

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, 2019  
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 L.P.**  
(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, D.C., 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)

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

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 units representing limited partner interests	CG	The Nasdaq Global Select Market
5.875% Series A Preferred Units	TCGP	The Nasdaq Global Select Market

The number of the registrant's common units representing limited partner interests outstanding as of April 26, 2019 was 110,105,553.

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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 and Section 21E of the Securities Exchange Act of 1934. 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 distribution 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 section entitled “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2018 filed with the United States Securities and Exchange Commission (“SEC”) on February 13, 2019, 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](http://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](http://www.carlyle.com)), our corporate Facebook page (<https://www.facebook.com/onecarlyle/>) and our corporate Twitter account (@OneCarlyle) 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](http://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 Alert Subscription” section at <http://ir.carlyle.com/alerts.cfm>. 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.

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Unless the context suggests otherwise, references in this report to “Carlyle,” the “Company,” “we,” “us” and “our” refer to The Carlyle Group L.P. and its consolidated subsidiaries. When we refer to the “partners of The Carlyle Group L.P.,” we are referring specifically to the common unitholders and our general partner and any others who may from time to time be partners of that specific Delaware limited partnership. 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.

“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 four business segments:

- Corporate Private Equity: Buyout, middle market and growth capital funds advised by Carlyle
- Real Assets: Real estate, power, infrastructure and energy 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: Distressed credit, energy credit, opportunistic credit, corporate mezzanine funds, aircraft financing and servicing, and other closed-end credit funds advised by Carlyle
- Investment Solutions: Funds and vehicles advised by AlpInvest Partners B.V. (“AlpInvest”) and Metropolitan Real Estate Equity Management, LLC (“Metropolitan”), which include primary fund, secondary and co-investment strategies

Carry funds specifically exclude certain funds advised by NGP in which Carlyle is not entitled to receive a share of carried interest (or “NGP Predecessor Funds”), collateralized loan obligation vehicles (“CLOs”), business development companies, and our former hedge fund platform.

For an explanation of the fund acronyms used throughout this Quarterly Report, refer to “Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operation - Our Family of Funds.”

“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 and for Metropolitan carry funds during the weighted-average investment period of the underlying funds;
- (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, Metropolitan carry funds after the expiration of the weighted-average investment period of the underlying funds, and one of our business development companies;
- (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 our hedge fund and fund of hedge funds vehicles (pre redemptions and subscriptions), as well as certain carry funds;
- (e) 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
- (f) 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 equals the sum of the following:

- (a) the aggregate fair value of our carry funds and related co-investment vehicles, NGP Predecessor Funds 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 (pre-redemptions and subscriptions) of our long/short credit, emerging markets, multi-product macroeconomic, fund of hedge funds vehicles, mutual fund and other hedge funds; and
- (d) 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 Predecessor Funds and NGP Carry Funds (collectively, the “NGP Energy Funds”) that are advised by NGP.

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.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

The Carlyle Group L.P.  
Condensed Consolidated Balance Sheets  
(Dollars in millions)

	March 31, 2019	December 31, 2018
	(Unaudited)	
<b>Assets</b>		
Cash and cash equivalents	\$ 723.0	\$ 629.6
Cash and cash equivalents held at Consolidated Funds	213.9	247.5
Restricted cash	5.1	8.7
Corporate treasury investments	28.4	51.7
Investments, including accrued performance allocations of \$3,705.8 million and \$3,480.0 million as of March 31, 2019 and December 31, 2018, respectively	6,236.5	5,697.5
Investments of Consolidated Funds	4,031.0	5,286.6
Due from affiliates and other receivables, net	300.9	441.1
Due from affiliates and other receivables of Consolidated Funds, net	45.3	135.4
Fixed assets, net	99.8	95.1
Lease right-of-use assets, net	247.4	—
Deposits and other	57.4	49.3
Intangible assets, net	74.0	77.3
Deferred tax assets	180.1	194.4
<b>Total assets</b>	<b>\$ 12,242.8</b>	<b>\$ 12,914.2</b>
<b>Liabilities and partners' capital</b>		
Debt obligations	\$ 1,537.2	\$ 1,550.4
Loans payable of Consolidated Funds	3,750.0	4,840.1
Accounts payable, accrued expenses and other liabilities	308.3	442.2
Accrued compensation and benefits	2,202.9	2,222.3
Due to affiliates	180.8	174.0
Deferred revenue	307.7	111.3
Deferred tax liabilities	64.3	64.3
Other liabilities of Consolidated Funds	372.1	610.1
Lease liabilities	320.5	—
Accrued giveback obligations	63.2	63.2
<b>Total liabilities</b>	<b>9,107.0</b>	<b>10,077.9</b>
<b>Commitments and contingencies</b>		
Series A preferred units (16,000,000 units issued and outstanding as of March 31, 2019 and December 31, 2018, respectively)	387.5	387.5
Partners' capital (common units 110,105,553 and 107,746,443 issued and outstanding as of March 31, 2019 and December 31, 2018, respectively)	779.2	673.4
Accumulated other comprehensive loss	(81.5)	(83.3)
Non-controlling interests in consolidated entities	290.0	324.2
Non-controlling interests in Carlyle Holdings	1,760.6	1,534.5
<b>Total partners' capital</b>	<b>3,135.8</b>	<b>2,836.3</b>
<b>Total liabilities and partners' capital</b>	<b>\$ 12,242.8</b>	<b>\$ 12,914.2</b>

See accompanying notes.

**The Carlyle Group L.P.**  
**Condensed Consolidated Statements of Operations**  
**(Unaudited)**  
**(Dollars in millions, except unit and per unit data)**

	Three Months Ended March 31,	
	2019	2018
<b>Revenues</b>		
Fund management fees	\$ 353.4	\$ 264.5
Incentive fees	8.1	6.3
Investment income (loss)		
Performance allocations	349.1	308.1
Principal investment income	301.8	54.1
Total investment income	650.9	362.2
Interest and other income	22.2	22.5
Interest and other income of Consolidated Funds	52.4	47.3
Total revenues	1,087.0	702.8
<b>Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	210.5	187.3
Equity-based compensation	36.0	84.9
Performance allocations and incentive fee related compensation	185.4	158.0
Total compensation and benefits	431.9	430.2
General, administrative and other expenses	112.5	95.0
Interest	19.7	17.9
Interest and other expenses of Consolidated Funds	38.1	35.9
Other non-operating expenses	0.3	0.3
Total expenses	602.5	579.3
<b>Other income</b>		
Net investment gains (losses) of Consolidated Funds	(14.2)	2.0
Income before provision for income taxes	470.3	125.5
Provision for income taxes	24.0	7.8
Net income	446.3	117.7
Net income (loss) attributable to non-controlling interests in consolidated entities	(4.5)	11.0
Net income attributable to Carlyle Holdings	450.8	106.7
Net income attributable to non-controlling interests in Carlyle Holdings	307.9	67.0
Net income attributable to The Carlyle Group L.P.	142.9	39.7
Net income attributable to Series A Preferred Unitholders	5.9	5.9
Net income attributable to The Carlyle Group L.P. Common Unitholders	\$ 137.0	\$ 33.8
Net income attributable to The Carlyle Group L.P. per common unit (see Note 11)		
Basic	\$ 1.25	\$ 0.34
Diluted	\$ 1.18	\$ 0.30
Weighted-average common units		
Basic	109,210,460	100,732,493
Diluted	115,818,538	111,303,988

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

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

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2019</b>	<b>2018</b>
Net income	\$ 446.3	\$ 117.7
Other comprehensive income		
Foreign currency translation adjustments	1.9	30.6
Unrealized gains on Fortitude Re available-for-sale securities	5.6	—
Defined benefit plans		
Unrealized gain (loss) for the period	1.7	(1.0)
Less: reclassification adjustment for gain during the period, included in cash-based compensation and benefits expense	0.3	0.2
Other comprehensive income	9.5	29.8
Comprehensive income	455.8	147.5
Comprehensive (income) loss attributable to non-controlling interests in consolidated entities	4.2	(22.3)
Comprehensive income attributable to Carlyle Holdings	460.0	125.2
Comprehensive income attributable to non-controlling interests in Carlyle Holdings	(314.0)	(79.8)
Comprehensive income attributable to The Carlyle Group L.P.	\$ 146.0	\$ 45.4

See accompanying notes.



**The Carlyle Group L.P.**  
**Condensed Consolidated Statements of Changes in Partners' Capital**  
**(Unaudited)**  
**(Dollars and units in millions)**

	Common Units	Preferred Equity	Partners' Capital	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interests in Consolidated Entities	Non- controlling Interests in Carlyle Holdings	Total Partners' Capital
<b>Balance at December 31, 2018</b>	<b>107.7</b>	<b>\$ 387.5</b>	<b>\$ 673.4</b>	<b>\$ (83.3)</b>	<b>\$ 324.2</b>	<b>\$ 1,534.5</b>	<b>\$ 2,836.3</b>
Reallocation of ownership interests in Carlyle Holdings	—	—	13.3	(1.1)	—	(12.2)	—
Exchange of Carlyle Holdings units for common units	0.2	—	1.4	(0.2)	—	(1.2)	—
Units repurchased	(0.6)	—	(10.4)	—	—	—	(10.4)
Deferred tax effects resulting from acquisition of interests in Carlyle Holdings	—	—	0.1	—	—	—	0.1
Equity-based compensation	—	—	12.0	—	—	25.4	37.4
Issuances of common units for equity-based awards	2.8	—	—	—	—	—	—
Contributions	—	—	—	—	2.2	—	2.2
Distributions	—	(5.9)	(47.4)	—	(32.2)	(99.4)	(184.9)
Net income (loss)	—	5.9	137.0	—	(4.5)	307.9	446.3
Cumulative effect adjustment upon adoption of ASU 2016-2	—	—	(0.2)	—	—	(0.5)	(0.7)
Currency translation adjustments	—	—	—	0.7	0.3	0.9	1.9
Unrealized gains on Fortitude Re available-for-sale securities	—	—	—	1.8	—	3.8	5.6
Defined benefit plans, net	—	—	—	0.6	—	1.4	2.0
<b>Balance at March 31, 2019</b>	<b>110.1</b>	<b>\$ 387.5</b>	<b>\$ 779.2</b>	<b>\$ (81.5)</b>	<b>\$ 290.0</b>	<b>\$ 1,760.6</b>	<b>\$ 3,135.8</b>
	Common Units	Preferred Equity	Partners' Capital	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interests in Consolidated Entities	Non- controlling Interests in Carlyle Holdings	Total Partners' Capital
<b>Balance at December 31, 2017</b>	<b>100.1</b>	<b>\$ 387.5</b>	<b>\$ 701.8</b>	<b>\$ (72.7)</b>	<b>\$ 404.7</b>	<b>\$ 1,527.7</b>	<b>\$ 2,949.0</b>
Reallocation of ownership interests in Carlyle Holdings	—	—	(0.1)	(0.2)	—	0.3	—
Exchange of Carlyle Holdings units for common units	0.9	—	6.6	(0.7)	—	(5.9)	—
Deferred tax effects resulting from acquisition of interests in Carlyle Holdings	—	—	0.4	—	—	—	0.4
Equity-based compensation	—	—	22.0	—	—	63.3	85.3
Issuances of common units for equity-based awards	0.4	—	—	—	—	—	—
Contributions	—	—	—	—	3.4	—	3.4
Distributions	—	(5.9)	(33.2)	—	(21.1)	(77.5)	(137.7)
Net income	—	5.9	33.8	—	11.0	67.0	117.7
Cumulative effect adjustment upon adoption of ASU 2016-16	—	—	(1.2)	—	—	(2.9)	(4.1)
Cumulative effect adjustment upon adoption of ASU 2014-09	—	—	(0.3)	—	—	(0.5)	(0.8)
Currency translation adjustments	—	—	—	5.9	11.3	13.4	30.6
Defined benefit plans, net	—	—	—	(0.2)	—	(0.6)	(0.8)
<b>Balance at March 31, 2018</b>	<b>101.4</b>	<b>\$ 387.5</b>	<b>\$ 729.8</b>	<b>\$ (67.9)</b>	<b>\$ 409.3</b>	<b>\$ 1,584.3</b>	<b>\$ 3,043.0</b>

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

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>Cash flows from operating activities</b>		
Net income	\$ 446.3	\$ 117.7
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	14.8	10.7
Equity-based compensation	36.0	84.9
Non-cash performance allocations and incentive fees	(167.8)	(71.9)
Other non-cash amounts	11.1	6.9
Consolidated Funds related:		
Realized/unrealized (gain) loss on investments of Consolidated Funds	(1.1)	15.4
Realized/unrealized (gain) loss from loans payable of Consolidated Funds	15.3	(17.4)
Purchases of investments by Consolidated Funds	(310.4)	(911.1)
Proceeds from sale and settlements of investments by Consolidated Funds	598.8	529.9
Non-cash interest income, net	(0.8)	(0.9)
Change in cash and cash equivalents held at Consolidated Funds	14.1	311.6
Change in other receivables held at Consolidated Funds	88.1	(128.7)
Change in other liabilities held at Consolidated Funds	(225.2)	(3.9)
Principal investment income	(299.7)	(53.8)
Purchases of investments	(67.4)	(100.7)
Purchase of investment in Fortitude Re	(3.9)	—
Proceeds from the sale of investments	138.7	225.2
Payments of contingent consideration	—	(37.5)
Changes in deferred taxes, net	14.7	(2.8)
Change in due from affiliates and other receivables	59.9	5.1
Change in deposits and other	(8.4)	(12.1)
Change in accounts payable, accrued expenses and other liabilities	(68.9)	(38.3)
Change in accrued compensation and benefits	(137.6)	(82.9)
Change in due to affiliates	(2.2)	(15.5)
Change in lease right-of-use assets and lease liabilities	(1.1)	—
Change in deferred revenue	197.7	147.5
Net cash provided by (used in) operating activities	341.0	(22.6)
<b>Cash flows from investing activities</b>		
Purchases of fixed assets, net	(7.1)	(4.7)
Net cash used in investing activities	(7.1)	(4.7)
<b>Cash flows from financing activities</b>		
Repayment of term loan	(25.0)	—
Payments on debt obligations	(6.8)	(6.8)
Proceeds from debt obligations, net of financing costs	20.5	34.5
Net borrowings (payments) on loans payable of Consolidated Funds	(157.1)	180.6
Distributions to common unitholders	(47.4)	(33.2)
Distributions to preferred unitholders	(5.9)	(5.9)
Distributions to non-controlling interest holders in Carlyle Holdings	(99.4)	(77.5)
Contributions from non-controlling interest holders	2.2	3.4
Distributions to non-controlling interest holders	(9.8)	(21.1)
Common units repurchased	(10.4)	—
Change in due to/from affiliates financing activities	87.3	(19.2)
Net cash (used in) provided by financing activities	(251.8)	54.8
Effect of foreign exchange rate changes	7.7	21.7
Increase in cash, cash equivalents and restricted cash	89.8	49.2
Cash, cash equivalents and restricted cash, beginning of period	638.3	1,028.8
Cash, cash equivalents and restricted cash, end of period	\$ 728.1	\$ 1,078.0
<b>Supplemental non-cash disclosures</b>		
Net increase (decrease) in partners' capital and accumulated other comprehensive income related to reallocation of ownership interest in Carlyle Holdings	\$ 12.2	\$ (0.3)

Non-cash distributions to non-controlling interest holders	\$ (22.4)	\$ —
Net asset impact of deconsolidation of Consolidated Funds	\$ (13.1)	\$ —
<b>Tax effect from acquisition of Carlyle Holdings partnership units:</b>		
Deferred tax asset	\$ 0.6	\$ 1.9
Tax receivable agreement liability	\$ 0.5	\$ 1.5
Total partners' capital	\$ 0.1	\$ 0.4
<b>Reconciliation of cash, cash equivalents and restricted cash, end of period:</b>		
Cash and cash equivalents	\$ 723.0	\$ 1,068.2
Restricted cash	5.1	9.8
Total cash, cash equivalents and restricted cash, end of period	\$ 728.1	\$ 1,078.0
Cash and cash equivalents held at Consolidated Funds	\$ 213.9	\$ 355.9

See accompanying notes.

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**1. Organization and Basis of Presentation**

The Carlyle Group L.P., together with its consolidated subsidiaries, is one of the world's largest global investment firms that originates, structures and acts as lead equity investor in management-led buyouts, strategic minority equity investments, equity private placements, consolidations and buildups, growth capital financings, real estate opportunities, bank loans, high-yield debt, distressed assets, mezzanine debt and other investment opportunities. The Carlyle Group L.P. is a Delaware limited partnership formed on July 18, 2011, which is managed and operated by its general partner, Carlyle Group Management L.L.C., which is in turn wholly-owned and controlled by Carlyle's founders and other senior Carlyle professionals. Except as otherwise indicated by the context, references to the "Partnership" or "Carlyle" refer to The Carlyle Group L.P., together with its consolidated subsidiaries.

Carlyle provides investment management services to, and has transactions with, various private equity funds, real estate funds, private credit funds, collateralized loan obligations ("CLOs"), and other investment products sponsored by the Partnership for the investment of client assets in the normal course of business. Carlyle typically serves as the general partner, investment manager or collateral manager, making day-to-day investment decisions concerning the assets of these products. Carlyle operates its business through four reportable segments: Corporate Private Equity, Real Assets, Global Credit, and Investment Solutions (see Note 14).

**Basis of Presentation**

The accompanying condensed consolidated financial statements include the accounts of the Partnership and its consolidated subsidiaries. In addition, certain Carlyle-affiliated funds, related co-investment entities, certain CLOs managed by the Partnership (collectively the "Consolidated Funds") have been consolidated in the accompanying condensed consolidated 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 Partnership. 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 Partnership's Annual Report on Form 10-K for the year ended December 31, 2018 filed with the 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.

To simplify the statement of operations, the Partnership condensed the presentation of performance allocations, principal investment income and performance allocations and incentive fee related compensation effective with the three months ended December 31, 2018, and no longer presents the realized and unrealized components of these line items. The accompanying consolidated statement of operations for the three months ended March 31, 2018 has been recast to reflect this presentation change. The realized and unrealized components of performance allocations and principal investment income are included in Note 4. The realized and unrealized components of performance allocations and incentive fee related compensation are included in Note 6.

**2. Summary of Significant Accounting Policies**

**Principles of Consolidation**

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

The Partnership evaluates (1) whether it holds a variable interest in an entity, (2) whether the entity is a VIE, and (3) whether the Partnership's involvement would make it the primary beneficiary. In evaluating whether the Partnership 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 Partnership 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

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variable interests. The Partnership considers all economic interests, including indirect interests, to determine if a fee is considered a variable interest.

For those entities where the Partnership holds a variable interest, the Partnership determines whether each of these entities qualifies as a VIE and, if so, whether or not the Partnership 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 Partnership 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 Partnership is the primary beneficiary, the Partnership evaluates its economic interests in the entity held either directly or indirectly by the Partnership.

As of March 31, 2019, assets and liabilities of the consolidated VIEs reflected in the unaudited condensed consolidated balance sheets were \$4.3 billion and \$4.2 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 Partnership.

Substantially all of the Partnership's Consolidated Funds are 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 Partnership earns investment management fees, including in some cases subordinated management fees and contingent incentive fees. In cases where the Partnership consolidates the CLOs (primarily because of a retained interest that is significant to the CLO), those management fees have been eliminated as intercompany transactions. As of March 31, 2019, the Partnership held \$163.4 million of investments in these CLOs which represents its maximum risk of loss. The Partnership's investments in these CLOs are generally subordinated to other interests in the entities and entitle the Partnership 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 Partnership for any losses sustained in the CLO structure.

Entities that do not qualify as VIEs are generally assessed for consolidation as voting interest entities. Under the voting interest entity model, the Partnership 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 Partnership holds variable interests in certain VIEs that are not consolidated because the Partnership is not the primary beneficiary, including its investments in certain CLOs and 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 Partnership's involvement with such entities is in the form of direct equity interests and fee arrangements. The maximum exposure to loss represents the loss of assets recognized by the Partnership relating to its variable interests in these unconsolidated entities. The Partnership's maximum exposure to loss relates to the Partnership's investments in the unconsolidated VIEs and was \$1,181.1 million as of March 31, 2019 and \$1,152.4 million as of December 31, 2018.

Additionally, as of March 31, 2019, the Partnership had \$131.3 million and \$17.2 million recognized in the condensed consolidated balance sheet related to performance allocation and management fee arrangements, respectively, related to the unconsolidated VIEs.

**Basis of Accounting**

The accompanying financial statements are prepared in accordance with U.S. GAAP. Management has determined that the Partnership'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 Partnership 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 Partnership's condensed consolidated balance sheets. Interest and other income of the Consolidated Funds as well as interest expense and other expenses of the Consolidated Funds are included in the Partnership'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 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 Partnership's accounting policies. Assumptions and estimates regarding the valuation of investments and their resulting impact on performance allocations 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 Partnership 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 Partnership recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. Revenue is recognized when the Partnership transfers promised goods or services to customers in an amount that reflects the consideration to which the Partnership 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, (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 Partnership accounts for performance allocations that represent a performance-based capital allocation from fund limited partners to the Partnership (commonly known as "carried interest", which comprises substantially all of the Partnership's previously reported performance fee revenues) 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 Partnership 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 consolidated statements of operations.

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 Partnership's significant management and advisory contracts. The customer determination impacts the Partnership's analysis of the accounting for contract costs. Also, the recovery of certain costs incurred on behalf of Carlyle funds, primarily travel and entertainment costs, are presented gross in the unaudited condensed consolidated statements of operations, as the Partnership controls the inputs to its investment management performance obligation.

**Fund Management Fees**

The Partnership provides management services to funds in which it holds a general partner interest or has a management agreement. The Partnership 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.

As it relates to the Partnership's performance obligation to provide investment management services, the Partnership typically satisfies this performance obligation over time as the services are rendered, since the funds simultaneously receive and

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consume the benefits provided as the Partnership performs the service. The transaction price is the amount of consideration to which the Partnership 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 Partnership is entitled to varies based on fluctuations in the basis for the management fee, for example fund net asset value (“NAV”) or AUM. Given that the management fee basis is susceptible to market factors outside of the Partnership’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 Corporate Private Equity, Real Assets 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 to between 0.6% and 2.0%. For certain separately managed accounts and longer-dated carry funds, with expected terms greater than ten years, management fees generally range from 0.2% to 1.0% based on contributions for unrealized investments or the current value of the investment. The Partnership 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, 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 amounts of assets or the aggregate principal amount of the notes in the CLO and are due quarterly or semi-annually 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 Partnership 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 1.25% of invested capital to 1.5% of gross assets, excluding cash and cash equivalents.

Management fees for the Partnership’s private equity and real estate carry fund vehicles in the 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 or the weighted-average investment period of the underlying funds. Following the expiration of the commitment fee period or weighted-average investment period of such funds, the management fees generally range from 0.25% to 1.0% on (i) the lower of cost or fair value of the capital invested, (ii) the net asset value for unrealized investments, or (iii) the contributions for unrealized investments; however, certain separately managed accounts earn management fees at all times on contributions for unrealized investments or on the initial commitment amount. Management fees for the Investment Solutions carry fund vehicles are generally due quarterly and recognized over the related quarter.

As of March 31, 2019 and December 31, 2018, management fee receivables were \$69.0 million and \$76.2 million, respectively, and are included in due from affiliates and other receivables, net, in the unaudited condensed consolidated balance sheets.

The Partnership 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. Transaction fees also include underwriting fees from the Partnership’s loan syndication and capital markets business, Carlyle Capital Solutions (“CCS”). Fund management fees includes transaction and portfolio advisory fees of \$8.8 million and \$6.6 million for the three months ended March 31, 2019 and 2018, respectively, net of any offsets as defined in the respective partnership agreements.

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

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The Partnership 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 Partnership 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 Partnership 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 Partnership 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 Partnership's influence. Accordingly, incentive fees are constrained until the 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 Partnership'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 Partnership is entitled (commonly known as carried interest).

For closed-end carry funds in the Corporate Private Equity, Real Assets and Global Credit segments, the Partnership is generally entitled to a 20% allocation (or 10% to 20% on certain longer-dated carry funds, certain credit funds, and external co-investment vehicles, or approximately 2% to 10% for most of the 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% (or 4% to 7% for certain longer-dated carry funds) and return of certain fund costs (generally subject to catch-up provisions as set forth in the fund limited partnership agreement). Carried interest is recognized upon appreciation of the funds' investment values above certain return hurdles set forth in each respective partnership agreement. The Partnership 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 Partnership'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 Partnership 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 Partnership in future periods if the funds' 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 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.

Principal investment income (loss) is realized when the Partnership redeems all or a portion of its investment or when the Partnership receives or is due cash income, such as dividends or distributions. Principal investment income (loss) also includes the Partnership's allocation of earnings from its investments in Fortitude Re and, as it relates to the Partnership's investments in NGP (see Note 4), the related amortization of the basis difference between the Partnership's carrying value of its investment and the Partnership's share of underlying net assets of the investee, as well as the compensation expense associated with



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compensatory arrangements provided by the Partnership to employees of its equity method investee. Unrealized principal investment income (loss) results from changes in the fair value of the underlying investment as well as the reversal of unrealized gain (loss) at the time an investment is realized.

**Interest 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 Partnership is included in interest and other income in the accompanying unaudited condensed consolidated statements of operations. Interest income of the Consolidated Funds was \$51.0 million and \$46.0 million for the three months ended March 31, 2019 and 2018, respectively, and is included in interest and other income of Consolidated Funds in the accompanying unaudited condensed consolidated statements of operations.

**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 to Carlyle employees is measured at fair value on the grant date. In June 2018, the Partnership adopted ASU 2018-7, *Improvements to Nonemployee Share-Based Payment Accounting*, which aligned the accounting for non-employee equity-based awards with the accounting for employee equity-based awards, retroactive to January 1, 2018. 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 derived service period on a straight-line basis.

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 Partnership's equity method earnings because they are issued to employees of equity method investees.

The Partnership 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 Partnership recognizes all excess tax benefits and deficiencies as income tax benefit or expense in the unaudited condensed consolidated statement 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 Partnership. 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, 2019 and December 31, 2018, the Partnership had recorded a liability of \$1.9 billion and \$1.8 billion, respectively, 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**

Certain of the wholly-owned subsidiaries of the Partnership and the Carlyle Holdings partnerships are subject to federal, state, local and foreign corporate income taxes at the entity level and the related tax provision attributable to the Partnership's share of this income is reflected in the unaudited condensed consolidated financial statements. Based on applicable federal, foreign, state and local tax laws, the Partnership records a provision for income taxes for certain entities. Tax positions taken by the Partnership are subject to periodic audit by U.S. federal, state, local and foreign taxing authorities.

The Partnership 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

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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 Partnership'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 Partnership'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.

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 Partnership 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 Partnership 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 Partnership 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.

**Tax Receivable Agreement**

Exchanges of Carlyle Holdings partnership units for the Partnership's common units that are executed by the limited partners of the Carlyle Holdings partnerships result in transfers of and increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, primarily attributable to a portion of the goodwill inherent in the business. These transfers and increases in tax basis will increase (for tax purposes) depreciation and amortization and therefore reduce the amount of tax that certain of the Partnership's subsidiaries, including Carlyle Holdings I GP Inc., which are referred to as the "corporate taxpayers," would otherwise be required to pay in the future. This increase in tax basis may also decrease gain (or increase loss) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. The Partnership has entered into a tax receivable agreement with the limited partners of the Carlyle Holdings partnerships whereby the corporate taxpayers have 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 or foreign or franchise tax that the corporate taxpayers realize as a result of these increases in tax basis and, in limited cases, transfers or prior increases in tax basis. The corporate taxpayers expect to benefit from the remaining 15% of cash tax savings, if any, in income tax they realize. Payments under the tax receivable agreement will be based on the tax reporting positions that the Partnership will determine. The corporate taxpayers will not be reimbursed for any payments previously made under the tax receivable agreement if a tax basis increase is successfully challenged by the Internal Revenue Service.

The Partnership records an increase in deferred tax assets for the estimated income tax effects of the increases in tax basis based on enacted federal and state tax rates at the date of the exchange. To the extent that the Partnership estimates that the corporate taxpayers will not realize the full benefit represented by the deferred tax asset, based on an analysis that will consider, among other things, its expectation of future earnings, the Partnership will reduce the deferred tax asset with a valuation allowance and will assess the probability that the related liability owed under the tax receivable agreement will be paid. The Partnership records 85% of the estimated realizable tax benefit (which is the recorded deferred tax asset less any recorded valuation allowance) as an increase to the liability due under the tax receivable agreement, which is included in due to affiliates in the accompanying condensed consolidated financial statements. The remaining 15% of the estimated realizable tax benefit is initially recorded as an increase to the Partnership's partners' capital.

All of the effects to the deferred tax asset of changes in any of the Partnership's estimates after the tax year of the exchange will be reflected in the provision for income taxes. Similarly, the effect of subsequent changes in the enacted tax rates will be reflected 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 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 partners' capital.

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Non-controlling interests in Carlyle Holdings relate to the ownership interests of the other limited partners of the Carlyle Holdings partnerships. The Partnership, through wholly-owned subsidiaries, is the sole general partner of Carlyle Holdings. Accordingly, the Partnership consolidates Carlyle Holdings into its consolidated financial statements, and the other ownership interests in Carlyle Holdings are reflected as non-controlling interests in the Partnership's unaudited condensed consolidated financial statements. Any change to the Partnership's ownership interest in Carlyle Holdings while it retains the controlling financial interest in Carlyle Holdings is accounted for as a transaction within partners' capital as a reallocation of ownership interests in Carlyle Holdings.

**Earnings Per Common Unit**

The Partnership computes earnings per common unit in accordance with ASC 260, *Earnings Per Share* ("ASC 260"). Basic earnings per common unit is calculated by dividing net income (loss) attributable to the common units of the Partnership by the weighted-average number of common units outstanding for the period. Diluted earnings per common unit reflects the assumed conversion of all dilutive securities. Net income (loss) attributable to the common units excludes net income (loss) and dividends attributable to any participating securities under the two-class method of ASC 260.

**Investments**

Investments include (i) the Partnership's ownership interests (typically general partner interests) in the Funds, (ii) strategic investments made by the Partnership (both of which are accounted for as equity method investments), (iii) the investments held by the Consolidated Funds (which are presented at fair value in the Partnership's unaudited condensed consolidated financial statements), and (iv) certain credit-oriented investments, including investments in the CLOs (which are accounted for as trading securities).

The valuation procedures utilized for investments of the Funds vary depending on the nature of the investment. The fair value of investments in publicly-traded securities is based on the closing price of the security with adjustments to reflect appropriate discounts if the securities are subject to restrictions.

The fair value of non-equity securities or other investments, which may include instruments that are not listed on an exchange, considers, among other factors, external pricing sources, such as dealer quotes or independent pricing services, recent trading activity or other information that, in the opinion of the Partnership, may not have been reflected in pricing obtained from external sources.

When valuing private securities or assets without readily determinable market prices, the Partnership gives consideration to operating results, financial condition, economic and/or market events, recent sales prices and other pertinent information. These valuation procedures may vary by investment, but include such techniques as comparable public market valuation, comparable acquisition valuation and discounted cash flow analysis. 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. Furthermore, there is no assurance that, upon liquidation, the Partnership will realize the values presented herein.

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.

*Principal Equity Method Investments*

The Partnership accounts for all investments in which it has or is otherwise presumed to have significant influence, including investments in the unconsolidated Funds and strategic investments, using the equity method of accounting. The carrying value of equity method investments is determined based on amounts invested by the Partnership, 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 Partnership 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.

**Notes to the Condensed Consolidated Financial Statements  
(Unaudited)****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 Partnership.

**Restricted Cash**

Restricted cash primarily represents cash held by the Partnership'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 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 Partnership 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 Partnership, securities sold under agreements to repurchase ("repurchase agreements") are accounted for as collateralized financing transactions. The Partnership 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, 2019, \$20.8 million of securities were transferred to counterparties under repurchase agreements and are included within investments in the condensed consolidated balance sheets. Cash received under repurchase agreements is recognized as a liability within debt obligations in the condensed consolidated balance sheets. Interest expense is recognized on an effective yield basis and is included within interest expense in the condensed consolidated statements of operations. See Note 5 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**

On January 1, 2019, the Partnership adopted ASU 2016-2, *Leases (Topic 842)* under the modified retrospective method. ASU 2016-2, and related amendments, requires lessees to recognize virtually all of their leases on the balance sheet by recording right-of-use assets and lease liabilities. The lease liability is measured at the present value of lease payments and the right-of-use asset is based on the lease liability value, subject to adjustments for deferred rent, lease incentives, unamortized initial direct costs, or impairment. As of December 31, 2018, there was \$65.2 million of deferred rent and lease incentives that was reclassified from accounts payable, accrued expenses and other liabilities into right-of-use assets upon the adoption of ASU 2016-2. Leases can be classified as either operating leases or finance leases. Operating leases will result in straight-line lease expense, while finance leases will result in front-loaded expense. The adoption of this guidance did not have a material impact on operating results. The Partnership elected the transition option provided by the FASB, which allows entities to not apply ASC 842 in the comparative periods presented in the financial statements in the year of adoption. The Partnership also elected to use the practical expedients available under the transition provisions under which the Partnership did not need to reassess whether an arrangement is or contains a lease, lease classification, and the accounting for initial direct costs.

Notes to the Condensed Consolidated Financial Statements  
(Unaudited)

The Partnership 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 Partnership's leases primarily consist of operating leases for office space in various countries around the world. The Partnership also has operating leases for office equipment and vehicles, which are not significant. The Partnership 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 Partnership's right to use an underlying asset for the lease term and lease liabilities represent the Partnership's obligation to make lease payments arising from the leases. The Partnership'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 Partnership and are presented net of deferred rent and lease incentives. Absent an implicit interest rate in the lease, the Partnership 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 Partnership's lease terms may include options to extend or terminate the lease when it is reasonably certain that the Partnership will exercise those options. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Partnership does not recognize a lease liability or right-of-use asset on the balance sheet for short-term leases. Instead, the Partnership 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 Partnership evaluates the lease term and the purchase option in the same manner as all other leases.

### Intangible Assets and Goodwill

The Partnership'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 ten years, and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Intangible asset amortization expense was \$3.9 million and \$2.7 million during the three months ended March 31, 2019 and 2018, respectively, and is included in general, administrative, and other expenses in the unaudited condensed consolidated statements of operations.

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 1st 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. The increase in the deferred revenue balance for the three months ended March 31, 2019 was primarily driven by cash payments received in advance of the Partnership 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 Partnership'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, 2019 and December 31, 2018 were as follows:

	As of	
	March 31, 2019	December 31, 2018
	(Dollars in millions)	
Currency translation adjustments	\$ (80.3)	\$ (79.7)
Unrealized losses on defined benefit plans	(3.0)	(4.6)
Fortitude Re available-for-sale securities	1.8	1.0
Total	\$ (81.5)	\$ (83.3)

**Notes to the Condensed Consolidated Financial Statements  
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### 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 losses resulting from transactions outside of the functional currency of an entity of \$12.7 million and \$6.7 million for the three months ended March 31, 2019 and 2018, respectively, are included in general, administrative and other expenses in the unaudited condensed consolidated statements of operations.

### Recent Accounting Pronouncements

In August 2018, the SEC adopted amendments to certain disclosure requirements in Securities Act Release No. 33-10532, *Disclosure Update and Simplification*. The amendments became effective on November 5, 2018. Among the amendments is the requirement to present the changes in shareholders' equity in the interim financial statements (either in a separate statement or footnote) in quarterly reports on Form 10-Q. The Partnership included a separate statement of changes in partners' capital in these condensed consolidated financial statements.

#### Recently Issued Accounting Standards Adopted as of January 1, 2019

In February 2018, the FASB issued ASU 2018-2, *Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*. ASU 2018-2 allows a reclassification from accumulated other comprehensive income to partners' capital for stranded effects resulting from the Tax Cuts and Jobs Act. The guidance was effective for the Partnership on January 1, 2019 and the Partnership adopted this guidance on that date. The impact of this guidance was not material to the Partnership.

In August 2017, the FASB issued ASU 2017-12, *Derivatives and Hedging (Topic 815) - Targeted Improvements to Accounting for Hedging Activities*. ASU 2017-12, among other things, permits hedge accounting for risk components in hedging relationships to now involve nonfinancial risk components and requires an entity to present the earnings effect of the hedging instrument in the same income statement line item in which the earnings effect of the hedge item is reported. The guidance was effective for the Partnership on January 1, 2019 and requires cash flow hedges and net investment hedges existing at the date of adoption to apply a cumulative effect adjustment to eliminate the measurement of ineffectiveness to accumulated other comprehensive income with a corresponding adjustment to the opening balance of partners' capital as of the beginning of the fiscal year that an entity adopts the guidance. The amended presentation and disclosure guidance is required only prospectively. The Partnership adopted this guidance on January 1, 2019 and the impact was not material.

#### Recently Issued Accounting Standards Effective on January 1, 2020

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) - Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement*. ASU 2018-13 eliminates, adds and modifies certain disclosure requirements for fair value measurements. This guidance is effective for the Partnership on January 1, 2020 and early adoption is permitted. The Partnership is currently assessing the potential impact of this guidance to the fair value disclosures.

In January 2017, the FASB issued ASU 2017-4, *Intangibles - Goodwill and Other (Topic 350) - Simplifying the Test for Goodwill Impairment*. ASU 2017-04 simplifies an entity's annual goodwill test for impairment by eliminating the requirement to calculate the implied fair value of goodwill, and instead an entity should compare the fair value of a reporting unit with its carrying amount. The impairment charge will then be the amount by which the carrying amount exceeds the reporting unit's fair value. An entity would still have the option to perform a qualitative assessment for a reporting unit to determine if the quantitative impairment test is necessary. The guidance is effective for the Partnership on January 1, 2020 and requires the guidance to be applied using a prospective transition method. Early adoption is permitted. The Partnership does not expect the impact of this guidance to be material.

In June 2016, the FASB issued ASU 2016-13, *Accounting for Financial Instruments - Credit Losses (Topic 326)*. ASU 2016-13 requires an organization to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. Currently, GAAP requires an "incurred loss" methodology that delays recognition until it is probable a loss has been incurred. Under the new standard, the allowance for credit losses must be deducted from the amortized cost of the financial asset to present the net amount expected to be collected. The income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This provision of the guidance requires a modified retrospective transition method and will result in a cumulative-effect adjustment in retained earnings upon adoption. This guidance is effective for the Partnership on January 1, 2020 and early adoption is permitted. The Partnership is currently assessing the potential impact of this guidance.

### 3. Fair Value Measurement

The fair value measurement accounting guidance 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 types of financial instruments in this category include unrestricted securities, such as equities and

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derivatives, listed in active markets. The Partnership does not adjust the quoted price for these instruments, even in situations where the Partnership 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 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 Partnership’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 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.

The following table summarizes the Partnership’s assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of March 31, 2019:

<b>(Dollars in millions)</b>	<b>Level I</b>	<b>Level II</b>	<b>Level III</b>	<b>Total</b>
<b>Assets</b>				
Investments of Consolidated Funds:				
Bonds	\$ —	\$ —	\$ 653.4	\$ 653.4
Loans	—	—	3,377.6	3,377.6
	—	—	4,031.0	4,031.0
Investments in CLOs and other	—	—	472.3	472.3
Corporate treasury investments				
Bonds	—	10.9	—	10.9
Commercial paper and other	—	17.5	—	17.5
	—	28.4	—	28.4
Foreign currency forward contracts	—	1.9	—	1.9
Total	\$ —	\$ 30.3	\$ 4,503.3	\$ 4,533.6
<b>Liabilities</b>				
Loans payable of Consolidated Funds <sup>(1)</sup>	\$ —	\$ —	\$ 3,750.0	\$ 3,750.0
Foreign currency forward contracts	—	1.3	—	1.3
Total	\$ —	\$ 1.3	\$ 3,750.0	\$ 3,751.3

(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 Partnership and (ii) the carrying value of any beneficial interests that represent compensation for services.

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The following table summarizes the Partnership's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of December 31, 2018:

(Dollars in millions)	Level I	Level II	Level III	Total
<b>Assets</b>				
Investments of Consolidated Funds:				
Bonds	\$ —	\$ —	\$ 690.1	\$ 690.1
Loans	—	—	4,596.5	4,596.5
	—	—	5,286.6	5,286.6
Investments in CLOs and other	—	—	446.4	446.4
Corporate treasury investments				
Bonds	—	29.2	—	29.2
Commercial paper and other	—	22.5	—	22.5
<b>Total</b>	<b>\$ —</b>	<b>\$ 51.7</b>	<b>\$ 5,733.0</b>	<b>\$ 5,784.7</b>
<b>Liabilities</b>				
Loans payable of Consolidated Funds <sup>(1)</sup>	\$ —	\$ —	\$ 4,840.1	\$ 4,840.1
Foreign currency forward contracts	—	1.4	—	1.4
<b>Total</b>	<b>\$ —</b>	<b>\$ 1.4</b>	<b>\$ 4,840.1</b>	<b>\$ 4,841.5</b>

(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 Partnership and (ii) the carrying value of any beneficial interests that represent compensation for services.

There were no transfers from Level II to Level I during the three months ended March 31, 2019 and 2018.

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 Partnership's valuation group, which is a team made up of dedicated valuation professionals reporting to the Partnership's chief accounting officer. The valuation group is responsible for maintaining the Partnership's valuation policy and related guidance, templates and systems that are designed to be consistent with the guidance found in ASC 820, *Fair Value Measurement*. 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 Partnership's co-executive chairmen of the board, chairman emeritus, co-chief executive officers, chief risk officer, chief financial officer, chief accounting officer, co-chief investment officer and the business segment heads, and observed by the chief compliance officer, the director of internal audit, the Partnership's audit committee and others. Additionally, each quarter a sample of valuations is reviewed by external valuation firms.

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

*Private Equity and Real Estate Investments* – The fair values of private equity investments are determined by reference to projected net earnings, earnings before interest, taxes, depreciation and amortization ("EBITDA"), the discounted cash flow method, public market or private transactions, valuations for comparable companies or sales of comparable assets, and other measures which, in many cases, are unaudited at the time received. The methods used to estimate the fair value of real estate investments include the discounted cash flow method and/or capitalization rate ("cap rate") analysis. Valuations may be derived by reference to observable valuation measures for comparable companies or transactions (e.g.,



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applying a key performance metric of the investment such as EBITDA or net operating income to a relevant valuation multiple or cap rate observed in the range of comparable companies or transactions), adjusted by management for differences between the investment and the referenced comparables, and in some instances by reference to option pricing models or other similar models. 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 and capital structure if applicable. The adjustments are 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 do not currently drive a significant portion of private equity or real estate 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 Partnership may utilize other valuation techniques, including the discounted cash flow method.

*CLO Investments and CLO Loans Payable* – The Partnership measures the financial liabilities of its consolidated CLOs based on the fair value of the financial assets of its consolidated CLOs, as the Partnership 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 Partnership performs certain procedures to ensure the reliability of the quotations from pricing services. 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 Partnership measures the CLO loans payable 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 Partnership. The Partnership continues to measure the CLO loans payable that it holds at fair value based on both discounted cash flow analyses and third-party quotes, as described above.

*Fund Investments* – The Partnership's investments in external funds are valued based on its proportionate share of the net assets provided by the third party general partners of the underlying fund partnerships based on the most recent available information which typically has a lag of up to 90 days. The terms of the investments generally preclude the ability to redeem the investment. Distributions from these investments will be received as the underlying assets in the funds are liquidated, the timing of which cannot be readily determined.

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

	Financial Assets			
	Three Months Ended March 31, 2019			
	Investments of Consolidated Funds			Total
Bonds	Loans	Investments in CLOs and other		
Balance, beginning of period	\$ 690.1	\$ 4,596.5	\$ 446.4	\$ 5,733.0
Deconsolidation of funds <sup>(1)</sup>	—	(883.7)	1.7	(882.0)
Purchases	69.5	240.9	29.7	340.1
Sales and distributions	(100.3)	(368.2)	(4.0)	(472.5)
Settlements	—	(130.3)	—	(130.3)
Realized and unrealized gains (losses), net				
Included in earnings	7.6	(5.8)	(4.1)	(2.3)
Included in other comprehensive income	(13.5)	(71.8)	2.6	(82.7)
Balance, end of period	\$ 653.4	\$ 3,377.6	\$ 472.3	\$ 4,503.3
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	\$ 6.5	\$ (16.1)	\$ (4.1)	\$ (13.7)

(1) As a result of the deconsolidation of two CLOs during the three months ended March 31, 2019, the investments that the Partnership held in those CLOs are no longer eliminated in consolidation and are now included in investments in CLOs and other.

	Financial Assets					
	Three Months Ended March 31, 2018					
	Investments of Consolidated Funds				Investments in CLOs and other	Total
Equity securities	Bonds	Loans	Other			
Balance, beginning of period	\$ 7.9	\$ 413.4	\$ 4,112.7	\$ 0.3	\$ 405.4	\$ 4,939.7
Purchases	—	124.5	786.7	—	45.0	956.2
Sales and distributions	—	(55.4)	(239.8)	—	(3.0)	(298.2)
Settlements	—	—	(234.8)	—	—	(234.8)
Realized and unrealized gains (losses), net						
Included in earnings	2.7	(6.8)	(8.4)	—	2.1	(10.4)
Included in other comprehensive income	0.2	10.5	82.2	—	4.8	97.7
Balance, end of period	\$ 10.8	\$ 486.2	\$ 4,498.6	\$ 0.3	\$ 454.3	\$ 5,450.2
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	\$ 2.7	\$ (6.2)	\$ (8.8)	\$ —	\$ 2.1	\$ (10.2)

Notes to the Condensed Consolidated Financial Statements  
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	Financial Liabilities	
	Loans Payable of Consolidated Funds	
	Three Months Ended March 31,	
	2019	2018
Balance, beginning of period	\$ 4,840.1	\$ 4,303.8
Deconsolidation of funds	(870.6)	—
Borrowings	142.4	751.4
Paydowns	(299.5)	(570.8)
Realized and unrealized (gains) losses, net		
Included in earnings	15.2	(17.5)
Included in other comprehensive income	(77.6)	87.6
Balance, end of period	\$ 3,750.0	\$ 4,554.5
Changes in unrealized (gains) losses included in earnings related to financial liabilities still held at the reporting date	\$ 2.7	\$ (24.5)

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 Consolidated Funds are included in net investment gains (losses) of Consolidated Funds in the 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, non-controlling interests in consolidated entities and non-controlling interests in Carlyle Holdings in the unaudited condensed consolidated balance sheets.

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The following table summarizes quantitative information about the Partnership's Level III inputs as of March 31, 2019:

<i>(Dollars in millions)</i>	Fair Value at March 31, 2019	Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
<b>Assets</b>				
Investments of Consolidated Funds:				
Bonds	653.4	Consensus Pricing	Indicative Quotes (% of Par)	30 - 106 (94)
Loans	3,377.6	Consensus Pricing	Indicative Quotes (% of Par)	75 - 101 (98)
	<b>4,031.0</b>			
Investments in CLOs and other:				
Senior secured notes	408.7	Discounted Cash Flow with Consensus Pricing	Discount Margins (% of Par)	35 - 1,150 (192)
			Default Rates	1% - 3% (2%)
			Recovery Rates	45% - 70% (57%)
			Indicative Quotes (% of Par)	84 - 100 (99)
Subordinated notes and preferred shares	63.6	Discounted Cash Flow with Consensus Pricing	Discount Rates	9% - 13% (11%)
			Default Rates	1% - 3% (2%)
			Recovery Rates	45% - 70% (56%)
			Indicative Quotes (% of Par)	47 - 97 (72)
Total	<u>\$ 4,503.3</u>			
<b>Liabilities</b>				
Loans payable of Consolidated Funds:				
Senior secured notes	\$ 3,601.2	Other	N/A	N/A
Subordinated notes and preferred shares	148.8	Discounted Cash Flow with Consensus Pricing	Discount Rates	9% - 13% (11%)
			Default Rates	1% - 3% (2%)
			Recovery Rates	50% - 70% (60%)
			Indicative Quotes (% of Par)	63 - 90 (77)
Total	<u>\$ 3,750.0</u>			

Notes to the Condensed Consolidated Financial Statements  
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The following table summarizes quantitative information about the Partnership's Level III inputs as of December 31, 2018:

<i>(Dollars in millions)</i>	Fair Value at December 31, 2018	Valuation Technique(s)	Unobservable Input(s)	Range (Weighted Average)
<b>Assets</b>				
Investments of Consolidated Funds:				
Bonds	\$ 690.1	Consensus Pricing	Indicative Quotes (% of Par)	50 - 104 (94)
Loans	4,596.5	Consensus Pricing	Indicative Quotes (% of Par)	73 - 102 (98)
	<u>5,286.6</u>			
Investments in CLOs and other				
Senior secured notes	392.8	Discounted Cash Flow with Consensus Pricing	Discount Margins (% of Par)	70 - 1,100 (182)
			Default Rates	1% - 3% (2%)
			Recovery Rates	45% - 73% (57%)
			Indicative Quotes (% of Par)	86 - 101 (99)
Subordinated notes and preferred shares	53.6	Discounted Cash Flow with Consensus Pricing	Discount Rate	10% - 12% (11%)
			Default Rates	1% - 3% (2%)
			Recovery Rates	45% - 73% (56%)
			Indicative Quotes (% of Par)	45 - 106 (75)
<b>Total</b>	<u><u>\$ 5,733.0</u></u>			
<b>Liabilities</b>				
Loans payable of Consolidated Funds:				
Senior secured notes	\$ 4,607.2	Other	N/A	N/A
Subordinated notes and preferred shares	232.9	Discounted Cash Flow with Consensus Pricing	Discount Rates	10% - 12% (11%)
			Default Rates	1% - 3% (2%)
			Recovery Rates	45% - 73% (60%)
			Indicative Quotes (% of Par)	68 - 94 (81)
<b>Total</b>	<u><u>\$ 4,840.1</u></u>			

The significant unobservable inputs used in the fair value measurement of the Partnership's investments in bonds and loans are indicative quotes. Significant decreases in indicative quotes in isolation would result in a significantly lower fair value measurement.

The significant unobservable inputs used in the fair value measurement of the Partnership's investments in CLOs and other investments include discount margins, discount rates, default rates, recovery rates and indicative quotes. Significant decreases in recovery rates or indicative quotes 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 Partnership'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.

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4. Investments

Investments consist of the following:

	As of	
	March 31, 2019	December 31, 2018
	(Dollars in millions)	
Accrued performance allocations	\$ 3,705.8	\$ 3,480.0
Principal equity method investments, excluding performance allocations	2,050.9	1,765.8
Principal investments in CLOs and other	479.8	451.7
Total investments	<u>\$ 6,236.5</u>	<u>\$ 5,697.5</u>

Accrued Performance Allocations

The components of accrued performance allocations are as follows:

	As of	
	March 31, 2019	December 31, 2018
	(Dollars in millions)	
Corporate Private Equity	\$ 2,068.7	\$ 1,990.2
Real Assets	749.7	654.2
Global Credit	128.8	99.3
Investment Solutions	758.6	736.3
Total	<u>\$ 3,705.8</u>	<u>\$ 3,480.0</u>

Approximately 25% and 24% of accrued performance allocations at March 31, 2019 and December 31, 2018, respectively, are related to Carlyle Partners VI, L.P., one of the Partnership's Corporate Private Equity funds.

Accrued performance allocations are shown gross of the Partnership's accrued performance allocations and incentive fee-related compensation (see Note 6), 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, 2019	December 31, 2018
	(Dollars in millions)	
Corporate Private Equity	\$ (5.0)	\$ (5.0)
Real Assets	(58.2)	(58.2)
Total	<u>\$ (63.2)</u>	<u>\$ (63.2)</u>

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**Principal Equity Method Investments, Excluding Performance Allocations**

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

	As of	
	March 31, 2019	December 31, 2018
	(Dollars in millions)	
Corporate Private Equity	\$ 395.5	\$ 374.7
Real Assets	762.2	770.0
Global Credit	812.0	545.0
Investment Solutions	81.2	76.1
<b>Total</b>	<b>\$ 2,050.9</b>	<b>\$ 1,765.8</b>

**Strategic Investment in Fortitude Re (f/k/a DSA Re)**

On November 13, 2018, the Partnership acquired a 19.9% interest in Fortitude Holdings, LLC (“Fortitude Holdings”), a wholly owned subsidiary of American International Group, Inc. (“AIG”) (“the Transaction”). 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. Fortitude Re has approximately \$35 billion in reserves as of December 31, 2018.

Pursuant to the Membership Interest Purchase Agreement, the Partnership entered into a strategic asset management relationship with Fortitude Re pursuant to which Fortitude Re, together with certain AIG-affiliated ceding companies it has reinsured, committed to allocate assets in asset management strategies and vehicles of the Partnership and its affiliates. If Fortitude Re, together with AIG and its affiliates, fails to allocate an agreed upon amount of assets to the Partnership’s asset management strategies and vehicles within 30 to 36 months of the closing of the transaction, the Partnership may be entitled to certain payments from AIG based on the commitment shortfall and assumed customary fee rates.

The Partnership paid \$381 million in cash at closing (the “Initial Purchase Price”) and expects to pay up to \$95 million in additional deferred consideration following December 31, 2023. If Fortitude Re is unable to distribute a planned non-pro rata dividend to AIG within 18 months following closing, then the Initial Purchase Price may be adjusted upward by up to \$100 million to account for the increased value of Fortitude Re’s equity. AIG has also agreed to a post-closing purchase price adjustment pursuant to which AIG will pay affiliates of the Partnership in respect of certain adverse reserve development in Fortitude Re’s property and casualty insurance business, based on an agreed methodology, that occur on or prior to December 31, 2023, up to the value of the Partnership’s investment. The Partnership incurred approximately \$17.9 million in transaction costs, which are included in the carrying value of the investment.

In connection with the Transaction, the Partnership also entered into an operating agreement that governs its rights and obligations as an equity holder of Fortitude Re and entitles the Partnership to customary minority protections contingent upon the Partnership maintaining agreed ownership percentages of Fortitude Re.

The Partnership’s investment is accounted for under the equity method of accounting and the investment is included in the Global Credit segment. Separately, income from the assets to be managed by the Partnership is included in the segment of the relevant investment fund. The Partnership’s net investment earnings (loss) from its investment are included in principal investment income in the consolidated statements of operations.

As of March 31, 2019 and December 31, 2018, the Partnership’s investment in Fortitude Re is \$721.9 million and \$460.2 million, respectively. The Partnership’s earnings from its investment for the three months ended March 31, 2019 were \$256.3 million, inclusive of \$229.3 million of unrealized gains related to the change in fair value of embedded derivatives related to certain reinsurance contracts included in Fortitude Re’s U.S. GAAP financial statements. Modified coinsurance is subject to the general accounting principles for hedging, specifically the guidance originally issued as Derivatives Implementation Group Issue No. B36: *Embedded Derivatives: Modified Coinsurance Agreements and Debt Instruments That Incorporate Credit Risk Exposures That Are Unrelated or Only Partially Related to the Creditworthiness of the Obligor under Those Instruments* (“DIG B36”).

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Estimated summarized financial information of Fortitude Re is presented below:

	<b>Three Months Ended March 31, 2019</b>	
	<b>(Dollars in millions)</b>	
Revenues	\$	594.0
Expenses		440.0
Operating income		154.0
Net realized and unrealized gain (loss)		1,489.0
Income tax expense		345.0
Net income	\$	1,298.0

**Strategic Investment in NGP**

The Partnership 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 Partnership accounts for its investments in NGP under the equity method of accounting, and includes these investments in the Real Assets segment. These interests entitle the Partnership 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 Partnership's investments in NGP as of March 31, 2019 and December 31, 2018 are as follows:

	<b>As of</b>	
	<b>March 31, 2019</b>	<b>December 31, 2018</b>
	<b>(Dollars in millions)</b>	
Investment in NGP Management	\$ 388.5	\$ 394.6
Investments in NGP general partners - accrued performance allocations	155.7	151.0
Principal investments in NGP funds	75.7	77.6
Total investments in NGP	\$ 619.9	\$ 623.2

*Investment in NGP Management.* The Partnership's equity interests in NGP Management entitle the Partnership 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 0.6% 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 XI, NGP XII and NGP X during the three months ended March 31, 2019 and 2018.

The Partnership 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 strategic investment, and the amortization of the basis differences related to the definitive-lived identifiable intangible assets of NGP Management. The net investment income (loss) recognized in the Partnership's condensed consolidated statements of operations for the three months ended March 31, 2019 and 2018 were as follows:



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	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Management fee-related revenues from NGP Management	\$ 25.2	\$ 18.9
Expenses related to the investment in NGP Management	(2.5)	(2.9)
Amortization of basis differences from the investment in NGP Management	(1.4)	(1.8)
Net investment income from NGP Management	<u>\$ 21.3</u>	<u>\$ 14.2</u>

The difference between the Partnership's remaining carrying value of its investment and its share of the underlying net assets of the investee was \$12.8 million and \$14.2 million as of March 31, 2019 and December 31, 2018, respectively; these differences are amortized over a period of 10 years from the initial investment date.

*Investment in the General Partners of NGP Carry Funds.* The Partnership'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 Partnership records investment income for its equity income allocation from these performance allocations. The Partnership recognized net investment earnings related to these performance allocations in its consolidated statements of operations of \$4.7 million and \$12.0 million for the three months ended March 31, 2019 and 2018, respectively.

*Principal Investments in NGP Funds.* The Partnership also holds principal investments in the NGP Carry Funds. The Partnership recognized net investment earnings (loss) related to principal investment income in its consolidated statements of operations of \$0.4 million and \$1.3 million for the three months ended March 31, 2019 and 2018, respectively.

**Principal Investments in CLOs and Other Investments**

Principal investments in CLOs and other investments as of March 31, 2019 and December 31, 2018 primarily consisted of \$479.8 million and \$451.7 million, respectively, of investments in CLO senior and subordinated notes and derivative instruments.

**Investment Income (Loss)**

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

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Performance allocations		
Realized	\$ 29.8	\$ 220.6
Unrealized	319.3	87.5
	<u>349.1</u>	<u>308.1</u>
Principal investment income from equity method investments (excluding performance allocations)		
Realized	31.3	27.1
Unrealized	271.3	26.0
	<u>302.6</u>	<u>53.1</u>
Principal investment income (loss) from investments in CLOs and other investments		
Realized	0.9	0.4
Unrealized	(1.7)	0.6
	<u>(0.8)</u>	<u>1.0</u>
Total	<u>\$ 650.9</u>	<u>\$ 362.2</u>

Notes to the Condensed Consolidated Financial Statements  
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The performance allocations included in revenues are derived from the following segments:

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Corporate Private Equity	\$ 132.8	\$ 257.9
Real Assets	109.4	(3.3)
Global Credit	29.6	2.6
Investment Solutions	77.3	50.9
Total	\$ 349.1	\$ 308.1

Approximately 56%, or \$194.1 million, of performance allocations for the three months ended March 31, 2019 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 VI, L.P. (Corporate Private Equity segment) - \$109.7 million,
- Carlyle Realty Partners V, L.P. (Real Assets segment) - \$62.2 million, and
- AlpInvest Co- & Secondary Investments 2006-2008 (Investment Solutions segment) - \$47.4 million.

Approximately 47%, or \$143.9 million, of performance allocations for the three months ended March 31, 2018 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 V, L.P. (Corporate Private Equity segment) - \$41.2 million,
- Carlyle Partners VI, L.P. (Corporate Private Equity segment) - \$86.2 million,
- Carlyle Europe Partners IV, L.P. (Corporate Private Equity segment) - \$90.0 million,
- Carlyle Realty Partners VII, L.P. (Real Assets segment) - \$48.6 million, and
- Carlyle Realty Partners V, L.P. (Real Assets segment) - \$(43.2) million.

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

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Corporate Private Equity	\$ 8.2	\$ 16.2
Real Assets	33.5	32.7
Global Credit	256.9	0.3
Investment Solutions	4.0	3.9
Total	\$ 302.6	\$ 53.1

**Investments of Consolidated Funds**

The Partnership 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, 2019, the Partnership formed two new CLOs for which the Partnership is not the primary beneficiary. Furthermore, during the three months ended March 31, 2019, the Partnership deconsolidated two CLOs as a result of a decrease in the Partnership's direct interest in the CLOs.

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

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**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,	
	2019	2018
	(Dollars in millions)	
Interest income from investments	\$ 51.0	\$ 46.0
Other income	1.4	1.3
<b>Total</b>	<b>\$ 52.4</b>	<b>\$ 47.3</b>

**Net Investment Gains (Losses) of Consolidated Funds**

Net investment gains (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 gains (losses) of Consolidated Funds are as follows:

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Gains (losses) from investments of Consolidated Funds	\$ 1.1	\$ (15.4)
Gains (losses) from liabilities of CLOs	(15.3)	17.4
<b>Total</b>	<b>\$ (14.2)</b>	<b>\$ 2.0</b>

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

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Realized losses	\$ (8.0)	\$ (2.7)
Net change in unrealized gains (losses)	9.1	(12.7)
<b>Total</b>	<b>\$ 1.1</b>	<b>\$ (15.4)</b>

**5. Borrowings**

The Partnership borrows and enters into credit agreements for its general operating and investment purposes. The Partnership's debt obligations consist of the following (Dollars in millions):

	March 31, 2019		December 31, 2018	
	Borrowing Outstanding	Carrying Value	Borrowing Outstanding	Carrying Value
Senior Credit Facility Term Loan Due 2/11/2024	\$ —	\$ —	\$ 25.0	\$ 24.9
CLO Borrowings (See below)	328.2	328.2	309.9	309.9
3.875% Senior Notes Due 2/01/2023	250.0	249.1	250.0	249.0
5.625% Senior Notes Due 3/30/2043	600.0	600.7	600.0	600.7
5.650% Senior Notes Due 9/15/2048	350.0	345.7	350.0	345.7
Promissory Notes Due 7/15/2019	13.5	13.5	20.2	20.2
<b>Total debt obligations</b>	<b>\$ 1,541.7</b>	<b>\$ 1,537.2</b>	<b>\$ 1,555.1</b>	<b>\$ 1,550.4</b>

**Senior Credit Facility**

On February 11, 2019, the Partnership entered into an amendment and restatement of its senior credit facility. In connection with this amendment and restatement, the capacity under the revolving credit facility was increased to \$775.0 million from \$750.0 million, the term was extended to February 11, 2024, and the \$25.0 million term loan was repaid. 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 LIBOR plus an applicable margin not to exceed 1.50% per annum (at March 31, 2019, the interest rate was 3.75%). There was no amount outstanding

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under the revolving credit facility at March 31, 2019. Interest expense under the senior credit facility was not significant for the three months ended March 31, 2019 and 2018. The fair value of the outstanding balances of the term loan and revolving credit facility at March 31, 2019 and December 31, 2018 approximated par value based on current market rates for similar debt instruments and are classified as Level III within the fair value hierarchy.

**Global Credit Revolving Credit Facility**

On December 17, 2018, certain subsidiaries of the Partnership established a \$250.0 million revolving line of credit, primarily intended to support certain lending activities within the Global Credit segment. The credit facility includes a \$125.0 million line of credit with a one-year term, and a \$125.0 million line of credit with a three-year term. Principal amounts outstanding under the facility accrued 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% (at March 31, 2019, the interest rate was 3.98%).

The Partnership has made no borrowings under the facility and there was no amount outstanding under the facility as of March 31, 2019. In April 2019, the Partnership borrowed and repaid \$17.0 million under this facility.

**CLO Borrowings**

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

Formation Date	Borrowing Outstanding March 31, 2019	Borrowing Outstanding December 31, 2018	Maturity Date (1)	Interest Rate as of March 31, 2019	
February 28, 2017	\$ 75.4	\$ 77.0	November 17, 2031	2.33%	(2)
April 19, 2017	22.8	22.9	April 22, 2031	4.69%	(3) (15)
June 28, 2017	22.9	23.0	July 22, 2031	4.68%	(4) (15)
July 20, 2017	24.4	24.4	April 21, 2027	4.30%	(5) (15)
August 2, 2017	22.8	22.8	July 23, 2029	4.57%	(6) (15)
August 2, 2017	19.5	19.9	August 3, 2022	1.75%	(7)
August 14, 2017	22.5	22.5	August 15, 2030	4.54%	(8) (15)
November 30, 2017	22.6	22.7	January 16, 2030	4.52%	(9) (15)
December 6, 2017	19.1	19.1	October 16, 2030	4.43%	(10) (15)
December 7, 2017	20.9	21.1	January 19, 2029	4.15%	(11) (15)
January 30, 2018	19.2	19.2	January 22, 2030	4.39%	(12) (15)
March 1, 2018	15.3	15.3	January 15, 2031	4.34%	(13) (15)
March 15, 2019	20.8	—	March 15, 2032	2.56%	(14)
	<u>\$ 328.2</u>	<u>\$ 309.9</u>			

- (1) Maturity date is earlier of date indicated or the date that the CLO is dissolved.
- (2) Outstanding borrowing of €67.2 million; incurs interest at EURIBOR plus applicable margins as defined in the agreement.
- (3) Incurs interest at LIBOR plus 1.932%.
- (4) Incurs interest at LIBOR plus 1.923%.
- (5) Incurs interest at LIBOR plus 1.536%.
- (6) Incurs interest at LIBOR plus 1.808%.
- (7) Original borrowing of €17.4 million; incurs interest at EURIBOR plus 1.75% and has full recourse to the Partnership.
- (8) Incurs interest at LIBOR plus 1.848%.
- (9) Incurs interest at LIBOR plus 1.7312%.
- (10) Incurs interest at LIBOR plus 1.647%.
- (11) Incurs interest at LIBOR plus 1.365%.
- (12) Incurs interest at LIBOR plus 1.624%.
- (13) Incurs interest at LIBOR plus 1.552%.

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- (14) Incurs interest at the average effective interest rate of each class of purchased securities plus 0.50% spread percentage and 0.08% class A-1 periodic adjustment rate up to €54,120.
- (15) Term loan issued under master credit agreement.

The CLO term loans are secured by the Partnership'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 on these term loans was not significant for the three months ended March 31, 2019 and 2018. The fair value of the outstanding balance of the CLO term loans at March 31, 2019 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 Partnership entered into a financing agreement with several financial institutions under which these financial institutions have provided a €67.2 million term loan (\$75.4 million at March 31, 2019) to the Partnership. This term loan is secured by the Partnership'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 Partnership may prepay the term loan in whole or in part at any time after the third anniversary of the date of issuance without penalty. Prepayment of the term loan within the first three years will incur a penalty based on the prepayment amount. Interest on this term loan accrues at EURIBOR plus applicable margins (2.33% at March 31, 2019).

*Master Credit Agreement - Term Loans*

In January 2017, the Partnership entered into a master credit agreement with a financial institution under which the financial institution expects to provide term loans to the Partnership for the purchase of eligible interests in CLOs. This agreement will terminate in January 2020. Any term loan to be issued under this master credit agreement will be secured by the Partnership's investment in the respective CLO as well as any senior management fee and subordinated management fee payable by each CLO. Any term loan bears interest at LIBOR plus a weighted average spread over LIBOR on the CLO notes and an applicable margin. Interest is due quarterly.

*CLO Repurchase Agreements*

On February 5, 2019, the Partnership entered into a €100.0 million master credit facility agreement (the "CLO Financing Facility") to finance a portion of the risk retention investments in certain European CLOs managed by the Partnership. Subject to the terms and conditions of the CLO Financing Facility, the Partnership and the counterparty may enter into repurchase agreements on such terms agreed upon by the parties. Each transaction entered into under the 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, 2019, €81.5 million of the CLO Financing Facility remained available.

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 Partnership 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 Partnership 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 Partnership will deliver cash or additional securities acceptable to the counterparty if the securities sold are in default. Upon termination of a transaction, the Partnership 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 Partnership minimizes the credit risk associated with these activities by monitoring counterparty credit exposure and collateral values. Other than margin requirements, the Partnership is not subject to additional terms or contingencies which would expose the Partnership to additional obligations based upon the performance of the securities pledged as collateral.

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**3.875% Senior Notes**

In January 2013, an indirect finance subsidiary of the Partnership issued \$500.0 million in aggregate principal amount of 3.875% senior notes due February 1, 2023 at 99.966% of par. Interest is payable semi-annually on February 1 and August 1, beginning August 1, 2013. This subsidiary 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 100% of the principal amount of the notes being redeemed and 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 semi-annual basis at the Treasury rate plus 30 basis points plus accrued and unpaid interest on the principal amounts being redeemed to the redemption date.

In September 2018, the Partnership completed a tender offer to re-purchase \$250.0 million in aggregate principal amount of its 3.875% Senior Notes due 2023. As a result of this repurchase, the Partnership recognized \$6.9 million of costs in interest expense and \$0.9 million of costs in general, administrative and other expenses upon early extinguishment of the debt.

Interest expense was \$2.4 million and \$5.0 million for the three months ended March 31, 2019 and 2018, respectively. At March 31, 2019 and December 31, 2018, the fair value of the notes, including accrued interest, was approximately \$255.2 million and \$255.5 million, respectively, based on indicative quotes. The notes are classified as Level II within the fair value hierarchy.

**5.625% Senior Notes**

In March 2013, an indirect finance subsidiary of the Partnership issued \$400.0 million in aggregate principal amount of 5.625% senior notes due March 30, 2043 at 99.583% of par. Interest is payable semi-annually on March 30 and September 30, beginning September 30, 2013. This subsidiary 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 100% of the principal amount of the notes being redeemed and 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 semi-annual basis at the Treasury rate plus 40 basis points plus accrued and unpaid interest on the principal amounts being redeemed to the redemption date.

In March 2014, an indirect finance subsidiary of the Partnership issued \$200.0 million of 5.625% Senior Notes due March 30, 2043 at 104.315% of par. These notes were issued as additional 5.625% Senior Notes and are treated as a single class with the already outstanding \$400.0 million aggregate principal amount of these senior notes.

Interest expense on the notes was \$8.4 million for both the three months ended March 31, 2019 and 2018. At March 31, 2019 and December 31, 2018, the fair value of the notes, including accrued interest, was approximately \$592.0 million and \$604.1 million, respectively, based on indicative quotes. The notes are classified as Level II within the fair value hierarchy.

**5.650% Senior Notes**

In September 2018, an indirect finance subsidiary of the Partnership issued \$350.0 million in aggregate principal amount of 5.650% senior notes due September 15, 2048 at 99.914% of par. Interest is payable semi-annually on March 15 and September 15, beginning March 15, 2019. This subsidiary may redeem the senior notes in whole at any time or in part, from time to time, at a price equal to the accrued and unpaid interest on the principal amounts being redeemed to the redemption date and the greater of (1) the principal amount of the notes being redeemed and (2) 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 semi-annual basis at the Treasury rate plus 40 basis points.

Interest expense on the notes was \$5.0 million for the three months ended March 31, 2019. At March 31, 2019 and December 31, 2018, the fair value of the notes, including accrued interest, was approximately \$351.9 million and \$354.4 million, respectively, based on indicative quotes. The notes are classified as Level II within the fair value hierarchy.

**Promissory Notes**

*Promissory Note Due January 1, 2022*

On January 1, 2016, the Partnership issued a \$120.0 million promissory note to Barclays Natural Resource Investments, a division of Barclays Bank PLC ("BNRI") as part of the Partnership's strategic investment in NGP. Interest on the promissory note accrued at the three month LIBOR plus 2.50%. In September 2018, the Partnership prepaid the \$108.8 million outstanding

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promissory note, plus \$1.2 million of accrued and unpaid interest. Interest expense on the promissory note was not significant for the three months ended March 31, 2018.

*Promissory Notes Due July 15, 2019*

In June 2017, as part of the settlement with investors in two commodities investment vehicles managed by an affiliate of the Partnership (disclosed in Note 7), the Partnership issued a series of promissory notes, aggregating to \$53.9 million, to the investors of these commodities investment vehicles. Interest on these promissory notes accrues at the three month LIBOR plus 2% (4.79% at March 31, 2019). The Partnership may prepay these promissory notes in whole or in part at any time without penalty. Through March 31, 2019, the Partnership repaid \$40.4 million of these promissory notes. Accordingly, \$13.5 million of these promissory notes are outstanding at March 31, 2019. These promissory notes are scheduled to mature on July 15, 2019. Interest expense on these promissory notes was not significant for the three months ended March 31, 2019 and 2018. The fair value of the outstanding balance of these promissory notes at March 31, 2019 and December 31, 2018 approximated par value based on current market rates for similar debt instruments and is classified as Level III within the fair value hierarchy.

**Debt Covenants**

The Partnership 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 Partnership is also subject to various non-financial covenants under its loan agreements and the indentures governing its senior notes. The Partnership was in compliance with all financial and non-financial covenants under its various loan agreements as of March 31, 2019.

**Loans Payable of Consolidated Funds**

Loans payable of Consolidated Funds primarily represent amounts due to holders of debt securities issued by the CLOs. Several of the CLOs issued preferred shares representing the most subordinated interest, however these tranches are mandatorily redeemable upon the maturity dates of the senior secured loans payable, and as a result have been classified as liabilities and are included in loans payable of Consolidated Funds in the condensed consolidated balance sheets.

As of March 31, 2019 and December 31, 2018, the following borrowings were outstanding, which includes preferred shares classified as liabilities (Dollars in millions):

As of March 31, 2019				
	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes	\$ 3,687.6	\$ 3,601.2	1.57%	11.30
Subordinated notes, preferred shares and other	110.2	148.8	N/A (1)	11.27
<b>Total</b>	<b>\$ 3,797.8</b>	<b>\$ 3,750.0</b>		

As of December 31, 2018				
	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes	\$ 4,723.4	\$ 4,607.2	1.94%	10.70
Subordinated notes, preferred shares and other	178.5	232.9	N/A (1)	9.95
<b>Total</b>	<b>\$ 4,901.9</b>	<b>\$ 4,840.1</b>		

(1) The subordinated notes and preferred shares do not have contractual interest rates, but instead receive distributions from the excess cash flows of the CLOs.

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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, 2019 and December 31, 2018, the fair value of the CLO assets was \$4.2 billion and \$5.5 billion, respectively.

**6. Accrued Compensation and Benefits**

Accrued compensation and benefits consist of the following:

	As of	
	March 31, 2019	December 31, 2018
(Dollars in millions)		
Accrued performance allocations and incentive fee-related compensation	\$ 1,947.0	\$ 1,843.6
Accrued bonuses	125.2	246.8
Employment-based contingent cash consideration	7.6	0.8
Other	123.1	131.1
<b>Total</b>	<b>\$ 2,202.9</b>	<b>\$ 2,222.3</b>

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

	Three Months Ended March 31,	
	2019	2018
(Dollars in millions)		
Realized	\$ 44.2	\$ 108.4
Unrealized	141.2	49.6
<b>Total</b>	<b>\$ 185.4</b>	<b>\$ 158.0</b>

**7. Commitments and Contingencies**

**Capital Commitments**

The Partnership and its unconsolidated affiliates have unfunded commitments to entities within the following segments as of March 31, 2019 (Dollars in millions):

	Unfunded Commitments
Corporate Private Equity	\$ 2,504.6
Real Assets	983.4
Global Credit	435.5
Investment Solutions	130.8
<b>Total</b>	<b>\$ 4,054.3</b>

Of the \$4.1 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 Partnership. In addition to these unfunded commitments, the Partnership 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.

**Guaranteed Loans**

On August 4, 2001, the Partnership entered into an agreement with a financial institution pursuant to which the Partnership is the guarantor on a credit facility for eligible employees investing in Carlyle sponsored funds. This credit facility



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renews on an annual basis, allowing for annual incremental borrowings up to an aggregate of \$11.3 million, and accrues interest at the lower of the prime rate, as defined, or three-month LIBOR plus 3%, reset quarterly (5.80% weighted-average rate at March 31, 2019). As of March 31, 2019 and December 31, 2018, approximately \$10.0 million and \$10.3 million, respectively, were outstanding under the credit facility and payable by the employees. The amount funded by the Partnership under this guarantee as of March 31, 2019 was not material. The Partnership believes the likelihood of any material funding under this guarantee to be remote. The fair value of this guarantee is not significant to the consolidated financial statements.

Certain consolidated subsidiaries of the Partnership are the guarantor of revolving credit facilities for certain funds in the Investment Solutions segment. The guarantee is limited to the lesser of the total amount drawn under the credit facilities or the net asset value of the guarantor subsidiaries, which is approximately \$15.1 million as of March 31, 2019. The outstanding balances are secured by uncalled capital commitments from the underlying funds and the Partnership 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 \$63.2 million at March 31, 2019, is 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, 2019. 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 Partnership has recorded \$1.5 million and \$1.4 million of unbilled receivables from former and current employees and senior Carlyle professionals as of March 31, 2019 and December 31, 2018, respectively, related to giveback obligations, which are included in due from affiliates and other receivables, net in the accompanying unaudited condensed consolidated balance sheets. The receivables are collateralized by investments made by individual senior Carlyle professionals and employees in Carlyle-sponsored funds. In addition, \$167.8 million and \$176.1 million have been withheld from distributions of carried interest to senior Carlyle professionals and employees for potential giveback obligations as of March 31, 2019 and December 31, 2018, respectively. 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 condensed consolidated balance sheets. Current and former senior Carlyle professionals and employees are personally responsible for their giveback obligations. As of March 31, 2019, approximately \$36.0 million of the Partnership's accrued giveback obligation is 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 Carlyle Holdings is \$27.2 million.

If, at March 31, 2019, all of the investments held by the Partnership'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 \$0.5 billion, on an after-tax basis where applicable.

**Leases**

The Partnership's leases primarily consist of operating leases for office space in various countries around the world, including its headquarters in Washington, D.C. These leases have remaining lease terms of 1 year to 15 years, some of which include options to extend for up to 5 years and some of which include an option to terminate the leases within 1 year. The Partnership also has operating leases for office equipment and vehicles, which are not significant.

In June 2018, the Partnership entered into an amended non-cancelable lease agreement expiring on March 31, 2030 for its Washington, D.C. office. In connection with the amended lease, the Partnership exercised an option to terminate its office lease in Arlington, Virginia at the end of 2019. The Partnership will be relocating one of its New York City offices in late 2020 to new office space in Midtown New York. The new lease was signed in July 2018 and expires in 2036. In connection with this new lease, the Partnership incurred a charge of \$63.5 million (including transaction costs) during the third quarter of 2018 related to the assignment of an existing office lease in New York City. The charge is expected to be paid over approximately 15 years beginning in 2021. This charge was accounted for as a lease incentive, and is included in accounts payable, accrued expenses and other liabilities in the accompanying condensed consolidated balance sheets, since the lease has not yet commenced.

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The following table summarizes the Partnership’s lease cost, cash flows and other supplemental information related to its operating leases (Dollars in millions):

	Three Months Ended March 31,	
	2019	
Operating lease cost	\$	11.5
Sublease income		(0.3)
Total operating lease cost	\$	11.2
Cash paid for amounts included in the measurement of operating lease liabilities	\$	13.3
Weighted-average remaining lease term		9.9 Years
Weighted-average discount rate		5.3%

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

Year ending December 31,		
2019 (excluding the three months ended March 31, 2019)	\$	47.6
2020		54.8
2021		40.5
2022		52.3
2023		48.6
Thereafter		455.6
Total lease payments	\$	699.4
Less payments for leases that have not yet commenced		(281.3)
Less imputed interest		(97.6)
Total lease liabilities	\$	320.5

**Legal Matters**

In the ordinary course of business, the Partnership is a party to litigation, investigations, inquiries, employment-related matters, disputes and other potential claims. Certain of these matters are described below. The Partnership 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 Partnership does not believe it is probable that the outcome of any existing litigation, investigations, disputes or other potential claims will materially affect the Partnership or these financial statements in excess of amounts accrued. The Partnership believes that the matters described below are without merit.

Along with many other companies and individuals in the financial sector, the Partnership and Carlyle Mezzanine Partners, L.P. (“CMP”) are named as defendants in *Foy v. Austin Capital*, a case filed in June 2009 in state court in New Mexico, which purports to be a *qui tam* suit on behalf of the State of New Mexico under the state Fraud Against Taxpayers Act (“FATA”). The suit alleges that investment decisions by New Mexico public investment funds were improperly influenced by campaign contributions and payments to politically connected placement agents. The plaintiffs seek, among other things, actual damages for lost income, rescission of the investment transactions described in the complaint and disgorgement of all fees received. In September 2017, the Court dismissed the lawsuit and the plaintiffs then filed an appeal seeking to reverse that decision. That appeal is pending. The Attorney General may also separately pursue its own recovery from defendants in the action.

Carlyle Capital Corporation Limited (“CCC”) was a fund sponsored by the Partnership that invested in AAA-rated residential mortgage backed securities on a highly leveraged basis. In March of 2008, amidst turmoil throughout the mortgage markets and money markets, CCC filed for insolvency protection in Guernsey. The Guernsey liquidators who took control of CCC in March 2008 filed a suit on July 7, 2010 against the Partnership, certain of its affiliates and the former directors of CCC

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in the Royal Court of Guernsey seeking more than \$1.0 billion in damages in a case styled *Carlyle Capital Corporation Limited v. Conway et al.* On September 4, 2017, the Royal Court of Guernsey ruled that the Partnership and Directors of CCC acted reasonably and appropriately in the management and governance of CCC and that none of the Partnership, its affiliates or former directors of CCC had any liability. In December 2017, the plaintiff filed a notice of appeal of the trial court decision. A hearing before the Guernsey appellate court took place from October 8 through October 18, 2018. On April 12, 2019 the Guernsey Court of Appeals dismissed the appeal and affirmed the trial court's decision. It is possible the plaintiff will appeal the Guernsey Court of Appeals decision to the Privy Council. In December 2017, the Partnership received approximately \$29.8 million from the plaintiff as a deposit towards its obligations to reimburse the Partnership for legal fees and expenses incurred to defend against the claims. The Partnership has not recognized income in respect of the reimbursement as of March 31, 2019, as such amount is subject to adjustment pending a final determination of the correct reimbursement amount.

A Luxembourg subsidiary of CEREP I, a real estate fund, has been involved since 2010 in a tax dispute with the French authorities relating to whether gain from the sale of an investment was taxable in France. In April 2015, the French tax court issued an opinion in this matter adverse to CEREP I, holding the Luxembourg subsidiary of CEREP I liable for approximately €105 million (including interest accrued since the beginning of the tax dispute). CEREP I paid approximately €30 million of the tax obligations and the Partnership paid the remaining approximately €75 million in its capacity as a guarantor. The Partnership appealed the decision of the French tax court. In December 2017, the French appellate court reversed the earlier tax court opinion and awarded the Partnership a refund of the full €105 million of tax and penalties (inclusive of amounts paid by CEREP I) and awarded interest on the refund of €12.5 million, before tax. On February 22, 2018 the French tax authorities appealed the appellate court decision and on October 2, 2018, CEREP I filed its appellate brief. The parties are awaiting a hearing on the appeal. The Partnership has not recognized income in respect of the refund as of March 31, 2019, pending a final determination on the current appeal. The full amount of the refund is held at CEREP I and its subsidiaries. As CEREP I is a consolidated fund, the refund of €117.5 million is recorded in assets and liabilities of consolidated funds as of March 31, 2019.

The Partnership 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 Partnership 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 Partnership or its personnel. For example, among various other requests for information, the SEC has requested information about: (i) the Partnership's historical practices relating to the acceleration of monitoring fees received from certain of the Partnership's funds' portfolio companies, and (ii) the Partnership's relationship with a third-party investment advisor to a registered investment company that has invested in various investment funds sponsored by the Partnership. The Partnership is cooperating fully with the SEC's inquiries.

During 2017, the Partnership entered into settlement and purchase agreements with investors in a hedge fund and two structured finance vehicles managed by Vermillion related to investments of approximately \$400 million in petroleum commodities that the Partnership believes were misappropriated by third parties outside the U.S. In total, the Partnership paid \$265 million (\$165 million of which was paid in 2017 with the remaining \$100 million paid in 2016) to fully resolve all claims related to these matters, and issued promissory notes in aggregate amount of \$54 million to repurchase the investors' interests in the two structured finance vehicles. In connection with these settlements, the Partnership acquired certain rights to recoveries from certain marine cargo insurance policies and is continuing to undertake efforts to obtain reimbursement for the misappropriation of petroleum. There is no assurance that the Partnership will be successful in any of its ongoing recovery efforts and the Partnership will not recognize any amounts in respect of such recoveries until such amounts are probable of payment. During the fourth quarter of 2018, the Partnership reached an agreement with the primary underwriters in the marine cargo insurance policies for \$55 million, of which the Partnership recognized approximately \$32 million in insurance proceeds during the year ended December 31, 2018, with the remaining proceeds to be distributed to former investors. Although additional recovery efforts continue, there is no assurance that the Partnership will be successful in any of these efforts and the Partnership will not recognize any amounts in respect of such recoveries until such amounts are probable of payment.

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 Partnership's unaudited condensed consolidated financial statements. However, given the potentially large and/or indeterminate amounts of damages sought in certain of these matters

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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 Partnership's financial results in any particular period.

The Partnership 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, 2019, the Partnership had recorded liabilities aggregating to approximately \$35 million for litigation-related contingencies, regulatory examinations and inquiries, and other matters. The Partnership 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 Partnership'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 Partnership has recorded.

**Indemnifications**

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

**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 conditions, may have a significant negative impact on the Partnership's investments and profitability. Such events are beyond the Partnership's control, and the likelihood that they may occur and the effect on the Partnership 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 Partnership 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 Partnership or an unrelated fund or portfolio company). Non-U.S. investments are subject to the same risks associated with the Partnership'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 Partnership encounters credit risk. Credit risk is the risk of default by a counterparty in the Partnership'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 Partnership considers cash, cash equivalents, securities, receivables, 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, the carrying amounts reported in the condensed consolidated balance sheets for these financial instruments equal or closely approximate their fair values. The fair value of the senior notes is disclosed in Note 5.

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8. Related Party Transactions

**Due from Affiliates and Other Receivables, Net**

The Partnership had the following due from affiliates and other receivables at March 31, 2019 and December 31, 2018:

	As of	
	March 31, 2019	December 31, 2018
(Dollars in millions)		
Accrued incentive fees	\$ 7.3	\$ 7.1
Unbilled receivable for giveback obligations from current and former employees	1.5	1.4
Notes receivable and accrued interest from affiliates	21.9	14.4
Management fee, reimbursable expenses and other receivables from unconsolidated funds and affiliates, net	270.2	418.2
<b>Total</b>	<b>\$ 300.9</b>	<b>\$ 441.1</b>

Notes receivable represent loans that the Partnership has provided to certain unconsolidated funds to meet short-term obligations to purchase investments. 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 Partnership to reimburse the expenses. Based on management's determination, the Partnership accrues and charges interest on amounts due from affiliate accounts at interest rates ranging up to 7.55% as of March 31, 2019. The accrued and charged interest to the affiliates was not significant for any period presented.

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 Partnership had the following due to affiliates balances at March 31, 2019 and December 31, 2018:

	As of	
	March 31, 2019	December 31, 2018
(Dollars in millions)		
Due to non-consolidated affiliates	\$ 28.1	\$ 27.6
Amounts owed under the tax receivable agreement	102.4	101.9
Other	50.3	44.5
<b>Total</b>	<b>\$ 180.8</b>	<b>\$ 174.0</b>

The Partnership has recorded obligations for amounts due to certain of its affiliates. The Partnership periodically offsets expenses it has paid on behalf of its affiliates against these obligations. The amount owed under the tax receivable agreement is related primarily to the acquisition by the Partnership of Carlyle Holdings partnership units in June 2015 and March 2014, respectively, the exchange in May 2012 by CalPERS of its Carlyle Holdings partnership units for Partnership common units, as well as certain unit exchanges by senior Carlyle professionals which began in the second quarter of 2017 (see Note 12).

**Other Related Party Transactions**

In the normal course of business, the Partnership has made use of aircraft owned by entities controlled by senior Carlyle professionals. The senior Carlyle professionals paid for their purchases of aircraft and bear all operating, personnel and maintenance costs associated with their operation for personal use. Payment by the Partnership for the business use of these aircraft by senior Carlyle professionals and other employees, which is made at market rates, totaled \$0.7 million and \$1.9 million for the three months ended March 31, 2019 and 2018, respectively. These fees are included in general, administrative, and other expenses in the unaudited condensed consolidated statements of operations.

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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 fees or performance allocations, however, Carlyle professionals and employees are required to pay their portion of partnership expenses.

Carried interest income from the funds can be distributed to senior Carlyle professionals and employees on a current basis, but is subject to repayment by the subsidiary of the Partnership 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 Partnership 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.

## 9. Income Taxes

The Partnership is generally organized as a series of pass through entities pursuant to the United States Internal Revenue Code. As such, the Partnership is not responsible for the tax liability due on certain income earned during the year. Such income is taxed at the unitholder and non-controlling interest holder level, and any income tax is the responsibility of the unitholders and is paid at that level. For income taxes on income earned for which the Partnership is responsible for the tax liability, the Partnership's income tax expense was \$24.0 million and \$7.8 million for the three months ended March 31, 2019 and 2018, respectively.

In the normal course of business, the Partnership is subject to examination by federal and certain state, local and foreign tax regulators. With a few exceptions, as of March 31, 2019, the Partnership's U.S. federal income tax returns for the years 2015 through 2017 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 2014 to 2017. Foreign tax returns are generally subject to audit from 2011 to 2017. Certain of the Partnership's affiliates are currently under audit by federal, state and foreign tax authorities.

The Partnership does not believe that the outcome of these audits will require it to record reserves for uncertain tax positions or that the outcome will have a material impact on the consolidated financial statements. The Partnership 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.

## 10. Non-controlling Interests in Consolidated Entities

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

	As of	
	March 31, 2019	December 31, 2018
(Dollars in millions)		
Non-Carlyle interests in Consolidated Funds	\$ 1.2	\$ 1.2
Non-Carlyle interests in majority-owned subsidiaries	300.6	337.1
Non-controlling interest in carried interest, giveback obligations and cash held for carried interest distributions	(11.8)	(14.1)
Non-controlling interests in consolidated entities	<u>\$ 290.0</u>	<u>\$ 324.2</u>

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

	Three Months Ended March 31,	
	2019	2018
(Dollars in millions)		
Non-Carlyle interests in Consolidated Funds	\$ —	\$ (0.9)
Non-Carlyle interests in majority-owned subsidiaries	(7.2)	8.4
Non-controlling interest in carried interest, giveback obligations and cash held for carried interest distributions	2.7	3.5
Non-controlling interests in income (loss) of consolidated entities	<u>\$ (4.5)</u>	<u>\$ 11.0</u>

**11. Earnings Per Common Unit**

Basic and diluted net income per common unit are calculated as follows:

	Three Months Ended March 31, 2019		Three Months Ended March 31, 2018	
	Basic	Diluted	Basic	Diluted
Net income attributable to common units	\$ 137,000,000	\$ 137,000,000	\$ 33,800,000	\$ 33,800,000
Weighted-average common units outstanding	109,210,460	115,818,538	100,732,493	111,303,988
Net income per common unit	<u>\$ 1.25</u>	<u>\$ 1.18</u>	<u>\$ 0.34</u>	<u>\$ 0.30</u>

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

	Three Months Ended March 31, 2019		Three Months Ended March 31, 2018	
	Basic	Diluted	Basic	Diluted
The Carlyle Group L.P. weighted-average common units outstanding	109,210,460	109,210,460	100,732,493	100,732,493
Unvested deferred restricted common units	—	5,659,577	—	10,170,967
Issuable Carlyle Group L.P. common units	—	948,501	—	400,528
Weighted-average common units outstanding	<u>109,210,460</u>	<u>115,818,538</u>	<u>100,732,493</u>	<u>111,303,988</u>

The Carlyle Group L.P. weighted-average common units outstanding includes vested deferred restricted common units and common units associated with acquisitions that have been earned for which issuance of the related common units is deferred until future periods.

The Partnership applies the treasury stock method to determine the dilutive weighted-average common units represented by the unvested deferred restricted common units. Also included in the determination of dilutive weighted-average common units are issuable and contingently issuable Carlyle Holdings partnership units and common units associated with the Partnership's acquisitions, strategic investments in NGP and performance-vesting deferred restricted common units.

The Partnership applies the "if-converted" method to the vested Carlyle Holdings partnership units to determine the dilutive weighted-average common units outstanding. The Partnership applies the treasury stock method to the unvested Carlyle Holdings partnership units and the "if-converted" method on the resulting number of additional Carlyle Holdings partnership units to determine the dilutive weighted-average common units represented by the unvested Carlyle Holdings partnership units.

In computing the dilutive effect that the exchange of Carlyle Holdings partnership units would have on earnings per common unit, the Partnership considered that net income available to holders of common units would increase due to the elimination of non-controlling interests in Carlyle Holdings (including any tax impact). Based on these calculations, 230,889,295 of vested Carlyle Holdings partnership units for the three months ended March 31, 2019 were antidilutive, and therefore have been excluded. Further, based on these calculations, 226,590,279 of vested Carlyle Holdings partnership units and 6,034,039 of unvested Carlyle Holdings partnership units for the three months ended March 31, 2018 were antidilutive, and therefore have been excluded.

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**12. Equity****Preferred Unit Issuance**

On September 13, 2017, the Partnership issued 16,000,000 of 5.875% Series A Preferred Units (the "Preferred Units") for gross proceeds of \$400.0 million, or \$387.5 million, net of issuance costs and expenses. The Partnership plans to use the net proceeds from the sale of the Preferred Units for general corporate purposes, including to fund investments.

Distributions on the Preferred Units will be payable quarterly on March 15, June 15, September 15, and December 15 of each year, beginning on December 15, 2017, when, as and if declared by the Board of Directors of the general partner of the Partnership, at a rate per annum of 5.875%. Distributions on the Preferred Units are discretionary and non-cumulative.

The Preferred Units are not convertible into common units or any other class or series of interests or any other security. Holders of the Preferred Units will generally have no voting rights and have none of the voting rights given to holders of the Partnership's common units, except as otherwise provided in the Partnership's limited partnership agreement.

**Unit Repurchase Program**

In December 2018, the Board of Directors of the general partner of the Partnership authorized the repurchase of up to \$200.0 million of common units and/or Carlyle Holdings units, inclusive of amounts remaining as originally authorized in February 2016. Under this new unit repurchase program, which became effective January 1, 2019, units may be repurchased from time to time in open market transactions, in privately negotiated transactions or otherwise. The Partnership expects that the majority of repurchases under this program will be done via open market and brokered transactions. The timing and actual number of common units and/or Carlyle Holdings units repurchased will depend on a variety of factors, including legal requirements, price and economic and market conditions. This unit 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, 2019, the Partnership paid an aggregate of \$10.4 million to repurchase and retire approximately 0.6 million units respectively, with all of the repurchases done via open market and brokered transactions.

**Quarterly Unit Exchange Program**

Current and former senior Carlyle professionals are able to exchange their Carlyle Holdings partnership units for common units on a quarterly basis, subject to the terms of the Exchange Agreement. During the three months ended March 31, 2019, current and former senior Carlyle professionals exchanged 182,664 Carlyle Holdings partnership units for common units, resulting in a reallocation of capital of \$1.2 million from non-controlling interests in Carlyle Holdings to partners' capital and accumulated other comprehensive loss.

**Distributions**

The table below presents information regarding the quarterly distributions on the common units, which were made at the sole discretion of the general partner of the Partnership. Because certain wholly owned subsidiaries of the Partnership must pay taxes and make payments under the tax receivable agreement, the amounts ultimately distributed to the common unitholders may be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings partnerships to the other limited partners of the Carlyle Holdings partnerships in respect of their Carlyle Holdings partnership units.

<u>Distribution Record Date</u>	<u>Distribution Payment Date</u>	<u>Distribution per Common Unit</u>	<u>Distribution to Common Unitholders</u>
(Dollars in millions, except per unit data)			
May 11, 2018	May 17, 2018	\$ 0.27	\$ 27.8
August 13, 2018	August 17, 2018	0.22	23.3
November 13, 2018	November 20, 2018	0.42	45.5
February 19, 2019	February 26, 2019	0.43	47.5
Total 2018 Distribution Year		\$ 1.34	\$ 144.1
May 13, 2019	May 20, 2019	\$ 0.19	\$ 21.0
Total 2019 Distribution Year (through Q1 2019)		\$ 0.19	\$ 21.0



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The general partner will take into account general economic and business conditions, as well as the Partnership's strategic plans and prospects, business and investment opportunities, financial condition and obligations, legal, tax and regulatory restrictions, other constraints on the payment of distributions by the Partnership to its common unitholders or by subsidiaries to the Partnership, and other such factors as the general partner may deem relevant.

Under the Delaware Limited Partnership Act, the Partnership may not make a distribution to a partner if after the distribution all of the Partnership's liabilities, other than liabilities to partners on account of their partnership interest and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of the Partnership's assets. If the Partnership were to make such an impermissible distribution, any limited partner who received a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Limited Partnership Act would be liable to the Partnership for the amount of the distribution for three years. In addition, the terms of the Partnership's senior credit facility provide certain limits on its ability to make distributions.

### 13. 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 is a source of equity-based awards permitting the Partnership to grant to Carlyle employees, directors of the Partnership's general partner and consultants non-qualified options, unit appreciation rights, common units, restricted common units, deferred restricted common units, phantom restricted common units and other awards based on the Partnership's common units and Carlyle Holdings partnership units. The total number of the Partnership's common units and Carlyle Holdings partnership units which were initially available for grant under the Equity Incentive Plan was 30,450,000. The Equity Incentive Plan contains a provision which automatically increases the number of the Partnership's common units and Carlyle Holdings partnership units available for grant based on a pre-determined formula; this increase occurs annually on January 1. As of January 1, 2019, pursuant to the formula, the total number of the Partnership's common units and Carlyle Holdings partnership units available for grant under the Equity Incentive Plan was 33,872,427.

A summary of the status of the Partnership's non-vested equity-based awards as of March 31, 2019 and a summary of changes for the three months ended March 31, 2019, are presented below:

	Carlyle Holdings		The Carlyle Group L.P.	
	Partnership Units	Weighted-Average Grant Date Fair Value	Deferred Restricted Common Units	Weighted-Average Grant Date Fair Value
Unvested Units				
Balance, December 31, 2018	9,387	\$ 28.26	19,123,700	\$ 18.73
Granted	—	\$ —	5,252,331	\$ 15.41
Vested	—	\$ —	2,744,494	\$ 21.84
Forfeited	—	\$ —	126,415	\$ 16.69
Balance, March 31, 2019	9,387	\$ 28.26	21,505,122	\$ 17.53

The Partnership recorded compensation expense for deferred restricted common units of \$35.9 million and \$44.3 million for the three months ended March 31, 2019 and 2018, respectively, with \$3.5 million and \$4.0 million of corresponding deferred tax benefits, respectively. As of March 31, 2019, the total unrecognized equity-based compensation expense related to unvested deferred restricted common units is \$270.6 million, which is expected to be recognized over a weighted-average term of 2.6 years.

### 14. Segment Reporting

Carlyle conducts its operations through four reportable segments:

*Corporate Private Equity* – The Corporate Private Equity segment is comprised of the Partnership's operations that advise a diverse group of funds that invest in buyout, middle market and growth capital transactions that focus on either a particular geography or a particular industry.

*Real Assets* – The Real Assets segment is comprised of the Partnership's operations that advise U.S. and international funds focused on real estate, infrastructure, energy and renewable energy transactions.

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*Global Credit* – The Global Credit segment advises a group of funds that pursue investment opportunities across various types of credit, including loans & structured credit, direct lending, opportunistic credit, energy credit, distressed credit and aviation finance.

*Investment Solutions* – The Investment Solutions segment advises global private equity fund of funds programs and related co-investment and secondary activities through AlpInvest. This segment also includes Metropolitan, a global manager of real estate fund of funds and related co-investment and secondary activities.

The Partnership'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 Partnership's earnings from its investment in NGP are presented in the respective operating captions within the Real Assets segment.

*Distributable Earnings*. Distributable Earnings, or "DE," is a key performance benchmark used in the Partnership's industry and is evaluated regularly by management in making resource deployment and compensation decisions and in assessing performance of the Partnership's four reportable segments. Management also uses DE in budgeting, forecasting, and the overall management of the Partnership's segments. Management believes that reporting DE is helpful to understanding the Partnership's business and that investors should review the same supplemental financial measure that management uses to analyze the Partnership's 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 the Partnership's segment reported results and is used to assess performance and determine amounts potentially available for distribution from Carlyle Holdings to its unitholders.

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 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 associated with acquisitions 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, charges associated with earnouts 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 Partnership'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.

In connection with a change to the Partnership's chief operating decision makers, management has reevaluated the manner in which it makes operational and resource deployment decisions and assesses the overall performance of the Partnership's business. Effective with the three months ended December 31, 2018, DE and FRE are the performance measures for the Partnership's profitability used by management in making operational and resource deployment decision. Previously, Economic Income ("EI") was also a key performance measure. The key distinction between DE and EI is that DE reflects the earnings of the Partnership excluding unrealized performance revenues and related compensation expense, and unrealized principal investment income.

In connection with this modification, segment information as of March 31, 2018 has been presented in this Quarterly Report on Form 10-Q to conform to the Partnership's current segment presentation for comparability purposes. Consequently, this information will be different from the historical segment financial results reported by the Partnership in its reports filed with the SEC.

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The following table presents the financial data for the Partnership's four reportable segments for the three months ended March 31, 2019:

	Three Months Ended March 31, 2019				
	Corporate Private Equity	Real Assets	Global Credit	Investment Solutions	Total
(Dollars in millions)					
<b>Segment Revenues</b>					
Fund level fee revenues					
Fund management fees	\$ 190.0	\$ 77.4	\$ 74.8	\$ 39.4	\$ 381.6
Portfolio advisory fees, net and other	3.5	0.9	1.1	—	5.5
Transaction fees, net	0.3	2.4	1.8	—	4.5
Total fund level fee revenues	193.8	80.7	77.7	39.4	391.6
Realized performance revenues	23.4	4.9	—	20.9	49.2
Realized principal investment income (loss)	(2.3)	1.6	4.6	0.2	4.1
Interest income	1.2	0.5	3.8	0.5	6.0
Total revenues	216.1	87.7	86.1	61.0	450.9
<b>Segment Expenses</b>					
Compensation and benefits					
Cash-based compensation and benefits	96.7	35.8	46.6	23.2	202.3
Realized performance revenues related compensation	10.4	12.0	—	19.8	42.2
Total compensation and benefits	107.1	47.8	46.6	43.0	244.5
General, administrative, and other indirect expenses	34.1	16.8	16.5	8.3	75.7
Depreciation and amortization expense	4.9	1.9	2.1	1.4	10.3
Interest expense	7.9	3.1	6.7	1.9	19.6
Total expenses	154.0	69.6	71.9	54.6	350.1
<b>Distributable Earnings</b>	<b>\$ 62.1</b>	<b>\$ 18.1</b>	<b>\$ 14.2</b>	<b>\$ 6.4</b>	<b>\$ 100.8</b>
(-) Realized Net Performance Revenues	13.0	(7.1)	—	1.1	7.0
(-) Realized Principal Investment Income (Loss)	(2.3)	1.6	4.6	0.2	4.1
(+) Net Interest	6.7	2.6	2.9	1.4	13.6
<b>(=) Fee Related Earnings</b>	<b>58.1</b>	<b>26.2</b>	<b>12.5</b>	<b>6.5</b>	<b>103.3</b>
Segment assets as of March 31, 2019	\$ 3,202.9	\$ 1,824.6	\$ 2,005.6	\$ 1,088.3	\$ 8,121.4

Notes to the Condensed Consolidated Financial Statements  
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The following table presents the financial data for the Partnership's four reportable segments for the three months ended March 31, 2018:

	Three Months Ended March 31, 2018				
	Corporate Private Equity	Real Assets	Global Credit	Investment Solutions	Total
(Dollars in millions)					
<b>Segment Revenues</b>					
Fund level fee revenues					
Fund management fees	\$ 114.1	\$ 74.4	\$ 58.7	\$ 40.3	\$ 287.5
Portfolio advisory fees, net and other	6.3	1.5	1.7	0.2	9.7
Transaction fees, net	0.3	2.7	—	—	3.0
Total fund level fee revenues	120.7	78.6	60.4	40.5	300.2
Realized performance revenues	188.0	7.8	1.1	14.1	211.0
Realized principal investment income	7.9	8.2	2.5	0.1	18.7
Interest income	2.0	0.9	3.3	0.5	6.7
Total revenues	318.6	95.5	67.3	55.2	536.6
<b>Segment Expenses</b>					
Compensation and benefits					
Cash-based compensation and benefits	97.2	34.7	34.0	23.2	189.1
Realized performance revenues related compensation	90.7	4.0	0.6	12.6	107.9
Total compensation and benefits	187.9	38.7	34.6	35.8	297.0
General, administrative, and other indirect expenses	32.9	18.1	15.8	8.0	74.8
Depreciation and amortization expense	4.0	1.6	1.4	1.1	8.1
Interest expense	7.0	3.9	5.3	1.6	17.8
Total expenses	231.8	62.3	57.1	46.5	397.7
<b>Distributable Earnings</b>	<b>\$ 86.8</b>	<b>\$ 33.2</b>	<b>\$ 10.2</b>	<b>\$ 8.7</b>	<b>\$ 138.9</b>
(-) Realized Net Performance Revenues	97.3	3.8	0.5	1.5	103.1
(-) Realized Principal Investment Income	7.9	8.2	2.5	0.1	18.7
(+) Net Interest	5.0	3.0	2.0	1.1	11.1
<b>(=) Fee Related Earnings</b>	<b>\$ (13.4)</b>	<b>\$ 24.2</b>	<b>\$ 9.2</b>	<b>\$ 8.2</b>	<b>\$ 28.2</b>

The following table reconciles the Total Segments to the Partnership's Income Before Provision for Taxes for the three months ended March 31, 2019 and 2018, and Total Assets as of March 31, 2019.

	Three Months Ended March 31, 2019				
	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated	
(Dollars in millions)					
Revenues	\$ 450.9	\$ 52.4	\$ 583.7	(a)	\$ 1,087.0
Expenses	\$ 350.1	\$ 43.7	\$ 208.7	(b)	\$ 602.5
Other income	\$ —	\$ (14.2)	\$ —	(c)	\$ (14.2)
Distributable earnings	\$ 100.8	\$ (5.5)	\$ 375.0	(d)	\$ 470.3
Total assets	\$ 8,121.4	\$ 4,290.2	\$ (168.8)	(e)	\$ 12,242.8

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Three Months Ended March 31, 2018

	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated
	(Dollars in millions)			
Revenues	\$ 536.6	\$ 47.3	\$ 118.9 (a)	\$ 702.8
Expenses	\$ 397.7	\$ 44.3	\$ 137.3 (b)	\$ 579.3
Other income	\$ —	\$ 2.0	\$ — (c)	\$ 2.0
Distributable earnings	\$ 138.9	\$ 5.0	\$ (18.4) (d)	\$ 125.5

- (a) The Revenues adjustment principally represents unrealized performance revenues, unrealized principal investment income, revenues earned from the Consolidated Funds which were eliminated in consolidation to arrive at the Partnership'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 performance revenues, as detailed below (Dollars in millions):

	Three Months Ended March 31,	
	2019	2018
Unrealized performance revenues	\$ 301.8	\$ 106.4
Unrealized principal investment income	238.6	10.9
Adjusted unrealized principal investment income from investment in Fortitude Re	27.0	—
Adjustments related to expenses associated with investments in NGP Management and its affiliates	(4.0)	(4.7)
Tax expense associated with performance revenues	—	0.5
Non-Carlyle economic interests in acquired businesses and other adjustments to present certain costs on a net basis	20.4	20.2
Elimination of expenses of Consolidated Funds	(0.1)	(14.4)
	<u>\$ 583.7</u>	<u>\$ 118.9</u>

The following table reconciles the total segments fund level fee revenue to the most directly comparable U.S. GAAP measure, the Partnership's consolidated fund management fees, for the three months ended March 31, 2019 and 2018.

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
Total Reportable Segments - Fund level fee revenues	\$ 391.6	\$ 300.2
Adjustments <sup>(1)</sup>	(38.2)	(35.7)
Carlyle Consolidated - Fund management fees	<u>\$ 353.4</u>	<u>\$ 264.5</u>

- (1) Adjustments represent the reclassification of NGP management fees from principal investment income, the reclassification of certain incentive fees from business development companies and other credit products, management fees earned from consolidated CLOs which were eliminated in consolidation to arrive at the Partnership'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 Partnership, 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

Notes to the Condensed Consolidated Financial Statements  
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receivable agreement liability, and charges and credits associated with Carlyle corporate actions and non-recurring items, as detailed below (Dollars in millions):

	Three Months Ended March 31,	
	2019	2018
Unrealized performance revenues related compensation	\$ 146.0	\$ 49.5
Equity-based compensation	39.4	87.8
Acquisition related charges and amortization of intangibles and impairment	12.0	4.6
Other non-operating expense	0.3	0.3
Tax expense associated with performance revenues related compensation	(6.1)	(1.6)
Non-Carlyle economic interests in acquired businesses and other adjustments to present certain costs on a net basis	20.9	3.5
Debt extinguishment costs	0.1	—
Severance and other adjustments	1.7	1.6
Elimination of expenses of Consolidated Funds	(5.6)	(8.4)
	<u>\$ 208.7</u>	<u>\$ 137.3</u>

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

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

	Three Months Ended March 31,	
	2019	2018
<b>Income before provision for income taxes</b>	<b>\$ 470.3</b>	<b>\$ 125.5</b>
Adjustments:		
Net unrealized performance revenues	(155.8)	(56.9)
Unrealized principal investment income	(238.6)	(10.9)
Adjusted unrealized principal investment income from investment in Fortitude Re	(27.0)	—
Equity-based compensation	39.4	87.8
Acquisition related charges, including amortization of intangibles and impairment	12.0	4.6
Other non-operating expense	0.3	0.3
Tax expense associated with performance revenues	(6.1)	(2.1)
Net (income) loss attributable to non-controlling interests in consolidated entities	4.5	(11.0)
Debt extinguishment costs	0.1	—
Severance and other adjustments	1.7	1.6
<b>Distributable Earnings</b>	<b>\$ 100.8</b>	<b>\$ 138.9</b>
Realized performance revenues, net of related compensation <sup>(1)</sup>	7.0	103.1
Realized principal investment income <sup>(1)</sup>	4.1	18.7
Net interest	13.6	11.1
<b>Fee Related Earnings</b>	<b>103.3</b>	<b>28.2</b>

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

	Three Months Ended March 31, 2019		
	Carlyle Consolidated	Adjustments <sup>(2)</sup>	Total Reportable Segments
	(Dollars in millions)		
Performance revenues	\$ 349.1	\$ (299.9)	\$ 49.2
Performance revenues related compensation expense	185.4	(143.2)	42.2
Net performance revenues	\$ 163.7	\$ (156.7)	\$ 7.0
Principal investment income (loss)	\$ 301.8	\$ (297.7)	\$ 4.1

	Three Months Ended March 31, 2018		
	Carlyle Consolidated	Adjustments <sup>(2)</sup>	Total Reportable Segments
	(Dollars in millions)		
Performance revenues	\$ 308.1	\$ (97.1)	\$ 211.0
Performance revenues related compensation expense	158.0	(50.1)	107.9
Net performance revenues	\$ 150.1	\$ (47.0)	\$ 103.1
Principal investment income (loss)	\$ 54.1	\$ (35.4)	\$ 18.7

(2) 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 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 investment income in U.S. GAAP financial statements, (v) the reclassification of certain incentive fees from business development companies, which are included in fund management fees in the segment results, and (vi) the reclassification of certain tax expenses associated with 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 Partnership's total assets.

## 15. Subsequent Events

### Distributions

In April 2019, the Board of Directors of the general partner of the Partnership declared a quarterly distribution of \$0.19 per common unit to common unitholders of record at the close of business on May 13, 2019, payable on May 21, 2019.

In April 2019, the Board of Directors of the general partner of the Partnership declared a quarterly distribution of \$0.367188 per Preferred Unit to preferred unitholders of record at the close of business on June 1, 2019, payable on June 17, 2019. See Note 12 for more information on the Preferred Units.

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16. Supplemental Financial Information

The following supplemental financial information illustrates the consolidating effects of the Consolidated Funds on the Partnership's financial position as of March 31, 2019 and December 31, 2018 and results of operations for the three months ended March 31, 2019 and 2018. The supplemental statement of cash flows is presented without effects of the Consolidated Funds.

	As of March 31, 2019			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
<b>Assets</b>				
Cash and cash equivalents	\$ 723.0	\$ —	\$ —	\$ 723.0
Cash and cash equivalents held at Consolidated Funds	—	213.9	—	213.9
Restricted cash	5.1	—	—	5.1
Corporate treasury investments	28.4	—	—	28.4
Investments, including performance allocations of \$3,705.8 million	6,400.6	—	(164.1)	6,236.5
Investments of Consolidated Funds	—	4,031.0	—	4,031.0
Due from affiliates and other receivables, net	305.6	—	(4.7)	300.9
Due from affiliates and other receivables of Consolidated Funds, net	—	45.3	—	45.3
Fixed assets, net	99.8	—	—	99.8
Lease right-of-use assets, net	247.4	—	—	247.4
Deposits and other	57.4	—	—	57.4
Intangible assets, net	74.0	—	—	74.0
Deferred tax assets	180.1	—	—	180.1
<b>Total assets</b>	<b>\$ 8,121.4</b>	<b>\$ 4,290.2</b>	<b>\$ (168.8)</b>	<b>\$ 12,242.8</b>
<b>Liabilities and partners' capital</b>				
Debt obligations	\$ 1,537.2	\$ —	\$ —	\$ 1,537.2
Loans payable of Consolidated Funds	—	3,750.0	—	3,750.0
Accounts payable, accrued expenses and other liabilities	308.3	—	—	308.3
Accrued compensation and benefits	2,202.9	—	—	2,202.9
Due to affiliates	180.8	—	—	180.8
Deferred revenue	307.7	—	—	307.7
Deferred tax liabilities	64.3	—	—	64.3
Other liabilities of Consolidated Funds	—	372.1	—	372.1
Lease liabilities	320.5	—	—	320.5
Accrued giveback obligations	63.2	—	—	63.2
<b>Total liabilities</b>	<b>4,984.9</b>	<b>4,122.1</b>	<b>—</b>	<b>9,107.0</b>
Series A preferred units	387.5	—	—	387.5
Partners' capital	779.2	53.9	(53.9)	779.2
Accumulated other comprehensive loss	(80.9)	—	(0.6)	(81.5)
Non-controlling interests in consolidated entities	288.8	1.2	—	290.0
Non-controlling interests in Carlyle Holdings	1,761.9	113.0	(114.3)	1,760.6
<b>Total partners' capital</b>	<b>3,136.5</b>	<b>168.1</b>	<b>(168.8)</b>	<b>3,135.8</b>
<b>Total liabilities and partners' capital</b>	<b>\$ 8,121.4</b>	<b>\$ 4,290.2</b>	<b>\$ (168.8)</b>	<b>\$ 12,242.8</b>



Notes to the Condensed Consolidated Financial Statements  
(Unaudited)

As of December 31, 2018

	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
(Dollars in millions)				
<b>Assets</b>				
Cash and cash equivalents	\$ 629.6	\$ —	\$ —	\$ 629.6
Cash and cash equivalents held at Consolidated Funds	—	247.5	—	247.5
Restricted cash	8.7	—	—	8.7
Corporate treasury investments	51.7	—	—	51.7
Investments, including performance allocations of \$3,480.0 million	5,917.8	—	(220.3)	5,697.5
Investments of Consolidated Funds	—	5,286.6	—	5,286.6
Due from affiliates and other receivables, net	446.8	—	(5.7)	441.1
Due from affiliates and other receivables of Consolidated Funds, net	—	135.4	—	135.4
Fixed assets, net	95.1	—	—	95.1
Deposits and other	49.3	—	—	49.3
Intangible assets, net	77.3	—	—	77.3
Deferred tax assets	194.4	—	—	194.4
Total assets	<u>\$ 7,470.7</u>	<u>\$ 5,669.5</u>	<u>\$ (226.0)</u>	<u>\$ 12,914.2</u>
<b>Liabilities and partners' capital</b>				
Loans payable	\$ 1,550.4	\$ —	\$ —	\$ 1,550.4
Loans payable of Consolidated Funds	—	4,840.1	—	4,840.1
Accounts payable, accrued expenses and other liabilities	442.2	—	—	442.2
Accrued compensation and benefits	2,222.3	—	—	2,222.3
Due to affiliates	174.0	—	—	174.0
Deferred revenue	111.3	—	—	111.3
Deferred tax liabilities	64.3	—	—	64.3
Other liabilities of Consolidated Funds	—	610.1	—	610.1
Accrued giveback obligations	63.2	—	—	63.2
Total liabilities	<u>4,627.7</u>	<u>5,450.2</u>	<u>—</u>	<u>10,077.9</u>
Series A preferred units	387.5	—	—	387.5
Partners' capital	673.4	68.2	(68.2)	673.4
Accumulated other comprehensive income (loss)	(80.7)	1.1	(3.7)	(83.3)
Non-controlling interests in consolidated entities	323.0	1.2	—	324.2
Non-controlling interests in Carlyle Holdings	1,539.8	148.8	(154.1)	1,534.5
Total partners' capital	<u>2,843.0</u>	<u>219.3</u>	<u>(226.0)</u>	<u>2,836.3</u>
Total liabilities and partners' capital	<u>\$ 7,470.7</u>	<u>\$ 5,669.5</u>	<u>\$ (226.0)</u>	<u>\$ 12,914.2</u>

Notes to the Condensed Consolidated Financial Statements  
(Unaudited)

	Three Months Ended March 31, 2019			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
<b>Revenues</b>				
Fund management fees	\$ 358.7	\$ —	\$ (5.3)	\$ 353.4
Incentive fees	8.1	—	—	8.1
Investment income (loss)				
Performance allocations	349.1	—	—	349.1
Principal investment income	289.6	—	12.2	301.8
Total investment income	638.7	—	12.2	650.9
Interest and other income	29.2	—	(7.0)	22.2
Interest and other income of Consolidated Funds	—	52.4	—	52.4
Total revenues	1,034.7	52.4	(0.1)	1,087.0
<b>Expenses</b>				
Compensation and benefits				
Cash-based compensation and benefits	210.5	—	—	210.5
Equity-based compensation	36.0	—	—	36.0
Performance allocations and incentive fee related compensation	185.4	—	—	185.4
Total compensation and benefits	431.9	—	—	431.9
General, administrative and other expenses	112.5	—	—	112.5
Interest	19.7	—	—	19.7
Interest and other expenses of Consolidated Funds	—	43.7	(5.6)	38.1
Other non-operating expenses	0.3	—	—	0.3
Total expenses	564.4	43.7	(5.6)	602.5
<b>Other loss</b>				
Net investment losses of Consolidated Funds	—	(14.2)	—	(14.2)
Income before provision for income taxes	470.3	(5.5)	5.5	470.3
Provision for income taxes	24.0	—	—	24.0
Net income	446.3	(5.5)	5.5	446.3
Net loss attributable to non-controlling interests in consolidated entities	(4.5)	—	—	(4.5)
Net income attributable to Carlyle Holdings	450.8	(5.5)	5.5	450.8
Net income attributable to non-controlling interests in Carlyle Holdings	307.9	—	—	307.9
Net income attributable to The Carlyle Group L.P.	142.9	(5.5)	5.5	142.9
Net income attributable to Series A Preferred Unitholders	5.9	—	—	5.9
Net income attributable to The Carlyle Group L.P. Common Unitholders	\$ 137.0	\$ (5.5)	\$ 5.5	\$ 137.0

Notes to the Condensed Consolidated Financial Statements  
(Unaudited)

	Three months ended March 31, 2018			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
<b>Revenues</b>				
Fund management fees	\$ 270.3	\$ —	\$ (5.8)	\$ 264.5
Incentive fees	6.4	—	(0.1)	6.3
Investment income (loss)				
Performance allocations	308.1	—	—	308.1
Principal investment income	56.6	—	(2.5)	54.1
Total investment income	364.7	—	(2.5)	362.2
Interest and other income	28.5	—	(6.0)	22.5
Interest and other income of Consolidated Funds	—	47.3	—	47.3
Total revenues	669.9	47.3	(14.4)	702.8
<b>Expenses</b>				
Compensation and benefits				
Cash-based compensation and benefits	187.3	—	—	187.3
Equity-based compensation	84.9	—	—	84.9
Performance allocations and incentive fee related compensation	158.0	—	—	158.0
Total compensation and benefits	430.2	—	—	430.2
General, administrative and other expenses	95.0	—	—	95.0
Interest	17.9	—	—	17.9
Interest and other expenses of Consolidated Funds	—	44.3	(8.4)	35.9
Other non-operating expenses	0.3	—	—	0.3
Total expenses	543.4	44.3	(8.4)	579.3
<b>Other income</b>				
Net investment gains of Consolidated Funds	—	2.0	—	2.0
Income before provision for income taxes	126.5	5.0	(6.0)	125.5
Provision for income taxes	7.8	—	—	7.8
Net income	118.7	5.0	(6.0)	117.7
Net income attributable to non-controlling interests in consolidated entities	12.0	—	(1.0)	11.0
Net income attributable to Carlyle Holdings	106.7	5.0	(5.0)	106.7
Net income attributable to non-controlling interests in Carlyle Holdings	67.0	—	—	67.0
Net income attributable to The Carlyle Group L.P.	39.7	5.0	(5.0)	39.7
Net income attributable to Series A Preferred Unitholders	\$ 5.9	\$ —	\$ —	\$ 5.9
Net income attributable to The Carlyle Group L.P. Common Unitholders	33.8	5.0	(5.0)	33.8

Notes to the Condensed Consolidated Financial Statements  
(Unaudited)

	Three Months Ended March 31,	
	2019	2018
(Dollars in millions)		
<b>Cash flows from operating activities</b>		
Net income	\$ 446.3	\$ 118.7
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	14.8	10.7
Equity-based compensation	36.0	84.9
Non-cash performance allocations and incentive fees	(167.8)	(71.8)
Other non-cash amounts	11.1	6.9
Principal investment income	(286.3)	(53.8)
Purchases of investments	(68.8)	(117.5)
Purchase of investment in Fortitude Re	(3.9)	—
Proceeds from the sale of investments	155.1	225.2
Payments of contingent consideration	—	(37.5)
Change in deferred taxes, net	14.7	(2.8)
Change in due from affiliates and other receivables	60.6	5.1
Change in deposits and other	(8.4)	(12.1)
Change in accounts payable, accrued expenses and other liabilities	(68.9)	(38.3)
Change in accrued compensation and benefits	(137.6)	(82.9)
Change in due to affiliates	(2.2)	(15.5)
Change in lease right-of-use asset and lease liability	(1.1)	—
Change in deferred revenue	197.7	147.5
Net cash provided by operating activities	191.3	166.8
<b>Cash flows from investing activities</b>		
Purchases of fixed assets, net	(7.1)	(4.7)
Net cash used in investing activities	(7.1)	(4.7)
<b>Cash flows from financing activities</b>		
Repayment of term loan	(25.0)	—
Payments on debt obligations	(6.8)	(6.8)
Proceeds from debt obligations	20.5	34.5
Distributions to common unitholders	(47.4)	(33.2)
Distributions to preferred unitholders	(5.9)	(5.9)
Distributions to non-controlling interest holders in Carlyle Holdings	(99.4)	(77.5)
Contributions from non-controlling interest holders	2.2	3.4
Distributions to non-controlling interest holders	(9.8)	(21.1)
Common units repurchased	(10.4)	—
Change in due to/from affiliates financing activities	87.3	(19.2)
Net cash used in financing activities	(94.7)	(125.8)
Effect of foreign exchange rate changes	0.3	12.9
Increase in cash, cash equivalents and restricted cash	89.8	49.2
Cash, cash equivalents and restricted cash, beginning of period	638.3	1,028.8
Cash, cash equivalents and restricted cash, end of period	\$ 728.1	\$ 1,078.0
<b>Reconciliation of cash, cash equivalents and restricted cash, end of period:</b>		
Cash and cash equivalents	\$ 723.0	\$ 1,068.2
Restricted cash	5.1	9.8
Total cash, cash equivalents and restricted cash, end of period	\$ 728.1	\$ 1,078.0
Cash and cash equivalents held at Consolidated Funds	\$ 213.9	\$ 355.9

## 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 L.P. (the “Partnership”). 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, 2018.

### Overview

We conduct our operations through four reportable segments: Corporate Private Equity, Real Assets, Global Credit, and Investment Solutions.

- *Corporate Private Equity* — Our Corporate Private Equity segment advises our 24 buyout and 11 middle market and growth capital funds, which seek a wide variety of investments of different sizes and growth potentials. As of March 31, 2019, our Corporate Private Equity segment had \$84 billion in AUM and \$62 billion in Fee-earning AUM.
- *Real Assets* — Our Real Assets segment advises our ten U.S. and internationally focused real estate funds, our two infrastructure funds, our two power funds, our two international energy funds, as well as our three Legacy Energy funds (funds that we jointly advise with Riverstone). The segment also includes three NGP Predecessor Funds and four NGP Carry Funds advised by NGP. As of March 31, 2019, our Real Assets segment had \$46 billion in AUM and \$33 billion in Fee-earning AUM.
- *Global Credit* — Our Global Credit segment advises a group of 60 funds that pursue investment strategies including loans and structured credit, direct lending, opportunistic credit, energy credit, distressed credit, and aircraft financing and servicing. As of March 31, 2019, our Global Credit segment had \$46 billion in AUM and \$37 billion in Fee-earning AUM.
- *Investment Solutions* — Our Investment Solutions segment advises global private equity and real estate fund of funds programs and related co-investment and secondary activities across 239 fund vehicles. As of March 31, 2019, our Investment Solutions segment had \$45 billion in AUM and \$29 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 from an investment fund 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 advisory fees, performance revenues (consisting of incentive fees and performance allocations), principal investment income, including realized and unrealized gains on our investments in our funds and other trading securities, as well as interest and other income. Our segment expenses primarily consist of compensation and benefits expenses, including salaries, bonuses, performance payment arrangements, and equity-based compensation excluding awards granted in our initial public offering or in connection with acquisitions and strategic investments, and general and administrative expenses. While our segment expenses include depreciation and interest expense, our segment expenses exclude acquisition-related charges and amortization of intangibles and impairment. Refer to Note 14 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 Family of Funds

The following chart presents the name (acronym), total capital commitments (in the case of our carry funds, structured credit funds, and the NGP Predecessor Funds), assets under management (in the case of structured products), gross assets (in the case of our BDCs) and vintage year of the active funds in each of our segments, as of March 31, 2019. We present total capital commitments (as opposed to assets under management) for our closed-end investment funds because we believe this metric provides the most useful information regarding the relative size and scale of such funds. In the case of our products which are open-ended and accordingly do not have permanent committed capital, we generally believe the most useful metric regarding relative size and scale is assets under management.

Corporate Private Equity				Global Credit				Real Assets			
<b>Buyout Carry Funds</b>				<b>Loans &amp; Structured Credit</b>				<b>Real Estate Carry Funds</b>			
<b>Carlyle Partners (U.S.)</b>				<b>Cash CLO's</b>				<b>Carlyle Realty Partners (U.S.)</b>			
CP VII	\$18.5 bn	2018		U.S.	\$17.6 bn	2012-2019		CRP VIII	\$5.5 bn	2017	
CP VI	\$13.0 bn	2014		Europe	€6.4 bn	2013-2019		CRP VII	\$4.2 bn	2014	
CP V	\$13.7 bn	2007		<b>Structured Credit Carry Funds</b>				CRP VI	\$2.3 bn	2011	
CP IV	\$7.9 bn	2005		CSC	\$0.8 bn	2017		CRP V	\$3.0 bn	2006	
<b>Global Financial Services Partners</b>				CASCOF	\$0.4 bn	2015		CRP IV	\$1.0 bn	2005	
CGFSP III	\$1.0 bn	2018		<b>Direct Lending</b>				CRP III	\$0.6 bn	2001	
CGFSP II	\$1.0 bn	2013		<b>Business Development Companies<sup>1</sup></b>				<b>Core Plus Real Estate (U.S.)</b>			
CGFSP I	\$1.1 bn	2008		TCG BDC II, Inc.	\$1.5 bn	2017		CPP <sup>2</sup>	\$2.3 bn	2016	
<b>Carlyle Europe Partners</b>				TCG BDC, Inc.	\$2.2 bn	2013		<b>International Real Estate</b>			
CEP V	€6.2 bn	2018		<b>Opportunistic Credit Carry Fund</b>				CER	€0.5 bn	2017	
CEP IV	€3.7 bn	2014		CCOF	\$1.4 bn	2017		CEREP III	€2.2 bn	2007	
CEP III	€5.3 bn	2007		<b>Energy Credit Carry Funds</b>				<b>Natural Resources Funds</b>			
CEP II	€1.8 bn	2003		CEMOF II	\$2.8 bn	2015		<b>NGP Energy Carry Funds</b>			
<b>Carlyle Asia Partners</b>				CEMOF I	\$1.4 bn	2011		NGP XII	\$4.1 bn	2017	
CAP V	\$6.6 bn	2018		<b>Distressed Credit Carry Funds</b>				NGP XI	\$5.3 bn	2014	
CBPF II	RMB 1.5 bn	2017		CSP IV	\$2.5 bn	2016		NGP X	\$3.6 bn	2012	
CAP IV	\$3.9 bn	2014		CSP III	\$0.7 bn	2011		<b>NGP Agribusiness Carry Fund</b>			
CAP III	\$2.6 bn	2008		CSP II	\$1.4 bn	2007		NGP GAP	\$0.4 bn	2014	
CAP II	\$1.8 bn	2006		<b>Carlyle Aviation Partners</b>				<b>NGP Predecessor Funds</b>			
<b>Carlyle Japan Partners</b>				SASOF IV	\$1.0 bn	2018		Various <sup>3</sup>	\$5.7 bn	2007-2008	
CJP III	¥119.5 bn	2013		SASOF III	\$0.8 bn	2015		<b>International Energy Carry Funds</b>			
CJP II	¥165.6 bn	2006		SASOF II	\$0.6 bn	2012		CIEP II	\$1.5 bn	2019	
<b>Carlyle Global Partners</b>				Securitization Vehicles <sup>2</sup>	\$2.0 bn	Various		CIEP I	\$2.5 bn	2013	
CGP II	\$1.0 bn	2019		Liquid Products <sup>2</sup>	\$0.9 bn	Various		<b>Infrastructure Carry Funds</b>			
CGP I	\$3.6 bn	2015		Managed Accounts <sup>2</sup>	\$1.4 bn	Various		CGI	\$1.4 bn	2019	
<b>Carlyle MENA Partners</b>				<b>Investment Solutions</b>				<b>Legacy Energy Carry Funds</b>			
MENA I	\$0.5 bn	2008		<b>AlpInvest</b>				<b>Carlyle/Riverstone Global Energy</b>			
<b>Carlyle South American Buyout Fund</b>				<b>Fund of Private Equity Funds</b>				<b>Energy IV</b>			
CSABF I	\$0.8 bn	2009		83 vehicles	€43.2 bn	2000-2019		Energy III	\$3.8 bn	2005	
<b>Carlyle Sub-Saharan Africa Fund</b>				<b>Secondary Investments</b>				<b>Carlyle/Riverstone Renewable Energy</b>			
CSSAF I	\$0.7 bn	2012		60 vehicles	€15.7 bn	2002-2019		Renew II	\$3.4 bn	2008	
<b>Carlyle Peru Fund</b>				<b>Co-Investments</b>				<b>Metropolitan Real Estate</b>			
CPF I	\$0.3 bn	2012		62 vehicles	€16.0 bn	2000-2019		<b>Real Estate Fund of Funds</b>			
<b>Middle Market &amp; Growth Carry Funds</b>				<b>Real Estate Fund of Funds</b>							
<b>Carlyle U.S. Venture/Growth Partners</b>				34 vehicles	\$4.8 bn	2002-2019					
CEOF II	\$2.4 bn	2015									
CEOF I	\$1.1 bn	2011									
CUSGF III	\$0.6 bn	2006									
CVP II	\$0.6 bn	2001									
<b>Carlyle Europe Technology Partners</b>											
CETP IV	€1.4 bn	2019									
CETP III	€0.7 bn	2014									
CETP II	€0.5 bn	2008									
<b>Carlyle Asia Venture/Growth Partners</b>											
CAGP V	\$0.3 bn	2017									
CAGP IV	\$1.0 bn	2008									
CAGP III	\$0.7 bn	2005									
<b>Carlyle Cardinal Ireland</b>											
CCI	€0.3 bn	2014									

Note: All amounts shown represent total capital commitments as of March 31, 2019 unless otherwise noted. Certain of our recent vintage funds are currently in fundraising and total capital commitments are subject to change. In addition, certain carry funds included herein may be disclosed which are not included in fund performance if they have not made an initial capital call or commenced investment activity. We jointly advise the Legacy Energy funds with Riverstone Holdings L.L.C. The NGP funds are advised by NGP Energy Capital Management, LLC, a separately registered investment adviser, and we do not serve as an investment adviser to those funds.

(1) Amounts represent gross assets plus any available capital as of March 31, 2019.

(2) Amounts represent Total AUM as of March 31, 2019.

(3) Includes NGP M&R, NGP ETP II, and NGP IX, on which we are not entitled to a share of carried interest.



## Trends Affecting our Business

Expectations for global economic growth have moderated significantly since the beginning of 2018. In its April 2019 World Economic Outlook, the International Monetary Fund cut its forecast for global growth in 2019 to 3.3%, down 40 basis points from its previous estimate of 3.7%. In the U.S., the Commerce Department estimates that growth in the first quarter of 2019 rose at a robust 3.2% annual rate, but this was due largely to a sharp increase in net exports, private inventory accumulation, and rising state and local government spending that are not likely to be sustained. In contrast, nonresidential and residential construction activity as well as business spending growth were weaker than in 2018. Based on our proprietary portfolio data, we expect that the U.S. economy will slowly return to its pre-2018 annual growth rate of 1.5% to 2% as the year progresses.

Global trade volumes coupled with growth rates have had significant impact over recent quarters. Global trade volumes declined year over year in Q1 2019 for the first time since the Global Financial Crisis. While the sudden drop-off in volumes began in Q2 2018 following the intensification of the U.S.-China trade dispute, its effects have since been felt across the global economy. As growth in Europe is twice as dependent on exports and Emerging Market (EM) demand than the U.S., the weakness in Asia and slowing global trade volumes had a larger quantitative impact on European corporate revenues than those of their U.S. counterparts. Recent data appear to indicate that growth outside of the U.S. has stabilized and may increase as the year progresses. China, the first major economy to slow materially in 2018, has been the first to show signs of rebounding this year. Over the past four months, our proprietary portfolio company data in China have generally improved with stronger same-store sales of key consumer-facing businesses and an increase in demand for some categories of industrial materials. The Federal Reserve's announcement that it will not make further interest rate increases at this time has paved the way for central banks in India, South Africa, Brazil, Thailand and Indonesia to cut interest rates without risking a subsequent sell-off of their currencies, thereby easing financial conditions. As economic conditions in China and EM improve, Eurozone growth will likely rebound as well. Consumer sentiment already appears to be improving with our proprietary portfolio data pointing to a 2% annual growth rate in real retail sales across the Eurozone. Adding to improved European sentiment are indications made in March and April by the UK Parliament that it will not allow a disorderly exit from the European Union ("EU"). The EU recently announced that gross domestic product (GDP) across the Eurozone increased by 1.6% in the first quarter, with EU GDP advancing 2% in the same period.

In response to economic weakness and the absence of inflationary pressures at the beginning of 2019, major central banks moved policy in a more accommodative direction in Q1 2019. The Federal Reserve shifted rhetoric away from further rate hikes and forward expectations for short-term U.S. interest rates declined by 100 basis points relative to Q4 2018. The European Central Bank also eased policy, as the Governing Council announced that it would relaunch targeted longer-term refinancing operations with zero interest rate loans to euro area banks starting in September 2019. Data from China also signal a substantial easing of financial conditions thus far in 2019.

After a volatile fourth quarter, global stock markets have rallied in the first quarter of 2019, with the S&P 500 in particular experiencing its best first quarter since 1998. For the fourth quarter through the end of the first quarter, the S&P 500 was down 2.7%, the MSCI ACWI was down 3%, the EuroStoxx 600 was down 1.1% and the Shanghai Composite was up 9.5%. As of April 25, 2019 year to date, the S&P 500 was up 17%, the MSCI ACWI was up 16%, the EuroStoxx 600 was up 16% and Shanghai Composite was up 25%. Simultaneously, as central banks around the world shift to more accommodative policy stances, government bonds have continued to rally, particularly in the long-end. As of April 25, 2019, the U.S. 10-year Treasury yield was 2.54%, hovering near lows not seen since January 2018, and just 15 basis points above the 2-year yield.

Credit markets experienced a difficult fourth quarter of 2018 as broader volatility resulted in a significant widening of credit spreads. Our opportunistic credit strategies have been able to take advantage of this dislocation and closed on several investments at the end of 2018 and into the first quarter of 2019. In general, our Global Credit funds benefit from increases in volatility as banks pull back and corporate borrowers seek the speed of execution and price assurance provided by alternative funding sources. The private nature of our portfolio also helps to shield our credit assets from the practical consequences of the volatility that lead to losses or even forced sales for other investors and vehicles. Since the end of the fourth quarter, credit markets stabilized during the first quarter of 2019. The sharp shift in Federal Reserve policy boosted high-yield bond markets in particular, which experienced \$14.3 billion of net inflows in Q1 2019, the second best quarterly net inflow ever. This is in sharp contrast to Q4 2018, when high-yield bond funds experienced net outflows of \$20.7 billion, the second worst quarterly net outflow ever. Leveraged loan funds, on the other hand, have struggled, with 20 consecutive weeks of outflows. Since leveraged loans have floating rates, static or falling interest rates are detrimental to their performance. Overall, the shift in rate expectations has reduced the availability of funding liquidity for leveraged loans for our portfolio.

Our carry portfolio continues to appreciate with our overall carry fund portfolio appreciating by 3% in the first quarter and 9% over the last twelve months. In the first quarter, our Corporate Private Equity funds appreciated by 3% and our Real



Assets funds appreciated by 3%. Our Real Estate funds appreciated by 5% in the first quarter, primarily due to an increase in the trading price of a large public position held by several of our U.S. opportunistic Real Estate funds. Our Global Credit carry funds appreciated by 5% in the quarter and our Investment Solutions funds appreciated by 3%. The downward movement in public equities and liquid securities in the fourth quarter of 2018 reversed itself during the first quarter of 2019. After decreasing 27% in the fourth quarter, our public portfolio (which represents approximately 8% of the remaining fair value across our Corporate Private Equity, Real Assets and Global Credit carry fund portfolio) increased 16% in the first quarter.

We raised \$6.9 billion of new capital in the first quarter and are now very close to achieving our multi-year \$100 billion fundraising target, which we expect to exceed during 2019. This fundraising success fuels our investment activities, de-risks our management fee streams going forward, and drives our Fee Related Earnings and margin expansion. While we expect additional funds to launch over the next several quarters, we also expect that our overall fundraising pace will decelerate given the mix of products in the market.

During the first quarter, our carry funds invested \$3.4 billion in new or follow-on transactions that we have been working on for several months and have invested approximately \$21.8 billion over the last twelve months. Overall, the investment environment remains challenging and competitive and high levels of dry powder in our industry combined with slowing global growth and volatile markets could affect both investment pace and realizations in 2019. In the first quarter, we realized proceeds from our carry funds of \$4.7 billion. As we transition from the older vintage of funds to the next generation of funds, the weighted average portfolio age is younger than at any point in the last few years. While our investment teams work to create value at our portfolio companies, we expect that net realized performance revenues will continue at lower levels in 2019. We continue to believe our portfolio is positioned to generate significant realized performance revenues in future years, with net accrued performance revenues increasing this quarter to \$1.8 billion and our in-carry ratio now at 64%.

## **Recent Transactions**

### ***Distributions***

In April 2019, the Board of Directors of our general partner declared a quarterly distribution of \$0.19 per unit to common unitholders of record at the close of business on May 13, 2019, payable on May 20, 2019.

The Board of Directors of our general partner has declared a quarterly distribution of \$0.367188 per Preferred Unit to holders of record at the close of business on June 1, 2019, payable on June 17, 2019. Distributions on the Preferred Units are discretionary and non-cumulative. See Note 12 of our unaudited condensed consolidated financial statements for more information on the Preferred Units.

## **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 with which we have an investment advisory or investment management agreement. Additionally, management fees 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.

Management fees attributable to Carlyle Partners VII, L.P. ("CP VII"), our seventh U.S. buyout fund with approximately \$17.5 billion of Fee-earning AUM as of March 31, 2019 were approximately 17% of total management fees recognized during the three months ended March 31, 2019. Management fees attributable to Carlyle Partners VI, L.P. ("CP VI"), our sixth U.S. buyout fund with approximately \$10.0 billion of Fee-earning AUM as of March 31, 2019 were approximately 15% of total management fees recognized during the three months ended March 31, 2018. No other fund generated over 10% of total management fees in the periods presented.

Fund management fees exclude the reimbursement of any partnership expenses paid the Partnership 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 include fees we receive for the transaction and portfolio advisory services we provide to our portfolio companies, as well as underwriting fees from our loan syndication and capital markets business, Carlyle Capital Solutions (“CCS”). 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 required to offset our fund management fees earned by a percentage of the transaction and advisory fees earned, which we refer to as the “rebate offsets.” Historically, such rebate offset percentages generally approximated 80% of the fund’s portion of the transaction and advisory fees earned. However, the percentage of transaction and portfolio advisory fees we share with our investors on our recent vintage funds has generally increased, and as such the rebate offset percentages generally range from 80% to 100% of the fund’s portion of the transaction and advisory fees earned. The recognition of portfolio advisory fees and transactions fees can be volatile as they are primarily generated by investment activity within our funds, and therefore are impacted by our investment pace. Underwriting fees include gains, losses and fees arising from securities offerings in which we participate in the underwriter syndicate.

*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.

In addition to the performance allocations from our Corporate Private Equity and Real Assets funds and closed-end carry funds in the Global Credit segment, we are also entitled to receive performance allocations from our Investment Solutions and NGP Carry Funds. 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 Family of Funds.”

Performance allocations in excess of 10% of the total for the three months ended March 31, 2019 and 2018 were generated from the following funds:

<b>Three Months Ended</b>					
<b>March 31,</b>					
<b>2019</b>			<b>2018</b>		
<b>(Dollars in millions)</b>					
CP VI	\$	86.0	CEP IV	\$	72.0
CRP V		60.7	CP VI		44.3
Alpinvest Co- & Secondary Investments 2006-2008		47.4	CRP VII		37.5
			CP V		35.1
			CRP V		(45.0)

No other fund generated over 10% of performance allocations in the periods presented above.

Under our arrangements with the historical owners and management team of AlpInvest, 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 AlpInvest 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 AlpInvest fund vehicles is subject to entity level income taxes in the Netherlands.

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. For the three months ended March 31, 2019 and 2018, the reversals of performance allocations were \$27.8 million and \$71.3 million, respectively. 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.

As of March 31, 2019, accrued performance allocations and accrued giveback obligations were approximately \$3.7 billion and \$63.2 million, respectively. Each balance assumes a hypothetical liquidation of the funds’ investments at March 31, 2019 at their then current fair values. These assets and liabilities will continue to fluctuate in accordance with the fair values of the fund investments until they are realized. As of March 31, 2019, approximately \$36.0 million of the accrued giveback obligation is 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 Carlyle Holdings is \$27.2 million. The Partnership 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 and excludes any net accrued performance allocations and incentive fees that have been realized but will be collected in subsequent periods. Net accrued performance revenues as of March 31, 2019 are \$1.8 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, 2019, 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 \$0.5 billion on an after-tax basis where applicable. See the related discussion of “Contingent Obligations (Giveback)” within “— Liquidity and Capital Resources.”

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 is attributable to Carlyle Holdings (amounts in millions):

	<b>Inception through March 31, 2019</b>	
	<b>Total Giveback</b>	<b>Giveback Attributable to Carlyle Holdings</b>
Various Riverstone Funds	\$ 156.3	\$ 55.8
All other Carlyle Funds	56.9	0.6
<b>Aggregate Giveback since Inception</b>	<b>\$ 213.2</b>	<b>\$ 56.4</b>

The amounts above include \$40.6 million attributable to Riverstone Legacy Energy Fund IV that was realized in the three months ended March 31, 2019, of which \$19.9 million was attributable to Carlyle Holdings.

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 Partnership’s portion of such obligations reduces Distributable Earnings in the period realized and negatively impacts earnings available for distributions to unitholders 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 Partnership 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 performance revenues recognized each period. See “— Segment Analysis” for the realized performance revenues by segment and related discussion for each period.

Investment income also represents the unrealized and realized 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. Investment income (loss) also includes the related 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, as it relates to our investments in NGP. Principal investment income also includes our share of earnings from our strategic investment in Fortitude Re. 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 hierarchal 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, 2019 (amounts in millions):

	As of March 31, 2019				
	Corporate Private Equity	Real Assets	Global Credit	Investment Solutions	Total
<b>Consolidated Results</b>					
Level I	\$ 2,679	\$ 2,809	\$ 223	\$ 1,226	\$ 6,937
Level II	157	978	1,085	79	2,299
Level III	45,298	24,938	36,251	28,302	134,789
Fair Value of Investments	48,134	28,725	37,559	29,607	144,025
Available Capital	36,126	17,450	8,085	15,814	77,475
<b>Total AUM</b>	<b>\$ 84,260</b>	<b>\$ 46,175</b>	<b>\$ 45,644</b>	<b>\$ 45,421</b>	<b>\$ 221,500</b>

*Interest and Other Income of Consolidated Funds.* Interest and other income of Consolidated Funds primarily represents the interest earned on CLO assets. However, 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 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 Partnership. 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 equity holders.

## **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 up to 60 months, which under U.S. GAAP will result in compensation charges over current and future periods. Further, in order to recruit and retain existing and future senior Carlyle professionals and other employees, we have implemented additional equity-based compensation programs that have resulted in increases to our equity-based compensation expenses in 2017 and 2018. However, we intend to grant fewer equity awards to employees than we have previously. For example, in February 2018 and 2019, we granted approximately 11.3 million and 5.3 million, respectively, deferred restricted common units across a significant number of our employees; these awards vest over a period of 12 to 60 months. Compensation charges associated with all equity-based compensation grants are excluded from Fee Related Earnings and Distributable Earnings.

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 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 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. 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.* The Carlyle Holdings partnerships and their subsidiaries primarily operate as pass-through entities for U.S. income tax purposes and record a provision for state and local income taxes for certain entities based on applicable laws and a provision for foreign income taxes for certain foreign entities. In addition, Carlyle Holdings I GP Inc. is subject to U.S. income taxes on only a portion of our income or loss. Depending on the sources of our taxable income or loss, our income tax provision or benefit can vary significantly from period to period.

Income taxes for foreign entities 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.

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, 2019, our U.S. federal income tax returns for the years 2015 through 2017 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 2014 to 2017. Foreign tax returns are generally subject to audit from 2011 to 2017. Certain of our affiliates are currently under audit by federal, state and foreign tax authorities. We do not believe the outcome of any future audit will have a material impact on our consolidated financial statements.

*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.

We record significant non-controlling interests in Carlyle Holdings relating to the ownership interests of the limited partners of the Carlyle Holdings partnerships. The Partnership, through wholly owned subsidiaries, is the sole general partner of Carlyle Holdings. Accordingly, the Partnership consolidates the financial position and results of operations of Carlyle Holdings into its financial statements, and the other ownership interests in Carlyle Holdings are reflected as a non-controlling interest in the Partnership's financial statements.

### **Non-GAAP Financial Measures**

In connection with a change to the Partnership's chief operating decision makers, management has reevaluated the manner in which it makes operational and resource deployment decisions and assesses the overall performance of the Partnership's business. Effective with the three months ended December 31, 2018, Distributable Earnings and Fee Related Earnings are the performance measures for the Partnership's profitability used by management in making operational and resource deployment decisions. Previously, Economic Income was also a key performance measure. The key distinction between Distributable Earnings and Economic Income is that Distributable Earnings reflects the earnings of the Partnership excluding unrealized performance revenues and related compensation expense, and unrealized principal investment income.

In connection with this modification, segment information as of and for the three months ended March 31, 2018 has been presented in this Quarterly Report on Form 10-Q to conform to the Partnership's current presentation of segment results for comparability purposes. Consequently, this information will be different from the historical segment financial results reporting by the Partnership in its reports filed with the SEC.

*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 four 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 and determine amounts potentially available for distribution from Carlyle Holdings to its unitholders.

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 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 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, charges associated with earnouts 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.

## 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 and for Metropolitan carry funds during the weighted-average investment period of the underlying funds (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, Metropolitan carry funds after the expiration of the weighted-average investment period of the underlying funds, 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 our hedge fund and fund of hedge funds vehicles (pre redemptions and subscriptions), as well as 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 gross assets (including assets acquired with leverage), excluding cash and cash equivalents, of one of our business development companies and certain carry funds (see “Fee-earning AUM based on lower of cost or fair value and other” in the table below for the amount of this component at each period); and
- (f) 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, (see “Fee-earning AUM based on lower of cost or fair value and other” in the table below for the amount of this component at each period).

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

	As of March 31,	
	2019	2018
(Dollars in millions)		
<b>Consolidated Results</b>		
<b>Components of Fee-earning AUM</b>		
Fee-earning AUM based on capital commitments (1)	\$ 71,022	\$ 58,931
Fee-earning AUM based on invested capital (2)	42,652	23,602
Fee-earning AUM based on collateral balances, at par (3)	23,713	19,049
Fee-earning AUM based on net asset value (4)	3,555	2,052
Fee-earning AUM based on lower of cost or fair value and other (5)	19,081	22,137
<b>Balance, End of Period (6) (7)</b>	<b>\$ 160,023</b>	<b>\$ 125,771</b>

- (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 Real Assets and 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 (pre-redemptions and subscriptions) of our hedge funds, mutual funds and fund of hedge funds vehicles, as well as certain other carry funds.
- (5) Includes funds with fees based on gross asset value.
- (6) Energy III, Energy IV, and Renew II (collectively, the “Legacy Energy Funds”), are managed with Riverstone Holdings LLC and its affiliates. Affiliates of both Carlyle and Riverstone act as investment advisors to each of the Legacy Energy Funds. Carlyle has a minority representation on the management committees of Energy IV and Renew II. Carlyle and Riverstone each hold half of the seats on the management committee of Energy III, but the investment period for this fund

has expired and the remaining investments in such fund are being disposed of in the ordinary course of business. As of March 31, 2019, the Legacy Energy Funds had, in the aggregate, approximately \$4.0 billion in AUM and \$3.1 billion in Fee-earning AUM. We are no longer raising capital for the Legacy Energy Funds and expect these balances to continue to decrease over time as the funds wind down.

(7) Ending balance excludes \$9 billion 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.

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>Consolidated Results</b>	<b>(Dollars in millions)</b>	
<b>Fee-earning AUM Rollforward</b>		
Balance, Beginning of Period	\$ 159,552	\$ 124,595
Inflows, including Commitments (1)	3,231	3,203
Outflows, including Distributions (2)	(2,268)	(2,842)
Market Appreciation/(Depreciation) (3)	(66)	(35)
Foreign Exchange and other (4)	(426)	850
<b>Balance, End of Period</b>	<b>\$ 160,023</b>	<b>\$ 125,771</b>

- (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, as well as the fee-earning collateral balance of new CLO issuance. 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 limited partner distributions 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. Distributions for funds earning management fees based on commitments during the period do not affect Fee-earning AUM.
- (3) Market Appreciation/(Depreciation) 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.
- (4) Includes activity of funds with fees based on gross asset value. 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 equals the sum of the following:

- (a) the aggregate fair value of our carry funds and related co-investment vehicles, NGP Predecessor Funds 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 (pre-redemptions and subscriptions) of our long/short credit, emerging markets, multi-product macroeconomic, fund of hedge funds vehicles, mutual fund and other hedge funds; and
- (d) 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 and the NGP Energy Funds that are advised by NGP.

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 Fee-earning AUM and 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.

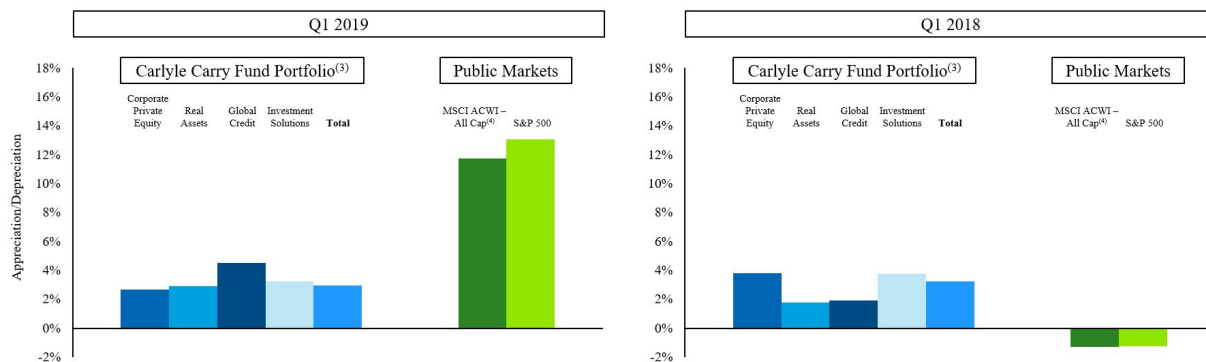
	<b>Three Months Ended March 31, 2019</b>
	<b>(Dollars in millions)</b>
<b>Consolidated Results</b>	
<b>Total AUM Rollforward</b>	
Balance, Beginning of Period	\$ 216,470
New Commitments (1)	6,913
Outflows (2)	(3,852)
Market Appreciation/(Depreciation) (3)	3,361
Foreign Exchange Gain/(Loss) (4)	(1,141)
Other (5)	(251)
<b>Balance, End of Period</b>	<b>\$ 221,500</b>

- (1) New Commitments 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, separately managed accounts and the NGP Predecessor funds, gross redemptions in our open-ended funds, and runoff of CLO collateral balances.
- (3) Market Appreciation/(Depreciation) generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds and related co-investment vehicles, the NGP Predecessor Funds and separately managed accounts.
- (4) 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.
- (5) Includes expiring available capital, the impact of capital calls for fees and expenses, change in gross asset value for our business development companies and other changes in AUM.

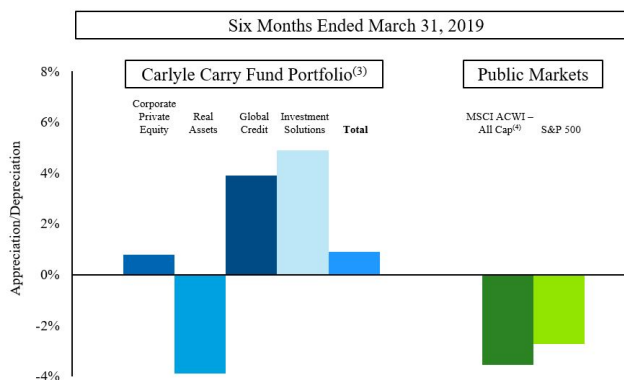
Please refer to “— Segment Analysis” for a detailed discussion by segment of the activity affecting Total AUM for each of the periods presented.

The table below presents the change in appreciation on portfolio investments of our carry funds. Please refer to “— Segment Analysis” for a detailed discussion by segment of the activity affecting Total AUM for each of the periods presented.

### Carlyle Portfolio Appreciation<sup>(1,2)</sup> vs. % Change in MSCI All Country World Index - All Cap



Over the last six months, public equity markets experienced exceptional volatility, with substantial declines in Q4 2018 and a strong recovery in Q1 2019. The additional table below extends the fund appreciation comparison to this six month period.



- (1) Reflects carry funds only. Appreciation/Depreciation is fund only, and excludes the impact of external co-investment.
- (2) For Carlyle returns, “Appreciation/Depreciation” represents realized and unrealized gain / loss for the period on a total return basis before fees and expenses. The percentage of return is calculated as the sum of ending remaining investment fair market value (“FMV”) and net investment outflow (sales proceeds less net purchases) less beginning remaining investment FMV divided by beginning remaining investment FMV.
- (3) In the Corporate Private Equity, Real Assets, and Global Credit carry funds, public investments made up 8% of remaining fair value at March 31, 2019 and 14% of remaining fair value at March 31, 2018. For Q1 2019, public investments appreciated 16% while private investments appreciated 2%, compared to flat public appreciation and 4% private appreciation for Q1 2018. Public portfolio includes initial public offerings (“IPO”) that occurred in the quarter. Investments may be reported as private in quarters prior to the IPO quarter.
- (4) The MSCI ACWI - All Cap Index represents the performance of the MSCI All Country World Index across all market capitalization sizes of the global equity market. There are significant differences between the types of securities and assets typically acquired by our carry funds and the investments covered by the MSCI All Country World Index. Specifically, our carry funds may make investments in securities and other assets that have a greater degree of risk and volatility, and less liquidity, than those securities included in the MSCI All Country World Index. Moreover, investors in the securities included in the MSCI All Country World Index may not be subject to the management fees, carried interest or expenses to which investors in our carry funds are typically subject. Comparisons between the carry fund appreciation and the MSCI All Country World Index are included for informational purposes only.

## **Consolidation of Certain Carlyle Funds**

The Partnership 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, 2019, our Consolidated Funds represent approximately 2% of our AUM; 1% of our fund management fees and 2% of our investment income for the three months ended March 31, 2019.

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 that we advise. As of March 31, 2019, our consolidated CLOs held approximately \$4.2 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 Partnership and partners' capital. 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, 2019 and 2018. 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 had the impact of increasing interest and other income of Consolidated Funds, interest and other expenses of Consolidated Funds, and net investment gains (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 Partnership for the periods presented.

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
	<b>(Dollars in millions, except unit and per unit data)</b>	
<b>Revenues</b>		
Fund management fees	\$ 353.4	\$ 264.5
Incentive fees	8.1	6.3
Investment income		
Performance allocations	349.1	308.1
Principal investment income	301.8	54.1
Total investment income	650.9	362.2
Interest and other income	22.2	22.5
Interest and other income of Consolidated Funds	52.4	47.3
Total revenues	1,087.0	702.8
<b>Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	210.5	187.3
Equity-based compensation	36.0	84.9
Performance allocations and incentive fee related compensation	185.4	158.0
Total compensation and benefits	431.9	430.2
General, administrative and other expenses	112.5	95.0
Interest	19.7	17.9
Interest and other expenses of Consolidated Funds	38.1	35.9
Other non-operating expenses	0.3	0.3
Total expenses	602.5	579.3
<b>Other income</b>		
Net investment gains (losses) of Consolidated Funds	(14.2)	2.0
Income before provision for income taxes	470.3	125.5
Provision for income taxes	24.0	7.8
Net income	446.3	117.7
Net income (loss) attributable to non-controlling interests in consolidated entities	(4.5)	11.0
Net income attributable to Carlyle Holdings	450.8	106.7
Net income attributable to non-controlling interests in Carlyle Holdings	307.9	67.0
Net income attributable to The Carlyle Group L.P.	142.9	39.7
Net income attributable to Series A Preferred Unitholders	5.9	5.9
Net income attributable to The Carlyle Group L.P. common unitholders	\$ 137.0	\$ 33.8
Net income attributable to The Carlyle Group L.P. per common unit		
Basic	\$ 1.25	\$ 0.34
Diluted	\$ 1.18	\$ 0.30
Weighted-average common units		
Basic	109,210,460	100,732,493
Diluted	115,818,538	111,303,988

**Three Months Ended March 31, 2019 Compared to the Three Months Ended March 31, 2018**

**Revenues**

Total revenues increased \$384.2 million, or 55% for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in total revenues for the three months ended March 31, 2019:

	<b>Three Months Ended March 31, 2019 v. 2018</b>
	<b>(Dollars in millions)</b>
Total Revenues, March 31, 2018	\$ 702.8
Increases (Decreases):	
Increase in fund management fees	88.9
Increase in incentive fees	1.8
Increase in investment income, including performance allocations	288.7
Decrease in interest and other income	(0.3)
Increase in interest and other income of Consolidated Funds	5.1
Total increase	384.2
Total Revenues, March 31, 2019	\$ 1,087.0

**Fund Management Fees.** Fund management fees increased \$88.9 million, or 34%, to \$353.4 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to the following:

	<b>Three Months Ended March 31, 2019 v. 2018</b>
	<b>(Dollars in millions)</b>
Higher management fees from the commencement of the investment period for certain newly raised funds	\$ 131.8
Lower management fees resulting from the change in basis for earning management fees from commitments to invested capital for certain funds and from distributions from funds whose management fees are based on invested capital	(44.7)
Decrease in catch-up management fees from subsequent closes of funds that are in the fundraising period	(0.5)
Higher transaction and portfolio advisory fees	2.2
All other changes	0.1
Total increase in fund management fees	\$ 88.9

Fund management fees include transaction and portfolio advisory fees, net of rebate offsets, of \$8.8 million and \$6.6 million for the three months ended March 31, 2019 and 2018, respectively. The \$2.2 million increase in transaction and portfolio advisory fees for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018 resulted primarily from CCS underwriting fees in the three months ended March 31, 2019 as compared to the three months ended March 31, 2018.

*Investment Income.* Investment income increased \$288.7 million to \$650.9 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to the following:

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Increase in performance allocations, excluding NGP	\$	41.0
Decrease in investment income from NGP, which includes performance allocations from the investments in NGP		(1.1)
Decrease in investment income from our buyout and growth funds		(5.3)
Increase in gains on foreign currency hedges		1.3
Increase in investment income from our real assets funds, excluding NGP		2.0
Decrease in investment income from our distressed debt funds and energy mezzanine funds		(1.2)
Decrease in investment income from CLOs		(1.8)
Investment income from Fortitude Re <sup>(1)</sup>		256.3
All other changes		(2.5)
Total increase in investment income	\$	288.7

(1) The Partnership's earnings from its investment for the three months ended March 31, 2019 were \$256.3 million, inclusive of \$229.3 million of unrealized gains related to change in the fair value of embedded derivatives related to certain reinsurance contracts included in Fortitude Re's U.S. GAAP financial statements. Modified coinsurance is subject to the general accounting principles for hedging, specifically the guidance originally issued as Derivatives Implementation Group Issue No. B36: *Embedded Derivatives: Modified Coinsurance Agreements and Debt Instruments That Incorporate Credit Risk Exposures That Are Unrelated or Only Partially Related to the Creditworthiness of the Obligor under Those Instruments* ("DIG B36"). The significant increase in fair value on the embedded derivatives during the quarter is primarily a result of a narrowing of credit spreads during the period.

Performance Allocations. Performance allocations increased \$41.0 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. Performance allocations by segment on a consolidated U.S. GAAP basis for the three months ended March 31, 2019 and 2018 comprised the following:

	<b>Three Months Ended</b>			
	<b>March 31,</b>			
	<b>2019</b>		<b>2018</b>	
	<b>(Dollars in millions)</b>			
Corporate Private Equity	\$	132.8	\$	257.9
Real Assets		109.4		(3.3)
Global Credit		29.6		2.6
Investment Solutions		77.3		50.9
Total performance allocations	\$	349.1	\$	308.1
Total carry fund appreciation		3%		3%

Approximately \$194.1 million of our performance allocations for the three months ended March 31, 2019 were related to CP VI, CRP V and Alpinvest Co- & Secondary Investments 2006-2008, while approximately \$143.9 million of our performance allocations for the three months ended March 31, 2018 were related to CEP IV, CP VI, CRP VII, CP V and CRP V.

Expectations for global economic growth have moderated significantly since the beginning of 2018. In its April 2019 World Economic Outlook, the International Monetary Fund cut its forecast for global growth in 2019 to 3.3%, down 40 basis points from its previous estimate of 3.7%. In the U.S., the Commerce Department estimates that growth in the first quarter of 2019 rose at a robust 3.2% annual rate, but this was due largely to a sharp increase in net exports, private inventory accumulation, and rising state and local government spending that are not likely to be sustained. In contrast, nonresidential and residential construction activity as well as business spending growth were weaker than in 2018. Based on our proprietary portfolio data, we expect that the U.S. economy will slowly return to its pre-2018 annual growth rate of 1.5% to 2% as the year

progresses. Global trade volumes declined year over year in Q1 2019 for the first time since the Global Financial Crisis. While the sudden drop-off in volumes began in Q2 2018 following the intensification of the U.S.-China trade dispute, its effects have since been felt across the global economy. As growth in Europe is twice as dependent on exports and Emerging Market (EM) demand than the U.S., the weakness in Asia and slowing global trade volumes had a larger quantitative impact on European corporate revenues than those of their U.S. counterparts. Recent data appear to indicate that global growth has stabilized and may increase as the year progresses. China, the first major economy to slow materially in 2018, has been the first to show signs of rebounding this year. The Federal Reserve's announcement that it will not make further interest rate increases at this time has paved the way for central banks in India, South Africa, Brazil, Thailand and Indonesia to cut interest rates without risking a subsequent sell-off of their currencies, thereby easing financial conditions. As economic conditions in China and EM improve, Eurozone growth will likely rebound as well. Adding to improved European sentiment are indications made in March and April by the UK Parliament that it will not allow a disorderly exit from the European Union. In response to economic weakness and the absence of inflationary pressures at the beginning of 2019, major central banks moved policy in a more accommodative direction in Q1 2019. Credit markets experienced a difficult fourth quarter of 2018 as broader volatility resulted in a significant widening of credit spreads. Our opportunistic credit strategies have been able to take advantage of this dislocation and closed on several investments at the end of 2018 and into the first quarter of 2019. In general, our Global Credit funds benefit from increases in volatility as banks pull back and corporate borrowers seek the speed of execution and price assurance provided by alternative funding sources. Since the end of the fourth quarter, credit markets stabilized during the first quarter of 2019. Our carry portfolio continues to appreciate with our overall carry fund portfolio appreciating by 3% in the first quarter and 9% over the last twelve months. In the first quarter, our Corporate Private Equity funds appreciated by 3% and our Real Assets funds appreciated by 3%. Our Real Estate funds appreciated by 5% in the first quarter, primarily due to an increase in the trading price of a large public position held by several of our U.S. opportunistic Real Estate funds. Our Global Credit carry funds appreciated by 5% in the quarter and our Investment Solutions funds appreciated by 3%. The downward movement in public equities and liquid securities in the fourth quarter of 2018 reversed itself during the first quarter of 2019. After decreasing 27% in the fourth quarter, our public portfolio (which represents approximately 8% of the remaining fair value across our Corporate Private Equity, Real Assets and Global Credit carry fund portfolio) increased 15% in the first quarter.

*Interest and Other Income.* Interest and other income decreased \$0.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018 primarily as a result of decreased interest income related to corporate treasury investments, partially offset by the reimbursement of certain costs incurred on behalf of Carlyle funds.

*Interest and Other Income of Consolidated Funds.* 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 Partnership.

Interest and other income of Consolidated Funds increased \$5.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. Substantially all of the increase in interest and other income of Consolidated Funds relates to increased interest income from CLOs.

#### **Expenses**

Total expenses increased \$23.2 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in total expenses for the three months ended March 31, 2019:

	<b>Three Months Ended March 31,</b>	
	<b>(Dollars in millions)</b>	
Total Expenses, March 31, 2018	\$	579.3
Increases (Decreases):		
Increase in total compensation and benefits		1.7
Increase in general, administrative and other expenses		17.5
Increase in interest and other expenses of Consolidated Funds		2.2
All other changes		1.8
Total increase		23.2
Total Expenses, March 31, 2019	\$	602.5

**Total Compensation and Benefits.** Total compensation and benefits increased \$1.7 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, due to the following:

	<b>Three Months Ended March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Increase in cash-based compensation and benefits	\$	23.2
Decrease in equity-based compensation		(48.9)
Increase in performance allocations and incentive fee related compensation		27.4
Total increase in total compensation and benefits	\$	1.7

**Cash-based Compensation and Benefits.** Cash-based compensation and benefits increased \$23.2 million, or 12%, for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to the following:

	<b>Three Months Ended March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Increase in headcount and bonuses	\$	10.5
Increases associated with the Carlyle Aviation Partners acquisition:		
Compensation and benefits		6.0
Contingent earnout		6.7
Total increase in cash-based compensation and benefits	\$	23.2

**Equity-based Compensation.** Equity-based compensation decreased \$48.9 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The decrease in equity-based compensation was primarily due to the timing of the last vesting of awards related to our initial public offering in 2012 in May 2018. This decrease is partially offset by the ongoing grants of deferred restricted common units to new and existing employees during 2018 and 2019.

**Performance allocations and incentive fee related compensation expense.** Performance allocations and incentive fee related compensation expense increased \$27.4 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. Performance allocations and incentive fee related compensation as a percentage of performance allocations and incentive fees was 53% for the three months ended March 31, 2019 and 51% for the three months ended March 31, 2018. For our largest segment, Corporate 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 Investment Solutions segment pay a higher ratio of performance allocations and incentive fees as compensation. Conversely, performance allocations from the Legacy Energy funds in our Real Assets segment are primarily allocated to Carlyle because the investment teams for the Legacy Energy funds are employed by Riverstone and not Carlyle.

**General, Administrative and Other Expenses.** General, administrative and other expenses increased \$17.5 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to:

	<b>Three Months Ended March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Higher intangible asset amortization		1.2
Higher professional fees		12.0
Lower external fundraising costs		(5.2)
Foreign exchange and other changes		9.5
Total increase in general, administrative and other expenses	\$	17.5



*Interest and Other Expenses of Consolidated Funds.* Interest and other expenses of Consolidated Funds increased \$2.2 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The increase is 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 Partnership.

#### *Net Investment Gains of Consolidated Funds*

For the three months ended March 31, 2019, net investment losses of Consolidated Funds were \$14.2 million as compared to net investment gains of \$2.0 million for the three months ended March 31, 2018. For both the three months ended March 31, 2019 and 2018, net investment gains (losses) 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 of consolidated funds for the respective periods are:

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
	<b>(Dollars in millions)</b>	
Realized losses	\$ (8.0)	\$ (2.7)
Net change in unrealized gains (losses)	9.1	(12.7)
Total gains (losses)	1.1	(15.4)
Gains (Losses) from liabilities of CLOs	(15.3)	17.4
<b>Total investment gains (losses) of Consolidated Funds</b>	<b>\$ (14.2)</b>	<b>\$ 2.0</b>

#### *Net Income (Loss) Attributable to Non-controlling Interests in Consolidated Entities*

Net loss attributable to non-controlling interests in consolidated entities was \$4.5 million for the three months ended March 31, 2019 as compared to net income attributable to non-controlling interests in consolidated entities of \$11.0 million for the three months ended March 31, 2018. These amounts are primarily attributable to the net earnings or losses of the Consolidated Funds for each period, which are substantially all allocated to the related funds' limited partners or CLO investors. This balance also includes 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 L.P. Common Unitholders*

The net income attributable to The Carlyle Group L.P. common unitholders was \$137.0 million for the three months ended March 31, 2019 as compared to \$33.8 million for the three months ended March 31, 2018. The Partnership is allocated a portion of the net income (loss) attributable to Carlyle Holdings based on the Partnership's ownership in Carlyle Holdings (which was approximately 32% and 30% as of March 31, 2019 and 2018, respectively). Net income or loss attributable to The Carlyle Group L.P. common unitholders also includes 100% of the net income (loss) attributable to the Partnership's wholly-owned taxable subsidiary, Carlyle Holdings I GP Inc., which was \$(9.9) million and \$4.1 million for the three months ended March 31, 2019 and 2018, respectively. As a result, the total net income or loss attributable to the Partnership will vary as a percentage of the net income or loss attributable to Carlyle Holdings.

#### **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, 2019 and 2018. Our Non-GAAP financial measures exclude the effects of unrealized performance allocations net of related compensation expense, unrealized principal investment income, consolidated funds, acquisition-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, 2019 and 2018.

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
Total Segment Revenues	\$ 450.9	\$ 536.6
Total Segment Expenses	350.1	397.7
<b>Distributable Earnings</b>	<b>\$ 100.8</b>	<b>\$ 138.9</b>
(-) Realized Net Performance Revenues	7.0	103.1
(-) Realized Principal Investment Income	4.1	18.7
(+ ) Net Interest	13.6	11.1
<b>(=) Fee Related Earnings</b>	<b>\$ 103.3</b>	<b>\$ 28.2</b>

The following table sets forth our total segment revenues for the three months ended March 31, 2019 and 2018.

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Segment Revenues</b>		
Fund level fee revenues		
Fund management fees	\$ 381.6	\$ 287.5
Portfolio advisory fees, net and other	5.5	9.7
Transaction fees, net	4.5	3.0
Total fund level fee revenues	391.6	300.2
Realized performance revenues	49.2	211.0
Realized principal investment income	4.1	18.7
Interest income	6.0	6.7
Total Segment Revenues	\$ 450.9	\$ 536.6

The following table sets forth our total segment expenses for the three months ended March 31, 2019 and 2018.

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Segment Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	\$ 202.3	\$ 189.1
Realized performance revenue related compensation	42.2	107.9
Total compensation and benefits	244.5	297.0
General, administrative, and other indirect expenses	75.7	74.8
Depreciation and amortization expense	10.3	8.1
Interest expense	19.6	17.8
Total Segment Expenses	\$ 350.1	\$ 397.7

Income before provision for income taxes is the GAAP financial measure most comparable to distributable earnings and fee related earnings. The following table is a reconciliation of income before provision for income taxes to distributable earnings and to fee related earnings.

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
<b>Income before provision for income taxes</b>	\$ 470.3	\$ 125.5
Adjustments:		
Net unrealized performance revenues	(155.8)	(56.9)
Unrealized principal investment income	(238.6)	(10.9)
Adjusted unrealized principal investment income from investment in Fortitude Re	(27.0)	—
Equity-based compensation	39.4	87.8
Acquisition related charges, including amortization of intangibles and impairment	12.0	4.6
Other non-operating expense	0.3	0.3
Tax expense associated with performance fee revenues	(6.1)	(2.1)
Net income attributable to non-controlling interests in consolidated entities	4.5	(11.0)
Debt extinguishment costs	0.1	—
Severance and other adjustments	1.7	1.6
<b>(=) Distributable Earnings</b>	<b>\$ 100.8</b>	<b>\$ 138.9</b>
(-) Realized net performance revenues <sup>(1)</sup>	7.0	103.1
(-) Realized principal investment income <sup>(1)</sup>	4.1	18.7
(+) Net Interest	13.6	11.1
<b>(=) Fee Related Earnings</b>	<b>\$ 103.3</b>	<b>\$ 28.2</b>

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

	Three Months Ended March 31, 2019		
	Carlyle Consolidated	Adjustments <sup>(2)</sup>	Total Reportable Segments
	(Dollars in millions)		
Performance revenues	\$ 349.1	\$ (299.9)	\$ 49.2
Performance revenues related compensation expense	185.4	(143.2)	42.2
Net performance revenues	\$ 163.7	\$ (156.7)	\$ 7.0
Principal investment income (loss)	\$ 301.8	\$ (297.7)	\$ 4.1

	Three Months Ended March 31, 2018		
	Carlyle Consolidated	Adjustments <sup>(2)</sup>	Total Reportable Segments
	(Dollars in millions)		
Performance revenues	\$ 308.1	\$ (97.1)	\$ 211.0
Performance revenues related compensation expense	158.0	(50.1)	107.9
Net performance revenues	\$ 150.1	\$ (47.0)	\$ 103.1
Principal investment income (loss)	\$ 54.1	\$ (35.4)	\$ 18.7

(2) 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 certain incentive fees from business development companies, which are included in fund management fees in the segment results, and (vi) the reclassification of certain tax expenses associated with 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, 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 consolidated financial statement).

DE for our reportable segments are as follows:

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
	<b>(Dollars in millions)</b>	
Corporate Private Equity	\$ 62.1	\$ 86.8
Real Assets	18.1	33.2
Global Credit	14.2	10.2
Investment Solutions	6.4	8.7
<b>Distributable Earnings</b>	<b>\$ 100.8</b>	<b>\$ 138.9</b>

### 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.

**Corporate Private Equity**

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

	<b>Three Months Ended March 31, 2019</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Segment Revenues</b>		
Fund level fee revenues		
Fund management fees	\$ 190.0	\$ 114.1
Portfolio advisory fees, net and other	3.5	6.3
Transaction fees, net	0.3	0.3
Total fund level fee revenues	193.8	120.7
Realized performance revenues	23.4	188.0
Realized principal investment income (loss)	(2.3)	7.9
Interest income	1.2	2.0
Total revenues	216.1	318.6
<b>Segment Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	96.7	97.2
Realized performance revenues related compensation	10.4	90.7
Total compensation and benefits	107.1	187.9
General, administrative, and other indirect expenses	34.1	32.9
Depreciation and amortization expense	4.9	4.0
Interest expense	7.9	7.0
Total expenses	154.0	231.8
<b>Distributable Earnings</b>	<b>\$ 62.1</b>	<b>\$ 86.8</b>
(-) Realized Net Performance Revenues	13.0	97.3
(-) Realized Principal Investment Income (Loss)	(2.3)	7.9
(+) Net Interest	6.7	5.0
<b>(=) Fee Related Earnings</b>	<b>\$ 58.1</b>	<b>\$ (13.4)</b>

**Three Months Ended March 31, 2019 Compared to Three Months Ended March 31, 2018**

**Distributable Earnings**

Distributable Earnings decreased \$24.7 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in distributable earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31,</b>
	<b>(Dollars in millions)</b>
Distributable earnings, March 31, 2018	\$ 86.8
Increases (decreases):	
Increase in fee related earnings	71.5
Decrease in realized net performance revenues	(84.3)
Decrease in realized principal investment income	(10.2)
Increase in net interest	(1.7)
Total decrease	(24.7)
Distributable earnings, March 31, 2019	\$ 62.1

*Realized Net Performance Revenues.* Realized net performance revenues decreased \$84.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018 primarily due to lower realizations in our Europe, Asia and U.S. financial services buyout funds. Realized net performance revenues were primarily generated by the following funds for the three months ended March 31, 2019 and 2018:

<b>Three Months Ended March 31,</b>	
2019	2018
CAP III	CEP III
	CAP III
	CAP II
	CGFSP I & II

*Realized Principal Investment Income (Loss).* Realized principal investment loss was \$2.3 million for the three months ended March 31, 2019 as compared to realized investment income of \$7.9 million for the three months ended March 31, 2018. The decrease was primarily due to a realized loss for the three months ended March 31, 2019 from an investment in one of our Europe buyout funds and lower realized gains in our investments in U.S. financial services funds.

**Fee Related Earnings**

Fee related earnings increased \$71.5 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in fee related earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31,</b>
	<b>(Dollars in millions)</b>
Fee related earnings, March 31, 2018	\$ (13.4)
Increases (decreases):	
Increase in fee revenues	73.1
Decrease in cash-based compensation and benefits	0.5
Increase in general, administrative and other indirect expenses	(1.2)
All other changes	(0.9)
Total increase	71.5
Fee related earnings, March 31, 2019	\$ 58.1

*Fee Revenues.* Total fee revenues increased \$73.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, due to the following:

	<b>Three Months Ended March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Higher fund management fees	\$	75.9
Lower portfolio advisory fees, net and other		(2.8)
<b>Total increase in fee revenues</b>	<b>\$</b>	<b>73.1</b>

The increase in fund management fees for both the three months ended March 31, 2019 as compared to the three months ended March 31, 2018 was primarily due to the activation of management fees during the second quarter of 2018 on our seventh U.S. buyout fund (“CP VII”) and our fifth Asia buyout fund (“CAP V”), as well as activation of management fees during the fourth quarter of 2018 on our fifth Europe buyout fund (“CEP V”). These increases were partially offset by lower fee rates and a lower basis for CP VI, CEP IV and CAP IV as they have exited the investment period. The total weighted-average management fee rate decreased from 1.32% at March 31, 2018 to 1.22% at March 31, 2019. Fee-earning assets under management were \$61.9 billion and \$35.3 billion as of March 31, 2019 and 2018, respectively, reflecting an increase of \$26.6 billion.

*Cash-based compensation and benefits expense.* Cash-based compensation and benefits expense decreased \$0.5 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018.

*General, administrative and other indirect expenses.* General, administrative and other indirect expenses increased \$1.2 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to higher professional fees and higher external costs associated with fundraising activities, partially offset by lower negative foreign currency adjustments.

#### **Fee-earning AUM as of and for the Three Months Ended March 31, 2019 and 2018**

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

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

	<b>As of March 31,</b>	
	<b>2019</b>	<b>2018</b>
	<b>(Dollars in millions)</b>	
<b>Corporate Private Equity</b>		
<b>Components of Fee-earning AUM (1)</b>		
Fee-earning AUM based on capital commitments	\$ 36,394	\$ 26,192
Fee-earning AUM based on invested capital	23,289	7,034
Fee-earning AUM based on lower of cost or fair value	2,218	2,067
<b>Total Fee-earning AUM</b>	<b>\$ 61,901</b>	<b>\$ 35,293</b>
<b>Weighted Average Management Fee Rates (2)</b>		
All Funds	1.22%	1.32%
Funds in Investment Period	1.46%	1.44%

(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,	
	2019	2018
<b>Corporate Private Equity</b>		
<b>(Dollars in millions)</b>		
<b>Fee-earning AUM Rollforward</b>		
Balance, Beginning of Period	\$ 62,358	\$ 35,584
Inflows, including Fee-paying Commitments (1)	328	217
Outflows, including Distributions (2)	(525)	(770)
Market Appreciation/(Depreciation) (3)	(19)	30
Foreign Exchange and other (4)	(241)	232
<b>Balance, End of Period</b>	<b>\$ 61,901</b>	<b>\$ 35,293</b>

- (1) Inflows represent limited partner capital raised and capital invested by carry funds outside the original investment period.
- (2) Outflows represent distributions from funds outside the investment period and changes in fee basis for our carry funds where the original investment period has expired.
- (3) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on portfolio investments in our carry funds based on the lower of cost or fair value.
- (4) 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 period end.

Fee-earning AUM was \$61.9 billion at March 31, 2019, a decrease of \$0.5 billion, or approximately 0.8%, compared to \$62.4 billion at December 31, 2018. The decrease was driven by outflows of \$0.5 billion primarily from distributions in our Asia buyout and growth funds, as well as \$0.2 billion of foreign exchange losses primarily due to the translation of Fee-earning AUM in our Europe buyout and growth funds from EUR to USD. This was partially offset by inflows of \$0.3 billion from new fee-paying commitments raised in CEP V. Investment and distribution activity by funds still in the investment period does not impact Fee-earning AUM as these funds are based on commitments.

Fee-earning AUM was \$61.9 billion at March 31, 2019, an increase of \$26.6 billion, or approximately 75%, compared to \$35.3 billion at March 31, 2018. The increase was driven by inflows of \$31.6 billion primarily related to new fee-earning commitments in CP VII, CEP V, and CAP V. This was partially offset by outflows of \$4.2 billion primarily due to the step-down of fees in CP VI, CEP IV, and CAP IV, as well as dispositions in various funds which charge fees based on invested equity.

Fee-earning AUM was \$35.3 billion at March 31, 2018, a decrease of \$0.3 billion, or approximately 1%, compared to \$35.6 billion at December 31, 2017. The decrease was driven by outflows of \$0.8 billion primarily due to dispositions in CP V, CGP, and CGFSP II. This decrease was partially offset by inflows of \$0.2 billion from new fee-earning commitments in CGFSP III and foreign exchange gains of \$0.2 billion primarily due to the translation of Fee-earning AUM in our Europe buyout and growth funds from EUR to USD.



## Total AUM as of and for the Three Months Ended March 31, 2019

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

	<b>Three Months Ended March 31, 2019</b>	
	<b>(Dollars in millions)</b>	
<b>Corporate Private Equity</b>		
<b>Total AUM Rollforward</b>		
Balance, Beginning of Period	\$	80,759
New Commitments (1)		3,618
Outflows (2)		(789)
Market Appreciation/(Depreciation) (3)		1,199
Foreign Exchange Gain/(Loss) (4)		(329)
Other (5)		(198)
<b>Balance, End of Period</b>	<b>\$</b>	<b>84,260</b>

- (1) New Commitments 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.
- (3) Market Appreciation/(Depreciation) generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds, related co-investment vehicles and separately managed accounts.
- (4) 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.
- (5) Includes expiring available capital, the impact of capital calls for fees and expenses and other changes in AUM.

Total AUM was \$84.3 billion at March 31, 2019, an increase of \$3.5 billion, compared to \$80.8 billion as of December 31, 2018. The increase was driven by \$3.6 billion of new commitments raised primarily in CETP IV and CGP II. Also driving the increase was market appreciation of \$1.2 billion due to overall segment appreciation of 3% for the period. The carry funds driving appreciation for the period included \$0.5 billion attributable to CP VI, \$0.1 billion attributable to CP VII, and \$0.1 billion attributable to CEP IV. The increase was partially offset by outflows of \$0.8 billion primarily in our Asia, US, and Japan buyout funds, as well as foreign exchange losses primarily due to the translation of Total AUM in our Europe buyout and growth funds from EUR to USD.

### 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, 2019, 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 L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. 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 Corporate Private Equity business. Please see “— Our Family of Funds” for a legend of the fund acronyms listed below.

Fund Vintage (1)	Committed Capital	TOTAL INVESTMENTS							REALIZED/PARTIALLY REALIZED INVESTMENTS(5)			
		As of March 31, 2019							As of March 31, 2019			
		Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Gross IRR (7)(12)	Net IRR (8)(12)	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC (4)	Gross IRR(7)		
<b>Corporate Private Equity</b>												
<b>Fully Invested/Committed Funds(6)</b>												
<i>(Reported in Local Currency, in Millions)</i>												
CP II	1995	\$ 1,331.1	\$ 1,362.4	\$ 4,072.2	3.0x	34%	25%	\$ 1,362.4	\$ 4,072.2	3.0x	34%	
CP III	2000	\$ 3,912.7	\$ 4,031.6	\$ 10,146.9	2.5x	27%	21%	\$ 4,031.6	\$ 10,146.9	2.5x	27%	
CP IV	2005	\$ 7,850.0	\$ 7,612.6	\$ 17,974.5	2.4x	16%	13%	\$ 7,612.6	\$ 17,974.5	2.4x	16%	
CP V	2007	\$ 13,719.7	\$ 13,190.9	\$ 27,763.8	2.1x	18%	14%	\$ 9,836.1	\$ 25,319.4	2.6x	25%	
CP VI	2014	\$ 13,000.0	\$ 12,776.2	\$ 18,711.3	1.5x	16%	11%	\$ 1,972.9	\$ 4,908.1	2.5x	36%	
CEP I	1998	€ 1,003.6	€ 981.6	€ 2,126.5	2.2x	18%	11%	€ 981.6	€ 2,126.5	2.2x	18%	
CEP II	2003	€ 1,805.4	€ 2,048.4	€ 4,127.7	2.0x	36%	20%	€ 1,883.8	€ 4,106.8	2.2x	43%	
CEP III	2007	€ 5,294.9	€ 5,155.5	€ 11,649.1	2.3x	19%	14%	€ 4,389.9	€ 11,252.6	2.6x	21%	
CEP IV	2014	€ 3,669.5	€ 3,693.2	€ 4,892.8	1.3x	17%	9%	€ 570.2	€ 645.0	1.1x	7%	
CAP I	1998	\$ 750.0	\$ 627.7	\$ 2,521.8	4.0x	25%	18%	\$ 627.7	\$ 2,521.8	4.0x	25%	
CAP II	2006	\$ 1,810.0	\$ 1,628.2	\$ 3,081.4	1.9x	11%	8%	\$ 1,628.2	\$ 3,081.4	1.9x	11%	
CAP III	2008	\$ 2,551.6	\$ 2,543.2	\$ 4,713.4	1.9x	17%	11%	\$ 2,071.8	\$ 4,344.3	2.1x	20%	
CAP IV	2014	\$ 3,880.4	\$ 3,900.1	\$ 5,189.0	1.3x	13%	8%	\$ 469.1	\$ 896.0	1.9x	23%	
CJP I	2001	¥ 50,000.0	¥ 47,291.4	¥ 138,902.1	2.9x	61%	37%	¥ 47,291.4	¥ 138,902.1	2.9x	61%	
CJP II	2006	¥ 165,600.0	¥ 141,866.7	¥ 208,901.1	1.5x	7%	4%	¥ 134,666.7	¥ 203,831.2	1.5x	7%	
CGFSP I	2008	\$ 1,100.2	\$ 1,080.7	\$ 2,479.7	2.3x	20%	14%	\$ 1,080.7	\$ 2,479.7	2.3x	20%	
CGFSP II	2013	\$ 1,000.0	\$ 942.7	\$ 1,486.1	1.6x	21%	14%	\$ 283.1	\$ 580.6	2.1x	33%	
CEOF I	2011	\$ 1,119.1	\$ 1,173.1	\$ 1,755.2	1.5x	13%	9%	\$ 346.9	\$ 848.0	2.4x	38%	
CETP II	2008	€ 521.6	€ 437.4	€ 1,266.0	2.9x	27%	19%	€ 393.0	€ 1,221.4	3.1x	29%	
CAGP IV	2008	\$ 1,041.4	\$ 954.1	\$ 1,328.6	1.4x	9%	4%	\$ 567.9	\$ 1,006.5	1.8x	14%	
All Other Funds (9)	Various		\$ 5,014.1	\$ 7,925.0	1.6x	16%	7%	\$ 3,999.0	\$ 6,381.2	1.6x	17%	
Coinvestment and SMA's (10)	Various		\$ 10,753.0	\$ 24,293.1	2.3x	36%	33%	\$ 7,290.2	\$ 20,974.4	2.9x	36%	
<b>Total Fully Invested Funds</b>			<b>\$ 83,119.4</b>	<b>\$ 163,584.5</b>	<b>2.0x</b>	<b>26%</b>	<b>18%</b>	<b>\$ 54,045.7</b>	<b>\$ 130,346.5</b>	<b>2.4x</b>	<b>27%</b>	
<b>Funds in the Investment Period (6)</b>												
CP VII	2018	\$ 18,510.0	\$ 4,008.2	\$ 3,943.2	1.0x	NM	NM					
CEP V	2018	€ 6,173.6	€ 875.1	€ 881.2	1.0x	NM	NM					
CAP V	2018	\$ 6,554.2	\$ 1,037.7	\$ 1,092.2	1.1x	NM	NM					
CGP I	2015	\$ 3,588.0	\$ 2,651.5	\$ 3,067.7	1.2x	7%	5%					
CJP III	2013	¥ 119,505.1	¥ 77,627.5	¥ 168,499.1	2.2x	30%	20%					
CEOF II	2015	\$ 2,400.0	\$ 1,630.8	\$ 1,801.8	1.1x	NM	NM					
CGFSP III	2018	\$ 1,004.6	\$ 250.0	\$ 274.8	1.1x	NM	NM					
CETP III	2014	€ 656.6	€ 511.9	€ 951.7	1.9x	38%	23%					
All Other Funds (11)	Various		\$ 780.1	\$ 886.6	1.1x	NM	NM					
Coinvestment and SMA's (10)	Various		\$ 2,628.7	\$ 2,932.1	1.1x	NM	NM					
<b>Total Funds in the Investment Period</b>			<b>\$ 15,244.3</b>	<b>\$ 17,576.6</b>	<b>1.2x</b>	<b>13%</b>	<b>5%</b>	<b>\$ 524.3</b>	<b>\$ 1,428.2</b>	<b>2.7x</b>	<b>40%</b>	
<b>TOTAL CORPORATE PRIVATE EQUITY (13)</b>			<b>\$ 98,363.8</b>	<b>\$ 181,161.1</b>	<b>1.8x</b>	<b>26%</b>	<b>18%</b>	<b>\$ 54,570.1</b>	<b>\$ 131,774.7</b>	<b>2.4x</b>	<b>27%</b>	

- (1) The data presented herein that provides “inception to date” performance results of our segments relates to the period following the formation of the first fund within each segment. For our Corporate Private Equity segment our first fund was formed in 1990.
- (2) Represents the original cost of investments since inception of the fund.
- (3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest.
- (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. We do not present Realized/Partially Realized performance information separately for funds that are still in the investment period because of the relatively insignificant level of realizations for funds of this type. However, to the extent such funds have had realizations, they are included in the Realized/Partially Realized performance information presented for Total Corporate Private Equity.
- (6) Fully Invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.
- (7) Gross Internal Rate of Return (“Gross IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.
- (8) Net Internal Rate of Return (“Net IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value 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.
- (9) Aggregate includes the following funds: CP I, CMG, CVP I, CVP II, CUSGF III, CEVP, CETP I, CAVP I, CAVP II, CAGP III, CSABF, CPF I, Mexico, CBPF, CCI and MENA.
- (10) Includes coinvestments, separately managed accounts (SMA’s) and certain other stand-alone investments arranged by us.
- (11) Aggregate, which is considered not meaningful, includes the following funds and their respective commencement dates: CSSAF (April 2012) , CAGP V (May 2016), and CBPF II (November 2017).
- (12) For funds marked “NM,” IRR may be positive or negative, but is considered not meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR 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.

	Remaining Fair Value(1)	Unrealized MOIC(2)	Total MOIC(3)	% Invested(4)	In Accrued Carry/ (Clawback) (5)	LTM Realized Carry (6)	Catch-up Rate	Fee Initiation Date(7)	Quarters Since Fee Initiation	Original Investment Period End Date
<b>As of March 31, 2019</b>										
<b>Corporate Private Equity</b>										
<b>(Reported in Local Currency, in Millions)</b>										
CP VI	\$	13,205.2	1.3x	1.5x	98%	X	100%	Jun-13	24	May-18
CEP IV	€	4,111.4	1.4x	1.3x	101%	X	100%	Sep-14	19	Aug-19
CP VII	\$	3,947.9	1.0x	1.0x	22%		100%	May-18	4	May-24
CAP IV	\$	3,790.1	1.2x	1.3x	101%	X	100%	Jul-13	23	Nov-18
CGP I	\$	3,011.1	1.1x	1.2x	74%	X	100%	Jan-15	17	Dec-20
CP V	\$	2,486.5	0.8x	2.1x	96%	X	X	Jun-07	48	May-13
CEOF II	\$	1,664.4	1.1x	1.1x	68%		80%	Nov-15	14	Mar-21
CAP V	\$	1,107.4	1.1x	1.1x	16%		100%	Jun-18	4	Jun-24
CJP III	¥	112,685.5	1.9x	2.2x	65%	X	100%	Sep-13	23	Feb-20
CEP V	€	881.2	1.0x	1.0x	14%		100%	Oct-18	2	Oct-24
CEOF I	\$	853.0	1.1x	1.5x	105%	X	80%	Sep-11	31	May-17
CGFSP II	\$	798.6	1.3x	1.6x	94%	X	100%	Jun-13	24	Dec-17
CEP III	€	666.9	0.9x	2.3x	97%	X	X	Jul-07	47	Dec-12
CETP III	€	617.9	1.4x	1.9x	78%	X	X	Jul-14	19	May-20
CAP III	\$	308.7	0.8x	1.9x	100%	X	X	Jun-08	44	May-14
CGFSP III	\$	274.6	1.1x	1.1x	25%		100%	May-18	4	Dec-23
CAGP IV	\$	257.5	0.7x	1.4x	92%		100%	Aug-08	43	Jun-14
CP IV	\$	203.0	2.1x	2.4x	97%	X	X	Apr-05	56	Dec-10
All Other Funds (8)	\$	2,363.8	1.2x	2.1x		NM	NM			
Coinvestment and SMA's (9)	\$	5,765.4	1.0x	2.0x		NM	NM			
<b>Total Corporate Private Equity (10)</b>	<b>\$</b>	<b>48,099.2</b>	<b>1.1x</b>	<b>1.8x</b>						

- (1) Remaining Fair Value reflects the unrealized carrying value of investments in carry funds and related co-investment vehicles. Significant funds with remaining fair value of greater than \$100 million are listed individually.
- (2) Unrealized multiple of invested capital ("MOIC") represents remaining fair market value, before management fees, expenses and carried interest, divided by remaining investment cost.
- (3) Total MOIC represents total fair value (realized proceeds combined with remaining fair value), before management fees, expenses and carried interest, divided by cumulative invested capital. For certain funds, represents the original cost of investments net of investment-level recallable proceeds, which is adjusted to reflect recyclability of invested capital for the purpose of calculating the fund MOIC.
- (4) Represents cumulative invested capital as of the reporting period divided by total commitments. Amount can be greater than 100% due to the re-investment of recallable distributions to fund investors.
- (5) Fund has a net accrued performance revenue balance/(giveback obligation) as of the current quarter end, driven by a significant portion of the fund's asset base.
- (6) Fund has generated realized net performance revenues/(realized giveback) in the last twelve months.
- (7) Represents the date of the first capital contribution for management fees.
- (8) Aggregate includes the following funds: CMG, CP I, CP II, CP III, CEP I, CEP II, CAP I, CAP II, CBPF, CBPF II, CJP I, CJP II, CEVP, CETP I, CETP II, CCI, CAVP I, CAVP II, CAGP III, CAGP V, Mexico, MENA, CSABF, CSSAF, CPF, CGFSP I, CVP I, CVP II, and CUSGF III. In Accrued Carry/(Clawback) and LTM Realized Carry not indicated because the indicator does not apply to each fund within the aggregate.
- (9) Includes co-investments, prefund investments, separately managed accounts (SMA's) and certain other stand-alone investments arranged by us. In Accrued Carry/(Clawback) and LTM Realized Carry not indicated because the indicator does not apply to each fund within the aggregate.
- (10) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the reporting period spot rate.

**Real Assets**

For purposes of presenting our results of operations for this segment, our earnings from our investments in NGP are presented in the respective operating captions. The following table presents our results of operations for our Real Assets segment:

	<b>Three Months Ended March 31, 2019</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Segment Revenues</b>		
Fund level fee revenues		
Fund management fees	\$ 77.4	\$ 74.4
Portfolio advisory fees, net and other	0.9	1.5
Transaction fees, net	2.4	2.7
Total fund level fee revenues	80.7	78.6
Realized performance revenues	4.9	7.8
Realized principal investment income	1.6	8.2
Interest income	0.5	0.9
Total revenues	87.7	95.5
<b>Segment Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	35.8	34.7
Realized performance revenues related compensation	12.0	4.0
Total compensation and benefits	47.8	38.7
General, administrative, and other indirect expenses	16.8	18.1
Depreciation and amortization expense	1.9	1.6
Interest expense	3.1	3.9
Total expenses	69.6	62.3
<b>(=) Distributable Earnings</b>	<b>\$ 18.1</b>	<b>\$ 33.2</b>
(-) Realized Net Performance Revenues	(7.1)	3.8
(-) Realized Principal Investment Income	1.6	8.2
(+) Net Interest	2.6	3.0
<b>(=) Fee Related Earnings</b>	<b>\$ 26.2</b>	<b>\$ 24.2</b>

**Three Months Ended March 31, 2019 Compared to Three Months Ended March 31, 2018**

**Distributable Earnings**

Distributable earnings declined \$15.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in distributable earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Distributable earnings, March 31, 2018	\$	33.2
<b>Increases (decreases):</b>		
Increase in fee related earnings		2.0
Decrease in realized net performance revenues		(10.9)
Decrease in realized principal investment income		(6.6)
Decrease in net interest		0.4
Total decrease		(15.1)
Distributable earnings, March 31, 2019	\$	18.1

**Realized Net Performance Revenues.** Realized net performance revenues declined \$10.9 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018 primarily due to the \$19.9 million realized giveback on Riverstone Legacy Energy Fund IV, partially offset by higher realizations on our U.S. real estate funds and our power opportunities fund. Realized net performance revenues were primarily generated by the following funds for the three months ended March 31, 2019 and 2018:

<b>Three Months Ended March 31,</b>	
<b>2019</b>	<b>2018</b>
Energy IV (clawback)	CRP VI
CPI	CEREP III - External Coinvest
CRP VII	
CPOCP	

**Realized Principal Investment Income.** Realized principal investment income declined \$6.6 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The decline was primarily related to lower realized principal investment income related to our investments in Europe real estate funds for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018.

### **Fee Related Earnings**

Fee related earnings increased \$2.0 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in fee related earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31,</b>	
	<b>(Dollars in millions)</b>	
Fee related earnings, March 31, 2018	\$	24.2
Increases (decreases):		
Increase in fee revenues		2.1
Increase in cash-based compensation and benefits		(1.1)
Decrease in general, administrative and other indirect expenses		1.3
All other changes		(0.3)
<b>Total increase</b>		<b>2.0</b>
Fee related earnings, March 31, 2019	\$	26.2

*Fee Revenues.* Fee revenues increased \$2.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, due to the following:

	<b>Three Months Ended March 31,</b>	
	<b>2019 v. 2018</b>	
	<b>(Dollars in millions)</b>	
Higher fund management fees	\$	3.0
Lower transaction fees		(0.3)
Lower portfolio advisory fees, net and other		(0.6)
<b>Total increase in fee revenues</b>	\$	<b>2.1</b>

The increase in fund management fees for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018 primarily reflects increased management fees from NGP XII, partially offset by lower management fees from CEREP III and CRP VII. Management fees also included \$3.9 million in catch-up management fees mainly from subsequent closes in 2018 for CGIOF and NGP XII during the three months ended March 31, 2019 as compared to approximately \$4.4 million in catch-up management fees earned during the three months ended March 31, 2018.

The weighted average management fee rate for funds in the investment period decreased to 1.32% at March 31, 2019 from 1.34% at March 31, 2018 due to new funds raised with lower management fee rates primarily in CRP VIII and NGP XII, offset by funds raised over the past year with higher management fee rates, primarily in CGL. The total weighted average management fee rate was 1.22% at March 31, 2019, a slight increase from 1.20% at March 31, 2018.

*Cash-based compensation and benefits expense.* Cash-based compensation and benefits expense increased \$1.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to higher projected year-end bonuses.

*General, administrative and other indirect expenses.* General, administrative and other indirect expenses decreased \$1.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to decreased external costs associated with fundraising activities of approximately \$4.8 million recorded in the three months ended March 31, 2018, partially offset by higher professional fees in the three months ended March 31, 2019 as compared to the three months ended March 31, 2018.

### **Fee-earning AUM as of and for the Three Months Ended March 31, 2019 and 2018**

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

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

	As of March 31,	
	2019	2018
(Dollars in millions)		
<b>Real Assets</b>		
<b>Components of Fee-earning AUM (1)</b>		
Fee-earning AUM based on capital commitments	\$ 15,247	\$ 17,170
Fee-earning AUM based on invested capital (2)	15,616	13,629
Fee-earning AUM based on net asset value	1,681	970
Fee-earning AUM based on lower of cost or fair value and other (3)	364	365
<b>Total Fee-earning AUM (4)</b>	<b>\$ 32,908</b>	<b>\$ 32,134</b>
<b>Weighted Average Management Fee Rates (5)</b>		
All Funds	1.22%	1.20%
Funds in Investment Period	1.32%	1.34%

(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 investments for certain real estate funds.

(3) Includes certain funds that are calculated on gross asset value.

(4) Energy III, Energy IV, and Renew II (collectively, the “Legacy Energy Funds”), are managed with Riverstone Holdings LLC and its affiliates. Affiliates of both Carlyle and Riverstone act as investment advisors to each of the Legacy Energy Funds. Carlyle has a minority representation on the management committees of Energy IV and Renew II. Carlyle and Riverstone each hold half of the seats on the management committee of Energy III, but the investment period for this fund has expired and the remaining investments in such fund are being disposed of in the ordinary course of business. As of March 31, 2019, the Legacy Energy Funds had, in the aggregate, approximately \$4.0 billion in AUM and \$3.1 billion in Fee-earning AUM. NGP IX, or in the case of NGP M&R and NGP ETP II, certain affiliated entities (collectively, the “NGP Predecessor Funds”) and NGP X, NGP GAP, NGP XI, and NGP XII (referred to herein as the “NGP Carry Funds”, collectively with the NGP Predecessor Funds, the “NGP Energy Funds”), are managed by NGP Energy Capital Management (“NGP”). As of March 31, 2019, the NGP Energy Funds had, in the aggregate, approximately \$13.9 billion in AUM and \$12.5 billion in Fee-earning AUM.

(5) 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. Calculation reflects Carlyle’s 10% and 55% interest in management fees earned by the Legacy Energy funds and the NGP Energy Funds, respectively. Accounts based on gross asset base generally have an effective management fee rate of 0.5% or less.



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

	<b>Three Months Ended March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Real Assets</b>		
<b>Fee-earning AUM Rollforward</b>		
Balance, Beginning of Period	\$ 32,977	\$ 31,599
Inflows, including Fee-paying Commitments (1)	390	1,008
Outflows, including Distributions (2)	(553)	(434)
Market Appreciation/(Depreciation) (3)	28	28
Foreign Exchange and other (4)	66	(67)
<b>Balance, End of Period</b>	<b>\$ 32,908</b>	<b>\$ 32,134</b>

- (1) Inflows represent limited partner capital raised and capital invested by funds outside the investment period.
- (2) Outflows represent distributions from funds outside the investment period and changes in fee basis for our carry funds where the investment period has expired.
- (3) Market Appreciation/(Depreciation) 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.
- (4) 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 \$32.9 billion at March 31, 2019, a decrease of \$0.1 billion compared to \$33.0 billion at December 31, 2018. The decrease was driven by outflows of \$0.6 billion, primarily related to distribution and step-down activity in our NGP Carry Funds and U.S. real estate funds. The decrease was offset by inflows of \$0.4 billion primarily related to new fee-paying commitments in NGP XII and CGI, and new limited partner capital invested in CPI. Changes in fair value have no material impact on Fee-earning AUM for Real Assets as substantially all of the funds generate management fees based on either commitments or invested capital at cost, neither of which is impacted by fair value movements. Investment and distribution activity by funds still in the original investment period do not impact Fee-earning AUM as these funds are based on commitments and not invested capital.

Fee-earning AUM was \$32.9 billion at March 31, 2019, an increase of \$0.8 billion, or approximately 2%, compared to \$32.1 billion at March 31, 2018. This increase was driven by inflows of \$3.8 billion, primarily related to new fee-paying commitments in NGP XII, CGI, and CER, as well as new limited partner invested capital in CPI. The increase was partially offset by outflows of \$2.9 billion primarily related to distribution activity in the U.S. real estate funds, NGP Energy Funds, and Legacy Energy funds, as well as other funds outside the original investment period.

Fee-earning AUM was \$32.1 billion at March 31, 2018, an increase of \$0.5 billion, or approximately 2%, compared to \$31.6 billion at December 31, 2017. The increase was driven by inflows of \$1.0 billion, primarily from new fee-paying commitments raised in CRP VIII. The increase was partially offset by outflows of \$0.4 billion, primarily related to distribution activity in the U.S. and Europe real estate funds.

**Total AUM as of and for the Three Months Ended March 31, 2019**

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

	<b>Three Months Ended March 31, 2019</b>	
	<b>(Dollars in millions)</b>	
<b>Real Assets</b>		
<b>Total AUM Rollforward</b>		
Balance, Beginning of Period	\$	45,640
New Commitments (1)		552
Outflows (2)		(540)
Market Appreciation/(Depreciation) (3)		618
Foreign Exchange Gain/(Loss) (4)		(15)
Other (5)		(80)
<b>Balance, End of Period</b>	<b>\$</b>	<b>46,175</b>

- (1) New Commitments 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 and related co-investment vehicles, NGP Predecessor Funds and separately managed accounts.
- (3) Market Appreciation/(Depreciation) generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds and related co-investment vehicles, the NGP Predecessor Funds and separately managed accounts.
- (4) 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.
- (5) Includes expiring available capital, the impact of capital calls for fees and expenses and other changes in AUM.

Total AUM was \$46.2 billion at March 31, 2019, an increase of \$0.6 billion, or approximately 1%, compared to \$45.6 billion at December 31, 2018. The increase was driven by new commitments of \$0.6 billion primarily from fundraising in CIEP II, NGP XII, and CGI, as well as market appreciation of \$0.6 billion. Carry fund market appreciation of 3% was driven by \$0.1 billion attributable to CIEP, \$0.1 billion attributable to CRP V, and \$0.1 billion attributable to NGP X. This was partially offset by outflows of \$0.5 billion primarily related to distributions in the NGP Energy Funds.

**Fund Performance Metrics**

Fund performance information for our carry funds that generally have at least \$1.0 billion in capital commitments, cumulative equity invested or total value as of March 31, 2019, 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 L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. 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 Real Assets business. Please see “— Our Family of Funds” for a legend of the fund acronyms listed below.

	Fund Vintage (1)	Committed Capital	TOTAL INVESTMENTS						REALIZED/PARTIALLY REALIZED INVESTMENTS(5)			
			As of March 31, 2019						As of March 31, 2019			
			Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Gross IRR (7)(12)	Net IRR (8)(12)	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Gross IRR (7)(12)	
<b>Real Assets</b>												
<b>(Reported in Local Currency, in Millions)</b>												
<b>Fully Invested/Committed Funds(6)</b>												
CRP III	2000	\$ 564.1	\$ 522.5	\$ 1,845.5	3.5x	44%	30%	\$ 522.5	\$ 1,845.5	3.5x	44%	
CRP IV	2004	\$ 950.0	\$ 1,259.5	\$ 1,983.1	1.6x	7%	4%	\$ 1,203.0	\$ 1,950.4	1.6x	7%	
CRP V	2006	\$ 3,000.0	\$ 3,368.8	\$ 5,660.2	1.7x	12%	9%	\$ 3,075.7	\$ 5,110.1	1.7x	12%	
CRP VI	2010	\$ 2,340.0	\$ 2,192.7	\$ 4,000.3	1.8x	28%	19%	\$ 1,671.5	\$ 3,379.1	2.0x	33%	
CRP VII	2014	\$ 4,161.6	\$ 3,621.3	\$ 5,446.0	1.5x	21%	13%	\$ 1,009.4	\$ 1,899.6	1.9x	30%	
CEREP I	2002	€ 426.6	€ 517.0	€ 698.6	1.4x	0.14	7%	€ 517.0	€ 698.6	1.4x	0.14	
CEREP II	2005	€ 762.7	€ 833.8	€ 128.1	0.2x	Neg	Neg	€ 826.7	€ 132.3	0.2x	Neg	
CEREP III	2007	€ 2,229.5	€ 2,052.5	€ 2,476.2	1.2x	4%	1%	€ 1,911.6	€ 2,379.3	1.2x	5%	
CIP	2006	\$ 1,143.7	\$ 1,069.8	\$ 1,426.6	1.3x	6%	3%	\$ 1,013.4	\$ 1,387.6	1.4x	6%	
NGP X	2012	\$ 3,586.0	\$ 3,280.2	\$ 4,059.1	1.2x	7%	4%	\$ 1,512.3	\$ 2,604.2	1.7x	23%	
NGP XI	2014	\$ 5,325.0	\$ 4,573.4	\$ 6,472.3	1.4x	19%	13%	\$ 385.3	\$ 575.6	1.5x	41%	
Energy II	2002	\$ 1,100.0	\$ 1,334.8	\$ 3,130.0	2.3x	81%	55%	\$ 1,334.8	\$ 3,130.0	2.3x	81%	
Energy III	2005	\$ 3,800.0	\$ 3,569.7	\$ 5,554.0	1.6x	10%	6%	\$ 3,096.4	\$ 5,044.8	1.6x	12%	
Energy IV	2007	\$ 5,979.1	\$ 6,366.7	\$ 8,023.3	1.3x	7%	4%	\$ 5,353.3	\$ 7,151.5	1.3x	9%	
Renew II	2008	\$ 3,417.5	\$ 2,833.5	\$ 4,233.7	1.5x	8%	5%	\$ 2,137.9	\$ 2,985.1	1.4x	8%	
All Other Funds (9)	Various		\$ 3,311.7	\$ 3,574.0	1.1x	3%	Neg	\$ 2,662.1	\$ 3,024.3	1.1x	5%	
Coinvestment and SMA's (10)	Various		\$ 5,235.7	\$ 9,055.5	1.7x	16%	13%	\$ 4,352.7	\$ 7,542.6	1.7x	20%	
<b>Total Fully Invested Funds</b>			<b>\$ 46,359.6</b>	<b>\$ 68,170.4</b>	<b>1.5x</b>	<b>12%</b>	<b>7%</b>	<b>\$ 32,983.3</b>	<b>\$ 51,233.1</b>	<b>1.6x</b>	<b>14%</b>	
<b>Funds in the Investment Period(6)</b>												
CRP VIII	2017	\$ 5,505.1	\$ 1,165.5	\$ 1,211.3	1.0x	NM	NM					
CIEP I	2013	\$ 2,500.0	\$ 1,835.7	\$ 2,962.6	1.6x	30%	16%					
NGP XII	2017	\$ 4,073.5	\$ 1,150.5	\$ 1,240.3	1.1x	NM	NM					
CPP II	2014	\$ 1,526.7	\$ 956.0	\$ 1,172.7	1.2x	13%	5%					
CPI	2016	\$ 2,159.5	\$ 1,667.6	\$ 1,931.0	1.2x	12%	9%					
CGI	2018	\$ 1,402.1	\$ 90.8	\$ 90.8	1.0x	NM	NM					
All Other Funds (11)	Various		\$ 232.5	\$ 233.2	1.0x	NM	NM					
Coinvestment and SMA's (10)	Various		\$ 1,224.5	\$ 1,921.6	1.6x	NM	NM					
<b>Total Funds in the Investment Period</b>			<b>\$ 8,323.0</b>	<b>\$ 10,763.6</b>	<b>1.3x</b>	<b>22%</b>	<b>12%</b>	<b>\$ 746.8</b>	<b>\$ 1,357.6</b>	<b>1.8x</b>	<b>n/a</b>	
<b>TOTAL Real Assets(13)</b>			<b>\$ 54,682.6</b>	<b>\$ 78,934.0</b>	<b>1.4x</b>	<b>12%</b>	<b>7%</b>	<b>\$ 33,730.1</b>	<b>\$ 52,590.7</b>	<b>1.6x</b>	<b>14%</b>	

- (1) The data presented herein that provides “inception to date” performance results of our segments relates to the period following the formation of the first fund within each segment. For our Real Assets segment our first fund was formed in 1997.
- (2) Represents the original cost of investments since inception of the fund.
- (3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest.
- (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. We do not present Realized/

Partially Realized performance information separately for funds that are still in the investment period because of the relatively insignificant level of realizations for funds of this type. However, to the extent such funds have had realizations, they are included in the Realized/Partially Realized performance information presented for Total Real Assets.

- (6) Fully Invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.
- (7) Gross Internal Rate of Return (“Gross IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.
- (8) Net Internal Rate of Return (“Net IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value 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.
- (9) Aggregate includes the following funds: CRP I, CRP II, CAREP I, CAREP II, CRCP I, CPOCP, NGP GAP, Energy I and Renew I.
- (10) Includes coinvestments, separately managed accounts (SMA’s) and certain other stand-alone investments arranged by us.
- (11) Aggregate includes CCR and CER. Return is considered not meaningful, as the investment period commenced in October 2016 for CCR and December 2017 for CER.
- (12) For funds marked “NM,” IRR may be positive or negative, but is considered not meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR 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.

	Remaining Fair Value(1)	Unrealized MOIC(2)	Total MOIC(3)	% Invested(4)	In Accrued Carry/ (Clawback) (5)	LTM Realized Carry (6)	Catch-up Rate	Fee Initiation Date(7)	Quarters Since Fee Initiation	Original Investment Period End Date
<b>As of March 31, 2019</b>										
<b>Real Assets (Reported in Local Currency, in Millions)</b>										
NGP XI	\$ 5,415.0	1.3x	1.4x	86%	X		80%	Feb-15	17	Oct-19
CRP VII	\$ 3,403.5	1.3x	1.5x	87%	X	X	80%	Jun-14	20	Mar-19
CIEP I	\$ 2,284.1	1.5x	1.6x	73%	X		80%	Oct-13	22	Sep-19
CPI	\$ 1,707.4	1.0x	1.2x	n/a	X		50%	May-16	12	Apr-21
Renew II	\$ 1,475.4	0.7x	1.5x	83%	(X)		80%	Mar-08	45	May-14
Energy IV	\$ 1,467.0	0.7x	1.3x	106%	(X)	(X)	80%	Feb-08	45	Dec-13
NGP X	\$ 1,375.9	0.9x	1.2x	91%			80%	Jan-12	29	May-17
NGP XII	\$ 1,240.3	1.1x	1.1x	28%			80%	Nov-17	6	Oct-19
CRP VIII	\$ 1,210.4	1.0x	1.0x	21%			80%	Aug-17	7	May-22
CRP V	\$ 1,101.9	2.7x	1.7x	112%	X		50%	Nov-06	50	Nov-11
CPP II	\$ 965.6	1.2x	1.2x	63%			80%	Sep-14	19	Apr-21
CRP VI	\$ 505.5	1.2x	1.8x	94%	X	X	50%	Mar-11	33	Mar-16
CRP IV	\$ 322.5	3.4x	1.6x	133%			50%	Jan-05	57	Dec-09
CRP III	\$ 312.2	131.8x	3.5x	93%	X	X	50%	Mar-01	73	May-05
Energy III	\$ 305.6	0.6x	1.6x	94%	(X)		80%	Nov-05	54	Oct-11
CEREP III	€ 118.9	1.1x	1.2x	92%			67%	Jun-07	48	May-11
All Other Funds (8)	\$ 839.3	0.8x	1.2x		NM	NM				
Coinvestment and SMA's (9)	\$ 2,845.4	1.3x	1.7x		NM	NM				
<b>Total Real Assets (10)</b>	<b>\$ 26,910.3</b>	<b>1.2x</b>	<b>1.4x</b>							

- (1) Remaining Fair Value reflects the unrealized carrying value of investments in carry funds and related co-investment vehicles. Significant funds with remaining fair value of greater than \$100 million are listed individually.
- (2) Unrealized multiple of invested capital (“MOIC”) represents remaining fair market value, before management fees, expenses and carried interest, divided by remaining investment cost.
- (3) Total MOIC represents total fair value (realized proceeds combined with remaining fair value), before management fees, expenses and carried interest, divided by cumulative invested capital. For certain funds, represents the original cost of investments net of investment-level recallable proceeds, which is adjusted to reflect recyclability of invested capital for the purpose of calculating the fund MOIC.

- (4) Represents cumulative invested capital as of the reporting period divided by total commitments. Amount can be greater than 100% due to the re-investment of recallable distributions to fund investors.
- (5) Fund has a net accrued performance revenue balance/(giveback obligation) as of the current quarter end, driven by a significant portion of the fund's asset base.
- (6) Fund has generated realized net performance revenues/(realized giveback) in the last twelve months.
- (7) Represents the date of the first capital contribution for management fees.
- (8) Aggregate includes the following funds: CRP I, CRP II, CRCP I, CEREP I, CEREP II, CER, CAREP I, CAREP II, CCR, CPOCP, CIP, CGI, NGP GAP, Energy I, Energy II and Renew I. In Accrued Carry/(Clawback) and LTM Realized Carry not indicated because the indicator does not apply to each fund within the aggregate.
- (9) Includes co-investments, prefund investments, separately managed accounts (SMA's) and certain other stand-alone investments arranged by us. In Accrued Carry/(Clawback) and LTM Realized Carry not indicated because the indicator does not apply to each fund within the aggregate.
- (10) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the reporting period spot rate.

### Global Credit

We continue to invest in growing our Global Credit business, for example with the acquisition of Carlyle Aviation Partners in December 2018 (see Note 3 of our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2018). In the near to mid term, this segment will incur additional expenses to build the credit business and raise additional capital. The following table presents our results of operations for our Global Credit segment:

	<b>Three Months Ended March 31, 2019</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Segment Revenues</b>		
Fund level fee revenues		
Fund management fees	\$ 74.8	\$ 58.7
Portfolio advisory fees, net and other	1.1	1.7
Transaction fees, net	1.8	—
Total fund level fee revenues	77.7	60.4
Realized performance revenues	—	1.1
Realized principal investment income	4.6	2.5
Interest income	3.8	3.3
Total revenues	86.1	67.3
<b>Segment Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	46.6	34.0
Realized performance revenues related compensation	—	0.6
Total compensation and benefits	46.6	34.6
General, administrative, and other indirect expenses	16.5	15.8
Depreciation and amortization expense	2.1	1.4
Interest expense	6.7	5.3
Total expenses	71.9	57.1
<b>(=) Distributable Earnings</b>	<b>\$ 14.2</b>	<b>\$ 10.2</b>
(-) Realized Net Performance Revenues	—	0.5
(-) Realized Principal Investment Income	4.6	2.5
(+) Net Interest	2.9	2.0
<b>(=) Fee Related Earnings</b>	<b>\$ 12.5</b>	<b>\$ 9.2</b>

### Three Months Ended March 31, 2019 Compared to Three Months Ended March 31, 2018

#### Distributable Earnings

Distributable earnings increased \$4.0 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in distributable earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31, (Dollars in millions)</b>
Distributable earnings, March 31, 2018	\$ 10.2
Increases (decreases):	
Increase in fee related earnings	3.3
Decrease in realized net performance revenues	(0.5)
Increase in realized principal investment income	2.1
Increase in net interest	(0.9)
Total increase	4.0
Distributable earnings, March 31, 2019	\$ 14.2

*Realized Net Performance Revenues.* Realized net performance revenues decreased \$0.5 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to lower incentive fees from our CLOs.

*Realized Principal Investment Income.* Realized principal investment income increased \$2.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to higher realizations on investments in our carry and structured credit funds.

#### Fee Related Earnings

Fee related earnings increased \$3.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in fee related earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31, (Dollars in millions)</b>
Fee related earnings, March 31, 2018	\$ 9.2
Increases (decreases):	
Increase in fee revenues	17.3
Increase in cash-based compensation and benefits	(12.6)
Increase in general, administrative and other indirect expenses	(0.7)
All other changes	(0.7)
Total increase	3.3
Fee related earnings, March 31, 2019	\$ 12.5

*Fee Revenues.* Fee revenues increased \$17.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily driven by management fees from Carlyle Aviation Partners, which was acquired in December 2018, management fees from CLOs that originated in 2017 and 2018, as well as increased management fees from our direct lending platform.

The weighted average management fee rate on our carry funds decreased from 1.35% at March 31, 2018 to 1.22% at March 31, 2019. The rate decreased slightly due to new funds being raised with lower effective rates as well as the onboarding of Carlyle Aviation carry funds with a lower blended rate.

*Cash-based compensation and benefits expense.* Cash-based compensation and benefits expense increased \$12.6 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to the Carlyle Aviation Partners acquisition, as well as increased headcount and higher projected year-end bonuses.

We expect that as we add new talent to our growing Global Credit business, our cash compensation and benefits expense will increase. However, as this strategy raises incremental capital, we expect the positive impact from additional fee revenue to more than offset our increased compensation levels.

*General, administrative and other indirect expenses.* General, administrative and other indirect expenses increased \$0.7 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to higher professional fees and office expenses, partially offset by lower external costs associated with fundraising activities, as well as lower negative foreign currency adjustments.

**Fee-earning AUM as of and for the Three Months Ended March 31, 2019 and 2018**

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

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

	<b>As of March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Global Credit</b>		
<b>Components of Fee-earning AUM (1)</b>		
Fee-earning AUM based on capital commitments	\$ 7,403	\$ 5,026
Fee-earning AUM based on invested capital	2,174	1,627
Fee-earning AUM based on collateral balances, at par	23,713	19,049
Fee-earning AUM based on net asset value	1,024	80
Fee-earning AUM based on other (2)	2,230	2,048
<b>Total Fee-earning AUM</b>	<b>\$ 36,544</b>	<b>\$ 27,830</b>
<b>Weighted Average Management Fee Rates (3)</b>		
All Funds, excluding CLOs	1.22%	1.35%

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

(2) Includes 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. 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.

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

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>(Dollars in millions)</b>		
<b>Global Credit</b>		
<b>Fee-earning AUM Rollforward</b>		
Balance, Beginning of Period	\$ 35,152	\$ 27,262
Inflows, including Fee-paying Commitments (1)	1,324	852
Outflows, including Distributions (2)	(70)	(408)
Market Appreciation/(Depreciation) (3)	(5)	(1)
Foreign Exchange and other (4)	143	125
<b>Balance, End of Period</b>	<b>\$ 36,544</b>	<b>\$ 27,830</b>

(1) Inflows represent limited partner capital raised and capital invested by our carry funds and CLO’s, as well as capital invested by our carry funds outside the investment period.

(2) Outflows represent limited partner distributions from our carry funds, changes in fee basis for our carry funds where the investment period has expired, reductions for funds that are no longer calling fees, gross redemptions in our open-ended funds, and runoff of CLO collateral balances.

(3) Market Appreciation/(Depreciation) 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.

- (4) Includes activity of funds with fees based on gross asset value. 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 \$36.5 billion at March 31, 2019, an increase of \$1.3 billion, or approximately 4%, compared to \$35.2 billion at December 31, 2018. The increase was driven by inflows of \$1.3 billion primarily related to the closing of our latest U.S. and Europe CLO's, as well as purchases in CCOF. Distributions from carry funds still in the investment period do not impact Fee-earning AUM as these funds are based on commitments and not invested capital.

Fee-earning AUM was \$36.5 billion at March 31, 2019, an increase of \$8.7 billion, or approximately 31%, compared to \$27.8 billion at March 31, 2018. The increase was driven by outflows of \$5.6 billion primarily related to the raising of additional U.S. and Europe CLO's, as well as purchases in CCOF and CSC. Also driving the increase was \$4.1 billion of acquisition activity related to our December 2018 acquisition of Carlyle Aviation Partners. This was partially offset by outflows of \$0.9 billion primarily related to distributions in funds which charge fees based on invested equity.

Fee-earning AUM was \$27.8 billion at March 31, 2018, an increase of \$0.5 billion, or approximately 2%, compared to \$27.3 billion at December 31, 2017. Inflows of \$0.9 billion were driven by new fee-paying capital raised in our U.S. and Europe CLO's as well as new investments made in CCOF. This was offset by outflows of \$0.4 billion primarily related to runoff of our CLO collateral balances.

#### **Total AUM as of and for the Three Months Ended March 31, 2019.**

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

	<b>Three Months Ended March 31, 2019</b>
	<b>(Dollars in millions)</b>
<b>Global Credit</b>	
<b>Total AUM Rollforward</b>	
Balance, Beginning of Period	\$ 44,417
New Commitments (1)	1,550
Outflows (2)	(536)
Market Appreciation/(Depreciation) (3)	243
Foreign Exchange Gain/(Loss) (4)	(147)
Other (5)	117
<b>Balance, End of Period</b>	<b>\$ 45,644</b>

- (1) New Commitments 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, gross redemptions in our open-ended funds, and runoff of CLO collateral balances.
- (3) Market Appreciation/(Depreciation) generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds, related co-investment vehicles and separately managed accounts.
- (4) 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.
- (5) Includes expiring available capital, the impact of capital calls for fees and expenses, change in gross asset value for our business development companies and other changes in AUM.

Total AUM was \$45.6 billion at March 31, 2019, an increase of \$1.2 billion, or approximately 3%, compared to \$44.4 billion at December 31, 2018. The increase was driven by new commitments of \$1.6 billion primarily in our CLO's and CCOF. This increase was partially offset by outflows of \$0.5 billion primarily related to runoff of our CLO collateral balances.

#### **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 L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. 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, 2019, had at least \$1.0 billion in capital commitments, cumulative equity invested or total equity value. Please see “— Our Family of Funds” for a legend of the fund acronyms listed below.

		TOTAL INVESTMENTS					
		As of March 31, 2019					
Fund Vintage (1)	Committed Capital	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Gross IRR (5)(10)	Net IRR (6)(10)	
<b>Global Credit (Carry Funds Only)</b>							
(Reported in Local Currency, in Millions)							
<b>Fully Invested/Committed Funds (7)</b>							
CSP II	2007	\$ 1,352.3	\$ 1,352.3	\$ 2,486.0	1.8x	17%	11%
CSP III	2011	\$ 702.8	\$ 702.8	\$ 1,167.8	1.7x	28%	18%
CEMOF I	2011	\$ 1,382.5	\$ 1,600.9	\$ 1,354.2	0.8x	Neg	Neg
All Other Funds (8)	Various		\$ 2,321.3	\$ 3,415.4	1.5x	14%	9%
Coinvestment and SMA's (9)	Various		\$ 493.2	\$ 375.2	0.8x	NM	NM
<b>Total Fully Invested Funds</b>			<b>\$ 6,470.4</b>	<b>\$ 8,798.6</b>	<b>1.4x</b>	<b>12%</b>	<b>6%</b>
<b>Funds in the Investment Period (7)</b>							
CSP IV	2016	\$ 2,500.0	\$ 942.4	\$ 1,229.9	1.3x	NM	NM
CEMOF II	2015	\$ 2,819.2	\$ 1,103.1	\$ 1,255.0	1.1x	NM	NM
CCOF	2017	\$ 1,418.3	\$ 627.9	\$ 665.1	1.1x	NM	NM
All Other Funds	Various		\$ 920.0	\$ 1,042.5	1.1x	NM	NM
Coinvestment and SMA's (9)	Various		\$ 572.5	\$ 673.9	1.2x	NM	NM
<b>Total Funds in the Investment Period</b>			<b>\$ 4,165.9</b>	<b>\$ 4,866.5</b>	<b>1.2x</b>	<b>NM</b>	<b>NM</b>
<b>TOTAL Global Credit</b>			<b>\$ 10,636.3</b>	<b>\$ 13,665.1</b>	<b>1.3x</b>	<b>13%</b>	<b>6%</b>

- (1) The data presented herein that provides “inception to date” performance results of our segments relates to the period following the formation of the first fund within each segment. For our Global Credit segment our first carry fund was formed in 2004.
- (2) Represents the original cost of all capital called for investments since inception of the fund.
- (3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest.
- (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 the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.
- (6) Net Internal Rate of Return (“Net IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value 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.
- (7) Fully Invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.
- (8) Aggregate includes the following funds: CMP I, CMP II, CSP I, CASCOF, SASOF II, and SASOF III.
- (9) Includes coinvestments, separately managed accounts (SMA's) and certain other stand-alone investments arranged by us.
- (10) For funds marked “NM,” IRR may be positive or negative, but is considered not meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR is negative as of reporting period end.

	Remaining Fair Value(1)	Unrealized MOIC(2)	Total MOIC(3)	% Invested(4)	In Accrued Carry/ (Clawback) (5)	LTM Realized Carry (6)	Catch-up Rate	Fee Initiation Date(7)	Quarters Since Fee Initiation	Original Investment Period End Date
As of March 31, 2019										
Global Credit (Reported in Local Currency, in Millions)										
CEMOF II	\$ 1,084.6	1.0x	1.1x	39%			100%	Dec-15	14	Feb-20
CSP IV	\$ 731.4	1.2x	1.3x	38%	X		100%	Feb-17	9	Dec-20
CEMOF I	\$ 623.3	0.5x	0.8x	116%			100%	Dec-10	34	Dec-15
CCOF	\$ 600.5	1.0x	1.1x	44%	X		n/a	Oct-17	6	Jun-22
CSP III	\$ 319.8	1.2x	1.7x	100%	X	X	80%	Dec-11	30	Aug-15
All Other Funds (8)	\$ 1,111.1	1.4x	1.5x		NM	NM				
Coinvestment and SMA's (9)	\$ 827.3	0.7x	1.0x		NM	NM				
<b>Total Global Credit</b>	<b>\$ 5,297.9</b>	<b>0.9x</b>	<b>1.3x</b>							

- (1) Remaining Fair Value reflects the unrealized carrying value of investments in carry funds and related co-investment vehicles. Significant funds with remaining fair value of greater than \$100 million are listed individually.
- (2) Unrealized multiple of invested capital ("MOIC") represents remaining fair market value, before management fees, expenses and carried interest, divided by remaining investment cost.
- (3) Total MOIC represents total fair value (realized proceeds combined with remaining fair value), before management fees, expenses and carried interest, divided by cumulative invested capital. For certain funds, represents the original cost of investments net of investment-level recallable proceeds, which is adjusted to reflect recyclability of invested capital for the purpose of calculating the fund MOIC.
- (4) Represents cumulative invested capital as of the reporting period divided by total commitments. Amount can be greater than 100% due to the re-investment of recallable distributions to fund investors.
- (5) Fund has a net accrued performance revenue balance/(giveback obligation) as of the current quarter end, driven by a significant portion of the fund's asset base.
- (6) Fund has generated realized net performance revenues/(realized giveback) in the last twelve months.
- (7) Represents the date of the first capital contribution for management fees.
- (8) Aggregate includes the following funds: CSP I, CSP II, CMP I, CMP II, CSC, CASCOF, SASOF II, SASOF III, and SASOF IV. In Accrued Carry/(Clawback) and LTM Realized Carry not indicated because the indicator does not apply to each fund within the aggregate.
- (9) Includes co-investments, prefund investments, separately managed accounts (SMA's) and certain other stand-alone investments arranged by us. In Accrued Carry/(Clawback) and LTM Realized Carry not indicated because the indicator does not apply to each fund within the aggregate.

## Investment Solutions

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

	Three Months Ended March 31, 2019	
	2019	2018
(Dollars in millions)		
<b>Segment Revenues</b>		
Fund level fee revenues		
Fund management fees	\$ 39.4	\$ 40.3
Portfolio advisory fees, net and other	—	0.2
Transaction fees, net	—	—
Total fund level fee revenues	39.4	40.5
Realized performance revenues	20.9	14.1
Realized principal investment income	0.2	0.1
Interest income	0.5	0.5
Total revenues	61.0	55.2
<b>Segment Expenses</b>		
Compensation and benefits		
Cash-based compensation and benefits	23.2	23.2
Realized performance revenues related compensation	19.8	12.6
Total compensation and benefits	43.0	35.8
General, administrative, and other indirect expenses	8.3	8.0
Depreciation and amortization expense	1.4	1.1
Interest expense	1.9	1.6
Total expenses	54.6	46.5
<b>(=) Distributable Earnings</b>	<b>\$ 6.4</b>	<b>\$ 8.7</b>
(-) Realized Net Performance Revenues	1.1	1.5
(-) Realized Principal Investment Income	0.2	0.1
(+) Net Interest	1.4	1.1
<b>(=) Fee Related Earnings</b>	<b>\$ 6.5</b>	<b>\$ 8.2</b>

### Three Months Ended March 31, 2019 Compared to Three Months Ended March 31, 2018

#### Distributable Earnings

Distributable earnings decreased \$2.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in distributable earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31, (Dollars in millions)</b>
Distributable earnings, March 31, 2018	\$ 8.7
Increases (decreases):	
Decrease in fee related earnings	(1.7)
Decrease in realized net performance revenues	(0.4)
Increase in realized principal investment income	0.1
Increase in net interest	(0.3)
Total decrease	(2.3)
Distributable earnings, March 31, 2019	\$ 6.4

#### Fee Related Earnings

Fee related earnings decreased \$1.7 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018. The following table provides the components of the changes in fee related earnings for the three months ended March 31, 2019:

	<b>Three Months Ended March 31, (Dollars in millions)</b>
Fee related earnings, March 31, 2018	\$ 8.2
Increases (decreases):	
Decrease in fee revenues	(1.1)
Increase in general, administrative and other indirect expenses	(0.3)
All other changes	(0.3)
Total decrease	(1.7)
Fee related earnings, March 31, 2019	\$ 6.5

*Fee Revenues.* Total fee revenues decreased \$1.1 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to decreased management fees from our private equity fund vehicles.

*General, administrative and other indirect expenses.* General, administrative and other indirect expenses increased \$0.3 million for the three months ended March 31, 2019 as compared to the three months ended March 31, 2018, primarily due to increased professional fees, partially offset by lower negative foreign currency adjustments during the three months ended March 31, 2019 as compared to the three months ended March 31, 2018.

**Fee-earning AUM as of and for the Three Months Ended March 31, 2019 and 2018**

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

	As of March 31,	
	2019	2018
<b>Investment Solutions</b>	<b>(Dollars in millions)</b>	
<b>Components of Fee-earning AUM (1)</b>		
Fee-earning AUM based on capital commitments	\$ 11,978	\$ 10,543
Fee-earning AUM based on invested capital (2)	1,573	1,312
Fee-earning AUM based on net asset value	850	1,002
Fee-earning AUM based on lower of cost or fair market value	14,269	17,657
<b>Total Fee-earning AUM</b>	<b>\$ 28,670</b>	<b>\$ 30,514</b>

(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 and Metropolitan carry funds.

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

	Three Months Ended March 31,	
	2019	2018
<b>Investment Solutions</b>	<b>(Dollars in millions)</b>	
<b>Fee-earning AUM Rollforward</b>		
Balance, Beginning of Period	\$ 29,065	\$ 30,150
Inflows, including Fee-paying Commitments (1)	1,189	1,126
Outflows, including Distributions (2)	(1,120)	(1,230)
Market Appreciation/(Depreciation) (3)	(70)	(92)
Foreign Exchange and other (4)	(394)	560
<b>Balance, End of Period</b>	<b>\$ 28,670</b>	<b>\$ 30,514</b>

(1) Inflows represent mandates where commitment fee period was activated and capital invested by carry fund vehicles outside the commitment fee period or weighted-average investment period.

(2) Outflows represent distributions from carry fund vehicles outside the commitment fee period or weighted-average investment period and changes in fee basis for carry fund vehicles where the commitment fee period or weighted-average investment period has expired.

(3) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on our carry fund vehicles based on the lower of cost or fair value.

(4) 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 \$28.7 billion at March 31, 2019, a decrease of \$0.4 billion, or approximately 1%, compared to \$29.1 billion at December 31, 2018. This was driven by outflows, including distributions, of \$1.1 billion which were primarily attributable to our AlpInvest carry funds and \$0.4 billion of foreign exchange losses due to the translation of our AlpInvest Fee-earning AUM from EUR to USD. This was offset by inflows, including fee-paying commitments, of \$1.2 billion primarily due to activation of previously raised mandates and purchases in our AlpInvest vehicles. 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 Investment Solutions as fully committed funds are based on the lower of cost or fair value of the underlying investments.

Fee-earning AUM was \$28.7 billion at March 31, 2019, a decrease of \$1.8 billion, or approximately 6%, compared to \$30.5 billion at March 31, 2018. The decrease was driven by outflows, including distributions, of \$4.9 billion primarily in our AlpInvest carry funds and \$2.0 billion of foreign exchange losses due to the translation of our AlpInvest Fee-earning AUM

from EUR to USD. This was offset by inflows, including fee-paying commitments, of \$5.2 billion due to activation of previously raised mandates and purchases in our AlpInvest and MRE carry funds.

Fee-earning AUM was \$30.5 billion at March 31, 2018, an increase of \$0.3 billion, or approximately 1%, compared to \$30.2 billion at December 31, 2017. This was driven by inflows, including fee-paying commitments of \$1.1 billion, due to activation of previously raised mandates in our AlpInvest vehicles, and foreign exchange gains of \$0.6 billion from translating our euro-denominated AlpInvest Fee-earning AUM to USD. Partially offsetting this increase were outflows, including distributions, of \$1.2 billion which were primarily attributable to our AlpInvest carry funds.

#### **Total AUM as of and for the Three Months Ended March 31, 2019**

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

	<b>Three Months Ended March 31, 2019</b>
	<b>(Dollars in millions)</b>
<b>Investment Solutions</b>	
<b>Total AUM Rollforward</b>	
Balance, Beginning of Period	\$ 45,654
New Commitments (1)	1,193
Outflows (2)	(1,987)
Market Appreciation/(Depreciation) (3)	1,301
Foreign Exchange Gain/(Loss) (4)	(650)
Other (5)	(90)
<b>Balance, End of Period</b>	<b>\$ 45,421</b>

- (1) New Commitments 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.
- (3) Market Appreciation/(Depreciation) generally represents realized and unrealized gains (losses) on portfolio investments in our carry funds and related co-investment vehicles and separately managed accounts. The fair market values for our Investment Solutions carry funds are based on the latest available valuations of the underlying limited partnership interests (in most cases as of December 31, 2018) as provided by their general partners, plus the net cash flows since the latest valuation, up to March 31, 2019.
- (4) 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.
- (5) Includes expiring available capital, the impact of capital calls for fees and expenses other changes in AUM.

Total AUM was \$45.4 billion at March 31, 2019, a decrease of \$0.3 billion or approximately 1%, compared to \$45.7 billion at December 31, 2018. The decrease was driven by \$2.0 billion of outflows primarily related to distributions in our AlpInvest carry funds. This was partially offset by \$1.3 billion of market appreciation primarily in our AlpInvest carry funds and \$1.2 billion of new commitments raised in our AlpInvest and MRE carry funds.

#### **Fund Performance Metrics**

Fund performance information for our AlpInvest and Metropolitan funds that have at least \$1.0 billion in capital commitments, cumulative equity invested or total value as of March 31, 2019, 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 L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. 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 Investment Solutions business.

Investment Solutions (1)	Vintage Year	Fund Size	TOTAL INVESTMENTS						
			As of March 31, 2019						
			Cumulative Invested Capital (2)(8)	Total Fair Value (3)(8)	MOIC (4)	Gross IRR (6) (10)	Net IRR (7) (10)		
(Reported in Local Currency, in Millions)									
<b>AlpInvest</b>									
<b>Fully Committed Funds (5)</b>									
Main Fund I - Fund Investments	2000	€ 5,174.6	€ 4,348.6	€ 7,147.6	1.6x	12%	11%		
Main Fund II - Fund Investments	2003	€ 4,545.0	€ 4,932.9	€ 7,973.5	1.6x	10%	10%		
Main Fund III - Fund Investments	2005	€ 11,500.0	€ 13,150.2	€ 21,609.1	1.6x	10%	10%		
Main Fund IV - Fund Investments	2009	€ 4,877.3	€ 5,373.5	€ 9,341.2	1.7x	17%	16%		
Main Fund V - Fund Investments	2012	€ 5,080.0	€ 4,851.1	€ 6,948.5	1.4x	15%	14%		
Main Fund VI - Fund Investments	2015	€ 1,106.4	€ 736.3	€ 915.1	1.2x	17%	16%		
Main Fund I - Secondary Investments	2002	€ 519.4	€ 487.1	€ 921.8	1.9x	58%	54%		
Main Fund II - Secondary Investments	2003	€ 998.4	€ 1,030.1	€ 1,881.4	1.8x	27%	26%		
Main Fund III - Secondary Investments	2006	€ 2,250.0	€ 2,411.0	€ 3,706.6	1.5x	11%	10%		
Main Fund IV - Secondary Investments	2010	€ 1,859.1	€ 1,975.9	€ 3,365.6	1.7x	19%	18%		
Main Fund V - Secondary Investments	2011	€ 4,272.8	€ 4,120.0	€ 6,762.0	1.6x	21%	20%		
Main Fund II - Co-Investments	2003	€ 1,090.0	€ 921.2	€ 2,552.2	2.8x	44%	42%		
Main Fund III - Co-Investments	2006	€ 2,760.0	€ 2,855.6	€ 4,036.1	1.4x	5%	5%		
Main Fund IV - Co-Investments	2010	€ 1,475.0	€ 1,378.7	€ 3,699.1	2.7x	24%	22%		
Main Fund V - Co-Investments	2012	€ 1,122.2	€ 1,048.8	€ 2,481.4	2.4x	29%	27%		
Main Fund VI - Co-Investments	2014	€ 1,114.6	€ 955.2	€ 1,938.2	2.0x	29%	26%		
Main Fund II - Mezzanine Investments	2004	€ 700.0	€ 773.7	€ 1,069.0	1.4x	8%	7%		
Main Fund III - Mezzanine Investments	2006	€ 2,000.0	€ 2,016.1	€ 2,720.7	1.3x	10%	9%		
All Other Funds (9)	Various		€ 2,910.0	€ 3,975.8	1.4x	14%	11%		
<b>Total Fully Committed Funds</b>			<b>€ 56,276.0</b>	<b>€ 93,044.7</b>	<b>1.7x</b>	<b>13%</b>	<b>12%</b>		
<b>Funds in the Commitment Period (5)</b>									
Main Fund VI - Secondary Investments	2017	€ 5,200.0	€ 2,158.3	€ 2,357.0	1.1x	NM	NM		
Main Fund VII - Co-Investments	2017	€ 2,500.2	€ 928.2	€ 1,041.4	1.1x	NM	NM		
All Other Funds (9)	Various		€ 936.6	€ 1,036.9	1.1x	13%	11%		
<b>Total Funds in the Commitment Period</b>			<b>€ 4,023.0</b>	<b>€ 4,435.3</b>	<b>1.1x</b>	<b>12%</b>	<b>7%</b>		
<b>TOTAL ALPINVEST</b>			<b>€ 60,299.1</b>	<b>€ 97,480.0</b>	<b>1.6x</b>	<b>13%</b>	<b>12%</b>		
<b>TOTAL ALPINVEST (USD) (11)</b>			<b>\$ 67,668.1</b>	<b>\$ 109,392.9</b>	<b>1.6x</b>				
<b>Metropolitan Real Estate</b>									
Fully Committed Funds (5)	Various		\$ 3,050.0	\$ 3,989.8	1.3x	7%	4%		
MRE Secondaries Fund II	2017	\$ 1,163.0	\$ 162.6	\$ 185.4	1.1x	NM	NM		
All Other Funds in the Commitment Period	Various		\$ 116.2	\$ 125.2	1.1x	NM	NM		
<b>Funds in the Commitment Period (5)</b>			<b>\$ 278.8</b>	<b>\$ 310.5</b>	<b>1.1x</b>	<b>13%</b>	<b>2%</b>		
<b>TOTAL METROPOLITAN REAL ESTATE</b>			<b>\$ 3,328.8</b>	<b>\$ 4,300.3</b>	<b>1.3x</b>	<b>7%</b>	<b>4%</b>		

- (1) Includes private equity and mezzanine primary fund investments, secondary fund investments and co-investments originated by the AlpInvest team, as well as real estate primary fund investments, secondary fund investments and co-investments originated by the Metropolitan Real Estate team. Main Fund line items for each strategy reflect aggregated amounts and performance for commingled funds and associated managed accounts or mandates. Excluded from the performance information shown are a) investments that were not originated by AlpInvest, and b) Direct Investments, which was spun off from AlpInvest in 2005. As of March 31, 2019, these excluded investments represent \$0.2 billion of AUM at AlpInvest.
- (2) Represents the original cost of investments since inception of the fund.
- (3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest.
- (4) Multiple of invested capital ("MOIC") represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.

- (5) Fully Committed funds are past the expiration date of the commitment period as defined in the respective limited partnership agreement.
- (6) 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/Metropolitan Real Estate level.
- (7) Net Internal Rate of Return (“Net IRR”) represents the annualized IRR for the period indicated on Limited Partner invested capital based on contributions, distributions and unrealized value 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) To exclude the impact of FX, all AlpInvest foreign currency cash flows have been converted to Euro at the reporting period spot rate.
- (9) Aggregate includes Main Fund VII - Fund Investments, Main Fund VIII - Fund Investments, Main Fund IX - Fund Investments, Main Fund I - Co-Investments, Main Fund I - Mezzanine Investments, Main Fund IV - Mezzanine Investments, Main Fund V - Mezzanine Investments, AlpInvest CleanTech Funds and funds which are not included as part of a main fund.
- (10) For funds marked “NM,” IRR may be positive or negative, but is considered not meaningful because of the limited time since initial investment and early stage of capital deployment. For funds marked “Neg,” IRR is negative as of reporting period end.
- (11) Represents the U.S. dollar equivalent balance translated at the spot rate as of period end.

## **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 equityholders. Historically, approximately 95% of all capital commitments to our funds have been provided by our fund investors, with the remaining amount typically funded by our senior Carlyle professionals, advisors and other professionals.

### ***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 credit facility, which has \$775 million of available capacity as of March 31, 2019. We believe these sources will be sufficient to fund our capital needs for at least the next twelve months. If we determine that market conditions are favorable after taking into account our liquidity requirements, including the amounts available under our senior credit facility, we may seek to issue and sell common units in a registered public offering or a privately negotiated transaction, or we may issue additional senior notes, other debt or preferred equity. In September 2018, we issued \$350 million of 5.650% senior notes due September 15, 2048 and used the net proceeds from that issuance to repurchase \$250 million of the \$500 million outstanding 3.875% senior notes due February 1, 2023 and prepay the \$108.8 million promissory note to BNRI due January 1, 2022.

*Cash and cash equivalents.* Cash and cash equivalents were approximately \$723.0 million at March 31, 2019. 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.* Corporate treasury investments were approximately \$28.4 million at March 31, 2019. 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.

After deducting cash amounts allocated to the specific requirements mentioned above, the remaining cash and cash equivalents, including corporate treasury investments, is approximately \$647 million as of March 31, 2019. 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 Credit Facility.* On February 11, 2019, the Partnership entered into an amendment and restatement of its senior credit facility. In connection with this amendment and restatement, the capacity under the revolving credit facility was increased to \$775.0 million from \$750.0 million, the term was extended to February 11, 2024, and the \$25.0 million term loan was repaid. 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 LIBOR plus an applicable margin not to exceed 1.50% per annum (3.75% at March 31, 2019).

The senior credit facility is unsecured. We are required to maintain management fee earning assets (as defined in the amended and restated senior credit facility) of at least \$75.0 billion and a total leverage ratio of less than 3.0 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 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 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.* In December 2018, certain subsidiaries of the Partnership established a \$250.0 million revolving line of credit, primarily intended to support certain lending activities within the Global Credit segment. The credit facility includes a \$125.0 million line of credit with a one-year term, and a \$125.0 million line of credit with a three-year term. 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% (3.98% at March 31, 2019).

*CLO Borrowings.* For certain of our CLOs, the Partnership 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 Partnership's outstanding CLO borrowings were \$328.2 million and \$309.9 million at March 31, 2019 and December 31, 2018, respectively. The CLO borrowings are secured by the Partnership'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, 2019, \$310.2 million of these borrowings are secured by investments attributable to Carlyle Holdings. See Note 5 of the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for more information on our CLO borrowings.

*5.650% Senior Notes.* In September 2018, Carlyle Finance L.L.C., an indirect finance subsidiary of the Partnership, issued \$350.0 million of 5.650% senior notes due September 15, 2048 at 99.914% of par. Interest is payable semi-annually on March 15 and September 15, beginning March 15, 2019. The notes are unsecured and unsubordinated obligations of Carlyle Finance L.L.C. and are fully and unconditionally guaranteed, jointly and severally, by The Carlyle Group L.P. and each of the Carlyle Holdings partnerships. The indenture governing the notes contains customary covenants that, among other things, limit Carlyle Finance L.L.C. 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.

*3.875% Senior Notes.* In January 2013, Carlyle Holdings Finance L.L.C., an indirect finance subsidiary of the Partnership, issued \$500.0 million of 3.875% senior notes due February 1, 2023 at 99.966% of par. Interest is payable semi-annually on February 1 and August 1, beginning August 1, 2013. The notes are unsecured and unsubordinated obligations of Carlyle Holdings Finance L.L.C. and are fully and unconditionally guaranteed, jointly and severally, by The Carlyle Group L.P. and each of the Carlyle Holdings partnerships. The indenture governing the notes contains customary covenants that, among other things, limit Carlyle Holdings Finance L.L.C. 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.

In September 2018, we completed a tender offer to purchase \$250.0 million in aggregate principal amount of the 3.875% Senior Notes due 2023. As of March 31, 2019, \$250.0 million of these notes remain outstanding.

*5.625% Senior Notes.* In March 2013, Carlyle Holdings II Finance L.L.C., an indirect finance subsidiary of the Partnership, issued \$400.0 million of 5.625% Senior Notes due March 30, 2043 at 99.583% of par. Interest is payable semi-annually on March 30 and September 30, beginning September 30, 2013. The notes are unsecured and unsubordinated obligations of Carlyle Holdings II Finance L.L.C. and are fully and unconditionally guaranteed, jointly and severally, by The Carlyle Group L.P. and each of the Carlyle Holdings partnerships. The indenture governing the notes contains customary covenants and financial restrictions that, among other things, limit Carlyle Holdings II Finance L.L.C. 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.

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

*Promissory Notes.* On January 1, 2016, the Partnership issued a \$120.0 million promissory note to BNRI as part of the Partnership's strategic investment in NGP. Interest on the promissory note accrues at the three month LIBOR plus 2.50%. The Partnership may prepay the promissory note in whole or in part at any time without penalty. The promissory note was scheduled to mature on January 1, 2022. In September 2018, the Partnership prepaid the \$108.8 million remaining balance outstanding under the promissory note, along with \$1.2 million of accrued but unpaid interest.

Additionally, in June 2017, as part of the settlement with investors in two commodities investment vehicles managed by an affiliate of the Partnership (discussed in Note 7 to the unaudited condensed consolidated financial statements), the Partnership issued a series of promissory notes, aggregating to \$53.9 million, to the investors of these commodities investment vehicles. Interest on these promissory notes accrues at the three month LIBOR plus 2% (4.79% at March 31, 2019). The Partnership may prepay these promissory notes in whole or in part at any time without penalty. Accordingly, as a result of repayments, \$13.5 million of these promissory notes are outstanding at March 31, 2019. These promissory notes are scheduled to mature on July 15, 2019.

*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. Several of the CLOs issued preferred shares representing the most subordinated interest, however these tranches are mandatorily redeemable upon the maturity dates of the senior secured loans payable, and as a result have been classified as liabilities under U.S. GAAP, and are included in loans payable of Consolidated Funds in our unaudited condensed consolidated balance sheets. 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.

*Preferred Units.* In September 2017, we issued 16 million of our Preferred Units for net proceeds of approximately \$387.5 million. Distributions on the Preferred Units are discretionary and non-cumulative. The Preferred Units may be redeemed at our option, in whole or in part, at any time on or after September 15, 2022 at a price of \$25 per Preferred Unit, plus declared and unpaid distributions. In addition, the Preferred Units may be redeemed at our option prior to September 15, 2022, upon the occurrence of change of control, tax redemption or rating agency events. Holders of the Preferred Units will generally have no voting rights and have none of the voting rights given to holders of our common units, except as otherwise provided in Carlyle's limited partnership agreement. Holders of the Preferred Units have no right to require the redemption of the Preferred Units and the Preferred Units do not have a maturity date.

*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, 2019, gross and net of accrued giveback obligations, are set forth below:

<u>Asset Class</u>	Accrued Performance Allocations	Accrued Giveback Obligation	Net Accrued Performance Revenues
	(Dollars in millions)		
Corporate Private Equity	\$ 2,068.7	\$ (5.0)	\$ 2,063.7
Real Assets	749.7	(58.2)	691.5
Global Credit	128.8	—	128.8
Investment Solutions	758.6	—	758.6
<b>Total</b>	<b>\$ 3,705.8</b>	<b>\$ (63.2)</b>	<b>\$ 3,642.6</b>
Plus: Accrued performance allocations from NGP Carry Funds			155.7
Less: Accrued performance allocation-related compensation			(1,947.0)
Plus: Receivable for giveback obligations from current and former employees			1.5
Less: Deferred taxes on accrued performance allocations			(63.0)
Less: Net accrued performance allocations attributable to non-controlling interests in consolidated entities			16.0
Net accrued performance revenues before timing differences			1,805.8
Less/Plus: Timing differences between the period when accrued performance allocations are realized and the period they are collected/distributed			22.4
Net accrued performance revenues attributable to Carlyle Holdings			<b>\$ 1,828.2</b>

The net accrued performance revenues attributable to Carlyle Holdings, excluding realized amounts, related to our carry funds and our other vehicles as of March 31, 2019, as well as the carry fund appreciation (depreciation), is set forth below by segment (Dollars in millions):

	Carry Fund Appreciation/(Depreciation) <sup>(1)</sup>					Net Accrued Performance Revenues
	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	
Overall Carry Fund Appreciation/(Depreciation)	3%	5%	3%	(2)%	3%	
Corporate Private Equity	4%	3%	1%	(2)%	3%	\$ 1,124.8
Real Assets:	2%	7%	3%	(7)%	3%	\$ 547.6
Real Estate	1%	5%	3%	(1)%	5%	305.4
Natural Resources	2%	9%	3%	(7)%	3%	241.0
Legacy Energy	2%	4%	4%	(16)%	0%	1.2
Global Credit Carry Funds	2%	3%	1%	(2)%	5%	72.0
Investment Solutions Carry Funds	4%	8%	5%	2 %	3%	83.8
Net Accrued Performance Revenues						<b>\$ 1,828.2</b>

(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.

*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 Carlyle Holdings (excluding certain general partner interests, strategic investments, and investments in certain CLOs) may be sold at our discretion as a source of liquidity.

Investments as of March 31, 2019 consist of the following:

	Investments in Carlyle Funds	Investments in NGP <sup>(1)</sup>	Investment in Fortitude Re <sup>(1)</sup>	Total
(Dollars in millions)				
Investments, excluding performance allocations	\$ 1,264.6	\$ 544.2	\$ 721.9	\$ 2,530.7
Less: Amounts attributable to non-controlling interests in consolidated entities	(288.3)	—	—	(288.3)
Plus: Investments in Consolidated Funds, eliminated in consolidation	164.1	—	—	164.1
Less: Strategic equity method investments in NGP Management	—	(388.5)	—	(388.5)
Less: Investment in NGP general partners - accrued performance allocations	—	(155.7)	—	(155.7)
Less: Mark-to-market gains associated with strategic equity method investment in Fortitude Re	—	—	(275.5)	(275.5)
<b>Total investments attributable to Carlyle Holdings, exclusive of NGP Management</b>	<b>\$ 1,140.4</b>	<b>\$ —</b>	<b>\$ 446.4</b>	<b>\$ 1,586.8</b>

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

Our investments as of March 31, 2019, can be further attributed as follows (Dollars in millions):

Adjusted investment in Fortitude Re	\$ 446.4
Investments in Carlyle Funds, excluding CLOs:	
Corporate Private Equity funds	376.4
Real Assets funds <sup>(1)</sup>	189.3
Global Credit funds	89.7
Investment Solutions funds	25.2
<b>Total investments in Carlyle Funds, excluding CLOs</b>	<b>680.6</b>
Investments in CLOs	452.2
Other investments	7.6
<b>Total investments attributable to Carlyle Holdings</b>	<b>1,586.8</b>
<b>CLO loans attributable to Carlyle Holdings<sup>(2)</sup></b>	<b>(310.2)</b>
<b>Total investments attributable to Carlyle Holdings, net of CLO loans</b>	<b>\$ 1,276.6</b>

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

(2) Of the \$328.2 million in total CLO borrowings as of March 31, 2019 and as disclosed in Note 5 to the consolidated financial statements, \$310.2 million are collateralized by investments attributable to Carlyle Holdings.

Our adjusted strategic equity method investment in Fortitude Re of \$446.4 million includes \$27.0 million of adjusted net income for the period from closing through March 31, 2019, and excludes \$229.3 million of unrealized mark-to-market gains associated with our pro rata share of the changes in the fair value of embedded derivatives related to certain reinsurance contracts included in Fortitude Re's U.S. GAAP financial statements. Modified coinsurance is subject to the general accounting principles for derivatives and hedging, specifically the guidance originally issued as Derivatives Implementation Group Issue No. B36: *Embedded Derivatives: Modified Coinsurance Agreements and Debt Instruments That Incorporate Credit Risk Exposures That Are Unrelated or Only Partially Related to the Creditworthiness of the Obligor under Those Instruments* ("DIG B36"). This guidance can cause significant volatility in earnings that is not necessarily consistent with the underlying performance of Fortitude Re. We believe it is meaningful to reflect our investment in Fortitude Re excluding the effects of these fair value changes as these fluctuations are not considered by Fortitude Re in assessing its performance, which is consistent with industry practice when evaluating performance.

## 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 distributions to our unitholders.

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 earnouts and contingent cash consideration associated with our acquisitions and strategic investments;
- pay income taxes;
- make distributions to our common and preferred unitholders and the holders of the Carlyle Holdings partnership units in accordance with our distribution policy, and;
- repurchase our units.

*Preferred Unit Distributions.* With respect to distribution year 2019, the Board of Directors of our general partner has declared a quarterly distribution to preferred unitholders totaling approximately \$11.8 million, or \$0.734376 per preferred unit, consisting of the following:

Preferred Unit Distributions					
Distribution per Preferred Unit	Distribution to Preferred Unitholders	Distribution Year	Record Date	Payment Date	
(Dollars in millions, except per unit data)					
\$ 0.367188	\$ 5.9	2019	March 1, 2019	March 15, 2019	
0.367188	5.9	2019	June 1, 2019	June 17, 2019	
<u>\$ 0.734376</u>	<u>\$ 11.8</u>				

With respect to distribution year 2018, the Board of Directors of our general partner declared a distribution to preferred unitholders totaling approximately \$23.6 million, consisting of the following:

Preferred Unit Distributions					
Distribution per Preferred Unit	Distribution to Preferred Unitholders	Distribution Year	Record Date	Payment Date	
(Dollars in millions, except per unit data)					
\$ 0.367188	\$ 5.9	2018	March 1, 2018	March 15, 2018	
0.367188	5.9	2018	June 1, 2018	June 15, 2018	
0.367188	5.9	2018	September 1, 2018	September 17, 2018	
0.367188	5.9	2018	December 1, 2018	December 17, 2018	
<u>\$ 1.468752</u>	<u>\$ 23.6</u>				

Distributions on the preferred units are discretionary and non-cumulative.

*Common Unit Distributions.* With respect to distribution year 2019, the Board of Directors of our general partner has declared a distribution to common unitholders totaling approximately \$21.0 million, or \$0.19 million per common unit, consisting of the following:

<b>Common Unit Distributions - Distribution Year 2019</b>					
<b>Quarter</b>	<b>Distribution per Common Unit</b>		<b>Distribution to Common Unitholders</b>	<b>Record Date</b>	<b>Payment Date</b>
<b>(Dollars in millions, except per unit data)</b>					
Q1 2019	\$	0.19	\$ 21.0	May 13, 2019	May 20, 2019
Total	\$	0.19	\$ 21.0		

With respect to distribution year 2018, the Board of Directors of our general partner declared distributions totaling approximately \$144.1 million to common unitholders, consisting of the following:

<b>Common Unit Distributions - Distribution Year 2018</b>					
<b>Quarter</b>	<b>Distribution per Common Unit</b>		<b>Distribution to Common Unitholders</b>	<b>Record Date</b>	<b>Payment Date</b>
<b>(Dollars in millions, except per unit data)</b>					
Q1 2018	\$	0.27	\$ 27.8	May 11, 2018	May 17, 2018
Q2 2018		0.22	23.3	August 13, 2018	August 17, 2018
Q3 2018		0.42	45.5	November 13, 2018	November 20, 2018
Q4 2018		0.43	47.5	February 19, 2019	February 26, 2019
Total	\$	1.34	\$ 144.1		

Distributions to common unitholders paid during the three months ended March 31, 2019 totaled \$47.4 million, representing the amount paid in February 2019 of \$0.43 per common unit in respect of the fourth quarter of 2018. Distributions to common unitholders paid during the three months ended March 31, 2018 totaled \$33.2 million, representing the amount paid in February 2018 of \$0.33 per common unit in respect of the fourth quarter of 2017.

*Carlyle Holdings Units Distributions.* It is Carlyle's intention to cause Carlyle Holdings to make quarterly distributions to its partners, including The Carlyle Group L.P.'s wholly owned subsidiaries, that will enable The Carlyle Group L.P. to pay a quarterly distribution of approximately 75% of Distributable Earnings Attributable to Common Unitholders for the quarter. "Distributable Earnings Attributable to Common Unitholders" refers to The Carlyle Group L.P.'s share of Distributable Earnings, after an implied provision for current corporate income taxes (other than corporate income taxes attributable to The Carlyle Group L.P.) and preferred unit distributions, net of corporate income taxes attributable to The Carlyle Group L.P. and amounts payable under the tax receivable agreement. Carlyle's general partner may adjust the distribution for amounts determined to be necessary or appropriate to provide for the conduct of its business, to make appropriate investments in its business and its funds or to comply with applicable law or any of its financing agreements, or to provide for future cash requirements such as tax-related payments, giveback obligations and distributions to unitholders for any ensuing quarter. The amount to be distributed could also be adjusted upward in any one quarter.

Because The Carlyle Group L.P. is a holding partnership and has no material assets other than its ownership of partnership units in Carlyle Holdings held through wholly owned subsidiaries, we will fund distributions by The Carlyle Group L.P. to common unitholders, if any, in three steps:

- first, we will cause Carlyle Holdings to make distributions to its partners, including The Carlyle Group L.P.'s wholly owned subsidiaries. If Carlyle Holdings makes such distributions, the limited partners of Carlyle Holdings will be entitled to receive equivalent distributions pro rata based on their partnership interests in Carlyle Holdings;
- second, we will cause The Carlyle Group L.P.'s wholly owned subsidiaries to distribute to The Carlyle Group L.P. their share of such distributions, net of taxes and amounts payable under the tax receivable agreement by such wholly owned subsidiaries; and
- third, The Carlyle Group L.P. will distribute its net share of such distributions to our common unitholders on a pro rata basis.

Certain wholly-owned subsidiaries of The Carlyle Group L.P. through which it holds Carlyle Holdings Units are corporate taxpayers for U.S. Federal income tax purposes and also must make payments under the tax receivable agreement. These corporate subsidiaries of The Carlyle Group L.P. fund these obligations with a portion of the distributions they receive in respect of the Carlyle Holdings Units that they hold. As a result, the amounts ultimately distributed by The Carlyle Group L.P. in respect of the common units are expected to be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings partnerships in respect of the Carlyle Holdings Partnership units. Accordingly, limited partners of the Carlyle Holdings partnerships who hold Carlyle Holdings partnership units are expected to receive distributions that are higher, on a per unit basis, than common unitholders of The Carlyle Group L.P. in respect of their common units.

In addition, the partnership agreements of the Carlyle Holdings partnerships will provide for cash distributions, which we refer to as “tax distributions,” to the partners of such partnerships if the wholly owned subsidiaries of The Carlyle Group L.P. which are the general partners of the Carlyle Holdings partnerships determine that the taxable income of the relevant partnership will give rise to taxable income for its partners. Generally, these tax distributions will be computed based on our estimate of the net taxable income of the relevant partnership allocable to a partner multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate prescribed for an individual or corporate resident in New York, New York (taking into account the non-deductibility of certain expenses and the character of our income). The Carlyle Holdings partnerships will make tax distributions only to the extent distributions from such partnerships for the relevant year were otherwise insufficient to cover such tax liabilities. The Carlyle Group L.P. is not required to distribute to its common unitholders any of the cash that its wholly owned subsidiaries may receive as a result of tax distributions by the Carlyle Holdings partnerships.

Notwithstanding the foregoing, the declaration and payment of any distributions will be at the sole discretion of our general partner, which may change our distribution policy at any time. Our general partner will take into account general economic and business conditions, our strategic plans and prospects, our business and investment opportunities, our financial condition and operating results, working capital requirements and anticipated cash needs, contractual restrictions and obligations, legal, tax and regulatory restrictions, other constraints on the payment of distributions by us to our common unitholders or by our subsidiaries to us, and such other factors as our general partner may deem relevant.

Because our wholly owned subsidiaries must pay taxes and make payments under the tax receivable agreement, the amounts ultimately distributed by us to our common unitholders are expected to be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings partnerships to the other limited partners of the Carlyle Holdings partnerships in respect of their Carlyle Holdings partnership units.

*Fund Commitments.* Generally, we intend to have Carlyle commit to fund approximately 0.75% to 1% 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 U.S. and 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, 2019, 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, 2019, consisted of the following (Dollars in millions):

<u>Asset Class</u>	<u>Unfunded Commitment</u>
Corporate Private Equity	\$ 2,504.6
Real Assets	983.4
Global Credit	435.5
Investment Solutions	130.8
Total	\$ 4,054.3

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 \$4.1 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 Partnership.

*Repurchase Program.* In December 2018, the Board of Directors of the general partner of the Partnership authorized the repurchase of up to \$200 million of common units and/or Carlyle Holdings units. Under this new unit repurchase program, which became effective January 1, 2019, units may be repurchased from time to time in open market transactions, in privately negotiated transactions or otherwise. We expect that the majority of repurchases under this program will be done via open market and brokered transactions. The timing and actual number of common units and/or Carlyle Holdings units repurchased will depend on a variety of factors, including legal requirements, price, and economic and market conditions. This unit repurchase program may be suspended or discontinued at any time and does not have a specified expiration date. For the three months ended March 31, 2019, we have paid an aggregate of \$10.4 million to repurchase and retire approximately 0.6 million units with all of the repurchases done via open market and brokered transactions.

In February 2016, the Board of Directors of the general partner of the Partnership authorized the repurchase of up to \$200 million of common units and/or Carlyle Holdings units. Under this unit repurchase program, units could be repurchased from time to time in open market transactions, in privately negotiated transactions or otherwise. Under this program, which was superseded by the repurchase program effective January 1, 2019, we paid an aggregate of \$166.6 million to repurchase and retire approximately 8.6 million units.

### 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.

	Three Months Ended March 31,	
	2019	2018
	(Dollars in millions)	
<b>Statements of Cash Flows Data</b>		
Net cash provided by (used in) operating activities, including investments in Carlyle funds	\$ 341.0	\$ (22.6)
Net cash used in investing activities	(7.1)	(4.7)
Net cash provided by (used in) financing activities	(251.8)	54.8
Effect of foreign exchange rate changes	7.7	21.7
Net change in cash, cash equivalents and restricted cash	\$ 89.8	\$ 49.2

*Net Cash Provided by (Used in) Operating Activities.* Net cash (used in) provided by 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.

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, 2019 and 2018, net cash provided by (used in) operating activities primarily included the receipt of management fees and realized performance allocations and incentive fees, totaling approximately \$0.4 billion and \$0.5 billion, respectively. These inflows were offset by payments for compensation and general, administrative and other expenses of approximately \$0.4 billion for both the three months ended March 31, 2019 and 2018.

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, 2019, investment proceeds were \$138.7 million while investment purchases were \$67.4 million. During the three months ended March 31, 2018, investment proceeds were \$225.2 million as compared to purchases of \$100.7 million.

The net cash provided by operating activities for the three months ended March 31, 2019 and 2018 also reflects the investment activity of our Consolidated Funds. For the three months ended March 31, 2019, purchases of investments by the Consolidated Funds were \$310.4 million, while proceeds from the sales and settlements of investments by the Consolidated Funds were \$598.8 million. For the three months ended March 31, 2018, purchases of investments by the Consolidated Funds were \$911.1 million, while proceeds from the sales and settlements of investments by the Consolidated Funds were \$529.9 million.

*Net Cash Used In Investing Activities.* Our investing activities generally reflect cash used for acquisitions, fixed assets and software for internal use. For the three months ended March 31, 2019, cash used in investing activities principally reflects



purchases of fixed assets. Purchases of fixed assets were \$7.1 million and \$4.7 million for the three months ended March 31, 2019 and 2018, respectively.

*Net Cash Provided by (Used in) Financing Activities.* Financing activities are a net source of cash in both the three months ended March 31, 2019 and 2018. For the three months ended March 31, 2019, the Partnership received net proceeds of \$20.5 million from the issuance of various CLO borrowings, while \$34.5 million was received for the three months ended March 31, 2018. For the three months ended March 31, 2019, the Partnership repaid a \$25.0 million CLO term loan. See Note 5 to the unaudited condensed consolidated financial statements for more information on these borrowings.

Distributions to our common unitholders were \$47.4 million and \$33.2 million for the three months ended March 31, 2019 and 2018, respectively. Distributions to the non-controlling interest holders in Carlyle Holdings were \$99.4 million and \$77.5 million for the three months ended March 31, 2019 and 2018, respectively. Distributions to our preferred unitholders were \$5.9 million for the both three months ended March 31, 2019 and 2018.

The net borrowings (payments) on loans payable by our Consolidated Funds during the three months ended March 31, 2019 and 2018 were \$(157.1) million and \$180.6 million, respectively. Contributions from non-controlling interest holders were \$2.2 million and \$3.4 million for the three months ended March 31, 2019 and 2018, respectively, which relate primarily to contributions from the non-controlling interest holders in Consolidated Funds. For the three months ended March 31, 2019 and 2018, distributions to non-controlling interest holders were \$9.8 million and \$21.1 million, respectively, which relate primarily to distributions to the non-Carlyle interests in majority-owned subsidiaries.

### ***Our Balance Sheet***

Total assets were \$12.2 billion at March 31, 2019, a decrease of \$671.4 million from December 31, 2018. The decrease in total assets was primarily attributable to decreases in investments of Consolidated Funds of \$1.3 billion, primarily due to the deconsolidation of two CLOs during the three months ended March 31, 2019, partially offset by increases in investments, including accrued performance allocations, and lease right-of-use assets, net of \$539.0 million and \$247.4 million, respectively. Cash and cash equivalents, including corporate treasury investments, were approximately \$751.4 million and \$681.3 million at March 31, 2019 and December 31, 2018, respectively.

Total liabilities were \$9.1 billion at March 31, 2019, a decrease of \$970.9 million from December 31, 2018. The decrease in liabilities was primarily attributable to decreases in loans payable of Consolidated Funds of \$1.1 billion from December 31, 2018 to March 31, 2019, primarily due to the deconsolidation of two CLOs during the three months ended March 31, 2019, partially offset by an increase in lease liabilities of \$320.5 million.

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. For example, as previously discussed, the CLO term loans generally are secured by the Partnership'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 16 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q. At March 31, 2019, our total assets were \$8.1 billion, including cash and cash equivalents, including corporate treasury investments, of \$751.4 million and net accrued performance revenues of \$1.8 billion.

### ***Unconsolidated Entities***

Our corporate private equity funds and certain of our real estate 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.

### ***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, entering into operating leases 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 7 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, 2019 on a consolidated basis and on a basis excluding the obligations of the Consolidated Funds:

	Apr. 1, 2019 to Dec. 31, 2019	2020-2021	2022-2023	Thereafter	Total
(Dollars in millions)					
Debt obligations (including senior notes) <sup>(1)</sup>	\$ 13.5	\$ 24.4	\$ 365.9	\$ 1,137.9	\$ 1,541.7
Interest payable <sup>(2)</sup>	61.6	150.6	134.8	1,137.3	1,484.3
Other consideration <sup>(3)</sup>	10.2	2.8	75.0	170.0	258.0
Operating lease obligations <sup>(4)</sup>	47.6	95.3	100.9	455.6	699.4
Capital commitments to Carlyle funds <sup>(5)</sup>	4,054.3	—	—	—	4,054.3
Tax receivable agreement payments <sup>(6)</sup>	—	—	25.8	76.6	102.4
Loans payable of Consolidated Funds <sup>(7)</sup>	43.5	115.6	115.5	4,173.0	4,447.6
Unfunded commitments of the CLOs <sup>(8)</sup>	4.0	—	—	—	4.0
Consolidated contractual obligations	4,234.7	388.7	817.9	7,150.4	12,591.7
Loans payable of Consolidated Funds <sup>(7)</sup>	(43.5)	(115.6)	(115.5)	(4,173.0)	(4,447.6)
Capital commitments to Carlyle funds <sup>(5)</sup>	(3,478.0)	—	—	—	(3,478.0)
Unfunded commitments of the CLOs <sup>(8)</sup>	(4.0)	—	—	—	(4.0)
Carlyle Operating Entities contractual obligations	\$ 709.2	\$ 273.1	\$ 702.4	\$ 2,977.4	\$ 4,662.1

- (1) The table above assumes that no prepayments are made on the promissory notes or senior notes and that any outstanding balance on the senior credit facility is repaid on the maturity date of the senior credit facility, which is February 11, 2024. 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 5 to the unaudited condensed consolidated financial statements for the various maturity dates of the CLO term loans, promissory notes and senior notes.
- (2) The interest rates on the debt obligations as of March 31, 2019 consist of: 5.650% on \$350.0 million of senior notes, 3.875% on \$250.0 million of senior notes, 5.625% on \$600.0 million of senior notes, a range of approximately 1.75% to 4.69% for our CLO term loans, and approximately 4.79% on \$13.5 million of our outstanding settlement promissory notes. 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. The total interest payable on our debt obligations for all future periods was \$1.5 billion as of December 31, 2018.
- (3) These obligations represent our estimate of amounts to be paid associated with our business acquisitions and other obligations, including \$150.0 million related to our acquisition of Carlyle Aviation Partners and up to \$95.0 million related to our investment in Fortitude Re (see Note 4) and other obligations.
- (4) We lease office space in various countries around the world and maintain our headquarters in Washington, D.C., where in June 2018, we entered into an amended non-cancelable lease agreement expiring on March 31, 2030. In July 2018, we entered into a new non-cancelable lease agreement expiring in 2036 for new office space in New York City. Our office leases in other locations expire in various years from 2019 through 2032. 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 \$4.1 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 Partnership.
- (6) Represents obligations by the Partnership's corporate taxpayers to make payments under the tax receivable agreement. These obligations are more than offset by the future cash savings that the corporate taxpayers are expected to realize. Holders of partnership units in Carlyle Holdings may exchange their Carlyle Holdings partnership units for common units in The Carlyle Group L.P. on a one-for-one basis. These exchanges may reduce the amount of tax that the corporate taxpayers would be required to pay in the future. The corporate taxpayers will pay to the limited partner of Carlyle Holdings making the exchange 85% of the amount of cash savings that the corporate taxpayers realize upon an exchange. See "Tax Receivable Agreement" below. Further, the amount and timing of payments are subject to change based on any future authoritative guidance under the 2017 Tax Cuts and Jobs Act.
- (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, 2019, at spreads to market rates pursuant to the debt agreements, and range from 0.40% to 7.75%.
- (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 \$13.9 million at March 31, 2019 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 Carlyle Aviation Partners and our strategic investment in Fortitude Re. For our acquisition of Carlyle Aviation Partners, the contingent cash payments relate to an earn-out of up to \$150.0 million that is payable upon the achievement of certain revenue and earnings performance targets during 2020 through 2025, which will be accounted for as compensation expense. We accrue the compensation liability over the service period.

For our strategic investment in Fortitude Re, the contingent cash payment relates to performance-based contingent cash consideration payable to AIG following December 31, 2023.

Based on the terms of the underlying contracts, the maximum amount that could be paid from contingent cash obligations associated with the acquisition of Carlyle Aviation Partners and the strategic investment in Fortitude Re as of March 31, 2019 is \$245.0 million versus the liabilities recognized on the balance sheet of \$7.6 million.

### ***Risk Retention Rules***

The Dodd-Frank Act requires sponsors of asset-backed securities, including CLOs, to retain at least 5% of the credit risk related to the assets that underlie asset-backed securities (referred to herein as the U.S. Risk Retention Rules). The U.S. Risk Retention Rules became effective in December 2016, at which time we began to comply by holding 5% of the credit risk for our U.S. CLOs. On February 9, 2018, the U.S. Court of Appeals for the District of Columbia ruled that the U.S. Risk Retention Rules do not apply to managers of open-market CLOs - CLOs for which the underlying assets are not transferred by the manager to the CLO issuer via a sale. This ruling went into effect on April 5, 2018, ending the need for managers of open-market CLOs to comply with the U.S. Risk Retention Rules. As a result, going forward, the manager of our U.S. open-market CLOs will not obtain or hold 5% of the credit risk that previously would have been necessary to satisfy the U.S. Risk Retention Rules, though we will continue to hold 5% of the credit risk of our U.S., non-open-market CLOs. In addition, other Carlyle entities may continue to hold positions in our U.S. open-market CLOs independent of the U.S. Risk Retention Rules.

Further, 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 7 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for information related to 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 consolidated financial statements as of March 31, 2019.

### ***Tax Receivable Agreement***

Holders of partnership units in Carlyle Holdings (other than The Carlyle Group L.P.'s wholly-owned subsidiaries), subject to the vesting and minimum retained ownership requirements and transfer restrictions applicable to such holders as set forth in the partnership agreements of the Carlyle Holdings partnerships, may (subject to the terms of the exchange agreement) exchange their Carlyle Holdings partnership units for The Carlyle Group L.P. common units on a one-for-one basis. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings partnerships to effect an exchange for a common unit. The exchanges are expected to result in increases in the tax basis of the tangible and intangible assets of Carlyle Holdings. These increases in tax basis may increase (for tax purposes) depreciation and amortization deductions and therefore reduce the amount of tax that Carlyle Holdings I GP Inc. and any other corporate taxpayers would otherwise be required to pay in the future, although the IRS may challenge all or part of that tax basis increase, and a court could sustain such a challenge.

We have entered into a tax receivable agreement with the limited partners of the Carlyle Holdings partnerships that will provide for the payment by the corporate taxpayers to such parties of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that the corporate taxpayers realize as a result of these increases in tax basis and of certain other tax benefits related to entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. This payment obligation is an obligation of the corporate taxpayers and not of Carlyle Holdings. While the actual increase in tax basis, as well as the amount and timing of any payments under this agreement, will

vary depending upon a number of factors, including the timing of exchanges, the price of our common units at the time of the exchange, the extent to which such exchanges are taxable and the amount and timing of our income, we expect that as a result of the size of the transfers and increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, the payments that we may make under the tax receivable agreement will be substantial.

See Note 2 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for additional information related to our tax receivable agreement.

### **Contingent Obligations (Giveback)**

Carried interest is ultimately realized when: (1) an underlying investment is profitably disposed of, (2) certain costs borne by the limited partner investors have been reimbursed, (3) the fund's cumulative returns are in excess of the preferred return, and (4) we have decided to collect carry rather than return additional capital to limited partner investors. Realized carried interest may be required to be returned by us in future periods if the funds' 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.

See Note 7 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for additional information related to our contingent obligations (giveback).

### **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 7 to the unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

### **Carlyle Common Units and Carlyle Holdings Partnership Units**

A rollforward of the outstanding Carlyle Group L.P. common units and Carlyle Holdings partnership units from December 31, 2018 through March 31, 2019 is as follows:

	Units as of December 31, 2018	Units Issued - DRUs	Units Forfeited	Units Exchanged	Units Repurchased / Retired	Units as of March 31, 2019
The Carlyle Group L.P. common units	107,746,443	2,744,494	—	182,664	(568,048)	110,105,553
Carlyle Holdings partnership units	230,977,836	—	—	(182,664)	—	230,795,172
<b>Total</b>	<b>338,724,279</b>	<b>2,744,494</b>	<b>—</b>	<b>—</b>	<b>(568,048)</b>	<b>340,900,725</b>

The Carlyle Group L.P. common units issued during the period from December 31, 2018 through March 31, 2019 relate to the vesting of the Partnership's deferred restricted common units during the three months ended March 31, 2019.

The Carlyle Holdings partnership units exchanged relate to the exchange of Carlyle Holdings partnership units held by NGP and certain limited partners for common units on a one-for-one basis. Senior Carlyle professionals can exchange their Carlyle Holdings partnership units for common units on a quarterly basis, subject to the terms of the Exchange Agreement and the Carlyle Holdings partnership agreements. We intend to facilitate an orderly exchange process to seek to minimize the impact on the trading price of our common units. During the three months ended March 31, 2019, senior Carlyle professionals exchanged approximately 0.2 million of their Carlyle Holdings partnership units for common units.

The total units as of March 31, 2019 as shown above exclude approximately 0.4 million common units in connection with the vesting of deferred restricted common units subsequent to March 31, 2019 that will participate in the common unitholder distribution that will be paid in May 2019.

### **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 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 “sector” head, one or more operating executives and 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, 2019. For additional information, refer to our Annual Report on Form 10-K for the year ended December 31, 2018.

### **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 co-principal executive officers 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 co-principal executive officers 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 co-principal executive officers 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, 2019 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 7, Commitments and Contingencies, of the notes to the Partnership’s unaudited condensed consolidated financial statements contained in this quarterly report, 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, 2018, which is accessible on the SEC’s website at sec.gov.

### 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 units during the three months ended March 31, 2019 for the periods indicated:

Period	(a) Total number of units purchased	(b) Average price paid per unit	(c) Total number of units purchased as part of publicly announced plans or programs	(d) Maximum number (or approximate dollar value) of units that may yet be purchased under the plans or programs
(Dollars in millions, except unit and per unit data)				
January 1, 2019 to January 31, 2019 <sup>(1)</sup>	—	\$ —	—	\$ 200.0
February 1, 2019 to February 28, 2019 <sup>(1)(2)</sup>	311,429	\$ 18.58	311,429	\$ 194.2
March 1, 2019 to March 31, 2019 <sup>(1),(2)</sup>	256,619	\$ 18.09	256,619	\$ 189.6
Total	<u>568,048</u>		<u>568,048</u>	

(1) In December 2018, the Board of Directors of the general partner of the Partnership authorized the repurchase of up to \$200 million of common units and/or Carlyle Holdings units. Under this unit repurchase program, units may be repurchased from time to time in open market transactions, in privately negotiated transactions or otherwise. We expect that the majority of repurchases under this program will be done via open market transactions. No units will be repurchased from our executive officers under this program. The timing and actual number of common units and/or Carlyle Holdings units repurchased will depend on a variety of factors, including legal requirements, price, and economic and market conditions. This unit repurchase program may be suspended or discontinued at any time and does not have a specified expiration date.

(2) For the periods from February 1, 2019 to February 28, 2019 and from March 1, 2019 to March 31, 2019, all of the units purchased were common units purchased in open market and brokered transactions. All units purchased during these periods were subsequently retired.

### Item 3. Defaults Upon Senior Securities

Not applicable.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

None.

**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	<a href="#">Certificate of Limited Partnership of The Carlyle Group L.P. (incorporated by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form S-1 (File No. 333-176685) filed with the SEC on September 6, 2011).</a>
3.2	<a href="#">Second Amended and Restated Limited Partnership Agreement of The Carlyle Group L.P. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K (File No. 001-35538) filed with the SEC on September 13, 2017).</a>
10.1*+	<a href="#">Form of Global Deferred Restricted Common Unit Agreement for Performance DRUs for Other Executive Officers.</a>
10.2*+	<a href="#">Form of Global Deferred Restricted Common Unit Agreement for Outperformance DRUs for Co-Chief Executive Officers.</a>
10.3*+	<a href="#">Form of Global Deferred Restricted Common Unit Agreement for Performance DRUs for Co-Chief Executive Officers.</a>
10.4	<a href="#">Amended and Restated Credit Agreement, dated as of February 11, 2019, among TC Group Investment Holdings, L.P., TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman, L.P., and Carlyle Investment Management L.L.C., as Borrowers, TC Group, L.L.C., Carlyle Holdings I L.P., Carlyle Holdings II L.P. and Carlyle Holdings III L.P. as Guarantors, the Lenders party hereto, and Citibank, N.A., as Administrative Agent, and Citibank N.A., JPMorgan Chase Bank, N.A. and Credit Suisse Funding LLC as Joint Lead Arrangers and Bookrunners and JPMorgan Chase Bank, N.A. and Credit Suisse Loan Funding LLC as Syndication Agents (incorporated herein by reference to exhibit 10.22 to the Registrant's Annual Report on Form 10-K (File No. 001-35538) filed with the SEC on February 13, 2019).</a>
31.1 *	<a href="#">Certification of the co-principal executive officer pursuant to Rule 13a – 14(a).</a>
31.2 *	<a href="#">Certification of the co-principal executive officer pursuant to Rule 13a – 14(a).</a>
31.3 *	<a href="#">Certification of the principal financial officer pursuant to Rule 13a – 14(a).</a>
32.1 *	<a href="#">Certification of the co-principal executive officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.2 *	<a href="#">Certification of the co-principal executive officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.3 *	<a href="#">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.</a>
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

\* Filed herewith.

+ 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.

**SIGNATURE**

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 L.P.**

By: Carlyle Group Management L.L.C.,  
its general partner

Date: May 1, 2019

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



**THE CARLYLE GROUP L.P.  
2012 EQUITY INCENTIVE PLAN**

**FORM OF GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT  
FOR OTHER EXECUTIVE OFFICERS  
(Performance-Vesting)**

*Participant:*

*Date of Grant:*

*Number of DRUs:*

1. **Grant of DRUs.** The Carlyle Group L.P. (the “Partnership”) hereby grants the number of deferred restricted Common Units (the “DRUs”) 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 L.P. 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 DRU represents the unfunded, unsecured right of the Participant to receive a Common Unit 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 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 Partnership or any of its Affiliates, (iii) materially breached any material provision of the Participant’s employment agreement or other Restrictive Covenant Agreement with the Partnership or its Affiliates, (iv) 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), (v) 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 (vi) discussed the Partnership’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) “Performance Multiplier” shall mean the multiplier, between 0% and 200%, applied to the Target DRU 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 Partnership 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 Partnership or its Affiliates, pursuant to which the Participant has agreed, among other things, to certain restrictions relating to non-competition (if applicable), non-solicitation and/or confidentiality, in order to protect the business of the Partnership and its Affiliates.

(f) “Target DRU Award” shall mean the number of DRUs that are eligible to vest on the Vesting Date pursuant to Exhibit A.

(g) “Vested DRUs” shall mean those DRUs which have become vested (x) determined by multiplying the Target DRU Award by the Performance Multiplier for the Performance Period pursuant to Exhibit A or (y) otherwise pursuant to the Plan. For the avoidance of doubt, the Vested DRUs may be a number lesser than or greater than the Target DRU Award.

(h) “Vesting Date” shall mean the date on which the Board of Directors 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 Partnership’s fourth quarter results for the Performance Period.

### 3. Vesting.

(a) *Vesting – General*. Subject to the Participant’s continued Services with the Partnership and its Affiliates through the Vesting Date, a number of DRUs subject to the Target DRU Award (which number may be lesser than or greater than the Target DRU Award) shall vest and become Vested DRUs based on the attainment of the performance measures and the Performance Multiplier set forth on Exhibit A.

(b) *Vesting – Qualifying Event*. Upon the occurrence of a Qualifying Event prior to the completion of the Performance Period, the Target DRU Award granted hereunder (to the extent not previously vested) shall vest in an amount equal to the product of (x) the Target DRU 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 DRUs, 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 Section 3(b), in the event the Participant's Services with the Partnership and its Affiliates are terminated for any reason, if the Award has not yet vested pursuant to Section 3(a) or 3(b) hereof (or otherwise pursuant to the Plan) it shall be cancelled 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.

(a) *Delivery – General*. The Partnership shall, on or within 30 days following the Vesting Date, deliver (or cause delivery to be made) to the Participant the Common Units underlying the DRUs that vest and become Vested DRUs on the Vesting Date.

(b) *Delivery – Qualifying Event*. Upon the occurrence of a Qualifying Event, the Partnership shall, within 30 days following the date of such event, deliver (or cause delivery of) Common Units to the Participant in respect of 100% of the DRUs which vest and become Vested DRUs 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 Partnership and its Affiliates are terminated for any reason, the Partnership shall within 30 days following the date of such termination, deliver (or cause delivery of) Common Units to the Participant in respect of any then outstanding Vested DRUs.

(d) *Forfeiture – Cause Termination or Breach of Restrictive Covenants*. Notwithstanding anything to the contrary herein, upon the termination of the Participant's Services by the Partnership or any of its Affiliates for Cause or upon the Participant's breach of any of the restrictive covenants contained within an applicable Restrictive Covenant Agreement, all outstanding DRUs (whether or not vested) shall immediately terminate and be forfeited without consideration and no further Common Units with respect to the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs. Without limiting the foregoing, to the extent permitted under applicable law, any Common Units 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 termination for Cause or such breach, shall also immediately terminate and be forfeited without consideration.

5. Change in Control. Notwithstanding anything to the contrary herein, in the event of a Change in Control prior to the completion of the Performance Period, (i) the Target DRU Award granted hereunder (to the extent not previously vested) shall vest in an amount equal to the product of (x) the Target DRU Award multiplied by (y) a Performance Multiplier equal to 100% upon the date of such Change in Control, and (ii) the Partnership shall deliver (or cause delivery of) Common Units to the Participant in respect of 100% of the Vested DRUs on or within 10 days following such Change in Control. In the event that a Change in Control occurs

after the completion of the Performance Period but prior to the Vesting Date, the Vesting Date shall be deemed to have occurred upon the date of such Change in Control and the Participant shall be entitled to receive the number of Vested DRUs, 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 DRUs. No dividends or other distributions shall accrue or become payable with respect to any DRUs prior to the date upon which the Common Units underlying the DRUs are issued or transferred to the Participant.

7. Adjustments Upon Certain Events. The Administrator shall make certain substitutions or adjustments to any DRUs 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 Partnership, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Partnership, at any time, to the extent permitted by the Plan;

(b) the grant of the DRUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of DRUs, or benefits in lieu of DRUs, even if DRUs have been granted in the past;

(c) all decisions with respect to future DRUs or other grants, if any, will be at the sole discretion of the Partnership;

(d) the granting of the DRUs evidenced by this Award Agreement shall impose no obligation on the Partnership or any Affiliate to continue the Services of the Participant and shall not lessen or affect the Partnership's or its Affiliate's right to terminate the Services of such Participant;

(e) the Participant is voluntarily participating in the Plan;

(f) the DRUs and the Common Units subject to the DRUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the DRUs and the Common Units subject to the DRUs, 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 DRUs should in no event be considered as compensation for, or relating in any way to, past services for the Partnership, the Employer or any Affiliate;

(i) unless otherwise agreed with the Partnership, the DRUs and the Common Units subject to the DRUs, 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 Common Units 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) and 4(b) (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 Partnership, the Participant's right to vest in the DRUs 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 DRUs 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 DRUs 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 DRUs, the Participant agrees not to institute any claim against the Partnership or any Affiliate;

(ii) the DRUs and the Common Units subject to the DRUs are not part of normal or expected compensation or salary for any purpose; and

(iii) neither the Partnership 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 DRUs or of any amounts due to the Participant pursuant to the settlement of the DRUs or the subsequent sale of any Common Units acquired upon settlement.

9. No Advice Regarding Grant. The Partnership is not providing any tax, legal or financial advice, nor is the Partnership making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Common Units.

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 Partnership is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A. and grants employees of the Partnership and its Affiliates DRUs, at the Partnership's sole discretion. If the Participant would like to participate in the Plan, please review the following information about the Partnership's data processing practices and declare the Participant's consent.*

(a) **Data Collection and Usage:** *The Partnership 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 Common Units or directorships held in the Partnership, and details of all DRUs, canceled, vested, or outstanding in the Participant's favor, which the Partnership receives from the Participant or the Employer. If the Partnership offers the Participant a grant of DRUs under the Plan, then the Partnership will collect the Participant's personal data for purposes of allocating Common Units and implementing, administering and managing the Plan. The Partnership'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 Partnership transfers participant data to Morgan Stanley, an independent service provider based in the United States, which assists the Partnership with the implementation, administration and management of the Plan. In the future, the Partnership may select a different service provider and share the Participant's data with another company that serves in a similar manner. The Partnership's service provider will open an account for the Participant to receive and trade Common Units. 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 Partnership 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. For example, the European Commission has issued a limited adequacy finding with respect to the United States that applies only to the extent companies register for the EU-U.S. Privacy Shield program, which is open to companies subject to Federal Trade Commission jurisdiction and which the Partnership does not participate in. The Partnership's legal basis for the transfer of the Participant's personal data is his or her consent.*

(d) **Data Retention:** *The Partnership 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. When the Partnership no longer needs the Participant's personal data, which will generally be seven years after the Participant is granted DRUs under the Plan, the Partnership will remove it from its systems. If the*

*Partnership keeps the data longer, it would be to satisfy legal or regulatory obligations and the Partnership's legal basis would be relevant law or regulations.*

*(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 Partnership 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 Partnership at The Carlyle Group L.P., 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 Common Units. Except as otherwise provided herein, the Participant shall not have any rights as a holder of Common Units until such Common Units have been issued or transferred to the Participant.

12. Restrictions. Any Common Units 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 Common Units 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 Partnership to make appropriate reference to such restrictions. Without limiting the generality of the forgoing, a Participant's ability to sell or transfer the Common Units 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 Partnership or of any of its Affiliates.

13. Transferability. Unless otherwise determined or approved by the Administrator, no DRUs 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 Partnership 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 Partnership, to:

The Carlyle Group L.P.  
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 Partnership or any Affiliate.

15. Withholding. The Participant acknowledges that he or she may be required to pay to the Partnership or, if different, an Affiliate that employs the Participant (the "Employer"), and that the Partnership, 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 Partnership or the Employer as a result of the Participant's participation in the Plan but are deemed by the Partnership 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 Partnership to satisfy all obligations for the payment of such Tax-Related Items. The Participant further acknowledges that the Partnership 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 DRUs, including, but not limited to the grant or vesting of the DRUs and the subsequent sale of Common Units acquired upon settlement of the Vested DRUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the DRUs 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 Partnership 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 Partnership prior to the Vesting Date. Additionally, the Participant authorizes the Partnership and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of Common Units acquired upon settlement of the Vested DRUs either through a voluntary sale or through a mandatory sale arranged by the Partnership (on the Participant's behalf pursuant to this authorization). Depending on the withholding method, the Partnership 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 which case the Participant may receive a refund of any over-withheld amount in cash through the Employer's normal payroll process and will have no entitlement to the Common Unit equivalent. The Participant acknowledges that, regardless of any action taken by the Partnership, 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 Partnership or the Employer. The Partnership may refuse to issue or deliver the Common Units or the proceeds from the sale of Common Units, 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 DRUs and

Common Units 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 DRUs granted hereunder (including, without limitation, the vesting and delivery schedules described herein and in Appendix A, and hereby replaces and supersedes any prior communication and arrangements between the Participant and the Partnership 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 Partnership or any of its Affiliates, unless otherwise explicitly provided for in any other agreement that the Participant has entered into with the Partnership 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 Partnership 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 Common Units to the Participant hereunder, to the extent such modification is determined by the Partnership to be necessary to comply with applicable law or preserve the intended deferral of income recognition with respect to the DRUs until the issuance or transfer of Common Units 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 Partnership 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 Partnership or a third party designated by the Partnership.

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 Common Units, the Partnership shall not be required to deliver any Common Units issuable upon settlement of the DRUs prior to the completion of any registration or qualification of the Common Units 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 Partnership shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Partnership is under no obligation to register or qualify the Common Units 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 Common Units. Further, the

Participant agrees that the Partnership 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 Common Units.

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 DRUs grant shall be subject to any special 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 special terms and conditions for such country will apply to the Participant, to the extent the Partnership 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 Partnership reserves the right to impose other requirements on the Participant's participation in the Plan, on the DRUs and on any Common Units acquired under the Plan, to the extent the Partnership 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 Partnership 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 Common Units 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 Common Units or rights to Common Units (e.g., DRUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Partnership (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 Partnership 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 DRUs under the Plan or cash received from participating in the Plan (including sales proceeds arising from the sale of Common Units) 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 of 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.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement<sup>(1)</sup>.

**THE CARLYLE GROUP L.P.**

By: Carlyle Group Management L.L.C., its general partner

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 Partnership in lieu of any required signatures to this Award Agreement.

## EXHIBIT A

### VESTING TERMS

The Target DRU Award granted pursuant to this Agreement shall be eligible to vest pursuant to the terms described in this Exhibit A, based on the Partnership's [Performance Metrics] for the Performance Period, as set forth below, in each case, subject to adjustment to exclude the effects of extraordinary, unusual or infrequently occurring events.

**I. Definitions.** Capitalized terms not otherwise defined in the Plan or the Agreement have the following meanings:

- a. [Performance Metrics]
- b. "Performance Period" means \_\_\_\_\_ through \_\_\_\_\_.
- c. "Weighting Multiplier" means the relative performance weighting associated with each performance metric listed below, as a percentage of the total Target DRU Award.

**II. Vesting.** Subject to the Participant's continued Services with the Partnership and its Affiliates through the Vesting Date (other than as may be set forth in the Agreement), on the Vesting Date, a number of DRUs shall vest in an amount equal to the product of (1) the Target DRU Award, (2) the applicable Performance Multiplier and (3) the applicable Weighting Multiplier, each as determined below (with such amount calculated separately for each of the three performance metrics listed below and the resulting sum of such amounts constituting the total Vested DRUs). Any DRUs that do not become vested in accordance with this Exhibit A shall, effective as of the Vesting Date, be forfeited by the Participant without consideration.

#### [Performance Metric]

Performance Level	[Performance Metric]	Performance Multiplier	Weighting Multiplier
Below Threshold Level Performance		0%	N/A
Threshold Level Performance		50%	
Target Level Performance		100%	
Maximum Level Performance		200%	

**[Performance Metric]**

<b>Performance Level</b>	<b>[Performance Metric]</b>	<b>Performance Multiplier</b>	<b>Weighting Multiplier</b>
Below Threshold Level Performance		0%	N/A
Threshold Level Performance		50%	
Target Level Performance		100%	
Maximum Level Performance		200%	

**[Performance Metric]**

<b>Performance Level</b>	<b>[Performance Metric]</b>	<b>Performance Multiplier</b>	<b>Weighting Multiplier</b>
Below Threshold Level Performance		0%	N/A
Threshold Level Performance		50%	
Target Level Performance		100%	
Maximum Level Performance		200%	

Performance Multipliers shall be determined by linear interpolation for achievement falling between the above percentages; provided, that there shall be no interpolation for achievement that is less than Threshold Level Performance (and zero DRUs in respect of such performance metric will vest in such case) and the maximum number of DRUs that may vest in respect of any performance metric is the Target DRU Award multiplied by 200%, multiplied by the applicable Weighting Multiplier for such performance metric.

[Notwithstanding the foregoing, in the event that the volume weighted average price of the Common Units over the [ ] consecutive trading-day period ending [ ], as reflected on the NASDAQ Stock Market (the “[ ] DRU VWAP”), is less than or equal to \$[ ], the total number of DRUs that vest shall not exceed 150% of the Target DRU Award (the “VWAP Cap”). In the event that the [ ] DRU VWAP is greater than \$[ ], then the VWAP Cap shall not apply and the foregoing sentence shall have no effect.]

**APPENDIX A  
TO  
THE CARLYLE GROUP L.P.  
GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT**

***Terms and Conditions***

This Appendix A includes additional terms and conditions that govern the Award of deferred restricted Common Units (“**DRUs**”) granted to the Participant under The Carlyle Group L.P. 2012 Equity Incentive Plan (the “**Plan**”) if the Participant works and resides in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or Award Agreement and have the meanings set forth therein.

***Notifications***

This Appendix A also includes information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to the Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Partnership strongly recommends that the Participant not rely on the information noted in this Appendix A as the only source of information relating to the consequences of the Participant’s participation in the Plan because the information may be out of date by the time the Participant vests in the DRUs or sells Common Units acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant’s particular situation, and the Partnership is not in a position to assure the Participant of a particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in the Participant’s country may apply to the Participant’s situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Participant, and the Partnership shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to the Participant.

**UNITED STATES**

**Non-Solicitation Covenant.** This provision supplements Section 4(d) “Forfeiture - Cause Termination or Breach of Restrictive Covenants” of the Award Agreement:

Notwithstanding the Participant’s termination of Services and any other provision of this Award Agreement, for a period of twelve (12) months after the date of the Participant’s termination of Services, the Participant will not, directly or indirectly, without the prior written consent of the Partnership: (i) participate in any capacity, including as an investor or an advisor, in any transaction that the Partnership or any of its Affiliates was actively considering investing in or



offering to invest in prior to the Participant's date of termination of Services; (ii) solicit, contact or identify investors in any investment partnership, fund or managed account controlled or advised by the Partnership or its Affiliates (to the extent the Participant knows that such person or entity is an investor, directly or indirectly, in such partnership, fund or managed account) on behalf of any person or entity; or (iii) recruit, solicit, induce or seek to induce any current employee of the Partnership or its Affiliates to become employed by the Participant or any other person or entity. The Participant agrees that this non-solicitation covenant may limit the Participant's ability to earn a livelihood in a business similar to the business conducted by the Partnership, but the Participant nevertheless hereby agrees and hereby acknowledges that the consideration provided to the Participant in this Award Agreement is adequate to support the restrictions contained herein. The Participant further agrees that the restrictions set forth in this non-solicitation covenant are reasonable and necessary to protect the Partnership's trade secrets and other legitimate business needs. In the event that any court or tribunal of competent jurisdiction shall determine this non-solicitation covenant to be unenforceable or invalid for any reason, the Participant and the Partnership agree that this non-solicitation covenant shall be interpreted to extend only over the maximum period of time for which it may be enforceable, and/or the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in any and all respects as to which it may be enforceable, all as determined by such court or tribunal. The Participant agrees and acknowledges that the foregoing non-solicitation covenant is a material inducement to the Partnership to enter into this Award Agreement and, as such, it is agreed by the parties that any violation of this non-solicitation covenant by the Participant will constitute a material breach of this Award Agreement and, in addition to any other remedies the Partnership may have, will result in the consequences set forth below in this Appendix A under "Breach of Non-Solicitation Covenant." The Participant further agrees that the remedy at law for any breach of this non-solicitation covenant may be inadequate, and that the Partnership shall, in addition to whatever other remedies it may have at law or in equity, be entitled (without posting bond or other security) to injunctive or other equitable relief, as deemed appropriate by any court or tribunal of competent jurisdiction, to prevent a breach of the Participant's obligations as set forth in this non-solicitation covenant. Notwithstanding the foregoing, clauses (i) and (ii) shall not apply if the Participant's principal place of Services is in California. Additionally, if the Participant's principal place of Services is in any other jurisdiction where any provisions contained under clauses (i) or (ii) of this non-solicitation covenant are prohibited by applicable law, then such provisions shall not apply to the Participant to the extent prohibited by applicable law. Nothing in this Appendix A is intended to limit or supersede any other Restrictive Covenant Agreement to which the Participant is subject.

**Breach of Non-Solicitation Covenant.** If, following his or her termination of Services, the Participant breaches this non-solicitation covenant or other applicable provisions of the Award Agreement or the Plan:

- (a) all outstanding DRUs (whether or not vested, as allowable under applicable law) shall immediately terminate and be forfeited without consideration and no further Common Units with respect of the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs; and

- (b) any Common Units that have previously been delivered to the Participant or the Participant's legal representative, beneficiaries or heirs pursuant to the Award, which are still held by the Participant or the Participant's legal representative, or beneficiaries or heirs as of the date of such breach, shall also immediately terminate and be forfeited without consideration.

**APPENDIX A  
TO  
THE CARLYLE GROUP L.P.  
GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT**

***Terms and Conditions***

This Appendix A includes additional terms and conditions that govern the Award of deferred restricted Common Units (“DRUs”) granted to the Participant under The Carlyle Group L.P. 2012 Equity Incentive Plan (the “Plan”) if the Participant works and resides in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or Award Agreement and have the meanings set forth therein.

***Notifications***

This Appendix A also includes information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to the Participant's participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Partnership strongly recommends that the Participant not rely on the information noted in this Appendix A as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date by the time the Participant vests in the DRUs or sells Common Units acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Partnership is not in a position to assure the Participant of a particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in the Participant's country may apply to the Participant's situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Participant, and the Partnership shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to the Participant.

**UNITED STATES**

**Non-Solicitation Covenant.** This provision supplements Section 4(d) “Forfeiture – Cause Termination or Breach of Restrictive Covenants” of the Award Agreement:

Notwithstanding the Participant's termination of Services and any other provision of this Award Agreement, for a period of twelve (12) months after the date of the Participant's termination of Services, the Participant will not, directly or indirectly, without the prior written consent of the Partnership: (i) participate in any capacity, including as an investor or an advisor, in any transaction that the Partnership or any of its Affiliates was actively considering investing in or offering to invest in prior to the Participant's date of termination of Services; (ii) solicit, contact or identify investors in any investment partnership, fund or managed account controlled or advised by the Partnership or its Affiliates (to the extent the Participant knows that such person or entity is an investor, directly or indirectly, in such partnership, fund or managed account) on behalf of any person or entity; or (iii) recruit, solicit, induce or seek to induce any current employee of the Partnership or its Affiliates to become employed by the Participant or any other person or entity. The Participant agrees that this non-solicitation covenant may limit the Participant's ability to earn a livelihood in a business similar to the business conducted by the Partnership, but the Participant nevertheless hereby agrees and hereby acknowledges that the consideration provided to the Participant in this Award Agreement is adequate to support the restrictions contained herein. The Participant further agrees that the restrictions set forth in this non-solicitation covenant are reasonable and necessary to protect the Partnership's trade secrets and other legitimate business needs. In the event that any court or tribunal of competent jurisdiction shall determine this non-solicitation covenant to be unenforceable or invalid for any reason, the Participant and the Partnership agree that this non-solicitation covenant shall be interpreted to extend only over the maximum period of time for which it may be enforceable,

and/or the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in any and all respects as to which it may be enforceable, all as determined by such court or tribunal. The Participant agrees and acknowledges that the foregoing non-solicitation covenant is a material inducement to the Partnership to enter into this Award Agreement and, as such, it is agreed by the parties that any violation of this non-solicitation covenant by the Participant will constitute a material breach of this Award Agreement and, in addition to any other remedies the Partnership may have, will result in the consequences set forth below in this Appendix A under "Breach of Non-Solicitation Covenant." The Participant further agrees that the remedy at law for any breach of this non-solicitation covenant may be inadequate, and that the Partnership shall, in addition to whatever other remedies it may have at law or in equity, be entitled (without posting bond or other security) to injunctive or other equitable relief, as deemed appropriate by any court or tribunal of competent jurisdiction, to prevent a breach of the Participant's obligations as set forth in this non-solicitation covenant. Notwithstanding the foregoing, clauses (i) and (ii) shall not apply if the Participant's principal place of Services is in California. Additionally, if the Participant's principal place of Services is in any other jurisdiction where any provisions contained under clauses (i) or (ii) of this non-solicitation covenant are prohibited by applicable law, then such provisions shall not apply to the Participant to the extent prohibited by applicable law. Nothing in this Appendix A is intended to limit or supersede any other Restrictive Covenant Agreement to which the Participant is subject.

Breach of Non-Solicitation Covenant. If, following his or her termination of Services, the Participant breaches this non-solicitation covenant or other applicable provisions of the Award Agreement or the Plan:

- (a) all outstanding DRUs (whether or not vested, as allowable under applicable law) shall immediately terminate and be forfeited without consideration and no further Common Units with respect of the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs; and
- (b) any Common Units that have previously been delivered to the Participant or the Participant's legal representative, beneficiaries or heirs pursuant to the Award, which are still held by the Participant or the Participant's legal representative, or beneficiaries or heirs as of the date of such breach, shall also immediately terminate and be forfeited without consideration.

**THE CARLYLE GROUP L.P.  
2012 EQUITY INCENTIVE PLAN**

**FORM OF GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT  
FOR CO-CHIEF EXECUTIVE OFFICERS  
(Outperformance-Vesting)**

*Participant:*

*Date of Grant:*

*Number of DRUs:*

1. Grant of DRUs. The Carlyle Group L.P. (the “Partnership”) hereby grants the number of deferred restricted Common Units (the “DRUs”) 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 L.P. 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 DRU represents the unfunded, unsecured right of the Participant to receive a Common Unit 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 have the meaning set forth in the Employment Agreement.
- b. “Change of Control” shall have the meaning set forth in the Employment Agreement.
- c. “Disability” shall mean the Participant’s incapacitation as described in Section 5.b.i. of the Employment Agreement.
- d. “Employment Agreement” shall mean the Employment Agreement by and between Participant and Employer dated October 23, 2017.
- e. “Good Reason” shall have the meaning set forth in the Employment Agreement.
- f. “Performance Multiplier” shall mean the relevant multiplier, between [\_\_] % and [\_\_]%, applied to the Target DRU Award based on actual performance of the relevant performance metrics during the Performance Period, as set forth on Exhibit A.
- g. “Performance Period” shall mean [\_\_\_\_\_] through [\_\_\_\_\_].

- h. “Qualifying Event” shall mean, during the Participant’s Services with the Partnership and its Affiliates, the Participant’s death or Disability.
- i. “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 Partnership or its Affiliates, pursuant to which the Participant has agreed, among other things, to certain restrictions relating to non-competition (if applicable), non-solicitation and/or confidentiality, in order to protect the business of the Partnership and its Affiliates.
- j. “Special Vesting Event” shall mean, during Participant’s Services with the Partnerships and its Affiliates, (i) the termination of the Participant’s Services without Cause or by the Participant for Good Reason or (ii) if the term of the Employment Agreement ends on December 31, 2022 and the Participant’s Services have not previously terminated for any reason, the termination of the Participant’s Services for any reason other than due to Cause following such term expiration (provided, in each case, that at the time of the relevant termination the Employer did not have grounds to terminate the Participant’s employment for Cause).
- k. “Target DRU Award” shall mean the target number of DRUs that are eligible to vest pursuant to Exhibit A.
- l. “Vested DRUs” shall mean those DRUs which have become vested (x) determined by multiplying the Target DRU Award by the Performance Multiplier pursuant to Exhibit A or (y) otherwise pursuant to the Plan. For the avoidance of doubt, the Vested DRUs may be a number lesser than or greater than the Target DRU Award.
- m. “Vesting Date” shall mean the day on which the Board of Directors 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 Partnership’s fourth quarter results for the last year of the Performance Period.

### 3. Vesting.

(a) *Vesting – General*. Subject to the Participant’s continued Services with the Partnership and its Affiliates through the Vesting Date, a number of DRUs subject to the Target DRU Award (which number may be lesser than or greater than the Target DRU Award) shall vest and become Vested DRUs based on the attainment of the performance metrics and the Performance Multiplier set forth on Exhibit A.

(b) *Vesting – Qualifying Event*. Upon the occurrence of a Qualifying Event prior to completion of the Performance Period, the Target DRU Award shall vest in an amount

equal to the product of (x) the Target DRU Award multiplied by (y) a Performance Multiplier equal to 100%. 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 DRUs, if any, determined based on the actual Performance Multiplier for the Performance Period, in accordance with Section 3(a) hereof.

(c) *Vesting – Special Vesting Event.* Upon the occurrence of a Special Vesting Event occurring prior to the completion of the Performance Period, then a portion of the DRUs (not to exceed 100% of the Target DRU Award) will vest on the Vesting Date in an amount equal to the sum of (i) the Pro-Rata Portion plus (ii) the Additional Amount. As used herein, the term “Pro-Rata Portion” means a number of DRUs equal to the product of (i) the Target DRU Award multiplied by (ii) a percentage equal to the completed portion of the Performance Period as of the date of the Special Vesting Event. As used herein, the term “Additional Amount” means a number of DRUs equal to (i) if the Special Vesting Event as described above occurs prior to a Change of Control, (A) the Target DRU Award multiplied by (B) 25% or (ii) if the Special Vesting Event as described above occurs on or after a Change of Control, (A) the Target DRU Award multiplied by (B) 50%. Notwithstanding the foregoing, in no event shall the number of DRUs that vest pursuant to the foregoing provisions of this Section 3(c) exceed the Target DRU Award. Upon the occurrence of a Special Vesting Event following the completion of the Performance Period, the Participant shall be entitled to receive the number of Vested DRUs, if any, determined based on the actual Performance Multiplier for the Performance Period, in accordance with Section 3(a) hereof.

(d) *Vesting – Other Terminations.* Except as otherwise set forth in Section 3(b) and 3(c), in the event the Participant’s Services with the Partnership and its Affiliates are terminated for any reason (including but not limited to, the termination of the Participant’s Services by the Participant without Good Reason), the portion of the Award that has not yet vested pursuant to Section 3(a), 3(b) or 3(c) 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 Partnership shall, as soon as practicable following the Vesting Date, but in any case, prior to the first Common Unit distribution record date following the Vesting Date, deliver (or cause delivery to be made) to the Participant the Common Units underlying the DRUs that vest and become Vested DRUs on the Vesting Date. The general terms with respect to the DRUs are set forth in the table below.

<u>Performance Period</u>	<u>Target DRU Award</u>	<u>Performance Measurement Exhibit</u>

(b) *Delivery – Qualifying Event.* Upon the occurrence of a Qualifying Event, the Partnership shall, within 30 days following the date of such event, deliver (or cause delivery of) Common Units to the Participant in respect of 100% of the DRUs which vest and become Vested DRUs on such date.

(c) *Delivery – Special Vesting Event.* Following the occurrence of a Special Vesting Event, the Participant shall remain entitled to receive delivery of the Common Units at the normal delivery time set forth under Section 4(a) above (i.e., prior to the first Common Unit distribution record date following the Vesting Date).

(d) *Delivery – Resignation without Good Reason.* In the event the Participant’s Services with the Partnership and its Affiliates are terminated by the Participant without Good Reason, the Partnership shall within 30 days following the date of such termination, deliver (or cause delivery of) Common Units to the Participant in respect of any then outstanding Vested DRUs.

(e) *Forfeiture – Cause Termination or Breach of Restrictive Covenants.* Notwithstanding anything to the contrary herein, upon the termination of the Participant’s employment by the Partnership or any of its Affiliates for Cause or upon the Participant’s breach of any of the restrictive covenants contained within an applicable Restrictive Covenant Agreement, all outstanding DRUs (whether or not vested) shall immediately terminate and be forfeited without consideration and no further Common Units with respect of the Award shall be delivered to the Participant or to the Participant’s legal representative, beneficiaries or heirs. Without limiting the foregoing, to the extent permitted under applicable law, any Common Units 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 termination for Cause or such breach, shall also immediately terminate and be forfeited without consideration.

5. Limitation on Transfer. During the two year period following the date of delivery to the Participant of any Common Units underlying the DRUs, the Participant may not sell or otherwise transfer (other than by will or by the laws of descent and distribution) more than 50% of the aggregate number of such Common Units delivered to the Participant (the “Restricted Common Units”). Any purported assignment, alienation, pledge, attachment, sale or other transfer or encumbrance by the Participant of the Restricted Common Units (other than by will or by the laws of descent and distribution) shall be deemed null and void.

6. No Dividends or Distributions on DRUs. No dividends or other distributions shall accrue or become payable with respect to any DRUs prior to the date upon which the Common Units underlying the DRUs are issued or transferred to the Participant.

7. Adjustments Upon Certain Events; Change of Control.

(a) *Adjustments Upon Certain Events*. The Administrator shall make certain substitutions or adjustments to any DRUs subject to this Award Agreement pursuant to Section 10 of the Plan.

(b) *Change of Control*. Promptly following the consummation of a Change of Control, the Participant and the Partnership shall negotiate in good faith and agree on a framework or methodology for determining the future performance metrics applicable to the DRUs for the remainder of the Performance Period following such Change of Control (or an alternative structure of such Awards) to preserve the Change of Control performance metrics that provide for a reasonable opportunity to achieve threshold, target and maximum level performance that is substantially similar to the opportunity to achieve threshold, target and maximum level of performance in place immediately prior to the Change of Control.

8. Nature of Grant. In accepting the grant, the Participant acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Partnership, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Partnership, at any time, to the extent permitted by the Plan;

(b) the grant of the DRUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of DRUs, or benefits in lieu of DRUs, even if DRUs have been granted in the past;

(c) all decisions with respect to future DRUs or other grants, if any, will be at the sole discretion of the Partnership;

(d) the granting of the DRUs evidenced by this Award Agreement shall impose no obligation on the Partnership or any Affiliate to continue the Services of the Participant and shall not lessen or affect the Partnership's or its Affiliate's right to terminate the Services of such Participant;

(e) the Participant is voluntarily participating in the Plan;

(f) the DRUs and the Common Units subject to the DRUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the DRUs and the Common Units subject to the DRUs, 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 DRUs should in no event be considered as compensation for, or relating in any way to, past services for the Partnership, the Employer or any Affiliate;

(i) unless otherwise agreed with the Partnership, the DRUs and the Common Units subject to the DRUs, 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 Common Units 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), 3(c), 4(b) and 4(c) (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 Partnership, the Participant's right to vest in the DRUs 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 DRUs 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 DRUs resulting from termination of the Participant's Services as set forth in Section 3(d) or 4(e) 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 DRUs, the Participant agrees not to institute any claim against the Partnership or any Affiliate;

(ii) the DRUs and the Common Units subject to the DRUs are not part of normal or expected compensation or salary for any purpose; and

(iii) neither the Partnership 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 DRUs or of any amounts due

to the Participant pursuant to the settlement of the DRUs or the subsequent sale of any Common Units acquired upon settlement.

9. **No Advice Regarding Grant.** The Partnership is not providing any tax, legal or financial advice, nor is the Partnership making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Common Units. 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 Partnership is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A. and grants employees of the Partnership and its Affiliates DRUs, at the Partnership's sole discretion. If the Participant would like to participate in the Plan, please review the following information about the Partnership's data processing practices and declare the Participant's consent.*

(a) **Data Collection and Usage:** *The Partnership 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 Common Units or directorships held in the Partnership, and details of all DRUs, canceled, vested, or outstanding in the Participant's favor, which the Partnership receives from the Participant or the Employer. If the Partnership offers the Participant a grant of DRUs under the Plan, then the Partnership will collect the Participant's personal data for purposes of allocating Common Units and implementing, administering and managing the Plan. The Partnership'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 Partnership transfers participant data to Morgan Stanley, an independent service provider based in the United States, which assists the Partnership with the implementation, administration and management of the Plan. In the future, the Partnership may select a different service provider and share the Participant's data with another company that serves in a similar manner. The Partnership's service provider will open an account for the Participant to receive and trade Common Units. 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 Partnership 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. For example, the European Commission has issued a limited adequacy finding with respect to the United States that applies only to the extent companies register for the EU-U.S. Privacy Shield program, which is open to companies subject to Federal Trade Commission jurisdiction and which the Partnership does not participate in. The Partnership's legal basis for the transfer of the Participant's personal data is his or her consent.*

(d) **Data Retention:** *The Partnership 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. When the Partnership no longer needs the Participant's personal data, which will generally be seven years after the Participant is granted DRUs under the Plan, the Partnership will remove it from its systems. If the Partnership keeps the data longer, it would be to satisfy legal or regulatory obligations and the Partnership's legal basis would be relevant law or regulations.*

(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 Partnership 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 Partnership at The Carlyle Group L.P., 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 Common Units.** Except as otherwise provided herein, the Participant shall not have any rights as a holder of Common Units until such Common Units have been issued or transferred to the Participant.

12. **Restrictions.** Any Common Units issued or transferred to the Participant or to the Participant's beneficiary pursuant to Section 4 of this Award Agreement (including, without limitation, following a Qualifying Event or Special Vesting Event) 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 Common Units 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 Partnership to make appropriate reference to such restrictions. Without limiting the generality of the foregoing, a Participant's ability to sell or transfer the Common Units 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 Partnership or of any of its Affiliates.

13. Transferability. Unless otherwise determined or approved by the Administrator, no DRUs 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 Partnership 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 Partnership, to:

The Carlyle Group L.P.  
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 Partnership or any Affiliate.

15. Withholding. The Participant acknowledges that he or she may be required to pay to the Partnership or, if different, an Affiliate that employs the Participant (the "Employer"), and that the Partnership, 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 Partnership or the Employer as a result of the Participant's participation in the Plan but are deemed by the Partnership 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 Partnership to satisfy all obligations for the payment of such Tax-Related Items. The Participant further acknowledges that the Partnership 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 DRUs, including, but not limited to the grant or vesting of the DRUs and the subsequent sale of Common Units acquired upon settlement of the Vested DRUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the DRUs 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 Partnership 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 Partnership prior to the Vesting Date. Additionally, the Participant authorizes the Partnership and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of Common Units acquired upon settlement of the Vested DRUs either through a voluntary sale or through a mandatory sale arranged by the Partnership (on the Participant's behalf pursuant to this authorization). Depending on the withholding method, the Partnership 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 which case the Participant may receive a refund of any over-withheld amount in cash through the Employer's normal payroll process and will have no entitlement to the Common Unit equivalent. The Participant acknowledges that, regardless of any action taken by the Partnership, 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 Partnership or the Employer. The Partnership may refuse to issue or deliver the Common Units or the proceeds from the sale of Common Units, 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 DRUs and Common Units 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 DRUs granted hereunder (including, without limitation, the vesting and delivery schedules described herein and in Appendix A, and hereby replaces and supersedes any prior communication and arrangements between the Participant and the Partnership 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 Partnership or any of its Affiliates, unless otherwise explicitly provided for in any other agreement that the Participant has entered into with the Partnership 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 Partnership 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 Common Units to the Participant hereunder, to the extent such modification is determined by the Partnership to be necessary to comply with applicable law or preserve the intended deferral of income recognition with respect to the DRUs until the issuance or transfer of Common Units 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 Partnership 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 Partnership or a third party designated by the Partnership.

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 Common Units, the Partnership shall not be required to deliver any Common Units issuable upon settlement of the DRUs prior to the completion of any registration or qualification of the Common Units 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 Partnership shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Partnership is under no obligation to register or qualify the Common Units 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 Common Units. Further, the Participant agrees that the Partnership 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 Common Units.

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 DRUs grant shall be subject to any special 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 special terms and conditions for such country will apply to the Participant, to the extent the Partnership 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 Partnership reserves the right to impose other requirements on the Participant's participation in the Plan, on the DRUs and on any Common Units acquired under the Plan, to the extent the Partnership 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 Partnership 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 Common Units 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 Common Units or rights to Common Units (e.g., DRUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Partnership (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 Partnership 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 DRUs under the Plan or cash received from participating in the Plan (including sales proceeds arising from the sale of Common Units) 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.



IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement.<sup>(1)</sup>

**THE CARLYLE GROUP L.P.**

By: Carlyle Group Management L.L.C., its general partner

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 Partnership in lieu of any required signatures to this Award Agreement.

## EXHIBIT A

### VESTING TERMS

The DRUs granted pursuant to this Agreement shall be eligible to vest pursuant to the terms described in this Exhibit A, based on the Partnership's Total Shareholder Return, as set forth below, subject to adjustment to exclude the effects of extraordinary, unusual or infrequently occurring events.

**I. Definitions.** Capitalized terms not otherwise defined in the Plan or the Agreement have the following meanings:

- a. "Beginning Stock Price" means for any company the volume weighted average trading price of the company's common equity interests over the first [\_\_] consecutive trading days of the Performance Period. In the case of the Partnership, such beginning stock price is \$[\_\_\_\_\_].
- b. "Ending Stock Price" means for any company the volume weighted average trading price of the company's common equity interests over the [\_\_] consecutive trading-day period ending [\_\_\_\_\_].
- c. "Comparison Group" means the companies in the S&P 500 Financials Index as of the first day of the Performance Period. Any company in the Comparison Group that ceases to be publicly held during the Performance Period (i) due to bankruptcy, liquidation or reorganization, shall remain in the Comparison Group for purposes of calculation of Relative TSR (with such company deemed to have a Total Shareholder Return of -100% and ranked at the bottom of the Comparison Group) or (ii) due to a merger, sale, acquisition, business combination or other similar event, shall be excluded from the Comparison Group for purposes of calculation of Relative TSR.
- d. "Performance Period" means [\_\_\_\_\_] through [\_\_\_\_\_].
- e. "Relative TSR" means the Partnership's Total Shareholder Return percentile ranking within the Comparison Group. The Total Shareholder Return percentile ranking within the Comparison Group shall be calculated as follows. Following the end of the Performance Period, the Board of Directors shall calculate (a) the Partnership's Total Shareholder Return for the Performance Period and (b) the Total Shareholder Return for the companies that are within the Comparison Group for the Performance Period. The Partnership's Total Shareholder Return percentile rank will be determined by ranking the companies in the Comparison Group from highest to lowest according to their respective Total Shareholder Return, then calculating the percentile ranking of the Partnership relative to the other companies in the Comparison Group.

- f. “Total Shareholder Return” or “TSR” means: (i) the sum of (x) the Ending Stock Price minus the Beginning Stock Price, plus (y) the amount of any dividends and distributions paid on a per share basis (calculated as if such dividends had been reinvested in the applicable company’s common stock or other common equity securities on the applicable dividend date) cumulatively over the Performance Period, divided by (ii) the Beginning Stock Price. For purposes of this Agreement, TSR calculated in accordance with the preceding sentence shall be expressed as a compounded annualized growth rate over the Performance Period.

**II. Vesting.** Subject to the Participant’s continued Services with the Partnership and its Affiliates through the Vesting Date (other than as may be set forth in the Agreement), a number of DRUs shall vest in an amount equal to the product of (1) the Target DRU Award (i.e., [ ] Common Units) and (2) the applicable Performance Multiplier; provided, that, the Performance Multiplier shall be deemed to be 0% in the event that the Total Shareholder Return of the Partnership does not achieve a [ ]% compounded annualized rate of return over the Performance Period (and zero DRUs will vest in such case). Any DRUs that do not become vested in accordance with this Exhibit A shall, effective as of the Vesting Date, be forfeited by the Participant without consideration.

**Relative Total Shareholder Return**

<b>Performance Level</b>	<b>Relative TSR Percentile Rank</b>	<b>Performance Multiplier</b>
Below Threshold Level Performance	Less than [ ] <sup>th</sup> Percentile	[ ]%
Threshold Level Performance	[ ] <sup>th</sup> Percentile	[ ]%
Target Level Performance	[ ] <sup>th</sup> Percentile	[ ]%
Maximum Level Performance	[ ] <sup>th</sup> Percentile or above	[ ]%

Performance Multipliers shall be determined by linear interpolation for achievement falling between the above percentile ranks provided, that there shall be no interpolation for achievement that is less than Threshold Level Performance (and zero DRUs in respect of such performance metric will vest in such case) and the maximum number of DRUs that may vest in respect of any performance metric is the Target DRU Award multiplied by [ ]%.

**APPENDIX A  
TO  
THE CARLYLE GROUP L.P.  
GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT**

***Terms and Conditions***

This Appendix A includes additional terms and conditions that govern the Award of deferred restricted Common Units (“DRUs”) granted to the Participant under The Carlyle Group L.P. 2012 Equity Incentive Plan (the “Plan”) if the Participant works and resides in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or Award Agreement and have the meanings set forth therein.

***Notifications***

This Appendix A also includes information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to the Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2019. Such laws are often complex and change frequently. As a result, the Partnership strongly recommends that the Participant not rely on the information noted in this Appendix A as the only source of information relating to the consequences of the Participant’s participation in the Plan because the information may be out of date by the time the Participant vests in the DRUs or sells Common Units acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant’s particular situation, and the Partnership is not in a position to assure the Participant of a particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in the Participant’s country may apply to the Participant’s situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Participant, and the Partnership shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to the Participant.

**UNITED STATES**

There are no country-specific provisions.

**THE CARLYLE GROUP L.P.  
2012 EQUITY INCENTIVE PLAN**

**FORM OF GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT  
FOR CO-CHIEF EXECUTIVE OFFICERS  
(Performance-Vesting)**

*Participant:*

*Date of Grant: February 6, 2018*

*Number of DRUs: 1,250,000*

1. Grant of DRUs. The Carlyle Group L.P. (the “Partnership”) hereby grants the number of deferred restricted Common Units (the “DRUs”) listed above to the Participant (the “Award”), effective as of February 6, 2018 (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 L.P. 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 DRU represents the unfunded, unsecured right of the Participant to receive a Common Unit 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 have the meaning set forth in the Employment Agreement.
- b. “Change of Control” shall have the meaning set forth in the Employment Agreement.
- c. “Disability” shall mean the Participant’s incapacitation as described in Section 5.b.i. of the Employment Agreement.
- d. “Employment Agreement” shall mean the Employment Agreement by and between Participant and Employer dated October 23, 2017.
- e. “Exhibit A” shall mean the respective Exhibit A corresponding to each Tranche, as set forth in Section 4(a) below, which Exhibit shall set forth the performance metrics for each Tranche and shall be delivered to the Participant at the beginning of the corresponding Performance Period, but in no event later than 60 days following the first day of the Performance Period. For the avoidance of doubt, Exhibit A-1 relates specifically to Tranche 1 and subsequent Exhibits A-2, A-3, A-4 and A-5 shall relate to

Tranches 2, 3, 4 and 5, respectively, and shall be provided in accordance with the foregoing sentence.

- f. “Good Reason” shall have the meaning set forth in the Employment Agreement.
- g. “Performance Multiplier” shall mean the relevant multiplier, between 0% and 200%, applied to the Target DRU Award based on actual performance of the relevant performance metrics applicable to each respective Performance Period, as shall be set forth on the relevant Exhibit A.
- h. “Performance Period” shall mean January 1 through December 31 of the year applicable to each Tranche, as set forth below in Section 4(a).
- i. “Qualifying Event” shall mean, during the Participant’s Services with the Partnership and its Affiliates, the Participant’s death or Disability.
- j. “Restrictive Covenant Agreement” shall mean any agreement, and any attachments or schedules thereto, entered into by and between the Participant and the Partnership or its Affiliates, pursuant to which the Participant has agreed, among other things, to certain restrictions relating to non-competition (if applicable), non-solicitation and/or confidentiality, in order to protect the business of the Partnership and its Affiliates.
- k. “Special Vesting Event” shall mean, during Participant’s Services with the Partnerships and its Affiliates, (i) the termination of the Participant’s Services without Cause or by the Participant for Good Reason or (ii) if the term of the Employment Agreement ends on December 31, 2022 and the Participant’s Services have not previously terminated for any reason, the termination of the Participant’s Services for any reason other than due to Cause following such term expiration (provided, in each case, that at the time of the relevant termination the Employer did not have grounds to terminate the Participant’s employment for Cause) (the Special Vesting Event in this clause (ii), the “Tranche 5 Vesting Event”).
- l. “Target DRU Award” shall mean for each Tranche set forth in Section 4(a), the target number of DRUs that are eligible to vest pursuant to Exhibit A.
- m. “Tranche” shall mean Target numbers of DRUs eligible to vest with respect to each respective Performance Period.
- n. “Vested DRUs” shall mean those DRUs which have become vested (x) determined by multiplying a Target DRU Award by the applicable Performance Multiplier for the corresponding Performance Period pursuant to the relevant Exhibit A or (y) otherwise pursuant to the Plan.

For the avoidance of doubt, the Vested DRUs may be a number lesser than or greater than the Target DRU Award for each Tranche.

- o. “Vesting Date” shall mean, with respect to each Tranche, the day on which the Board of Directors 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 Partnership’s fourth quarter results for the corresponding Performance Period.

### 3. Vesting.

(a) *Vesting – General*. Subject to the Participant’s continued Services with the Partnership and its Affiliates through each respective Vesting Date, on such Vesting Date, a number of DRUs subject to the Target DRU Award (which number may be lesser than or greater than the Target DRU Award) shall vest and become Vested DRUs based on the attainment of the performance metrics and the applicable Performance Multiplier set forth on Exhibit A.

(b) *Vesting – Qualifying Event*. Upon the occurrence of a Qualifying Event, the Target DRU Awards for any Tranches with uncompleted Performance Periods (to the extent not previously vested or forfeited) shall vest in an amount equal to the product of (x) the Target DRU Award multiplied by (y) a Performance Multiplier equal to 100% upon the date of such Qualifying Event.

(c) *Vesting – Special Vesting Event*. Upon the occurrence of a Special Vesting Event occurring prior to the final Vesting Date, then a portion of the DRUs will vest on the next scheduled Vesting Date following such Special Vesting Event in an amount equal to the sum of (x) with respect to the Tranche scheduled to vest on such next scheduled Vesting Date, either (A) the Target DRU Award with respect to a Special Vesting Event other than a Tranche 5 Vesting Event or (B) the Target DRU Award multiplied by the actual Performance Multiplier set forth in Exhibit A-5 with respect to a Tranche 5 Vesting Event *plus* (y) if the Special Vesting Event occurs prior to February 1, 2022, the Additional Vested Amount, as defined below. As used herein, the term “Additional Vested Amount” means either (A) the Target DRU Award with respect to an additional full Tranche, if the Special Vesting Event occurs in January or (B) a pro-rated portion of the Target DRUs in a Tranche, equal to the product of 20,834 multiplied by the number of full months from January 1 of the year in which such Special Vesting Event occurs to the Special Vesting Event, if the Special Vesting Event occurs in any month other than January. Notwithstanding the forgoing, in the event that the Special Vesting Event as described above occurs on or after a Change of Control, then the term Additional Vested Amount shall mean the sum of (A) the Target DRU Award with respect to an additional full Tranche *plus* (B) if the Special Vesting Event occurs prior to February 1, 2021, the amount that would constitute the Additional Vested Amount under the immediately preceding sentence in the absence of a Change of Control. The special vesting described herein in connection with a Special Vesting Event shall be contingent

upon the Participant's timely execution of a release of claims in accordance with Section 6 of the Employment Agreement and the Participant's continued compliance with any applicable Restrictive Covenant Agreement.

(d) *Vesting – Other Terminations.* Except as otherwise set forth in Section 3(b) and 3(c), in the event the Participant's Services with the Partnership and its Affiliates are terminated for any reason (including but not limited to, the termination of the Participant's Services by the Participant without Good Reason), the portion of the Award that has not yet vested pursuant to Section 3(a), 3(b) or 3(c) hereof (or otherwise pursuant to the Plan) shall be canceled 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 7(j) hereof.

#### 4. Vesting and Delivery Dates.

(a) *Delivery – General.* The Partnership shall, as soon as practicable following each Vesting Date, but in each case, prior to the first Common Unit distribution record date following a Vesting Date, deliver (or cause delivery to be made) to the Participant the Common Units underlying the Vested DRUs that vest and become Vested DRUs on such Vesting Date. The general terms with respect to the DRUs are set forth in the table below.

<u>Tranche</u>	<u>Performance Period</u>	<u>Target DRU Award</u>	<u>Performance Measurement Exhibit</u>
Tranche 1	January 1, 2018 – December 31, 2018	250,000	A-1
Tranche 2	January 1, 2019 – December 31, 2019	250,000	A-2
Tranche 3	January 1, 2020 – December 31, 2020	250,000	A-3
Tranche 4	January 1, 2021 – December 31, 2021	250,000	A-4
Tranche 5	January 1, 2022 – December 31, 2022	250,000	A-5

(b) *Delivery – Qualifying Event.* Upon the occurrence of a Qualifying Event, the Partnership shall, within 30 days following the date of such event, deliver (or cause delivery of) Common Units to the Participant in respect of 100% of the DRUs which vest and become Vested DRUs on such date.

(c) *Delivery – Special Vesting Event.* Following the occurrence of a Special Vesting Event, the Participant shall remain entitled to receive delivery of the Common Units at the normal delivery time set forth under Section 4(a) above (i.e., prior to the first Common Unit distribution record date following a Vesting Date).



(d) *Delivery – Resignation without Good Reason.* In the event the Participant's Services with the Partnership and its Affiliates are terminated by the Participant without Good Reason, the Partnership shall within 30 days following the date of such termination, deliver (or cause delivery of) Common Units to the Participant in respect of any then outstanding Vested DRUs.

(e) *Forfeiture – Cause Termination or Breach of Restrictive Covenants.* Notwithstanding anything to the contrary herein, upon the termination of the Participant's employment by the Partnership or any of its Affiliates for Cause or upon the Participant's breach of any of the restrictive covenants contained within an applicable Restrictive Covenant Agreement, all outstanding DRUs (whether or not vested) shall immediately terminate and be forfeited without consideration and no further Common Units with respect of the Award shall be delivered to the Participant or to the Participant's legal representative, beneficiaries or heirs. Without limiting the foregoing, to the extent permitted under applicable law, any Common Units 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 termination for Cause or such breach, shall also immediately terminate and be forfeited without consideration.

5. No Dividends or Distributions on DRUs. No dividends or other distributions shall accrue or become payable with respect to any DRUs prior to the date upon which the Common Units underlying the DRUs are issued or transferred to the Participant.

6. Adjustments Upon Certain Events; Change of Control.

(a) *Adjustments Upon Certain Events.* The Administrator shall make certain substitutions or adjustments to any DRUs subject to this Award Agreement pursuant to Section 9 of the Plan.

(b) *Change of Control.* Promptly following the consummation of a Change of Control, the Participant and the Partnership shall negotiate in good faith and agree on a framework or methodology for determining the future performance metrics applicable to the DRUs for each Tranche following such Change of Control (or an alternative structure of such Awards) to preserve the Change of Control performance metrics that provide for a reasonable opportunity to achieve threshold, target and maximum level performance that is substantially similar to the opportunity to achieve threshold, target and maximum level of performance in place immediately prior to the Change of Control.

7. Nature of Grant. In accepting the grant, the Participant acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Partnership, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Partnership, at any time, to the extent permitted by the Plan;

(b) the grant of the DRUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of DRUs, or benefits in lieu of DRUs, even if DRUs have been granted in the past;

(c) all decisions with respect to future DRUs or other grants, if any, will be at the sole discretion of the Partnership;

(d) the granting of the DRUs evidenced by this Award Agreement shall impose no obligation on the Partnership or any Affiliate to continue the Services of the Participant and shall not lessen or affect the Partnership's or its Affiliate's right to terminate the Services of such Participant;

(e) the Participant is voluntarily participating in the Plan;

(f) the DRUs and the Common Units subject to the DRUs, and the income from and value of same, are not intended to replace any pension rights or compensation;

(g) the DRUs and the Common Units subject to the DRUs, 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) unless otherwise agreed with the Partnership, the DRUs and the Common Units subject to the DRUs, 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;

(i) the future value of the underlying Common Units is unknown, indeterminable and cannot be predicted with certainty;

(j) in the event of termination of the Participant's Services for any reason, except as set forth in Sections 3(b), 3(c), 4(b) and 4(c) (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 Partnership, the Participant's right to vest in the DRUs 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 DRUs grant (including whether the Participant may still be considered to be providing Services while on an approved leave of absence); and

(k) in addition to the provisions above in this Section 7, 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 DRUs resulting from termination of the Participant's Services as set forth in Section 3(d) or 4(e) 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 DRUs, the Participant agrees not to institute any claim against the Partnership or any Affiliate;

(ii) the DRUs and the Common Units subject to the DRUs are not part of normal or expected compensation or salary for any purpose; and

(iii) neither the Partnership 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 DRUs or of any amounts due to the Participant pursuant to the settlement of the DRUs or the subsequent sale of any Common Units acquired upon settlement.

8. **No Advice Regarding Grant.** The Partnership is not providing any tax, legal or financial advice, nor is the Partnership making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Common Units. 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.

9. **Data Privacy Information and Consent.** *The Partnership is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 U.S.A. and grants employees of the Partnership and its Affiliates DRUs, at the Partnership's sole discretion. If the Participant would like to participate in the Plan, please review the following information about the Partnership's data processing practices and declare the Participant's consent.*

***(a) Data Collection and Usage: The Partnership 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 Partnership units or directorships held in the Partnership, and details of all DRUs, canceled, vested, or outstanding in the Participant's favor, which the Partnership receives from the Participant or the Employer. If the Partnership offers the Participant a grant of DRUs under the Plan, then the Partnership will collect the Participant's personal data for purposes of allocating stock and implementing, administering and managing the Plan. The Partnership'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 Partnership transfers participant data to Morgan Stanley, an independent service provider based in the United States, which assists the Partnership with the implementation, administration***

and management of the Plan. In the future, the Partnership may select a different service provider and share the Participant's data with another company that serves in a similar manner. The Partnership's service provider will open an account for the Participant to receive and trade Common Units. 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 Partnership 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. For example, the European Commission has issued a limited adequacy finding with respect to the United States that applies only to the extent companies register for the EU-U.S. Privacy Shield program, which is open to companies subject to Federal Trade Commission jurisdiction and which the Partnership does not participate in. The Partnership's legal basis for the transfer of the Participant's personal data is his or her consent.

(d) **Data Retention:** The Partnership 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. When the Partnership no longer needs the Participant's personal data, which will generally be seven years after the Participant is granted DRUs under the Plan, the Partnership will remove it from its systems. If the Partnership keeps the data longer, it would be to satisfy legal or regulatory obligations and the Partnership's legal basis would be relevant law or regulations.

(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 Partnership processes, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing, (v) portability of data, (vi) to 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 Partnership at The Carlyle Group, LP, 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.***

10. **No Rights of a Holder of Common Units.** Except as otherwise provided herein, the Participant shall not have any rights as a holder of Common Units until such Common Units have been issued or transferred to the Participant.

11. **Restrictions.** Any Common Units issued or transferred to the Participant or to the Participant's beneficiary pursuant to Section 4 of this Award Agreement (including, without limitation, following a Qualifying Event or Special Vesting Event) 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 Common Units 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 Partnership to make appropriate reference to such restrictions. Without limiting the generality of the foregoing, a Participant's ability to sell or transfer the Common Units 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 Partnership or of any of its Affiliates.

12. **Transferability.** Unless otherwise determined or approved by the Administrator, no DRUs 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 12 shall be void and unenforceable against the Partnership or any Affiliate.

13. **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 13):

(a) If to the Partnership, to:

The Carlyle Group L.P.  
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 Partnership or any Affiliate.

14. Withholding. The Participant acknowledges that he or she may be required to pay to the Partnership or, if different, an Affiliate that employs the Participant (the "Employer"), and that the Partnership, 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 Partnership or the Employer as a result of the Participant's participation in the Plan but are deemed by the Partnership 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 Partnership to satisfy all obligations for the payment of such Tax-Related Items. The Participant further acknowledges that the Partnership 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 DRUs, including, but not limited to the grant or vesting of the DRUs and the subsequent sale of Common Units acquired upon settlement of the Vested DRUs; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the DRUs 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 Partnership 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 Partnership prior to an applicable Vesting Date. Additionally, the Participant authorizes the Partnership and/or the Employer to satisfy the obligations with regard to all Tax-Related Items by withholding from proceeds of the sale of Common Units acquired upon settlement of the Vested DRUs either through a voluntary sale or through a mandatory sale arranged by the Partnership (on the Participant's behalf pursuant to this authorization). Depending on the withholding method, the Partnership and/or the Employer may withhold or account for the Tax-Related Items by considering minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the Participant may receive a refund of any over-withheld amount in cash through the Employer's normal payroll process and will have no entitlement to the Common Unit equivalent. The Participant acknowledges that, regardless of any action taken by the Partnership, 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 actually withheld by the Partnership or the Employer. The Partnership may refuse to issue or deliver the Common Units or the proceeds from the sale of Common Units, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

15. 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.

16. 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.

17. 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 DRUs and Common Units 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.

18. Entire Agreement. This Award Agreement contains the entire understanding between the parties with respect to the DRUs granted hereunder (including, without limitation, the vesting and delivery schedules described herein and in the Appendix), and hereby replaces and supersedes any prior communication and arrangements between the Participant and the Partnership 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 Partnership or any of its Affiliates, unless otherwise explicitly provided for in any other agreement that the Participant has entered into with the Partnership 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.

19. Modifications. Notwithstanding any provision of this Award Agreement to the contrary, the Partnership 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 Common Units to the Participant hereunder, to the extent such modification is determined by the Partnership to be necessary to comply with applicable law or preserve the intended deferral of income recognition with respect to the DRUs until the issuance or transfer of Common Units hereunder.

20. 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.

21. Electronic Delivery. The Partnership 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 Partnership or a third party designated by the Partnership.

22. 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 Common Units, the Partnership shall not be required to deliver any Common Units issuable upon settlement of the DRUs prior to the completion of any registration or qualification of the Common Units 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 Partnership shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Partnership is under no obligation to register or qualify the Common Units 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 Common Units. Further, the Participant agrees that the Partnership 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 Common Units.

23. Language. 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.

24. 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.

25. Appendix. Notwithstanding any provisions in this Award Agreement, the DRUs grant shall be subject to any special terms and conditions set forth in Appendix A to this Award Agreement for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Appendix A, any special terms and conditions for such country will apply to the Participant, to the extent the Partnership 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.

26. Imposition of Other Requirements. The Partnership reserves the right to impose other requirements on the Participant's participation in the Plan, on the DRUs and on any Common Units acquired under the Plan, to the extent the Partnership 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.

27. Waiver. The Participant acknowledges that a waiver by the Partnership 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.

28. 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 Common Units 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 Common Units or rights to Common Units (e.g., DRUs) under the Plan during such times as Participant is considered to have "inside information" regarding the Partnership (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 Partnership 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 DRUs under the Plan or cash received from participating in the Plan (including sales proceeds arising from the sale of Common Units) 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 is responsible for ensuring compliance with such regulations and should speak with his or her personal legal advisor regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement<sup>(1)</sup>.

**THE CARLYLE GROUP L.P.**

By: Carlyle Group Management L.L.C., its general partner

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 Partnership in lieu of any required signatures to this Award Agreement.

**EXHIBIT A-[ ]****VESTING TERMS FOR TRANCHE [ ]**

The Tranche [ ] DRUs granted pursuant to this Agreement shall be eligible to vest pursuant to the terms described in this Exhibit A-[ ], based on the Partnership's [Performance Metrics] for the Performance Period, as set forth below, in each case, subject to adjustment to exclude the effects of extraordinary, unusual or infrequently occurring events.

**I. Definitions.** Capitalized terms not otherwise defined in the Plan or the Agreement have the following meanings:

- a. [Performance Metrics]
- b. "Performance Period" means \_\_\_\_\_ through \_\_\_\_\_.
- c. "Weighting Multiplier" means the relative performance weighting associated with each performance metric listed below, as a percentage of the total Tranche [ ] Target DRU Award.

**II. Vesting.** Subject to the Participant's continued Services with the Partnership and its Affiliates through the Vesting Date with respect to the Tranche [ ] DRUs (other than as may be set forth in the Agreement), on such Vesting Date, a number of Tranche [ ] DRUs shall vest in an amount equal to the product of (1) the Tranche [ ] Target DRU Award (i.e., 250,000 Common Units), (2) the applicable Performance Multiplier and (3) the applicable Weighting Multiplier, each as determined below (with such amount calculated separately for each of the three performance metrics listed below and the resulting sum of such amounts constituting the total Vested DRUs in respect of Tranche [ ]). Any DRUs that do not become vested in accordance with this Exhibit A-[ ] shall, effective as of the Vesting Date, be forfeited by the Participant without consideration.

**[Performance Metric]**

<b>Performance Level</b>	<b>[Performance Metric]</b>	<b>Performance Multiplier</b>	<b>Weighting Multiplier</b>
Below Threshold Level Performance		0%	N/A
Threshold Level Performance		50%	
Target Level Performance		100%	
Maximum Level Performance		200%	

**[Performance Metric]**

<b>Performance Level</b>	<b>[Performance Metric]</b>	<b>Performance Multiplier</b>	<b>Weighting Multiplier</b>
Below Threshold Level Performance		0%	N/A
Threshold Level Performance		50%	
Target Level Performance		100%	
Maximum Level Performance		200%	

**[Performance Metric]**

<b>Performance Level</b>	<b>[Performance Metric]</b>	<b>Performance Multiplier</b>	<b>Weighting Multiplier</b>
Below Threshold Level Performance		0%	N/A
Threshold Level Performance		50%	
Target Level Performance		100%	
Maximum Level Performance		200%	

Performance Multipliers shall be determined by linear interpolation for achievement falling between the above percentages; provided, that there shall be no interpolation for achievement that is less than Threshold Level Performance (and zero DRUs in respect of such performance metric will vest in such case) and the maximum number of DRUs that may vest in respect of any performance metric is the Target DRU Award multiplied by 200%, multiplied by the applicable Weighting Multiplier for such performance metric.

[Notwithstanding the foregoing, in the event that the volume weighted average price of the Common Units over the [ ] consecutive trading-day period ending \_\_\_\_\_, as reflected on the NASDAQ Stock Market (the "Tranche [ ] VWAP"), is less than or equal to \_\_\_\_\_, the total number of Tranche [ ] DRUs that vest shall not exceed 150% of the Tranche \_\_ Target DRU Award (the "VWAP Cap"). In the event that the Tranche [ ] VWAP is greater than [\$\_\_\_\_], then the VWAP Cap shall not apply and the foregoing sentence shall have no effect.]

**APPENDIX A  
TO  
THE CARLYLE GROUP L.P.  
GLOBAL DEFERRED RESTRICTED COMMON UNIT AGREEMENT**

***Terms and Conditions***

This Appendix A includes additional terms and conditions that govern the Award of deferred restricted Common Units (“DRUs”) granted to the Participant under The Carlyle Group L.P. 2012 Equity Incentive Plan (the “Plan”) if the Participant works and resides in one of the countries listed below. Capitalized terms used but not defined in this Appendix A are defined in the Plan and/or Award Agreement and have the meanings set forth therein.

***Notifications***

This Appendix A also includes information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to the Participant’s participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2018. Such laws are often complex and change frequently. As a result, the Partnership strongly recommends that the Participant not rely on the information noted in this Appendix A as the only source of information relating to the consequences of the Participant’s participation in the Plan because the information may be out of date by the time the Participant vests in the DRUs or sells Common Units acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant’s particular situation, and the Partnership is not in a position to assure the Participant of a particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in the Participant’s country may apply to the Participant’s situation.

Finally, the Participant understands that if he or she is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment after the Date of Grant, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Participant, and the Partnership shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to the Participant.

**UNITED STATES**

There are no country-specific provisions.

I, Kewsong Lee, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2019 of The Carlyle Group L.P.;
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 1, 2019

/s/ Kewsong Lee

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Kewsong Lee

Co-Chief Executive Officer

Carlyle Group Management L.L.C.

(Co-Principal Executive Officer)

I, Glenn A. Youngkin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2019 of The Carlyle Group L.P.;
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 1, 2019

/s/ Glenn A. Youngkin

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Glenn A. Youngkin

Co-Chief Executive Officer

Carlyle Group Management L.L.C.

(Co-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, 2019 of The Carlyle Group L.P.;
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 1, 2019

/s/ Curtis L. Buser

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Curtis L. Buser

Chief Financial Officer

Carlyle Group Management L.L.C.

(Principal Financial Officer)



**Certification of the Co-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 L.P. (the "Company") on Form 10-Q for the quarter ended March 31, 2019 filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kewsong Lee, Co-Chief Executive Officer of Carlyle Group Management L.L.C., the general partner 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/ Kewsong Lee

\_\_\_\_\_  
Kewsong Lee  
Co-Chief Executive Officer  
Carlyle Group Management L.L.C.

Date: May 1, 2019

\* 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 Co-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 L.P. (the "Company") on Form 10-Q for the quarter ended March 31, 2019 filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Glenn A. Youngkin, Co-Chief Executive Officer of Carlyle Group Management L.L.C., the general partner 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/ Glenn A. Youngkin

\_\_\_\_\_  
Glenn A. Youngkin

Co-Chief Executive Officer

Carlyle Group Management L.L.C.

Date: May 1, 2019

\* 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 L.P. (the "Company") on Form 10-Q for the quarter ended March 31, 2019 filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Curtis L. Buser, Chief Financial Officer of Carlyle Group Management L.L.C., the general partner 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

Carlyle Group Management L.L.C.

Date: May 1, 2019

\* 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.