not required under the consolidation guidance to consolidate in our financial statements most of the investment funds we advise. However, we consolidate certain CLOs and certain other funds that we advise. As of March 31, 2023, our consolidated CLOs held approximately \$6.3 billion of total assets and comprised substantially all of the assets and loans payable of the Consolidated Funds. The assets and liabilities of the Consolidated Funds are generally held within separate legal entities and, as a result, the liabilities of the Consolidated Funds are non-recourse to us.

Generally, the consolidation of the Consolidated Funds has a gross-up effect on our assets, liabilities and cash flows but has no net effect on the net income attributable to the Company and equity. The majority of the net economic ownership interests of the Consolidated Funds are reflected as non-controlling interests in consolidated entities in the consolidated financial statements. Because only a small portion of our funds are consolidated, the performance of the Consolidated Funds is not necessarily consistent with or representative of the combined performance trends of all of our funds.

For further information on our consolidation policy and the consolidation of certain funds, see Note 2 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Consolidated Results of Operations

The following table and discussion sets forth information regarding our unaudited condensed consolidated results of operations for the three months ended March 31, 2023 and 2022. The unaudited condensed consolidated financial statements have been prepared on substantially the same basis for all historical periods presented; however, the consolidated funds are not the same entities in all periods shown due to changes in U.S. GAAP, changes in fund terms and the creation and termination of funds. As further described above, the consolidation of these funds primarily has the impact of increasing interest and other income of Consolidated Funds, interest and other expenses of Consolidated Funds, and net investment income (losses) of Consolidated Funds in the year that the fund is initially consolidated. The consolidation of these funds had no effect on net income attributable to the Company for the periods presented.

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions, except share and per share data)		
Revenues		
Fund management fees	\$ 500.8	\$ 450.5
Incentive fees	19.8	14.0
Investment income		
Performance allocations	160.8	710.2
Principal investment income	11.7	319.6
Total investment income	172.5	1,029.8
Interest and other income	44.0	25.8
Interest and other income of Consolidated Funds	121.9	61.7
Total revenues	859.0	1,581.8
Expenses		
Compensation and benefits		
Cash-based compensation and benefits	260.2	254.3
Equity-based compensation	54.4	39.7
Performance allocations and incentive fee related compensation	105.7	370.7
Total compensation and benefits	420.3	664.7
General, administrative and other expenses	159.2	106.3
Interest	29.7	27.8
Interest and other expenses of Consolidated Funds	93.7	42.8
Other non-operating expenses	0.1	0.3
Total expenses	703.0	841.9
Other income		
Net investment income of Consolidated Funds	3.6	2.8
Income before provision for income taxes	159.6	742.7
Provision for income taxes	34.3	147.9
Net income	125.3	594.8
Net income attributable to non-controlling interests in consolidated entities	24.6	23.2
Net income attributable to The Carlyle Group Inc. Common Stockholders	\$ 100.7	\$ 571.6
Net income attributable to The Carlyle Group Inc. per common share		
Basic	\$ 0.28	\$ 1.60
Diluted	\$ 0.28	\$ 1.57
Weighted-average common shares		
Basic	362,944,260	357,574,838
Diluted	365,357,833	363,010,282

Three Months Ended March 31, 2023 Compared to Three Months Ended March 31, 2022

Revenues

Total revenues decreased \$722.8 million, or 45.7%, for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in total revenues for the three months ended March 31, 2023:

	Three Months Ended March 31, 2023 v. 2022
	(Dollars in millions)
Total Revenues, March 31, 2022	\$ 1,581.8
Increases (Decreases):	
Increase in fund management fees	50.3
Increase in incentive fees	5.8
Decrease in investment income, including performance allocations	(857.3)
Increase in interest and other income	18.2
Increase in interest and other income of Consolidated Funds	60.2
Total decrease	(722.8)
Total Revenues, March 31, 2023	\$ 859.0

Fund Management Fees. Fund management fees increased \$50.3 million, or 11.2%, for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to the following:

	Three Months Ended March 31, 2023 v. 2022
	(Dollars in millions)
Higher management fees from the commencement of the investment period for certain newly raised funds	\$ 35.1
Lower management fees resulting from the change in basis for earning management fees from commitments to invested capital for certain funds and from net investment activity in funds whose management fees are based on invested capital	(10.1)
Increase in catch-up management fees from subsequent closes of funds that are in the fundraising period	7.1
Higher management fees due to CBAM and Abingworth acquisitions	19.4
Lower transaction and portfolio advisory fees	(1.2)
Total increase in fund management fees	\$ 50.3

Fund management fees include transaction and portfolio advisory fees, net of rebate offsets, of \$13.4 million and \$14.6 million for the three months ended March 31, 2023 and 2022, respectively.

Investment Income. Investment income decreased \$857.3 million to \$172.5 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The components of investment income are included in the following table:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Performance allocations, excluding NGP (see below)	\$ 160.8	\$ 710.2
Investment income from NGP, which includes performance allocations	16.3	282.3
Investment income from our carry funds:		
Global Private Equity	2.6	45.3
Global Credit	1.4	(12.8)
Global Investment Solutions	9.4	2.7
Investment (loss) income from our CLOs	17.9	(7.4)
Investment (loss) income from Carlyle FRL	(26.3)	9.1
Investment (loss) income from our other Global Credit products	2.0	(1.3)
Investment (loss) income on foreign currency hedges	0.4	1.2
All other investment (loss) income ⁽¹⁾	(12.0)	0.5
Total investment income	<u>\$ 172.5</u>	<u>\$ 1,029.8</u>

(1) All other investment income in the three months ended March 31, 2023 includes an unrealized investment loss of \$13.3 million associated with the remeasurement of a corporate investment in equity securities, which was previously carried at cost, resulting from an observable price change pursuant to ASC 321, *Investments—Equity Securities*.

The decrease in investment income in the respective periods primarily reflects carry fund appreciation of 2% during the three months ended March 31, 2023 compared to appreciation of 5% during the three months ended March 31, 2022, resulting in significantly higher performance allocations in 2022 compared to 2023. In addition, we recorded an investment loss from our investment in Carlyle FRL during the three months ended March 31, 2023, reflecting the unrealized impacts of market exposure at Fortitude.

We recorded investment income from our CLOs during the three months ended March 31, 2023 as compared to investment loss from our CLOs during the three months ended March 31, 2022. The fair value of the CLO investments held by the firm (before the effects of consolidation) increased 3% during the quarter, with our investments in subordinated notes and senior notes appreciating 5% and 3%, respectively, during the three months ended March 31, 2023.

Performance Allocations. Performance allocations decreased \$549.4 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. Performance allocations by segment on a consolidated U.S. GAAP basis for the three months ended March 31, 2023 and 2022 comprised the following:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Global Private Equity	\$ (3.8)	\$ 657.9
Global Credit	33.4	(34.0)
Global Investment Solutions	131.2	86.3
Total performance allocations	<u>\$ 160.8</u>	<u>\$ 710.2</u>
Total carry fund appreciation ⁽¹⁾	<u>2 %</u>	<u>5 %</u>

(1) Carry fund appreciation includes appreciation on the NGP Carry Funds. We do not control NGP and account for our strategic investment in NGP as an equity method investment under U.S. GAAP. Therefore, performance allocations related to these funds of \$1.7 million for the three months ended March 31, 2023 and \$250.4 million for the three months ended March 31, 2022 are included in investment income in our U.S. GAAP results.

Refer to “—Key Financial Measures” for a listing of the funds with performance allocations in excess of 10% of the total for the periods presented.

The first quarter of 2023 was characterized by resilience in developed market economies, despite persistent services inflation, regional banking distress in the U.S., significant rates volatility, and a weakening outlook for corporate fundamentals. Our carry fund portfolio appreciated 2% in the first quarter of 2023, with only 1% appreciation in our corporate private equity funds, appreciation of 3% in our Global Credit carry funds (which represent approximately 11% of the total Global Credit remaining fair value as of March 31, 2023), and appreciation of 5% in our Global Investment Solutions funds. Our infrastructure and natural resources funds and our real estate funds in our Global Private Equity segment were flat for the quarter. However, rising interest rates and continued margin contraction may negatively impact the performance and valuation of our portfolio investments and companies.

Interest and Other Income. Interest and other income increased \$18.2 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily as a result of increases from the reimbursement of certain costs incurred on behalf of Carlyle funds, as well as interest income from investments in CLO notes, due in part to the CBAM acquisition, and higher yields on cash and interest income on corporate treasury investments.

Interest and Other Income of Consolidated Funds. Interest and other income of Consolidated Funds increased \$60.2 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. Substantially all of the increase in interest and other income of Consolidated Funds relates to increased interest income from CLOs. Our CLOs generate interest income primarily from investments in bonds and loans, inclusive of amortization of discounts, and generate other income from consent and amendment fees. Substantially all interest and other income of the CLOs and other consolidated funds together with interest expense of our CLOs and net investment gains (losses) of Consolidated Funds is attributable to the related funds’ limited partners or CLO investors. Accordingly, such amounts have no material impact on net income attributable to the Company.

Expenses

Total expenses decreased \$138.9 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in total expenses for the three months ended March 31, 2023:

	Three Months Ended March 31,
	2023 v. 2022
	(Dollars in millions)
Total Expenses, March 31, 2022	\$ 841.9
Increases (Decreases):	
Decrease in total compensation and benefits	(244.4)
Increase in general, administrative and other expenses	52.9
Increase in interest	1.9
Increase in interest and other expenses of Consolidated Funds	50.9
Decrease in other non-operating expense	(0.2)
Total decrease	(138.9)
Total Expenses, March 31, 2023	\$ 703.0

Total Compensation and Benefits. Total compensation and benefits decreased \$244.4 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, due to the following:

	Three Months Ended March 31,	
	2023 v. 2022	
	(Dollars in millions)	
Increase in cash-based compensation and benefits	\$	5.9
Increase in equity-based compensation		14.7
Decrease in performance allocations and incentive fee related compensation		(265.0)
Decrease in total compensation and benefits	\$	(244.4)

Cash-based Compensation and Benefits. Cash-based compensation and benefits increased \$5.9 million, or 2.3%, for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to the following:

	Three Months Ended March 31,	
	2023 v. 2022	
	(Dollars in millions)	
Increase in headcount and bonuses	\$	31.3
Decrease in compensation expense associated with contingent earn-out payments ⁽¹⁾		(25.4)
Total (decrease) increase in cash-based compensation and benefits	\$	5.9

(1) The December 2018 Carlyle Aviation Partners acquisition included an earn-out of up to \$150.0 million and the August 2022 Abingworth acquisition included an earn-out of up to \$130.0 million. During the three months ended March 31, 2023, we entered into a termination and settlement agreement with respect to the Carlyle Aviation Partners earn-out, which resulted in a reversal of \$0.7 million of previously accrued expense compared with an accrual of \$19.9 million during the three months ended March 31, 2022. During the three months ended March 31, 2023, we reversed previously accrued expense of \$4.7 million related to the Abingworth earn-out based on revised performance expectations relative to earn-out targets. For additional information, refer to “—Liquidity and Capital Resources—Contingent Cash Payments For Business Acquisitions and Strategic Investments.”

Equity-based Compensation. Equity-based compensation, net of forfeitures, increased \$14.7 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. In February 2023, we granted a total of 9.9 million restricted stock units to our personnel, including certain senior Carlyle professionals and other key personnel, as well as an aggregate 6.8 million time- and performance-based inducement equity awards in connection with the appointment of our new Chief Executive Officer. In contrast, during the years ended December 31, 2019 and 2020, we granted a total of 6.2 million and 3.5 million restricted stock units, respectively. As a result of these grants, combined with a higher share price than in periods prior to 2021, we expect that equity-based compensation expense is higher, and will be higher in the coming years, than it has been in prior years.

Performance allocations and incentive fee related compensation expense. Performance allocations and incentive fee related compensation expense decreased \$265.0 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. Performance allocations and incentive fee related compensation as a percentage of performance allocations and incentive fees was 66% and 52% for the three months ended March 31, 2023 and 2022, respectively, reflecting a higher proportion of our performance allocations being generated from AlpInvest during the three months ended March 31, 2023. Performance allocations and incentive fee related compensation as a percentage of performance allocations and incentive fees fluctuates depending on the mix of funds contributing to performance allocations and incentive fees in a given period. For our largest segment, Global Private Equity, our performance allocations and incentive fee related compensation expense as a percentage of performance allocations and incentive fees is generally around 45%. Performance allocations from our Global Investment Solutions segment pay a higher ratio of performance allocations and incentive fees as compensation, primarily as a result of the terms of our acquisition of AlpInvest.

General, Administrative and Other Expenses. General, administrative and other expenses increased \$52.9 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to:

	Three Months Ended March 31,	
	2023 v. 2022	
	(Dollars in millions)	
Higher intangible asset amortization ⁽¹⁾	\$	23.9
Foreign exchange adjustments ⁽²⁾		18.1
Higher travel and conference expenses		5.7
Higher IT and other office expenses		4.2
Lower professional fees		(3.0)
Other changes		4.0
Total increase in general, administrative and other expenses	\$	52.9

(1) Intangible asset amortization increases for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 are primarily related to the CBAM and Abingworth acquisitions. See Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

(2) Foreign exchange losses for the three months ended March 31, 2023 as compared to foreign exchange gains for the three months ended March 31, 2022, primarily driven by the EUR appreciation relative to the USD.

Interest. Interest increased \$1.9 million for the three months ended March 31, 2023 as compared to three months ended March 31, 2022 primarily due to higher interest on CLO term loans, mainly related to CBAM.

Interest and Other Expenses of Consolidated Funds. Interest and other expenses of Consolidated Funds increased \$50.9 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to higher interest expense on the consolidated CLOs. The CLOs incur interest expense on their loans payable and incur other expenses consisting of trustee fees, rating agency fees and professional fees. Substantially all interest and other income of our CLOs together with interest expense of our CLOs and net investment gains (losses) of Consolidated Funds is attributable to the related funds' limited partners or CLO investors. Accordingly, such amounts have no material impact on net income attributable to the Company.

Net Investment Income (Loss) of Consolidated Funds. For the three months ended March 31, 2023, net investment income of Consolidated Funds were \$3.6 million as compared to net investment income of \$2.8 million for the three months ended March 31, 2022. For both the three months ended March 31, 2023 and 2022, net investment income (loss) comprise the activity of the consolidated CLOs and certain other funds. For the consolidated CLOs, the amount reflects the net gain or loss on the fair value adjustment of both the assets and liabilities. The components of net investment gains (losses) of Consolidated Funds for the respective periods are:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Realized gains (losses)	\$ (17.4)	\$ 2.7
Net change in unrealized gains (losses)	162.4	(46.1)
Total gains (losses)	145.0	(43.4)
Gains (losses) from liabilities of CLOs	(141.4)	46.2
Total net investment gains (losses) of Consolidated Funds	\$ 3.6	\$ 2.8

Provision (Benefit) for Income Taxes. The Company's provision (benefit) for income taxes was \$34.3 million and \$147.9 million for the three months ended March 31, 2023 and 2022, respectively. The Company's effective tax rate was approximately 21% and 20% for the three months ended March 31, 2023 and 2022, respectively. The effective tax rate for the three months ended March 31, 2023 and 2022 is primarily comprised of the 21% U.S. federal corporate income tax rate plus U.S. state and foreign corporate income taxes and tax deductions resulting from the vesting of restricted stock units during the period, offset by disallowed executive compensation. The effective tax rate for the three months ended March 31, 2022 also reflects a deferred tax benefit resulting from a reduction in certain future foreign withholding taxes. As of March 31, 2023 and December 31, 2022, the Company had federal, state, local and foreign taxes payable of \$33.9 million and \$39.7 million, respectively, which is recorded as a component of accounts payable, accrued expenses and other liabilities on the accompanying unaudited condensed consolidated balance sheets.

Net Income Attributable to Non-controlling Interests in Consolidated Entities. Net income attributable to non-controlling interests in consolidated entities was \$24.6 million for the three months ended March 31, 2023 as compared to net income of \$23.2 million for the three months ended March 31, 2022. These amounts are primarily attributable to the net earnings of the Consolidated Funds for each period, which are substantially all allocated to the related fund's limited partners or CLO investors, as well as net earnings from our Insurance Solutions business and certain other products that are allocated to certain third party investors. These amounts also reflect the net income attributable to non-controlling interests in carried interest, giveback obligations, and cash held for carried interest distributions.

Net Income Attributable to The Carlyle Group Inc. Common Stockholders. Net income (loss) attributable to The Carlyle Group Inc. common stockholders was \$100.7 million for the three months ended March 31, 2023, a \$470.9 million decrease from net income of \$571.6 million for the three months ended March 31, 2022.

Non-GAAP Financial Measures

The following tables set forth information in the format used by management when making resource deployment decisions and in assessing performance of our segments. These non-GAAP financial measures are presented for the three months ended March 31, 2023 and 2022. Our Non-GAAP financial measures exclude the effects of unrealized performance allocations net of related compensation expense, unrealized principal investment income, consolidated funds, acquisition and disposition-related items including amortization and any impairment charges of acquired intangible assets and contingent consideration taking the form of earn-outs, charges associated with equity-based compensation, changes in the tax receivable agreement liability, corporate actions and infrequently occurring or unusual events.

The following table shows our total segment DE and FRE for the three months ended March 31, 2023 and 2022.

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Total Segment Revenues	\$ 754.2	\$ 779.5
Total Segment Expenses	482.6	476.7
Distributable Earnings	\$ 271.6	\$ 302.8
(-) Realized Net Performance Revenues	69.5	118.0
(-) Realized Principal Investment Income	23.8	26.3
(+) Net Interest	15.1	24.8
(=) Fee Related Earnings	\$ 193.4	\$ 183.3

The following table sets forth our total segment revenues for the three months ended March 31, 2023 and 2022.

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Segment Revenues		
Fund level fee revenues		
Fund management fees	\$ 506.2	\$ 454.2
Portfolio advisory and transaction fees, net and other	16.4	16.2
Fee related performance revenues	28.8	44.5
Total fund level fee revenues	551.4	514.9
Realized performance revenues	165.1	236.3
Realized principal investment income	23.8	26.3
Interest income	13.9	2.0
Total Segment Revenues	<u>\$ 754.2</u>	<u>\$ 779.5</u>

The following table sets forth our total segment expenses for the three months ended March 31, 2023 and 2022.

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Segment Expenses		
Compensation and benefits		
Cash-based compensation and benefits	\$ 260.6	\$ 245.8
Realized performance revenue related compensation	95.6	118.3
Total compensation and benefits	356.2	364.1
General, administrative, and other indirect expenses	87.5	76.3
Depreciation and amortization expense	9.9	9.5
Interest expense	29.0	26.8
Total Segment Expenses	<u>\$ 482.6</u>	<u>\$ 476.7</u>

Income (loss) before provision for income taxes is the U.S. GAAP financial measure most comparable to Distributable Earnings and Fee Related Earnings. The following table is a reconciliation of income (loss) before provision for income taxes to Distributable Earnings and to Fee Related Earnings.

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Income (loss) before provision for income taxes	\$ 159.6	\$ 742.7
Adjustments:		
Net unrealized performance and fee related performance revenues	18.4	(466.6)
Unrealized principal investment (income) loss	29.0	(23.7)
Equity-based compensation ⁽¹⁾	57.1	40.7
Acquisition or disposition-related charges (credits), including amortization of intangibles and impairment	28.7	29.1
Tax expense associated with certain foreign performance revenues	(0.5)	(0.8)
Net (income) loss attributable to non-controlling interests in consolidated entities	(24.6)	(23.2)
Other adjustments including severance	3.9	4.6
(=) Distributable Earnings	\$ 271.6	\$ 302.8
(-) Realized net performance revenues ⁽²⁾	69.5	118.0
(-) Realized principal investment income ⁽²⁾	23.8	26.3
(+) Net interest	15.1	24.8
(=) Fee Related Earnings	\$ 193.4	\$ 183.3

(1) Equity-based compensation includes amounts presented in principal investment income and general, administrative and other expenses in our U.S. GAAP statement of operations.

(2) See reconciliation to most directly comparable U.S. GAAP measure below:

	Three Months Ended March 31, 2023		
	Carlyle Consolidated	Adjustments ⁽³⁾	Total Reportable Segments
	(Dollars in millions)		
Performance revenues	\$ 160.8	\$ 4.3	\$ 165.1
Performance revenues related compensation expense	105.7	(10.1)	95.6
Net performance revenues	\$ 55.1	\$ 14.4	\$ 69.5
Principal investment income (loss)	\$ 11.7	\$ 12.1	\$ 23.8

	Three Months Ended March 31, 2022		
	Carlyle Consolidated	Adjustments ⁽³⁾	Total Reportable Segments
	(Dollars in millions)		
Performance revenues	\$ 710.2	\$ (473.9)	\$ 236.3
Performance revenues related compensation expense	370.7	(252.4)	118.3
Net performance revenues	\$ 339.5	\$ (221.5)	\$ 118.0
Principal investment income (loss)	\$ 319.6	\$ (293.3)	\$ 26.3

(3) Adjustments to performance revenues and principal investment income (loss) relate to (i) unrealized performance allocations net of related compensation expense and unrealized principal investment income, which are excluded from our Non-GAAP results, (ii) amounts earned from the Consolidated Funds, which were eliminated in the U.S. GAAP consolidation but were included in the Non-GAAP results, (iii) amounts attributable to non-controlling interests in consolidated entities, which were excluded from the Non-GAAP results, (iv) the reclassification of NGP performance revenues, which are included in investment income in the U.S. GAAP financial statements, (v) the reclassification of fee related performance revenues, which are included in fund level fee revenues in the segment results, and (vi) the reclassification of tax expenses associated with certain foreign performance revenues. Adjustments to principal investment income (loss) also include the reclassification of earnings for the investment in

NGP Management and its affiliates to the appropriate operating captions for the Non-GAAP results, and the exclusion of charges associated with the investment in NGP Management and its affiliates that are excluded from the Non-GAAP results (see Note 4 to our unaudited condensed consolidated financial statements).

Distributable Earnings for our reportable segments are as follows:

	Three Months Ended March 31,	
	2023	2022
	(Dollars in millions)	
Global Private Equity	\$ 182.8	\$ 244.1
Global Credit	68.9	35.6
Global Investment Solutions	19.9	23.1
Distributable Earnings	\$ 271.6	\$ 302.8

Segment Analysis

Discussed below is our DE and FRE for our segments for the periods presented. Our segment information is reflected in the manner used by our senior management to make operating and compensation decisions, assess performance and allocate resources.

For segment reporting purposes, revenues and expenses are presented on a basis that deconsolidates our Consolidated Funds. As a result, segment revenues from management fees, realized performance revenues and realized principal investment income (loss) are different than those presented on a consolidated U.S. GAAP basis because these revenues recognized in certain segments are received from Consolidated Funds and are eliminated in consolidation when presented on a consolidated U.S. GAAP basis. Furthermore, segment expenses are different than related amounts presented on a consolidated U.S. GAAP basis due to the exclusion of fund expenses that are paid by the Consolidated Funds.

Global Private Equity

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

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Segment Revenues		
Fund level fee revenues		
Fund management fees	\$ 326.9	\$ 304.2
Portfolio advisory and transaction fees, net and other	5.4	6.1
Fee related performance revenues	9.6	30.6
Total fund level fee revenues	341.9	340.9
Realized performance revenues	99.0	199.9
Realized principal investment income	11.9	14.2
Interest income	5.4	0.4
Total revenues	458.2	555.4
Segment Expenses		
Compensation and benefits		
Cash-based compensation and benefits	148.7	153.0
Realized performance revenues related compensation	46.3	90.7
Total compensation and benefits	195.0	243.7
General, administrative, and other indirect expenses	57.1	45.5
Depreciation and amortization expense	6.7	6.3
Interest expense	16.6	15.8
Total expenses	275.4	311.3
Distributable Earnings	\$ 182.8	\$ 244.1
(-) Realized Net Performance Revenues	52.7	109.2
(-) Realized Principal Investment Income	11.9	14.2
(+) Net Interest	11.2	15.4
(=) Fee Related Earnings	\$ 129.4	\$ 136.1

Three Months Ended March 31, 2023 Compared to Three Months Ended March 31, 2022

Distributable Earnings

Distributable Earnings decreased \$61.3 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in Distributable Earnings for the three months ended March 31, 2023:

	Three Months Ended March 31,
	(Dollars in millions)
Distributable Earnings, March 31, 2022	\$ 244.1
Increases (decreases):	
Decrease in fee related earnings	(6.7)
Decrease in realized net performance revenues	(56.5)
Decrease in realized principal investment income	(2.3)
Decrease in net interest	4.2
Total decrease	<u>(61.3)</u>
Distributable Earnings, March 31, 2023	<u>\$ 182.8</u>

Realized Net Performance Revenues. Realized net performance revenues decreased \$56.5 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily driven by lower realized net performance revenues generated by CJP III and CEOF II during the three months ended March 31, 2023 and realized net performance revenues generated by CP VI and CRP VII during the three months ended March 31, 2022. Realized net performance revenues were primarily generated by the following funds for the three months ended March 31, 2023 and 2022:

Three Months Ended March 31,	
2023	2022
CJP III	CJP III
CRP VIII	CEOF II
CEOF II	CP VI
CEOF I	CRP VIII
CP V	CRP VII
CICF	

Realized Principal Investment Income. Realized principal investment income was \$11.9 million for the three months ended March 31, 2023 as compared to realized principal investment income of \$14.2 million for the three months ended March 31, 2022, primarily driven by lower realized principal investment income from our Japan buyout funds, partially offset by an increase in realized principal investment income from our Infrastructure and Natural Resources funds, notably our NGP Energy funds.

Fee Related Earnings

Fee Related Earnings decreased \$6.7 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in Fee Related Earnings for the three months ended March 31, 2023:

	Three Months Ended March 31,
	(Dollars in millions)
Fee Related Earnings, March 31, 2022	\$ 136.1
Increases (decreases):	
Increase in fee revenues	1.0
Decrease in cash-based compensation and benefits	4.3
Increase in general, administrative and other indirect expenses	(11.6)
All other changes	(0.4)
Total decrease	(6.7)
Fee Related Earnings, March 31, 2023	\$ 129.4

Fee Revenues. Total fee revenues increased \$1.0 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, due to the following:

	Three Months Ended March 31,
	2023 v. 2022
	(Dollars in millions)
Higher fund management fees	\$ 22.7
Lower portfolio advisory and transaction fees, net and other	(0.7)
Lower fee related performance revenues	(21.0)
Total increase in fee revenues	\$ 1.0

The increase in fund management fees for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 was primarily due to the impact of fundraising in CETP V and CP VIII, including \$8.0 million in catch-up management fees for the three months ended March 31, 2023, compared to \$0.9 million during the three months ended March 31, 2022, as well as management fees from Abingworth which was acquired in August 2022. These increases were partially offset by the impact of investment realizations in CP VI and CEP IV, on which management fees are based on invested capital, as well as the basis step-down in CETP IV.

The decrease in fee related performance revenues for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 was due to lower fee related performance revenues from CPI, which will fluctuate from quarter to quarter. We expect fee related performance revenues from CPI will be higher in the second quarter of 2023 and then moderate for the remainder of the year.

The total weighted-average management fee rate decreased from 1.29% as of March 31, 2022 to 1.28% as of March 31, 2023, with the rate for funds in the investment period increasing from 1.37% to 1.41% over the same period. The rate increase for funds in the investment period, largely attributable to new fee-paying capital raised in CP VIII and CETP V as well as the onboarding of Fee-earning AUM related to Abingworth, was offset by the effect of fee step-downs in funds outside the investment period. Fee-earning assets under management were \$107.8 billion and \$106.7 billion as of March 31, 2023 and 2022, respectively, an increase of \$1.1 billion.

Cash-based compensation and benefits expense. Cash-based compensation and benefits expense decreased \$4.3 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to a \$10.0 million decrease in compensation associated with fee related performance revenues (approximately 45% of fee related performance revenues are paid as cash-based compensation), partially offset by the impact of an increase in headcount.

General, administrative and other indirect expenses. General, administrative and other indirect expenses increased \$11.6 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to higher fund organization costs, technology costs, travel costs and other general expenses. General, administrative and other indirect expenses from our CBAM and Abingworth acquisitions in 2022 also contributed to the increase.

Fee-earning AUM as of and for the Three Months Ended March 31, 2023 and 2022

Fee-earning AUM is presented below for each period together with the components of change during each respective period.

	As of March 31,	
	2023	2022
Global Private Equity	(Dollars in millions)	
Components of Fee-earning AUM⁽¹⁾		
Fee-earning AUM based on capital commitments	\$ 55,763	\$ 51,129
Fee-earning AUM based on invested capital	42,004	48,003
Fee-earning AUM based on net asset value	6,324	5,118
Fee-earning AUM based on lower of cost or fair value	3,706	2,415
Total Fee-earning AUM	\$ 107,797	\$ 106,665
Weighted Average Management Fee Rates⁽²⁾		
All Funds	1.28 %	1.29 %
Funds in Investment Period	1.41 %	1.37 %

- (1) For additional information concerning the components of Fee-earning AUM, see “—Fee-earning Assets under Management.”
- (2) Represents the aggregate effective management fee rate of each fund in the segment, weighted by each fund’s Fee-earning AUM, as of the end of each period presented.

The table below provides the period to period rollforward of Fee-earning AUM.

	Three Months Ended March 31,	
	2023	2022
Global Private Equity	(Dollars in millions)	
Fee-earning AUM Rollforward		
Balance, Beginning of Period	\$ 107,801	\$ 104,252
Inflows ⁽¹⁾	1,486	3,516
Outflows (including realizations) ⁽²⁾	(1,592)	(771)
Market Activity & Other ⁽³⁾	(73)	140
Foreign Exchange ⁽⁴⁾	175	(472)
Balance, End of Period	\$ 107,797	\$ 106,665

- (1) Inflows represents limited partner capital raised by our carry funds or separately managed accounts for which management fees based on commitments were activated during the period, and the fee-earning commitments invested in vehicles for which management fees are based on invested capital. Inflows exclude fundraising amounts during the period for which fees have not yet been activated, which are referenced as Pending Fee-earning AUM.
- (2) Outflows represents the impact of realizations from vehicles with management fees based on remaining invested capital at cost or fair value, changes in basis for funds where the investment period, weighted-average investment period or commitment fee period has expired during the period, and reductions for funds that are no longer calling for fees. Realizations for funds earning management fees based on commitments during the period do not affect Fee-earning AUM.
- (3) Market Activity & Other represents realized and unrealized gains (losses) on portfolio investments in our carry funds based on the lower of cost or fair value.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Fee-earning AUM of \$107.8 billion at March 31, 2023 remained flat from December 31, 2022, as inflows were largely offset by outflows in the period. Inflows of \$1.5 billion included the impact of the activation of fees in NGP Royalty Partners II (NGP RP II) and CRSEF II, as well as additional fee-paying commitments raised in CETP V. Outflows of \$1.6 billion were driven by funds which stopped charging fees during the period and realizations in funds that charge fees on invested capital.

Investment and distribution activity has no impact for funds still in the original investment period where Fee-earning AUM is based on commitments.

Fee-earning AUM was \$107.8 billion at March 31, 2023, reflecting a 1% increase from \$106.7 billion at March 31, 2022, as inflows were largely offset by outflows in the period. Inflows of \$11.0 billion included additional fee-paying commitments raised in CP VIII and CETP V, as well as \$2 billion acquired as part of the Abingworth transaction. Outflows of \$9.1 billion were driven by realizations in funds that charge fees on invested capital and funds which stopped charging fees during the period.

Total AUM as of and for the Three Months Ended March 31, 2023

The table below provides the period to period rollforward of Total AUM.

	Three Months Ended March 31, 2023	
	(Dollars in millions)	
Global Private Equity		
Total AUM Rollforward		
Balance, Beginning of Period	\$	163,098
Inflows ⁽¹⁾		3,468
Outflows (including realizations) ⁽²⁾		(2,478)
Market Activity & Other ⁽³⁾		74
Foreign Exchange ⁽⁴⁾		268
Balance, End of Period	\$	164,430

- (1) Inflows reflects the impact of gross fundraising during the period. For funds or vehicles denominated in foreign currencies, this reflects translation at the average quarterly rate, while the separately reported Fundraising metric is translated at the spot rate for each individual closing.
- (2) Outflows includes distributions net of recallable or recyclable amounts in our carry funds, related co-investment vehicles, and separately managed accounts, gross redemptions in our open-end funds, and the expiration of available capital.
- (3) Market Activity & Other generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds, related co-investment vehicles, and separately managed accounts, as well as the impact of fees, expenses and non-investment income, and other changes in AUM.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Total AUM was \$164.4 billion at March 31, 2023, an increase of \$1.3 billion, or approximately 1%, compared to \$163.1 billion as of December 31, 2022. Driving the increase were \$3.5 billion of inflows from fundraising in CAP VI, NGP XIII, CP VIII, and CPI. Overall segment appreciation of \$0.1 billion for the period included appreciation of \$0.4 billion in CP VII, \$0.2 billion in CEP V, and \$0.2 billion in CEOF II, partially offset by \$0.4 billion of depreciation in CP VI. Offsetting these increases were outflows of \$2.5 billion driven primarily by realizations in NGP XI, NGP XII, CPI, and other funds.

Fund Performance Metrics

Fund performance information for our investment funds that generally have at least \$1.0 billion in capital commitments, cumulative equity invested or total value as of March 31, 2023, which we refer to as our “significant funds” is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group Inc. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group Inc. 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 reflect the performance of our significant funds in our Global Private Equity business. Please see “—Our Global Investment Offerings” for a legend of the fund acronyms listed below.

(Amounts in millions)

Fund (Fee Initiation Date/Stepdown Date)(19)	TOTAL INVESTMENTS									REALIZED/PARTIALLY REALIZED INVESTMENTS(5)			
	Committed Capital(20)	Cumulative Invested Capital(1)	Percent Invested	As of March 31, 2023						As of March 31, 2023			
				Realized Value(2)	Remaining Fair Value(3)	MOIC (4)	Gross IRR (6)(12)	Net IRR (7)(12)	Net Accrued Carry/(Giveback) (8)	Total Fair Value(9)	MOIC (4)	Gross IRR (6)(12)	
Corporate Private Equity													
CP VIII (Oct 2021 / Oct 2027)	\$ 14,405	\$ 6,787	47%	\$ 1	\$ 7,339	1.1x	NM	NM	\$ —		n/a	n/a	n/a
CP VII (May 2018 / Oct 2021)	\$ 18,510	\$ 17,518	95%	\$ 1,770	\$ 21,951	1.4x	13%	8%	\$ 391	\$	1,594	1.2x	12%
CP VI (May 2013 / May 2018)	\$ 13,000	\$ 13,140	101%	\$ 23,182	\$ 6,950	2.3x	19%	15%	\$ 454	\$	26,661	2.5x	23%
CP V (Jun 2007 / May 2013)	\$ 13,720	\$ 13,238	96%	\$ 28,041	\$ 844	2.2x	18%	14%	\$ 90	\$	28,130	2.3x	20%
CEP V (Oct 2018 / Sep 2024)	€ 6,416	€ 5,046	79%	€ 1,360	€ 5,737	1.4x	23%	13%	\$ 163		n/a	n/a	n/a
CEP IV (Sep 2014 / Oct 2018)	€ 3,670	€ 3,797	103%	€ 5,457	€ 1,955	2.0x	18%	12%	\$ 180	€	5,662	2.3x	23%
CEP III (Jul 2007 / Dec 2012)	€ 5,295	€ 5,177	98%	€ 11,716	€ 72	2.3x	19%	14%	\$ 8	€	11,648	2.3x	19%
CAP V (Jun 2018 / Jun 2024)	\$ 6,554	\$ 5,701	87%	\$ 1,423	\$ 5,883	1.3x	20%	9%	\$ 96	\$	907	1.8x	143%
CAP IV (Jul 2013 / Jun 2018)	\$ 3,880	\$ 4,044	104%	\$ 6,181	\$ 2,105	2.0x	18%	13%	\$ 220	\$	7,126	2.8x	27%
CAP III (Jun 2008 / Jul 2013)	\$ 2,552	\$ 2,543	100%	\$ 5,123	\$ 16	2.0x	17%	12%	\$ 3	\$	5,139	2.0x	17%
CJP IV (Oct 2020 / Oct 2026)	¥ 258,000	¥ 178,985	69%	¥ 5,996	¥ 227,643	1.3x	51%	24%	\$ 27		n/a	n/a	n/a
CJP III (Sep 2013 / Aug 2020)	¥ 119,505	¥ 91,192	76%	¥ 206,612	¥ 38,559	2.7x	24%	17%	\$ 19	¥	202,102	3.4x	27%
CGFSP III (Dec 2017 / Dec 2023)	\$ 1,005	\$ 932	93%	\$ 377	\$ 1,724	2.3x	37%	27%	\$ 105	\$	815	6.5x	56%
CGFSP II (Jun 2013 / Dec 2017)	\$ 1,000	\$ 943	94%	\$ 1,959	\$ 500	2.6x	27%	20%	\$ 41	\$	1,956	2.4x	28%
CP Growth (Oct 2021 / Oct 2027)	\$ 1,213	\$ 333	27%	\$ —	\$ 348	1.0x	NM	NM	\$ —		n/a	n/a	n/a
CEOF II (Nov 2015 / Mar 2020)	\$ 2,400	\$ 2,361	98%	\$ 2,440	\$ 2,316	2.0x	21%	15%	\$ 165	\$	2,748	3.5x	52%
CEOF I (Sep 2011 / Nov 2015)	\$ 1,119	\$ 1,175	105%	\$ 1,717	\$ 124	1.6x	12%	8%	\$ 34	\$	1,681	1.6x	14%
CETP V (Mar 2022 / Jun 2028)	€ 3,162	€ 574	18%	€ —	€ 572	1.0x	NM	NM	\$ —		n/a	n/a	n/a
CETP IV (Jul 2019 / Jun 2022)	€ 1,350	€ 1,173	87%	€ 788	€ 1,802	2.2x	51%	36%	\$ 99	€	788	9.3x	122%
CETP III (Jul 2014 / Jul 2019)	€ 657	€ 602	92%	€ 1,269	€ 576	3.1x	42%	29%	\$ 47	€	1,294	3.4x	46%
CGP II (Dec 2020 / Jan 2025)	\$ 1,840	\$ 984	53%	\$ 5	\$ 1,058	1.1x	NM	NM	\$ —		n/a	n/a	n/a
CGP (Jan 2015 / Mar 2021)	\$ 3,588	\$ 3,125	87%	\$ 1,410	\$ 2,966	1.4x	7%	5%	\$ 64	\$	1,683	2.1x	17%
CAGP IV (Aug 2008 / Dec 2014)	\$ 1,041	\$ 953	92%	\$ 1,124	\$ 90	1.3x	6%	1%	\$ —	\$	1,122	1.3x	7%
CSABF (Dec 2009 / Dec 2016)	\$ 776	\$ 737	95%	\$ 492	\$ 342	1.1x	2%	Neg	\$ —	\$	624	1.3x	4%
All Other Active Funds & Vehicles(10)		\$ 22,885	n/a	\$ 23,262	\$ 14,958	1.7x	22%	15%	\$ 74	\$	23,557	2.2x	33%
Fully Realized Funds & Vehicles(11)		\$ 24,220	n/a	\$ 60,552	\$ —	2.5x	28%	20%	\$ 3	\$	60,552	2.5x	28%
TOTAL CORPORATE PRIVATE EQUITY(13)		\$ 141,443	n/a	\$ 183,038	\$ 83,166	1.9x	25%	18%	\$ 2,280	\$	186,896	2.4x	27%
Real Estate													
CRP IX (Oct 2021 / Oct 2026)	\$ 7,987	\$ 2,082	26%	\$ —	\$ 2,119	1.0x	NM	NM	\$ —		n/a	n/a	n/a
CRP VIII (Aug 2017 / Oct 2021)	\$ 5,505	\$ 5,050	92%	\$ 4,118	\$ 4,509	1.7x	45%	28%	\$ 173	\$	4,164	2.1x	55%
CRP VII (Jun 2014 / Dec 2017)	\$ 4,162	\$ 3,819	92%	\$ 4,902	\$ 1,543	1.7x	18%	12%	\$ 70	\$	4,873	1.8x	22%
CRP VI (Mar 2011 / Jun 2014)	\$ 2,340	\$ 2,164	92%	\$ 3,789	\$ 143	1.8x	27%	18%	\$ 5	\$	3,709	1.9x	29%
CPI (May 2016 / n/a)	\$ 7,987	\$ 6,992	88%	\$ 2,185	\$ 7,334	1.4x	18%	17%	n/a*	\$	1,343	1.7x	9%
All Other Active Funds & Vehicles(14)		\$ 8,840	n/a	\$ 10,979	\$ 2,839	1.6x	10%	7%	\$ 21	\$	10,611	1.6x	11%
Fully Realized Funds & Vehicles(15)		\$ 6,912	n/a	\$ 9,738	\$ 5	1.4x	10%	6%	\$ —	\$	9,743	1.4x	11%
TOTAL REAL ESTATE(13)		\$ 35,860	n/a	\$ 35,712	\$ 18,493	1.5x	13%	9%	\$ 270	\$	34,443	1.7x	13%
Infrastructure & Natural Resources													
CIEP II (Apr 2019 / Apr 2025)	\$ 2,286	\$ 1,008	44%	\$ 608	\$ 934	1.5x	37%	16%	\$ 30	\$	589	2.5x	NM**
CIEP I (Sep 2013 / Jun 2019)	\$ 2,500	\$ 2,378	95%	\$ 1,865	\$ 2,538	1.9x	17%	10%	\$ 158	\$	2,690	2.6x	25%
CPP II (Sep 2014 / Apr 2021)	\$ 1,527	\$ 1,542	101%	\$ 842	\$ 1,956	1.8x	17%	11%	\$ 105	\$	509	2.5x	22%
CGIOF (Dec 2018 / Sep 2023)	\$ 2,201	\$ 1,769	80%	\$ 296	\$ 2,114	1.4x	24%	11%	\$ 43	\$	251	1.4x	15%
NGP XII (Jul 2017 / Jul 2022)	\$ 4,304	\$ 2,857	66%	\$ 1,707	\$ 3,708	1.9x	21%	15%	\$ 191	\$	1,283	3.1x	41%
NGP XI (Oct 2014 / Jul 2017)	\$ 5,325	\$ 4,979	93%	\$ 4,632	\$ 4,840	1.9x	15%	11%	\$ 342	\$	5,994	2.2x	29%
NGP X (Jan 2012 / Dec 2014)	\$ 3,586	\$ 3,351	93%	\$ 3,306	\$ 389	1.1x	3%	Neg	\$ —	\$	3,140	1.2x	5%
All Other Active Funds & Vehicles(17)		\$ 4,703	n/a	\$ 2,664	\$ 4,198	1.5x	15%	12%	\$ 26	\$	3,092	2.3x	25%
Fully Realized Funds & Vehicles(18)		\$ 1,190	n/a	\$ 1,435	\$ 1	1.2x	3%	1%	\$ —	\$	1,436	1.2x	3%
TOTAL INFRASTRUCTURE & NATURAL RESOURCES(13)		\$ 23,778	n/a	\$ 17,356	\$ 20,677	1.6x	12%	8%	\$ 894	\$	18,984	1.9x	15%
Legacy Energy Funds(16)		\$ 16,741	n/a	\$ 23,983	\$ 60	1.4x	12%	6%	\$ (1)	\$	23,576	1.5x	14%

**Net accrued fee related performance revenues for CPI of \$45 million are excluded from Net Accrued Performance Revenues. These amounts will be reflected as fee related performance revenues when realized, and included in Fund level fee revenues in our segment results.*

***The IRR is in calculable, which occurs in instances when a distribution occurs prior to a Limited Partner capital contribution due to the use of fund-level credit facilities.*

- (1) Represents the original cost of investments since inception of the fund.
- (2) Represents all realized proceeds since inception of the fund.
- (3) Represents remaining fair value, before management fees, expenses and carried interest, and may include remaining escrow values for realized investments.
- (4) Multiple of invested capital (“MOIC”) represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.
- (5) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total amount of proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital, represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to those of other companies that use similarly titled measures.
- (6) Gross Internal Rate of Return (“Gross IRR”) represents an annualized time-weighted return on Limited Partner invested capital, based on contributions, distributions and unrealized fair value as of the reporting date, before the impact of management fees, partnership expenses and carried interest. For fund vintages 2017 and after, Gross IRR includes the impact of interest expense related to the funding of investments on fund lines of credit. Gross IRR is calculated based on the timing of Limited Partner cash flows, which may differ to varying degrees from the timing of actual investment cash flows for the fund. Subtotal Gross IRR aggregations for multiple funds are calculated based on actual cash flow dates for each fund and represent a theoretical time-weighted return for a Limited Partner who invested sequentially in each fund.
- (7) Net Internal Rate of Return (“Net IRR”) represents an annualized time-weighted return on Limited Partner invested capital, based on contributions, distributions and unrealized fair value as of the reporting date, after the impact of all management fees, partnership expenses and carried interest, including current accruals. Net IRR is calculated based on the timing of Limited Partner cash flows, which may differ to varying degrees from the timing of actual investment cash flows for the fund. Fund level IRRs are based on aggregate Limited Partner cash flows, and this blended return may differ from that of individual Limited Partners. As a result, certain funds may generate accrued performance revenues with a blended Net IRR that is below the preferred return hurdle for that fund. Subtotal Net IRR aggregations for multiple funds are calculated based on actual cash flow dates for each fund and represent a theoretical time-weighted return for a Limited Partner who invested sequentially in each fund.
- (8) Represents the net accrued performance revenue balance/(giveback obligation) as of the current quarter end.
- (9) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest.
- (10) Aggregate includes the following funds, as well as all active co-investments, separately managed accounts (SMAs), and stand-alone investments arranged by us: MENA, CCI, CSSAF I, CPF I, CAP Growth I, CAP Growth II, CBPF II, CEP II, ABV 8 and ACCD 2.
- (11) Aggregate includes the following funds, as well as related co-investments, separately managed accounts (SMAs), and certain other stand-alone investments arranged by us: CP I, CP II, CP III, CP IV, CEP I, CAP I, CAP II, CBPF I, CJP I, CJP II, CMG, CVP I, CVP II, CUSGF III, CGFSP I, CEVP I, CETP I, CETP II, CAVP I, CAVP II, CAGP III and Mexico.
- (12) For funds marked “NM,” IRR may be positive or negative, but is not considered meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR is considered meaningful but is negative as of reporting period end.
- (13) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the reporting period spot rate.

- (14) Aggregate includes the following funds, as well as all active co-investments, separately managed accounts (SMAs), and stand-alone investments arranged by us: CCR, CER I, CER II, CEREP III and CRP V.
- (15) Aggregate includes the following funds, as well as related co-investments, separately managed accounts (SMAs), and certain other stand-alone investments arranged by us: CRP I, CRP II, CRP III, CRP IV, CRCP I, CAREP I, CAREP II, CEREP I, and CEREP II.
- (16) Aggregate includes the following Legacy Energy funds and related co-investments: Energy I, Energy II, Energy III, Energy IV, Renew I, and Renew II.
- (17) Aggregate includes the following funds, as well as all active co-investments, separately managed accounts (SMAs), and stand-alone investments arranged by us: NGP GAP, NGP RP I, NGP RP II, NGP ETP IV, CPOCP, CRSEF and CRSEF II.
- (18) Aggregate includes the following funds, as well as related co-investments, separately managed accounts (SMAs), and certain other stand-alone investments arranged by us: CIP.
- (19) The fund stepdown date represents the contractual stepdown date under the respective fund agreements for funds on which the fee basis stepdown has not yet occurred. Funds without a listed Fee Initiation Date and Stepdown Date have not yet initiated fees.
- (20) All amounts shown represent total capital commitments as of March 31, 2023. Certain of our recent vintage funds are currently in fundraising and total capital commitments are subject to change.

Global Credit

The following table presents our results of operations for our Global Credit segment:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Segment Revenues		
Fund level fee revenues		
Fund management fees	\$ 122.6	\$ 93.7
Portfolio advisory and transaction fees, net and other	11.0	10.1
Fee related performance revenues	18.4	13.9
Total fund level fee revenues	152.0	117.7
Realized performance revenues	27.7	13.7
Realized principal investment income	9.0	10.3
Interest income	7.2	1.5
Total revenues	195.9	143.2
Segment Expenses		
Compensation and benefits		
Cash-based compensation and benefits	80.4	67.2
Realized performance revenues related compensation	12.7	6.7
Total compensation and benefits	93.1	73.9
General, administrative, and other indirect expenses	21.7	23.5
Depreciation and amortization expense	2.0	2.0
Interest expense	10.2	8.2
Total expenses	127.0	107.6
(=) Distributable Earnings	\$ 68.9	\$ 35.6
(-) Realized Net Performance Revenues	15.0	7.0
(-) Realized Principal Investment Income	9.0	10.3
(+) Net Interest	3.0	6.7
(=) Fee Related Earnings	\$ 47.9	\$ 25.0

Three Months Ended March 31, 2023 Compared to Three Months Ended March 31, 2022

Distributable Earnings

Distributable Earnings increased \$33.3 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in Distributable Earnings for the three months ended March 31, 2023:

	Three Months Ended March 31,	
	(Dollars in millions)	
Distributable Earnings, March 31, 2022	\$	35.6
Increases (decreases):		
Increase in fee related earnings		22.9
Increase in realized net performance revenues		8.0
Decrease in realized principal investment income		(1.3)
Decrease in net interest		3.7
Total increase		33.3
Distributable Earnings, March 31, 2023	\$	68.9

Realized Net Performance Revenues. Realized net performance revenues increased \$8.0 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to realized net performance revenues generated by CSP II during the three months ended March 31, 2023, and the impact of a \$5.7 million net giveback realization for CSP III on the three months ended March 31, 2022, partially offset by a decrease in realized net performance revenues generated by CCOF I.

Realized Principal Investment Income. Realized principal investment income decreased \$1.3 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily driven by lower realized principal investment income from our U.S. and Europe CLOs, partially offset by higher realized principal investment income from CCOF I, CCOF II and our business development companies.

Fee Related Earnings

Fee Related Earnings increased \$22.9 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in Fee Related Earnings for the three months ended March 31, 2023:

	Three Months Ended March 31,	
	(Dollars in millions)	
Fee Related Earnings, March 31, 2022	\$	25.0
Increases (decreases):		
Increase in fee revenues		34.3
Increase in cash-based compensation and benefits		(13.2)
Decrease in general, administrative and other indirect expenses		1.8
Total increase		22.9
Fee Related Earnings, March 31, 2023	\$	47.9

Fee Revenues. Fee revenues increased \$34.3 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, due to the following:

	Three Months Ended March 31, 2023 v. 2022	
	(Dollars in millions)	
Higher fund management fees	\$	28.9
Higher portfolio advisory and transaction fees, net and other		0.9
Higher fee related performance revenues		4.5
Total increase in fee revenues	\$	34.3

The increase in fund management fees for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 was primarily driven by management fees on the CBAM portfolio, the impact of U.S. CLO issuances in 2022 as well as investment activity at CCOF II, which charges fees based on invested capital.

The increase in fee related performance revenues for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 was due to higher fee related performance revenues from our Interval Fund and business development companies.

The weighted average management fee rate on our carry funds decreased from 1.14% at March 31, 2022 to 1.02% at March 31, 2023. The rate decrease was primarily due to investment activity in funds on which management fees are based on invested capital and have a lower fee rate, including separately managed accounts.

Cash-based compensation and benefits expense. Cash-based compensation and benefits expense increased \$13.2 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to increased headcount, as well as a \$2.0 million increase in compensation associated with fee related performance revenues (approximately 45% of fee related performance revenues are paid as cash-based compensation).

General, administrative and other indirect expenses. General, administrative and other indirect expenses decreased \$1.8 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to lower professional fees, fund organizational costs and external costs associated with fundraising activities, partially offset by higher technology and travel costs.

Fee-earning AUM as of and for the Three Months Ended March 31, 2023 and 2022

Fee-earning AUM is presented below for each period together with the components of change during each respective period.

	As of March 31,	
	2023	2022
	(Dollars in millions)	
Global Credit		
Components of Fee-earning AUM⁽¹⁾		
Fee-earning AUM based on capital commitments	\$ 6,100	\$ 3,058
Fee-earning AUM based on invested capital	14,263	10,697
Fee-earning AUM based on collateral balances, at par	46,268	43,406
Fee-earning AUM based on net asset value	1,960	1,106
Fee-earning AUM based on fair value and other ⁽²⁾	56,709	8,983
Total Fee-earning AUM	\$ 125,300	\$ 67,250
Weighted Average Management Fee Rates⁽³⁾		
Global Credit Carry Funds	1.02 %	1.14 %

(1) For additional information concerning the components of Fee-earning AUM, see “—Fee-earning Assets under Management.”

(2) Includes the fair value of Fortitude’s general account assets covered by the strategic advisory services agreement and funds with fees based on gross asset value.

(3) Represents the aggregate effective management fee rate for carry funds, weighted by each fund’s Fee-earning AUM, as of the end of each period presented. As of March 31, 2023 and 2022, carry funds represented 13% and 18% of Global Credit Fee-earning AUM, respectively. Management fees for CLOs are based on the total par amount of the assets (collateral)

and principal balance of the notes in the fund and are not calculated as a percentage of equity and are therefore not included. Fees related to Fortitude's strategic advisory services agreement are based on Fortitude's invested general account assets and are excluded.

The table below provides the period to period rollforward of Fee-earning AUM.

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Global Credit		
Fee-earning AUM Rollforward		
Balance, Beginning of Period	\$ 121,229	\$ 51,718
Inflows ⁽¹⁾	1,233	17,324
Outflows (including realizations) ⁽²⁾	(670)	(1,533)
Market Activity & Other ⁽³⁾	3,347	4
Foreign Exchange ⁽⁴⁾	161	(263)
Balance, End of Period	\$ 125,300	\$ 67,250

- (1) Inflows represents limited partner capital raised by our carry funds or separately managed accounts for which management fees based on commitments were activated during the period, the fee-earning commitments invested in vehicles for which management fees are based on invested capital, the fee-earning collateral balance of new CLO issuances, as well as gross subscriptions in our vehicles for which management fees are based on net asset value. Inflows exclude fundraising amounts during the period for which fees have not yet been activated, which are referenced as Pending Fee-earning AUM. Inflows for the three months ended March 31, 2022 include \$14 billion of Fee-earning AUM acquired in the CBAM transaction in March 2022.
- (2) Outflows represents the impact of realizations from vehicles with management fees based on remaining invested capital at cost or fair value, changes in basis for funds where the investment period, weighted-average investment period or commitment fee period has expired during the period, reductions for funds that are no longer calling for fees, gross redemptions in our open-ended funds, and runoff of CLO collateral balances. Realizations for funds earning management fees based on commitments during the period do not affect Fee-earning AUM.
- (3) Market Activity & Other represents realized and unrealized gains (losses) on portfolio investments in funds or vehicles based on the lower of cost or fair value or net asset value, activity of funds with fees based on gross asset value, and changes in the fair value of Fortitude's general account assets covered by the strategic advisory services agreement.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Fee-earning AUM was \$125.3 billion at March 31, 2023, an increase of \$4.1 billion, or approximately 3%, compared to \$121.2 billion at December 31, 2022. This increase was driven by market and other activity of \$3.3 billion primarily from an increase in the fair value of Fortitude's general account assets covered by the strategic advisory services agreement, as well as inflows of \$1.2 billion including investments in our Opportunistic Credit funds, CTAC, and other funds that charge fees on invested capital. Partially offsetting these increases were outflows of \$0.7 billion including runoff of CLO collateral balances and realizations in other funds with fees tied to invested capital. Investment and distribution activity has no impact for funds still in the original investment period where Fee-earning AUM is based on commitments.

Fee-earning AUM was \$125.3 billion at March 31, 2023, an increase of \$58.0 billion, or approximately 86%, compared to \$67.3 billion at March 31, 2022. This increase was driven by inflows of \$62.0 billion including Fee-earning AUM related to the strategic advisory services agreement signed with Fortitude and investments in our Opportunistic Credit funds, CTAC, and other funds that charge fees on invested capital. Minimally offsetting the increase were outflows of \$6.0 billion including runoff of CLO collateral balances and realizations in other funds with fees tied to invested capital.

Total AUM as of and for the Three Months Ended March 31, 2023.

The table below provides the period to period rollforward of Total AUM.

	Three Months Ended March 31, 2023
	(Dollars in millions)
Global Credit	
Total AUM Rollforward	
Balance, Beginning of Period	\$ 146,302
Inflows ⁽¹⁾	1,917
Outflows (including realizations) ⁽²⁾	(2,405)
Market Activity & Other ⁽³⁾	4,050
Foreign Exchange ⁽⁴⁾	171
Balance, End of Period	\$ 150,035

- (1) Inflows reflects the impact of gross fundraising during the period. For funds or vehicles denominated in foreign currencies, this reflects translation at the average quarterly rate, while the separately reported Fundraising metric is translated at the spot rate for each individual closing.
- (2) Outflows includes distributions net of callable or recyclable amounts in our carry funds, related co-investment vehicles, and separately managed accounts, gross redemptions in our open-end funds, runoff of CLO collateral balances, and the expiration of available capital.
- (3) Market Activity & Other generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds, related co-investment vehicles, and separately managed accounts, as well as the impact of fees, expenses and non-investment income, change in gross asset value for our business development companies, changes in the fair value of Fortitude's general account assets covered by the strategic advisory services agreement, and other changes in AUM.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Total AUM was \$150.0 billion at March 31, 2023, an increase of \$3.7 billion, or approximately 3%, compared to \$146.3 billion at December 31, 2022. The increase was driven by market and other activity of \$4.1 billion from an increase in the fair value of Fortitude's general account assets invested under the strategic advisory services agreement and 3% appreciation in our Global Credit carry funds, as well as \$1.9 billion of inflows including additional fundraising in CCOF III. These increases were partially offset by \$2.4 billion of outflows including the expiration of dry powder and realizations in various funds across the platform.

Fund Performance Metrics

Fund performance information for certain of our Global Credit funds is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group Inc. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group Inc. 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 reflects the performance of carry funds in our Global Credit business. These tables separately present carry funds that, as of March 31, 2023, had at least \$1.0 billion in capital commitments, cumulative equity invested or total equity value. Please see "— Our Global Investment Offerings" for a legend of the fund acronyms listed below.

(Dollars in millions)

Fund (Fee Initiation Date/Stepdown Date)(11)	Committed Capital(12)	Cumulative Invested Capital (1)	Percent Invested	TOTAL INVESTMENTS						
				Realized Value (2)	Remaining Fair Value (3)	MOIC (4)	Gross IRR (5) (8)	Net IRR (6) (8)	Net Accrued Carry/(Giveback) (7)	
Global Credit Carry Funds										
CCOF III (Feb 2023 / Dec 2027)	\$ 1,843	\$ 180	10%	\$ —	\$ 182	1.0x	NM	NM	\$ —	
CCOF II (Nov 2020 / Oct 2025)	\$ 4,425	\$ 4,524	102%	\$ 447	\$ 4,668	1.1x	15%	10%	\$ 44	
CCOF I (Nov 2017 / Sep 2022)	\$ 2,373	\$ 3,459	146%	\$ 2,716	\$ 1,888	1.3x	18%	13%	\$ 39	
CSP IV (Apr 2016 / Dec 2020)	\$ 2,500	\$ 2,500	100%	\$ 909	\$ 2,353	1.3x	14%	7%	\$ —	
CSP III (Dec 2011 / Aug 2015)	\$ 703	\$ 703	100%	\$ 929	\$ 58	1.4x	19%	9%	\$ —	
CSP II (Dec 2007 / Jun 2011)	\$ 1,352	\$ 1,352	100%	\$ 2,491	\$ 1	1.8x	17%	11%	\$ —	
CEMOF II (Dec 2015 / Jun 2019)	\$ 1,692	\$ 1,713	101%	\$ 1,805	\$ 362	1.3x	7%	3%	\$ —	
SASOF III (Nov 2014 / n/a)	\$ 833	\$ 991	119%	\$ 1,193	\$ 100	1.3x	19%	11%	\$ 12	
All Other Active Funds & Vehicles(9)	\$ 8,370	\$ 8,370	n/a	\$ 1,616	\$ 6,584	1.0x	NM	NM	\$ 10	
Fully Realized Funds & Vehicles(10)	\$ 5,230	\$ 5,230	n/a	\$ 5,642	\$ 1	1.1x	3%	Neg	\$ —	
TOTAL GLOBAL CREDIT CARRY FUNDS	\$ 29,022	\$ 29,022	n/a	\$ 17,749	\$ 16,197	1.2x	10%	4%	\$ 105	

- (1) Represents the original cost of investments since the inception of the fund. For CSP II, CSP III, and CSP IV, reflects amounts net of investment level recallable proceeds which is adjusted to reflect recyclability of invested capital for the purpose of calculating the fund MOIC.
- (2) Represents all realized proceeds since inception of the fund.
- (3) Represents remaining fair value, before management fees, expenses and carried interest, and may include remaining escrow values for realized investments.
- (4) Multiple of invested capital (“MOIC”) represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.
- (5) Gross Internal Rate of Return (“Gross IRR”) represents an annualized time-weighted return on Limited Partner invested capital, based on contributions, distributions and unrealized fair value as of the reporting date, before the impact of management fees, partnership expenses and carried interest. For fund vintages 2017 and after, Gross IRR includes the impact of interest expense related to the funding of investments on fund lines of credit. Gross IRR is calculated based on the timing of Limited Partner cash flows, which may differ to varying degrees from the timing of actual investment cash flows for the fund. Subtotal Gross IRR aggregations for multiple funds are calculated based on actual cash flow dates for each fund and represent a theoretical time-weighted return for a Limited Partner who invested sequentially in each fund.
- (6) Net Internal Rate of Return (“Net IRR”) represents an annualized time-weighted return on Limited Partner invested capital, based on contributions, distributions and unrealized fair value as of the reporting date, after the impact of all management fees, partnership expenses and carried interest, including current accruals. Net IRR is calculated based on the timing of Limited Partner cash flows, which may differ to varying degrees from the timing of actual investment cash flows for the fund. Fund level IRRs are based on aggregate Limited Partner cash flows, and this blended return may differ from that of individual Limited Partners. As a result, certain funds may generate accrued performance revenues with a blended Net IRR that is below the preferred return hurdle for that fund. Subtotal Net IRR aggregations for multiple funds are calculated based on actual cash flow dates for each fund and represent a theoretical time-weighted return for a Limited Partner who invested sequentially in each fund.
- (7) Represents the net accrued performance revenue balance/(giveback obligation) as of the current quarter end.
- (8) For funds marked “NM,” IRR may be positive or negative, but is not considered meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR is considered meaningful but is negative as of reporting period end.
- (9) Aggregate includes the following funds, as well as all active co-investments, separately managed accounts (SMAs), and stand-alone investments arranged by us: SASOF IV, SASOF V, CALF, and CICF.
- (10) Aggregate includes the following funds, as well as related co-investments, separately managed accounts (SMAs), and certain other stand-alone investments arranged by us: CSP I, CEMOF I, CSC, CMP I, CMP II, SASOF II, and CASCOF.
- (11) The fund stepdown date represents the contractual stepdown date under the respective fund agreements for funds on which the fee basis stepdown has not yet occurred. Funds without a listed Fee Initiation Date and Stepdown Date have not yet initiated fees.
- (12) All amounts shown represent total capital commitments as of March 31, 2023. Certain of our recent vintage funds are currently in fundraising and total capital commitments are subject to change. Committed Capital for CEMOF II reflects

original committed capital of \$2.8 billion, less \$1.1 billion in commitments that were extinguished following a Key Person Event. Committed capital for CCOF II excludes \$150 million in capital committed by a CCOF II investor to a side vehicle.

Global Investment Solutions

The following table presents our results of operations for our Global Investment Solutions segment:

	Three Months Ended March 31,	
	2023	2022
(Dollars in millions)		
Segment Revenues		
Fund level fee revenues		
Fund management fees	\$ 56.7	\$ 56.3
Fee related performance revenues	0.8	—
Total fund level fee revenues	57.5	56.3
Realized performance revenues	38.4	22.7
Realized principal investment income	2.9	1.8
Interest income	1.3	0.1
Total revenues	100.1	80.9
Segment Expenses		
Compensation and benefits		
Cash-based compensation and benefits	31.5	25.6
Realized performance revenues related compensation	36.6	20.9
Total compensation and benefits	68.1	46.5
General, administrative, and other indirect expenses	8.7	7.3
Depreciation and amortization expense	1.2	1.2
Interest expense	2.2	2.8
Total expenses	80.2	57.8
(=) Distributable Earnings	\$ 19.9	\$ 23.1
(-) Realized Net Performance Revenues	1.8	1.8
(-) Realized Principal Investment Income	2.9	1.8
(+) Net Interest	0.9	2.7
(=) Fee Related Earnings	\$ 16.1	\$ 22.2

Three Months Ended March 31, 2023 Compared to Three Months Ended March 31, 2022

Distributable Earnings

Distributable Earnings decreased \$3.2 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in Distributable Earnings for the three months ended March 31, 2023:

	Three Months Ended March 31,
	(Dollars in millions)
Distributable Earnings, March 31, 2022	\$ 23.1
Increases (decreases):	
Decrease in fee related earnings	(6.1)
Increase in realized principal investment income	1.1
Decrease in net interest	1.8
Total decrease	(3.2)
Distributable Earnings, March 31, 2023	<u>\$ 19.9</u>

Realized Net Performance Revenues. Global Investment Solutions had realized performance revenues of \$38.4 million during the three months ended March 31, 2023. However, most of these realizations are from AlpInvest fund vehicles in which we generally do not retain any carried interest, therefore our net realized performance revenues were \$1.8 million during the three months ended March 31, 2023.

Realized Principal Investment Income. Realized principal investment income increased \$1.1 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to higher realized gains on investments in our secondary funds.

Fee Related Earnings

Fee Related Earnings decreased \$6.1 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022. The following table provides the components of the changes in Fee Related Earnings for the three months ended March 31, 2023:

	Three Months Ended March 31,
	(Dollars in millions)
Fee Related Earnings, March 31, 2022	\$ 22.2
Increases (decreases):	
Increase in fee revenues	1.2
Increase in cash-based compensation and benefits	(5.9)
Increase in general, administrative and other indirect expenses	(1.4)
Total decrease	(6.1)
Fee Related Earnings, March 31, 2023	<u>\$ 16.1</u>

Fee Revenues. Total fee revenues increased \$1.2 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 primarily due to fee related performance revenues from CAPM, a newly-launched open-end retail-oriented product, partially offset by the negative impact of foreign currency translation on management fees denominated in Euro.

Cash-based compensation and benefits expense. Cash-based compensation and benefits expense increased \$5.9 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022 primarily due to an increase in headcount.

General, administrative and other indirect expenses. General, administrative and other indirect expenses increased \$1.4 million for the three months ended March 31, 2023 as compared to the three months ended March 31, 2022, primarily due to higher technology costs and external costs associated with fundraising activities.

Fee-earning AUM as of and for the Three Months Ended March 31, 2023 and 2022

Fee-earning AUM is presented below for each period together with the components of change during each respective period.

	As of March 31,	
	2023	2022
Global Investment Solutions		
Components of Fee-earning AUM⁽¹⁾		
Fee-earning AUM based on capital commitments	\$ 19,991	\$ 18,746
Fee-earning AUM based on invested capital ⁽²⁾	4,966	4,611
Fee-earning AUM based on net asset value	4,110	3,718
Fee-earning AUM based on lower of cost or fair market value	9,178	10,070
Total Fee-earning AUM	\$ 38,245	\$ 37,145

(1) For additional information concerning the components of Fee-earning AUM, see “—Fee-earning Assets under Management.”

(2) Includes amounts committed to or reserved for certain AlpInvest funds

The table below provides the period to period rollforward of Fee-earning AUM.

	Three Months Ended March 31,	
	2023	2022
Global Investment Solutions		
Fee-earning AUM Rollforward		
Balance, Beginning of Period	\$ 37,547	\$ 37,449
Inflows ⁽¹⁾	1,144	1,302
Outflows (including realizations) ⁽²⁾	(591)	(992)
Market Activity & Other ⁽³⁾	(174)	144
Foreign Exchange ⁽⁴⁾	335	(758)
Balance, End of Period	\$ 38,261	\$ 37,145

(1) Inflows represents limited partner capital raised by our carry funds or separately managed accounts for which management fees based on commitments were activated during the period and the fee-earning commitments invested in vehicles for which management fees are based on invested capital. Inflows exclude fundraising amounts during the period for which fees have not yet been activated, which are referenced as Pending Fee-earning AUM.

(2) Outflows represents the impact of realizations from vehicles with management fees based on remaining invested capital at cost or fair value, changes in basis for funds where the investment period, weighted-average investment period or commitment fee period has expired during the period, and reductions for funds that are no longer calling for fees. Distributions for funds earning management fees based on commitments during the period do not affect Fee-earning AUM.

(3) Market Activity & Other represents realized and unrealized gains (losses) on portfolio investments in our carry funds based on the lower of cost or fair value and net asset value. During three months ended March 31, 2023, this included the positive impact of foreign exchange resulting from the translation of our USD investments within our EUR-denominated AlpInvest funds.

(4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Fee-earning AUM was \$38.3 billion at March 31, 2023, an increase of \$0.8 billion, or approximately 2%, compared to \$37.5 billion at December 31, 2022. The increase was driven by inflows of \$1.1 billion primarily from new fee-paying commitments raised and investment activity in our AlpInvest vehicles that charge fees on invested capital, as well as \$0.3 billion in positive foreign exchange activity from the translation of our EUR-denominated Fee-Earning AUM to USD. These increases were partially offset by outflows of \$0.6 billion from realizations in our AlpInvest carry funds that charge fees on invested capital and portfolio depreciation of \$0.2 billion in funds that charge fees on fair value. Distributions from funds still in

the commitment or weighted-average investment period do not impact Fee-earning AUM as these funds are based on commitments and not invested capital. Increases in fair value have an impact on Fee-earning AUM for Global Investment Solutions as fully committed funds are based on the lower of cost or fair value of the underlying investments.

Fee-earning AUM was \$38.3 billion at March 31, 2023, an increase of \$1.2 billion, or approximately 3%, compared to \$37.1 billion at March 31, 2022. The increase was driven by inflows of \$4.3 billion primarily from new fee-paying commitments raised and investment activity in our AlpInvest vehicles that charge fees on invested capital. This increase was partially offset by outflows of \$2.9 billion from realizations in our AlpInvest carry funds that charge fees on invested capital and fee basis step-downs for products formerly in the investment period.

The table below provides the period to period rollforward of Total AUM.

	Three Months Ended March 31, 2023	
	(Dollars in millions)	
Global Investment Solutions		
Total AUM Rollforward		
Balance, Beginning of Period	\$	63,291
Inflows ⁽¹⁾		1,558
Outflows (including realizations) ⁽²⁾		(1,128)
Market Activity & Other ⁽³⁾		2,319
Foreign Exchange ⁽⁴⁾		742
Balance, End of Period	\$	66,782

- (1) Inflows reflects the impact of gross fundraising during the period. For funds or vehicles denominated in foreign currencies, this reflects translation at the average quarterly rate, while the separately reported Fundraising metric is translated at the spot rate for each individual closing.
- (2) Outflows includes distributions in our carry funds, related co-investment vehicles and separately managed accounts, as well as the expiration of available capital.
- (3) Market Activity & Other generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds, related co-investment vehicles and separately managed accounts, the net impact of fees, expenses and non-investment income, as well as other changes in AUM.
- (4) Foreign Exchange represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Total AUM was \$66.8 billion at March 31, 2023, an increase of \$3.5 billion, or approximately 6%, compared to \$63.3 billion at December 31, 2022. The increase was driven by \$2.3 billion of market appreciation, inflows of \$1.6 billion related to fundraising, and positive foreign exchange activity of \$0.7 billion from the translation of our EUR-denominated AUM to USD. These increases were partially offset by outflows of \$1.1 billion from distributions in our carry funds.

Fund Performance Metrics

Fund performance information for our Global Investment Solutions funds that have at least \$1.0 billion in capital commitments, cumulative equity invested or total value as of March 31, 2023, which we refer to as our “significant funds” is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. We also present fund performance information for portfolios of investments held by separately managed accounts, generally aggregated either as invested alongside the relevant commingled fund or over a specified time period. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group Inc. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group Inc. 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 reflect the performance of our significant funds in our Global Investment Solutions business.

(Amounts in millions)

		TOTAL INVESTMENTS										
		As of March 31, 2023										
Global Investment Solutions (1)(8)	Vintage Year	Fund Size	Cumulative Invested Capital (2)(3)	Realized Value (3)	Remaining Fair Value	Total Fair Value(3)(4)	MOIC (5)	Gross IRR (6) (10)	Net IRR (7)(10)	Net Accrued Carry/(Giveback) (12)		
(Reported in Local Currency, in Millions)												
Secondaries and Portfolio Finance	ASF VII	2020	\$ 6,769	\$ 3,475	\$ 690	\$ 4,207	\$ 4,897	1.4x	32%	23%	\$	57
	ASF VII - SMAs	2020	€ 2,006	€ 1,184	€ 258	€ 1,421	€ 1,679	1.4x	31%	26%	\$	22
	ASF VI	2017	\$ 3,333	\$ 3,039	\$ 2,630	\$ 2,213	\$ 4,843	1.6x	20%	16%	\$	60
	ASF VI - SMAs	2017	€ 2,817	€ 2,617	€ 1,620	€ 2,652	€ 4,272	1.6x	18%	17%	\$	46
	ASF V	2012	\$ 756	\$ 651	\$ 956	\$ 232	\$ 1,188	1.8x	19%	15%	\$	9
	ASF V - SMAs	2012	€ 3,916	€ 4,088	€ 6,675	€ 995	€ 7,671	1.9x	21%	20%	\$	18
	SMAs 2009-2011	2010	€ 1,859	€ 2,021	€ 3,426	€ 71	€ 3,496	1.7x	19%	18%	\$	—
	All Other Active Funds & Vehicles (9)	Various	\$	\$ 818	\$ 481	\$ 599	\$ 1,080	1.3x	22%	20%	\$	6
	Fully Realized Funds & Vehicles	Various	€	€ 4,283	€ 7,014	€ 42	€ 7,056	1.6x	19%	18%	\$	—
Co-Investments	ACF VIII	2021	\$ 3,614	\$ 2,329	\$ 31	\$ 2,662	\$ 2,694	1.2x	14%	10%	\$	9
	ACF VIII - SMAs	2021	\$ 1,060	\$ 611	\$ 16	\$ 704	\$ 720	1.2x	16%	13%	\$	3
	ACF VII	2017	\$ 1,688	\$ 1,610	\$ 664	\$ 2,271	\$ 2,935	1.8x	19%	16%	\$	47
	ACF VII - SMAs	2017	€ 1,452	€ 1,415	€ 470	€ 1,933	€ 2,402	1.7x	19%	16%	\$	40
	SMAs 2014-2016	2014	€ 1,274	€ 1,123	€ 2,105	€ 819	€ 2,923	2.6x	26%	24%	\$	14
	SMAs 2012-2013	2012	€ 1,124	€ 1,075	€ 2,642	€ 498	€ 3,141	2.9x	28%	26%	\$	4
	SMAs 2009-2010	2010	€ 1,475	€ 1,395	€ 3,537	€ 547	€ 4,084	2.9x	23%	22%	\$	—
	Strategic SMAs	Various	\$	\$ 3,161	\$ 901	\$ 4,204	\$ 5,105	1.6x	22%	20%	\$	49
	All Other Active Funds & Vehicles (9)	Various	€	€ 396	€ 582	€ 54	€ 636	1.6x	16%	14%	\$	2
Fully Realized Funds & Vehicles	Various	€	€ 5,767	€ 9,915	€ 1	€ 9,916	1.7x	14%	12%	\$	—	
Primary Investments	SMAs 2021-2023	2021	€ 3,949	€ 367	€ 4	€ 383	€ 387	1.1x	NM	NM	\$	—
	SMAs 2018-2020	2018	\$ 3,101	\$ 1,682	\$ 208	\$ 2,057	\$ 2,265	1.3x	20%	19%	\$	1
	SMAs 2015-2017	2015	€ 2,501	€ 2,329	€ 1,734	€ 2,760	€ 4,494	1.9x	24%	23%	\$	9
	SMAs 2012-2014	2012	€ 5,080	€ 5,887	€ 7,865	€ 5,088	€ 12,953	2.2x	19%	19%	\$	19
	SMAs 2009-2011	2009	€ 4,877	€ 5,754	€ 9,661	€ 2,700	€ 12,360	2.1x	18%	17%	\$	1
	SMAs 2006-2008	2005	€ 11,500	€ 13,551	€ 21,751	€ 1,732	€ 23,483	1.7x	10%	10%	\$	—
	SMAs 2003-2005	2003	€ 4,628	€ 5,115	€ 8,052	€ 244	€ 8,295	1.6x	10%	9%	\$	—
	All Other Active Funds & Vehicles (9)	Various	€	€ 1,832	€ 1,718	€ 393	€ 2,111	1.2x	3%	3%	\$	—
Fully Realized Funds & Vehicles	Various	€	€ 5,005	€ 8,136	€ 48	€ 8,184	1.6x	12%	11%	\$	—	
TOTAL GLOBAL INVESTMENT SOLUTIONS (USD)(11)			\$ 88,248	\$ 112,190	\$ 43,475	\$ 155,664	1.8x	14%	13%	\$	419	

- Includes private equity and mezzanine primary fund investments, secondary fund investments and co-investments originated by AlpInvest. Excluded from the performance information shown are: (a) investments that were not originated by AlpInvest (i.e., AlpInvest did not make the original investment decision or recommendation); (b) Direct Investments, which was spun off from AlpInvest in 2005; (c) Carlyle AlpInvest Private Markets Fund; and (d) LP co-investment vehicles managed by AlpInvest. As of March 31, 2023, these excluded portfolios amounted to approximately \$3.7 billion of AUM in the aggregate.
- Represents the original cost of investments since inception of the fund.
- To exclude the impact of FX, all foreign currency cash flows have been converted to the currency representing a majority of the capital committed to the relevant fund at the reporting period spot rate.
- Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest.
- Multiple of invested capital (“MOIC”) represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.
- Gross Internal Rate of Return (“Gross IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on investment contributions, distributions and unrealized value of the underlying investments, before management fees, expenses and carried interest at the AlpInvest level.
- Net Internal Rate of Return (“Net IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on investment contributions, distributions and unrealized value of the underlying investments, after management fees, expenses and carried interest. Fund level IRRs are based on aggregate Limited Partner cash flows, and this blended return may differ from that of individual Limited Partners. As a result, certain funds may generate accrued performance revenues with a blended Net IRR that is below the preferred return hurdle for that fund.

- (8) “ASF” stands for AlpInvest Secondaries Fund, “ACF” stands for AlpInvest Co-Investment Fund, and “SMAs” are Separately Managed Accounts. “ASF - SMAs” and “ACF - SMAs” reflect the aggregated portfolios of investments held by SMAs within the relevant strategy, which invest alongside the relevant ASF or ACF (as applicable). Strategic SMAs reflect the aggregated portfolios of co-investments made by SMAs sourced from the SMA investor’s own private equity fund investment portfolio. Other SMAs reflect the aggregated portfolios of investments within the relevant strategy that began making investments in the corresponding time periods. Co-Investments SMAs 2014-2016 does not include two SMAs that started in 2016 but invested a substantial majority alongside ACF VII. These two SMAs have instead been grouped with ACF VII - SMAs. An SMA may pursue multiple investment strategies and make commitments over multiple years.
- (9) Includes AlpInvest Atom Fund, all mezzanine investment portfolios, all ‘clean technology’ private equity investment portfolios, all strategic portfolio finance portfolios, and any state-focused investment mandate portfolios.
- (10) For funds marked “NM,” IRR may be positive or negative, but is not considered meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR is considered meaningful but is negative as of reporting period end.
- (11) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the reporting period spot rate.
- (12) Represents the net accrued performance revenue balance/(giveback obligation) as of the current quarter end. Total Net Accrued Carry excludes approximately \$3.4 million of net accrued carry which was retained as part of the sale of MRE on April 1, 2021.

Liquidity and Capital Resources

Historical Liquidity and Capital Resources

We have historically required limited capital resources to support the working capital and operating needs of our business. Our management fees have largely covered our operating costs and all realized performance allocations, after covering the related compensation, are available for distribution to equity holders. Approximately 95% – 97% of all capital commitments to our funds are provided by our fund investors, with the remaining amount typically funded by Carlyle, our senior Carlyle professionals, advisors and other professionals. We may elect to invest additional amounts in funds focused on new investment areas.

Our Sources of Liquidity

We have multiple sources of liquidity to meet our capital needs, including cash on hand, annual cash flows, accumulated earnings and funds from our senior revolving credit facility, which has \$1.0 billion of available capacity as of March 31, 2023. We believe these sources will be sufficient to fund our capital needs for at least the next twelve months. We believe we will meet longer-term expected future cash requirements and obligations through a combination of existing cash and cash equivalent balances, cash flow from operations, accumulated earnings and amounts available for borrowing from our senior revolving credit facility or other financings.

Cash and cash equivalents. Cash and cash equivalents were approximately \$1.0 billion at March 31, 2023. However, a portion of this cash is allocated for specific business purposes, including, but not limited to, (i) performance allocations and incentive fee related cash that has been received but not yet distributed as performance allocations and incentive fee related compensation and amounts owed to non-controlling interests; (ii) proceeds received from realized investments that are allocable to non-controlling interests; and (iii) regulatory capital.

Corporate Treasury Investments. These investments represent investments in U.S. Treasury and government agency obligations, commercial paper, certificates of deposit, other investment grade securities and other investments with original maturities of greater than three months when purchased. As of March 31, 2023, we had \$102.0 million in corporate treasury investments.

After deducting cash amounts allocated to the specific requirements mentioned above, the remaining cash, cash equivalents, and corporate treasury investments, is approximately \$1.0 billion as of March 31, 2023. This remaining amount will be used towards our primary liquidity needs, as outlined in the next section. This amount does not take into consideration ordinary course of business payables and reserves for specific business purposes.

Senior Revolving Credit Facility. On April 29, 2022, the Company entered into an amendment and restatement of its senior revolving credit facility. The capacity under the revolving credit facility is \$1.0 billion and the facility is scheduled to mature on April 29, 2027. The Company’s borrowing capacity is subject to the ability of the financial institutions in the banking syndicate to fulfill their respective obligations under the revolving credit facility. Principal amounts outstanding under the amended and restated revolving credit facility accrue interest, at the option of the borrowers, either (a) at an alternate base rate

plus an applicable margin not to exceed 0.50% per annum, or (b) at SOFR (or similar benchmark rate for non-U.S. dollar borrowings) plus a 0.10% adjustment and an applicable margin not to exceed 1.50% per annum (5.90% at March 31, 2023). As of March 31, 2023, there was no balance outstanding under the senior revolving credit facility.

The senior revolving credit facility is unsecured. We are required to maintain management fee earning assets (as defined in the amended and restated senior revolving credit facility) of at least \$126.6 billion and a total leverage ratio of less than 4.0 to 1.0, in each case, tested on a quarterly basis. Non-compliance with any of the financial or non-financial covenants without cure or waiver would constitute an event of default under the senior revolving credit facility. An event of default resulting from a breach of certain financial or non-financial covenants may result, at the option of the lenders, in an acceleration of the principal and interest outstanding, and a termination of the senior revolving credit facility. The senior credit facility also contains other customary events of default, including defaults based on events of bankruptcy and insolvency, nonpayment of principal, interest or fees when due, breach of specified covenants, change in control and material inaccuracy of representations and warranties.

Global Credit Revolving Credit Facility. Certain subsidiaries of the Company are parties to a \$250.0 million revolving line of credit, primarily intended to support certain lending activities within the Global Credit segment, which is scheduled to mature in September 2024. The Company's borrowing capacity is subject to the ability of the financial institutions in the banking syndicate to fulfill their respective obligations under the revolving credit facility. Principal amounts outstanding under the facility accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus applicable margin not to exceed 1.00%, or (b) at the Eurocurrency rate plus an applicable margin not to exceed 2.00%. As of March 31, 2023, there was no balance outstanding under the revolving credit facility.

CLO Borrowings. For certain of our CLOs, the Company finances a portion of its investment in the CLOs through the proceeds received from term loans and other financing arrangements with financial institutions or other financing arrangements. The Company's CLO borrowings were \$421.8 million and \$421.7 million at March 31, 2023 and December 31, 2022, respectively. The CLO borrowings are secured by the Company's investments in the respective CLO, have a general unsecured interest in the Carlyle entity that manages the CLO, and generally do not have recourse to any other Carlyle entity. As of March 31, 2023, \$404.4 million of these borrowings are secured by investments attributable to The Carlyle Group Inc. See Note 6 of the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for more information on our CLO borrowings.

Senior Notes. Certain indirect finance subsidiaries of the Company have issued senior notes, on which interest is payable semi-annually, as discussed below. The senior notes are unsecured and unsubordinated obligations of the respective subsidiary and are fully and unconditionally guaranteed, jointly and severally, by the Company and each of the Carlyle Holdings partnerships. The indentures governing each of the senior notes contain customary covenants 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.

3.500% Senior Notes. In September 2019, Carlyle Finance Subsidiary L.L.C. issued \$425.0 million of 3.500% senior notes due September 19, 2029 at 99.841% of par.

5.650% Senior Notes. In September 2018, Carlyle Finance L.L.C. issued \$350.0 million of 5.650% senior notes due September 15, 2048 at 99.914% of par.

5.625% Senior Notes. In March 2013, Carlyle Holdings II Finance L.L.C. issued \$400.0 million of 5.625% senior notes due March 30, 2043 at 99.583% of par. In March 2014, an additional \$200.0 million of these notes were issued at 104.315% of par and are treated as a single class with the already outstanding \$400.0 million aggregate principal amount of these notes.

Subordinated Notes. In May and June 2021, Carlyle Finance L.L.C. issued \$500.0 million aggregate principal amount of 4.625% subordinated notes due May 15, 2061. The subordinated notes are unsecured and subordinated obligations of the issuer and are fully and unconditionally guaranteed, jointly and severally, on a subordinated basis, by the Company, each of the Carlyle Holdings partnerships, and CG Subsidiary Holdings L.L.C., an indirect subsidiary of the Company. The indentures governing the subordinated notes contain customary covenants that, among other things, limit the issuers' and the guarantors' ability, subject to certain exceptions, to incur indebtedness ranking on a parity with the subordinated notes or indebtedness ranking junior to the subordinated notes secured by liens on voting stock or profit participating equity interests of their subsidiaries or merge, consolidate or sell, transfer or lease all or substantially all of their assets. The subordinated 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 on or after June 15, 2026, prior to their stated maturity, at a redemption price equal to their principal amount plus any accrued and unpaid interest to, but excluding, the date of redemption. If interest due on the Subordinated Notes is deemed to no longer be deductible in the U.S., a "Tax Redemption Event," the subordinated notes may be redeemed, in whole, but not in part, within 120 days of the occurrence of such event at a redemption price equal to their principal amount

plus accrued and unpaid interest to, but excluding, the date of redemption. In addition, the subordinated notes may be redeemed, in whole, but not in part, at any time prior to May 15, 2026, within 90 days of the rating agencies determining that the Subordinated Notes should no longer receive partial equity treatment pursuant to the rating agency's criteria, a "rating agency event," at a redemption price equal to 102% of their principal amount plus any accrued and unpaid interest to, but excluding, the date of redemption.

Obligations of CLOs. Loans payable of the Consolidated Funds represent amounts due to holders of debt securities issued by the CLOs. We are not liable for any loans payable of the CLOs. Loans payable of the CLOs are collateralized by the assets held by the CLOs and the assets of one CLO may not be used to satisfy the liabilities of another. This collateral consists of cash and cash equivalents, corporate loans, corporate bonds and other securities.

Realized Performance Allocation Revenues. Another source of liquidity we may use to meet our capital needs is the realized performance allocation revenues generated by our investment funds. Performance allocations are generally realized when an underlying investment is profitably disposed of and the fund's cumulative returns are in excess of the preferred return. For certain funds, performance allocations are realized once all invested capital and expenses have been returned to the fund's investors and the fund's cumulative returns are in excess of the preferred return. Incentive fees earned on our CLO vehicles generally are paid upon the dissolution of such vehicles.

Our accrued performance allocations by segment as of March 31, 2023, gross and net of accrued giveback obligations, are set forth below:

	Accrued Performance Allocations	Accrued Giveback Obligation	Net Accrued Performance Revenues
(Dollars in millions)			
Global Private Equity	\$ 5,484.4	\$ (18.4)	\$ 5,466.0
Global Credit	226.3	(22.5)	203.8
Global Investment Solutions	1,423.3	—	1,423.3
Total	<u>\$ 7,134.0</u>	<u>\$ (40.9)</u>	<u>\$ 7,093.1</u>
Plus: Accrued performance allocations from NGP Carry Funds			566.1
Less: Net accrued performance allocations presented as fee related performance revenues			(44.9)
Less: Accrued performance allocation-related compensation			(3,637.0)
Plus: Receivable for giveback obligations from current and former employees			10.1
Less: Deferred taxes on certain foreign accrued performance allocations			(27.5)
Less: Net accrued performance allocations attributable to non-controlling interests in consolidated entities			(0.3)
Plus: Net accrued performance allocations attributable to Consolidated Funds, eliminated in consolidation			7.2
Net accrued performance revenues before timing differences			3,966.8
Less/Plus: Timing differences between the period when accrued performance allocations are realized and the period they are collected/distributed			3.5
Net accrued performance revenues attributable to The Carlyle Group Inc.			<u>\$ 3,970.3</u>

The net accrued performance revenues attributable to The Carlyle Group Inc., excluding realized amounts, related to our carry funds and our other vehicles as of March 31, 2023, as well as the carry fund appreciation (depreciation), is set forth below by segment (Dollars in millions):

	Carry Fund Appreciation/(Depreciation)⁽¹⁾				Net Accrued Performance Revenues
	Quarter-to-Date		Last Twelve Months		
	Q1 2022	Q1 2023	Q1 2022	Q1 2023	
Overall Carry Fund Appreciation/(Depreciation)	5 %	2 %	32 %	7 %	
Global Private Equity ⁽²⁾ :					\$
Corporate Private Equity	3 %	1 %	27 %	3 %	3,443.0
Real Estate	10 %	0 %	45 %	5 %	2,280.4
Infrastructure & Natural Resources	19 %	0 %	47 %	24 %	269.5
Global Credit Carry Funds	0 %	3 %	14 %	7 %	894.1
Global Investment Solutions Carry Funds	4 %	5 %	35 %	7 %	104.9
Net Accrued Performance Revenues					\$ 3,970.3

(1) Appreciation/(Depreciation) represents unrealized gain/(loss) for the period on a total return basis before fees and expenses. The percentage of return is calculated as: ending remaining investment fair market value plus net investment outflow (sales proceeds minus net purchases) minus beginning remaining investment fair market value divided by beginning remaining investment fair market value. Amounts are fund only, and do not include coinvestments.

(2) Includes \$1.0 million of net accrued clawback from our Legacy Energy funds.

Realized Principal Investment Income. Another source of liquidity we may use to meet our capital needs is the realized principal investment income generated by our equity method investments and other principal investments. Principal investment income is realized when we redeem all or a portion of our investment or when we receive or are due cash income, such as dividends or distributions. Certain of the investments attributable to The Carlyle Group Inc. (excluding certain general partner interests, certain strategic investments, and investments in certain CLOs) may be sold at our discretion as a source of liquidity.

Investments as of March 31, 2023 consist of the following:

	Investments in Carlyle Funds	Investments in NGP⁽¹⁾	Total
	(Dollars in millions)		
Investments, excluding performance allocations	\$ 2,713.9	\$ 936.2	\$ 3,650.1
Less: Amounts attributable to non-controlling interests in consolidated entities	(171.8)	—	(171.8)
Plus: Investments in Consolidated Funds, eliminated in consolidation	222.2	—	222.2
Less: Strategic equity method investments in NGP Management	—	(370.1)	(370.1)
Less: Investment in NGP general partners - accrued performance allocations	—	(566.1)	(566.1)
Total investments attributable to The Carlyle Group Inc.	\$ 2,764.3	\$ —	\$ 2,764.3

(1) See Note 4 to our unaudited condensed consolidated financial statements.

Our investments as of March 31, 2023, can be further attributed as follows (Dollars in millions):

Investments in Carlyle Funds, excluding CLOs:	
Global Private Equity funds ⁽¹⁾	\$ 845.1
Global Credit funds ⁽²⁾	1,030.1
Global Investment Solutions funds	210.5
Total investments in Carlyle Funds, excluding CLOs	2,085.7
Investments in CLOs	549.3
Other investments	129.3
Total investments attributable to The Carlyle Group Inc.	2,764.3
CLO loans and other borrowings collateralized by investments attributable to The Carlyle Group Inc. ⁽³⁾	(404.4)
Total investments attributable to The Carlyle Group Inc., net of CLO loans and other borrowings	\$ 2,359.9

(1) Excludes our strategic equity method investment in NGP Management and investments in NGP general partners - accrued performance allocations.

(2) Includes the Company's indirect investment in Fortitude through Carlyle FRL, a Carlyle-affiliated investment fund, as discussed in Note 4 to the consolidated financial statements. This investment has a carrying value of \$619.7 million as of March 31, 2023.

(3) Of the \$421.8 million in total CLO borrowings as of March 31, 2023 and as disclosed in Note 6 to the consolidated financial statements, \$404.4 million are collateralized by investments attributable to The Carlyle Group Inc. The remaining \$17.4 million in total CLO borrowings are collateralized by investments attributable to non-controlling interests.

Our Liquidity Needs

We generally use our working capital and cash flows to invest in growth initiatives, service our debt, fund the working capital needs of our business and investment funds and pay dividends to our common stockholders.

In the future, we expect that our primary liquidity needs will be to:

- provide capital to facilitate the growth of our existing business lines;
- provide capital to facilitate our expansion into new, complementary business lines, including acquisitions;
- pay operating expenses, including compensation and compliance costs and other obligations as they arise;
- fund costs of litigation and contingencies, including related legal costs;
- fund the capital investments of Carlyle in our funds;
- fund capital expenditures;
- repay borrowings and related interest costs and expenses;
- pay earn-outs and contingent cash consideration associated with our acquisitions and strategic investments;
- pay income taxes, including corporate income taxes;
- pay dividends to our common stockholders in accordance with our dividend policy;
- make installment payments under the deferred obligation to former holders of Carlyle Holdings partnership units, which were exchanged in the Conversion, and;
- repurchase our common stock.

Common Stockholder Dividends. Under our dividend policy for our common stock, our intention is to pay dividends to holders of our common stock in an amount of \$0.35 per common share on a quarterly basis (\$1.40 annually), commencing with the first quarter 2023 dividend to be paid in May 2023. Prior to the first quarter 2023 dividend, we paid dividends to holders of our common stock in an amount of \$0.325 per share of common stock (\$1.30 annually). For U.S. federal income tax purposes, any dividends we pay generally will be treated as qualified dividend income (generally taxable to U.S. individual stockholders at capital gain rates) paid by a domestic corporation to the extent paid out of our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes, with any excess dividends treated as return of capital to the extent of the stockholder's basis. The declaration and payment of dividends to holders of our common stock will be at the sole discretion of our Board of Directors and in compliance with applicable law, and our dividend policy may be changed at any time.

With respect to distribution year 2023, the Board of Directors has declared a dividend to common stockholders totaling approximately \$126.7 million, or \$0.35 per share, consisting of the following:

Common Stock Dividends - Dividend Year 2023				
Quarter	Dividend per Common Share	Dividend to Common Stockholders	Record Date	Payment Date
(Dollars in millions, except per share data)				
Q1 2023	\$ 0.35	\$ 126.7	May 16, 2023	May 23, 2023
Total	\$ 0.35	\$ 126.7		

With respect to distribution year 2022, the Board of Directors declared cumulative dividends to common stockholders totaling approximately \$472.5 million, consisting of the following:

Common Stock Dividends - Dividend Year 2022				
Quarter	Dividend per Common Share	Dividend to Common Stockholders	Record Date	Payment Date
(Dollars in millions, except per share data)				
Q1 2022	\$ 0.325	\$ 117.6	May 10, 2022	May 17, 2022
Q2 2022	0.325	118.3	August 9, 2022	August 16, 2022
Q3 2022	0.325	118.2	November 18, 2022	November 25, 2022
Q4 2022	0.325	118.4	February 22, 2023	March 1, 2023
Total	\$ 1.30	\$ 472.5		

Dividends to common stockholders paid during the three months ended March 31, 2023 totaled \$118.4 million, representing the amount paid in March 2023 of \$0.325 per common share in respect of the fourth quarter of 2022. Dividends to common stockholders paid during the three months ended March 31, 2022 totaled \$89.5 million, representing the amount paid in February 2022 of \$0.25 per common share in respect of the fourth quarter of 2021.

Fund Commitments. Generally, we intend to have Carlyle commit to fund approximately 0.75% of the capital commitments to our future carry funds, although we may elect to invest additional amounts in funds focused on new investment areas. We may, from time to time, exercise our right to purchase additional interests in our investment funds that become available in the ordinary course of their operations. We expect our senior Carlyle professionals and employees to continue to make significant capital contributions to our funds based on their existing commitments, and to make capital commitments to future funds consistent with the level of their historical commitments. We also intend to make investments in our open-end funds and our CLO vehicles. Our investments in our European CLO vehicles will comply with the risk retention rules as discussed in "Risk Retention Rules" later in this section.

Since our inception through March 31, 2023, we and our senior Carlyle professionals, operating executives and other professionals have invested or committed to invest in or alongside our funds. Approximately 3% to 5% of all capital commitments to our funds are funded collectively by us and our senior Carlyle professionals, operating executives and other professionals. The current unfunded commitment of Carlyle and our senior Carlyle professionals, operating executives and other professionals to our investment funds as of March 31, 2023, consisted of the following (Dollars in millions):

<u>Asset Class</u>	<u>Unfunded Commitment</u>
Global Private Equity	\$ 3,509.1
Global Credit	453.3
Global Investment Solutions	213.5
Total	<u>\$ 4,175.9</u>

A substantial majority of the remaining commitments are expected to be funded by senior Carlyle professionals, operating executives and other professionals through our internal co-investment program. Of the \$4.2 billion of unfunded commitments, approximately \$3.5 billion is subscribed individually by senior Carlyle professionals, operating executives and other professionals, with the balance funded directly by the Company.

Under the Carlyle Global Capital Markets platform, certain of our subsidiaries may act as an underwriter, syndicator or placement agent for security offerings and loan originations. We earn fees in connection with these activities and bear the risk of the sale of such securities and placement of such loans, which may be longer dated. As of March 31, 2023, we had no unfunded commitments related to the origination and syndication of loans and securities under the Carlyle Global Capital Markets platform.

Repurchase Program. In October 2021, our Board of Directors authorized the repurchase of up to \$400 million of common stock, which replaced a repurchase authorization provided in February 2021 effective January 1, 2022. In February 2023, the Board of Directors replenished the repurchase program and expanded the limit to \$500 million of common stock in aggregate, effective March 31, 2023. This program authorizes the repurchase of shares of common stock from time to time in open market transactions, in privately negotiated transactions or otherwise, including through Rule 10b5-1 plans. During the three months ended March 31, 2023, we paid an aggregate of \$100.3 million to repurchase and retire approximately 3.0 million shares of common stock with all of the repurchases done via open market and brokered transactions. As of March 31, 2023, \$500.0 million of repurchase capacity remained under the program.

Cash Flows

The significant captions and amounts from our consolidated statements of cash flows which include the effects of our Consolidated Funds and CLOs in accordance with U.S. GAAP are summarized below.

	<u>Three Months Ended March 31,</u>	
	<u>2023</u>	<u>2022</u>
	<u>(Dollars in millions)</u>	
Statements of Cash Flows Data		
Net cash used in operating activities, including investments in Carlyle funds	\$ (112.5)	\$ (371.7)
Net cash used in investing activities	(93.9)	(630.7)
Net cash used in financing activities	(136.5)	(164.5)
Effect of foreign exchange rate changes	8.3	(17.4)
Net change in cash, cash equivalents and restricted cash	<u>\$ (334.6)</u>	<u>\$ (1,184.3)</u>

Net Cash Used In Operating Activities. Net cash used in operating activities includes the investment activity of our Consolidated Funds. Excluding this activity, net cash used in operating activities was primarily driven by our earnings in the respective periods after adjusting for significant non-cash activity, including non-cash performance allocations and incentive fees, the related non-cash performance allocations and incentive fee related compensation, non-cash equity-based compensation, and depreciation, amortization and impairments, all of which are included in earnings.

Cash flows used in operating activities during the three months ended March 31, 2023 and 2022, excluding the activities of our Consolidated Funds, were \$24.4 million and \$372.7 million, respectively. Operating cash inflows primarily include the receipt of management fees, realized performance allocations and incentive fees, while operating cash outflows primarily include payments for operating expenses, including compensation and general, administrative and other expenses. During the three months ended March 31, 2023 and 2022, cash inflows impacting net cash used in operating activities primarily included

the receipt of management fees and realized performance allocations and incentive fees, totaling approximately \$1.0 billion and \$1.0 billion, respectively. These inflows were offset by payments for compensation and general, administrative and other expenses of approximately \$0.9 billion and \$0.9 billion for the three months ended March 31, 2023 and 2022, respectively, which includes payment of 2022 and 2021 year-end bonuses paid in January 2023 and 2022, respectively. Operating outflows also included a \$68.6 million payment relating to the Carlyle Aviation Partners earn-out and a \$20.3 million payment to the limited partners of the Carlyle Holdings partnership related to amounts owed under the tax receivable agreement.

Cash used to purchase investments as well as the proceeds from the sale of such investments are also reflected in our operating activities as investments are a normal part of our operating activities. During the three months ended March 31, 2023, investment proceeds were \$78.6 million as compared to purchases of \$18.5 million. During the three months ended March 31, 2022, investment proceeds were \$158.3 million as compared to purchases of \$307.5 million, which included our \$200 million investment in iStar through our real estate credit fund.

The net cash provided by operating activities for the three months ended March 31, 2023 and 2022 also reflects the investment activity of our Consolidated Funds. For the three months ended March 31, 2023, purchases of investments by the Consolidated Funds were \$0.4 billion, while proceeds from the sales and settlements of investments by the Consolidated Funds were \$0.3 billion. For the three months ended March 31, 2022, purchases of investments by the Consolidated Funds were \$1.0 billion, while proceeds from the sales and settlements of investments by the Consolidated Funds were \$1.1 billion.

Net Cash Used In Investing Activities. Our investing activities generally reflect cash used for acquisitions, fixed assets, software for internal use, and corporate treasury investments. For the three months ended March 31, 2023, cash used in investing activities principally reflects purchases of corporate treasury investments of \$101.1 million, partially offset by proceeds from corporate treasury investments of \$20.1 million. Purchases of fixed assets were \$12.9 million and \$12.3 million for the three months ended March 31, 2023 and 2022, respectively. For the three months ended March 31, 2022, cash used in investing activities principally reflects purchases of intangible assets and net CLO investments from the CBAM transaction of \$618.4 million.

Net Cash Used in Financing Activities. Net cash used in financing activities during the three months ended March 31, 2023 and 2022, excluding the activities of our Consolidated Funds, was \$222.1 million and \$163.7 million, respectively. During the three months ended March 31, 2023 and 2022, we made no borrowings or repayments under the revolving credit facilities. We also paid \$68.8 million and \$68.8 million in January 2023 and 2022, respectively, representing the fourth and third annual installments of the deferred consideration payable to former Carlyle Holdings unitholders in connection with the Conversion.

Dividends paid to our common stockholders were \$118.4 million and \$89.5 million for the three months ended March 31, 2023 and 2022, respectively. For the three months ended March 31, 2023 and 2022, we paid \$100.3 million and \$80.4 million, respectively, to repurchase and retire 3.0 million and 1.7 million shares, respectively.

The net borrowings (payments) on loans payable by our Consolidated Funds during the three months ended March 31, 2023 and 2022 were \$68.7 million and \$(21.8) million, respectively. Contributions from non-controlling interest holders were \$18.7 million and \$146.8 million for the three months ended March 31, 2023 and 2022, respectively, which relate primarily to contributions from the non-controlling interest holders in Consolidated Funds. For the three months ended March 31, 2023 and 2022, distributions to non-controlling interest holders were \$9.9 million and \$147.1 million, respectively, which relate primarily to distributions to the non-controlling interest holders in Consolidated Funds.

Our Balance Sheet

Total assets were \$21.3 billion at March 31, 2023, a decrease of \$0.1 billion from December 31, 2022. The decrease in total assets was primarily attributable to a decrease in cash and cash equivalents of \$0.4 billion, partially offset by an increase in a \$0.2 billion of investments in Consolidated Funds. The decrease in cash was primarily due to payments for bonuses, dividends, payment of the fourth installment of deferred consideration to the former Carlyle Holdings unitholders, the payment of an earn-out related to the acquisition of Carlyle Aviation Partners, share repurchases, and interest, partially offset by the receipt of management fees and realized performance fees. Cash and cash equivalents were approximately \$1.0 billion and \$1.4 billion at March 31, 2023 and December 31, 2022, respectively.

Total liabilities were \$14.5 billion at March 31, 2023, a decrease of \$0.1 billion from December 31, 2022. The decrease in liabilities was primarily attributable to a decrease in accrued compensation and benefits of \$0.4 billion as well as decreases in due to affiliates, accounts payable, accrued expenses and other liabilities, and other liabilities of Consolidated Funds. These decreases were partially offset by an increase in deferred revenue of \$0.3 billion as well as an increase in loans payable to Consolidated Funds. The decrease in accrued compensation and benefits was primarily due to payments of year-end bonuses in the first quarter and the Carlyle Aviation Partners earn-out payment. The decrease in amounts due to affiliates was primarily driven by the fourth installment of deferred consideration to the former Carlyle Holdings unitholders. The increase in deferred revenue was driven by the receipt of management fees not yet recognized.

The assets and liabilities of the Consolidated Funds are generally held within separate legal entities and, as a result, the assets of the Consolidated Funds are not available to meet our liquidity requirements and similarly the liabilities of the Consolidated Funds are non-recourse to us. In addition, as previously discussed, the CLO term loans generally are secured by the Company's investment in the CLO, have a general unsecured interest in the Carlyle entity that manages the CLO, and do not have recourse to any other Carlyle entity.

Our balance sheet without the effect of the Consolidated Funds can be seen in Note 17 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. At March 31, 2023, our total assets without the effect of the Consolidated Funds were \$14.5 billion, including cash and cash equivalents of \$1.0 billion and net accrued performance revenues of \$4.0 billion.

Unconsolidated Entities

Certain of our funds have entered into lines of credit secured by their investors' unpaid capital commitments or by a pledge of the equity of the underlying investment. These lines of credit are used primarily to reduce the overall number of capital calls to investors or for working capital needs. In certain instances, however, they may be used for other investment related activities, including serving as bridge financing for investments. The degree of leverage employed varies among our funds.

In March 2022, Carlyle Net Leasing Income, L.P., a Carlyle-affiliated investment fund, acquired a diversified portfolio of triple net leases from iStar, Inc. for an enterprise value of \$3 billion, which was funded using \$2 billion in debt and \$1 billion in equity. The investment fund is not consolidated by us, and the debt is non-recourse to us. As general partner of the investment fund, we contributed \$200 million as a minority interest balance sheet investment, which is included in our Global Credit principal equity method investments (see Note 6 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022).

Off-balance Sheet Arrangements

In the normal course of business, we enter into various off-balance sheet arrangements including sponsoring and owning limited or general partner interests in consolidated and non-consolidated funds, entering into derivative transactions, and entering into guarantee arrangements. We also have ongoing capital commitment arrangements with certain of our consolidated and non-consolidated funds. We do not have any other off-balance sheet arrangements that would require us to fund losses or guarantee target returns to investors in any of our other investment funds.

For further information regarding our off-balance sheet arrangements, see Note 2 and Note 8 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Contractual Obligations

The following table sets forth information relating to our contractual obligations as of March 31, 2023 on a consolidated basis and on a basis excluding the obligations of the Consolidated Funds:

	Apr. 1, 2023 to Dec. 31, 2023	2024-2025	2026-2027	Thereafter	Total
(Dollars in millions)					
Debt obligations ⁽¹⁾	\$ —	\$ 19.0	\$ 55.8	\$ 2,225.6	\$ 2,300.4
Interest payable ⁽²⁾	88.0	229.1	220.9	1,797.0	2,335.0
Other consideration ⁽³⁾	105.9	222.1	36.0	18.0	382.0
Operating lease obligations ⁽⁴⁾	51.4	126.0	117.8	340.0	635.2
Capital commitments to Carlyle funds ⁽⁵⁾	4,175.9	—	—	—	4,175.9
Tax receivable agreement payments ⁽⁶⁾	—	6.7	7.0	65.9	79.6
Loans payable of Consolidated Funds ⁽⁷⁾	195.2	519.0	518.2	6,940.4	8,172.8
Unfunded commitments of the CLOs ⁽⁸⁾	4.4	—	—	—	4.4
Consolidated contractual obligations	4,620.8	1,121.9	955.7	11,386.9	18,085.3
Loans payable of Consolidated Funds ⁽⁷⁾	(195.2)	(519.0)	(518.2)	(6,940.4)	(8,172.8)
Capital commitments to Carlyle funds ⁽⁵⁾	(3,477.5)	—	—	—	(3,477.5)
Unfunded commitments of the CLOs ⁽⁸⁾	(4.4)	—	—	—	(4.4)
Carlyle Operating Entities contractual obligations	\$ 943.7	\$ 602.9	\$ 437.5	\$ 4,446.5	\$ 6,430.6

- (1) The table above assumes that no prepayments are made on the senior and subordinated notes and that the outstanding balances, if any, on the senior credit facility and Global Credit revolving credit facility are repaid on the maturity dates of credit facilities, which are February 2024 and September 2024, respectively. The CLO term loans are included in the table above based on the earlier of the stated maturity date or the date the CLO is expected to be dissolved. See Note 6 to the unaudited condensed consolidated financial statements for the various maturity dates of the CLO term loans, senior notes and subordinated notes.
- (2) The interest rates on the debt obligations as of March 31, 2023 consist of: 3.500% on \$425.0 million of senior notes, 5.650% on \$350.0 million of senior notes, 5.625% on \$600.0 million of senior notes, 4.625% on \$500.0 million of subordinated notes, and a range of approximately 3.79% to 11.06% for our CLO term loans. Interest payments assume that no prepayments are made and loans are held until maturity with the exception of the CLO term loans, which are based on the earlier of the stated maturity date or the date the CLO is expected to be dissolved.
- (3) These obligations represent our estimate of amounts to be paid on the contingent cash obligations associated with our acquisitions of Carlyle Aviation Partners and Abingworth, deferred consideration related to our strategic investment in Fortitude, make-whole cash incentive awards granted to in connection with the appointment of our new CEO, and other obligations. These obligations also include the deferred payment obligations to former holders of the Carlyle Holdings partnership units. In connection with the Conversion, former holders of Carlyle Holdings partnership units will receive cash payments aggregating to approximately \$344 million, which is equivalent to \$1.50 per Carlyle Holdings partnership unit exchanged in the Conversion, payable in five annual installments of \$0.30, the fourth of which occurred during the first quarter of 2023. The payment obligations are unsecured obligations of the Company or a subsidiary thereof, subordinated in right of payment to indebtedness of the Company and its subsidiaries, and do not bear interest.
- (4) We lease office space in various countries around the world, including our largest offices in Washington, D.C., New York City, London and Hong Kong, which have non-cancelable lease agreements expiring in various years through 2036. The amounts in this table represent the minimum lease payments required over the term of the lease.
- (5) These obligations generally represent commitments by us to fund a portion of the purchase price paid for each investment made by our funds. These amounts are generally due on demand and are therefore presented in the less than one year category. A substantial majority of these investments is expected to be funded by senior Carlyle professionals and other professionals through our internal co-investment program. Of the \$4.2 billion of unfunded commitments to the funds, approximately \$3.5 billion is subscribed individually by senior Carlyle professionals, advisors and other professionals, with the balance funded directly by the Company.
- (6) In connection with our initial public offering, we entered into a tax receivable agreement with the limited partners of the Carlyle Holdings partnerships whereby we agreed to pay such limited partners 85% of the amount of cash tax savings, if any, in U.S. federal, state and local income tax realized as a result of increases in tax basis resulting from exchanges of Carlyle Holdings partnership units for common units of The Carlyle Group L.P. From and after the consummation of the Conversion, former holders of Carlyle Holdings partnership units do not have any rights to payments under the tax receivable agreement except for payment obligations pre-existing at the time of the Conversion with respect to exchanges that occurred prior to the Conversion. These obligations are more than offset by the future cash tax savings that we are expected to realize.
- (7) These obligations represent amounts due to holders of debt securities issued by the consolidated CLO vehicles. These obligations include interest to be paid on debt securities issued by the consolidated CLO vehicles. Interest payments assume that no prepayments are made and loans are held until maturity. For debt securities with rights only to the residual value of the CLO and no stated interest, no interest payments were included in this calculation. Interest payments on variable-rate debt securities are based on interest rates in effect as of March 31, 2023, at spreads to market rates pursuant to the debt agreements, and range from 1.15% to 13.41%.
- (8) These obligations represent commitments of the CLOs to fund certain investments. These amounts are generally due on demand and are therefore presented in the less than one year category.

Excluded from the table above are liabilities for uncertain tax positions of \$41.4 million at March 31, 2023 as we are unable to estimate when such amounts may be paid.

Contingent Cash Payments For Business Acquisitions and Strategic Investments

We have certain contingent cash obligations associated with our acquisition of Abingworth, which are accounted for as compensation expense, and are accrued over the service period. If earned, payments are made in the year following the performance year to which the payments relate. For our acquisition of Abingworth, the contingent cash obligations relate to future incentive payments of up to \$130.0 million that are payable upon the achievement of certain performance targets during 2023 through 2028, which is the maximum amount that could be paid from contingent cash obligations associated with the acquisition of Abingworth as of March 31, 2023. There are no amounts recognized on the balance sheet related to these contingent cash obligations as of March 31, 2023.

In connection with our acquisition of Carlyle Aviation Partners, we had contingent cash payments related to an earn-out of up to \$150.0 million that were payable upon the achievement of certain revenue and earnings performance targets during 2020 through 2025. Through December 31, 2022, we paid \$53.6 million related to this earn-out. During the three months ended March 31, 2023, we entered into a termination and settlement agreement with respect to the earn-out, pursuant to which we paid \$68.6 million, and will pay an aggregate \$2.4 million in installments in 2024 and 2025.

Risk Retention Rules

We will continue to comply with the risk retention rules governing CLOs issued in Europe for which we are a sponsor, which require a combination of capital from our balance sheet, commitments from senior Carlyle professionals, and/or third party financing.

Guarantees

See Note 8 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information related to all of our material guarantees.

Indemnifications

In many of our service contracts, we agree 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 table above or recorded in our unaudited condensed consolidated financial statements as of March 31, 2023. See Note 8 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information related to indemnifications.

Other Contingencies

In the ordinary course of business, we are a party to litigation, investigations, inquiries, employment-related matters, disputes and other potential claims. We discuss certain of these matters in Note 8 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Carlyle Common Stock

A rollforward of our common stock outstanding from December 31, 2022 through March 31, 2023 is as follows:

	Shares as of December 31, 2022	Shares Issued	Shares Forfeited	Shares Repurchased / Retired	Shares as of March 31, 2023
The Carlyle Group Inc. common shares	362,298,650	2,756,607	—	(2,998,813)	362,056,444

Shares of The Carlyle Group Inc. common stock issued during the period from December 31, 2022 through March 31, 2023 relate to the vesting of the Company's restricted stock units.

The total shares as of March 31, 2023 as shown above exclude approximately 0.1 million net common shares in connection with the vesting of restricted stock units subsequent to March 31, 2023 that will participate in the common shareholder dividend that will be paid May 23, 2023.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements in conformity with U.S. GAAP requires our management to make estimates and judgments that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities. These estimates and judgments are based on historical information, information currently available to us and on various other assumptions management believes to be reasonable under the circumstances.

Actual results could vary from those estimates and we may change our estimates and assumptions in future evaluations. Changes in these estimates and assumptions may have a material effect on our results of operations and financial condition. There have been no material changes in the critical accounting estimates since those discussed in our Annual Report on Form 10-K for the year ended December 31, 2022.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our primary exposure to market risk is related to our role as general partner or investment advisor to our investment funds and the sensitivities to movements in the fair value of their investments, including the effect on management fees, incentive fees and investment income, including performance allocations. Although our investment funds share many common themes, each of our asset management asset classes runs its own investment and risk management processes, subject to our overall risk tolerance and philosophy. The investment process of our investment funds involves a comprehensive due diligence approach, including review of reputation of shareholders and management, company size and sensitivity of cash flow generation, business sector and competitive risks, portfolio fit, exit risks and other key factors highlighted by the deal team. Key investment decisions are generally subject to approval by both the fund-level managing directors, as well as the investment committee, which is generally comprised of one or more of the three founding partners, one or more operating executives and/or senior investment professionals associated with that particular fund. Once an investment in a portfolio company has been made, our fund teams closely monitor the performance of the portfolio company, generally through frequent contact with management and the receipt of financial and management reports.

There was no material change in our market risks during the three months ended March 31, 2023. For additional information, refer to our Annual Report on Form 10-K for the year ended December 31, 2022.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as that 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 in our reports under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures. 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, not absolute, assurance of achieving the desired control objectives.

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based upon that evaluation and subject to the foregoing, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this report, the design and operation of our disclosure controls and procedures were effective to accomplish their objectives at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter ended March 31, 2023 that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

The information required with respect to this item can be found under “Legal Matters” in Note 8, Commitments and Contingencies, of the notes to the Company’s unaudited condensed consolidated financial statements contained in this Quarterly Report on Form 10-Q, and such information is incorporated by reference into this Item 1.

Item 1A. Risk Factors

For a discussion of our potential risks and uncertainties, see the information under Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2022.

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

Issuer Purchases of Equity Securities

The following table sets forth repurchases of our common stock during the three months ended March 31, 2023 for the periods indicated:

Period	(a) Total number of shares purchased	(b) Average price paid per share	(c) Total number of shares purchased as part of publicly announced plans or programs	(d) Maximum number (or approximate dollar value) of shares that may yet be purchased under the plans or programs
	(Dollars in millions, except unit and per unit data)			
January 1, 2023 to January 31, 2023 (1)	—	\$ —	—	\$ 214.3
February 1, 2023 to February 28, 2023 (1)(2)	1,068,744	\$ 35.80	1,068,744	\$ 176.1
March 1, 2023 to March 31, 2023 (1)(2)	1,930,069	\$ 32.12	1,930,069	\$ 500.0
Total	<u>2,998,813</u>		<u>2,998,813</u>	

- (1) In October 2021, the Board of Directors of the Company authorized the repurchase of up to \$400.0 million of common stock in the aggregate, effective January 1, 2022. In February 2023, the Board of Directors replenished the repurchase program and expanded the limit to \$500 million of common stock in aggregate, effective March 31, 2023. The timing and actual number of shares of common stock repurchased will depend on a variety of factors, including legal requirements, price, and economic and market conditions. This share repurchase program may be suspended or discontinued at any time and does not have a specified expiration date.
- (2) All of the shares of common stock purchased during this period were purchased in open market and brokered transactions and were subsequently retired.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Not applicable.

Item 6. Exhibits

The following is a list of all exhibits filed or furnished as part of this report:

<u>Exhibit No.</u>	<u>Description</u>
3.1	Certificate of Conversion of The Carlyle Group L.P. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on January 2, 2020).
3.2	Certificate of Incorporation of The Carlyle Group Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the SEC on January 2, 2020).
3.3	Bylaws of The Carlyle Group Inc. (incorporated by reference to Exhibit 3.3 to the Registrant's Current Report on Form 8-K filed with the SEC on January 2, 2020).
10.1*†+	Employment Agreement of Harvey M. Schwartz, dated as of February 5, 2023.
10.2+	The Carlyle Group Inc. Inducement Award - Form of Global Restricted Stock Unit Agreement (incorporated by reference to Exhibit 4.3 to the Registrant's Registration Statement on Form S-8 filed with the SEC on February 13, 2023).
10.3+	The Carlyle Group Inc. Inducement Award – Form of Performance-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 4.4 to the Registrant's Registration Statement on Form S-8 filed with the SEC on February 13, 2023).
10.4*†+	Form of Global Restricted Stock Unit Agreement for Time-Based Awards.
10.5*†+	Form of Global Restricted Stock Unit Agreement for 2023 One-Time Time-Based Awards.
10.6*†+	Form of Global Restricted Stock Unit Agreement for 2023 Performance Restricted Stock Unit Awards for Other Executive Officers.
22*	Senior and Subordinated Notes, Issuers and Guarantors.
31.1*	Certification of the principal executive officer pursuant to Rule 13a – 14(a).
31.2*	Certification of the principal financial officer pursuant to Rule 13a – 14(a).
32.1*	Certification of the principal executive officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of the principal financial officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
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 Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	The cover page from The Carlyle Group Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, formatted in Inline XBRL (included within the Exhibit 101 attachments).

* Filed herewith.

† Certain schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company undertakes to furnish supplemental copies of any of the omitted schedules to the SEC upon request.

+ Management contract or compensatory plan or arrangement in which directors and/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.

The Carlyle Group Inc.

Date: May 04, 2023

By: /s/ Curtis L. Buser
Name: Curtis L. Buser
Title: Chief Financial Officer
(Principal Financial Officer and Authorized Officer)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “*Agreement*”) is entered into by and between The Carlyle Group Inc. (the “*Company*”), The Carlyle Group Employee Co., L.L.C. (“*Employer*”), and Harvey M. Schwartz (“*Employee*”) on February 5, 2023 (the “*Effective Date*”).

RECITALS

- A. Employer desires to employ Employee as Chief Executive Officer of the Company on the terms and conditions set forth herein, with an employment commencement date of February 15, 2023 (the “*Commencement Date*”); and
- B. Employee desires to be employed by Employer on such terms and conditions.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Employment.** Employer agrees to employ Employee, and Employee hereby accepts such employment, on the terms and conditions set forth herein for a term commencing on the Commencement Date and ending on the date on which Employee’s employment is terminated in accordance with Section 6 of this Agreement (the “*Term*”).

2. **Duties.** During the Term of Employee’s employment by Employer:

a. Employee shall have the position of Chief Executive Officer of the Company and shall report directly to the Board. Effective on the Commencement Date, Employee shall also be appointed to serve as a member of the board of directors of the Company (the “*Board*”). At the expiration of each term of Employee as member of the Board during the Term, the Company will nominate Employee for reelection to the Board, however, Employee’s continued Board membership will be contingent upon reelection by public shareholders during the applicable Company annual meeting of the shareholders. During the Term, Employee shall serve as a member of the Executive Committee and Leadership Committee, or, in each case, any equivalent committee(s) that may exist from time to time. Employee shall have the authorities, duties and responsibilities in his position as Chief Executive Officer of the Company as may reasonably be assigned to Employee by the Board from time to time.

b. Employee shall devote Employee’s energies, attention, reasonable best efforts and full and exclusive business time to the business and affairs of Carlyle Investment Management, L.L.C. and its affiliates collectively operating under the trade name “The Carlyle Group,” which, for the avoidance of doubt, includes the Company, Employer and their affiliates (“*Carlyle*”), *provided* that nothing in this Agreement shall preclude Employee from: (i) engaging in personal investment activities (subject to Carlyle’s insider trading and conflict of interest policies); (ii) serving as a member of the board of directors (or similar governing body) of a non-competitive business with the prior consent of the Board in its sole discretion (it being understood that the Board hereby provides consent to Employee’s continued service as a member of board of directors of each of SoFi Technologies, Inc. and The Bank of London); or (iii) engaging in charitable, professional and/or community activities, in each case so long as such activities do not materially conflict or interfere with the proper performance of Employee’s duties hereunder.

c. Employee acknowledges and agrees that, during the Term, Employee owes a fiduciary duty of loyalty, fidelity and allegiance to act at all times in the best interests of Carlyle and to do no act in breach of such fiduciary duty that willfully injures the business, interests or reputation of Carlyle. In keeping with these duties, Employee shall make full disclosure during the Term to Carlyle or the Board of all significant business opportunities that pertain to Carlyle's business, and, during the Term, Employee shall not appropriate for Employee's own benefit business opportunities concerning the subject matter of the fiduciary relationship.

d. Employee shall at all times comply with: (i) all applicable laws, rules and regulations that are related to Employee's duties and responsibilities assumed hereunder, and (ii) all corporate and business policies and procedures of Carlyle that are applicable to employees in Carlyle's U.S. office locations, including, without limitation, the New York Attorney General's Public Pension Fund Reform Code of Conduct and policies and procedures related to pay-to-play, anticorruption and anti-bribery, the Carlyle Code of Conduct, marketing and advertising and information barriers.

e. Employee shall not, without the prior consent of the Board, receive compensation or any direct or indirect financial benefit for services rendered during the Term to any natural person, corporation, business trust, association, company, partnership, joint venture and other entity, government, agency or political subdivision (each, a "Person") other than Carlyle (it being understood that the Board hereby consents to Employee's receipt of compensation in the ordinary course in connection with his service on the board of directors of each of SoFi Technologies, Inc. and The Bank of London).

3. Location. Employee's primary office shall be located at Carlyle's offices in New York, New York, and Employee is expected to travel during the Term to the extent reasonably necessary to conduct Carlyle business.

4. Compensation. As compensation for Employee's services, Employer shall pay Employee the following compensation, subject to Section 6 below:

a. *Base Salary*. Employer shall pay to Employee a base salary amount of \$1,000,000 per annum (the "*Base Salary Amount*") throughout the Term (payable in accordance with Employer's payroll policies, but in no event less frequently than once every month). The Base Salary Amount may be prospectively increased from time to time in the Board's sole discretion.

b. *Annual Bonus Opportunity*. For each calendar year that ends during the Term, Employee shall be eligible for a target annual bonus opportunity equal to 300% of the Base Salary Amount (the "*Target Annual Bonus*"), and a maximum annual bonus opportunity equal to 200% of the Target Annual Bonus. The actual amount of any annual bonus paid to Employee shall be based on the actual level of attainment of Company financial performance and individual performance measures established for the applicable fiscal year by the Compensation Committee of the Board, and shall be paid no later than two and one-half months following the end of the applicable fiscal year, subject to Employee's continued employment with Employer through the date of payment.

c. *Initial Equity Awards*. Employee will be granted the following equity-based awards on the Commencement Date, subject to Employee actually commencing employment with Employer on such date:

i. *RSU Award.* An award of time-based restricted stock units (the “*RSU Award*”) relating to Company common stock (“*Shares*”) pursuant to the Nasdaq “inducement award” exception under Nasdaq Listing Rule 5635(c)(4). The amount of the RSU Award shall be \$72 million, with the number of underlying Shares determined by dividing such amount by the closing trading price of a Share on the Nasdaq Global Select Market on the Commencement Date. The RSU Award shall be granted pursuant to the award agreement attached to this Letter Agreement as Attachment 1 (the “*RSU Award Agreement*”) and shall be subject to all terms and conditions set forth in the RSU Award Agreement.

ii. *PSU Award.* An award of performance-based restricted stock units (the “*PSU Award*” and together with the RSU Award, the “*Initial Equity Awards*”) relating to Shares, pursuant to the Nasdaq “inducement award” exception under Nasdaq Listing Rule 5635(c)(4). The grant date fair value of the PSU Award shall be \$108 million, with the number of underlying Shares determined by dividing such value by the per Share accounting fair value computed as of the Commencement Date. The PSU Award shall be granted pursuant to the award agreement attached to this letter as Attachment 2 (the “*PSU Award Agreement*”) and shall be subject to all terms and conditions set forth in the PSU Award Agreement.

d. *Make-Whole Award.* In the event that Employee is required to forfeit, in whole or in part, the cash long-term incentive award granted to Employee by his former employer (the “*Former Employer Award*”), the maximum amount of which is \$19.5 million, as a result of Employee’s employment with Employer, and Employee provides evidence reasonably satisfactory to Employer of such forfeiture (including the amount forfeited), then Employer shall grant Employee a replacement cash award in an amount equal to the portion of the Former Employer Award that was forfeited by Employee (the “*Make-Whole Award*”). If granted, the Make-Whole Award will vest and be paid on the last regularly scheduled payroll date of Employer in December 2023, subject to Employee’s continued employment with Employer through such date.

e. *Donor Advised Fund Make-Whole.* Employee has represented that Employee currently has the right to make recommendations regarding the donation of funds up to a maximum amount of \$3.1 million which were previously contributed by Employee’s former employer to a donor advised fund (the “*Former Employer DAF*”). If Employee’s former employer revokes Employee’s right to make recommendations with respect to the Former Employer DAF as a result of Employee’s employment with Employer, and Executive provides evidence reasonably satisfactory to the Company of such revocation (including the amount remaining in the Former Employer DAF at the time of the revocation), then Employer shall contribute an amount equal to the amount of funds that were remaining in the Former Employer DAF at the time of the revocation to a new donor advised fund (the “*New DAF*”) and Employee shall have the right, subject to any reasonable limitations imposed by Employer, during Employee’s employment with Employer to make recommendations regarding the donation of the funds in the New DAF.

f. *Expense Reimbursement.* During the Term, Employee shall be eligible for reimbursement for all reasonable expenses for travel, lodging, entertainment and other business expenses in connection with Employer’s or Carlyle’s business, subject to Carlyle’s business expense reimbursement policies applicable to employees in New York, *provided* that it is expressly agreed that Employee may use NetJets services (or other third-party air charter service) for air travel for business purposes and may use the car and

driver service identified by Employee to Employer prior to the Effective Date (or its equivalent) for business travel within the New York City metropolitan area.

g. *Executive Assistant.* Employee shall be permitted to cause Employer to hire the individual identified by Employee to Employer prior to the Effective Date to serve as his executive assistant, subject to such individual's completion of Employer's standard pre-employment screening to Employer's reasonable satisfaction.

h. *Employee Benefits.* During the Term, Employee shall, as incidences of employment, be eligible to participate in Employer's employee benefit plans and programs, including those providing health, insurance, retirement and vacation benefits, on terms and conditions at least as beneficial as, and to the same extent as offered to, other executive officers of Carlyle in the United States.

i. *Investments.* To the extent permitted by applicable securities and other laws, Employee may be permitted (but not obligated) during the Term to make personal investments directly in investments made by Carlyle and its investment funds during the Term without paying management fees or carried interest (unless otherwise specified in the applicable subscription documents), *provided*, that, the amounts available for personal investment by Employee shall be determined by Carlyle in a manner consistent with Carlyle's policies established for coinvestments by other employees at the level of executive officer. Employee's coinvestments will bear an allocation of administrative expenses (e.g., accounting and tax reporting expenses) on a basis consistent with coinvestments by other Carlyle employees. Coinvestments with respect to investments made by a particular Carlyle investment fund may require Employee to make a commitment to invest in all investments acquired by such fund during the Term, in accordance with internal coinvestment policies adopted by Carlyle with respect to such fund.

5. Share Ownership; Share Retention. During the Term, Employee agrees to beneficially own Shares (including for this purpose unvested restricted stock units relating to Shares, including the restricted stock units subject to the RSU Award) with a minimum aggregate value of \$10,000,000. Employee also agrees to retain until the date on which Employee's termination of employment with Employer and its affiliates is effective (the "*Termination Date*") (or, if earlier, the date of a Change in Control (as defined in the Employer's Amended and Restated 2012 Equity Incentive Plan)), on an after-tax basis, twenty-five percent (25%) of all shares of Company common stock (calculated on an after-tax basis, determined after any withholding or sale of shares to cover taxes thereon) delivered to Employee in respect of Company equity awards awarded to Employee, including the Initial Equity Awards.

6. Termination. Employee's employment with Employer shall be terminable at any time during the Term as follows:

a. automatically upon Employee's death;

b. by Employer, subject only to such notification requirements as are required by this Section 6.b.:

i. upon Employee's incurrence of a "*Disability*," which means for purposes of this Agreement, incapacitation by accident, sickness or other circumstance that renders Employee mentally or physically incapable of performing the duties and services required of Employee hereunder for a period of at least 180 days during any 12-month period, subject to the requirements of the Americans with Disabilities Act or any similar applicable law;

ii. immediately for “Cause,” which for purposes of this Agreement means that Employee has: (A) engaged in gross negligence or willful misconduct in the performance of the duties required of Employee hereunder, which in either case, has resulted in material harm to Employer; (B) willfully and materially breached a material provision of this Agreement (and the parties agree, without limitation, that Section 2.d.ii. and Section 8.c. shall be deemed material provisions); (C) been convicted of, or entered a plea bargain or settlement admitting guilt for, (x) fraud, embezzlement or any other felony, or (y) any misdemeanor involving moral turpitude that results in material injury to the business, interests or reputation of Carlyle, in each case under the laws of the United States or of any state or municipality or the District of Columbia or any other country or any jurisdiction of any other country (but specifically excluding, for purposes of both clause (x) and this clause (y), traffic violations); or (D) been the subject of a binding order or determination by the U.S. Securities and Exchange Commission or similar agency or tribunal of any country that concludes that Employee has violated any law or rule or regulations of such agency or tribunal that either results in material injury to the business, interests or reputation of Carlyle or, in the reasonable discretion of the Board, has a material adverse effect on Employee’s ability to function in his position, taking into account the services required of Employee and the nature of Carlyle’s business; *provided* that, in the event that a correction or cure is possible as determined by the Board in good faith, Employee may only be terminated for Cause if Employer notifies Employee in writing of Employer’s intent to terminate Employee’s employment for Cause within 60 days of any member of the Board (other than Employee) obtaining knowledge of the occurrence of the event that has triggered Cause (with such notice specifying in detail the basis for such termination) and, after such notification, such act or omission has not been corrected or cured by Employee within 30 days thereof; or

iii. for any other reason whatsoever, upon written notice to Employee; and

c. by Employee, at any time during the Term, subject only to such notification requirements as are required by this Section 6.c.:

i. for “*Good Reason*,” which for purposes of this Agreement and the awards granted hereunder means, without Employee’s consent, (A) Carlyle willfully and materially breached a material provision of this Agreement other than Section 2.a. (for the avoidance of doubt, it shall not be a breach of this Agreement to not reach agreement in connection with any discussion in good faith undertaken pursuant hereto); (B) an adverse change in title or reporting line; (C) a decision made, or action taken, by the Board that results in a material diminution or material adverse modification in Employee’s authority, duties and responsibilities (whether or not accompanied by a change in title) as a whole as compared to Employee’s authority, duties and responsibilities as a whole immediately prior to such diminution or adverse change (with Employee’s authority, duties and responsibilities as a whole immediately prior to such diminution or adverse change determined taking into account any diminution or adverse changes that had previously occurred without the consent of Employee), but excluding for this purpose, isolated or insubstantial actions not taken in bad faith; (D) the relocation of Employee’s own office location as assigned to him by Employer to a location that is not Employer’s primary New York, New York office or is more than 30 miles outside of New York, New York; or (E) the failure of Employer to obtain the assumption in writing or by operation of law of

Employer's obligation to Employee under this Agreement by any successor in a Change in Control; *provided* that, for all of clauses (A) through (E) in which a correction or cure is possible, Employee may only terminate for Good Reason if Employee notifies Employer in writing of Employee's intent to terminate Employee's employment for Good Reason within 60 days of Employee obtaining knowledge of the occurrence of the event that has triggered Good Reason (with such notice specifying in detail the basis for such termination) and, after such notification, Good Reason has not been corrected or cured by Employer within 30 days thereof; or

ii. for any other reason whatsoever, upon written notice to Employer.

7. Effect of Termination. Upon termination of Employee's employment for any reason, Employee shall be entitled to receive: (i) any unpaid portion of the Base Salary Amount that has been earned and accrued through the effective date of such termination; (ii) reimbursement pursuant to Section 4.f. for business expenses incurred by Employee during the Term; and (iii) any vested amount accrued and arising from Employee's participation in, or benefits accrued under any employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements, and, except in the case of a termination pursuant to Section 6.b.ii., amounts accrued and arising from any equity-based incentive plan. Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of Employee's rights to salary, severance, benefits, bonuses and other compensatory amounts hereunder (if any) shall cease upon the termination of Employee's employment hereunder. In addition, upon the termination of Employee's employment during the Term that is covered by Section 7.a., 7.b., or 7.c., Employee shall receive the compensation and benefits described in such section, *provided* that Employee at the time of such termination (A) signs a release agreement, which becomes effective and irrevocable no later than 55 days following the Termination Date, in a form reasonably acceptable to Employer pursuant to which Employee releases Carlyle from further claims and liabilities relating to Employee's employment and the termination of Employee's employment, which release agreement shall not (i) provide for the release of any claims for, or right to, indemnification or advancement of expenses (x) pursuant to any individual indemnification (or similar) agreement between Employee and Employer in effect at the time of Employee's termination, or (y) from any fund, investment vehicle or account whose investments are managed by Carlyle pursuant to any agreement that Employee is a party or a beneficiary, (ii) extend the length or expand the scope of any existing, or otherwise subject Employee to any new, restrictive covenants beyond those to which Employee is otherwise subject, (iii) release any rights to enforce the provisions of this Agreement that survive a termination of employment, including, without limitation, this Section 7. (iv) release any claims that cannot be waived by applicable law, (v) release any rights to vested and accrued benefits under any employee benefit plan of Carlyle, (vi) release any claims that arise from acts or omissions of Carlyle following the date of termination, (vii) release the right to reimbursement for any business expenses in accordance with Section 4.f. for expenses incurred in accordance with Carlyle policy prior to the Termination Date or (viii) release any rights in respect of equity interests of Carlyle (including, without limitation, coinvestments and equity awards granted on or after the Commencement Date) held by Employee that are not forfeited as a result of the applicable termination of employment in accordance with the terms and conditions applicable thereto, and (B) resigns in writing (or is otherwise deemed to have resigned) from all offices and directorships then held with Carlyle and its affiliates, unless otherwise agreed with the Board:

a. *Termination without Cause or for Good Reason (other than within the Change in Control Period)*. If, in each case, during the Term and not within a Change in Control Period (as defined below), (A) Employee terminates Employee's employment pursuant to Section 6.c.i. and Employer could not have terminated Employee's

employment for Cause pursuant to Section 6.b.ii., or (B) Employer terminates Employee's employment pursuant to Section 6.b.iii., then Employee shall be entitled to:

i. cash severance, payable in a single lump sum within 60 days following the Termination Date, in an aggregate amount equal to 1.5 times the sum of the: (x) Base Salary Amount and (y) the Target Annual Bonus;

ii. a prorated portion of the Target Annual Bonus, with proration based on a fraction, the numerator of which is the number of days from January 1 of the year in which the Termination Date occurs and the denominator of which is the total number of days in such year, payable in a single lump sum within 60 days following the Termination Date (the "*Prorated Bonus*");

iii. if Employee timely elects continued coverage under COBRA, Employer shall pay the same portion of the monthly premium under COBRA as it pays for active employees and their eligible dependents until the earliest of (A) the expiration of Employee's continuation coverage under COBRA and (B) the date when Employee becomes eligible for substantially equivalent health insurance coverage in connection with new employment. Notwithstanding the foregoing, if Employer determines in its sole discretion that it cannot provide the foregoing subsidy of COBRA coverage without potentially violating or causing Employer or Carlyle to incur additional expense as a result of noncompliance with applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company instead will pay Employee a taxable monthly payment in an amount equal to the monthly COBRA premium that Employee would be required to pay to continue the group health coverage in effect on the date of Termination Date for Employee and Employee's eligible dependents pursuant to Employer's health insurance plans in which Employee or Employee's eligible dependents participated as of the Termination Date (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made regardless of whether Employee elects COBRA continuation coverage; this Section 7.a.iii. is referred to, collectively, as the "*Healthcare Benefit*";

iv. payment of the Make-Whole Award if such payment has not previously been made in accordance with Section 4.d.;

v. continued right, subject to any reasonable limitations imposed by Employer, to make recommendations regarding the donation of funds in the New DAF (if applicable); and

vi. treatment of any outstanding Company equity awards held by Employee, including the Initial Equity Awards, in accordance with the terms of the applicable award agreements.

b. *Termination without Cause or for Good Reason within the Change in Control Period.* If, in each case, during the Term and within (x) the two-year period following a Change in Control or (y) if applicable, the period that commences upon the execution of an agreement between the Company and another entity or entities the consummation of which would result in a Change in Control and ends on the date that such Change in Control occurs or, if earlier, the date that such agreement is terminated without the consummation of a Change in Control (each of (x) and (y), a "*Change in Control Period*"), (A) Employee terminates Employee's employment pursuant to Section 6.c.i. and Employer could not have terminated Employee's employment for Cause

pursuant to Section 6.b.ii., or (B) Employer terminates Employee's employment pursuant to Section 6.b.iii., then Employee shall be entitled to:

- i. cash severance, payable in a single lump sum within 60 days following the Termination Date, in an aggregate amount equal to two times the sum of the: (x) Base Salary Amount and (y) the Target Bonus Amount;
- ii. the Prorated Bonus;
- iii. the Healthcare Benefit;
- iv. payment of the Make-Whole Award if such payment has not previously been made in accordance with Section 4.d.;
- v. continued right, subject to any reasonable limitations imposed by Employer, to make recommendations regarding the donation of funds in the New DAF (if applicable); and
- vi. treatment of any outstanding Company equity awards held by Employee, including the Initial Equity Awards, in accordance with the terms of the applicable award agreements.

c. *Termination upon Death or Disability.* If Employee's employment is terminated due to death, as set forth in Section 6.a., or Disability, as set forth in Section 6.b., then Employee shall be entitled to:

- i. the Prorated Bonus;
- ii. payment of the Make-Whole Award if such payment has not previously been made in accordance with Section 4.d.; and
- iii. treatment of any outstanding Company equity awards held by Employee, including the Initial Equity Awards, in accordance with the terms of the applicable award agreements.

d. The sole liability of Employer under this Agreement upon a termination of Employee's employment (*provided* that Employee commenced employment with Employer on the Commencement Date) shall be: (i) to pay the amounts expressly provided for in this Section 7 as being due and owed upon such termination, and (ii) to comply with any other obligations under this Agreement that expressly survive termination of Employee's employment or pursuant to any other written agreements between Employee and Employer or pursuant to any employee benefit plan.

8. Records and Confidential Data.

a. All memoranda, notices, files, records and other documents made or compiled by Employee during the Term in the ordinary course of business or made available to Employee concerning the business of Carlyle (including, without limitation, any "best practices" materials made available to Employee), shall be Employer's property and shall be delivered to Employer promptly following its request therefor or automatically promptly following the end of the Term.

b. Employee acknowledges that, in and as a result of Employee's employment hereunder, Employee will be making use of and/or acquiring confidential or

proprietary information, knowledge and data developed by Carlyle and its affiliates that is of a special and unique nature and value to Carlyle, including, but not limited to, financial, tax, privileged or economic information relating to Carlyle (including, for this purpose, any affiliates, members, partners and employees) or any other confidential or proprietary information relating to the business, strategic, advertising, marketing, trade practices or investment activities of Carlyle or any affiliates, members or any portfolio investments held by any investment fund controlled by Carlyle or its affiliates (collectively, “*Confidential Information*”). Employee shall not at any time, directly or indirectly, disclose to any Person (other than Carlyle) or use for any purpose other than in accordance with Employee’s employment with Carlyle, any Confidential Information (regardless of whether such information qualifies as a “trade secret” under applicable law) that has been obtained by or disclosed to Employee as a result of Employee’s employment by Employer unless: (i) authorized in writing by Employer; (ii) such information, knowledge or data is or becomes available to the public generally without breach of this Section 8; (iii) disclosure is required to be made pursuant to an order of any court or government agency, subpoena or legal process; (iv) disclosure is made to officers, directors or affiliates of Employer or Carlyle (and the officers and directors of such affiliates) or to auditors, counsel, or other professional advisors to Employer or Carlyle; or (v) disclosure is required by a court, mediator or arbitrator in connection with any litigation or dispute between Employer and Employee. Employee shall immediately supply Employer with a copy of any legal process delivered to Employee requesting Confidential Information. Prior to any disclosure of Confidential Information, Employee shall seek to obtain an order reasonably acceptable to Employer protecting the confidentiality of such information (and shall not disclose such Confidential Information until such a protective order satisfactory to Employer has been obtained), and notify Employer as soon as reasonably practicable (and in any event at least ten (10) business days in advance of disclosing such Confidential Information) of such disclosure. Employee agrees that Employee’s obligations under this Section 8 may be enforced by specific performance and that breaches or prospective breaches of this Section 8 may be enjoined.

c. Employee will not disclose publicly any information about Carlyle’s private placement fundraising efforts, or the name of any fund vehicle that has not had a final closing of commitments, and will not discuss (or authorize others to discuss) any such private placement fundraising information with any reporter or representative of any press or other public media.

d. Employee represents that Employee’s execution and delivery of this Agreement to Employer as of the Effective Date does not and that Employee’s commencement of Employee’s employment by Employer on the Commencement Date will not violate or breach any non-competition agreement to which Employee is a party with any former employer in a manner that could result in the application of injunctive relief.

e. Notwithstanding any other provision of this Agreement: (i) no provision of this Agreement prohibits or restricts any employee from reporting possible violations of law or other whistleblower information to a government regulator or governmental agency (including the right to receive an award for information provided to any such government agencies); (ii) Carlyle’s consent is not required for such disclosure to a regulator or governmental agency; and (iii) notice to Carlyle is not required in the case of such whistleblower disclosure to a government regulator or government agency. Notwithstanding the foregoing, under no circumstance is Employee authorized to disclose information covered by Carlyle’s attorney-client privilege or attorney work product without Carlyle’s prior written consent.

f. The obligations under this Section 8 shall survive the termination or expiration of this Agreement and any termination of Employee's employment.

9. Indemnification. On the Effective Date, Employer and Employee are entering into an indemnification agreement consistent with the Employer's customary form for executive officers as of the Effective Date.

10. Non-Disparagement. Employer and Employee covenant and agree that, during the Term and thereafter, (a) Employee shall not disparage Carlyle, or its founders, employees, directors or businesses, and (b) Carlyle shall not authorize, and Carlyle's directors and executive officers shall not make, disparaging remarks about Employee. The previous sentence shall not apply, however, in the case of any statement that is made (i) in testimony pursuant to a court order, subpoena or legal process or (ii) to a court, mediator, government agency or arbitrator in connection with any litigation or dispute between Employer and Employee.

11. Non-Solicitation. Employee covenants and agrees that, both during the Term of Employee's employment with Employer and for a period of 12 months after the Termination Date (the "*Restricted Period*"), Employee will not, directly or indirectly, without the prior written consent of the Board: (a) participate in any capacity, including as an investor or an advisor, in any transaction that Carlyle or any of its affiliates was actively considering investing in or offering to invest in prior to the Termination Date; (b) solicit, contact or identify investors in any investment partnership, fund, vehicle or managed account controlled or advised by Carlyle or its affiliates (to the extent that Employee knows that such Person is an investor, directly or indirectly, in such partnership, fund, vehicle or managed account) on behalf of any Person; or (c) recruit, solicit, induce or seek to induce any then-current employee or member of Carlyle or its affiliates to become employed by Employee or any other Person; *provided* that, notwithstanding this Section 11, following the Termination Date, Employee may recruit, solicit or hire or induce or seek to induce or hire the individual referenced in Section 4.g.

12. Non-Competition. In consideration of the benefits and promises provided herein, Employee covenants and agrees that, during the Restricted Period, Employee will not, directly or indirectly, without the prior written consent of the Board, provide services to a "Competing Investment Business" (as defined below). For purposes of this Agreement, a "*Competing Investment Business*" shall mean any alternative asset management investment advisory business (whether stand-alone or part of a larger organization) or other business engaging in similar investment sponsorship activity (such as providing investment advisory services for the benefit of a special purpose acquisition company) and shall include, without limitation, any business engaging in the activities and business strategies of the investment funds, vehicles and accounts and other investment products, services and lines of business operated by or within Carlyle's business. Employee acknowledges and agrees that Carlyle's business is worldwide in scope and therefore this restriction governs Employee's activities anywhere in the world where Employee (a) provided services; (b) directly or indirectly supervised or managed business operations and/or employees; and/or (c) maintained client or investor relationships, in each case on behalf of Carlyle's business. Employee shall be deemed to be "providing services" to a Competing Investment Business if Employee provides services directly or indirectly, whether individually or through or by another person or an entity in which Employee is a director (or the equivalent), officer, employee, consultant, representative, agent or otherwise, to a Competing Investment Business. Employee shall not be deemed to be "providing services" to a Competing Investment Business if (i) the Competing Investment Business is a publicly traded entity and Employee's only relationship with such entity is an equity stake of five percent (5%) or less, or (ii) Employee indirectly holds an equity interest of five percent (5%) or less of the interests in a Competing Investment Business that is providing investment advisory services to a fund or similar investment vehicle in which Employee is a limited partner (or functional equivalent) with no direction or control over the investments of such fund or other investment vehicle. The

restrictions contained in this Section 12 do not prevent Employee from (A) managing Employee's personal investment activities that are not a Competing Investment Business and for which Employee receives no compensation in any form, or (B) participating in charitable, community, literary and artistic activities.

13. Enforcement of Restrictive Covenants.

a. Employee agrees that Sections 11 and 12 may briefly limit Employee's ability to earn a livelihood in a business similar to Carlyle's business, but Employee nevertheless hereby agrees and hereby acknowledges that the consideration provided to Employee in this Agreement is adequate to support the restrictions contained herein. Employee further agrees that the restrictions set forth in these Sections 11 and 12 are reasonable and necessary to protect Carlyle's confidential information (including trade secrets), goodwill and other legitimate business needs. In the event that any court or tribunal of competent jurisdiction shall determine these Sections 11 and 12 to be unenforceable or invalid for any reason, Employee and Carlyle agree that these Sections 11 and 12 shall be interpreted to extend only over the maximum period of time, geographic area and scope of activities for which it may be enforceable, as determined by such court or tribunal.

b. Employee agrees and acknowledges that Sections 10, 11 and 12 are a material inducement to Carlyle to enter into this Agreement and, as such, it is agreed by Carlyle and Employee that any violation of Sections 10, 11 and 12 by Employee will constitute a material breach of this Agreement and shall entitle Carlyle to cease making any payment pursuant to this Agreement, among other remedies. Employee and Carlyle further agree that the remedy at law for any breach or threatened breach of Sections 10, 11 and 12 by Employee may be inadequate, and that Carlyle shall, in addition to whatever other remedies Carlyle may have at law or in equity, be entitled (without posting bond or other security) to injunctive relief, specific performance and/or other equitable relief, as deemed appropriate by any court or tribunal of competent jurisdiction, to prevent a breach of Employee's obligations as set forth in Sections 10, 11 and 12. The obligations under Sections 10, 11 and 12 shall survive the termination of Employee's employment and the expiration or termination of this Agreement.

14. Cooperation.

a. Following the termination of Employee's employment with Employer for any reason, Employee shall provide reasonable cooperation to Employer and its affiliates in connection with (i) the orderly transfer of information known by Employee regarding his duties and (ii) any formal or informal dispute resolution effort, action, proceeding, investigation or litigation involving Carlyle or its affiliates relating to any matter that occurred during or prior to the Term in which Employee was involved or of which he has substantive knowledge; *provided* that Employee shall be reimbursed for any reasonable out-of-pocket costs incurred in connection with such cooperation (including any reasonable legal, accounting or other professional fees incurred by Employee subject to pre-approval by Employer not to be unreasonably withheld or delayed), and any such cooperation shall be at such times and in such locations as are reasonably acceptable to Employee taking into account his other professional and personal obligations. If Employee receives a subpoena or other request for information, Employee agrees to provide Employer with prompt notice of the subpoena or request so that Carlyle may take appropriate action to avoid or contest disclosure, unless Employee has been advised by counsel that providing such notice would violate applicable law or an applicable court order.

b. Following the termination of Employee's employment with Employer for any reason, Employer shall, and shall cause its affiliates to, provide reasonable cooperation to Employee in all matters relating to his interests and rights in, and obligation in respect of, Carlyle and any funds, investment vehicles and accounts whose investments are or were managed by Carlyle, including, by providing copies of all documents governing any such interests, rights and obligations and providing reasonable access to such Carlyle personnel as is reasonably requested by Employee to understand such interests, rights and obligations.

15. Governing Law. The validity of this Agreement and any of the terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York, without reference to any conflict of law or choice of law principles in the State of New York that might apply the law of another jurisdiction.

16. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages in ".pdf" form or other electronic signatures (including signatures via DocuSign) shall be deemed original signatures of this Agreement.

17. Arbitration.

a. Except as otherwise provided below or prohibited by applicable law, any dispute, claim or controversy arising in connection with or relating to this Agreement or otherwise in connection with or relating to Employee's employment with Employer (including any statutory claims), Employee's carried interest participation (if applicable), Employee's equity incentive awards in respect of The Carlyle Group Inc. (if applicable) and Employee's personal coinvestments (if applicable) shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (except as modified herein). No such arbitration proceedings shall be commenced or conducted until at least 60 days after the parties, in good faith, shall have attempted to resolve such dispute by mutual agreement. The parties hereby agree to endeavor in good faith to resolve any dispute by mutual agreement. If mutual agreement cannot be attained, any disputing party, by written notice to the other ("*Arbitration Notice*") may commence arbitration proceedings. Such arbitration shall be conducted before a single arbitrator mutually selected by the parties. A court of competent jurisdiction shall appoint any arbitrator who has not been appointed within 60 days after the date of the Arbitration Notice. Judgment may include costs and attorneys' fees and may be entered in any court of competent jurisdiction. The arbitration shall be conducted in New York, New York or such other location as Employer and Employee may agree, in the English language and all monetary awards shall be in Currency. Arbitration shall be the sole method of resolving disputes not settled by mutual agreement. The determination of the arbitrator shall be final, not subject to appeal, and binding on all parties and may be enforced by appropriate judicial order of any court of competent jurisdiction. The arbitration proceedings contemplated by this Agreement shall be confidential and private to the maximum extent permitted by law, and such confidentiality obligations shall be enforceable by injunction.

b. Notwithstanding the foregoing, in the event of any claim or controversy arising in connection with this Agreement for which the remedy is equitable or injunctive relief, unless otherwise prohibited by law, the aggrieved party shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction, including where necessary: (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of

its proprietary or confidential information, or to enforce the provisions of Sections 10, 11 and 12 of this Agreement; and (iv) to enforce any decision of the arbitrator, including the final award.

18. Provisions. Employer shall receive the benefit of all provisions of this Agreement on its own behalf and as trustee on behalf of all other relevant Carlyle entities and their portfolio companies.

19. Defend Trade Secrets Act Disclosure. By Employee's signature to this Agreement, Employee acknowledges that Employee has received and reviewed The Carlyle Group's Whistleblower Policy, a copy of which has been provided to Employee, and which, among other things, provides written notice to Employee of certain immunity provided by the Defend Trade Secrets Act, 18 U.S.C. § 1833(b).

20. Notices. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed to have been duly given and effective to the Employer when sent by email and confirmed via telephone to the General Counsel or Chief Human Resources Officer; if to Employee, when sent by email to the business or personal email address on file with the Employer and confirmed via telephone to the personal number on record with Employer.

21. Withholding. All payments hereunder will be subject to withholding of applicable federal, state and local income and employment taxes and other deductions, in each case, as required by law or as elected by Employee.

22. At-Will Employment. Employee's employment with Employer will be on an "at-will" basis, meaning that either Employee or Employer may terminate Employee's employment at any time and for any reason or no reason, subject to Employer's or Employee's obligations pursuant to Section 6 and Section 7. Further, Employee's continued employment, as well as Employee's participation in any benefit programs does not assure Employee of continuing employment with Employer. Employer also reserves the right to modify or amend the terms of its benefit plans at any time for any reason. This policy of at-will employment is the entire agreement as to the duration of Employee's employment and may only be modified upon an express written approval of Carlyle.

23. No Assignment. Employer shall not, without Employee's consent, assign any of Employer's rights, interests, obligations or entitlements under this Agreement to any Person other than a commonly controlled affiliate of Employer in connection with an internal reorganization of Carlyle. This Agreement will be binding on all successors and assigns of Employer and Carlyle. Employee may not assign any of Employee's rights or obligations under this Agreement.

24. Headings. The section headings in this Agreement are for convenience of reference only and will in no event affect the meaning or interpretation of this Agreement.

25. Duration of Terms. The respective rights and obligations of the parties hereunder will survive any termination of Employee's employment and the termination of the Term to the extent necessary to give effect to such rights and obligations.

26. Entire Agreement. This Agreement and the documents and Attachments referenced herein: (a) constitute the entire agreement among Employer and Employee with respect to the subject matter hereof; (b) supersede any prior agreement or understanding among or between them with respect to such subject matter; and (c) may not be amended except in a writing signed by both Employer and Employee.

27. Legal Fees. Employer shall, within 30 days of receipt of an invoice therefore, directly pay reasonable legal fees incurred by Employee in the course of negotiating this Agreement (and matters ancillary thereto).

28. Section 409A. The intent of the parties is that the payments and benefits that are eligible to be received under this Agreement shall comply with or be exempt from the applicable requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and other interpretive guidance issued thereunder (“*Section 409A*”), and, accordingly, to the maximum extent permitted, this Agreement will be administered and interpreted in accordance with such intent. Each payment made under this Agreement shall be designated as a “separate payment” within the meaning of Section 409A. Except as permitted by Section 409A, (a) Employee’s right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (b) the amount of Employee’s expenses eligible for reimbursement, or in-kind benefits provided, during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (c) in no event shall any expenses be reimbursed after the last day of the calendar year following the year in which Employee incurred such expenses. In no event whatsoever shall Carlyle be liable for any tax, interest or penalties that may be imposed on Employee by Section 409A. Notwithstanding any provisions of this Agreement to the contrary, if Employee is a “specified employee” (within the meaning of Section 409A and determined pursuant to any policies adopted by Carlyle consistent with Section 409A) at the time of Employee’s separation from service, and if any portion of the payments or benefits to be received by Employee upon separation from service would be considered deferred compensation under Section 409A and cannot be paid or provided to Employee without Employee incurring taxes, interest or penalties under Section 409A, amounts that would otherwise be payable pursuant to this Agreement and benefits that would otherwise be provided pursuant to this Agreement, in each case, during the six-month period immediately following Employee’s separation from service will instead be paid or made available on the earlier of (a) the first business day of the seventh month following the date of Employee’s separation from service or (b) Employee’s death.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company, Employer, and Employee each have executed this Agreement as of the Effective Date.

COMPANY:

THE CARLYLE GROUP INC.

By: /s/ Jeffrey W. Ferguson

Name: Jeffrey W. Ferguson

Title: General Counsel

EMPLOYER:

THE CARLYLE GROUP EMPLOYEE CO., L.L.C.

By: /s/ Jeffrey W. Ferguson

Name: Jeffrey W. Ferguson

Title: General Counsel

EMPLOYEE:

/s/ Harvey M. Schwartz

Harvey M. Schwartz

**The Carlyle Group Inc. Amended and Restated
2012 Equity Incentive Plan**

Form of Global Restricted Stock Unit Agreement

Participant:

Date of Grant:

Number of RSUs:

1. **Grant of RSUs.** The Carlyle Group Inc. (the “Company”) hereby grants the number of restricted stock units (the “RSUs”) listed above to the Participant (the “Award”), effective as of [] (the “Date of Grant”), on the terms and conditions hereinafter set forth in this agreement including Appendix A, which includes any applicable country-specific provisions (together, the “Award Agreement”). This grant is made pursuant to the terms of The Carlyle Group Inc. Amended and Restated 2012 Equity Incentive Plan (as amended, modified or supplemented from time to time, the “Plan”), which is incorporated herein by reference and made a part of this Award Agreement. Each RSU represents the unfunded, unsecured right of the Participant to receive a Share on the delivery date(s) specified in Section 4 hereof.

2. **Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

(a) “**Cause**” shall mean the determination by the Administrator in its sole discretion that the Participant has (i) engaged in gross negligence or willful misconduct in the performance of the Participant’s duties, (ii) willfully engaged in conduct that the Participant knows or, based on facts known to the Participant, should know is materially injurious to the Company or any of its Affiliates, (iii) materially breached any material provision of the Participant’s employment agreement or offer letter with the Company or its Affiliates, (iv) breached any Restrictive Covenant Agreement or any other restrictive covenant obligation owed by the Participant to the Company or any of its Affiliates, including, but not limited to, any restrictions relating to the Participant’s non-competition, non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information, (v) engaged in fraud or other conduct in bad faith that contributed to a financial restatement or irregularity, (vi) been convicted of, or entered a plea bargain or settlement admitting guilt for, fraud, embezzlement, or any other felony under the laws of the United States or of any state or the District of Columbia or any other country or any jurisdiction of any other country (but specifically excluding felonies involving a traffic violation), (vii) been the subject of any order, judicial or administrative, obtained or issued by the U.S. Securities and Exchange Commission (“**SEC**”) or similar agency or tribunal of any country, for any securities violation involving insider trading, fraud, misappropriation, dishonesty or willful misconduct (including, for example, any such order consented to by the Participant in which findings of facts or any legal conclusions establishing liability are neither admitted nor denied), or (viii) discussed the Company’s (or its Affiliates’) fundraising efforts, or the name of any fund vehicle that has not had a final closing of commitments, to any reporter or representative of any press or other public media.

(b) “**Detrimental Activity**” shall mean any of the following: (i) a termination of the Participant’s Service for Cause or the Participant engaging in any activity that would be grounds to terminate the Participant’s Service for Cause (whether or not any termination of the Participant’s Service occurs); or (ii) a breach of any Restrictive Covenant Agreement or any other restrictive covenant obligation owed by the Participant to the

Company or any of its Affiliates, including, but not limited to, any restrictions relating to the Participant's non-competition, non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information.

(c) "Qualifying Event" shall mean, during the Participant's Services with the Company and its Affiliates, the Participant's death or Disability.

(d) "Restrictive Covenant Agreement" shall mean any agreement (including, without limitation, this Award Agreement), and any attachments or schedules thereto, entered into by and between the Participant and the Company or its Affiliates, pursuant to which the Participant has agreed, among other things, to certain restrictions relating to non-competition (if applicable), non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information, in order to protect the business of the Company and its Affiliates.

(e) "Vested RSUs" shall mean those RSUs which have become vested pursuant to Section 3 or otherwise pursuant to the Plan or this Award Agreement.

(f) "Vesting Dates" shall mean each of the vesting dates set forth in Section 4(a) hereof.

3. Vesting.

(a) *Vesting – General*. Subject to the Participant's continued Services with the Company and its Affiliates, the Award shall vest on the applicable Vesting Dates as follows:

(i) The RSUs granted hereunder shall vest in installments on each Vesting Date as set forth in Section 4(a) hereof.

(b) *Vesting – Death or Disability*. Upon the occurrence of a Qualifying Event, 100% of the RSUs granted hereunder shall vest (to the extent not previously vested) upon the date of such Qualifying Event.

(c) *Vesting – Terminations*. Except as otherwise set forth in Sections 3(b) or 5, in the event the Participant's Services with the Company and its Affiliates are terminated for any reason, the portion of the Award that has not yet vested pursuant to Sections 3(a), 3(b) or 5 hereof (or otherwise pursuant to the Plan) shall be cancelled immediately and the Participant shall automatically forfeit all rights with respect to such portion of the Award as of the date of such termination. For purposes of this provision, the effective date of termination of the Participant's Services will be determined in accordance with Section 8(k) hereof.

4. Vesting and Delivery Dates.

(a) *Delivery – General*. The Company shall, on or within 30 days following a Vesting Date, deliver (or cause delivery to be made) to the Participant the Shares underlying the RSUs that vest and become Vested RSUs on such Vesting Date. The general vesting and delivery terms with respect to the RSUs are set forth in the table below.

<u>Vesting Dates</u>	<u>Annual Vesting / Delivery</u>	<u>Cumulative Vesting / Delivery</u>

(b) *Delivery – Death or Disability.* Upon the occurrence of a Qualifying Event, the Company shall, within 30 days following the date of such event, deliver (or cause delivery of) Shares to the Participant in respect of 100% of the RSUs which vest and become Vested RSUs on such date.

(c) *Delivery – Terminations.* Except as otherwise set forth in Section 4(b) or 4(d), in the event the Participant's Services with the Company and its Affiliates are terminated for any reason, the Company shall within 30 days following the date of such termination, deliver (or cause delivery of) Shares to the Participant in respect of any then outstanding Vested RSUs.

(d) *Forfeiture; Clawback.* Notwithstanding anything to the contrary herein, if the Administrator determines in its sole discretion that the Participant has engaged in Detrimental Activity (i) all outstanding RSUs (whether or not vested) shall immediately terminate and be forfeited without consideration upon the date of such determination and no further Shares with respect of the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs, (ii) to the extent permitted under applicable law, any Shares that have previously been delivered to the Participant or the Participant's legal representative, beneficiaries or heirs pursuant to the Award and which are still held by the Participant or the Participant's legal representative, or beneficiaries or heirs as of the date of such determination by the Administrator shall also immediately terminate and be forfeited without consideration and (iii) the Administrator may require that the Participant forfeit any proceeds realized within the one (1) year period preceding the date of such determination on the disposition of any Shares received in settlement of the Award, and repay such proceeds to the Company within thirty (30) days following the Company's demand therefor. Without limiting the foregoing, the Award and all Shares issued in respect thereof shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with applicable law and/or the Company's clawback and recoupment policies as in effect from time to time.

5. Change in Control. Notwithstanding anything to the contrary herein, in the event of the Participant's involuntary termination of Service by the Company without Cause that occurs within twelve (12) months following a Change in Control, 100% of the RSUs granted hereunder which then remain outstanding shall vest (to the extent not previously vested) upon the date of such termination of Service and the Shares underlying such Vested RSUs shall be delivered in accordance with Section 4(c), subject to any required delay pursuant to Section 17 of the Plan.

6. No Dividends or Distributions on RSUs. No dividends or other distributions shall accrue or become payable with respect to any RSUs prior to the date upon which the Shares underlying the RSUs are issued or transferred to the Participant.

7. Adjustments Upon Certain Events. The Administrator shall make certain substitutions or adjustments to any RSUs subject to this Award Agreement pursuant to Section 9 of the Plan.

8. Nature of Grant. In accepting the grant, the Participant acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;

(d) the granting of the RSUs evidenced by this Award Agreement shall impose no obligation on the Company or any Affiliate to continue the Services of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Services of such Participant;

(e) the Participant is voluntarily participating in the Plan;

(f) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(h) the RSUs should in no event be considered as compensation for, or relating in any way to, past services for the Company, the Employer (as defined in Section 15 of this Award Agreement) or any Affiliate or predecessor;

(i) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the Services Participant may provide as a director of an Affiliate;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(k) in the event of termination of the Participant's Services for any reason, except as set forth in Sections 3(b), 4(b) or 5 (whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), unless otherwise determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, will terminate effective as of the date that the Participant is no longer actively providing Services and will not be extended by any notice period (e.g., active Services would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed,

or the terms of the Participant's employment agreement, if any); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively providing Services for purposes of the RSUs grant (including whether the Participant may still be considered to be providing Services while on an approved leave of absence); and

(l) in addition to the provisions above in this Section 8, the following provisions apply if the Participant is providing Services outside the United States:

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of the Participant's Services as set forth in Section 3(c), 4(c) or 4(d) above for any reason (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the RSUs, the Participant agrees not to institute any claim against the Company or any Affiliate;

(ii) the RSUs and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose; and

(iii) neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

9. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

10. **Data Privacy Information and Consent.** *The Company is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A. and grants employees of the Company and its Affiliates RSUs, at the Company's sole discretion. If the Participant would like to participate in the Plan, please review the following information about the Company's data processing practices and declare the Participant's consent.*

(a) Data Collection and Usage: *The Company collects, processes and uses personal data of Participants, including name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs, canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer. If the Company offers the Participant a grant of RSUs under the Plan, then the Company will collect the Participant's personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data would be his or her consent.*

(b) Stock Plan Administration Service Providers: *The Company transfers participant data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a*

similar manner. The Company's service provider will open an account for the Participant to receive and trade Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.

(c) **International Data Transfers:** The Company and its service providers are based in the United States. If the Participant is outside the United States, the Participant should note that his or her country has enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of the Participant's personal data is his or her consent.

(d) **Data Retention:** The Company will use the Participant's personal data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws.

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal:** The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's salary as an employee or his or her career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Data Subject Rights:** The Participant has a number of rights under data privacy laws in his or her country. Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of personal data of the Company processes, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing, (v) portability of data, (vi) lodge complaints with competent authorities in the Participant's country, and/or (vii) a list with the names and address of any potential recipients of the Participant's data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights please contact the Company at The Carlyle Group Inc., 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A., Attention: Equity Management.

If the Participant agrees with the data processing practices as described in this notice, please declare the Participant's consent by clicking the "Accept Award" button on the Morgan Stanley award acceptance page or signing below.

11. **No Rights of a Holder of Shares.** Except as otherwise provided herein, the Participant shall not have any rights as a holder of Shares until such Shares have been issued or transferred to the Participant.

12. **Restrictions.** Any Shares issued or transferred to the Participant or to the Participant's beneficiary pursuant to Section 4 of this Award Agreement (including, without limitation, following the Participant's death or Disability) shall be subject to such stop transfer orders and other restrictions as the Administrator may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Shares are listed and any applicable U.S. or non-U.S. federal, state or local laws, and the Administrator may cause a notation or notations to be put entered into the books and records of the Company to make appropriate reference to such restrictions. Without limiting the generality of the forgoing, a Participant's ability to sell or transfer the Shares shall be subject to such trading policies or limitations as the Administrator may, in its sole discretion, impose from time

to time on current or former senior professionals, employees, consultants, directors, members, partners or other service providers of the Company or of any of its Affiliates.

13. Transferability. Unless otherwise determined or approved by the Administrator, no RSUs may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted by this Section 13 shall be void and unenforceable against the Company or any Affiliate.

14. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14):

(a) If to the Company, to:

The Carlyle Group Inc.
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Attention: General Counsel
Fax: (202) 315-3678

(b) If to the Participant, to the address appearing in the personnel records of the Company or any Affiliate.

15. Withholding. The Participant acknowledges that he or she may be required to pay to the Company or, if different, an Affiliate that employs the Participant (the "Employer"), and that the Company, the Employer, or any Affiliate shall have the right and are hereby authorized to withhold from any compensation or other amount owing to the Participant, applicable income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items (including taxes that are imposed on the Company or the Employer as a result of the Participant's participation in the Plan but are deemed by the Company or the Employer to be an appropriate charge to the Participant) (collectively, "Tax-Related Items"), with respect to any issuance, transfer, or other taxable event under this Award Agreement or under the Plan and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such Tax-Related Items. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to the grant or vesting of the RSUs and the subsequent sale of Shares acquired upon settlement of the Vested RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve a particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Without limiting the foregoing, the Administrator may, from time to time, permit the Participant to make arrangements prior to any Vesting Date described herein to pay the applicable Tax-Related Items in a manner prescribed by the Administrator prior to the applicable Vesting Date; provided that, unless otherwise determined by the Administrator, any such payment or estimate must be received by the Company prior to an applicable Vesting Date. Additionally, the Participant authorizes the Company and/or the Employer to satisfy the obligations with regard to all Tax-

Related Items by withholding from proceeds of the sale of Shares acquired upon settlement of the Vested RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization). Depending on the withholding method, the Company and/or the Employer may withhold or account for the Tax-Related Items by considering minimum statutory withholding amounts or other applicable withholding rates in the Participant's jurisdiction(s), including maximum applicable rates. In the event of overwithholding, the Participant may receive a refund of any over-withheld amount in cash through the Employer's normal payroll process (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may seek a refund from the applicable tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. The Participant acknowledges that, regardless of any action taken by the Company, the Employer, or any Affiliate the ultimate liability for all Tax-Related Items, is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

16. Choice of Law; Venue. The interpretation, performance and enforcement of this Award Agreement shall be governed by the law of the State of New York without regard to its conflict of law provisions. Any and all disputes, controversies or issues arising out of, concerning or relating to this Award, this Award Agreement or the relationship between the parties evidenced by the Award Agreement, including, without limitation, disputes, controversies or issues arising out of, concerning or relating to the construction, interpretation, breach or enforcement of this Award Agreement, shall be brought exclusively in the courts in the State of New York, City and County of New York, including the Federal Courts located therein (should Federal jurisdiction exist). Each of the parties hereby expressly represents and agrees that it/he/she is subject to the personal jurisdiction of said courts, irrevocably consents to the personal jurisdiction of such courts; and waives to the fullest extent permitted by law any objection which it/he/she may now or hereafter have that the laying of the venue of any legal lawsuit or proceeding related to such dispute, controversy or issue that is brought in any such court is improper or that such lawsuit or proceeding has been brought in an inconvenient forum.

17. WAIVER OF RIGHT TO JURY TRIAL. AS SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AWARD AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS/HIS/HER CHOICE), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING ARISING OUT OF, CONCERNING OR RELATING TO THIS AWARD, THIS AWARD AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES EVIDENCED BY THIS AWARD AGREEMENT AND/OR THE MATTERS CONTEMPLATED THEREBY.

18. Subject to Plan. By entering into this Award Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. All RSUs and Shares issued or transferred with respect thereof are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

19. Entire Agreement. This Award Agreement contains the entire understanding between the parties with respect to the RSUs granted hereunder (including, without limitation, the vesting and delivery schedules and other terms described herein and in Appendix A), and hereby replaces and supersedes any prior communication and arrangements between the Participant and the Company or any of its Affiliates with respect to the matters set forth herein and any other pre-existing economic or other arrangements between the Participant and the

Company or any of its Affiliates, unless otherwise explicitly provided for in any other agreement that the Participant has entered into with the Company or any of its Affiliates and that is set forth on Schedule A hereto. Unless set forth on Schedule A hereto, no such other agreement entered into prior to the Date of Grant shall have any effect on the terms of this Award Agreement.

20. Modifications. Notwithstanding any provision of this Award Agreement to the contrary, the Company reserves the right to modify the terms and conditions of this Award Agreement, including, without limitation, the timing or circumstances of the issuance or transfer of Shares to the Participant hereunder, to the extent such modification is determined by the Company to be necessary to comply with applicable law or preserve the intended deferral of income recognition with respect to the RSUs until the issuance or transfer of Shares hereunder.

21. Signature in Counterparts; Electronic Acceptance. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Alternatively, this Award Agreement may be granted to and accepted by the Participant electronically.

22. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

23. Compliance with Law. Notwithstanding any other provision of this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the SEC or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and the Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

24. Language. The Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms and conditions of this Award Agreement. Furthermore, if the Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

25. Severability. The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

26. Appendix. Notwithstanding any provisions in this Award Agreement, the RSUs grant shall be subject to any additional terms and conditions set forth in Appendix A to this Award Agreement for the Participant's country. Moreover, if the Participant relocates to another

country, any additional terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Award Agreement.

27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

28. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Participant or any other participant.

29. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that, depending on his or her country of residence, or broker's country of residence, or where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of Shares or rights to Shares (e.g., RSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions or Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by the Participant before possessing inside information. Furthermore, the Participant understands that he or she may be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant should speak to his or her personal advisor on this matter.

30. Foreign Asset/Account Reporting. The Participant's country of residence may have certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold RSUs under the Plan or cash received from participating in the Plan (including sales proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such amounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to the Participant's country through a designated broker or bank within a certain time after receipt. The Participant is responsible for ensuring compliance with such regulations and should speak with his or her personal legal advisor regarding this matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement.¹

The Carlyle Group Inc.

By: _____
Name:
Title:

¹ If this Award Agreement is delivered to the Participant electronically, the Participant's electronic acceptance of the Award Agreement (pursuant to instructions separately communicated to the Participant) shall constitute acceptance of the Award Agreement and shall be binding on the Participant and the Company in lieu of any required signatures to this Award Agreement.

**The Carlyle Group Inc. Amended and Restated
2012 Equity Incentive Plan**

Form of Global Restricted Stock Unit Agreement

Participant:

Date of Grant:

Number of RSUs:

1. **Grant of RSUs.** The Carlyle Group Inc. (the “Company”) hereby grants the number of restricted stock units (the “RSUs”) listed above to the Participant (the “Award”), effective as of [____] (the “Date of Grant”), on the terms and conditions hereinafter set forth in this agreement including any Appendix hereto, which includes any applicable country-specific provisions (collectively, the “Award Agreement”). This grant is made pursuant to the terms of The Carlyle Group Inc. Amended and Restated 2012 Equity Incentive Plan (as amended, modified or supplemented from time to time, the “Plan”), which is incorporated herein by reference and made a part of this Award Agreement. Each RSU represents the unfunded, unsecured right of the Participant to receive a Share on the delivery date(s) specified in Section 4 hereof. Due to local legal requirements, the Participant must accept this Award Agreement by no later than March 24, 2023 or this Award shall terminate and shall become null and void.

2. **Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

(a) “Cause” shall mean the determination by the Administrator in its sole discretion that the Participant has (i) engaged in gross negligence or willful misconduct in the performance of the Participant’s duties, (ii) willfully engaged in conduct that the Participant knows or, based on facts known to the Participant, should know is materially injurious to the Company or any of its Affiliates, (iii) materially breached any material provision of the Participant’s employment agreement or offer letter with the Company or its Affiliates, (iv) breached any Restrictive Covenant Agreement or any other restrictive covenant obligation owed by the Participant to the Company or any of its Affiliates, including, but not limited to, any restrictions relating to the Participant’s non-competition, non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information, (v) engaged in fraud or other conduct in bad faith that contributed to a financial restatement or irregularity, (vi) been convicted of, or entered a plea bargain or settlement admitting guilt for, fraud, embezzlement, or any other felony under the laws of the United States or of any state or the District of Columbia or any other country or any jurisdiction of any other country (but specifically excluding felonies involving a traffic violation), (vii) been the subject of any order, judicial or administrative, obtained or issued by the U.S. Securities and Exchange Commission (“SEC”) or similar agency or tribunal of any country, for any securities violation involving insider trading, fraud, misappropriation, dishonesty or willful misconduct (including, for example, any such order consented to by the Participant in which findings of facts or any legal conclusions establishing liability are neither admitted nor denied), or (viii) discussed the Company’s (or its Affiliates’) fundraising efforts, or the name of any fund vehicle that has not had a final closing of commitments, to any reporter or representative of any press or other public media.

(b) “Detrimental Activity” shall mean any of the following: (i) a termination of the Participant’s Service for Cause or the Participant engaging in any activity that would be

grounds to terminate the Participant's Service for Cause (whether or not any termination of the Participant's Service occurs); or (ii) a breach of any Restrictive Covenant Agreement or any other restrictive covenant obligation owed by the Participant to the Company or any of its Affiliates, including, but not limited to, any restrictions relating to the Participant's non-competition, non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information.

(c) "Qualifying Event" shall mean, during the Participant's Services with the Company and its Affiliates, the Participant's death or Disability.

(d) "Restrictive Covenant Agreement" shall mean any agreement (including, without limitation, this Award Agreement), and any attachments or schedules thereto, entered into by and between the Participant and the Company or its Affiliates, pursuant to which the Participant has agreed, among other things, to certain restrictions relating to non-competition (if applicable), non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information, in order to protect the business of the Company and its Affiliates.

(e) "Vested RSUs" shall mean those RSUs which have become vested pursuant to Section 3 or otherwise pursuant to the Plan or this Award Agreement.

(f) "Vesting Dates" shall mean each of the vesting dates set forth in Section 4(a) hereof.

3. Vesting.

(a) *Vesting – General.* Subject to the Participant's continued Services with the Company and its Affiliates, the Award shall vest on the applicable Vesting Dates as follows:

(i) The RSUs granted hereunder shall vest in installments on each Vesting Date as set forth in Section 4(a) hereof.

(b) *Vesting – Death or Disability.* Upon the occurrence of a Qualifying Event, 100% of the RSUs granted hereunder shall vest (to the extent not previously vested) upon the date of such Qualifying Event.

(c) *Vesting – Terminations.* Except as otherwise set forth in Sections 3(b) or 5, in the event the Participant's Services with the Company and its Affiliates are terminated for any reason, the portion of the Award that has not yet vested pursuant to Sections 3(a), 3(b) or 5 hereof (or otherwise pursuant to the Plan) shall be cancelled immediately and the Participant shall automatically forfeit all rights with respect to such portion of the Award as of the date of such termination. For purposes of this provision, the effective date of termination of the Participant's Services will be determined in accordance with Section 8(k) hereof.

4. Vesting and Delivery Dates; Transfer Restrictions.

(a) *Delivery – General.* The Company shall, on or within 30 days following a Vesting Date, deliver (or cause delivery to be made) to the Participant the Shares underlying the RSUs that vest and become Vested RSUs on such Vesting Date. The general vesting and delivery terms with respect to the RSUs are set forth in the table below.

<u>Vesting Dates</u>	<u>Annual Vesting / Delivery</u>	<u>Cumulative Vesting / Delivery</u>

(b) *Delivery – Death or Disability.* Upon the occurrence of a Qualifying Event, the Company shall, within 30 days following the date of such event, deliver (or cause delivery of) Shares to the Participant in respect of 100% of the RSUs which vest and become Vested RSUs on such date.

(c) *Delivery – Terminations.* Except as otherwise set forth in Section 4(b) or 4(d), in the event the Participant's Services with the Company and its Affiliates are terminated for any reason, the Company shall within 30 days following the date of such termination, deliver (or cause delivery of) Shares to the Participant in respect of any then outstanding Vested RSUs.

(d) *Forfeiture; Clawback.* Notwithstanding anything to the contrary herein, if the Administrator determines in its sole discretion that the Participant has engaged in Detrimental Activity (i) all outstanding RSUs (whether or not vested) shall immediately terminate and be forfeited without consideration upon the date of such determination and no further Shares with respect of the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs, (ii) to the extent permitted under applicable law, any Shares that have previously been delivered to the Participant or the Participant's legal representative, beneficiaries or heirs pursuant to the Award and which are still held by the Participant or the Participant's legal representative, or beneficiaries or heirs as of the date of such determination by the Administrator shall also immediately terminate and be forfeited without consideration and (iii) the Administrator may require that the Participant forfeit any proceeds realized within the one (1) year period preceding the date of such determination on the disposition of any Shares received in settlement of the Award, and repay such proceeds to the Company within thirty (30) days following the Company's demand therefor (subject to the conditions set forth in Appendix B). Without limiting the foregoing, the Award and all Shares issued in respect thereof shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with applicable law and/or the Company's clawback and recoupment policies as in effect from time to time.

(e) *Transfer Restrictions for 25% of Vested RSUs.* Following any delivery of Shares in respect of Vested RSUs in accordance with this Section 4, 25% of such Shares (calculated on a pre-tax basis, determined without regard to any withholding or sale of Shares to cover taxes thereon) must be retained by the Participant and shall not be transferable until the earliest to occur of (i) the first anniversary of the date of the Participant's termination of Services, (ii) the first anniversary of the final Vesting Date under this Award Agreement, (iii) a Change in Control or (iv) a Qualifying Event.

5. Change in Control. Notwithstanding anything to the contrary herein, in the event of the Participant's involuntary termination of Service by the Company without Cause that occurs within twelve (12) months following a Change in Control, 100% of the RSUs granted hereunder which then remain outstanding shall vest (to the extent not previously vested) upon the date of such termination of Service and the Shares underlying such Vested RSUs shall be

delivered in accordance with Section 4(c), subject to any required delay pursuant to Section 17 of the Plan.

6. No Dividends or Distributions on RSUs. No dividends or other distributions shall accrue or become payable with respect to any RSUs prior to the date upon which the Shares underlying the RSUs are issued or transferred to the Participant.

7. Adjustments Upon Certain Events. The Administrator shall make certain substitutions or adjustments to any RSUs subject to this Award Agreement pursuant to Section 9 of the Plan.

8. Nature of Grant. In accepting the grant, the Participant acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;

(d) the granting of the RSUs evidenced by this Award Agreement shall impose no obligation on the Company or any Affiliate to continue the Services of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Services of such Participant;

(e) the Participant is voluntarily participating in the Plan;

(f) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(h) the RSUs should in no event be considered as compensation for, or relating in any way to, past services for the Company, the Employer (as defined in Section 15 of this Award Agreement) or any Affiliate or predecessor;

(i) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the Services Participant may provide as a director of an Affiliate;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(k) in the event of termination of the Participant's Services for any reason, except as set forth in Sections 3(b), 4(b) or 5 (whether or not later to be found invalid or in

breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), unless otherwise determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, will terminate effective as of the date that the Participant is no longer actively providing Services and will not be extended by any notice period (e.g., active Services would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed, or the terms of the Participant's employment agreement, if any); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively providing Services for purposes of the RSUs grant (including whether the Participant may still be considered to be providing Services while on an approved leave of absence); and

(l) in addition to the provisions above in this Section 8, the following provisions apply if the Participant is providing Services outside the United States:

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of the Participant's Services as set forth in Section 3(c), 4(c) or 4(d) above for any reason (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the RSUs, the Participant agrees not to institute any claim against the Company or any Affiliate;

(ii) the RSUs and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose; and

(iii) neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

9. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

10. **Data Privacy Information and Consent.** *The Company is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A. and grants employees of the Company and its Affiliates RSUs, at the Company's sole discretion. If the Participant would like to participate in the Plan, please review the following information about the Company's data processing practices and declare the Participant's consent.*

(a) Data Collection and Usage: *The Company collects, processes and uses personal data of Participants, including name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs, canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer. If the Company offers the Participant a grant of RSUs under the Plan, then the Company will collect the Participant's personal data for purposes of allocating Shares and implementing,*

administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data would be his or her consent.

(b) **Stock Plan Administration Service Providers:** The Company transfers participant data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive and trade Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.

(c) **International Data Transfers:** The Company and its service providers are based in the United States. If the Participant is outside the United States, the Participant should note that his or her country has enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of the Participant's personal data is his or her consent.

(d) **Data Retention:** The Company will use the Participant's personal data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws.

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal:** The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's salary as an employee or his or her career; the Participant would merely forfeit the opportunities associated with the Plan.

(f) **Data Subject Rights:** The Participant has a number of rights under data privacy laws in his or her country. Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of personal data of the Company processes, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing, (v) portability of data, (vi) lodge complaints with competent authorities in the Participant's country, and/or (vii) a list with the names and address of any potential recipients of the Participant's data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights please contact the Company at The Carlyle Group Inc., 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A., Attention: Equity Management.

If the Participant agrees with the data processing practices as described in this notice, please declare the Participant's consent by clicking the "Accept Award" button on the Morgan Stanley award acceptance page or signing below.

11. **No Rights of a Holder of Shares.** Except as otherwise provided herein, the Participant shall not have any rights as a holder of Shares until such Shares have been issued or transferred to the Participant.

12. **Restrictions.** Any Shares issued or transferred to the Participant or to the Participant's beneficiary pursuant to Section 4 of this Award Agreement (including, without limitation, following the Participant's death or Disability) shall be subject to such stop transfer

orders and other restrictions as the Administrator may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Shares are listed and any applicable U.S. or non-U.S. federal, state or local laws, and the Administrator may cause a notation or notations to be put entered into the books and records of the Company to make appropriate reference to such restrictions. Without limiting the generality of the forgoing, a Participant's ability to sell or transfer the Shares shall be subject to such trading policies or limitations as the Administrator may, in its sole discretion, impose from time to time on current or former senior professionals, employees, consultants, directors, members, partners or other service providers of the Company or of any of its Affiliates.

13. Transferability. Unless otherwise determined or approved by the Administrator, no RSUs may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted by this Section 13 shall be void and unenforceable against the Company or any Affiliate.

14. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14):

(a) If to the Company, to:

The Carlyle Group Inc.
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Attention: General Counsel
Fax: (202) 315-3678

(b) If to the Participant, to the address appearing in the personnel records of the Company or any Affiliate.

15. Withholding. The Participant acknowledges that he or she may be required to pay to the Company or, if different, an Affiliate that employs the Participant (the "Employer"), and that the Company, the Employer, or any Affiliate shall have the right and are hereby authorized to withhold from any compensation or other amount owing to the Participant, applicable income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items (including taxes that are imposed on the Company or the Employer as a result of the Participant's participation in the Plan but are deemed by the Company or the Employer to be an appropriate charge to the Participant) (collectively, "Tax-Related Items"), with respect to any issuance, transfer, or other taxable event under this Award Agreement or under the Plan and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such Tax-Related Items. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to the grant or vesting of the RSUs and the subsequent sale of Shares acquired upon settlement of the Vested RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve a particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may

be required to withhold or account for Tax-Related Items in more than one jurisdiction. Without limiting the foregoing, the Administrator may, from time to time, permit the Participant to make arrangements prior to any Vesting Date described herein to pay the applicable Tax-Related Items in a manner prescribed by the Administrator prior to the applicable Vesting Date; provided that, unless otherwise determined by the Administrator, any such payment or estimate must be received by the Company prior to an applicable Vesting Date. Additionally, the Participant authorizes the Company and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of Shares acquired upon settlement of the Vested RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization). Depending on the withholding method, the Company and/or the Employer may withhold or account for the Tax-Related Items by considering minimum statutory withholding amounts or other applicable withholding rates in the Participant's jurisdiction(s), including maximum applicable rates. In the event of overwithholding, the Participant may receive a refund of any over-withheld amount in cash through the Employer's normal payroll process (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may seek a refund from the applicable tax authorities. In the event of underwithholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. The Participant acknowledges that, regardless of any action taken by the Company, the Employer, or any Affiliate the ultimate liability for all Tax-Related Items, is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

16. Choice of Law; Venue. The interpretation, performance and enforcement of this Award Agreement shall be governed by the law of the State of New York without regard to its conflict of law provisions. Any and all disputes, controversies or issues arising out of, concerning or relating to this Award, this Award Agreement or the relationship between the parties evidenced by the Award Agreement, including, without limitation, disputes, controversies or issues arising out of, concerning or relating to the construction, interpretation, breach or enforcement of this Award Agreement, shall be brought exclusively in the courts in the State of New York, City and County of New York, including the Federal Courts located therein (should Federal jurisdiction exist). Each of the parties hereby expressly represents and agrees that it/he/she is subject to the personal jurisdiction of said courts, irrevocably consents to the personal jurisdiction of such courts; and waives to the fullest extent permitted by law any objection which it/he/she may now or hereafter have that the laying of the venue of any legal lawsuit or proceeding related to such dispute, controversy or issue that is brought in any such court is improper or that such lawsuit or proceeding has been brought in an inconvenient forum.

17. WAIVER OF RIGHT TO JURY TRIAL. AS SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AWARD AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS/HIS/HER CHOICE), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING ARISING OUT OF, CONCERNING OR RELATING TO THIS AWARD, THIS AWARD AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES EVIDENCED BY THIS AWARD AGREEMENT AND/OR THE MATTERS CONTEMPLATED THEREBY.

18. Subject to Plan. By entering into this Award Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. All RSUs and Shares issued or transferred with respect thereof are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

19. Entire Agreement. This Award Agreement contains the entire understanding between the parties with respect to the RSUs granted hereunder (including, without limitation, the vesting and delivery schedules and other terms described herein and in each Appendix attached hereto), and hereby replaces and supersedes any prior communication and arrangements between the Participant and the Company or any of its Affiliates with respect to the matters set forth herein and any other pre-existing economic or other arrangements between the Participant and the Company or any of its Affiliates, unless otherwise explicitly provided for in any other agreement that the Participant has entered into with the Company or any of its Affiliates and that is set forth on Schedule A hereto. Unless set forth on Schedule A hereto, no such other agreement entered into prior to the Date of Grant shall have any effect on the terms of this Award Agreement.

20. Modifications. Notwithstanding any provision of this Award Agreement to the contrary, the Company reserves the right to modify the terms and conditions of this Award Agreement, including, without limitation, the timing or circumstances of the issuance or transfer of Shares to the Participant hereunder, to the extent such modification is determined by the Company to be necessary to comply with applicable law or preserve the intended deferral of income recognition with respect to the RSUs until the issuance or transfer of Shares hereunder.

21. Signature in Counterparts; Electronic Acceptance. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Alternatively, this Award Agreement may be granted to and accepted by the Participant electronically (including via DocuSign).

22. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

23. Compliance with Law. Notwithstanding any other provision of this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the SEC or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and the Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

24. Language. The Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms and conditions of this Award Agreement. Furthermore, if the Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.

25. Severability. The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

26. Appendix. Notwithstanding any provisions in this Award Agreement, the RSUs grant shall be subject to any additional terms and conditions set forth in each Appendix to this Award Agreement for the Participant's country. Moreover, if the Participant relocates to another country, any additional terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Each Appendix hereto constitutes part of this Award Agreement.

27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

28. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Participant or any other participant.

29. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that, depending on his or her country of residence, or broker's country of residence, or where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of Shares or rights to Shares (e.g., RSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions or Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by the Participant before possessing inside information. Furthermore, the Participant understands that he or she may be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant should speak to his or her personal advisor on this matter.

30. Foreign Asset/Account Reporting. The Participant's country of residence may have certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold RSUs under the Plan or cash received from participating in the Plan (including sales proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such amounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to the Participant's country through a designated broker or bank within a certain time after receipt. The Participant is responsible for ensuring compliance with such regulations and should speak with his or her personal legal advisor regarding this matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement.¹

The Carlyle Group Inc.

By: _____
Name:
Title:

PARTICIPANT

¹ If this Award Agreement is delivered to the Participant electronically, the Participant's electronic acceptance of the Award Agreement (pursuant to instructions separately communicated to the Participant) shall constitute acceptance of the Award Agreement and shall be binding on the Participant and the Company in lieu of any required signatures to this Award Agreement.

The Carlyle Group Inc.
Amended and Restated 2012 Equity Incentive Plan
Form of Global Restricted Stock Unit Agreement
(Performance-Vesting)

Participant:

Date of Grant:

Number of RSUs:

1. **Grant of RSUs.** The Carlyle Group Inc. (the “Company”) hereby grants the number of restricted stock units (the “RSUs”) listed above to the Participant (the “Award”), effective as of [] (the “Date of Grant”), on the terms and conditions hereinafter set forth in this agreement including Appendix A, which includes any applicable country-specific provisions (together, the “Award Agreement”). This grant is made pursuant to the terms of The Carlyle Group Inc. Amended and Restated 2012 Equity Incentive Plan (as amended, modified or supplemented from time to time, the “Plan”), which is incorporated herein by reference and made a part of this Award Agreement. Each RSU represents the unfunded, unsecured right of the Participant to receive a Share on the delivery date(s) specified in Section 4 hereof.

2. **Definitions.** Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan.

(a) “Cause” shall mean the determination by the Administrator in its sole discretion that the Participant has (i) engaged in gross negligence or willful misconduct in the performance of the Participant’s duties, (ii) willfully engaged in conduct that the Participant knows or, based on facts known to the Participant, should know is materially injurious to the Company or any of its Affiliates, (iii) materially breached any material provision of the Participant’s employment agreement or offer letter with the Company or its Affiliates, (iv) breached any Restrictive Covenant Agreement or any other restrictive covenant obligation owed by the Participant to the Company or any of its Affiliates, including, but not limited to, any restrictions relating to the Participant’s non-competition, non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information, (v) engaged in fraud or other conduct in bad faith that contributed to a financial restatement or irregularity, (vi) been convicted of, or entered a plea bargain or settlement admitting guilt for, fraud, embezzlement, or any other felony under the laws of the United States or of any state or the District of Columbia or any other country or any jurisdiction of any other country (but specifically excluding felonies involving a traffic violation), (vii) been the subject of any order, judicial or administrative, obtained or issued by the U.S. Securities and Exchange Commission (“SEC”) or similar agency or tribunal of any country, for any securities violation involving insider trading, fraud, misappropriation, dishonesty or willful misconduct (including, for example, any such order consented to by the Participant in which findings of facts or any legal conclusions establishing liability are neither admitted nor denied), or (viii) discussed the Company’s (or its Affiliates’) fundraising efforts, or the name of any fund vehicle that has not had a final closing of commitments, to any reporter or representative of any press or other public media.

(b) “Detrimental Activity” shall mean any of the following: (i) a termination of the Participant’s Service for Cause or the Participant engaging in any activity that would be grounds to terminate the Participant’s Service for Cause (whether or not any termination of the Participant’s Service occurs); or (ii) a breach of any Restrictive Covenant Agreement or any other restrictive covenant obligation owed by the Participant to the

Company or any of its Affiliates, including, but not limited to, any restrictions relating to the Participant's non-competition, non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information.

(c) "Performance Multiplier" shall mean the multiplier, between 0% and [__]%, applied to the Target RSU Award based on actual performance of the relevant performance metrics applicable to the Performance Period, as set forth on Exhibit A.

(c) "Performance Period" shall mean [__] through [__].

(d) "Qualifying Event" shall mean, during the Participant's Services with the Company and its Affiliates, the Participant's death or Disability.

(e) "Restrictive Covenant Agreement" shall mean any agreement (including, without limitation, this Award Agreement), and any attachments or schedules thereto, entered into by and between the Participant and the Company or its Affiliates, pursuant to which the Participant has agreed, among other things, to certain restrictions relating to non-competition (if applicable), non-solicitation, non-disparagement and/or non-disclosure of confidential or proprietary information, in order to protect the business of the Company and its Affiliates.

(f) "Target RSU Award" shall mean the number of RSUs that are eligible to vest on the Vesting Date pursuant to Exhibit A.

(g) "Vested RSUs" shall mean those RSUs which have become vested (x) determined by multiplying the Target RSU Award by the Performance Multiplier for the Performance Period pursuant to Exhibit A or (y) otherwise pursuant to the Plan or this Award Agreement. For the avoidance of doubt, the Vested RSUs may be a number lesser than or greater than the Target RSU Award.

(h) "Vesting Date" shall mean the date on which the Board of Directors or its designee certifies the attainment of the established performance metrics set forth on Exhibit A, which shall occur promptly (but no more than eight (8) business days) following certification of the Company's fourth quarter results for the Performance Period.

3. Vesting.

(a) *Vesting – General*. Subject to the Participant's continued Services with the Company and its Affiliates through the Vesting Date, a number of RSUs subject to the Target RSU Award (which number may be lesser than or greater than the Target RSU Award) shall vest and become Vested RSUs based on the attainment of the performance measures and the Performance Multiplier.

(b) *Vesting – Qualifying Event*. Upon the occurrence of a Qualifying Event prior to the completion of the Performance Period, the Target RSU Award granted hereunder shall vest (to the extent not previously vested) in an amount equal to the product of (x) the Target RSU Award multiplied by (y) a Performance Multiplier equal to 100% upon the date of such Qualifying Event. Upon the occurrence of a Qualifying Event following the completion of the Performance Period, the Participant shall be entitled to receive the number of Vested RSUs, if any, determined based on the actual Performance Multiplier for the Performance Period, in accordance with Section 3(a) hereof.

(c) *Vesting – Terminations.* Except as otherwise set forth in Sections 3(b) or 5, in the event the Participant's Services with the Company and its Affiliates are terminated for any reason, if the Award has not yet vested pursuant to Sections 3(a), 3(b) or 5 hereof (or otherwise pursuant to the Plan) it shall be canceled immediately and the Participant shall automatically forfeit all rights with respect to the Award as of the date of such termination. For purposes of this provision, the effective date of termination of the Participant's Services will be determined in accordance with Section 8(k) hereof.

4. Vesting and Delivery Dates; Transfer Restrictions.

(a) *Delivery – General.* The Company shall, on or within 30 days following the Vesting Date, deliver (or cause delivery to be made) to the Participant the Shares underlying the RSUs that vest and become Vested RSUs on the Vesting Date.

(b) *Delivery – Qualifying Event.* Upon the occurrence of a Qualifying Event, the Company shall, within 30 days following the date of such event, deliver (or cause delivery of) Shares to the Participant in respect of 100% of the RSUs which vest and become Vested RSUs on such date.

(c) *Delivery – Terminations.* Except as otherwise set forth in Section 4(b) or 4(d), in the event the Participant's Services with the Company and its Affiliates are terminated for any reason, the Company shall within 30 days following the date of such termination, deliver (or cause delivery of) Shares to the Participant in respect of any then outstanding Vested RSUs.

(d) *Forfeiture; Clawback.* Notwithstanding anything to the contrary herein, if the Administrator determines in its sole discretion that the Participant has engaged in Detrimental Activity (i) all outstanding RSUs (whether or not vested) shall immediately terminate and be forfeited without consideration upon the date of such determination and no further Shares with respect of the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs, (ii) to the extent permitted under applicable law, any Shares that have previously been delivered to the Participant or the Participant's legal representative, beneficiaries or heirs pursuant to the Award and which are still held by the Participant or the Participant's legal representative, or beneficiaries or heirs as of the date of such determination by the Administrator shall also immediately terminate and be forfeited without consideration and (iii) the Administrator may require that the Participant forfeit any proceeds realized within the one (1) year period preceding the date of such determination on the disposition of any Shares received in settlement of the Award, and repay such proceeds to the Company within thirty (30) days following the Company's demand therefor. Furthermore, if the Participant receives any amount in excess of what the Participant should have received under the terms of this Award Agreement for any reason (including without limitation by reason of a financial restatement, mistake in calculations or other administrative error), then the Participant shall be required to repay to the Company an amount equal to the difference between the amount the Participant did receive over the amount the amount the Participant should have received under the terms of this Award Agreement within thirty (30) days following the Company's demand therefor. Without limiting the foregoing, the Award and all Shares issued in respect thereof shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with applicable law and/or the Company's clawback and recoupment policies as in effect from time to time.

(e) *Transfer Restrictions for 25% of Vested RSUs.* Following any delivery of Shares in respect of Vested RSUs in accordance with this Section 4, 25% of such Shares (calculated on a pre-tax basis, determined without regard to any withholding or sale of

Shares to cover taxes thereon) must be retained by the Participant and shall not be transferable until the earliest to occur of (i) the first anniversary of the date of the Participant's termination of Services, (ii) the fifth anniversary of the Vesting Date under this Award Agreement, (iii) a Change in Control or (iv) a Qualifying Event.

5. Change in Control. Notwithstanding anything to the contrary herein, in the event of the Participant's involuntary termination of Service by the Company without Cause that occurs within twelve (12) months following a Change in Control and prior to the completion of the Performance Period, the Target RSU Award granted hereunder shall vest (to the extent not previously vested) upon the date of such Termination of Service in an amount equal to the product of (i) the Target RSU Award multiplied by (ii) a Performance Multiplier equal to 100%, and the Shares underlying such Vested RSUs shall be delivered in accordance with Section 4(c), subject to any required delay pursuant to Section 17 of the Plan. In the event of the Participant's involuntary termination of Service by the Company without Cause that occurs within twelve (12) months following a Change in Control and after the completion of the Performance Period (but prior to the Vesting Date), the Participant shall be entitled to receive on the Vesting Date the number of Vested RSUs, if any, determined based on the actual Performance Multiplier for the Performance Period, in accordance with Section 3(a) hereof.

6. No Dividends or Distributions on RSUs. No dividends or other distributions shall accrue or become payable with respect to any RSUs prior to the date upon which the Shares underlying the RSUs are issued or transferred to the Participant.

7. Adjustments Upon Certain Events. The Administrator shall make certain substitutions or adjustments to any RSUs subject to this Award Agreement pursuant to Section 9 of the Plan.

8. Nature of Grant. In accepting the grant, the Participant acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;

(d) the granting of the RSUs evidenced by this Award Agreement shall impose no obligation on the Company or any Affiliate to continue the Services of the Participant and shall not lessen or affect the Company's or its Affiliate's right to terminate the Services of such Participant;

(e) the Participant is voluntarily participating in the Plan;

(f) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments,

holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(h) the RSUs should in no event be considered as compensation for, or relating in any way to, past services for the Company, the Employer (as defined in Section 15 of this Award Agreement) or any Affiliate or predecessor;

(i) unless otherwise agreed with the Company, the RSUs and the Shares subject to the RSUs, and the income from and value of same, are not granted as consideration for, or in connection with, the Services Participant may provide as a director of an Affiliate;

(j) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted with certainty;

(k) in the event of termination of the Participant's Services for any reason, except as set forth in Sections 3(b), 4(b) or 5 (whether or not later to be found invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), unless otherwise determined by the Company, the Participant's right to vest in the RSUs under the Plan, if any, will terminate effective as of the date that the Participant is no longer actively providing Services and will not be extended by any notice period (e.g., active Services would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed, or the terms of the Participant's employment agreement, if any); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively providing Services for purposes of the RSUs grant (including whether the Participant may still be considered to be providing Services while on an approved leave of absence); and

(l) in addition to the provisions above in this Section 8, the following provisions apply if the Participant is providing Services outside the United States:

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from termination of the Participant's Services as set forth in Section 3(c), 4(c) or 4(d) above for any reason (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of the Participant's employment agreement, if any), and in consideration of the grant of the RSUs, the Participant agrees not to institute any claim against the Company or any Affiliate;

(ii) the RSUs and the Shares subject to the RSUs are not part of normal or expected compensation or salary for any purpose; and

(iii) neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to the Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

9. **No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

10. **Data Privacy Information and Consent.** *The Company is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A. and grants employees of the Company and its Affiliates RSUs, at the Company's sole discretion. If the Participant would like to participate in the Plan, please review the following information about the Company's data processing practices and declare the Participant's consent.*

(a) **Data Collection and Usage:** *The Company collects, processes and uses personal data of Participants, including name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs, canceled, vested, or outstanding in the Participant's favor, which the Company receives from the Participant or the Employer. If the Company offers the Participant a grant of RSUs under the Plan, then the Company will collect the Participant's personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company's legal basis for the processing of the Participant's personal data would be his or her consent.*

(b) **Stock Plan Administration Service Providers:** *The Company transfers participant data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share the Participant's data with another company that serves in a similar manner. The Company's service provider will open an account for the Participant to receive and trade Shares. The Participant will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to the Participant's ability to participate in the Plan.*

(c) **International Data Transfers:** *The Company and its service providers are based in the United States. If the Participant is outside the United States, the Participant should note that his or her country has enacted data privacy laws that are different from the United States. The Company's legal basis for the transfer of the Participant's personal data is his or her consent.*

(d) **Data Retention:** *The Company will use the Participant's personal data only as long as is necessary to implement, administer and manage the Participant's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws.*

(e) **Voluntariness and Consequences of Consent Denial or Withdrawal:** *The Participant's participation in the Plan and the Participant's grant of consent is purely voluntary. The Participant may deny or withdraw his or her consent at any time. If the Participant does not consent, or if the Participant withdraws his or her consent, the Participant cannot participate in the Plan. This would not affect the Participant's salary as an employee or his or her career; the Participant would merely forfeit the opportunities associated with the Plan.*

(f) **Data Subject Rights:** *The Participant has a number of rights under data privacy laws in his or her country. Depending on where the Participant is based, the Participant's rights may include the right to (i) request access or copies of personal data of the Company processes, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing, (v) portability of data, (vi) lodge complaints with competent authorities in the Participant's country, and/or (vii) a list with the names and address of any potential recipients of the Participant's data. To receive clarification regarding the Participant's rights or to exercise the Participant's rights*

please contact the Company at The Carlyle Group Inc., 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A., Attention: Equity Management.

If the Participant agrees with the data processing practices as described in this notice, please declare the Participant's consent by clicking the "Accept Award" button on the Morgan Stanley award acceptance page or signing below.

11. No Rights of a Holder of Shares. Except as otherwise provided herein, the Participant shall not have any rights as a holder of Shares until such Shares have been issued or transferred to the Participant.

12. Restrictions. Any Shares issued or transferred to the Participant or to the Participant's beneficiary pursuant to Section 4 of this Award Agreement (including, without limitation, following the Participant's death or Disability) shall be subject to such stop transfer orders and other restrictions as the Administrator may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Shares are listed and any applicable U.S. or non-U.S. federal, state or local laws, and the Administrator may cause a notation or notations to be put entered into the books and records of the Company to make appropriate reference to such restrictions. Without limiting the generality of the forgoing, a Participant's ability to sell or transfer the Shares shall be subject to such trading policies or limitations as the Administrator may, in its sole discretion, impose from time to time on current or former senior professionals, employees, consultants, directors, members, partners or other service providers of the Company or of any of its Affiliates.

13. Transferability. Unless otherwise determined or approved by the Administrator, no RSUs may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant other than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted by this Section 13 shall be void and unenforceable against the Company or any Affiliate.

14. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 14):

(a) If to the Company, to:

The Carlyle Group Inc.
1001 Pennsylvania Avenue, NW
Washington, DC 20004
Attention: General Counsel
Fax: (202) 315-3678

(b) If to the Participant, to the address appearing in the personnel records of the Company or any Affiliate.

15. Withholding. The Participant acknowledges that he or she may be required to pay to the Company or, if different, an Affiliate that employs the Participant (the "Employer"), and that the Company, the Employer, or any Affiliate shall have the right and are hereby authorized to withhold from any compensation or other amount owing to the Participant, applicable income tax, social insurance, payroll tax, fringe benefits tax, payment on account or

other tax-related items (including taxes that are imposed on the Company or the Employer as a result of the Participant's participation in the Plan but are deemed by the Company or the Employer to be an appropriate charge to the Participant) (collectively, "Tax-Related Items"), with respect to any issuance, transfer, or other taxable event under this Award Agreement or under the Plan and to take such action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such Tax-Related Items. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to the grant or vesting of the RSUs and the subsequent sale of Shares acquired upon settlement of the Vested RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve a particular tax result. Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Without limiting the foregoing, the Administrator may, from time to time, permit the Participant to make arrangements prior to the Vesting Date described herein to pay the applicable Tax-Related Items in a manner prescribed by the Administrator prior to the Vesting Date; provided that, unless otherwise determined by the Administrator, any such payment or estimate must be received by the Company prior to the Vesting Date. Additionally, the Participant authorizes the Company and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of Shares acquired upon settlement of the Vested RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization). Depending on the withholding method, the Company and/or the Employer may withhold or account for the Tax-Related Items by considering minimum statutory withholding amounts or other applicable withholding rates in the Participant's jurisdiction(s), including maximum applicable rates. In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash through the Employer's normal payroll process (with no entitlement to the equivalent in Shares), or if not refunded, the Participant may seek a refund from the applicable tax authorities. In the event of under-withholding, the Participant may be required to pay additional Tax-Related Items directly to the applicable tax authorities or to the Company and/or the Employer. The Participant acknowledges that, regardless of any action taken by the Company, the Employer, or any Affiliate the ultimate liability for all Tax-Related Items, is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Company may refuse to issue or deliver the Shares or the proceeds from the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

16. Choice of Law; Venue. The interpretation, performance and enforcement of this Award Agreement shall be governed by the law of the State of New York without regard to its conflict of law provisions. Any and all disputes, controversies or issues arising out of, concerning or relating to this Award, this Award Agreement or the relationship between the parties evidenced by the Award Agreement, including, without limitation, disputes, controversies or issues arising out of, concerning or relating to the construction, interpretation, breach or enforcement of this Award Agreement, shall be brought exclusively in the courts in the State of New York, City and County of New York, including the Federal Courts located therein (should Federal jurisdiction exist). Each of the parties hereby expressly represents and agrees that it/he/she is subject to the personal jurisdiction of said courts, irrevocably consents to the personal jurisdiction of such courts; and waives to the fullest extent permitted by law any objection which it/he/she may now or hereafter have that the laying of the venue of any legal lawsuit or proceeding related to such dispute, controversy or issue that is brought in any such court is improper or that such lawsuit or proceeding has been brought in an inconvenient forum.

17. WAIVER OF RIGHT TO JURY TRIAL. AS SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AWARD AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL OF ITS/HIS/HER CHOICE), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING ARISING OUT OF, CONCERNING OR RELATING TO THIS AWARD, THIS AWARD AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES EVIDENCED BY THIS AWARD AGREEMENT AND/OR THE MATTERS CONTEMPLATED THEREBY.

18. Subject to Plan. By entering into this Award Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. All RSUs and Shares issued or transferred with respect thereof are subject to the Plan. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

19. Entire Agreement. This Award Agreement contains the entire understanding between the parties with respect to the RSUs granted hereunder (including, without limitation, the vesting and delivery schedules and other terms described herein and in Appendix A), and hereby replaces and supersedes any prior communication and arrangements between the Participant and the Company or any of its Affiliates with respect to the matters set forth herein and any other pre-existing economic or other arrangements between the Participant and the Company or any of its Affiliates, unless otherwise explicitly provided for in any other agreement that the Participant has entered into with the Company or any of its Affiliates and that is set forth on Schedule A hereto. Unless set forth on Schedule A hereto, no such other agreement entered into prior to the Date of Grant shall have any effect on the terms of this Award Agreement.

20. Modifications. Notwithstanding any provision of this Award Agreement to the contrary, the Company reserves the right to modify the terms and conditions of this Award Agreement, including, without limitation, the timing or circumstances of the issuance or transfer of Shares to the Participant hereunder, to the extent such modification is determined by the Company to be necessary to comply with applicable law or preserve the intended deferral of income recognition with respect to the RSUs until the issuance or transfer of Shares hereunder.

21. Signature in Counterparts; Electronic Acceptance. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Alternatively, this Award Agreement may be granted to and accepted by the Participant electronically.

22. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

23. Compliance with Law. Notwithstanding any other provision of this Award Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the RSUs prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the SEC or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign

securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and the Award Agreement without the Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

24. Language. The Participant acknowledges that he or she is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms and conditions of this Award Agreement. Furthermore, if the Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

25. Severability. The provisions of this Award Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

26. Appendix. Notwithstanding any provisions in this Award Agreement, the RSUs grant shall be subject to any additional terms and conditions set forth in Appendix A to this Award Agreement for the Participant's country. Moreover, if the Participant relocates to another country, any additional terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Award Agreement.

27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

28. Waiver. The Participant acknowledges that a waiver by the Company of breach of any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach by the Participant or any other participant.

29. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that, depending on his or her country of residence, or broker's country of residence, or where the Shares are listed, Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to directly or indirectly, accept, acquire, sell, or attempt to sell or otherwise dispose of Shares or rights to Shares (e.g., RSUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Company (as defined by the laws or regulations in applicable jurisdictions or Participant's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by the Participant before possessing inside information. Furthermore, the Participant understands that he or she may be prohibited from (i) disclosing the inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any applicable restrictions, and the Participant should speak to his or her personal advisor on this matter.

30. Foreign Asset/Account Reporting. The Participant's country of residence may have certain foreign asset and/or account reporting requirements which may affect his or her ability to acquire or hold RSUs under the Plan or cash received from participating in the Plan (including sales proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such amounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of participation in the Plan to the Participant's country through a designated broker or bank within a certain time after receipt. The Participant is responsible for ensuring compliance with such regulations and should speak with his or her personal legal advisor regarding this matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement¹

THE CARLYLE GROUP INC.

By: _____
Name:
Title:

¹ If this Award Agreement is delivered to the Participant electronically, the Participant's electronic acceptance of the Award Agreement (pursuant to instructions separately communicated to the Participant) shall constitute acceptance of the Award Agreement and shall be binding on the Participant and the Company in lieu of any required signatures to this Award Agreement.

Subsidiary guarantors and issuers of guaranteed securities and affiliates whose securities collateralize securities of the registrant

The following securities (collectively, the “Notes”) issued by the corresponding issuer listed below, each a wholly-owned subsidiary of The Carlyle Group Inc. (the “Company”), were outstanding as of March 31, 2023:

Notes Issued Under	Issuer	Jurisdiction of Formation, Organization, or Incorporation
5.625% Senior Notes due 2043	Carlyle Holdings II Finance L.L.C.	Delaware
5.65% Senior Notes due 2048	Carlyle Finance L.L.C.	Delaware
3.500% Senior Notes due 2029	Carlyle Finance Subsidiary L.L.C.	Delaware
4.625% Subordinated Notes due 2061	Carlyle Finance L.L.C.	Delaware

As of March 31, 2023, the guarantors under the Notes consisted of the Company, as a guarantor that provides an unsecured guarantee of the Notes, and its wholly-owned subsidiaries listed in the below table. The guarantees are joint and several, and full and unconditional.

Guarantor	Jurisdiction of Formation, Organization, or Incorporation
Carlyle Holdings I L.P.	Delaware
Carlyle Holdings II L.P.*	Quebec
Carlyle Holdings III L.P.	Quebec
CG Subsidiary Holdings L.L.C.	Delaware
Carlyle Holdings II L.L.C.	Delaware

* Carlyle Holdings II L.P. is not a guarantor of the 4.625% Subordinated Notes due 2061

I, Harvey M. Schwartz, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 of The Carlyle Group 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(s) 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(s) 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: May 04, 2023

/s/ Harvey M. Schwartz

Harvey M. Schwartz
Chief Executive Officer
The Carlyle Group Inc.
(Principal Executive Officer)

I, Curtis L. Buser, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 of The Carlyle Group 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(s) 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(s) 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: May 04, 2023

/s/ Curtis L. Buser

Curtis L. Buser

Chief Financial Officer

The Carlyle Group Inc.

(Principal 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 The Carlyle Group Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2023 filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Harvey M. Schwartz, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (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.

/s/ Harvey M. Schwartz

Harvey M. Schwartz
Chief Executive Officer
The Carlyle Group Inc.

Date: May 04, 2023

* 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 The Carlyle Group Inc. (the "Company") on Form 10-Q for the quarter ended March 31, 2023 filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Curtis L. Buser, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

- (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.

/s/ Curtis L. Buser

Curtis L. Buser
Chief Financial Officer
The Carlyle Group Inc.

Date: May 04, 2023

* 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.