

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

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2021

Commission file number **000-32191**

**T. ROWE PRICE GROUP, INC.**

(Exact name of registrant as specified in its charter)

**Maryland**

State of incorporation

**52-2264646**

IRS Employer Identification No.

**100 East Pratt Street, Baltimore, Maryland 21202**  
Address, including zip code, of principal executive offices

**(410) 345-2000**

Registrant's telephone number, including area code

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

**Common stock, \$20 par value per share**

(Title of class)

**TROW**

(Ticker symbol)

**The NASDAQ Stock Market LLC**

(Name of exchange on which registered)

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.  **Yes**  **No**

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.  **Yes**  **No**

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, 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 Regulations S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period 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, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Non-accelerated filer (do not check if smaller reporting company)		Emerging growth company	<input type="checkbox"/>

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

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

The aggregate market value of the common equity (all voting) held by non-affiliates (excludes executive officers and directors) computed using \$197.97 per share (the NASDAQ Official Closing Price on June 30, 2021, the last business day of the registrant's most recently completed second fiscal quarter) was \$44.6 billion.

The number of shares outstanding of the registrant's common stock as of the latest practicable date, February 22, 2022, is 228,093,290.

DOCUMENTS INCORPORATED BY REFERENCE: Certain portions of the registrant's Definitive Proxy Statement for the 2022 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A of the general rules and regulations under the Act, are incorporated by reference into Part III of this report.

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## PART I

### Item 1. Business.

T. Rowe Price Group, Inc. is a financial services holding company that provides global investment management services through its subsidiaries to investors worldwide. We provide an array of U.S. mutual funds, subadvised funds, separately managed accounts, collective investment trusts, and other T. Rowe Price products. The other

T. Rowe Price products include: open-ended investment products offered to investors outside the U.S. and products offered through variable annuity life insurance plans in the U.S. We also provide certain investment advisory clients with related administrative services, including distribution, mutual fund transfer agent, accounting, and shareholder services; participant recordkeeping and transfer agent services for defined contribution retirement plans; brokerage; trust services; and non-discretionary advisory services through model delivery. We are focused on delivering global investment management excellence to help clients around the world achieve their long-term investment goals.

The late Thomas Rowe Price, Jr., founded our firm in 1937, and the common stock of T. Rowe Price Associates, Inc. was first offered to the public in 1986. The T. Rowe Price Group, Inc. corporate holding company structure was established in 2000.

On December 29, 2021, we completed our acquisition of Oak Hill Advisors, L.P., a leading alternative credit manager, and other entities that had common ownership (collectively, "OHA"). We acquired 100% of the equity interests of Oak Hill Advisors, L.P., 100% of the equity interests in entities that make co-investments in certain affiliated private investment funds (the "co-investment entities") and a majority of the equity interests in entities that have interests in general partners of affiliated private investment funds and are entitled to a disproportionate allocation of income (the "carried interest entities") for upfront purchase consideration of \$3.4 billion in a combination of cash and T. Rowe Price Group, Inc. common stock. The upfront purchase consideration included the retirement of \$217.1 million of OHA debt. In addition, the consideration may be increased by up to an incremental \$900.0 million in cash as part of an earnout payment starting in early 2025 and ending in early 2027, upon satisfying or exceeding certain defined revenue targets. These defined revenue targets are evaluated on a cumulative basis beginning at the end of 2024, with the ability to extend two additional years if the defined revenue targets are not achieved. The earnout amount will be subject to a proportional reduction if OHA's actual revenue at the end of the earnout period does not meet the defined revenue targets and could result in no earnout payout if OHA's actual revenue falls below 75% of the defined revenue targets.

The acquisition of OHA included \$57 billion of capital under management, of which \$47 billion of fee-basis assets under management was added to our assets under management as of the date of the acquisition. The acquisition accelerates our expansion into alternative investment markets and complements our existing global platform and ongoing strategic initiatives in our core investments and distribution capabilities. Alternative credit strategies continue to be in demand from institutional and retail investors across the globe seeking attractive yields and risk-adjusted returns.

Over its more than 30-year history, OHA has generated attractive risk-adjusted returns across numerous market cycles. Its fully integrated team specializes in private, distressed, special situations, liquid, and structured credit and real asset strategies in North America, Europe and other geographies. OHA manages private investment funds, collateralized loan obligations ("CLOs") and other private accounts on behalf of a global, largely institutional client base. OHA has over 300 employees with headquarters in New York and primary offices in London, Sydney, Hong Kong, Luxembourg, Fort Worth, and San Francisco.

#### **Core Capabilities**

Our core capabilities have enabled us to deliver excellent operating results since our initial public offering. We maintain a strong corporate culture that is focused on delivering strong long-term investment performance and world-class service to our clients. We distribute our broad array of active investment strategies through a diverse set of distribution channels and vehicles to meet the needs of our clients globally. Our ongoing financial strength and discipline has allowed us to take advantage of attractive growth opportunities and invest in key capabilities. Our strategic investments have been focused on increasing our investment professional headcount globally, expanding our product offerings, expanding our global distribution footprint to strengthen our regional relationships and brand, and investing in new technology and the core infrastructure of the firm.

The industry in which we operate has been evolving quickly and a number of headwinds have arisen over the last few years, including passive investments taking market share from traditional active strategies; continued downward fee pressure; demand for new investment vehicles to meet client needs; capacity challenges with some of our mutual funds and portfolios and an ever-changing regulatory landscape.

Despite the headwinds, we believe there are significant opportunities that align to our core capabilities. As such, we have been responding with several multi-year initiatives that are designed to strengthen our long-term competitive position and to:

- Maintain our position as a premier active asset manager, delivering durable value to clients.
- Build T. Rowe Price into a more globally diversified asset manager.
- Extend and leverage our retirement expertise globally while becoming an ever more integrated investment solutions provider.
- Embed best practices for sustainability and environmental, social and corporate governance throughout the company.
- Expand our investment capabilities and product offerings, including through our acquisition of OHA.
- Maintain strong processes and internal controls, which is increasingly important with growing business complexity and regulation.
- Remain a destination of choice for top talent, with a culture of diversity, inclusivity, empowerment, accountability and collaboration.
- Deliver strong financial results and balance sheet strength for our stockholders over the long term.

### **Financial Overview / Assets Under Management**

During 2021, we derived the vast majority of our consolidated net revenues and net income from investment advisory services provided by our subsidiaries, primarily T. Rowe Price Associates and T. Rowe Price International Ltd. Beginning in 2022, investment advisory services provided to OHA-affiliated investment products and vehicles will be included in consolidated net revenues and net income. Previously, in November 2020, we announced our plan to establish T. Rowe Price Investment Management, a separate SEC-registered investment advisor, to support our continued focus on generating strong investment results for clients. T. Rowe Price Investment Management is anticipated to begin operations in March 2022. Subsequent to this date, services related to this investment advisor will be included in our consolidated net revenue and net income.

Our revenues depend largely on the total value and composition of our assets under management. Accordingly, fluctuations in financial markets and in the composition of assets under management impact our revenues and results of operations.

At December 31, 2021, we had \$1,687.8 billion in assets under management, including \$871.4 billion in U.S. mutual funds, \$437.1 billion in subadvised funds and separately managed accounts (including \$10.9 billion of OHA separate accounts), \$343.3 billion in collective investment trusts and other T. Rowe Price products, and \$36.0 billion in private investment funds and CLOs. The acquisition of OHA completed on December 29, 2021 included \$57 billion of capital under management (which includes net assets value, portfolio value and/or unfunded capital), of which \$46.9 billion of fee-basis assets under management are included in our assets under management as of December 31, 2021.

Assets under management increased \$217.3 billion from the end of 2020. This increase was primarily driven by market appreciation and income, net of distributions not reinvested, of \$198.9 billion and fee-basis assets under management of \$46.9 billion that was acquired in the OHA acquisition. These increases were partially offset by net cash outflows of \$28.5 billion for 2021.

The following tables show our assets under management by vehicle, asset class, distribution channel, and account type:

(in billions)	2021	2020
<b>Assets under management by vehicle</b>		
U.S. mutual funds	\$ 871.4	\$ 794.6
Subadvised and separately managed accounts	437.1	400.1
T. Rowe Price collective investment trusts and other sponsored investment products:		
Collective investment trusts	258.3	199.6
Stable value, variable annuity products, and exchange-traded funds	29.1	28.0
SICAVs and other sponsored funds regulated outside the U.S.	55.9	48.2
Total T. Rowe Price collective investment trusts and other sponsored investment products	343.3	275.8
Affiliated private investment funds and CLOs	36.0	—
<b>Total assets under management</b>	<b>\$ 1,687.8</b>	<b>\$ 1,470.5</b>
<b>Assets under management by asset class</b>		
Equity	\$ 992.7	\$ 895.8
Fixed income, including money market	175.7	168.7
Multi-Asset <sup>(1)</sup>	477.7	406.0
Alternatives <sup>(2)</sup>	41.7	—
<b>Total assets under management</b>	<b>\$ 1,687.8</b>	<b>\$ 1,470.5</b>
<b>Assets under management by distribution channel</b>		
Global financial intermediaries <sup>(3)</sup>	\$ 876.5	\$ 765.4
Global institutions <sup>(3)(4)</sup>	403.8	335.9
Individual U.S. investors on a direct basis	244.8	221.7
U.S. retirement plan sponsors - full service recordkeeping	162.7	147.5
<b>Total assets under management</b>	<b>\$ 1,687.8</b>	<b>\$ 1,470.5</b>
<b>Assets under management by account type<sup>(5)</sup></b>		
Defined contribution retirement assets:		
Defined contribution - investment only	\$ 557.1	\$ 484.6
Defined contribution - full-service recordkeeping	162.6	147.5
Total defined contribution retirement assets	719.7	632.1
Deferred annuity and direct retail retirement assets	382.4	305.0
Total defined contribution, deferred annuity, and direct retail retirement assets	1,102.1	937.1
Other	585.7	533.4
<b>Total assets under management</b>	<b>\$ 1,687.8</b>	<b>\$ 1,470.5</b>

<sup>(1)</sup>The underlying assets under management of the multi-asset portfolios have been aggregated and presented in this category and not reported in the equity and fixed income rows.

<sup>(2)</sup>The alternatives asset class includes strategies authorized to invest more than 50% of its holdings in private credit, leveraged loans, mezzanine, real assets/CRE, structured products, stressed / distressed, non-investment grade CLOs, special situations, or have absolute return as its investment objective. Generally, only those strategies with longer than daily liquidity are included.

<sup>(3)</sup>Includes Americas, Europe, Middle East and Africa ("EMEA"), and Asia Pacific ("APAC").

<sup>(4)</sup>Includes T. Rowe Price investments in proprietary products, assets of the T. Rowe Price employee benefit plans, Private Asset Management accounts, and other as well as OHA products.

<sup>(5)</sup>The 2020 amounts have been reclassified to conform with the 2021 presentation.

In 2021, our target date retirement products experienced net cash inflows of \$11.3 billion. The assets under management in our target date retirement products totaled \$391.1 billion at December 31, 2021, or 23.2% of our managed assets at December 31, 2021, compared with 22.6% at the end of 2020.

Additional information concerning our assets under management, results of operations, and financial condition during the past three years is contained in the Management's Discussion and Analysis of Financial Condition and Results of Operations in Part II, Item 7, as well as our consolidated financial statements, which are included in Item 8 of this Form 10-K.

**INVESTMENT MANAGEMENT SERVICES.**

**Distribution Channels and Products**

We distribute our products across three broad geographical regions: Americas; Europe, Middle East and Africa ("EMEA"); and Asia Pacific ("APAC"). We service clients in 50 countries around the world. Investors domiciled outside the U.S., including OHA's clients, represented about 10% of total assets under management at the end of 2021.

We accumulate our assets under management from a diversified client base across five primary distribution channels: Americas financial intermediaries, EMEA & APAC financial intermediaries, individual U.S. investors on a direct basis, U.S. retirement plan sponsors for which we provide recordkeeping services, and global institutional investors. The following table outlines the types of products within each distribution channel through which our assets under management are sourced as of December 31, 2021.

<b>Americas financial intermediaries</b>	<b>EMEA &amp; APAC financial intermediaries</b>	<b>Individual U.S. investors on a direct basis</b>	<b>U.S. retirement plan sponsors - full service recordkeeping</b>	<b>Global institutions</b>
U.S. Mutual Funds	SICAVs <sup>(2)</sup> / FCPs <sup>(3)</sup>	U.S. Mutual Funds	U.S. Mutual Funds	U.S. Mutual Funds
Collective Investment Trusts	Australian Unit Trusts ("AUTs")	Separate Accounts	Collective Investment Trusts	Collective Investment Trusts
Subadvised Accounts	OEICs <sup>(4)</sup>	College Savings Plans	Separate Accounts	SICAVs <sup>(2)</sup> / FCPs <sup>(3)</sup>
Managed Accounts / Model Delivery	Subadvised Accounts	Model Portfolios <sup>(6)</sup>		Separate / Subadvised Accounts
Model Portfolios <sup>(1)</sup>	Japanese ITMs <sup>(5)</sup>	Active Exchange-Traded Funds		Canadian Pooled Funds
College Savings Plans	Managed Accounts / Model Delivery			Japanese ITMs <sup>(5)</sup>
Canadian Pooled Funds				Private Funds
Active Exchange-Traded Funds				

<sup>(1)</sup> Mutual fund models delivered to a third-party program sponsor, <sup>(2)</sup>Société d'Investissement à Capital Variable (Luxembourg), <sup>(3)</sup>Fonds Commun de Placement (Luxembourg), <sup>(4)</sup>Open-Ended Investment Company (U.K.), <sup>(5)</sup>Japanese Investment Trust Management Funds, <sup>(6)</sup>Provided through our ActivePlus and Retirement Advisory Service Portfolios.

**Investment Capabilities**

We manage a broad range of investment strategies in equity, fixed income, multi-asset, and alternatives across sectors, styles and regions. Our strategies are designed to meet the varied and changing needs and objectives of investors and are delivered across a range of vehicles. The alternatives asset class includes strategies authorized to invest more than 50% of its holdings in private credit, leveraged loans, mezzanine, real assets, structured products, stressed / distressed, non-investment grade CLOs, special situations, or have absolute returns as its investment objective. Generally, only those strategies with longer than daily liquidity are included. We also offer specialized advisory services, including management of stable value investment contracts, modeled multi-asset solutions, and a distribution management service for the disposition of equity securities our clients receive from third-party venture capital investment pools.

The following tables set forth our broad investment capabilities as of December 31, 2021.

Equity						
	<i>Growth</i>	<i>Core</i>	<i>Value</i>	<i>Concentrated</i>	<i>Quantitative</i>	<i>Sustainable</i>
<i>U.S.:</i>	All-Cap, Large-Cap, Mid-Cap, Small-Cap, Sectors	Large-Cap, Mid-Cap, Small-Cap	Large-Cap, Mid-Cap, Small-Cap	Large-Cap (Growth & Value)	Large-Cap (Value), Multi-Cap, Small-Cap	Large-Cap (Growth & Value)
<i>Global / International:</i>	All-Cap, Large-Cap, Small-Cap, Sectors, Regional	Large-Cap	Large-Cap, Regional	Large-Cap	Large-Cap (Growth & Value)	All-Cap, Large-Cap

Fixed Income						
	<i>Cash</i>	<i>Low Duration</i>	<i>High Yield / Bank Loans</i>	<i>Government</i>	<i>Securitized</i>	<i>Investment Grade Credit</i>
<i>U.S.:</i>	Taxable Money, Tax-Exempt Money	Stable Value, Short-Term Bond, Short Duration Income, Ultra-Short Term Bond	Credit Opportunities, Floating Rate, US High Yield	US Inflation Protection, US Treasury	Securitized Credit, CLO, GNMA	US Investment Grade
<i>Global / International:</i>	N/R	N/R	Euro High Yield, High Income, Global High Yield	Global Government Bond, Global Government Bond ex-Japan, Global Government Bond High Quality	N/R	Global Investment Grade Corporate, Euro Investment Grade Corporate, Global Impact Credit

N/R - Not relevant

Fixed Income, cont'd				
	<i>Multi-Sector</i>	<i>Dynamic Suite</i>	<i>Emerging Markets</i>	<i>Municipal</i>
<i>U.S.:</i>	QM US Bond, US Core Bond, US Core Plus, US Investment Grade Core, US Total Return	N/R	N/R	Tax-Free High Yield, Intermediate Tax-Free High Yield, Muni Intermediate, Tax-Free Long-Term, Tax-Free Short/Intermediate
<i>Global / International:</i>	Global Multi-Sector, Global Aggregate, International Bond, Euro Aggregate	Dynamic Credit, Dynamic Global Bond, Dynamic Global Bond Investment Grade, Dynamic Emerging Markets Bond	EM Bond, EM Corporate, EM Corporate High Yield, EM Corporate Investment Grade, EM Local Bond, Asia Credit	N/R

N/R - Not relevant

Multi-Asset					
<i>U.S. / Global / International:</i>	Target Date, Custom Target Date	Target Allocation	Global Allocation	Global Income	Managed Volatility
	Custom Solutions	Real Assets	Retirement Income		

Alternatives					
<i>U.S. / Global / International:</i>	Private Credit	Leveraged Loans	Mezzanine	Real Assets / CRE	Structured Products
	Stressed / Distressed	CLOs - non-investment grade	Special Situations		

We employ fundamental and quantitative security analysis in the performance of the investment advisory function through substantial internal equity and fixed income investment research capabilities. We perform original industry and company research using such sources as inspection of corporate activities, management interviews, company-published financials and other information, and field checks with suppliers and competitors in the same industry and particular business sector. Our dedicated, in-house research analysts consider tangible investment factors, such as financial information, valuation, and macroeconomics in tandem with intangible environmental, social, and corporate governance investment factors.

Our research staff operates primarily from offices located in the U.S. and U.K. with additional staff based in Australia, China, Hong Kong, Japan, Singapore, and Switzerland. We also use research provided by brokerage firms and security analysts in a supportive capacity and information received from private economists, political observers, commentators, government experts, and market analysts. Our securities selection process for some investment portfolios is based on quantitative analysis using computerized data modeling.

From time to time, we introduce new strategies, investment vehicles, and other products to complement and expand our investment offerings, respond to competitive developments in the financial marketplace, and meet the changing needs of our investment advisory clients. We will introduce a new investment strategy if we believe that we have the appropriate investment management expertise and that its objective will be useful to investors over a long period. In 2021, we introduced five new strategies and several new share classes of existing strategies.

We typically provide seed capital for new investment products to enable the portfolio manager to begin building an investment performance history in advance of the portfolio receiving sustainable client assets. The length of time we hold our seed capital investment will vary for each new investment product as it is highly dependent on how long it takes to generate cash flows into the product from unrelated investors. We attempt to ensure that the new investment product has a sustainable level of assets from unrelated shareholders before we consider redemption of our seed capital investment in order to not negatively impact the new investment product's net asset value or its investment performance record. At December 31, 2021, we had seed capital investments in our products of \$1.3 billion.

We may also close or limit new investments to new investors across T. Rowe Price investment products in order to maintain the integrity of the investment strategy and to protect the interests of its existing shareholders and investors. At present, the following strategies, which represent about 10% of total assets under management at December 31, 2021, are generally closed to new investors:

Strategy	Year closed
High Yield Bond	2012
U.S. Small-Cap Growth	2013
U.S. Small-Cap Core	2013
Capital Appreciation	2014
Emerging Markets Growth	2018
International Small-Cap Growth	2018

### **Investment Advisory Fees**

We provide investment advisory services through our subsidiaries to the U.S. mutual funds; clients on a subadvised or separately managed account basis; collective investment trusts; and other T. Rowe Price products, including funds offered to investors outside the U.S. and portfolios offered through variable annuity life insurance plans in the U.S.

Nearly 62% of our investment advisory fees are earned from our U.S. mutual funds, while about 38% of our investment advisory fees are earned from our other investment portfolios. Ten of our 185 U.S. mutual funds - Blue Chip Growth, Capital Appreciation, Growth Stock, New Horizons, Mid-Cap Growth, Large-Cap Growth, Health Sciences, International Discovery, Retirement 2030, and Dividend Growth - accounted for approximately 29% of our investment advisory revenues in 2021, and approximately 22% of our assets under management at December 31, 2021. Our largest client account relationship, apart from the U.S. mutual funds, is with a third-party financial intermediary that accounted for about 7% of our investment advisory revenues in 2021.

## U.S. Mutual Funds

At December 31, 2021, assets under our management in the U.S. mutual funds aggregated \$871.4 billion, an increase of 9.7% or \$76.8 billion from the beginning of the year. Investment advisory services are provided to each U.S. mutual fund under individual investment management agreements that grant the fund the right to use the

T. Rowe Price name. The Boards of the respective funds, including a majority of directors who are not interested persons of the funds or of T. Rowe Price Group (as defined in the Investment Company Act of 1940), must approve the investment management agreements annually. Fund shareholders approve material changes to these investment management agreements. Each agreement automatically terminates in the event of its assignment (as defined in the Investment Company Act) and, generally, either party may terminate the agreement without penalty after a 60-day notice. The termination of one or more of these agreements could have a material adverse effect on our results of operations. Independent directors and trustees of the U.S. mutual funds regularly review our fee structures.

The advisory fee paid monthly by each of the U.S. mutual funds is computed on a daily basis by multiplying a fund's net assets by its effective fee rate. For the majority of the U.S. mutual funds, the fee rate is equal to the sum of a tiered group fee rate plus an individual fund rate. The tiered group rate is based on the combined net assets of nearly all of the U.S. mutual funds. If the combined net assets of these U.S. mutual funds exceed \$845 billion, the weighted-average fee across pricing tiers is 28.1 basis points for the first \$845 billion of net assets plus 26.0 basis points for net assets in excess of \$845 billion. To the extent that the combined net assets of the funds included in the group rate calculation increase, the group charge component of a fund's advisory fee rate and the resulting advisory fee rate paid by each fund will decrease.

The individual fund rates are generally flat rates that are set based on the fund's specific investment objective. Several funds have tiered individual fund rates that reduce their individual flat fee based on certain asset levels of the fund as described in their prospectus. The effective fee rates for each of the stock, bond, and multi-asset funds on which we earned annual advisory fees of \$10 million or greater in 2021, varied from a low of 31 basis points for the Short-Term Bond Fund to a high of 104 basis points for the International Discovery Fund.

The fee rate of several of the U.S. mutual funds, including the Target-Date, Index funds, and Spectrum funds as well as specific funds offered solely to institutional investors, does not include a group fee component but rather an individual fund fee or an all-inclusive fee. An all-inclusive fee covers both the investment management fee and ordinary operating expenses incurred by the fund and, as a result, our management fee varies with the level of operating expenses a fund incurs.

Each U.S. mutual fund typically bears all expenses associated with its operation and the issuance and redemption of its securities. In particular, each fund pays investment advisory fees; shareholder servicing fees and expenses; fund accounting fees and expenses; transfer and sub-transfer agent fees; custodian fees and expenses; legal and auditing fees; expenses of preparing, printing and mailing prospectuses and shareholder reports to existing shareholders; registration fees and expenses; proxy and annual meeting expenses; and independent trustee or director fees and expenses.

We usually provide that a newly organized fund's expenses will not exceed a specified percentage of its net assets during an initial operating period. Generally, during the earlier portion of the period, we will waive advisory fees and absorb other fund expenses, such as those described above, in excess of these self-imposed limits. During the latter portion of the period, we may recover some or all of the waived fees and absorbed costs, but such recovery is not assured.

Additionally, we have contractual management fee waivers for certain U.S. mutual funds, including nearly all money market funds, which could occur under certain specified circumstances. Unlike traditional expense limits for newly organized funds, these waivers will not be recovered by T. Rowe Price in the future. In addition to these contractual fee waivers, due to the low interest rate environment in 2021, we voluntarily waived \$57.9 million, or less than 1%, of our investment advisory fees from certain of our money market mutual funds, trusts, and other investment portfolios in order to maintain a positive yield for investors. The firm expects to continue to waive fees through at least the first half of 2022.

**Subadvised funds, separate accounts, collective investment trusts, and other investment products**

Our subadvised, separate accounts, collective investment trusts, and other investment products had assets under management of \$780.4 billion at December 31, 2021, an increase of \$104.5 billion from the beginning of the year. This includes \$10.9 billion of fee-basis assets under management attributable to separate accounts that were acquired as part of the OHA acquisition. Other investment products include open-ended investment products offered to investors outside the U.S. and products offered through variable annuity life insurance plans in the U.S. We earn investment management fees from these clients based on, among other things, the specific investment services to be provided, and these investment management fees are computed using the value of assets under management at a contracted annual fee rate or the products' effective fee rate for those with a tiered-fee rate structure.

The value of assets under management billed is generally based on daily valuations, end of billing period valuations, or month-end average valuations. In 2021, approximately 79% of our advisory fees were recognized based on daily portfolio valuations, 15% were based on end of billing period valuations, and 6% were based on month-end averages.

Our standard subadvised client accounts normally pay a daily tiered rate and their agreement typically provides for termination with 60 days notice. For separately managed accounts, the fee is generally based on a period ending value and their agreements provide for termination at any time. Unearned fees paid in advance are refunded upon termination. We currently also earn performance-based investment advisory fees on certain separately managed accounts. These fees are currently immaterial to our total investment advisory fees and are only recognized when the performance condition has been met. This recognition criteria can lead to uneven recognition of performance-based revenue throughout the year.

Our U.S. collective investment trusts, sponsored by T. Rowe Price Trust Company and subscribed to by certain qualified U.S. retirement plans, normally pay an all-inclusive tiered rate investment management fee computed on a daily basis.

Our standard form of investment advisory agreement with other T. Rowe Price products that pay management fees on a daily basis normally provides for termination with 30 days' notice. The following table details the services provided by certain of our subsidiaries based on our non-U.S. global investment products:

<b>T. Rowe Price Subsidiary</b>	<b>Products</b>	<b>Services Provided</b>
T. Rowe Price (Luxembourg) Management Sàrl	SICAVs / FCPs	Management company
T. Rowe Price Australia	AUTs	Investment management
T. Rowe Price UK	OEICs	Authorized corporate director
T. Rowe Price (Canada)	Canadian Pooled Funds	Investment management
T. Rowe Price Japan	Japanese ITMs	Investment management

Our subsidiaries T. Rowe Price Associates, T. Rowe Price International, T. Rowe Price Hong Kong, T. Rowe Price Singapore, T. Rowe Price Australia and T. Rowe Price Japan, may also provide subadvised investment management services to those global investment products listed in the table above.

We distribute the products listed in the table above outside the U.S. through distribution agents and other financial intermediaries. The fees we earn for distributing and marketing these products are part of our overall investment management fees for managing the product assets. We currently recognize any related distribution fees paid to these financial intermediaries in distribution and servicing costs.

**ADMINISTRATIVE, DISTRIBUTION, AND SERVICING FEES.****Administrative Services**

We also provide certain administrative services as ancillary services to our investment advisory clients. These administrative services are provided by several of our subsidiaries and include mutual fund transfer agent, accounting, distribution, and shareholder services; participant recordkeeping and transfer agent services for defined contribution retirement plans investing in U.S. mutual funds; recordkeeping services for defined contribution

retirement plans investing in mutual funds outside the T. Rowe Price complex; brokerage; trust services; and non-discretionary advisory services.

T. Rowe Price Services provides the U.S. mutual funds transfer agency and shareholder services, including the staff, facilities, technology, and other equipment to respond to inquiries from fund shareholders. The U.S. mutual funds contract directly with BNY Mellon to provide mutual fund accounting services, including maintenance of financial records, preparation of financial statements and reports, daily valuation of portfolio securities, and computation of each mutual fund's daily net asset value per share.

T. Rowe Price Retirement Plan Services provides participant accounting and plan administration for defined contribution retirement plans that invest in the U.S. mutual funds, the T. Rowe Price collective investment trusts, and funds outside the T. Rowe Price complex. On August 1, 2021, T. Rowe Price Retirement Plan Services expanded its relationship with FIS, a global technology leader, in which FIS assumed responsibility for managing retirement technology development and core operations for our full-service recordkeeping offering. T. Rowe Price Retirement Plan Services also provides transfer agent services to the U.S. mutual funds. The pricing on these transfer agent services is based on basis points of the related assets under management. Plan sponsors and participants compensate us for some of the administrative services while the U.S. mutual funds and outside fund families compensate us for maintaining and administering the individual participant accounts for those plans that invest in the respective funds. As of December 31, 2021, we provided recordkeeping services for \$270 billion in assets under administration, of which nearly \$163 billion are assets we manage.

T. Rowe Price Trust Company also provides administrative trustee services. Through this entity, which is a Maryland-chartered limited service trust company, we serve as trustee for employer sponsored retirement plans and other retirement products. T. Rowe Price Trust Company may not accept deposits and cannot make personal or commercial loans. Our trust vehicles are not mutual funds. As such, trust requirements can result in lower compliance and administrative costs over other vehicles with a similar investment strategy. Our trust vehicles include investments in equity, fixed income and multi-asset assets.

We also provide discretionary and non-discretionary advisory planning services to individual investors through our subsidiary T. Rowe Price Advisory Services, Inc. These services are limited in scope, and advice recommendations consist solely of mutual funds advised by T. Rowe Price Associates or its affiliates that have been selected for inclusion in these services. These services include, but are not limited to, point-in-time financial planning, asset allocation advice, and discretionary advice through a solely digital experience.

Certain T. Rowe Price subsidiaries also provide non-discretionary advisory services to model delivered managed accounts. For these model delivered managed accounts, we provide the holdings and trades of the portfolio to the sponsor platforms to implement for their clients. The assets under advisement in these portfolios, predominantly in the United States, was \$8 billion at December 31, 2021. The revenue earned on these services is recorded in administrative fees.

### **Distribution and Servicing**

Our subsidiary, T. Rowe Price Investment Services ("TRPIS"), is the principal distributor of the U.S. mutual funds and contracts with third-party financial intermediaries who distribute these share classes. TRPIS enters into agreements with each intermediary under which each fund is responsible to pay the distribution and service fees directly to the applicable intermediaries. The Investor Class of all U.S. mutual funds can be purchased in the U.S. on a no-load basis, without a sales commission or 12b-1 fee. No-load mutual fund shares offer investors a low-cost and relatively easy method of directly investing in a variety of equity, fixed income, and multi-asset strategies. The I Class of certain U.S. mutual funds is designed to meet the needs of institutionally oriented clients who seek investment products with lower shareholder servicing costs and lower expense ratios. This share class limits ordinary operating expenses (other than interest; expenses related to borrowings, taxes, and brokerage; and any non-extraordinary expenses) to 5 basis points for a period of time and there are no external 12b-1 or administrative fee payments.

Certain of the U.S. mutual funds also offer Advisor Class and R Class shares that are distributed to investors and defined contribution retirement plans, respectively. These share classes pay 12b-1 fees of 25 and 50 basis points, respectively, for distribution, administration, and personal services. In addition, those U.S. mutual funds offered to investors through variable annuity life insurance plans have a share class that pays a 12b-1 fee of 25 basis points.

We believe that our lower fund cost structure, distribution methods, and fund shareholder and administrative services help promote the stability of our fund assets under management through market cycles.

Advertising and promotion expenses associated with the distribution of our investment products are recognized when incurred and include advertising and direct mail communications to potential shareholders, as well as substantial staff and communications capabilities to respond to investor inquiries. Marketing and promotional efforts are focused in print media, television, and digital and social media. Advertising and promotion expenditures vary over time based on investor interest, market conditions, new and existing investment offerings, and the development and expansion of new marketing initiatives, including the enhancement of our digital capabilities.

### **ACQUISITION OF OHA.**

Beginning in 2022:

- T. Rowe Price will recognize investment advisory fees related to certain OHA products. OHA provides investment advisory services to private investment funds, CLOs and other private accounts in exchange for an investment advisory fee. Investment advisory fees from private investment funds are determined either monthly or quarterly, and are generally based on the private investment fund's net asset value or invested capital. Investment advisory fees earned from CLOs include senior collateral management fees and subordinated collateral management fees, which are generally determined quarterly based on the sum of collateral principal amounts and the aggregate principal amount of all defaulted obligations. If amounts distributable on any payment date are insufficient to pay the collateral management fee according to the priority of payments, any shortfall is deferred and payable on subsequent payment dates. Investment advisory fees from private accounts are determined either monthly or quarterly and are generally based upon the net asset value of the account.
- T. Rowe Price will recognize performance-based fees related to OHA products. In connection with the management contracts from certain private accounts, OHA is entitled to receive performance-based incentive fees when investment returns exceed a certain performance hurdle. In such arrangements, incentive fees are recognized when the performance benchmark has been achieved, which is generally measured on an annual basis. Incentive fees are considered a form of variable consideration, and as such, these fees are subject to potential reversal up until the end of the measurement period (which is generally one year) when the performance-based incentive fees become fixed, determinable, and are not subject to significant reversal. Incentive fees are generally paid within 90 days of the end of the private account's measurement period.
- T. Rowe Price will recognize income earned from interests in general partners of certain affiliated private investment funds that are entitled to a disproportionate allocation of income, which is also referred to as carried interest. We will record our proportionate share of the investment funds' income assuming the funds were liquidated as of each reporting date pursuant to each investment fund's governing agreements. A portion of this income will be allocated to non-controlling interest holders and will be reflected as compensation expense in the future.

### **REGULATION.**

All aspects of our business are subject to extensive federal, state, and foreign laws and regulations. These laws and regulations are primarily intended to benefit or protect our clients and T. Rowe Price product shareholders. They generally grant supervisory agencies and bodies broad administrative powers, including the power to limit or restrict the conduct of our business in the event that we fail to comply with laws and regulations. Possible sanctions that may be imposed on us, in the event that we fail to comply, include the suspension of individual employees, limitations on engaging in certain business activities for specified periods of time, revocation of our investment adviser and other registrations, censures, and fines. Furthermore, the regulations to which we are subject continue to change over time, resulting in uncertainty for our business as we must adapt to new laws and regulatory regimes.

As a global company which offers its products to customers in a variety of jurisdictions, our subsidiaries are registered with or licensed by various U.S. and/or non-U.S. regulators. We are subject to various securities, compliance, corporate governance, disclosure, privacy, anti-bribery and anti-corruption, anti-money laundering, anti-terrorist financing, and economic, trade and sanctions laws and regulations, both domestically and internationally, as well as to various cross-border rules and regulations, and the data protection laws and regulations of numerous

jurisdictions, including the General Data Protection Regulation (“GDPR”) of the European Union (“EU”). We also must comply with complex and changing tax regimes in the jurisdictions where we operate our business.

The following table shows the regulator to certain of our subsidiaries:

Regulator	T. Rowe Price Entity	
<b><u>Within the U.S.</u></b>		
Securities & Exchange Commission	- T. Rowe Price Associates	- T. Rowe Price Hong Kong
	- T. Rowe Price International	- T. Rowe Price Japan
	- T. Rowe Price Australia	- T. Rowe Price Singapore
	- T. Rowe Price (Canada)	- T. Rowe Price Advisory Services
	- T. Rowe Price Investment Management	- Oak Hill Advisors
	- Oak Hill Advisors (Europe)	- OHA (UK)
<i>All entities above are registered as investment advisers under the Investment Advisers Act of 1940, which imposes substantive regulation around, among other things, fiduciary duties to clients, transactions with clients, effective compliance programs, conflicts of interest, advertising, recordkeeping, reporting, and disclosure requirements.</i>		
State of Maryland, Commissioner of Financial Regulation	- T. Rowe Price Trust Company	
<b><u>Outside the U.S.</u></b>		
Financial Conduct Authority	- T. Rowe Price International	
	- T. Rowe Price UK	
	- Oak Hill Advisors (Europe)	
	- OHA (UK)	
Securities and Futures Commission	- T. Rowe Price Hong Kong	
	- Oak Hill Advisors (Hong Kong)	
Monetary Authority of Singapore	- T. Rowe Price Singapore	
Several provincial securities commissions in Canada	- T. Rowe Price (Canada)	
Commission de Surveillance du Secteur Financier	- T. Rowe Price (Luxembourg) Management Sàrl	
	- OHA Services Sàrl	
Australian Securities and Investments Commission	- T. Rowe Price Australia	
	- Oak Hill Advisors (Australia) Pty	
Japan Financial Services Agency	- T. Rowe Price Japan	
Swiss Financial Market Supervisory Authority	- T. Rowe Price (Switzerland)	

Serving the needs of retirement savers is an important focus of our business. Such activities are subject to regulators such as the U.S. Department of Labor, and applicable laws and regulations including the Employee Retirement Income Security Act of 1974.

**Registrations**

- Our subsidiaries providing transfer agent services, T. Rowe Price Services and T. Rowe Price Retirement Plan Services, are registered under the Securities Exchange Act of 1934.
- T. Rowe Price Investment Services is a registered broker-dealer and member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation. This subsidiary provides brokerage services to our U.S. mutual funds. Pershing, a third-party clearing broker and an affiliate of BNY Mellon, maintains our brokerage’s customer accounts and clears all transactions.

- T. Rowe Price Associates and certain subsidiaries are registered as commodity trading advisors and/or commodity pool operators with the Commodity Futures Trading Commission and are members of the National Futures Association.

#### Net Capital Requirements

Certain of our subsidiaries are subject to net capital requirements, including those of various federal, state, and international regulatory agencies. Each of our subsidiary's net capital, as defined, meets or exceeds all minimum requirements.

For further discussion of the potential impact of current or proposed legal or regulatory requirements, please see the Legal and Regulatory risk factors included in Item 1A of this Form 10-K.

#### COMPETITION.

As a member of the financial services industry, we are subject to substantial competition in all aspects of our business. A significant number of proprietary and other sponsors' mutual funds are sold to the public by other investment management firms, broker-dealers, mutual fund companies, banks, and insurance companies. We compete with brokerage and investment banking firms, insurance companies, banks, mutual fund companies, hedge funds, and other financial institutions and funds in all aspects of our business and in every country in which we offer our advisory services. Some of these financial institutions have greater resources than we do. We compete with other providers of investment advisory services primarily based on the availability and objectives of the investment products offered, investment performance, fees and related expenses, and the scope and quality of investment advice and other client services.

In recent years, we have faced significant competition from passive oriented investment strategies. As a result, such products have taken market share from active managers. While we cannot predict how much market share these competitors will gain, we believe there will always be demand for good active management investment products.

In order to maintain and enhance our competitive position, we may review acquisition and venture opportunities and, if appropriate, engage in discussions and negotiations that could lead to the acquisition of a new equity or other financial relationships.

#### HUMAN CAPITAL.

At T. Rowe Price, our people set us apart. We thrive because our company culture is based on collaboration and diversity. We believe that our culture of collaboration enables us to identify opportunities others might overlook. Our associates' knowledge, insight, enthusiasm, and creativity are the reason our clients succeed and our firm excels. In order to attract and retain the highest quality talent, we develop key talent and succession plans, invest in Company diversity and inclusion initiatives, provide opportunities for our associates to learn and grow, provide strong, competitive, and regionally specific benefits and programs that promote the health and wellness of our associates, both personally and financially. Our diversity, equity, and inclusion initiatives have garnered recognitions, including Pensions & Investments 2020 Best Places to Work in Money Management and Best Places to work for LGBTQ Equality by the Human Rights Campaign Foundation. Although we have made progress in our workforce diversity representation, we seek to continuously improve in this area. Our goal is to increase our hiring and the retention and development of talent from groups that are underrepresented in asset management, including both women and ethnically diverse individuals. Pursuant to this goal, each year we establish annual corporate diversity and inclusion goals to continue improving our hiring, development, advancement, and retention of diverse talent and our overall diversity representation. At the end of 2021, women comprised 44.1% of our associates globally. In addition, at the end of 2021, 29.9% of our U.S. associates were racially and ethnically diverse. Furthermore, we are committed to pay equity for employees doing similar work, regardless of gender, race or ethnicity, and we conduct pay equity analyses on a regular basis and adjust our associates pay accordingly.

At December 31, 2021, we employed 7,529 associates, a decrease of 1.9% from the 7,678 associates employed at the end of 2020. The decrease in the number of associates is directly a result of our expanded relationship with FIS Capital Markets US LLC ("FIS"), which began providing technology development and core operations for our full-service recordkeeping offering in August 2021, and in which approximately 800 T. Rowe Price operations and technology associates transitioned to FIS on August 1, 2021. On December 29, 2021, we added 333 associates as a result of the acquisition of OHA. We may add temporary and part-time personnel to our staff from time to time to meet periodic and special project demands, primarily for technology and mutual fund administrative services.

## **AVAILABLE INFORMATION.**

Our Internet address is [troweprice.com](http://troweprice.com). We intend to use our website as means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. These disclosures will be included in the Investor Relations section of our website, [troweprice.gcs-web.com](http://troweprice.gcs-web.com). We make our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) of the Exchange Act, available free of charge in this section of our website as soon as reasonably practicable after they have been filed with the SEC. In addition, our website includes the following information:

- our financial statement information from our periodic SEC filings in the form of XBRL data files that may be used to facilitate computer-assisted investor analysis;
- corporate governance information including our governance guidelines, committee charters, senior officer code of ethics and conduct, and other governance-related policies;
- other news and announcements that we may post from time to time that investors might find useful or interesting, including our monthly assets under management disclosure; and
- opportunities to sign up for email alerts and RSS feeds to have information pushed in real time.

Accordingly, investors should monitor this section of our website, in addition to following our press releases, SEC filings, and public webcasts, all of which will be referenced on the website. Unless otherwise expressly stated, the information found on our website is not part of this or any other report we file with, or furnish to, the SEC.

The SEC maintains a website that contains the materials we file with the SEC at [www.sec.gov](http://www.sec.gov).

### **Item 1A. Risk Factors.**

An investment in our common stock involves various risks, including those mentioned below and those that are discussed from time to time in our periodic filings with the SEC. Investors should carefully consider these risks, along with the other information contained in this report, before making an investment decision regarding our common stock. There may be additional risks of which we are currently unaware, or which we currently consider immaterial. Any of these risks could have a material adverse effect on our financial condition, results of operations, and value of our common stock.

### **RISKS RELATING TO OUR BUSINESS AND THE FINANCIAL SERVICES INDUSTRY.**

#### **Our revenues are based on the market value and composition of the assets under our management, all of which are subject to fluctuation caused by factors outside of our control.**

We derive our revenues primarily from investment advisory services provided by our subsidiaries to individual and institutional investors. Our investment advisory fees typically are calculated as a percentage of the market value of the assets under our management. As a result, our revenues are dependent on the value and composition of the assets under our management, all of which are subject to substantial fluctuation due to many factors, including:

- **Investment Performance.** If the investment performance of our managed investment portfolios is less than that of our competitors or applicable third-party benchmarks, we could lose existing and potential clients and suffer a decrease in assets under management.
- **General Financial Market Declines.** We derive a significant portion of our revenues from advisory fees on managed investment portfolios. A downturn in financial markets would cause the value of assets under our management to decrease, and may also cause investors to withdraw their investments, thereby further decreasing the level of assets under our management.
- **Investment Concentration.** The allocation of investment products for assets under management within market segments or strategies may impact associated fees that can vary depending on product offerings.

- **Investor Mobility.** Our investors generally may withdraw their funds at any time, without advance notice and with little to no significant penalty.
- **Capacity Constraints.** Prolonged periods of strong relative investment performance and/or strong investor inflows has resulted in and may result in capacity constraints within certain strategies, which can lead to, among other things, the closure of those strategies to new investors.
- **Investing Trends.** Changes in investing trends, particularly investor preference for passive or alternative investment products as well as increasing investor preference for environmentally and socially responsible investment products, and changes in retirement savings trends, may reduce interest in our products and may alter our mix of assets under management.
- **Interest Rate Changes.** Investor interest in and the valuation of our fixed income and multi-asset investment portfolios are affected by changes in interest rates.
- **Geo-Political Exposure.** Our managed investment portfolios may have significant investments in markets that are subject to risk of loss from political or diplomatic developments, government policies, civil unrest, currency fluctuations, illiquidity and capital controls, and changes in legislation related to ownership limitations.

A decrease in the value of assets under our management, or an adverse change in their composition, particularly in market segments where our assets are concentrated, could have a material adverse effect on our investment advisory fees and revenues. For any period in which revenues decline, net income and operating margins will likely decline by a greater proportion because certain expenses will be fixed over that finite period and may not decrease in proportion to the decrease in revenues.

**A majority of our revenues are based on contracts with the U.S. mutual funds that are subject to termination without cause and on short notice.**

We provide investment advisory, distribution, and other administrative services to the U.S. mutual funds under various agreements. Investment advisory services are provided to each T. Rowe Price mutual fund under individual investment management agreements. The Board of each T. Rowe Price mutual fund must annually approve the terms of the investment management and service agreements and can terminate the agreement upon 60-days' notice. If a T. Rowe Price mutual fund seeks to lower the fees that we receive or terminate its contract with us, we would experience a decline in fees earned from the U.S. mutual funds, which could have a material adverse effect on our revenues and net income.

**We operate in an intensely competitive industry. Competitive pressures may result in a loss of clients and their assets or compel us to reduce the fees we charge to clients, thereby reducing our revenues and net income.**

We are subject to competition in all aspects of our business from other financial institutions. Some of these financial institutions have greater resources than we do and may offer a broader range of financial products across more markets. Some competitors operate in a different regulatory environment than we do which may give them certain competitive advantages in the investment products and portfolio structures that they offer. We compete with other providers of investment advisory services primarily based on the availability and objectives of the investment products offered, investment performance, fees and related expenses, and the scope and quality of investment advice and other client services. Some institutions have proprietary products and distribution channels that make it more difficult for us to compete with them. Substantially all of our investment products are available without sales or redemption fees, which means that investors may be more willing to transfer assets to competing products.

The market environment in recent years has led investors to increasingly favor lower fee passive investment products. As a result, investment advisors that emphasize passive products have gained and may continue to gain market share from active managers like us. While we believe there will always be demand for strong performing active management, we cannot predict how much market share these competitors will gain.

As part of our continued efforts to attract and retain clients, we develop and launch new products and services, which may require expenditure of resources and may expose us to new regulatory or compliance requirements as well as increased risk of operational or client service errors.

In the event that we decide to reduce the fees we charge for investment advisory services in response to competitive pressures, which we have done selectively in the past, revenues and operating margins could be

adversely impacted. Fee reductions may vary depending on strategy and product offerings, which could result in investment rebalancing or reallocation adversely impacting revenues and operating margins.

**Our operations are complex and a failure to properly execute operational processes could have an adverse effect on our reputation and decrease our revenues.**

We provide global investment management and administrative services to our clients. In certain cases, we rely on third-party service providers for the execution and delivery of these services. There can be no assurance that these vendors will properly perform these processes or that there will not be interruptions in services from these third parties. Failure to properly execute or oversee these services could have an adverse impact on our business, financial results and reputation, and subject us to regulatory sanctions, fines, penalties, or litigation.

New investment strategies, investment vehicles, distribution channels, or other evolutions of or additions to our business may increase the risk that our existing systems may not be adequate to control the risks introduced by such changes. Significant business changes may require us to update our processes or technology and may increase risk to meeting our business objectives. In addition, our information systems and technology platforms might not be able to accommodate our continued growth, and the cost of maintaining such systems might increase from its current level. If any of these factors were to arise it could disrupt our operations, increase our expenses or result in financial exposure, regulatory inquiry or reputational damage.

Our business model is dependent on our personnel, as well as others involved in our business, such as third-party vendors, providers and other intermediaries, who support internal controls, supervision, technology and training to provide comfort that our activities do not violate applicable guidelines, rules and regulations or adversely affect our clients, counterparties or us, and all of which are subject to potential human errors. Our personnel and others involved in our business may make errors that are not always immediately detected, which may disrupt our operations, cause losses, lead to regulatory fines or sanctions, litigation, or otherwise damage our reputation.

**The quantitative models we use may contain errors, which could result in financial losses or adversely impact product performance and client relationships.**

We use various quantitative models to support investment decisions and investment processes, including those related to portfolio management and portfolio risk analysis, as well as those related to client investment or savings advice or guidance. Any errors in the underlying models or model assumptions could have unanticipated and adverse consequences on our business and reputation.

**Any damage to our reputation could harm our business and lead to a loss of revenues and net income or access to capital.**

We have spent many years developing our reputation for integrity, strong investment performance, and superior client service. Our brand is a valuable intangible asset, but it is vulnerable to a variety of threats that can be difficult or impossible to control, and costly or even impossible to remediate. Regulatory inquiries and rumors can tarnish or substantially damage our reputation, even if those inquiries are satisfactorily addressed. Actual or perceived failure to adequately address the environmental, social, and governance ("ESG") expectations of our various stakeholders could lead to a tarnished reputation and loss of client assets or harm our access to capital. Furthermore, ESG issues have been the subject of increased focus by regulators and any inability to meet applicable requirements or expectations may adversely impact our reputation. Misconduct by our employees or third-party service providers could likewise adversely impact our reputation and lead to a loss of client assets. While we maintain policies, procedures, and controls to reduce the likelihood of unauthorized activities, we are subject to the risk that our associates or third parties acting on our behalf may circumvent controls or act in a manner inconsistent with our policies and procedures. Real or perceived conflicts between our clients' interests and our own, as well as any fraudulent activity or other exposure of client assets or information, may impair our reputation and subject us to litigation or regulatory action. Any damage to our brand could impede our ability to attract and retain clients and key personnel, and reduce the amount of assets under our management, any of which could have a material adverse effect on our revenues and net income.

**Our expenses are subject to significant fluctuations that could materially decrease net income.**

Our operating results are dependent on the level of our expenses, which can vary significantly for many reasons, including:

- expenses incurred in connection with our multi-year strategic plan to strengthen our long-term competitive position;
- variations in the level of total compensation expense due to changes in, among other things, bonuses, stock-based awards, employee benefit costs due to regulatory or plan design changes, our employee count and mix, competitive factors, market performance, and inflation;
- changes in the level of our advertising and promotion expenses, including the costs of expanding investment advisory services to investors outside of the U.S. and further penetrating U.S. distribution channels;
- expenses and capital costs incurred to maintain and enhance our administrative and operating services infrastructure, such as technology assets, depreciation, amortization, and research and development;
- changes in the costs incurred for third-party vendors that perform certain administrative and operating services;
- changes in expenses that are correlated to our assets under management, such as distribution and servicing fees;
- a future impairment of investments that is recognized in our consolidated balance sheet;
- a future impairment of goodwill that is recognized in our consolidated balance sheet;
- unanticipated material fluctuations in foreign currency exchange rates applicable to the costs of our operations abroad;
- unanticipated costs incurred to protect investor accounts and client goodwill;
- future changes to legal and regulatory requirements and potential litigation; and
- disruptions of third-party services such as communications, power, and mutual fund transfer agent, investment management, trading, and accounting systems.

Under our agreements with the U.S. mutual funds, we charge the funds certain administrative fees and related expenses based upon contracted terms. If we fail to accurately estimate our underlying expense levels or are required to incur expenses relating to the mutual funds that are not otherwise paid by the funds, our operating results will be adversely affected. While we are under no obligation to provide financial support to any T. Rowe Price investment products, any financial support provided would reduce capital available for other purposes and may have an adverse effect on revenues and net income.

**Our hedging strategies utilized to mitigate risk may not be effective, which could impact our earnings.**

We employ hedging strategies related to our supplemental savings plan in order to hedge the liability related thereto. In the event that our hedging strategies are not effective, the resulting impact may adversely affect our results of operations, cash flows or financial condition.

**Amendments to tax laws may impact the marketability of the products and services we offer our clients or the financial position of the Company.**

We are subject to income taxes as well as non-income-based taxes, in both the United States and various foreign jurisdictions. We cannot predict future changes in the tax regulations to which we are subject, and these regulations could have a material impact on our tax liability or result in increased costs of our tax compliance efforts.

Additionally, changes in the status of tax deferred investment options, including retirement plans, tax-free municipal bonds, the capital gains and corporate dividend tax rates, and other individual and corporate tax rates could cause investors to view certain investment products less favorably and reduce investor demand for products and services we offer, which could have an adverse effect on our assets under management and revenues.

**Examinations and audits by tax authorities could result in additional tax payments for prior periods.**

Based on the global nature of our business, from time to time we are subject to tax audits in various jurisdictions. The calculation of our tax liabilities involves dealing with uncertainties in the application of complex tax regulations in a multitude of jurisdictions across our global operations. Tax authorities may disagree with certain positions we have taken and assess additional taxes (and, in certain cases, interest, fines, or penalties). We have a process to evaluate whether to record tax liabilities for anticipated tax audit issues based on our estimate of whether, and the extent to which, additional income taxes will be due. We adjust these liabilities in light of changing facts and circumstances. Due to the complexity of some of these uncertainties, however, the ultimate resolution may result in a payment that is materially different from our estimates.

**We have contracted with third-party financial intermediaries that distribute our investment products and such relationships may not be available or profitable to us in the future.**

These contracted third-party intermediaries generally offer their clients various investment products in addition to, and in competition with, our investment products, and have no contractual obligation to encourage investment in our products. It would be difficult for us to acquire or retain the management of those assets without the assistance of the intermediaries, and we cannot assure that we will be able to maintain an adequate number of investment product offerings and successful distribution relationships. In addition, some investors rely on third-party financial planners, registered investment advisers, and other consultants or financial professionals to advise them on the choice of an investment adviser and investment products. These professionals and consultants can favor a competing investment product as better meeting their particular clients' needs. We cannot assure that our investment products will be among their recommended choices in the future. Further, their recommendations can change over time and we could lose their recommendation and their clients' assets under our management. Mergers, acquisitions, and other ownership or management changes could also adversely impact our relationships with these third-party intermediaries. As a result of these changes, more of our revenues may be concentrated with fewer intermediaries, which may impact our dependence on these intermediaries. The presence of any of the adverse conditions discussed above would reduce revenues and net income, possibly by material amounts.

**Natural disasters and other unpredictable events could adversely affect our operations.**

Armed conflicts, trade wars, tariffs or sanctions, terrorist attacks, cyberattacks, power failures, epidemics or pandemics, climate change, increased severity of weather events, or natural disasters and other events outside of our control could adversely affect our revenues, expenses, and net income by:

- decreasing investment valuations in, and returns on, the investment portfolios that we manage,
- causing disruptions in national or global economies that decrease investor confidence and make investment products generally less attractive,
- incapacitating or inflicting losses of lives among our employees,
- interrupting our business operations or those of critical service providers,
- triggering technology delays or failures, and
- requiring substantial capital expenditures and operating expenses to remediate damage, replace our facilities, and restore our operations.

A significant portion of our business operations are concentrated in the Baltimore, Maryland region; Colorado Springs, Colorado; and in London, England. In addition, we maintain offices with associates in many other global locations, including Sydney, Australia; Hong Kong; Singapore; Tokyo, Japan; and Luxembourg. We have developed various backup systems and contingency plans, but we cannot be assured that those preparations will be adequate in all circumstances that could arise, or that material interruptions and disruptions will not occur. We also rely to varying degrees on outside vendors for service delivery in addition to technology and disaster contingency support, and we cannot be assured that these vendors will be able to perform in an adequate and timely manner. If we lose the availability of any associates, or, if we are unable to respond adequately to such an event in a timely manner, we may be unable to timely resume our business operations, which could lead to financial losses, a tarnished reputation and loss of clients that could result in a decrease in assets under management, lower revenues, and materially reduced net income.

**Our business, financial condition, and results of operation may be adversely affected by the coronavirus or other global pandemics.**

Since early 2020, global financial markets have been monitoring and reacting to the novel coronavirus pandemic. The spread of the coronavirus has created significant volatility, uncertainty and economic disruption to the global economy and may further impact our business, financial condition and results of operations. The coronavirus pandemic has adversely affected global financial markets and impacted global supply chains. Health concerns and uncertainty regarding continued coronavirus impacts could lead to further and/or increased volatility in global capital and credit markets, adversely affect our key executives and other personnel, clients, investors, providers, suppliers, lessees, and other third parties, and negatively impact our assets under management ("AUM"), revenues, income, business and operations. Since our revenue is based on the market value and composition of the assets under our management, the ultimate impact on global financial markets and our clients' decisions related to this event could adversely affect our revenue and operating results.

Furthermore, while we have in place robust and well-established business continuity plans that address the potential impact to our associates and our facilities, and a comprehensive suite of technologies which enable our associates to work remotely and conduct business, and to date while we have been successful in navigating these challenges, no assurance can be given that the steps we have taken will continue to be effective or appropriate. Additionally, we must effectively ensure a safe working environment for associates working onsite in our offices, and adequately manage the post-pandemic transition from remote to onsite or a hybrid working environment. In the event that our associates become incapacitated by the coronavirus, our business operations may be impacted, which could lead to reputational and financial harm.

**Our investment income and asset levels may be negatively impacted by fluctuations in our investment portfolio.**

Separately from the investments we manage for our clients, we currently have a substantial investment portfolio. All of these investments are subject to investment market risk, and our non-operating investment income could be adversely affected by the realization of losses upon the disposition of our investments or the recognition of significant impairments or unrealized losses on these investments. In addition, related investment income has fluctuated significantly over the years depending upon the performance of our corporate investments, including the impact of market conditions and interest rates, and the size of our corporate money market and longer-term mutual fund holdings. Fluctuations in other investment income are expected to occur in the future.

**We may review and pursue strategic transactions in order to maintain or enhance our competitive position and these could pose risks.**

From time to time, we consider strategic opportunities, including potential acquisitions, dispositions, consolidations, organizational restructurings, joint ventures or similar transactions, any of which may impact our business. We cannot be certain that we will be able to identify, consummate and successfully complete such transactions, and no assurance can be given with respect to the timing, likelihood or business effect of any possible transaction. These initiatives typically involve a number of risks and present financial, managerial and operational challenges to our ongoing business operations. In addition, acquisitions and related transactions involve risks, including unanticipated problems regarding integration of investor account and investment security recordkeeping, additional or new regulatory requirements, operating facilities and technologies, and new employees; adverse effects on our earnings in the event acquired intangible assets or goodwill become impaired; and the existence of liabilities or contingencies not disclosed to or otherwise known by us prior to closing a transaction.

We own a 23% investment in UTI Asset Management Company Ltd ("UTI"), an Indian asset management company, and we may consider non-controlling minority investments in other entities in the future. We may not realize future returns from such investments or any collaborative activities that may develop in the future.

On December 29, 2021, we completed our acquisition of OHA. Important ongoing integration-related risks, including that the anticipated benefits of the transaction may not be fully realized, or may take longer to realize than expected, or that the integration may cost more or take longer than expected, could adversely impact our operating results. The ongoing integration of OHA is a time-consuming process that could distract our management and disrupt our business. A significant portion of OHA's revenue is derived from performance fees on investment advisory agreements and carried interest from general partner interests in affiliated private investment funds. Generally, OHA is entitled to a performance fee and carried interest under these agreements only in cases where the related

portfolio investment return exceeds agreed-upon relative or absolute investment return thresholds, and there can be no assurance that these thresholds will be met.

**We are exposed to risks arising from our international operations.**

We operate in a number of jurisdictions outside of the United States. Our international operations require us to comply with the legal and regulatory requirements of various foreign jurisdictions and expose us to the political consequences of operating in foreign jurisdictions. Our foreign business operations are also subject to the following risks:

- difficulty in managing, operating, and marketing our international operations;
- fluctuations in currency exchange rates which may result in substantial negative effects on assets under our management, revenues, expenses, and assets in our U.S. dollar based financial statements; and
- significant adverse changes in international legal and regulatory environments.

**HUMAN CAPITAL RISKS.**

**Our success depends on our key personnel and our investment performance and financial results could be negatively affected by the loss of their services.**

Our success depends on our highly skilled personnel, including our portfolio managers, investment analysts, sales and client relationship personnel, and corporate officers, many of whom have specialized expertise and extensive experience in our industry. Strong financial services professionals are in demand, and we face significant competition for highly qualified employees. Generally, our associates can terminate their employment with us at any time. We cannot assure that we will be able to attract or retain key personnel.

Due to the global nature of our investment advisory business, our key personnel may have reasons to travel to regions susceptible to higher risk of civil unrest, organized crime or terrorism, and we may be unable to ensure the safety of personnel traveling to these regions. We have near- and long-term succession planning processes, including programs to develop our future leaders, which are intended to address future talent needs and minimize the impact of losing key talent. However, in order to retain or replace our key personnel, we may be required to increase compensation, which would decrease net income. The loss of key personnel could damage our reputation and make it more difficult to retain and attract new employees and investors. Losses of assets from our client investors would decrease our revenues and net income, possibly materially.

**LEGAL AND REGULATORY RISKS.**

**Compliance within a complex regulatory environment imposes significant financial and strategic costs on our business, and non-compliance could result in fines and penalties.**

If we are unable to maintain compliance with applicable laws and regulations, we could be subject to criminal and civil liability, the suspension of our employees, fines, penalties, sanctions, injunctive relief, exclusion from certain markets, or temporary or permanent loss of licenses or registrations necessary to conduct our business. A regulatory proceeding, even if it does not result in a finding of wrongdoing or sanctions, could consume substantial expenditures of time and capital. Any regulatory investigation and any failure to maintain compliance with applicable laws and regulations could severely damage our reputation, adversely affect our ability to conduct business and decrease revenue and net income, and potentially result in complex litigation.

**Legal and regulatory developments in the mutual fund and investment advisory industry could increase our regulatory burden, impose significant financial and strategic costs on our business, and cause a loss of, or impact the servicing of, our clients and fund shareholders.**

Our regulatory environment is frequently altered by new regulations and by revisions to, and evolving interpretations of, existing regulations. New regulations present areas of uncertainty susceptible to alternative interpretations; regulators and prospective litigants may not agree with reasoned interpretations we adopt. Future changes could require us to modify or curtail our investment offerings and business operations or impact our expenses and

profitability. Additionally, some regulations may not directly apply to our business but may impact the capital markets, service providers or have other indirect effects on our ability to provide services to our clients.

Potential impacts of current or proposed legal or regulatory requirements include, without limitation, the following:

- As part of the debate in Washington, D.C. and in state legislatures, there has been increasing focus on the framework of the U.S. retirement system. We could experience adverse business impacts if legislative and regulatory changes limit retirement plans to certain products and services, or favor certain investment vehicles, that we do not offer, materially limit retirement savings opportunities or foster substantial outflows from retirement savings plans for non-retirement purposes.
- There has been substantial regulatory and legislative activity at federal and state levels regarding standards of care for financial services firms, related to both retirement and taxable accounts and the United States Department of Labor intends to propose new fiduciary rules applicable to retirement plans and accounts that comprise a majority of our accounts. Actions taken by applicable regulatory or legislative bodies may impact our business activities and increase our costs.
- The Federal Reserve Board has adopted final regulations related to non-bank Systemically Important Financial Institutions ("SIFIs"), and other jurisdictions are contemplating similar regulation. At this time, US regulators have not designated mutual funds or traditional asset managers as non-bank SIFIs. However, if any T. Rowe Price fund or T. Rowe Price affiliate was deemed a SIFI, increased regulatory oversight would apply to our business, which may include enhanced capital, liquidity, leverage, stress testing, resolution planning, and risk management requirements.
- The Commodity Futures Trading Commission ("CFTC") regulation may limit the ability of certain T. Rowe Price investment products to use futures, swaps, and other derivatives. We have registered certain subsidiaries with the CFTC, subjecting us to additional regulatory requirements and costs, but also providing us additional flexibility to utilize such products. Nonetheless, there are still certain limitations on our investment products due to CFTC rules.
- There has been increased global regulatory focus on the manner in which intermediaries are paid for distribution of mutual funds. Changes to long-standing market practices related to fees or enhanced disclosure requirements may negatively impact sales of mutual funds by intermediaries, especially if such requirements are not applied to other investment products.
- We remain subject to various state, federal and international laws and regulations related to data privacy and protection of data we maintain concerning our clients and employees. These requirements continue to evolve, most commonly in ways that increase the complexity and costs of compliance. For example, California enacted the California Consumer Privacy Act of 2018 (the "CCPA") effective in January 1, 2020, which, among other things, significantly increased compliance obligations and the potential penalties for non-compliance, and California voters in November 2020 approved a replacement of this law effective January 1, 2023 with a new law that expands various requirements.
- After the 2008 financial crisis, global regulations on over-the-counter derivatives spearheaded by The Dodd-Frank Wall Street Reform and Consumer Protection Act in the United States and European Market Infrastructure Regulation in the European Union ("EU") have imposed clearing, margin, trade reporting, electronic trading and recordkeeping requirements on market participants. Alongside their general stabilizing and risk-reducing effect on the markets, these requirements have introduced operational complexity and additional costs to derivatives portfolios.
- The revised Markets in Financial Instruments Directive ("MiFID II Directive") and Regulation ("MiFIR") (together "MiFID II") applied across the EU and member states of the European Economic Area beginning on January 3, 2018. Implementation of MiFID II has significantly impacted both the structure and operation of EU financial markets. Some of the main changes introduced under MiFID II include applying enhanced disclosure requirements, enhancing conduct of business and governance requirements, broadening the scope of pre and post trade transparency, increasing transaction reporting requirements, transforming the relationship between client commissions and research, and further regulation of trading venues. Compliance with MiFID II has increased operational complexity and increased our costs. For example, we began to pay for third-party

investment research used by our UK-based investment manager, T. Rowe Price International Ltd, in 2018, and we now pay for all the research needs of our investment professionals globally.

- New laws or regulations involving ESG integration and disclosure may materially impact the asset management industry. For example, the EU's recent action plan on financing sustainable growth includes initiatives to integrate ESG into the financial system. Furthermore, the SEC and other regulators in the U.S. have announced plans to pursue similar initiatives, including additional disclosure obligations that would apply to our business operations, our employee and board diversity and other ESG-related matters.

We cannot predict the nature of future changes to the legal and regulatory requirements applicable to our business, nor the extent of the impacts that will result from current or future proposals. However, any such changes are likely to increase the costs of compliance and the complexity of our operations. They may also result in changes to our product or service offerings. The changing regulatory landscape may also impact a number of our service providers and, to the extent such providers alter their services or increase their fees, it may impact our expenses or those of the products we offer.

**We may become involved in legal and regulatory proceedings that may not be covered by insurance.**

We are subject to regulatory and governmental inquiries and civil litigation. An adverse outcome of any such proceeding could involve substantial financial penalties and costs. From time to time, various claims against us arise in the ordinary course of business, including employment-related claims. There also has been an increase in litigation and in regulatory investigations in the financial services industry in recent years, including client claims, class action suits, and government actions alleging substantial monetary damages and penalties.

We carry insurance in amounts and under terms that we believe are appropriate. We cannot be assured that our insurance will cover every liability and loss to which we may be exposed, or that our insurance policies will continue to be available at acceptable terms and fees. Certain insurance coverage may not be available or may be prohibitively expensive in future periods. As our insurance policies come up for renewal, we may need to assume higher deductibles or co-insurance liabilities, or pay higher premiums, which would increase our expenses and reduce our net income.

**Net capital requirements may impede the business operations of our subsidiaries.**

Certain of our subsidiaries are subject to net capital requirements imposed by various federal, state, and foreign authorities. Each of our subsidiaries' net capital meets or exceeds all current minimum requirements; however, a significant change in the required net capital, an operating loss, or an extraordinary charge against net capital could adversely affect the ability of our subsidiaries to expand or maintain their operations if we were unable to make additional investments in them.

**United Kingdom exit from European Union.**

We have a significant locally authorized and regulated presence in the United Kingdom ("UK") to support our global investment management business. We have realigned our European Union ("EU") and UK operations in response to the UK exit ("Brexit") from the EU; however, we cannot predict the ultimate impact of Brexit on our operations or our business. We remain committed to our clients, associates and business expansion across the region.

**TECHNOLOGY RISKS.**

**We require significant quantities and types of technology to operate our business and would be adversely affected if we fail to maintain adequate infrastructure to conduct or expand our operations or if our technology became inoperative or obsolete.**

We depend on significant quantities of technology and, in many cases, highly specialized or proprietary or third-party licensed technology to support our business functions, including among others:

- securities analysis,
- securities trading,
- portfolio management,

- client service,
- accounting and internal financial reporting processes and controls,
- data security and integrity, and
- regulatory compliance and reporting.

All of our technology systems, including those provided by vendors, are vulnerable to disability or failures due to cyberattacks, natural disasters, power failures, acts of war or terrorism, sabotage, coding errors and other causes. A suspension or termination of vendor-provided software licenses or related support, upgrades, and maintenance could cause system delays or interruption. Although we have robust business and disaster recovery plans, if our technology systems, including those provided by vendors, were to fail and we were unable to recover in a timely way, we would be unable to fulfill critical business functions, which could lead to a loss of clients and could harm our reputation. A technological breakdown or disruption in services from a vendor could also interfere with our ability to comply with financial reporting and other regulatory requirements, exposing us to disciplinary action and liability to our clients.

In addition, our continued success depends on our ability to effectively integrate operations across many systems and/or countries, and to adopt new or adapt existing technologies to meet client, industry, and regulatory demands. We might be required to make significant capital expenditures to maintain competitive infrastructure. If we are unable to upgrade our infrastructure in a timely fashion, we might lose clients and fail to maintain regulatory compliance, which could affect our results of operations and severely damage our reputation.

**A cyberattack or a failure to implement effective information and cybersecurity policies, procedures and capabilities could disrupt operations and cause financial losses.**

We are dependent on the effectiveness of the information and cybersecurity policies, procedures and capabilities we maintain to protect our systems and data. An externally caused information security incident, such as a cyberattack, a phishing scam, virus, ransomware attack, denial-of-service attack, or an attack launched from within the Company could materially interrupt business operations or cause disclosure or modification of confidential client or competitive information. In addition, our third-party vendors and other intermediaries with which we conduct business and transmit data could be subject to a successful cyberattack or other information security event, and we cannot ensure that such third parties have all appropriate controls in place to protect the confidentiality of information in the custody of those third parties or to allow them to continue their business operations, including their services to us, in a timely manner.

There have been increasing numbers of publicized cybersecurity incidents in recent years impacting other financial services firms as well as firms in other industries. Our use of third-party vendors and cloud technologies could heighten this risk. Should the technology operations on which we rely be compromised, we may have to make significant investments to upgrade, repair or replace our technology infrastructure or third-party vendors and may not be able to make such investments on a timely basis. Although we maintain insurance coverage that we believe is reasonable, prudent and adequate for the purpose of our business, it may be insufficient to protect us against all losses and costs stemming from breaches of security, cyberattacks and other types of unlawful activity, or any resulting disruptions from such events.

**We could be subject to losses if we fail to properly safeguard and maintain confidential information.**

As part of our normal operations, we maintain and transmit confidential information about our clients, associates and other parties, as well as, proprietary information relating to our business operations. We maintain a system of internal controls designed to provide reasonable assurance that both inadvertent errors and fraudulent activity, including misappropriation of assets, fraudulent financial reporting, and unauthorized access to sensitive or confidential data, is either prevented or detected in a timely manner. We also leverage cloud-based solutions for the transmission and storage of this information. Our systems, or those of third-party service providers we may use to maintain and transmit such information, could be victimized by unauthorized users or corrupted by computer viruses or other malicious software code. Additionally, authorized persons could inadvertently or intentionally release or alter confidential or proprietary information. Such disclosure could, among other things:

- seriously damage our reputation,
- allow competitors access to our proprietary business information,

- subject us to liability for a failure to safeguard data of clients, associates, and other parties,
- result in the termination of contracts by our existing clients,
- subject us to regulatory action and potential litigation, and
- require significant capital and operating expenditures to investigate and remediate the breach.

Furthermore, if any person, including any of our associates, negligently disregards or intentionally overrides or circumvents our established controls with respect to confidential data, or otherwise mismanages or misappropriates that data, we could be subject to significant monetary damages, regulatory enforcement actions, fines and/or criminal prosecution in one or more jurisdictions.

We are subject to numerous laws and regulations designed to protect this information, such as U.S. federal and state laws and foreign laws and regulations governing the protection of personal or confidential data, such as the EU's General Data Protection Regulation. Governmental authorities throughout the U.S. and around the world have enacted or are considering similar types of legislative and regulatory proposals concerning data protection. Additionally, the Federal Trade Commission and many state attorneys general are interpreting federal and state consumer protection laws to impose standards for the collection, use, dissemination and security of data. Each of these privacy, security, and data protection laws and regulations could impose significant limitations, require changes to our business, or restrict our use or storage of personal information, which may increase our compliance expenses and make our business more costly or less efficient to conduct.

### **Item 1B. Unresolved Staff Comments.**

None.

### **Item 2. Properties.**

Our corporate headquarters occupies 472,000 square feet of space under lease at 100 East Pratt Street in Baltimore, Maryland. In December 2020, we announced that we are moving our headquarters in 2024 to a complex to be built with approximately 550,000 square feet of space under lease in Baltimore, Maryland. In 2024, we will vacate the space at 100 East Pratt Street.

We have offices in 16 countries around the world, including the U.S.

Our operating and servicing activities are largely conducted at owned facilities in campus settings comprising 1.1 million square feet on two parcels of land in close proximity to Baltimore in Owings Mills, Maryland, and about 290,000 square feet in Colorado Springs, Colorado. We also maintain a nearly 60,000 square foot technology support facility in Hagerstown, Maryland.

We lease all our offices outside the U.S. with London and Hong Kong being our largest, as well as our business operations recovery site in Maryland, our technology development center in New York City, and offices in San Francisco, Washington D.C. and Philadelphia.

The acquisition of OHA adds leased offices in the United States (New York City, Fort Worth, and San Francisco), United Kingdom (London), Australia (Sydney), Hong Kong, and Luxembourg.

Information concerning our anticipated capital expenditures in 2022 is set forth in the capital resources and liquidity and material cash commitments discussions in Item 7 of this Form 10-K and our future minimum rental payments under noncancellable operating leases at December 31, 2021 is set forth in the Leases footnote to our audited consolidated financial statements in Item 8 of this Form 10-K.

### **Item 3. Legal Proceedings.**

For information about our legal proceedings, please see our Commitments and Contingencies footnote to our audited consolidated financial statements in Item 8. of this Form 10-K.

**Item 4. Mine Safety Disclosures.**

Not applicable.

**Information about our Executive Officers.**

The following information includes the names, ages, and positions of our executive officers as of February 24, 2022. There are no arrangements or understandings pursuant to which any person serves as an officer. The first eleven individuals are members of our management committee.

Robert W. Sharps (50), Chief Executive Officer since 2022, a Director and President since 2021, Head of Investments from 2018 to 2021, Group Chief Investment Officer from 2017 to 2021, Co-Head of Global Equity from 2017 to 2018, Lead Portfolio Manager, Institutional U.S. Large-Cap Equity Growth Strategy from 2001 to 2016, and a Vice President from 2001 to 2021.

Jennifer B. Dardis (49), Chief Financial Officer and Treasurer since 2021, Head of Finance in 2021 and Head of Corporate Strategy from 2016 to 2021, and a Vice President from 2010.

Glenn August (60), Chief Executive Officer of Oak Hill Advisors, L.P. ("OHA"), a Director and Vice President since 2021. He founded OHA in 1990.

Robert C.T. Higginbotham (54), Head of Global Distribution since 2019 and interim Chief Operating Officer since 2021, Head of Global Investment Management Services from 2018 to 2019, Head of Global Investment Services from 2012 to 2018, and a Vice President since 2012.

Stephon A. Jackson (59), Head of T. Rowe Price Investment Management since 2020, Associate Head of U.S Equity from 2020 to 2021, and a Vice President since 2007.

Andrew C. McCormick (61), Head of Fixed Income since 2019 and chief investment officer since 2022, Head of U.S. Taxable Bond from 2013 to 2018, and a Vice President since 2008.

Josh Nelson (45), Head of U.S. Equity since 2022, Associate Head of U.S. Equity in 2021, Director of Equity Research North America from 2019 to 2021, and a Vice President since 2007.

David Oestreicher (54), General Counsel since 2020, Corporate Secretary since 2012, and a Vice President since 2001. From 2009 through 2020, Mr. Oestreicher was the Chief Legal Counsel.

Sebastien Page (45), Head of Global Multi-Asset and a Vice President since 2015 and chief investment officer since 2022.

Justin Thomson (54), Head of International Equity since 2021, chief investment officer since 2017, Co-Head of Global Equity in 2021, and a Vice President since 2001.

Eric L. Veiel (50), Head of Global Equity and chief investment officer since 2022. Co-Head of Global Equity from 2018 to 2021, Head of U.S. Equity from 2016 to 2021, Director of Equity Research North America from 2014 to 2015, and a Vice President since 2006.

Jessica M. Hiebler (46), Principal Accounting Officer since 2010, Controller since 2020 and a Vice President since 2009.

## PART II

### Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Our common stock (\$.20 par value per share) trades on the NASDAQ Global Select Market under the symbol TROW. Dividends per share during the past two years were:

	1st quarter	2nd quarter	3rd quarter	4th quarter
2021	\$ 1.08	\$ 4.08	\$ 1.08	\$ 1.08
2020	\$ .90	\$ .90	\$ .90	\$ .90

The cash dividends declared during the second quarter of 2021 include a special dividend of \$3.00 per share that was declared in June 2021 and paid in July 2021.

Our common stockholders have approved all of our equity-based compensation plans. These plans provide for the following issuances of shares of our common stock at December 31, 2021:

	Employee and non-employee director plans	Employee stock purchase plan	Total
Exercise of outstanding options	2,846,579	—	2,846,579
Settlement of outstanding restricted stock units	5,795,395	—	5,795,395
Future issuances	11,584,645	1,320,803	12,905,448
<b>Total</b>	<b>20,226,619</b>	<b>1,320,803</b>	<b>21,547,422</b>

The outstanding options included in the table above have a weighted-average exercise price of \$72.87. Under the terms of the 2020 Long-Term Incentive Plan, approved by stockholders in May 2020, and the 2012 Long-Term Incentive Plan, the number of shares provided and available for future issuance will increase as we repurchase common stock in the future with the proceeds from stock option exercises. No shares have been issued under our Employee Stock Purchase Plan since its inception; all shares have been purchased in the open market.

The following table presents repurchase activity during the fourth quarter of 2021.

Month	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced program	Maximum number of shares that may yet be purchased under the program
October	1,642,691	\$ 198.35	1,642,144	16,936,065
November	502,337	\$ 211.52	499,434	16,436,631
December	912,105	\$ 195.49	910,721	15,525,910
<b>Total</b>	<b>3,057,133</b>	<b>\$ 199.66</b>	<b>3,052,299</b>	

Shares repurchased by us in a quarter may include repurchases conducted pursuant to publicly announced board authorizations, outstanding shares surrendered to the company to pay the exercise price in connection with swap exercises of employee stock options and shares withheld to cover the minimum tax withholding obligation associated with the vesting of restricted stock awards. Of the total number of shares purchased during the fourth quarter of 2021, 4,834 were related to shares surrendered in connection with employee stock option exercises and none were related to shares withheld to cover tax withholdings associated with the vesting of restricted stock awards.

The following table details the changes in and status of the Board of Directors' outstanding publicly announced board authorizations.

Authorization dates	12/31/2020	Additional shares authorized	Total Number of Shares Purchased	Maximum Number of Shares that May Yet Be Purchased at 12/31/2021
February 2019	6,467,311	—	(5,941,401)	525,910
March 2020	15,000,000	—	—	15,000,000
	21,467,311	—	(5,941,401)	15,525,910

We have 1,044 stockholders of record and approximately 510,000 beneficial stockholder accounts held by brokers, banks, and other intermediaries holding our common stock. Common stock owned outright by our associates and directors, combined with outstanding vested stock options and unvested restricted stock awards, total approximately 9% of our outstanding stock and outstanding vested stock options at December 31, 2021.

#### Item 6. Reserved

#### Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

##### OVERVIEW.

Our 2021 revenues and net income are derived primarily from investment advisory services provided to individual and institutional investors in U.S. mutual funds, subadvised funds, separately managed accounts, collective investment trusts, and other T. Rowe Price products. The other T. Rowe Price products include: open-ended investment products offered to investors outside the U.S. and products offered through variable annuity life insurance plans in the U.S. We also provide certain investment advisory clients with related administrative services, including distribution, mutual fund transfer agent, accounting, and shareholder services; participant recordkeeping and transfer agent services for defined contribution retirement plans; brokerage; trust services; and non-discretionary advisory services through model delivery.

We manage a broad range of U.S., international and global stock, bond, and money market mutual funds and collective investment trusts and other investment products, which meet the varied needs and objectives of individual and institutional investors. Investment advisory revenues depend largely on the total value and composition of assets under our management. Accordingly, fluctuations in financial markets and in the composition of assets under management affect our revenues and results of operations. Additionally, approximately 30% of our operating expenses for the years ended December 31, 2021, 2020 and 2019 are impacted by changes in assets under management.

We incur significant expenditures to develop new products and services and improve and expand our capabilities and distribution channels in order to attract new investment advisory clients and additional investments from our existing clients. These efforts often involve costs that precede any future revenues that we may recognize from an increase to our assets under management.

The general trend to passive investing has been persistent and accelerated in recent years, which has negatively impacted our new client inflows. However, over the long term we expect well-executed active management to play an important role for investors. In this regard, we have ample liquidity and resources that allow us to take advantage of attractive growth opportunities. We are investing in key capabilities, including investment professionals, distribution professionals, technologies, and new product offerings; and, most importantly, we provide our clients with strong investment management expertise and service.

On December 29, 2021, we completed our acquisition of Oak Hill Advisors, L.P., a leading alternative credit manager, and other entities that had common ownership (collectively, OHA). We acquired 100% of the equity interests of Oak Hill Advisors, L.P., 100% of the equity interests in entities that make co-investments in certain affiliated private investment funds (the "co-investment entities") and a majority of the equity interests in entities that have interests in general partners of affiliated private investment funds and are entitled to a disproportionate allocation of income (the "carried interest entities"). The acquisition of OHA included \$57 billion of capital under management, of which \$47 billion of fee-basis assets under management was added to our assets under management as of the date of the acquisition. The acquisition accelerates our expansion into alternatives

investment markets and complements our existing global platform and ongoing strategic initiatives in our core investments and distribution capabilities. Alternative credit strategies continue to be in demand from investors across the globe seeking attractive yields and risk-adjusted returns.

### **MARKET TRENDS.**

Even though the coronavirus pandemic continued, major U.S. stock indexes climbed in 2021, extending the brisk rebound that started in late-March 2020. Equities advanced as the economy reopened and recovered—facilitated by the rollout of coronavirus vaccines and some federal fiscal relief—and as corporations reported robust earnings growth. Elevated inflation stemming in part from shortages of some goods and materials amid global supply chain disruptions, the emergence of variants of the coronavirus, and the Federal Reserve's decision to taper its monthly asset purchases starting in November were among the factors that have weighed on the financial markets.

Stocks in developed non-U.S. equity markets rose but lagged U.S. shares. European stock markets were broadly positive in U.S. dollar terms. Several markets produced gains exceeding 20%. Shares in Spain and Portugal trailed with gains of less than 2%. Developed Asian markets were mixed in dollar terms. Hong Kong stocks fell about 4% due in part to the Chinese government's regulatory crackdown in certain sectors, as well as concerns about some highly indebted firms in the Chinese property market. Japanese shares gained about 2%.

Stocks in emerging markets generally declined in U.S. dollar terms, as currency weakness versus the dollar reduced local returns to U.S. investors. In Asia, stocks in Taiwan and India surged almost 27%, but Chinese shares fell nearly 22% amid the government's regulatory crackdown and concerns about the property market. Latin American markets were also mixed, as several countries struggled with political uncertainty, currency weakness, and elevated inflation that prompted central banks to raise short-term interest rates. Stocks in most emerging European markets appreciated, but Turkish shares and the lira plunged as the central bank reduced short-term interest rates in the final months of the year despite elevated inflation.

Returns of several major equity market indexes for 2021 are as follows:

S&P 500 Index	28.7%
NASDAQ Composite Index <sup>(1)</sup>	21.4%
Russell 2000 Index	14.8%
MSCI EAFE (Europe, Australasia, and Far East) Index	11.8%
MSCI Emerging Markets Index	(2.2)%

<sup>(1)</sup> Returns exclude dividends

Global bond returns were mostly negative amid rising bond market interest rates and, as the year progressed, growing expectations for major central banks to curtail their stimulus efforts. In the U.S., yields rose across the Treasury yield curve—especially in the intermediate-term portion of the curve—amid expectations that the Federal Reserve's tapering of monthly asset purchases, which began in November, will be a prelude to tighter monetary policy sometime in 2022. The 10-year U.S. Treasury note yield increased from 0.93% to 1.52% in 2021.

In the U.S. taxable investment-grade universe, Treasury securities performed worst, while corporate, mortgage-backed, and commercial mortgage-backed securities fell to a lesser extent. Asset-backed securities held up best, albeit with slight losses. Tax-free municipal securities produced positive returns, as municipal yields rose less than comparable Treasury yields. High yield bonds strongly outperformed for the year.

Bonds in developed non-U.S. markets declined in U.S. dollar terms, as a stronger U.S. dollar versus the yen, the euro, and other currencies reduced local returns to U.S. investors. Emerging markets bonds also declined, as bond yields increased and many emerging countries raised short-term interest rates in an attempt to stem inflation. Local currency issues fared worse than dollar-denominated debt, as most emerging markets currencies declined against the dollar.

Returns of several major bond market indexes for 2021 are as follows:

Bloomberg Barclays U.S. Aggregate Bond Index	(1.5)%
JPMorgan Global High Yield Index	4.9%
Bloomberg Barclays Municipal Bond Index	1.5%
Bloomberg Barclays Global Aggregate Ex-U.S. Dollar Bond Index	(7.1)%
JPMorgan Emerging Markets Bond Index Plus	(4.5)%

### **ASSETS UNDER MANAGEMENT.**

Assets under management ended 2021 at \$1,687.8 billion, an increase of \$217.3 billion from the end of 2020. This increase was primarily driven by market appreciation and income, net of distributions not reinvested, of \$198.9 billion. The acquisition of OHA completed on December 29, 2021 included \$57 billion of capital under management (which includes net assets value, portfolio value and/or unfunded capital), of which \$46.9 billion of fee-basis assets under management are included in the assets under management in the tables below. These increases were partially offset by net cash outflows of \$28.5 billion for 2021. Clients transferred \$23.8 billion in net assets from the U.S. mutual funds primarily to collective investment trusts, of which \$16.2 billion transferred into the retirement date trusts.

The following table details changes in our assets under management by vehicle during the last three years:

(in billions)	U.S. mutual funds	Subadvised and separate accounts	Collective investment trusts and other investment products	Private investment funds and CLOs	Total
Assets under management at December 31, 2018	\$ 564.5	\$ 250.0	\$ 147.8	\$ —	\$ 962.3
Net cash flows before client transfers	7.6	(.3)	5.9	—	13.2
Client transfers <sup>(1)</sup>	(23.2)	1.1	22.1	—	—
Net cash flows after client transfers	(15.6)	.8	28.0	—	13.2
Net market depreciation, net of income	135.6	63.0	34.5	—	233.1
Distributions not reinvested	(1.8)	—	—	—	(1.8)
Change during the period	118.2	63.8	62.5	—	244.5
Assets under management at December 31, 2019	682.7	313.8	210.3	—	1,206.8
Net cash flows before client transfers	(11.5)	8.0	9.1	—	5.6
Client transfers <sup>(1)</sup>	(13.7)	2.0	11.7	—	—
Net cash flows after client transfers	(25.2)	10.0	20.8	—	5.6
Net market appreciation and income	140.0	76.3	43.7	—	260.0
Distributions not reinvested	(2.9)	—	(.2)	—	(3.1)
Acquired assets under management	—	—	1.2	—	1.2
Change during the period	111.9	86.3	65.5	—	263.7
Assets under management at December 31, 2020	794.6	400.1	275.8	—	1,470.5
Net cash flows before client transfers	(4.9)	(34.0)	10.4	—	(28.5)
Client transfers <sup>(1)</sup>	(23.8)	2.7	21.1	—	—
Net cash flows after client transfers	(28.7)	(31.3)	31.5	—	(28.5)
Net market appreciation and income	111.8	57.4	36.2	—	205.4
Distributions not reinvested	(6.3)	—	(.2)	—	(6.5)
Change during the period	76.8	26.1	67.5	—	170.4
Acquisition assets under management at December 31, 2021	871.4	426.2	343.3	\$ —	1,640.9
Acquired fee-basis assets under management	—	10.9	—	36.0	46.9
Assets under management at December 31, 2021	\$ 871.4	\$ 437.1	\$ 343.3	\$ 36.0	\$ 1,687.8

<sup>(1)</sup> In all three years, the majority of the client transfers were from the T. Rowe Price U.S. mutual funds to the T. Rowe Price collective investment trusts, which are included in collective investment trusts and other investment products.

The following table details changes in our assets under management by asset class during the last three years:

(in billions)	Equity	Fixed income, including money market	Multi-asset <sup>(1)</sup>	Alternatives <sup>(2)</sup>	Total
Assets under management at December 31, 2018	\$ 539.9	\$ 136.1	\$ 286.3	\$ —	\$ 962.3
Net cash flows	(.2)	3.5	9.9	—	13.2
Net market depreciation, net of income <sup>(3)</sup>	159.2	8.3	63.8	—	231.3
Change during the period	159.0	11.8	73.7	—	244.5
Assets under management at December 31, 2019	698.9	147.9	360.0	—	1,206.8
Net cash flows	—	14.1	(8.5)	—	5.6
Net market appreciation and income <sup>(3)</sup>	196.9	5.5	54.5	—	256.9
Acquired assets under management	—	1.2	—	—	1.2
Change during the period	196.9	20.8	46.0	—	263.7
Assets under management at December 31, 2020	895.8	168.7	406.0	—	1,470.5
Net cash flows	(44.6)	1.2	14.9	—	(28.5)
Net market appreciation and income <sup>(3)</sup>	141.5	.6	56.8	—	198.9
Change during the period	96.9	1.8	71.7	—	170.4
Preacquisition assets under management at December 31, 2021	992.7	170.5	477.7	—	\$ 1,640.9
Acquired fee-basis assets under management	—	5.2	—	41.7	46.9
Assets under management at December 31, 2021	<u>\$ 992.7</u>	<u>\$ 175.7</u>	<u>\$ 477.7</u>	<u>\$ 41.7</u>	<u>\$ 1,687.8</u>

<sup>(1)</sup> The underlying assets under management of the multi-asset portfolios have been aggregated and presented in this category and not reported in the equity and fixed income columns.

<sup>(2)</sup> The alternatives asset class includes strategies authorized to invest more than 50% of its holdings in private credit, leveraged loans, mezzanine, real assets/CRE, structured products, stressed / distressed, non-investment grade CLOs, special situations, or have absolute return as its investment objective. Generally, only those strategies with longer than daily liquidity are included.

<sup>(3)</sup> Reported net of distributions not reinvested.

Investment advisory clients outside the U.S. account for 9.9% of our assets under management at December 31, 2021 and 9.3% at December 31, 2020. The percentage at December 31, 2021 reflects the assets under management from OHA's clients outside the United States.

Our net cash flows in 2021 reflect net outflows from domestic equity as well as domestic fixed income. These outflows also reflect the redemption of about \$2.5 billion from our U.S. mutual fund investments to fund the cash portion of the OHA acquisition. These outflows were partially offset by cash inflows in our multi-asset franchise and international fixed income. From a geography perspective, the Americas and EMEA regions experienced net outflows predominantly in equity in both regions, while APAC had positive net flows. Net cash flows for 2020 reflect positive flows into fixed income and international equity, while experiencing net outflows in domestic equity and our multi-asset franchise resulting from macroeconomic headwinds and ongoing pressure from passive investments. Net cash flows for 2019 were driven by diversified inflows across distribution channels and geographies, the strength of our multi-asset franchise, and positive flows into fixed income and international equity.

Our target date retirement products, which are included in the multi-asset totals shown above, continue to be a significant part of our assets under management. Assets under management in our target date retirement products as well as net cash inflows/(outflows), by vehicle, are as follows:

(in billions)	Assets under management			Net cash inflows/(outflows) for year ended		
	12/31/21	12/31/20	12/31/19	12/31/21	12/31/20	12/31/19
U.S. mutual funds	\$ 187.1	\$ 176.1	\$ 164.8	\$ (12.5)	\$ (12.7)	\$ (10.8)
Collective investment trusts	191.1	145.4	119.2	23.2	5.4	19.5
Separately managed accounts	12.9	10.7	8.4	.6	.8	1.1
	<u>\$ 391.1</u>	<u>\$ 332.2</u>	<u>\$ 292.4</u>	<u>\$ 11.3</u>	<u>\$ (6.5)</u>	<u>\$ 9.8</u>

The firm also provides strategic investment advice solutions for certain portfolios. These advice solutions, which the vast majority is overseen by our multi-asset division, may include strategic asset allocation, and in certain portfolios, asset selection and/or tactical asset allocation overlays. The firm also offers advice solutions through retail separately managed accounts and separately managed accounts model delivery. As of December 31, 2021, total assets in these solutions were \$488 billion, of which \$480 billion are included in our reported assets under management in the tables above.

We provide participant accounting and plan administration for defined contribution retirement plans that invest in the firm's U.S. mutual funds, collective investment trusts and funds managed outside of the firm's complex. As of December 31, 2021, our assets under administration were \$270 billion, of which nearly \$163 billion are assets we manage.

### **INVESTMENT PERFORMANCE<sup>(1)</sup>**

Strong investment performance and brand awareness is a key driver to attracting and retaining assets—and to our long-term success. The following table presents investment performance for the one-, three-, five-, and 10-years ended December 31, 2021. Past performance is no guarantee of future results.

#### **% of U.S. mutual funds that outperformed Morningstar median<sup>(2),(3)</sup>**

	1 year	3 years	5 years	10 years
Equity	38%	64%	68%	85%
Fixed Income	74%	55%	56%	57%
Multi-Asset	55%	72%	82%	90%
All Funds	55%	63%	68%	76%

#### **% of U.S. mutual funds that outperformed passive peer median<sup>(2),(4)</sup>**

	1 year	3 years	5 years	10 years
Equity	36%	59%	61%	63%
Fixed Income	62%	65%	55%	50%
Multi-Asset	53%	76%	74%	86%
All Funds	49%	66%	63%	65%

#### **% of composites that outperformed benchmarks<sup>(5)</sup>**

	1 year	3 years	5 years	10 years
Equity	39%	62%	70%	77%
Fixed Income	61%	70%	78%	77%
All Composites	47%	65%	73%	77%

**AUM Weighted Performance**

**% of U.S. mutual funds AUM that outperformed Morningstar median<sup>(2),(3)</sup>**

	1 year	3 years	5 years	10 years
Equity	39%	50%	80%	92%
Fixed Income	93%	65%	57%	61%
Multi-Asset	85%	94%	95%	96%
All Funds	55%	62%	81%	90%

**% of U.S. mutual funds AUM that outperformed passive peer median<sup>(2),(4)</sup>**

	1 year	3 years	5 years	10 years
Equity	32%	45%	58%	51%
Fixed Income	84%	61%	45%	51%
Multi-Asset	83%	95%	95%	96%
All Funds	48%	57%	65%	62%

**% of composites AUM that outperformed benchmarks<sup>(5)</sup>**

	1 year	3 years	5 years	10 years
Equity	33%	60%	68%	77%
Fixed Income	80%	78%	76%	74%
All Composites	40%	63%	69%	77%

As of December 31, 2021, 72 of 123 (58.5%) of our rated U.S. mutual funds (across primary share classes) received an overall rating of 4 or 5 stars. By comparison, 32.5% of Morningstar's fund population is given a rate of 4 or 5 stars<sup>(6)</sup>. In addition, 71%<sup>(6)</sup> of AUM in our rated U.S. mutual funds (across primary share classes) ended 2021 with an overall rating of 4 or 5 stars.

<sup>(1)</sup> The investment performance reflects that of T. Rowe Price sponsored mutual funds and composites AUM and not of OHA's products.

<sup>(2)</sup> Source: © 2021 Morningstar, Inc. All rights reserved. The information contained herein: 1) is proprietary to Morningstar and/or its content providers; 2) may not be copied or distributed; and 3) is not warranted to be accurate, complete, or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information.

<sup>(3)</sup> Source: Morningstar. Primary share class only. Excludes money market mutual funds, funds with an operating history of less than one year, T. Rowe Price passive funds, and T. Rowe Price funds that are clones of other funds. The top chart reflects the percentage of T. Rowe Price funds with 1 year, 3 year, 5 year, and 10 year track record that are outperforming the Morningstar category median. The bottom chart reflects the percentage of T. Rowe Price funds AUM that has outperformed for the time periods indicated. Total Fund AUM included for this analysis includes \$521B for 1 year, \$521B for 3 years, \$520B for 5 years, and \$511B for 10 years.

<sup>(4)</sup> Passive Peer Median was created by T. Rowe Price using data from Morningstar. Primary share class only. Excludes money market mutual funds, funds with an operating history of less than one year, funds with fewer than three peers, T. Rowe Price passive funds, and T. Rowe Price funds that are clones of other funds. This analysis compares T. Rowe Price active funds to the applicable universe of passive/index open-end funds and ETFs of peer firms. The top chart reflects the percentage of T. Rowe Price funds with 1 year, 3 year, 5 year, and 10 year track record that are outperforming the passive peer universe. The bottom chart reflects the percentage of T. Rowe Price funds AUM that has outperformed for the time periods indicated. Total AUM included for this analysis includes \$499B for 1 year, \$491B for 3 years, \$489B for 5 years, and \$424B for 10 years.

<sup>(5)</sup> Composite net returns are calculated using the highest applicable separate account fee schedule. Excludes money market composites. All composites compared to official GIPS composite primary benchmark. The top chart reflects the percentage of T. Rowe Price composites with 1 year, 3 year, 5 year, and 10 year track record that are outperforming their benchmarks. The bottom chart reflects the percentage of T. Rowe Price composite AUM that has outperformed for the time periods indicated. Total AUM included for this analysis includes \$1,506B for 1 year, \$1,504B for 3 years, \$1,499B for 5 years, and \$1,461B for 10 years.

<sup>(6)</sup> The Morningstar Rating™ for funds is calculated for funds with at least a three-year history. Exchange-traded funds and open-ended mutual funds are considered a single population for comparative purposes. It is calculated based on a Morningstar Risk-Adjusted Return measure that accounts for variation in a managed product's monthly excess performance, placing more emphasis on downward variations and rewarding consistent performance. Morningstar gives its best ratings of 5 or 4 stars to the top 32.5% of all funds (of the 32.5%, 10% get 5 stars and 22.5% get 4 stars). The Overall Morningstar Rating™ is derived from a weighted average of the performance figures associated with a fund's 3, 5, and 10 year (if applicable) Morningstar Rating™ metrics.

**RESULTS OF OPERATIONS.**

The following table and discussion set forth information regarding our consolidated financial results for 2021, 2020 and 2019 on a U.S. GAAP basis and a non-GAAP basis. The non-GAAP basis adjusts for the impact of our consolidated T. Rowe Price investment products, the impact of market movements on the supplemental savings plan liability and related economic hedges, investment income related to certain other investments, and certain nonrecurring charges and gains, including in 2021, transaction costs associated with the acquisition of OHA.

We completed our acquisition of OHA on December 29, 2021; however, our results of operations do not include any financial results of OHA for 2021 as the OHA activity between the closing date and December 31, 2021 was deemed to be immaterial. We currently expect acquisition-related intangibles amortization, fair value adjustments of contingent consideration, acquisition-related retention compensation expense, and other acquisition-related expenses to impact our operating results beginning in 2022.

(in millions, except per-share data)	2021	2020	2019	2021 compared with 2020		2020 compared with 2019	
				\$ Change	% Change	\$ Change	% Change
<b>U.S. GAAP basis</b>							
Investment advisory fees	\$ 7,098.1	\$ 5,693.1	\$ 5,112.5	\$ 1,405.0	24.7 %	\$ 580.6	11.4 %
Net revenues	\$ 7,671.9	\$ 6,206.7	\$ 5,617.9	\$ 1,465.2	23.6 %	\$ 588.8	10.5 %
Operating expenses	\$ 3,961.9	\$ 3,461.0	\$ 3,230.9	\$ 500.9	14.5 %	\$ 230.1	7.1 %
Net operating income	\$ 3,710.0	\$ 2,745.7	\$ 2,387.0	\$ 964.3	35.1 %	\$ 358.7	15.0 %
Non-operating income <sup>(1)</sup>	\$ 284.6	\$ 496.5	\$ 540.3	\$ (211.9)	n/m	\$ (43.8)	n/m
Net income attributable to T. Rowe Price Group	\$ 3,082.9	\$ 2,372.7	\$ 2,131.3	\$ 710.2	29.9 %	\$ 241.4	11.3 %
Diluted earnings per common share	\$ 13.12	\$ 9.98	\$ 8.70	\$ 3.14	31.5 %	\$ 1.28	14.7 %
Weighted average common shares outstanding assuming dilution	228.8	231.2	238.6	(2.4)	(1.0)%	(7.4)	(3.1)%
<b>Adjusted non-GAAP basis<sup>(2)</sup></b>							
Operating expenses	\$ 3,840.3	\$ 3,342.7	\$ 3,149.8	\$ 497.6	14.9 %	\$ 192.9	6.1 %
Net income attributable to T. Rowe Price Group	\$ 2,995.3	\$ 2,276.8	\$ 1,975.6	\$ 718.5	31.6 %	\$ 301.2	15.2 %
Diluted earnings per common share	\$ 12.75	\$ 9.58	\$ 8.07	\$ 3.17	33.1 %	\$ 1.51	18.7 %
<b>Assets under management (in billions)</b>							
Average assets under management <sup>(3)</sup>	\$ 1,599.3	\$ 1,247.9	\$ 1,109.3	\$ 351.4	28.2 %	\$ 138.6	12.5 %
Ending assets under management	\$ 1,687.8	\$ 1,470.5	\$ 1,206.8	\$ 217.3	14.8 %	\$ 263.7	21.9 %

<sup>(1)</sup> The percentage change in non-operating income is not meaningful (n/m).

<sup>(2)</sup> See the reconciliation to the comparable U.S. GAAP measures at the end of the Results of Operations section of this Management's Discussion and Analysis.

<sup>(3)</sup> Average assets under management for 2021 does not include the impact of the acquired fee-basis assets under management related to the OHA acquisition.

## **Results Overview - 2021 as compared to 2020**

**Investment advisory revenues.** Investment advisory fees are earned based on the value and composition of our assets under management, which change based on fluctuations in financial markets and net cash flows. As our average assets under management increase or decrease in a given period, the level of our investment advisory fee revenue for that same period generally fluctuates in a similar manner. Our annualized effective fee rates can be impacted by market or cash flow related shifts among asset and share classes, price changes in existing products, and asset level changes in products with tiered-fee structures.

Investment advisory revenues earned in 2021 increased 24.7% over the comparable 2020 period as average assets under our management increased \$351.4 billion, or 28.2%, to \$1,599.3 billion. In 2021, we voluntarily waived \$57.9 million, or less than 1%, of our investment advisory fees from certain of our money market mutual funds, trusts, and other investment portfolios in order to maintain a positive yield for investors. At December 31, 2021, combined net assets of the investment portfolios in which we waived fees in 2021 were \$22.0 billion. We anticipate that the waivers in Q1 2022 will be at a slightly lower level than Q4 2021, and we expect to continue to waive fees through at least the first half of 2022.

The average annualized fee rate earned on our assets under management was 44.4 basis points in 2021, compared with 45.6 basis points earned in 2020. Our effective fee rate has declined largely due to the July 2021 fee reductions in our target date products, client transfers within the complex to lower fee vehicles or share classes over

the last year, higher money market fee waivers, and lower performance-based fees. These were partially offset as higher market valuations led to an asset class shift towards equity strategies.

**Operating expenses.** Operating expenses were \$3,961.9 million in 2021, an increase of 14.5% over the comparable 2020 period. On a non-GAAP basis, operating expenses were \$3,840.3 million, a 14.9% increase over the comparable 2020 period.

The increase in both GAAP and non-GAAP operating expenses was primarily due to higher compensation expenses, including higher annual bonuses, salaries and benefits, and stock-based compensation expenses as a result of continued investment in hiring for our business as well as higher distribution and servicing costs due to higher average assets under management. The 2021 period also reflects costs incurred from an expanded relationship with FIS Capital Markets US LLC ("FIS"), which began providing technology development and core operations for our full-service recordkeeping offering in August 2021. These costs incurred from the FIS arrangement were partially offset by a reduction in compensation expenses as a result of the approximately 800 associates who transitioned to FIS in August 2021.

The firm currently estimates its 2022 non-GAAP operating expenses, including a full-year of OHA's operating expenses, will grow in the range of 12% to 16%. Without consideration of OHA's operating expenses, the firm's 2022 non-GAAP operating expenses are expected to grow in the range of 4% to 8%. The firm could elect to adjust its expense growth should unforeseen circumstances arise, including significant market movements.

**Operating margin.** Our operating margin in 2021 was 48.4%, compared with 44.2% in 2020. The increase in our operating margin in 2021 compared with 2020 is primarily driven by revenue growth outpacing the increase in operating expenses.

**Diluted earnings per share.** Diluted earnings per share was \$13.12 in 2021 as compared to \$9.98 in 2020. On a non-GAAP basis, diluted earnings per share was \$12.75 in 2021 as compared to \$9.58 for 2020. The increase in both GAAP and non-GAAP diluted earnings per share in 2021 compared to 2020 was primarily driven by higher operating income, lower weighted average outstanding shares, and a lower effective tax rate. These drivers of the increase were partially offset by lower net investment gains recognized in 2021 than in 2020. See our non-GAAP reconciliations later in this Management's Discussion and Analysis section.

#### **Future Operating Results Impact of OHA acquisition**

As part of the OHA acquisition, certain assets and liabilities resulting from the purchase price allocation, along with certain retention-related arrangements, will impact our operating results in future periods. These include the amortization of certain intangibles, fair value adjustments of contingent consideration, amortization of any fair market value basis differences, and compensation expense of retention-related arrangements. The table below highlights the maximum future impact of these items on our consolidated income statement and expected future recognition period. See Note 2 to our consolidated financial statements for more information about these acquisition-related items.

Item	Maximum Future Impact to Operating Results (in millions)	Description	Recognition Period
Contingent Consideration Liability - Earnout <sup>(1)</sup>	Up to \$593.7	Fair market value remeasured each quarter over the performance period with any change recognized in general, administrative, and other expenses; Portion considered to be compensatory will be recognized as compensation expense over the related service period.	3 to 5 years
Definite-lived intangible assets <sup>(1)</sup>	\$ 613.9	Non-cash amortization of investment management agreement intangible assets.  <i>For 2022, amount to be recognized is expected to be \$109 million.</i>	6.1 years (weighted average)
Investments in affiliated private investment funds - fair value in excess of carrying value <sup>(1)</sup>	\$ 306.5	Non-cash amortization to be recognized as a reduction in net revenues.  <i>For 2022, amount to be recognized is expected to be \$53 million.</i>	5.9 years (weighted average)
Non-controlling interest - fair value in excess of carrying value <sup>(1)</sup>	\$ (129.1)	Non-cash amortization to be recognized as a reduction in compensation expense.  <i>For 2022, amount to be recognized is expected to be \$23 million.</i>	5.9 years (weighted average)
Purchase consideration deemed compensatory <sup>(1)</sup>	\$ 283.2	Non-cash amortization to be recognized as compensation expense.  <i>For 2022, amount to be recognized is expected to be \$57 million.</i>	5 years
Value creation arrangement	Variable - Fair market value at December 31, 2021 was \$30 million.	Fair market value remeasured each quarter and recognized over the performance period as compensation expense.	5 years

<sup>(1)</sup> Related operating results impact is anticipated to be a non-GAAP adjustment beginning in 2022.

## Results Overview - 2020 as compared to 2019

**Investment advisory revenues.** In 2020, investment advisory revenues increased 11.4% over the comparable 2019 period as average assets under our management increased \$138.6 billion, or 12.5%, to \$1,247.9 billion.

The average annualized fee rate earned on our assets under management was 45.6 basis points in 2020, compared with 46.1 basis points earned in 2019. Our effective fee rate declined largely due to client transfers within the complex to lower fee vehicles or share classes and the money market fee waivers. These declines were partially offset by performance-based fees earned in 2020.

**Operating expenses.** For 2020, operating expenses were \$3,461.0 million as compared with \$3,230.9 million in the 2019 period. The increase in operating expenses was primarily due to a \$38.6 million increase in expense related to the supplemental savings plan from higher market returns, higher compensation expenses and our continued strategic investments.

In 2020, our non-GAAP operating expenses increased 6.1% to \$3,342.7 million compared with 2019. See our non-GAAP reconciliations later in this Management's Discussion and Analysis section.

**Operating margin.** Our operating margin in 2020 was 44.2%, compared with 42.5% in 2019. The increase in our operating margin in 2020 compared to 2019 was primarily driven by the higher net revenues, partially offset by higher compensation-related expenses.

**Diluted earnings per share.** Diluted earnings per share was \$9.98 in 2020 as compared with \$8.70 in 2019. The 14.7% increase in diluted earnings per share in 2020 compared to 2019 as primarily driven by higher operating income, lower weighted average outstanding shares, and a lower effective tax rate. These drivers of the increase were partially offset by lower net investment gains recognized in 2020 than in 2019.

On a non-GAAP basis, diluted earnings per share were \$9.58 in 2020 as compared with \$8.07 in 2019. The increase in non-GAAP diluted earnings per share was primarily due to higher operating income, lower weighted average outstanding shares, and a lower effective tax rate. The impact of these drivers were partially offset by lower net investment gains recognized in 2020 than in 2019. See our non-GAAP reconciliations later in this Management's Discussion and Analysis section.

### Net revenues

(in millions)	2021	2020	2019	2021 compared with 2020		2020 compared with 2019	
				\$ Change	% Change	\$ Change	% Change
<b>Investment advisory fees</b>							
U.S. mutual funds	\$ 4,388.9	\$ 3,639.9	\$ 3,452.5	\$ 749.0	20.6 %	\$ 187.4	5.4 %
Subadvised funds, separate accounts, collective investment trusts, and other investment products	2,709.2	2,053.2	1,660.0	656.0	32.0 %	393.2	23.7 %
	<u>7,098.1</u>	<u>5,693.1</u>	<u>5,112.5</u>	<u>1,405.0</u>	<u>24.7 %</u>	<u>580.6</u>	<u>11.4 %</u>
<b>Administrative, distribution, and servicing fees</b>							
Administrative fees	453.5	402.3	385.4	51.2	12.7 %	16.9	4.4 %
Distribution and servicing fees	120.3	111.3	120.0	9.0	8.1 %	(8.7)	(7.3)%
	<u>573.8</u>	<u>513.6</u>	<u>505.4</u>	<u>60.2</u>	<u>11.7 %</u>	<u>8.2</u>	<u>1.6 %</u>
<b>Net revenues</b>	<b>\$ 7,671.9</b>	<b>\$ 6,206.7</b>	<b>\$ 5,617.9</b>	<b>\$ 1,465.2</b>	<b>23.6 %</b>	<b>\$ 588.8</b>	<b>10.5 %</b>

Investment advisory fees. The relationship between the change in average assets under management and the change in investment advisory fee revenue for 2021, 2020 and 2019 are presented below.

	2021 compared with 2020		2020 compared with 2019	
	Increase in average assets under management	Increase in investment advisory fees	Increase in average assets under management	Increase in investment advisory fees
U.S. mutual funds	24.6 %	20.6 %	7.4 %	5.4 %
Subadvised funds, separate accounts, collective investment trusts, and other investment products	32.6 %	32.0 %	19.5 %	23.7 %
Total investment advisory fees	<u>28.2 %</u>	<u>24.7 %</u>	<u>12.5 %</u>	<u>11.4 %</u>

In general, strong market returns in 2021 shifted the asset and share class mix among different fee rates and products including those with tiered-fee structures. Additionally, we have reduced the management fees of certain products over the last few years, including fee reductions in our target date products in July 2021.

In 2021, the relationship between U.S. mutual funds' average assets under management and investment advisory fee growth was impacted by the July 2021 fee reductions in our target date products and increased money market fees waivers.

For the subadvised funds, separate accounts, collective investment trusts, and other investment products, the July 2021 target date products fee reductions and lower performance fees reduced our effective fee rate, but was partially offset by a mix shift towards equities and inflows into our international products. These investment advisory revenues include fees earned for distribution-related services that we contract third-party intermediaries to provide. The costs we incur to pay the third-party intermediaries are recorded as part of distribution and servicing expenses.

In 2020, in general, strong market returns shifted the asset and share class mix among different fee rates and products including those with tiered-fee structures. Additionally, we have reduced the management fees of certain products over the last few years. The relationship between average assets under management and investment

advisory fee growth was also impacted by the money market fees waivers and client transfers within the complex to lower fee vehicles or share classes.

**Administrative, distribution, and servicing fees.** Administrative, distribution, and servicing fees in 2021 were \$573.8 million, an increase of \$60.2 million from 2020. The higher fees were primarily due to increased transfer agent servicing activities provided to our U.S. mutual funds, higher model delivery revenue, as well as higher 12b-1 revenue earned on the Advisor and R share classes of the U.S. mutual funds as a result of increased assets under management in these share classes. The increase in 12b-1 revenue is offset entirely by costs paid to third-party intermediaries that source these assets and is reported in distribution and servicing expense.

For 2020, administrative, distribution, and servicing fees were \$513.6 million, an increase of \$8.2 million from 2019. The higher fees were primarily due to increased transfer agent servicing activities provided to our U.S. mutual funds. This increase was partially offset by lower 12b-1 revenue earned on the Advisor and R classes of the U.S. mutual funds as well as client transfers to lower fee vehicles and share classes have reduced assets under management in these share classes.

Net revenues are presented after the elimination of \$5.5 million for 2021, \$9.9 million for 2020, and \$6.8 million for 2019, earned from our consolidated T. Rowe Price investment products. The corresponding expenses recognized by these consolidated products were also eliminated from operating expenses.

### **Operating expenses**

(in millions)				2021 compared with 2020		2020 compared with 2019	
	2021	2020	2019	\$ Change	% Change	\$ Change	% Change
Compensation and related costs, excluding supplemental savings plan	\$ 2,300.0	\$ 2,070.6	\$ 1,896.0	\$ 229.4	11.1 %	\$ 174.6	9.2 %
Supplemental savings plan	83.0	111.8	73.2	(28.8)	(25.8)%	38.6	52.7 %
Compensation and related costs	\$ 2,383.0	\$ 2,182.4	\$ 1,969.2	200.6	9.2 %	213.2	10.8 %
Distribution and servicing costs	373.9	278.5	262.5	95.4	34.3 %	16.0	6.1 %
Advertising and promotion	100.2	83.7	96.8	16.5	19.7 %	(13.1)	(13.5)%
Product and recordkeeping related costs	236.3	155.5	153.2	80.8	52.0 %	2.3	1.5 %
Technology, occupancy, and facility costs	484.9	444.8	427.3	40.1	9.0 %	17.5	4.1 %
General, administrative, and other	383.6	316.1	321.9	67.5	21.4 %	(5.8)	(1.8)%
Total operating expenses	\$ 3,961.9	\$ 3,461.0	\$ 3,230.9	\$ 500.9	14.5 %	\$ 230.1	7.1 %

**Compensation and related costs, excluding supplemental savings plan.** Compensation and related costs, excluding the supplemental savings plan, increased \$229.4 million, or 11.1%, for 2021 as compared with 2020. This increase was primarily due to our strong operating results which led to an \$107.6 million increase in our annual bonus compensation and \$28.4 million in higher stock-based compensation expense. Also contributing to the increase in costs was a \$88.5 million increase in salaries, benefits and related employee costs due to modest increases in base salaries at the beginning of the year as well as an increase in our average headcount, excluding the transition of 800 T. Rowe Price operations and technology associates to FIS on August 1, 2021 and the addition of OHA associate at the end of the year. These increases in compensation and related costs were offset in part by \$11.7 million in higher labor capitalization related to internally developed software in 2021.

For 2020, compensation and related costs, excluding the supplemental savings plan, increased \$174.6 million, or 9.2%, as compared with 2019. This increase was primarily due to an \$83.0 million increase in salaries, benefits and related employee costs, as our average staff size increased 5.8% from prior year and we made modest increases to base salaries at the beginning of the year. Strong 2020 operating results led to a \$65.5 million increase in our annual variable compensation, primarily bonus compensation, and higher stock-based compensation expense. These increases in compensation and related costs were partially offset by \$30.4 million in higher labor capitalization related to internally developed software in 2020.

*Distribution and servicing costs.* Distribution and servicing costs were \$373.9 million for 2021, an increase of \$95.4 million, or 34.3%, compared to 2020. The increase was primarily driven by higher AUM-based distribution costs as a result of continued market appreciation and inflows into our international products, including our Japanese ITMs and SICAVs. Higher costs incurred to distribute certain other products through U.S. financial intermediaries also contributed to the increase.

Distribution and servicing costs were \$278.5 million for 2020, an increase of \$16.0 million, or 6.1%, compared with 2019. The increase was primarily driven by higher distribution costs as a result of continued inflows into our international products, including our Japanese ITMs and SICAVs. These higher distribution costs were partially offset by client transfers, largely from Advisor and R classes, to vehicles that don't pay distribution and servicing costs.

Distribution and servicing costs paid to third-party intermediaries that source the assets of certain share classes of our U.S. mutual funds and our international products, such as our Japanese ITMs and SICAVs, are recognized in this expense. Both of these costs are offset entirely by the revenue we earn and report in net revenues: 12B-1 revenue recognized in administrative, distribution, and servicing fees for the U.S. mutual funds and investment advisory fee revenue for our international products.

*Advertising and promotion.* Advertising and promotion costs were \$100.2 million for 2021, an increase of \$16.5 million, or 19.7%, compared with 2020. The increase was primarily driven by increased media spend during 2021.

For 2020, advertising and promotion costs were \$83.7 million, a decrease of \$13.1 million, or 13.5%, compared with 2019. The decrease was primarily driven by lower media costs and fewer conference and promotional events in 2020 as a result of cancellations arising from the coronavirus pandemic in 2020.

*Product and recordkeeping related costs.* Product and recordkeeping related costs were \$236.3 million for 2021, an increase of \$80.8 million, or 52.0%, compared with 2020. More than 85% of the increase in 2021 was driven by the recordkeeping costs incurred as part of our expanded FIS relationship, including certain transition expenses that will not recur in 2022. While these transition expenses will not recur, we do expect to incur certain technology-related costs as part of this expanded relationship with FIS over the next few years. These will be reported as technology, occupancy, and facility costs.

Product and recordkeeping related costs were \$155.5 million for 2020, an increase of \$2.3 million, or 1.5%, compared with 2019. The increase is primarily due to higher expenses related to servicing retirement plan products, partially offset by lower costs incurred to provide administrative services to the U.S. mutual funds.

*Technology, occupancy, and facility costs.* Technology, occupancy, and facility costs were \$484.9 million for 2021, \$444.8 million for 2020, and \$427.3 million for 2019. The increases over the last two years were due primarily to ongoing investment in our technology capabilities, including hosting solution licenses and related depreciation. The 2019 year included certain non-recurring office facility costs.

*General, administrative, and other costs.* General, administrative, and other costs were \$383.6 million for 2021, \$316.1 million for 2020, and \$321.9 million for 2019. Nearly 50% of the increase in 2021 was related to the transaction costs incurred to complete the acquisition of OHA. Higher information services, legal, and third-party research costs contributed to the remaining increase in 2021 compared with 2020. Travel-related expenses in 2021 were lower than 2020, and both 2021 and 2020 expenses were lower than travel-related expenses in 2019 due to the impact of the coronavirus pandemic.

For 2020, higher third-party investment research costs, professional fees, and other administrative related costs in 2020 were more than offset by lower travel-related expenses.

## Non-operating income

Net non-operating investment income decreased \$211.9 million in 2021 compared with 2020 and decreased \$43.8 million in 2020 compared with 2019. Net non-operating investment activity for the years ended December 31, 2021, 2020 and 2019 comprised the following:

(in millions)	2021	2020	2019	2021 compared with 2020 \$ Change	2020 compared with 2019 \$ Change
Net gains (losses) from non-consolidated T. Rowe Price investment products					
Cash and discretionary investments					
Dividend income	\$ 34.7	\$ 25.2	\$ 67.6	\$ 9.5	\$ (42.4)
Market related gains (losses) and equity in earnings (losses)	(6.0)	67.5	58.4	(73.5)	9.1
<b>Total cash and discretionary investments</b>	<b>28.7</b>	<b>92.7</b>	<b>126.0</b>	<b>(64.0)</b>	<b>(33.3)</b>
Seed capital investments					
Dividend income	.9	2.2	2.3	(1.3)	(.1)
Market related gains and equity in earnings	41.6	32.2	42.7	9.4	(10.5)
Net gain recognized upon deconsolidation	2.4	.7	.1	1.7	.6
Investments used to hedge the supplemental savings plan liability	83.0	91.1	67.9	(8.1)	23.2
<b>Total net gains from non-consolidated T. Rowe Price investment products</b>	<b>156.6</b>	<b>218.9</b>	<b>239.0</b>	<b>(62.3)</b>	<b>(20.1)</b>
Other investment income	59.2	27.9	21.4	31.3	6.5
<b>Net gains on investments</b>	<b>215.8</b>	<b>246.8</b>	<b>260.4</b>	<b>(31.0)</b>	<b>(13.6)</b>
Net gains on consolidated sponsored investment portfolios	74.7	251.7	272.9	(177.0)	(21.2)
Other income (loss), including foreign currency gains and losses	(5.9)	(2.0)	7.0	(3.9)	(9.0)
<b>Non-operating income</b>	<b>\$ 284.6</b>	<b>\$ 496.5</b>	<b>\$ 540.3</b>	<b>\$ (211.9)</b>	<b>\$ (43.8)</b>

Our investment portfolio for 2021 generated lower market gains than our investment portfolio in 2020. Our consolidated investment products and supplemental savings plan hedge portfolio comprised approximately 55% of the net gains recognized in 2021. Our cash and discretionary investments generated income of \$28.7 million in 2021 as compared to \$92.7 million in 2020.

During the first quarter of 2020, the coronavirus pandemic caused global economies and market disruptions, but strong markets for the remainder of 2020 reversed net investment losses experienced in the first quarter and generated significant gains by the end of 2020. Our consolidated investment products and supplemental savings plan hedge portfolio comprised almost 70% of the net gains recognized in 2020. Our cash and discretionary investments generated income of \$92.7 million in 2020 as compared to \$126.0 million in 2019 as the very low interest environment reduced the dividends earned from our money market fund investments.

The impact of consolidating certain T. Rowe Price investment products on the individual lines of our consolidated statements of income for 2021, 2020, and 2019 is as follows:

(in millions)	2021	2020	2019	2021 compared with	2020 compared with
				2020	2019
				\$ Change	\$ Change
Operating expenses reflected in net operating income	\$ (12.2)	\$ (16.4)	\$ (14.7)	\$ 4.2	\$ (1.7)
Net investment income reflected in non-operating income	74.7	251.7	272.9	(177.0)	(21.2)
Impact on income before taxes	\$ 62.5	\$ 235.3	\$ 258.2	\$ (172.8)	\$ (22.9)
Net income attributable to our interest in the consolidated T. Rowe Price investment products	\$ 15.6	\$ 84.7	\$ 140.6	\$ (69.1)	\$ (55.9)
Net income attributable to redeemable non-controlling interests (unrelated third-party investors)	46.9	150.6	117.6	(103.7)	33.0
Impact on income before taxes	\$ 62.5	\$ 235.3	\$ 258.2	\$ (172.8)	\$ (22.9)

### **Provision for income taxes**

The following table reconciles the statutory federal income tax rate to our effective tax rate for the years ended December 31, 2021, 2020, and 2019:

	2021	2020	2019
Statutory U.S. federal income tax rate	21.0 %	21.0 %	21.0 %
State income taxes for current year, net of federal income tax benefits <sup>(1)</sup>	3.7	3.8	4.3
Net income attributable to redeemable non-controlling interests <sup>(2)</sup>	(.1)	(1.2)	(1.0)
Net excess tax benefits from stock-based compensation plans activity	(2.1)	(1.9)	(1.5)
Other items	(.1)	.5	.4
Effective income tax rate	22.4 %	22.2 %	23.2 %

<sup>(1)</sup> State income tax benefits are reflected in the total benefits for net income attributable to redeemable non-controlling interests and stock-based compensation plans activity.

<sup>(2)</sup> Net income attributable to redeemable non-controlling interests represents the portion of earnings held in the firm's consolidated investment products, which are not taxable to the firm despite being included in pre-tax income.

Our effective tax rate for 2021 was 22.4%, compared with 22.2% for 2020 and 23.2% for 2019. The increase in our effective tax rate in 2021 from 2020 was primarily due to a lower net gains attributable to non-controlling interests. We continue to see benefit from the phased-in implementation of the 2018 Maryland state tax legislation and higher discrete tax benefits associated with the settlement of stock-based awards given the rise in our stock price in 2021.

For 2020, the decrease in our effective tax rate from 2019 was primarily due to the phased-in benefit of the 2018 Maryland state tax legislation has had on our effective state tax rate and higher discrete tax benefits associated with the settlement of stock-based awards given the rise in our stock price in 2020.

We have realized a net benefit from the Maryland legislation, which adopted a five-year phase-in of the single sales factor method of apportionment for calculating income tax for multi-state companies doing business in Maryland, and, in the final year of the phase in, we expect our 2022 effective state tax rate will be reduced to less than 3%.

Our effective tax rate will continue to experience volatility in future periods as the tax benefits recognized from stock-based compensation are impacted by market fluctuations in our stock price and timing of option exercises. The rate will also be impacted by changes in the proportion of net income that is attributable to our redeemable non-controlling interests and non-controlling interests reflected in permanent equity.

The non-GAAP tax rate primarily adjusts for the impact of the consolidated investment products, including the net income attributable to the redeemable non-controlling interests. Our non-GAAP effective tax rates for 2021, 2020 and 2019 were 22.5%, 23.3%, 24.0%, respectively.

We currently estimate our GAAP effective tax rate for the full-year 2022 will be in the range of 22% to 25% and our non-GAAP effective tax rate for the full-year 2022 will be in the range of 23% to 25%.

### **NON-GAAP INFORMATION AND RECONCILIATION.**

We believe the non-GAAP financial measures below provide relevant and meaningful information to investors about our core operating results. These measures have been established in order to increase transparency for the purpose of evaluating our core business, for comparing current results with prior period results, and to enable more appropriate comparison with industry peers. However, non-GAAP financial measures should not be considered a substitute for financial measures calculated in accordance with U.S. GAAP and may be calculated differently by other companies.

The following schedules reconcile certain U.S. GAAP financial measures for each of the last five years.

2021						
(in millions)	Operating expenses	Net operating income	Non-operating income	Provision (benefit) for income taxes <sup>(5)</sup>	Net income attributable to T. Rowe Price Group	Diluted earnings per share <sup>(6)</sup>
<b>U.S. GAAP Basis</b>	\$ 3,961.9	\$ 3,710.0	\$ 284.6	\$ 896.1	\$ 3,082.9	\$ 13.12
Non-GAAP adjustments:						
Consolidated T. Rowe Price investment products <sup>(1)</sup>	(6.7)	12.2	(74.7)	(10.6)	(36.3)	(.16)
Supplemental savings plan liability <sup>(2)</sup>	(83.0)	83.0	(83.0)	—	—	—
Acquisition-related transaction costs <sup>(3)</sup>	(31.9)	31.9	—	7.2	24.7	.11
Other non-operating income <sup>(4)</sup>	—	—	(98.2)	(22.2)	(76.0)	(.32)
<b>Adjusted Non-GAAP Basis</b>	<b>\$ 3,840.3</b>	<b>\$ 3,837.1</b>	<b>\$ 28.7</b>	<b>\$ 870.5</b>	<b>\$ 2,995.3</b>	<b>\$ 12.75</b>
2020						
(in millions)	Operating expenses	Net operating income	Non-operating income	Provision (benefit) for income taxes <sup>(5)</sup>	Net income attributable to T. Rowe Price Group	Diluted earnings per share <sup>(6)</sup>
<b>U.S. GAAP Basis</b>	\$ 3,461.0	\$ 2,745.7	\$ 496.5	\$ 718.9	\$ 2,372.7	\$ 9.98
Non-GAAP adjustments:						
Consolidated T. Rowe Price investment products <sup>(1)</sup>	(6.5)	16.4	(251.7)	(19.5)	(65.1)	(.27)
Supplemental savings plan liability <sup>(2)</sup>	(111.8)	111.8	(91.1)	7.2	13.5	.06
Other non-operating income <sup>(4)</sup>	—	—	(61.0)	(16.8)	(44.3)	(.19)
<b>Adjusted Non-GAAP Basis</b>	<b>\$ 3,342.7</b>	<b>\$ 2,873.9</b>	<b>\$ 92.7</b>	<b>\$ 689.8</b>	<b>\$ 2,276.8</b>	<b>\$ 9.58</b>
2019						
(in millions)	Operating expenses	Net operating income	Non-operating income	Provision (benefit) for income taxes <sup>(5)</sup>	Net income attributable to T. Rowe Price Group	Diluted earnings per share <sup>(6)</sup>
<b>U.S. GAAP Basis</b>	\$ 3,230.9	\$ 2,387.0	\$ 540.3	\$ 678.4	\$ 2,131.3	\$ 8.70
Non-GAAP adjustments:						
Consolidated T. Rowe Price investment products <sup>(1)</sup>	(7.9)	14.7	(272.9)	(35.7)	(104.9)	(.42)
Supplemental savings plan liability <sup>(2)</sup>	(73.2)	73.2	(67.9)	1.3	4.0	.02
Other non-operating income <sup>(4)</sup>	—	—	(73.5)	(18.7)	(54.8)	(.23)
<b>Adjusted Non-GAAP Basis</b>	<b>\$ 3,149.8</b>	<b>\$ 2,474.9</b>	<b>\$ 126.0</b>	<b>\$ 625.3</b>	<b>\$ 1,975.6</b>	<b>\$ 8.07</b>

- (1) These non-GAAP adjustments remove the impact that the consolidated T. Rowe Price investment products have on our U.S. GAAP consolidated statements of income. Specifically, we add back the operating expenses and subtract the investment income of the consolidated T. Rowe Price investment products. The adjustment to our operating expenses represents the operating expenses of the consolidated products, net of the elimination of related management and administrative fees. The adjustment to net income attributable to T. Rowe Price Group represents the net income of the consolidated products, net of redeemable non-controlling interests. We remove the impact of the consolidated T. Rowe Price investment products as we believe they impact the reader's ability to understand our core operating results.
- (2) These non-GAAP adjustments remove the compensation expense resulting from market valuation changes in the supplemental savings plan liability and the related net gains (losses) on investments designated as an economic hedge against the related liability. Amounts deferred under the supplemental savings plan are adjusted for appreciation (depreciation) of hypothetical investments chosen by participants. We use T. Rowe Price investment products to economically hedge the exposure to these market movements. We believe it is useful to offset the non-operating investment income (loss) realized on the hedges against the related compensation expense and remove the net impact to help the reader's ability to understand our core operating results and to increase comparability period to period.
- (3) This non-GAAP adjustment removes the transaction costs incurred related to the acquisition of OHA. Management believes adjusting for these charges helps the reader's ability to understand the firm's core operating results and to increase comparability period to period.
- (4) This non-GAAP adjustment represents the other non-operating income (loss) and the net gains (losses) earned on our non-consolidated investment portfolio that are not designated as economic hedges of the supplemental savings plan liability, and non-consolidated seed investments and other investments that are not part of the cash and discretionary investment portfolio. We retain the investment gains recognized on our non-consolidated cash and discretionary investments as these assets and related income (loss) are considered part of our core operations. We believe adjusting for these non-operating income (loss) items helps the reader's ability to understand our core operating results and increases comparability to prior years. Additionally, we do not emphasize the impact of the portion of non-operating income (loss) removed when managing and evaluating our core performance.
- (5) The income tax impacts were calculated in order to achieve an overall non-GAAP effective tax rate of 22.5% for 2021, 23.3% for 2020 and 24.0% for 2019. We estimate that our effective tax rate for the full-year 2022 on a non-GAAP basis will be in the range of 23% to 25%.
- (6) This non-GAAP measure was calculated by applying the two-class method to adjusted net income attributable to T. Rowe Price Group divided by the weighted-average common shares outstanding assuming dilution. The calculation of net income allocated to common stockholders is as follows:

	Year ended		
	2021	2020	2019
justed net income attributable to T. Rowe Price Group	\$ 2,995	\$ 2,276	\$ 1,975.6
ss: net income allocated to outstanding restricted stock and stock unit holders	77.9	62.4	50.9
justed net income allocated to common stockholders	\$ 2,917	\$ 2,214	\$ 1,924.7

## **CAPITAL RESOURCES AND LIQUIDITY.**

During 2021, stockholders' equity attributable to T. Rowe Price Group, Inc. increased from \$7.7 billion to \$9.0 billion. Tangible book value decreased to \$5.7 billion at December 31, 2021.

### **Sources of Liquidity**

We have ample liquidity, including cash and investments in T. Rowe Price products as follows:

(in millions)	12/31/2021	12/31/2020
Cash and cash equivalents	\$ 1,523.1	\$ 2,151.7
Discretionary investments	554.1	2,095.7
Total cash and discretionary investments	2,077.2	4,247.4
Redeemable seed capital investments	1,300.1	1,219.1
Investments used to hedge the supplemental savings plan liability	881.5	768.1
Total cash and investments in T. Rowe Price products	<u>\$ 4,258.8</u>	<u>\$ 6,234.6</u>

Our discretionary investment portfolio is comprised primarily of short duration bond funds, which typically yield higher than money market rates, and asset allocation products. Of these cash and discretionary investments, \$764.2 million at December 31, 2021, and \$675.8 million at December 31, 2020 were held by our subsidiaries located outside the U.S. Cash and discretionary investment portfolio returned gains of \$28.7 million in 2021 as compared to \$92.7 million in 2020. Given the availability of our financial resources and cash expected to be generated through future operations, we do not maintain an available external source of additional liquidity.

Our seed capital investments are redeemable, although we generally expect to be invested for several years for the products to build an investment performance history and until unrelated third-party investors substantially reduce our relative ownership percentage.

The cash and investment presentation on the consolidated balance sheet is based on how we account for the cash or investment. The following table details how our investments, including those acquired as part of the OHA acquisition, relate to where they are presented in the consolidated balance sheet as of December 31, 2021.

(in millions)	Cash and cash equivalents	Investments	Net assets of consolidated T. Rowe Price investment products <sup>(1)</sup>	Total
Cash and discretionary investments	\$ 1,523.1	\$ 518.6	\$ 35.5	\$ 2,077.2
Seed capital investments	—	406.6	893.5	1,300.1
Investments used to hedge the supplemental savings plan liability	—	881.5	—	881.5
Total cash and investments in T. Rowe Price products attributable to T. Rowe Price	1,523.1	1,806.7	929.0	4,258.8
Investment in UTI and other investments	—	277.8	—	277.8
Investments in affiliated private investment funds <sup>(2)</sup>	—	761.1	—	761.1
Investments in CLOs <sup>(2)</sup>	—	129.9	—	129.9
Total cash and investments attributable to T. Rowe Price	1,523.1	2,975.5	929.0	5,427.6
Redeemable non-controlling interests	—	—	982.3	982.3
As reported on consolidated balance sheet at December 31, 2021	<u>\$ 1,523.1</u>	<u>\$ 2,975.5</u>	<u>\$ 1,911.3</u>	<u>\$ 6,409.9</u>

(1) The consolidated T. Rowe Price investment products are generally those products we provided seed capital at the time of their formation and we have a controlling interest. These products generally represent U.S. mutual funds as well as those funds regulated outside the U.S. The \$35.5 million and the \$893.5 million represent the total value at December 31, 2021 of our interest in the consolidated T. Rowe Price investment products. The total net assets of consolidated T. Rowe Price investment products at December 31, 2021 of \$1,911.3 million includes assets of \$1,962.8 million less liabilities of \$51.4 million as reflected in the consolidated balance sheet in Item 8. Financial Statements of this Form 10-K.

(2) Amounts relate to investments acquired as part of the OHA acquisition. See Note 5 to the consolidated financial statements for more information.

Our consolidated balance sheet reflects the cash and cash equivalents, investments, other assets and liabilities of those T. Rowe Price investment products we consolidate, as well as redeemable non-controlling interests for the

portion of these T. Rowe Price investment products that are held by unrelated third-party investors. Although we can redeem our net interest in these T. Rowe Price investment products at any time, we cannot directly access or sell the assets held by the products to obtain cash for general operations. Additionally, the assets of these T. Rowe Price investment products are not available to our general creditors. Our interest in these T. Rowe Price investment products was used as initial seed capital and is recategorized as discretionary when it is determined by management that the seed capital is no longer needed. We assess the discretionary products and, when we decide to liquidate our interest, we seek to do so in a way as to not impact the product and, ultimately, the unrelated third-party investors.

In October 2020, UTI Asset Management Company Limited (India), one of our equity method investments, held an initial public offering in India. As part of the offering, we sold a portion of our 26% interest and received net proceeds of approximately \$28.0 million and recorded a net gain on the sale of approximately \$2.8 million in the fourth quarter of 2020. Subsequent to the sale, we have an ownership interest of 23% of UTI Asset Management Company (India).

### **Uses of Liquidity**

On December 29, 2021, we paid approximately \$2.5 billion in cash and issued \$881.5 million of T. Rowe Price Group, Inc. common shares, approximately 4.4 million shares, to complete the acquisition of OHA.

We paid \$4.32 per share in regular dividends in 2021, an increase of 20.0% over the \$3.60 per share paid in 2020. Additionally, our Board of Directors declared a special cash dividend of \$3.00 per share, or \$699.8 million, on June 14, 2021, that was paid on July 7, 2021. Further, we expended \$1,136.0 million in 2021 to repurchase 5.9 million shares, or 2.6%, of our outstanding common stock at an average price of \$191.20 per share. These dividends and repurchases were expended using existing cash balances and cash generated from operations. We will generally repurchase our common stock over time to offset the dilution created by our equity-based compensation plans.

Since the end of 2018, we have returned \$6.3 billion to stockholders through stock repurchases, our regular quarterly dividends, and a special dividend of \$3.00 per share in 2021, as follows:

(in millions)	Recurring dividend	Special dividend	Stock repurchases	Total cash returned to stockholders
2019	\$ 733.6	\$ —	\$ 708.8	\$ 1,442.4
2020	846.0	—	1,192.2	2,038.2
2021	1,003.7	699.8	1,136.0	2,839.5
Total	\$ 2,583.3	\$ 699.8	\$ 3,037.0	\$ 6,320.1

We anticipate property and equipment expenditures for the full-year 2022 to be about \$295 million, of which more than three-quarters is planned for technology initiatives. We expect to fund our anticipated capital expenditures with operating cash flows and other available resources.



(in millions)	2019			
	Cash flow attributable to:			
	T. Rowe Price Group	Consolidated T. Rowe Price investment products	Elims	As reported
Cash flows from operating activities				
Net income	\$ 2,131.3	\$ 258.2	\$ (140.6)	\$ 2,248.9
Adjustments to reconcile net income to net cash provided by operating activities				
Depreciation, amortization and impairments of property, equipment and software	190.8	—	—	190.8
Stock-based compensation expense	206.6	—	—	206.6
Net gains recognized on investments	(316.9)	—	140.6	(176.3)
Net change in T. Rowe Price investment products used to economically hedge supplemental savings plan liability	(126.0)			(126.0)
Net change in trading securities held by consolidated T. Rowe Price investment products	—	(930.9)	—	(930.9)
Other changes in assets and liabilities	116.5	1.9	(8.8)	109.6
Net cash provided by (used in) operating activities	2,202.3	(670.8)	(8.8)	1,522.7
Net cash provided by (used in) investing activities	(489.3)	(18.4)	183.2	(324.5)
Net cash Provided by (used in) financing activities	(1,356.4)	698.1	(174.4)	(832.7)
Effect of exchange rate changes on cash and cash equivalents of consolidated T. Rowe Price investment products	—	(2.5)	—	(2.5)
Net change in cash and cash equivalents during period	356.6	6.4	—	363.0
Cash and cash equivalents at beginning of year	1,425.2	70.1	—	1,495.3
Cash and cash equivalents at end of period	\$ 1,781.8	\$ 76.5	\$ —	\$ 1,858.3

### Operating activities

Operating activities attributable to T. Rowe Price Group during 2021 provided cash flows of \$3,428.3 million as compared to \$2,479.0 million during 2020. Operating cash flows attributable to T. Rowe Price Group increased \$949.3 million, including a \$710.2 million increase in net income, timing differences on the cash settlement of our assets and liabilities of \$33.4 million, and \$148.5 million of higher non-cash adjustments, including unrealized investment gains/losses, depreciation, and stock-based compensation expense. The non-cash adjustments were primarily driven by a \$104.9 million decrease in net investment gains in 2021 compared to 2020. Additionally, in 2021, we had net investments of \$85.7 million from certain investment products that economically hedge our supplemental savings plan liability, while we had net investments of \$142.9 million in 2020. The remaining change in reported cash flows from operating activities was attributable to the net change in trading securities held in our consolidated investment products' underlying portfolios.

Operating activities attributable to T. Rowe Price Group during 2020 provided cash flows of \$2,479.0 million as compared to \$2,202.3 million during 2019. Operating cash flows attributable to T. Rowe Price Group increased \$276.7 million, including a \$241.4 million in increased net income and a \$81.0 million incremental add-back from higher non-cash adjustments, including unrealized investment gains/losses, depreciation, and stock-based compensation expense. Additionally, in 2020, we invested \$142.9 million in certain investment products to economically hedge our supplemental savings plan liability. This level of investment is slightly higher than the \$126.0 million invested in 2019. These increases were partially offset by the timing differences on the cash settlement of our assets and liabilities which lowered operating cash flows by \$28.8 million. The change in the non-cash adjustments from 2019 were driven primarily by a \$42.6 million decrease in net investment gains and a \$39.6 million increase in stock-based compensation expense. The remaining change in reported cash flows from operating activities was attributable to the net change in trading securities held in our consolidated investment products' underlying portfolios.

### Investing activities

Net cash used in investing activities that are attributable to T. Rowe Price Group totaled \$1,134.9 million in 2021 compared with \$65.3 million of cash used in investing activities in 2020. During 2021, we used \$2,450.8 million as part of the consideration paid to complete the acquisition of OHA. In addition, we increased our property and equipment expenditures by \$24.5 million and increased the level of seed capital provided by \$29.3 million. We eliminate our seed capital in those T. Rowe Price investment products we consolidate in preparing our consolidated statements of cash flows. Decreasing the cash used in investing activities were higher net proceeds from the sale of

certain discretionary investments of \$1,578.3 million during 2021 compared to net proceeds of \$181.7 million during 2020. The remaining change in reported cash flows from investing activities of \$37.0 million is primarily related to the net cash removed from our balance sheet from consolidating and deconsolidating investment products.

Net cash used in investing activities that are attributable to T. Rowe Price Group totaled \$65.3 million in 2020, a decrease of \$424.0 million compared to 2019. During 2020, we received net proceeds from the sale of certain discretionary investments of \$181.7 million compared to net dispositions of \$108.3 million during 2019. In addition, we increased our property and equipment expenditures by \$10.0 million and increased the level of seed capital provided by \$100.3 million. We eliminate our seed capital in those T. Rowe Price investment products we consolidate in preparing our consolidated statements of cash flows. The \$35.5 million change in reported cash flows from investing activities is related to the net cash removed from our balance sheet from consolidating and deconsolidating investment products.

#### Financing Activities

Net cash used in financing activities attributable to T. Rowe Price Group were \$2,922.0 million in 2021 compared with \$2,043.8 million in 2020. During 2021, there was a \$856.1 million increase in dividends paid in 2021 as a result of an 20.0% increase in our quarterly dividend per share and a special cash dividend paid in July 2021. During 2021 we used \$1.1 billion to repurchase 5.9 million shares compared to \$1.2 billion to repurchase 10.9 million shares in 2020. The remaining change in reported cash flows from financing activities is primarily attributable to a \$624.3 million decrease in net subscriptions received from redeemable non-controlling interest holders of our consolidated investment products and a \$85.5 million decrease in cash flow related to common stock issued under stock compensation plans during 2021 compared to 2020.

Net cash used in financing activities attributable to T. Rowe Price Group totaled \$2,043.8 million in 2020, an increase of \$687.4 million compared with \$1,356.4 million in 2019. During 2020, there was a \$496.1 million increase in cash paid for common stock repurchases as we repurchased 3.9 million more shares of common stock in 2020 than in 2019. Additionally, there was a \$111.9 million increase in dividends paid in 2020 as a result of an 18.4% increase in our quarterly dividend per share. The remaining change in reported cash flows from financing activities is primarily attributable to a \$79.4 million decrease in cash flow related to common stock issued under stock compensation plans and a \$33.8 million decrease in net subscriptions received from redeemable non-controlling interest holders of our consolidated investment products during 2020 compared to 2019.

#### **MATERIAL CASH COMMITMENTS.**

Our material cash commitments primarily include our obligations under the supplemental savings plan, our lease obligations, and other contractual amounts that will be due for the purchase of goods or services to be used in our operations. Some of these contractual amounts may be cancelable under certain conditions and may involve termination fees. We expect to fund these cash commitments from future cash flows from operations.

Our obligations under the supplemental savings plan are disclosed on our consolidated balance sheet with more information included in Note 17 to the consolidated financial statements. Our lease obligations are disclosed in Note 8 to the consolidated financial statements. Additionally, there are unrecognized tax benefits discussed in Note 11 to our consolidated financial statements.

While most of our other material cash commitments consist of goods and services used in our operations, these commitments primarily consist of obligations related to long-term software licensing and maintenance contracts.

We also have outstanding commitments to fund additional contributions to investment partnerships totaling \$8.0 million. The vast majority of these additional contributions will be made to investment partnerships in which we have an existing investment. In addition to such amounts, a percentage of prior distributions may be called under certain circumstances.

As part of the OHA acquisition, T. Rowe Price has committed \$500 million to fund OHA products over the next five years and entered into certain earnout and other arrangements that we discuss in more detail in Note 2 to our consolidated financial statements.

**CRITICAL ACCOUNTING POLICIES.**

The preparation of financial statements often requires the selection of specific accounting methods and policies from among several acceptable alternatives. Further, significant estimates and judgments may be required in selecting and applying those methods and policies in the recognition of the assets and liabilities in our consolidated balance sheets, the revenues and expenses in our consolidated statements of income, and the information that is contained in our significant accounting policies and notes to the consolidated financial statements. Making these estimates and judgments requires the analysis of information concerning events that may not yet be complete and of facts and circumstances that may change over time. Accordingly, actual amounts or future results can differ materially from those estimates that we include currently in our consolidated financial statements, significant accounting policies, and notes.

We present those significant accounting policies used in the preparation of our consolidated financial statements as an integral part of those statements within this 2021 Annual Report on Form 10-K. In the following discussion, we highlight and explain further certain of those policies that are most critical to the preparation and understanding of our financial statements.

**Consolidation**

We consolidate all subsidiaries and sponsored investment products in which we have a controlling interest. We are deemed to have a controlling interest when we own the majority of the voting interest of an entity or are deemed to be the primary beneficiary of a variable interest entity ("VIE"). VIEs are entities that lack sufficient equity to finance its activities or the equity holders do not have defined power to direct the activities of the entity normally associated with an equity investment. Our analysis to determine whether an entity is a VIE or a voting interest entity ("VOE") involves judgment and considers several factors, including an entity's legal organization, capital structure, the rights of the equity investment holders, our ownership interest in the entity, and our contractual involvement with the entity. We continually review and reconsider our VIE or VOE conclusions upon the occurrence of certain events, such as changes to our ownership interest, changes to an entity's legal structure, or amendments to governing documents. Our VIEs are primarily sponsored investment products and our variable interest consists of our equity ownership in and investment management fees earned from these entities.

We are the primary beneficiary if we have the power to direct the activities of the VIE that most significantly impact its economic performance and the obligation to absorb losses of the entity or the right to receive benefits from the VIE that could potentially be significant. Our SICAV funds and other T. Rowe Price investment products regulated outside the U.S. are determined to be VIEs. In addition, in connection with the OHA acquisition, we acquired certain carried interest entities, which are considered VIEs. These carried interest entities hold interests in general partners of affiliated private investment funds that are also VIEs; however, the carried interest entities are not the primary beneficiaries to these investment funds. At December 31, 2021, we consolidated VIEs with net assets of \$2.1 billion.

**Other-than-temporary impairments of equity method investments**

We evaluate our equity method investments, including our investment in UTI and certain investments in T. Rowe Price investment products, for impairment when events or changes in circumstances indicate that the carrying value of the investment exceeds its fair value, and the decline in fair value is other than temporary.

**Business Combinations**

We account for business combinations under the acquisition method of accounting, whereby we recognize assets acquired and liabilities assumed, including separately identified intangible assets, contingent liabilities, and non-controlling interests, based on the fair value estimates as of the date of the acquisition. Any excess purchase consideration over the fair value of the identified net assets acquired is recognized as goodwill. The accounting for business combinations requires us to make significant estimates and assumptions, especially with respect to intangible assets and the fair value of contingent payment obligations. During the measurement period, which is not to exceed one year from the acquisition date, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded in earnings. As a result, if the subsequent actual results and updated projections of the underlying business activity change compared with the assumptions and projections used to develop these values, we could experience impairment charges which could be material.

Intangible assets acquired in business combinations consist primarily of investment advisory agreements and trade names. We also acquired certain carried interest entities that primarily hold interests in general partners of affiliated private investment funds with capital allocation-based income arrangements. The fair values of the acquired advisory agreements and the investments with the capital allocation-based income arrangements are based on the net present value of estimated future cash flows attributable to the agreements, which include significant assumptions about revenue growth rate, discount rate and effective tax rate. Our estimates are based on assumptions believed to be reasonable, but are inherently uncertain and unpredictable and, as a result, may differ from actual results. In addition, we have estimated the economic lives of certain acquired assets and these lives are used to calculate amortization expense. If our estimates of the economic lives change, amortization expense could be accelerated or decelerated.

We record contingent consideration resulting from a business combination at its fair value on the acquisition date. We generally determine the fair value of the contingent consideration using the Monte Carlo simulation methodology of valuation. Each reporting period thereafter, we revalue these obligations and record increases or decreases in their fair value as an adjustment to operating expenses within the consolidated statements of income. Changes in the fair value of the contingent consideration can result from changes in assumed discount periods and rates, and from changes pertaining to the achievement of the defined financial targets. Significant judgment is employed in determining the appropriateness of these assumptions as of the acquisition date and for each subsequent period. Accordingly, future business and economic conditions, as well as changes in any of the assumptions described above, can materially impact the amount of contingent consideration expense we record in any given period.

### **Goodwill**

We internally conduct, manage, and report our operations as one reportable business segment - investment advisory business. We do not have distinct operating segments or components that separately constitute a business. Accordingly, we attribute goodwill to a single reportable business segment and reporting unit - our investment advisory business. With the completion of the acquisition of OHA in December 2021, we are currently evaluating the impact that OHA will have on our business reporting and goodwill impairment analysis.

We evaluate the carrying amount of goodwill in our consolidated balance sheets for possible impairment on an annual basis in the third quarter of each year using a fair value approach. Goodwill would be considered impaired whenever our historical carrying amount exceeds the fair value of our investment advisory business. Our annual testing has demonstrated that the fair value of our investment advisory business (our market capitalization) exceeds our carrying amount (our stockholders' equity) and, therefore, no impairment exists. Should we reach a different conclusion in the future, additional work would be performed to ascertain the amount of the noncash impairment charge to be recognized. We must also perform impairment testing at other times if an event or circumstance occurs indicating that it is more likely than not that an impairment has been incurred. The maximum future impairment of goodwill that we could incur is the amount recognized in our consolidated balance sheets, \$2,693.2 million as of December 31, 2021, including \$2,027.5 million of goodwill generated from the OHA acquisition. Given that the OHA acquisition closed on December 29, 2021, no impairment testing was performed on the related goodwill.

### **Provision for income taxes**

After compensation and related costs, our provision for income taxes on our earnings is our largest annual expense. We operate in numerous states and countries through our various subsidiaries and must allocate our income, expenses, and earnings under the various laws and regulations of each of these taxing jurisdictions. Accordingly, our provision for income taxes represents our total estimate of the liability that we have incurred in doing business each year in all of our locations. Annually, we file tax returns that represent our filing positions with each jurisdiction and settle our return liabilities. Each jurisdiction has the right to audit those returns and may take different positions with respect to income and expense allocations and taxable earnings determinations. From time to time, we may also provide for estimated liabilities associated with uncertain tax return filing positions that are subject to, or in the process of, being audited by various tax authorities. Because the determination of our annual provision is subject to judgments and estimates, it is likely that actual results will vary from those recognized in our financial statements. As a result, we recognize additions to, or reductions of, income tax expense during a reporting period that pertain to prior period provisions as our estimated liabilities are revised and actual tax returns and tax audits are settled. We recognize any such prior period adjustment in the discrete quarterly period in which it is determined.

**NEWLY ISSUED BUT NOT YET ADOPTED ACCOUNTING GUIDANCE.**

See *Note 1 - Basis of Preparation and Summary of Significant Accounting Policies* within Item 8, Financial Statements for a discussion of newly issued but not yet adopted accounting guidance.

**FORWARD-LOOKING INFORMATION.**

From time to time, information or statements provided by or on behalf of T. Rowe Price, including those within this report, may contain certain forward-looking information, including information or anticipated information relating to: our revenues, net income, and earnings per share on common stock; changes in the amount and composition of our assets under management; our expense levels; our tax rate; the timing and expense related to the integration of OHA with and into our business; and our expectations regarding financial markets, future transactions, dividends, stock repurchases, investments, new products and services, capital expenditures, changes in our effective fee rate, the impact of the coronavirus pandemic, other market conditions and the acquisition of OHA. Readers are cautioned that any forward-looking information provided by or on behalf of T. Rowe Price is not a guarantee of future performance. Actual results may differ materially from those in forward-looking information because of various factors including, but not limited to, those discussed below and in Item 1A, Risk Factors, of this Form 10-K Annual Report. Further, forward-looking statements speak only as of the date on which they are made, and we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which it is made or to reflect the occurrence of unanticipated events.

Our future revenues and results of operations will fluctuate primarily due to changes in the total value and composition of assets under our management. Such changes result from many factors, including, among other things: cash inflows and outflows in the U.S. mutual funds, subadvised funds, separately managed accounts, collective investment trusts, and other investment products, performance fees, capital allocation-based income, fluctuations in global financial markets that result in appreciation or depreciation of the assets under our management, our introduction of new mutual funds and investment products, changes in retirement savings trends relative to participant-directed investments and defined contribution plans, and the impact of the coronavirus outbreak. The ability to attract and retain investors' assets under our management is dependent on investor sentiment and confidence; the relative investment performance of the T. Rowe Price funds and other managed investment products as compared with competing offerings and market indexes; the ability to maintain our investment management and administrative fees at appropriate levels; competitive conditions in the mutual fund, asset management, and broader financial services sectors; our level of success in implementing our strategy to expand our business, including our announced plan to establish T. Rowe Price Investment Management as a separate registered investment adviser; and our ability to attract and retain key personnel. Our revenues are substantially dependent on fees earned under contracts with the T. Rowe Price funds and could be adversely affected if the independent directors of one or more of the T. Rowe Price funds terminated or significantly altered the terms of the investment management or related administrative services agreements. Non-operating investment income will also fluctuate primarily due to the size of our investments, changes in their market valuations, and any other-than-temporary impairments that may arise or, in the case of our equity method investments, our proportionate share of the investees' net income.

Our future results are also dependent upon the level of our expenses, which are subject to fluctuation for the following or other reasons: changes in the level of our advertising and promotion expenses in response to market conditions, including our efforts to expand our investment advisory business to investors outside the U.S. and to further penetrate our distribution channels within the U.S.; the pace and level of spending to support key strategic priorities, including the integration of OHA with and into our business; variations in the level of total compensation expense due to, among other things, bonuses, restricted stock units and other equity grants, other incentive awards, our supplemental savings plan, changes in our employee count and mix, and competitive factors; any goodwill or other asset impairment that may arise; fluctuation in foreign currency exchange rates applicable to the costs of our international operations; expenses and capital costs, such as technology assets, depreciation, amortization, and research and development, incurred to maintain and enhance our administrative and operating services infrastructure; the timing of the assumption of all third party research payments, unanticipated costs that may be incurred to protect investor accounts and the goodwill of our clients; and disruptions of services, including those provided by third parties, such as fund and product recordkeeping, facilities, communications, power, and the mutual fund transfer agent and accounting systems.

Our business is also subject to substantial governmental regulation, and changes in legal, regulatory, accounting, tax, and compliance requirements may have a substantial effect on our operations and results, including, but not

limited to, effects on costs that we incur and effects on investor interest in T. Rowe Price investment products and investing in general or in particular classes of mutual funds or other investments.

## Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

### EQUITY PRICE RISK.

Our investments in T. Rowe Price investment products are carried at fair value, and, as such, these investments are subject to market risk. The following table presents the equity price risk from our investments in T. Rowe Price investment products. Investments in these products generally moderate market risk as they are diversified and invest in a number of different financial instruments. T. Rowe Price manages its cash and discretionary investments exposure to market risk by diversifying its investments among equity and fixed income portfolios. In addition, investment holdings may be altered from time to time in response to changes in market risks and other factors, as management deems appropriate. We do not actively manage the market risk related to our seed capital investments.

In order to quantify the sensitivity of our investments to changes in market valuations, we have chosen to use a variant of each product's net asset value to quantify the equity price risk, as we believe the volatility in each product's net asset value best reflects the underlying risk potential as well as the market trends surrounding each of its investment objectives. The potential future loss of value, before any income tax benefits, of these investments at December 31, 2021 was determined by using the lower of each product's lowest net asset value per share during 2021 or its net asset value per share at December 31, 2021, reduced by 10%. In considering this presentation, it is important to note that: not all products experienced their lowest net asset value per share on the same day; it is likely that the composition of the investment portfolio would be changed if adverse market conditions persisted; and we could experience future losses in excess of those presented below.

(in millions)	Fair value 12/31/2021	Potential lower value	Potential loss	
Investments in T. Rowe Price products				
Discretionary investments	\$ 518.7	\$ 466.8	\$ 51.9	10 %
Seed capital not consolidated	264.8	89.3	175.5	66 %
Investments designated as an economic hedge of supplemental savings plan liability	881.5	789.1	92.4	10 %
Total	\$ 1,665.0	\$ 1,345.2	\$ 319.8	19 %
Direct investment in consolidated T. Rowe Price investment products				
Discretionary investments	\$ 35.5	\$ 27.5	\$ 8.0	23 %
Seed capital	893.5	795.7	97.8	11 %
Total	\$ 929.0	\$ 823.2	\$ 105.8	11 %
Investment partnerships and other investments held at fair value	\$ 108.9	\$ 80.8	\$ 28.1	26 %

Any losses arising from the change in fair value of investments in T. Rowe Price products would result in a corresponding decrease, net of tax, in our net income attributable to T. Rowe Price Group.

The direct investment in consolidated T. Rowe Price investment products represents our portion of the net assets of the product. Upon consolidation of these products, our direct investment is eliminated, and the net assets of the products are combined in our consolidated balance sheet, together with redeemable non-controlling interests, which represents the portion of the products that is owned by unrelated third-party investors. Any losses arising from the change in fair value of our direct investments in consolidated T. Rowe Price investment products would also result in a corresponding decrease, net of tax, in our net income attributable to T. Rowe Price Group.

Further, we have investments that are used to economically hedge the change in our supplementary savings plan liability. Since we are hedging the liability, an impact on our net income attributable to T. Rowe Price Group would result from any ineffectiveness of this economic hedge.

**CURRENCY TRANSLATION RISK.**

Certain of our investments, including a few consolidated T. Rowe Price investment products, expose us to currency translation risk when the financial statements are translated into U.S. dollars ("USD"). Our most significant exposure relates to the translation of the financial statements of our equity method investment in UTI (\$165.4 million at December 31, 2021). UTI's financial statements are denominated in Indian rupees ("INR") and are translated to USD each reporting period. We do not use derivative financial instruments to manage this currency risk, so both positive and negative fluctuations in the INR against the USD will affect accumulated other comprehensive income and the carrying amount of our investment. We had a cumulative translation loss, net of tax, of \$36.7 million at December 31, 2021, related to our investment in UTI. Given the nature of UTI's business, should conditions deteriorate in markets in which they operate, we are at risk for loss up to our carrying amount.

We operate in several countries outside the U.S. of which the United Kingdom is the most prominent. We incur operating expenses and have assets and liabilities denominated in currencies other than USD associated with these operations, although our revenues are predominately realized in USD. The majority of our currency translation risk on our consolidated balance sheet at December 31, 2021, related to cash and non-consolidated investments of \$72.2 million that are denominated in foreign currencies. We do not believe that foreign currency fluctuations materially affect our results of operations.

**tem 8. Financial Statements.**

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**CONSOLIDATED BALANCE SHEETS**  
(in millions, except share data)

	12/31/2021	12/31/2020
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,523.1	\$ 2,151.7
Accounts receivable and accrued revenue	1,058.3	863.1
Investments	2,975.5	3,250.8
Assets of consolidated T. Rowe Price investment products (\$1,761.5 million at December 31, 2021 and \$2,497.4 million at December 31, 2020, related to variable interest entities)	1,962.8	2,695.5
Operating lease assets	201.2	117.6
Property, equipment and software, net	736.2	695.4
Intangible assets	913.4	—
Goodwill	2,693.2	665.7
Other assets	445.3	219.2
<b>Total assets</b>	<b>\$ 12,509.0</b>	<b>\$ 10,659.0</b>
<b>LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 431.0	\$ 187.7
Liabilities of consolidated T. Rowe Price investment products (\$36.2 million at December 31, 2021 and \$47.7 million at December 31, 2020, related to variable interest entities)	51.5	57.7
Operating lease liabilities	249.2	154.1
Accrued compensation and related costs	256.8	133.6
Supplemental savings plan liability	882.6	772.2
Contingent consideration liability	306.3	—
Income taxes payable	77.9	85.0
<b>Total liabilities</b>	<b>2,255.3</b>	<b>1,390.3</b>
Commitments and contingent liabilities		
Redeemable non-controlling interests	982.3	1,561.7
<b>STOCKHOLDERS' EQUITY</b>		
Preferred stock, undesignated, \$.20 par value—authorized and unissued 20,000,000 shares	—	—
Common stock, \$.20 par value—authorized 750,000,000; issued 229,175,000 shares at December 31, 2021 and 227,965,000 at December 31, 2020	45.8	45.6
Additional capital in excess of par value	919.8	654.6
Retained earnings	8,083.6	7,029.8
Accumulated other comprehensive loss	(26.5)	(23.0)
Total stockholders' equity attributable to T. Rowe Price Group, Inc.	9,022.7	7,707.0
Non-controlling interests in consolidated entities	248.7	—
Total permanent stockholders' equity	9,271.4	7,707.0
<b>Total liabilities, redeemable non-controlling interests and permanent stockholders' equity</b>	<b>\$ 12,509.0</b>	<b>\$ 10,659.0</b>

The accompanying notes to consolidated financial statements are an integral part of these statements.

**CONSOLIDATED STATEMENTS OF INCOME**  
(in millions, except per-share amounts)

	2021	2020	2019
Revenues			
Investment advisory fees	\$ 7,098.1	\$ 5,693.1	\$ 5,112.5
Administrative, distribution, and servicing fees	573.8	513.6	505.4
Net revenues	<u>7,671.9</u>	<u>6,206.7</u>	<u>5,617.9</u>
Operating expenses			
Compensation and related costs	2,383.0	2,182.4	1,969.2
Distribution and servicing costs	373.9	278.5	262.5
Advertising and promotion	100.2	83.7	96.8
Product and recordkeeping related costs	236.3	155.5	153.2
Technology, occupancy, and facility costs	484.9	444.8	427.3
General, administrative, and other	383.6	316.1	321.9
Total operating expenses	<u>3,961.9</u>	<u>3,461.0</u>	<u>3,230.9</u>
Net operating income	3,710.0	2,745.7	2,387.0
Non-operating income			
Net gains on investments	215.8	246.8	260.4
Net gains (losses) on consolidated investment products	74.7	251.7	272.9
Other income (loss)	(5.9)	(2.0)	7.0
Total non-operating income	<u>284.6</u>	<u>496.5</u>	<u>540.3</u>
Income before income taxes	3,994.6	3,242.2	2,927.3
Provision for income taxes	896.1	718.9	678.4
Net income	3,098.5	2,523.3	2,248.9
Less: net income (loss) attributable to redeemable non-controlling interests	15.6	150.6	117.6
Net income attributable to T. Rowe Price Group	<u>\$ 3,082.9</u>	<u>\$ 2,372.7</u>	<u>\$ 2,131.3</u>
Earnings per share on common stock of T. Rowe Price Group			
Basic	<u>\$ 13.25</u>	<u>\$ 10.08</u>	<u>\$ 8.82</u>
Diluted	<u>\$ 13.12</u>	<u>\$ 9.98</u>	<u>\$ 8.70</u>

The accompanying notes to consolidated financial statements are an integral part of these statements.

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME****(in millions)**

	2021	2020	2019
Net income	\$ 3,098.5	\$ 2,523.3	\$ 2,248.9
Other comprehensive income (loss)			
Currency translation adjustments:			
Consolidated T. Rowe Price investment products—variable interest entities	(37.7)	57.8	(3.4)
Reclassification gains recognized in non-operating investment income upon deconsolidation of certain T. Rowe Price investment products	(2.4)	(.7)	(.1)
Total currency translation adjustments of consolidated T. Rowe Price investment products—variable interest entities	(40.1)	57.1	(3.5)
Equity method investments	7.0	2.1	2.4
Reclassification adjustment recognized upon partial disposition of equity method investment	—	7.5	—
Total equity method investments	7.0	9.6	2.4
Other comprehensive income (loss) before income taxes	(33.1)	66.7	(1.1)
Net deferred tax benefits	3.4	(11.8)	.5
Total other comprehensive income (loss)	(29.7)	54.9	(.6)
Total comprehensive income	3,068.8	2,578.2	2,248.3
Less: comprehensive income (loss) attributable to redeemable non-controlling interests	(10.6)	185.5	118.0
Comprehensive income attributable to T. Rowe Price Group	\$ 3,079.4	\$ 2,392.7	\$ 2,130.3

The accompanying notes to consolidated financial statements are an integral part of these statements.

**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(in millions)**

	2021	2020	2019
Cash flows from operating activities			
Net income	\$ 3,098.5	\$ 2,523.3	\$ 2,248.9
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation, amortization and impairment of property, equipment and software	204.8	189.6	190.8
Stock-based compensation expense	274.6	246.2	206.6
Net gains recognized on other investments	(122.5)	(189.6)	(176.3)
Net investments in T. Rowe Price investment products used to economically hedge supplemental savings plan liability	(85.7)	(142.9)	(126.0)
Net change in securities held by consolidated T. Rowe Price investment products	14.9	(798.8)	(930.9)
Other changes in assets and liabilities	67.4	91.1	109.6
Net cash provided by operating activities	<u>3,452.0</u>	<u>1,918.9</u>	<u>1,522.7</u>
Cash flows from investing activities			
Purchases of T. Rowe Price investment products	(48.0)	(272.4)	(239.7)
Dispositions of T. Rowe Price investment products	1,625.8	454.1	131.4
Net cash of T. Rowe Price investment products on consolidation (deconsolidation)	(16.9)	(53.9)	(18.4)
Additions to property and equipment	(239.1)	(214.6)	(204.6)
Acquisition, net of cash acquired	(2,450.8)	—	—
Other investing activity	30.9	50.5	6.8
Net cash used in investing activities	<u>(1,098.1)</u>	<u>(36.3)</u>	<u>(324.5)</u>
Cash flows from financing activities			
Repurchases of common stock	(1,138.5)	(1,201.9)	(705.8)
Common share issuances under stock-based compensation plans	(81.6)	3.9	83.3
Dividends paid to common stock and equity-award holders	(1,701.9)	(845.8)	(733.9)
Net subscriptions (redemptions) from redeemable non-controlling interest holders	(66.8)	557.5	523.7
Net cash used in financing activities	<u>(2,988.8)</u>	<u>(1,486.3)</u>	<u>(832.7)</u>
Effect of exchange rate changes on cash and cash equivalents of consolidated T. Rowe Price investment products	2.6	1.9	(2.5)
Net change in cash and cash equivalents during period	<u>(632.3)</u>	<u>398.2</u>	<u>363.0</u>
Cash and cash equivalents at beginning of period, including \$104.8 million at December 31, 2020, \$76.5 million at December 31, 2019 and \$70.1 million at December 31, 2018 held by consolidated T. Rowe Price investment products	2,256.5	1,858.3	1,495.3
Cash and cash equivalents at end of period, including \$101.1 million at December 31, 2021, \$104.8 million at December 31, 2020, and \$76.5 million at December 31, 2019, held by consolidated T. Rowe Price investment products	<u>\$ 1,624.2</u>	<u>\$ 2,256.5</u>	<u>\$ 1,858.3</u>

The accompanying notes to consolidated financial statements are an integral part of these statements.

**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (shares in thousands; dollars in millions)**

	Common shares outstanding	Common stock	Additional capital in excess of par value	Retained earnings	AOCI <sup>(1)</sup>	Total stockholders' equity attributable to T. Rowe Price Group, Inc.	Redeemable non- controlling interests
Balances at December 31, 2018	238,069	\$ 47.6	\$ 654.6	\$ 5,464.1	\$ (42.0)	\$ 6,124.3	\$ 740.3
Net income	—	—	—	2,131.3	—	2,131.3	117.6
Other comprehensive income (loss), net of tax	—	—	—	—	(1.0)	(1.0)	.4
Dividends declared (\$3.04 per share)	—	—	—	(733.6)	—	(733.6)	—
Common stock-based compensation plans activity:							
Shares issued upon option exercises	2,924	.6	147.9	—	—	148.5	—
Restricted shares issued, net of shares withheld for taxes	(41)	—	(5.9)	—	—	(5.9)	—
Shares issued upon vesting of restricted stock units, net of shares withheld for taxes	1,245	.2	(59.5)	—	—	(59.3)	—
Forfeiture of restricted awards	(10)	—	—	—	—	—	—
Stock-based compensation expense	—	—	206.6	—	—	206.6	—
Restricted stock units issued as dividend equivalents	—	—	.2	(.2)	—	—	—
Common shares repurchased	(6,973)	(1.4)	(289.3)	(418.1)	—	(708.8)	—
Net subscriptions into T. Rowe Price investment products	—	—	—	—	—	—	530.3
Net deconsolidations of T. Rowe Price investment products	—	—	—	—	—	—	(267.6)
Balances at December 31, 2019	235,214	47.0	654.6	6,443.5	(43.0)	7,102.1	1,121.0
Net income	—	—	—	2,372.7	—	2,372.7	150.6
Other comprehensive income (loss), net of tax	—	—	—	—	20.0	20.0	34.9
Dividends declared (\$3.60 per share)	—	—	—	(846.1)	—	(846.1)	—
Common stock-based compensation plans activity:							
Shares issued upon option exercises	2,194	.5	95.5	—	—	96.0	—
Restricted shares issued, net of shares withheld for taxes	8	—	—	—	—	—	—
Shares issued upon vesting of restricted stock units, net of shares withheld for taxes	1,457	.3	(92.0)	—	—	(91.7)	—
Forfeiture of restricted awards	—	—	—	—	—	—	—
Stock-based compensation expense	—	—	246.2	—	—	246.2	—
Restricted stock units issued as dividend equivalents	—	—	.3	(.3)	—	—	—
Common shares repurchased	(10,908)	(2.2)	(250.0)	(940.0)	—	(1,192.2)	—
Net subscriptions into T. Rowe Price investment products	—	—	—	—	—	—	563.3
Net deconsolidations of T. Rowe Price investment products	—	—	—	—	—	—	(308.1)
Balances at December 31, 2020	227,965	\$ 45.6	\$ 654.6	\$ 7,029.8	\$ (23.0)	\$ 7,707.0	\$ 1,561.7

The accompanying notes to consolidated financial statements are an integral part of these statements.

**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (shares in thousands; dollars in millions)**

	Common shares outstanding	Common stock	Additional capital in excess of par value	Retained earnings	AOCI <sup>(1)</sup>	Total stockholders' equity attributable to T. Rowe Price Group, Inc.	Non- controlling interests in consolidated entities	Total permanent stockholders' equity	Redeemable non- controlling interests
Balances at December 31, 2020	227,965	\$ 45.6	\$ 654.6	\$ 7,029.8	\$ (23.0)	\$ 7,707.0	\$ —	\$ 7,707.0	\$ 1,561.7
Net income	—	—	—	3,082.9	—	3,082.9	—	3,082.9	15.6
Other comprehensive income (loss), net of tax	—	—	—	—	(3.5)	(3.5)	—	(3.5)	(26.2)
Dividends declared (\$4.32 per share)	—	—	—	(1,003.5)	—	(1,003.5)	—	(1,003.5)	—
Special cash dividend declared (\$3.00 per share)	—	—	—	(699.5)	—	(699.5)	—	(699.5)	—
Common stock-based compensation plans activity:									
Shares issued upon option exercises	1,206	.2	46.8	—	—	47.0	—	47.0	—
Restricted shares withheld for taxes, net of shares issued	6	—	—	—	—	—	—	—	—
Shares issued upon vesting of restricted stock units, net of shares withheld for taxes	1,492	.3	(128.0)	—	—	(127.7)	—	(127.7)	—
Forfeiture of restricted awards	—	—	—	—	—	—	—	—	—
Stock-based compensation expense	—	—	274.6	—	—	274.6	—	274.6	—
Restricted stock units issued as dividend equivalents	—	—	.6	(.7)	—	(.1)	—	(.1)	—
Common shares repurchased	(5,941)	(1.2)	(809.4)	(325.4)	—	(1,136.0)	—	(1,136.0)	—
Common shares issued for acquisition	4,447	.9	880.6	—	—	881.5	—	881.5	—
Non-controlling interests	—	—	—	—	—	—	248.7	248.7	—
Net redemptions from T. Rowe Price investment products	—	—	—	—	—	—	—	—	(67.7)
Net deconsolidations of T. Rowe Price investment products	—	—	—	—	—	—	—	—	(501.1)
Balances at December 31, 2021	<u>229,175</u>	<u>\$ 45.8</u>	<u>\$ 919.8</u>	<u>\$ 8,083.6</u>	<u>\$ (26.5)</u>	<u>\$ 9,022.7</u>	<u>\$ 248.7</u>	<u>\$ 9,271.4</u>	<u>\$ 982.3</u>

<sup>(1)</sup> Accumulated other comprehensive income

The accompanying notes to consolidated financial statements are an integral part of these statements.

## **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

### **NOTE 1 – BASIS OF PREPARATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES.**

T. Rowe Price Group, Inc. derives its consolidated revenues and net income primarily from investment advisory services that its subsidiaries provide to individual and institutional investors in the T. Rowe Price U.S. mutual funds ("U.S. mutual funds"), subadvised funds, separately managed accounts, collective investment trusts, and other T. Rowe Price products. The other T. Rowe Price products include: open-ended investment products offered to investors outside the U.S. and products offered through variable annuity life insurance plans in the U.S. We also provide certain investment advisory clients with related administrative services, including distribution, mutual fund transfer agent, accounting, and shareholder services; participant recordkeeping and transfer agent services for defined contribution retirement plans; brokerage; trust services; and non-discretionary advisory services through model delivery.

On December 29, 2021, we completed our acquisition of Oak Hill Advisors, L.P., a leading alternative credit manager, and other entities that have common ownership (collectively, "OHA"). We acquired 100% of the equity interests of Oak Hill Advisors, L.P., 100% of the equity interests in entities that make co-investments in certain affiliated private investment funds (the "co-investment entities") and a majority of the equity interests in entities that have interests in general partners of affiliated private investment funds and are entitled to a disproportionate allocation of income (the "carried interest entities"). The acquisition accelerates our expansion into alternatives investment markets and complements our existing global platform and ongoing strategic initiatives in our core investments and distribution capabilities. OHA and its advisory affiliates provide investment advisory, asset management and other advisory services primarily to affiliated private investment funds and private accounts investing in leveraged loans, high yield bonds, structured products, private lending, distressed securities and turnaround investments. T. Rowe Price Group, Inc. recorded the assets acquired and liabilities assumed at their acquisition date fair values on its consolidated balance sheets as of the close date. Further, T. Rowe Price Group, Inc. did not record any 2021 OHA financial results in its consolidated statements of income or comprehensive income as the OHA activity between the closing date and December 31, 2021 was deemed immaterial.

Investment advisory revenues depend largely on the total value and composition of assets under our management. Accordingly, fluctuations in financial markets and in the composition of assets under management impact our revenues and results of operations.

#### **BASIS OF PREPARATION.**

These consolidated financial statements have been prepared by management in accordance with accounting principles generally accepted in the United States. These principles require that we make certain estimates and assumptions. Actual results may vary from our estimates.

#### **NEWLY ISSUED BUT NOT YET ADOPTED ACCOUNTING GUIDANCE.**

We have considered all other newly issued accounting guidance that is applicable to our operations and the preparation of our consolidated statements, including those we have not yet adopted. We do not believe that any such guidance has or will have a material effect on our financial position or results of operations.

#### **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES.**

##### **Business Combinations**

We account for business combinations under the acquisition method of accounting, whereby we recognize assets acquired and liabilities assumed, including separately identified intangible assets, contingent liabilities, and non-controlling interests, based on the fair value estimates as of the date of the acquisition. Any excess purchase consideration over the fair value of the identified net assets acquired is recognized as goodwill. During the measurement period, which is not to exceed one year from the acquisition date, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded in earnings.

## **Consolidation**

Our consolidated financial statements include the accounts of all subsidiaries and T. Rowe Price investment products in which we have a controlling interest. We are deemed to have a controlling interest when we own the majority of a voting interest entity ("VOE") or are deemed to be the primary beneficiary of a variable interest entity ("VIE"). We perform an analysis of our investments to determine if the investment entity is a VOE or a VIE. Our analysis involves judgment and considers several factors, including an entity's legal organization, capital structure, the rights of the equity investment holders, our ownership interest in the entity, and our contractual involvement with the entity. We continually review and reconsider our VOE or VIE conclusions upon the occurrence of certain events, such as changes to our ownership interest, changes to an entity's legal structure, or amendments to governing documents. All material accounts and transactions between consolidated entities are eliminated in consolidation.

### **Variable interest entities**

VIEs are entities that, by design: (i) lack sufficient equity to permit the entity to finance its activities independently or (ii) have equity holders that do not have the power to direct the activities of the entity that most significantly impact the entity's economic performance, the obligation to absorb the entity's losses, or the rights to receive the entity's residual returns. We consolidate a VIE when we are the primary beneficiary, which is the party that has both (i) the power to direct the activities of the VIE that most significantly impact its economic performance and (ii) the obligation to absorb losses of the entity or the right to receive benefits from the VIE that could potentially be significant.

Our Luxembourg-based SICAV funds and other T. Rowe Price investment products regulated outside the U.S. were determined to be VIEs.

In addition, in connection with the OHA acquisition, we acquired a majority of the carried interest entities. These carried interest entities are considered VIEs and T. Rowe Price is determined to be the primary beneficiary. The total assets, liabilities, and non-controlling interests of these consolidated VIEs as of December 31, 2021 were \$692.7 million, \$56.4 million, and \$248.7 million, respectively.

Further, these carried interest entities hold general partner interests in affiliated private investment funds that are VIEs, though these carried interest entities were determined to not be the primary beneficiary, and therefore, these affiliated private investment funds are not consolidated.

### **Redeemable non-controlling interests**

We recognize redeemable non-controlling interests for the portion of the net assets of our consolidated T. Rowe Price investment products held by unrelated third-party investors as their interests are convertible to cash and other assets at their option. As such, we reflect redeemable non-controlling interests as temporary equity in our consolidated balance sheets.

### **Non-controlling interests in consolidated entities**

As a result of the OHA acquisition, we recognized non-controlling interests in the consolidated carried interest entities and present it as a component of permanent equity in our consolidated balance sheets. The non-controlling interests represent the minority interest held by limited partnerships controlled by employees, one of which is a member of our Board of Directors. Beginning in 2022, income (loss) will be allocated to these non-controlling interests based on the carried interest entity contractual arrangements that govern the allocation of income (loss), such as net income allocable to T. Rowe Price.

### **Investments in T. Rowe Price money market mutual funds**

We do not consider our investments in T. Rowe Price money market mutual funds when performing our consolidation analysis as the guidance provides a scope exception for interests in entities that are required to comply with, or operate in accordance with, requirements similar to those in Rule 2a-7 of the Investment Company Act of 1940 for registered money market funds.

## **Cash equivalents**

Cash equivalents consist primarily of short-term, highly liquid investments in T. Rowe Price money market mutual funds. The cost of these funds is equivalent to fair value.

## **Investments**

### **Investments held at fair value**

Investments in T. Rowe Price investment products have been made for both general corporate investment purposes and to provide seed capital for newly formed products. Those investments that we do not consolidate are carried at fair value using the quoted closing NAV per share of each fund as of the balance sheet date. The underlying investments held by our consolidated T. Rowe Price investment products retain investment company specialized accounting in consolidation, are considered securities held in a trading account for cash flow reporting purposes and are valued in accordance with the valuation and pricing policy used to value our assets under management which is further described in the Revenue Recognition policy below.

We elected to value our interest in investment partnerships, for which market prices or quotations are not readily available, at fair value using the NAV per share as a practical expedient.

Changes in the fair values of all these investments are reflected in non-operating income in our consolidated statements of income.

### **Equity method investments**

Equity method investments consist of investments in entities, including T. Rowe Price investment products, for which we have the ability to exercise significant influence over the operating and financial policies of the investee. The carrying values of these investments are adjusted to reflect our proportionate share of the investee's net income or loss, any unrealized gain or loss resulting from the translation of foreign-denominated financial statements into U.S. dollars, and dividends received. Our proportionate share of income or loss is included in non-operating income in our consolidated statements of income. As permitted under existing accounting guidance, we adopted a policy by which we recognize our share of UTI Asset Management Company Limited's ("UTI") earnings on a quarter lag as current financial information is not available in a timely manner. The basis difference between our carrying value and our proportionate share of UTI's book value is primarily related to consideration paid in excess of the stepped-up basis of assets and liabilities on the date of purchase.

### **Investments in affiliated private investment funds**

The investments in affiliated private investment funds - carried interest represent interests in general partners of affiliated private investment funds with disproportionate allocation of income or capital allocation-based arrangements that are accounted for as financial instruments under ASC 323, Investments – Equity Method and Joint Ventures ("ASC 323") since the general partner has significant governance rights in the investment funds in which it invests, which demonstrate significant influence.

### **Held to Maturity**

As part of the acquisition of OHA, we acquired investments in rated notes of certain European collateralized loan obligation funds. We have designated these rated notes as held-to-maturity and will carry them on the balance sheet at amortized cost. At December 31, 2021, these investments were recorded at their acquisition date fair value in accordance with ASC 805 - *Business Combinations*.

## **Concentration of risk**

Concentration of credit risk in accounts receivable is believed to be minimal in that our clients generally have substantial assets, including those in the investment portfolios we manage for them.

Our investments held at fair value expose us to market risk, that is, the potential future loss of value that would result from a decline in the fair value of each investment or its underlying net assets. The underlying holdings of our assets under management are also subject to market risk, which may arise from changes in equity prices, credit ratings, foreign currency exchange rates, and interest rates.

## **Leases**

We review new arrangements at inception to evaluate whether we have the right to obtain substantially all the economic benefits of and have the right to control the use of an asset. If we determine that an arrangement qualifies as a lease, we recognize a lease liability and a corresponding asset on the lease's commencement date. The lease liability is initially measured at the present value of the future minimum lease payments over the lease term using

the rate implicit in the arrangement or, if not available, our incremental borrowing rate. An operating lease asset is measured initially at the value of the lease liability less any lease incentives received and initial direct costs incurred.

Our leases qualify as operating leases and consist primarily of real estate leases for corporate offices, data centers, and other facilities. We measure our operating lease liabilities using an estimated incremental borrowing rate as an implicit rate cannot be readily determinable from any of our operating lease arrangements. Since we do not have any outstanding borrowings, we estimate our incremental borrowing rate using an estimated credit rating and available market information. Additionally, certain of our leases contain options to extend or terminate the lease term that, if exercised, would result in the remeasurement of the operating lease liability.

Our operating leases contain both lease and non-lease components. Non-lease components are distinct elements of a contract that are not related to securing the use of the lease assets, such as common area maintenance and other management costs. We elected to measure the lease liability of our real estate operating leases by combining the lease and non-lease components into one single lease component. As such, we included the fixed payments and any payments that depend on a rate or index related to our lease and non-lease components in measuring the operating lease liability.

We recognize operating lease expense on a straight-line basis over the lease term as part of technology, occupancy, and facility costs in our consolidated statements of income.

### **Property, equipment and software**

Property, equipment and software is stated at cost net of accumulated depreciation and amortization computed using the straight-line method. Provisions for depreciation and amortization are based on the following weighted-average estimated useful lives: computer and communications software and equipment, 3 years; buildings and improvements, 33 years; leasehold improvements, 8 years; and furniture and other equipment, 6 years.

### **Intangible assets**

Intangible assets acquired in the OHA acquisition consist primarily of investment advisory agreements and a trade name. The fair values of the acquired investment advisory agreements are based on the net present value of estimated future cash flows attributable to the agreements, which include significant assumptions about revenue growth rate, discount rate and effective tax rate. The investment advisory agreement intangible assets will be amortized using the straight-line method over their estimated useful lives unless the asset is determined to have an indefinite life as there is no foreseeable limit on the contract period. The weighted average useful life of definite-lived intangibles assets is approximately 6.1 years.

The trade name fair value is determined using the relief from royalty method based on net present value of estimated cash flows, which include significant assumptions about royalty rate, revenue growth rate, discount rate and effective tax rate. Additionally, we identified the trade name intangible asset as indefinite-lived as there is no foreseeable limit on the use of the OHA name.

Indefinite-lived intangible assets are tested for impairment annually or more frequently when an event occurs or circumstances change that more likely than not reduce the fair value of the indefinite-lived intangible asset below its carrying value.

Definite-lived intangible assets are tested when there is an indication of impairment. Impairment is indicated when the carrying value of the asset is not recoverable and exceeds its fair value. If indicators are present, we perform a recoverability test by comparing the estimated undiscounted future cash flows attributable to the asset group in question to the asset group's carrying amount. If the undiscounted estimated future cash flows are less than the carrying amount of the asset, the asset's cost is adjusted to fair value and an impairment loss is recognized.

### **Goodwill**

We evaluate the carrying amount of goodwill in our consolidated balance sheets for possible impairment on an annual basis in the third quarter of each year using a fair value approach. Our evaluations have indicated that no impairment exists.

We internally conduct, manage, and report our operations as one investment advisory business. We do not have distinct operating segments or components that separately constitute a business. Accordingly, we attribute goodwill to a single reportable segment and reporting unit - our investment advisory business. With the completion of the acquisition of OHA in December 2021, we are currently evaluating the impact that OHA will have on our business reporting and goodwill impairment analysis.

### **Revenue recognition**

Our revenue is earned from investment advisory, administrative, and distribution services we provide to our clients. Each distinct service we promise in our agreements is considered a performance obligation and is the basis for determining when we recognize revenue. The fees are allocated to each distinct performance obligation and we recognize revenue when, or as, we satisfy our promises. The consideration for our services is generally variable and included in net revenues, when it is improbable that a significant reversal could occur in the future. For certain client agreements, we have the discretion to hire a third party to provide services to our clients. In these circumstances, we are generally deemed to control the services before transferring them to our clients, and accordingly present the revenues gross of the related third-party costs. The timing of when we bill our clients and related payment terms vary in accordance with agreed-upon contractual terms. For the majority of our agreements, billing occurs after we have recognized revenue, which results in accounts receivable and accrued revenue. For an insignificant portion of our contracts, billing occurs in advance of providing services, which results in deferred revenue within the accounts payable and accrued expenses line of our consolidated balance sheets.

Taxes billed to our clients based on our fees for services rendered are not included in revenues.

### **Investment advisory fees**

The majority of our investment advisory agreements, including those with the U.S. mutual funds, have a single performance obligation as the promised services are not separately identifiable from other promises in the agreements and, therefore, are not distinct. Substantially all performance obligations for providing advisory services are satisfied over time and revenue is recognized as time passes.

Investment advisory agreements with T. Rowe Price investment products regulated outside the U.S. generally have two performance obligations; one for investment management and one for distribution. For these agreements, we allocate the management fee to each performance obligation using our best estimate of the standalone fee of each of these services. The performance obligation for providing investment management services, like our other advisory contracts, is satisfied over time and revenue is recognized as time passes. The performance obligation for distribution is satisfied at the point in time when an investor makes an investment into the product. Accordingly, a portion of the investment advisory fees earned from these products relate to distribution performance obligations that were satisfied during prior periods. These distribution fees are reported within the investment advisory fees line of our consolidated statements of income.

The management fee for our investment advisory agreements are based on our assets under management, which change based on fluctuations in financial markets and net cash flows from investors, and represents variable consideration. Therefore, investment advisory fees are generally constrained, and excluded from revenue, until the asset values on which our client is billed are no longer subject to financial market volatility. Investment advisory fees for investment products are presented net of fees waived pursuant to the contractual expense limitations of the product. Our assets under management are valued in accordance with valuation and pricing processes for each major type of investment. Fair values used in our processes are primarily determined from quoted market prices; prices furnished by dealers who make markets in such securities; or from data provided by an independent pricing service that considers yield or price of investments of comparable quality, coupon, maturity, and type. Investments for which market prices are not readily available are not a material portion of our total assets under management.

We provide all services to the U.S. mutual funds under contracts that are subject to periodic review and approval by the funds' Boards. Regulations require that the funds' shareholders also approve material changes to investment advisory contracts.

We recognize performance-based incentive fees in connection with the investment advisory agreements from certain separately managed and subadvised accounts. We are entitled to receive performance-based incentive fees when the return on investment assets exceeds a certain benchmark return. In such arrangements, these incentive fees are recognized at the end of the measurement period when the performance benchmark or contractual

outperformance has been achieved. Performance-based incentive fees are considered a form of variable consideration, and as such these fees are subject to potential reversal up until the end of the measurement period (which is generally one year) when the performance-based incentive fees become fixed, determinable, and are not subject to significant reversal. There are no significant judgments made when determining the performance-based incentive fees.

Beginning in 2022, investment advisory fees will also include fees earned from affiliated private investment funds or private accounts that are determined either monthly or quarterly and are generally based on the fund's or account's net asset value or invested capital. Investment advisory fees earned from CLOs include senior collateral management fees and subordinated collateral management fees, which are generally determined quarterly based on the sum of collateral principal amounts and the aggregate principal amount of all defaulted obligations. If amounts distributable on any payment date are insufficient to pay the collateral management fee according to the priority of payments, any shortfall is deferred and payable on subsequent payment dates.

#### Administrative, distribution, and servicing fees

##### Administrative fees

The administrative services we provide include distribution, mutual fund transfer agent, accounting and shareholder services; participant recordkeeping and transfer agent services for defined contribution retirement plans; brokerage; trust services; and non-discretionary advisory services through model delivery.

The administrative service agreements with the U.S. mutual funds for accounting oversight, transfer agency, and recordkeeping services generally have one performance obligation as the promised services in each agreement are not separately identifiable from other promises in the agreement and, therefore, are not distinct. The fees for performing these services are generally equal to the costs incurred and represent variable consideration. The fees are generally constrained and are recognized as revenue when costs are incurred to perform the services.

Other administrative service agreements for participant recordkeeping and transfer agent services for defined contribution retirement plans; brokerage services, and trust services generally have one performance obligation as the promised services in each agreement are not separately identifiable from other performance obligations in the contract and, therefore, are not distinct. Our performance obligation in each agreement is satisfied over time and revenue is recognized as time passes. The fees for these services vary by contract and are both fixed and variable.

##### Distribution and servicing fees

The agreements for distribution and servicing fees earned from 12b-1 plans of the Advisor Class, R Class, and Variable Annuity II Class shares of the U.S. mutual funds have one performance obligation, as distribution services are not separately identifiable from shareholder servicing promises in the agreements and, therefore, are not distinct. Our performance obligation is satisfied at the point in time when an investor makes an investment into these share classes of the U.S. mutual funds. The fees for these distribution and servicing agreements are based on the assets under management in these share classes, which change based on fluctuations in financial markets, and represent variable consideration. These fees are generally constrained, and excluded from revenue, until the asset values on which our client is billed are not subject to financial market volatility. Accordingly, the majority of the distribution and servicing revenue disclosed in Note 4 - Information about Receivables, Revenues and Services relates to distribution and servicing obligations that were satisfied during prior periods.

We also recognize the corresponding costs paid to the third-party financial intermediaries that distribute these funds' share classes within the distribution and servicing costs line of the consolidated statements of income. The fee revenue that we recognize from the funds and the expense that we recognize for the fees paid to third-party intermediaries are equal in amount and, therefore, do not impact our net operating income.

##### Capital allocation-based income

Beginning in 2022, we will record income earned from investments in affiliated private investment funds with capital allocation-based arrangements that are accounted for under ASC 323 based on the proportionate share of the income or loss of the fund assuming the fund was liquidated as of each reporting date pursuant to each investment fund's governing agreements. Accordingly, this income, also known as carried interest, is accounted for outside of the scope of ASC 606.

## **Advertising**

Costs of advertising are expensed the first time that the advertising takes place.

## **Stock-based compensation**

We maintain three stockholder-approved employee long-term incentive plans (2020 Long-Term Incentive Plan, 2012 Long-Term Incentive Plan, and 2004 Stock Incentive Plan, collectively the LTI Plans) and two stockholder-approved non-employee director plans (2017 Non-Employee Director Equity Plan and 2007 Non-Employee Director Equity Plan, collectively the Director Plans). We believe that our stock-based compensation programs align the interests of our employees and directors with those of our common stockholders. As of December 31, 2021, a total of 11,584,645 shares were available for future grant under the 2020 Long-Term Incentive Plan and the 2017 Non-Employee Director Equity Plan (2017 Plan).

Under our LTI Plans, we have issued restricted shares and restricted stock units to employees that settle in shares of our common stock after vesting. Vesting of these awards is based on the individual continuing to render service over an average 5.0 year graded schedule. All restricted stockholders and restricted stock unit holders receive non-forfeitable cash dividends and cash dividend equivalents, respectively, on our dividend payable date. We are also authorized to grant qualified incentive and nonqualified fixed stock options with a maximum term of 10 years. We have not granted options to employees since 2015.

We grant performance-based restricted stock units to certain executive officers in which the number of restricted stock units ultimately retained is determined based on achievement of certain performance thresholds. The number of restricted stock units retained is also subject to similar time-based vesting requirements as the other restricted stock units described above. Cash dividend equivalents are accrued and paid to the holders of performance-based restricted stock units only after the performance period has lapsed and the performance thresholds have been met.

Under the Director Plans, we may grant options with a maximum term of 10 years, restricted shares, and restricted stock units to non-employee directors. Under the 2017 Plan, awards generally vest over one year and, in the case of restricted stock units, are settled upon the non-employee directors' departure from the Board. For restricted shares, cash dividends are accrued and paid only after the award vests. Restricted stock unit holders receive dividend equivalents in the form of unvested stock units that vest over the same period as the underlying award. We have not granted options to non-employee directors since 2016.

We recognize the grant-date fair value of these awards as compensation expense ratably over the awards' requisite service period. Compensation expense recognized for performance-based restricted units includes an estimate regarding the probability of the performance thresholds being met. We account for forfeitures as they occur. Both time-based and performance-based restricted stock units are valued on the grant-date using the closing market price of our common stock.

## **Earnings per share**

We compute our basic and diluted earnings per share under the two-class method, which considers our outstanding restricted shares and stock units, on which we pay non-forfeitable dividends as if they were a separate class of stock.

## **Comprehensive income**

The components of comprehensive income are presented in a separate statement following our consolidated statements of income and include net income and the change in our currency translation adjustments. The currency translation adjustments result from translating our proportionate share of the financial statements of our equity method investment in UTI, and certain consolidated T. Rowe Price investment products into U.S. dollars. Assets and liabilities are translated into U.S. dollars using year-end exchange rates, and revenues and expenses are translated using weighted-average exchange rates for the period.

The changes in accumulated balances of each component of other comprehensive income, the deferred tax impacts of each component, and information about significant items reclassified out of accumulated other comprehensive income are presented in the notes to the financial statements. The notes also indicate the line item

of our consolidated statements of income in which the significant reclassifications were recognized.

We reclassify income tax effects relating to currency translation adjustments to tax expense when there is a reduction in our ownership interest in the related investment. The amount of the reclassification depends on the investment's accounting treatment before and after the change in ownership percentage.

## NOTE 2 - ACQUISITION.

As discussed in Note 1, on December 29, 2021, T. Rowe Price Group, Inc. and certain wholly owned subsidiaries completed the acquisition of Oak Hill Advisors, L.P., a leading alternative credit manager, and other entities that have common ownership (collectively, "OHA").

The upfront purchase consideration transferred included cash consideration of \$2,487.4 million, and 4.4 million shares of common stock valued at \$881.5 million. The upfront purchase consideration included the retirement of \$217.1 million of OHA debt. The consideration transferred is subject to customary working capital and escrow settlements in the post-combination period. The equity consideration transferred is restricted from sale for one year. In addition, contingent consideration in the amount of up to \$900.0 million in cash may be due as part of an earnout payment starting in 2025 and ending in 2027, upon satisfying or exceeding certain defined revenue targets. These defined revenue targets are evaluated on a cumulative basis beginning at the end of 2024, with the ability to extend two additional years if the defined revenue targets are not achieved. The earnout amount will be subject to a proportional reduction if OHA's actual revenue at the end of the earnout period does not meet the defined revenue targets and could result in no earnout payout if OHA's actual revenue falls below 75% of the defined revenue target. About 22% of the earnout is conditioned upon continued service with T. Rowe Price and is excluded from the purchase consideration transferred as further discussed in Compensation Arrangements below. A Monte Carlo simulation was used to determine the fair value of the earnout. The portion of the earnout which is not conditioned upon continued service with T. Rowe Price had a fair value of \$306.3 million and is recorded as a contingent consideration liability in our 2021 consolidated balance sheet.

The acquisition met the requirements to be considered a business combination under ASC 805 - Business Combinations and was accounted for using the acquisition method of accounting. Accordingly, the purchase price consideration was allocated to the assets acquired, including separately identified intangibles, and liabilities assumed based on their estimated fair values as of the acquisition date. Any excess of the purchase price over the fair value of the identifiable assets and liabilities is recorded as goodwill. Approximately \$1.2 billion of the goodwill generated by the acquisition is deductible in future periods for U.S. federal income tax purposes. The remaining goodwill is not deductible for tax purposes. The non-deductible goodwill is part of a tax basis difference associated with our investment in OHA, and, as permitted by accounting guidance, we have adopted an accounting policy to not record a related deferred tax liability.

In addition to the upfront and contingent consideration, we also assumed debt of \$113.5 million and identified non-controlling interests in acquired consolidated entities of \$248.7 million. See below for a summary of the total purchase consideration transferred at closing and the total purchase consideration allocated.

(in millions)	
Cash consideration	\$ 2,487.4
Contingent consideration	306.3
Equity consideration	881.5
Debt assumed	113.5
Non-controlling interests in consolidated entities	248.7
<b>Total purchase consideration at closing</b>	<b>4,037.4</b>
Less: cash payment treated as future compensation expense <sup>(1)</sup>	(283.2)
<b>Total purchase consideration transferred</b>	<b>\$ 3,754.2</b>

<sup>(1)</sup> See discussion in Compensation Arrangement section below. The amount is included within "Other Assets" on our consolidated balance sheet.

The purchase price allocation is preliminary and subject to change during the measurement period, which is not to exceed one year from the acquisition date. The following table sets forth the preliminary fair values of the assets acquired and liabilities assumed in connection with the acquisition:

(in millions)	<b>Acquisition date fair value</b>	
Cash and cash equivalents	\$	22.1
Accounts receivable and accrued revenue		122.2
Investments		891.0
Property, equipment and software, net		22.4
Operating lease asset		101.5
Intangible assets		913.4
Goodwill		2,027.5
Other assets		27.2
<b>Total assets</b>		<b>4,127.3</b>
Accounts payable and accrued expenses	\$	133.3
Operating lease liability		114.1
Deferred tax liabilities, included in other assets in the consolidated balance sheet		125.7
<b>Total liabilities assumed</b>		<b>373.1</b>
<b>Total purchase consideration</b>	<b>\$</b>	<b>3,754.2</b>

The fair values of the acquired assets and liabilities assumed were determined using level 3 inputs. The fair value of the intangible assets and certain investments in affiliated private investment funds where we earn a carried interest were determined using net present value of estimated future cash flows. The acquired book values of the remaining assets and liabilities approximated their fair values.

As part of the acquisition, T. Rowe Price Group, Inc. incurred approximately \$31.9 million of acquisition-related costs that are included in general, administrative and other expenses in our 2021 consolidated statement of income.

### **GOODWILL AND INTANGIBLE ASSETS**

Goodwill is comprised of future benefits for T. Rowe Price from the OHA acquisition, which do not qualify as separately recognized intangible assets. With the completion of the acquisition of OHA in December 2021, we are currently evaluating the impact that OHA will have on our segment reporting and goodwill impairment analysis.

The intangible assets include an indefinite-lived trade name of \$134.7 million and both indefinite- and definite-lived investment advisory agreements totaling \$778.7 million.

See Note 10 for more details on goodwill and the intangible assets.

### **INVESTMENTS**

As part of the OHA acquisition, investments in affiliated private investment funds have been recorded at fair value of \$761.1 million as of the acquisition date. The difference of \$375.0 million between the carrying value of these investments on OHA's books and their fair value represent the basis difference, of which \$306.5 million will be amortized on a straight-line basis over the funds' estimated weighted average remaining life of 5.9 years. This amortization will be included in "Net revenues" in the consolidated statements of income in future periods. Since T. Rowe Price acquired the majority, but not 100% of the equity interest in these carried interest entities, non-controlling interests have been recorded in permanent stockholders' equity at a fair value of \$248.7 million as of the acquisition date. The fair value of these non-controlling interests include a basis difference of \$154.3 million, of which \$129.1 million is attributable to funds with a definite life and will be amortized on a straight-line basis over the funds' estimated weighted average remaining life of 5.9 years. The non-controlling interests are held by employees that participate in the management of the investments in affiliated private investment funds and therefore profit and

loss allocations will be reflected as compensation expense in the consolidated statements of income. Accordingly, the future basis difference amortization will also be included in "Compensation and related costs" line in the consolidated statements of income.

### **COMPENSATION ARRANGEMENTS**

In connection with the OHA acquisition, a portion of the upfront purchase consideration and future payments to sellers or employees related to other compensation arrangements are conditioned upon continued service or a future performance period. These arrangements are treated as post-combination compensation expense recognized over a period of three to five years, and had an aggregate fair value of \$459.9 million as of the acquisition closing date. These arrangements include an agreement among certain sellers whereby \$283.2 million of their upfront purchase consideration would be forfeited and redistributed among the other sellers who are party to the agreement if employment with T. Rowe Price or an affiliate was voluntarily terminated prior to the fifth anniversary of the acquisition date. Additionally, these arrangements include about 22% of the total earnout with a fair value of \$88.2 million as of December 31, 2021, and \$58.3 million in retention bonuses that will be paid to certain employees of OHA following the completion of a service period. The aggregate fair value of \$459.9 million also includes an agreement, referred to as the Value Creation Agreement, whereby certain employees of OHA will receive incentive payments in the aggregate equal to 10% of the appreciated value of the OHA business, subject to an annualized preferred return to T. Rowe Price, on the fifth anniversary of the acquisition date. The fair value of the earnout and Value Creation Agreement will be remeasured each reporting period and recognized over the related service periods. Due to the timing of the OHA acquisition, no compensation expense related to these arrangements is included in our consolidated statements of income for the year ended December 31, 2021.

### **CASH FLOW INFORMATION**

For cash flow reporting purposes, there were non-cash financing activities of \$881.5 million for the issuance of T. Rowe Price Group, Inc. common stock as part of the purchase consideration and non-cash investing activities of \$306.3 million related to the contingent consideration for the earnout.

### **PRO FORMA SUMMARY**

The following unaudited pro forma summary presents combined results of operations of T. Rowe Price Group, Inc. as if the OHA acquisition had occurred on January 1, 2020. The pro forma adjustments include acquisition-related costs and adjustments to intangible amortization expense. These pro forma results are not indicative of results of operations that would have been achieved had the acquisition occurred on January 1, 2020, nor are they indicative of future results of operations of the combined entity.

(in millions)	Pro forma years ended (unaudited)	
	12/31/2021	12/31/2020
Revenue	\$ 8,162	\$ 6,479
Net income	\$ 3,016	\$ 2,241

### **NOTE 3 – CASH EQUIVALENTS.**

Cash equivalent investments in the T. Rowe Price money market mutual funds aggregate to \$1,183.9 million at December 31, 2021, and \$1,931.1 million at December 31, 2020. Dividends earned on these investments totaled \$0.3 million in 2021, \$4.2 million in 2020, and \$33.3 million in 2019.

**NOTE 4 – INFORMATION ABOUT RECEIVABLES, REVENUES, AND SERVICES.**

Revenues earned during the years ended December 31, 2021, 2020 and 2019, under agreements with clients include:

2021				
(in millions)	Investment advisory fees	Administrative, distribution, and servicing fees		Net revenues
		Administrative fees	Distribution and servicing fees	
U.S. mutual funds	\$ 4,388.9	\$ 333.4	\$ 120.3	\$ 4,842.6
Subadvised funds, separate accounts, collective investment trusts, and other investment products	2,709.2	—	—	2,709.2
Other clients	—	120.1	—	120.1
	<u>\$ 7,098.1</u>	<u>\$ 453.5</u>	<u>\$ 120.3</u>	<u>\$ 7,671.9</u>

  

2020				
(in millions)	Investment advisory fees	Administrative, distribution, and servicing fees		Net revenues
		Administrative fees	Distribution and servicing fees	
U.S. mutual funds	\$ 3,639.9	\$ 291.3	\$ 111.3	\$ 4,042.5
Subadvised funds, separate accounts, collective investment trusts, and other investment products	2,053.2	—	—	2,053.2
Other clients	—	111.0	—	111.0
	<u>\$ 5,693.1</u>	<u>\$ 402.3</u>	<u>\$ 111.3</u>	<u>\$ 6,206.7</u>

  

2019				
(in millions)	Investment Advisory Fees	Administrative, distribution, and servicing fees		Net Revenues
		Administrative Fees	Distribution and servicing fees	
U.S. mutual funds	\$ 3,452.5	\$ 281.8	\$ 120.0	\$ 3,854.3
Subadvised funds, separate accounts, collective investment trusts, and other investment products	1,660.0	—	—	1,660.0
Other clients	—	103.6	—	103.6
	<u>\$ 5,112.5</u>	<u>\$ 385.4</u>	<u>\$ 120.0</u>	<u>\$ 5,617.9</u>

The following table details the investment advisory fees earned from clients by their underlying asset class.

(in millions)	2021	2020	2019
U.S. mutual funds			
Equity	\$ 3,118.5	\$ 2,440.4	\$ 2,219.1
Fixed income, including money market	245.2	266.5	280.1
Multi-asset	1,025.2	933.0	953.3
	<u>4,388.9</u>	<u>3,639.9</u>	<u>3,452.5</u>
Subadvised funds, separate accounts, collective investment trusts, and other investment products			
Equity and blended assets	1,781.4	1,326.3	1,033.4
Fixed income, including money market	164.6	149.3	153.7
Multi-asset	763.2	577.6	472.9
	<u>2,709.2</u>	<u>2,053.2</u>	<u>1,660.0</u>
Total	<u>\$ 7,098.1</u>	<u>\$ 5,693.1</u>	<u>\$ 5,112.5</u>

The following table summarizes the investment portfolios and assets under management on which we earned investment advisory fees. The assets under management as of December 31, 2021, in the table below, excludes fee-basis assets under management of \$46.9 billion acquired as part of the OHA acquisition.

(in billions)	Average during			As of December 31,	
	2021	2020	2019	2021	2020
<b>U.S. mutual funds</b>					
Equity	\$ 540.4	\$ 417.0	\$ 376.3	\$ 553.9	\$ 498.6
Fixed income, including money market	86.4	76.8	72.0	85.3	79.4
Multi-Asset	229.8	193.9	192.1	232.2	216.6
	<u>856.6</u>	<u>687.7</u>	<u>640.4</u>	<u>871.4</u>	<u>794.6</u>
<b>Subadvised funds, separate accounts, collective investment trusts, and other investment products</b>					
Equity	431.6	321.3	257.3	438.8	397.2
Fixed income, including money market	91.3	82.1	79.5	85.2	89.3
Multi-Asset	219.8	156.8	132.1	245.5	189.4
	<u>742.7</u>	<u>560.2</u>	<u>468.9</u>	<u>769.5</u>	<u>675.9</u>
<b>Total</b>	<u>\$ 1,599.3</u>	<u>\$ 1,247.9</u>	<u>\$ 1,109.3</u>	<u>\$ 1,640.9</u>	<u>\$ 1,470.5</u>

Investors that we serve are primarily domiciled in the U.S.; investment advisory clients outside the U.S. account for about 9.9% and 9.3% of our assets under management at December 31, 2021 and 2020, respectively. The percentage at December 31, 2021 reflects the assets under management from OHA's clients outside the United States.

Total net revenues earned from T. Rowe Price investment products totaled \$6,259.3 million in 2021, \$5,044.3 million in 2020, and \$4,626.3 million in 2019. Accounts receivable from these products aggregate to \$577.9 million at December 31, 2021 and \$523.4 million at December 31, 2020.

**NOTE 5 – INVESTMENTS.**

The carrying values of investments that are not part of the consolidated T. Rowe Price investment products at December 31 are as follows:

(in millions)	2021	2020
Investments held at fair value		
T. Rowe Price investment products		
Discretionary investments	\$ 518.7	\$ 1,647.7
Seed capital	264.8	169.5
Supplemental savings plan liability economic hedges	881.5	768.1
Investment partnerships and other investments	108.9	95.1
Investments in affiliated collateralized loan obligations	10.8	—
Equity method investments		
T. Rowe Price investment products		
Discretionary investments	—	242.9
Seed capital	141.7	178.6
Investment in UTI Asset Management Company Limited (India)	165.4	145.5
Investments in affiliated private investment funds - carried interest	609.8	—
Investments in affiliated private investment funds - seed/co-investment	151.3	—
Other investment partnerships and investments	2.5	2.4
Held to maturity		
Investments in affiliated collateralized loan obligations <sup>(1)</sup>	119.1	—
U.S. Treasury note	1.0	1.0
Total	<u>\$ 2,975.5</u>	<u>\$ 3,250.8</u>

<sup>(1)</sup> These investments were acquired as part of the OHA acquisition. As of December 31, 2021, these investments are recorded at their acquisition date fair value but will be accounted for as held-to-maturity going forward.

The investment partnerships are carried at fair value using net asset value ("NAV") per share as a practical expedient. Our interests in these partnerships are generally not redeemable and are subject to significant transferability restrictions. The underlying investments of these partnerships have contractual terms through 2029, though we may receive distributions of liquidating assets over a longer term. The investment strategies of these partnerships include growth equity, buyout, venture capital, and real estate.

During 2021, we recognized \$63.6 million of net unrealized gains on investments held at fair value that were still held at December 31, 2021. For 2020, we recognized \$142.7 million of net unrealized gains on investments held at fair value that were still held at December 31, 2020. For 2019, we recognized \$105.4 million of net unrealized gains on investments held at fair value that were still held at December 31, 2019.

Dividends, including capital gain distributions, earned on the T. Rowe Price investment products held at fair value, totaled \$90.2 million in 2021, \$50.8 million in 2020, and \$50.6 million in 2019.

During each of the last three years, certain T. Rowe Price investment products in which we provided initial seed capital at the time of formation were deconsolidated, as we no longer had a controlling interest. Depending on our ownership interest, we are now reporting our residual interests in these T. Rowe Price investment products as either an equity method investment or an investment held at fair value. Additionally, during 2020 and 2019, certain T. Rowe Price investment products that were being accounted for as equity method investments were consolidated, as we regained a controlling interest. The net impact of these changes on our consolidated balance sheets and statements of income as of the dates the portfolios were deconsolidated or reconsolidated is detailed below.

(in millions)	2021	2020	2019
Net decrease in assets of consolidated T. Rowe Price investment products	\$ (753.0)	\$ (546.1)	\$ (380.5)
Net decrease in liabilities of consolidated T. Rowe Price investment products	\$ (17.6)	\$ (10.5)	\$ (15.0)
Net decrease in redeemable non-controlling interests	\$ (501.1)	\$ (308.1)	\$ (267.6)
Gains recognized upon deconsolidation	\$ 2.4	\$ .7	\$ .1

The gains recognized upon deconsolidation were the result of reclassifying currency translation adjustments accumulated on certain T. Rowe Price investment products with non-USD functional currencies from accumulated other comprehensive income to non-operating income.

In October 2020, UTI Asset Management Company Limited (India), one of our equity method investments, held an initial public offering in India. As part of the offering, we sold a portion of our 26% interest and recorded a net gain on the sale of approximately \$2.8 million in the fourth quarter of 2020. Subsequent to the sale, we have an ownership interest of 23% in UTI Asset Management Company Limited (India).

#### **INVESTMENTS IN AFFILIATED PRIVATE INVESTMENT FUNDS.**

We acquired investments in certain OHA affiliated private investment funds that are recorded at their acquisition fair value of \$761.1 million as of December 31, 2021 and reported in investments in our 2021 consolidated balance sheet. For the carried interest investments, we will recognize an allocable share of net profits as determined by the underlying limited partnership agreements in net revenues in future consolidated statements of income. For seed/ co-investments, we will recognize income from these investments in non-operating income in future consolidated statements of income.

#### **INVESTMENTS IN AFFILIATED COLLATERALIZED LOAN OBLIGATIONS.**

As part of the OHA acquisition, we acquired long-term investments in collateralized loan obligations ("CLOs") and assumed debt associated with these investments. We recorded these investments at their acquisition date fair values. The European CLOs, which were valued at \$129.9 million at December 31, 2021, invest in 5% vertical strips in each class of rated notes and subordinated notes. Certain investments in the debt tranches of the CLOs will be subsequently measured at amortized cost as investments held to maturity and included in investments in our consolidated balance sheets. The subordinated note tranches of these investments are accounted for as equity method investments and our allocable share of income will be included in non-operating income (loss) in the consolidated statements of income beginning in 2022. Certain of the investments in the debt tranches of the CLOs have been pledged as collateral against the repurchase agreements.

The debt assumed was valued at \$113.5 million at December 31, 2021, and is reported in accounts payable and accrued expenses of the consolidated balance sheet. The debt assumed includes outstanding repurchase agreements of €66.7 million (equivalent to \$75.9 million at the December 31, 2021 EUR spot rate) that are collateralized by our CLO investment. Interest income on the underlying investments accrues quarterly and those amounts are retained by the counterparty. Interest expense accrues quarterly, which is equal to the interest income retained by the counterparty, plus 0.5% per annum on the notes of the underlying pledged investments. We still hold the legal rights and obligations associated with the underlying assets and therefore continue to satisfy the United Kingdom risk retention requirements.

The debt we assumed also includes outstanding note facilities of €32.4 million (equivalent to \$36.9 million at the December 31, 2021 EUR spot rate) that were entered into in connection with the financing of certain CLO investments and are collateralized by first priority security interests in the assets of the consolidated OHA entity that is party to the notes. These notes bear interest at rates based on EURIBOR plus the initial margin, which equals all-in rates ranging from 1.70% to 1.95% as of December 31, 2021. The notes mature on various dates through 2032 or if the investment is paid back in full or cancelled, whichever is sooner. Payments are required on the debt when payments are received on the investments. Each deed contains covenants which, if not met, may cause the termination of the note facility and declare principal and interest immediately due and payable. The consolidated entity that is the party to the notes was in compliance with all such covenants at December 31, 2021.

## **VARIABLE INTEREST ENTITIES.**

Our investments at December 31, 2021 and 2020, include interests in variable interest entities that we do not consolidate as we are not deemed the primary beneficiary. Our maximum risk of loss related to our involvement with these entities is as follows:

(in millions)	2021	2020
Investment carrying values	\$ 182.2	\$ 144.7
Unfunded capital commitments	8.0	12.3
Receivable for investment advisory and administrative fees	22.9	13.8
	<u>\$ 213.1</u>	<u>\$ 170.8</u>

The unfunded capital commitments, totaling \$8.0 million at December 31, 2021, and \$12.3 million at December 31, 2020, relate primarily to investment partnerships in which we have an existing investment. In addition to such amounts, a percentage of prior distributions may be called under certain circumstances.

In connection with the OHA acquisition, we acquired carried interest entities that hold general partner interests in affiliated private investment funds that are VIEs, though these carried interest entities were determined to not be the primary beneficiary. Our maximum risk of loss related to these affiliated investment funds are the investment carrying value of \$761.1 million, the unfunded capital commitments of \$86.2 million, and their receivable for investment advisory and performance-based incentive fees of \$122.2 million.

## **NOTE 6 – FAIR VALUE MEASUREMENTS.**

We determine the fair value of our cash equivalents and certain investments using the following broad levels of inputs as defined by related accounting standards:

Level 1 – quoted prices in active markets for identical securities.

Level 2 – observable inputs other than Level 1 quoted prices including, but not limited to, quoted prices for similar securities, interest rates, prepayment speeds, and credit risk. These inputs are based on market data obtained from independent sources.

Level 3 – unobservable inputs reflecting our own assumptions based on the best information available. The inputs into the determination of fair value require significant management judgment or estimation. Investments in this category generally include investments for which there is not an actively-traded market.

These levels are not necessarily an indication of the risk or liquidity associated with our investments. The following table summarizes our investments that are recognized in our consolidated balance sheets at December 31 using fair value measurements determined based on the differing levels of inputs. This table excludes investments held by consolidated T. Rowe Price investment products which are presented separately on our consolidated balance sheets and are detailed in Note 7.

(in millions)	2021		2020	
	Level 1	Level 2	Level 1	Level 2
Rowe Price investment products				
Cash equivalents held in money market funds	\$ 1,183.9	\$ —	\$ 1,931.1	\$ —
Discretionary investments	518.7		1,647.7	—
Unfunded capital	241.4	23.4	156.6	12.9
Supplemental savings plan liability economic hedges	881.5	—	768.1	—
Other investments	.7	.1	.5	.6
Total	<u>\$ 2,826.2</u>	<u>\$ 23.5</u>	<u>\$ 4,504.0</u>	<u>\$ 13.5</u>

At December 31, 2021, the reported investments held at fair value in Note 5 include \$108.1 million of investments that are carried at fair value using the NAV per share as a practical expedient. These investments are not required to be included in the fair value hierarchy levels above.

As part of the acquisition of OHA, we recorded the assets acquired and liabilities assumed at the acquisition date fair value. See Note 2 for more information on the acquisition and the fair value of the assets acquired and liabilities assumed.

#### NOTE 7 – CONSOLIDATED T. ROWE PRICE INVESTMENT PRODUCTS.

The T. Rowe Price investment products that we consolidate in our consolidated financial statements are generally those products we provided initial seed capital at the time of their formation and have a controlling interest. Our U.S. mutual funds are considered voting interest entities, while those regulated outside the U.S. are considered variable interest entities.

The following table details the net assets of the consolidated T. Rowe Price investment products at December 31:

(in millions)	2021			2020		
	VOE	VIE	Total	VOE	VIE	Total
Cash and cash equivalents <sup>(1)</sup>	\$ 7.3	\$ 93.8	\$ 101.1	\$ 7.1	\$ 97.7	\$ 104.8
Investments <sup>(2)</sup>	188.9	1,645.0	1,833.9	188.2	2,372.7	2,560.9
Other assets	5.1	22.7	27.8	2.8	27.0	29.8
Total assets	201.3	1,761.5	1,962.8	198.1	2,497.4	2,695.5
Liabilities	15.3	36.2	51.5	10.0	47.7	57.7
Net assets	\$ 186.0	\$ 1,725.3	\$ 1,911.3	\$ 188.1	\$ 2,449.7	\$ 2,637.8
Attributable to T. Rowe Price Group	\$ 125.3	\$ 803.7	\$ 929.0	\$ 130.7	\$ 945.4	\$ 1,076.1
Attributable to redeemable non-controlling interests	60.7	921.6	982.3	57.4	1,504.3	1,561.7
	\$ 186.0	\$ 1,725.3	\$ 1,911.3	\$ 188.1	\$ 2,449.7	\$ 2,637.8

<sup>(1)</sup> Cash and cash equivalents includes \$6.5 million and \$7.0 million at December 31, 2021 and 2020, respectively, of investments in T. Rowe Price money market mutual funds.

<sup>(2)</sup> Investments include \$42.5 million and \$26.9 million at December 31, 2021 and 2020, respectively, of T. Rowe Price investment products.

Although we can redeem our net interest in the T. Rowe Price investment products at any time, we cannot directly access or sell the assets held by these products to obtain cash for general operations. Additionally, the assets of these investment products are not available to our general creditors.

Since third-party investors in these investment products have no recourse to our credit, our overall risk related to the net assets of consolidated T. Rowe Price investment products is limited to valuation changes associated with our net interest. We, however, are required to recognize the valuation changes associated with all underlying investments held by these products in our consolidated statements of income and disclose the portion attributable to third-party investors as net income attributable to redeemable non-controlling interests.

The operating results of the consolidated T. Rowe Price investment products, are reflected in our consolidated statements of income for the year ended December 31 as follows:

(in millions)	2021			2020			2019		
	VOE	VIE	Total	VOE	VIE	Total	VOE	VIE	Total
Operating expenses reflected in net operating income	\$ (0.6)	\$ (11.6)	\$ (12.2)	\$ (1.6)	\$ (14.8)	\$ (16.4)	\$ (2.2)	\$ (12.5)	\$ (14.7)
Net gains (losses) reflected in non-operating income	18.0	56.7	74.7	13.2	238.5	251.7	31.0	241.9	272.9
Impact on income before taxes	<u>\$ 17.4</u>	<u>\$ 45.1</u>	<u>\$ 62.5</u>	<u>\$ 11.6</u>	<u>\$ 223.7</u>	<u>\$ 235.3</u>	<u>\$ 28.8</u>	<u>\$ 229.4</u>	<u>\$ 258.2</u>
Net income (loss) attributable to T. Rowe Price Group	\$ 11.4	\$ 35.5	\$ 46.9	\$ 11.6	\$ 73.1	\$ 84.7	\$ 21.3	\$ 119.3	\$ 140.6
Net income (loss) attributable to redeemable non-controlling interests	6.0	9.6	15.6	—	150.6	150.6	7.5	110.1	117.6
	<u>\$ 17.4</u>	<u>\$ 45.1</u>	<u>\$ 62.5</u>	<u>\$ 11.6</u>	<u>\$ 223.7</u>	<u>\$ 235.3</u>	<u>\$ 28.8</u>	<u>\$ 229.4</u>	<u>\$ 258.2</u>

The operating expenses of these consolidated products are reflected in other operating expenses. In preparing our consolidated financial statements, we eliminated operating expenses of \$5.5 million in 2021, \$9.9 million in 2020, and \$6.8 million in 2019, against the investment advisory and administrative fees earned from these products. The net gains (losses) reflected in non-operating income includes dividend and interest income and realized and unrealized gains and losses on the underlying securities held by the consolidated T. Rowe Price investment products.

The following table details the impact of these consolidated investment products on the individual lines of our consolidated statements of cash flows.

(in millions)	2021			2020			2019		
	VOE	VIE	Total	VOE	VIE	Total	VOE	VIE	Total
Net cash provided by operating activities	\$ (135.3)	\$ 160.8	\$ 25.5	\$ (155.4)	\$ (401.3)	\$ (556.7)	\$ (7.2)	\$ (663.6)	\$ (670.8)
Net cash provided by (used in) investing activities	(11.9)	(5.0)	(16.9)	(23.4)	(30.5)	(53.9)	(7.1)	(11.3)	(18.4)
Net cash used in financing activities	147.4	(162.3)	(14.9)	176.0	461.0	637.0	5.7	692.4	698.1
FX impact on cash	—	2.6	2.6	—	1.9	1.9	—	(2.5)	(2.5)
Net change in cash and cash equivalents during period	.2	(3.9)	(3.7)	(2.8)	31.1	28.3	(8.6)	15.0	6.4
Cash and cash equivalents at beginning of year	7.1	97.7	104.8	9.9	66.6	76.5	18.5	51.6	70.1
Cash and cash equivalents at end of year	<u>\$ 7.3</u>	<u>\$ 93.8</u>	<u>\$ 101.1</u>	<u>\$ 7.1</u>	<u>\$ 97.7</u>	<u>\$ 104.8</u>	<u>\$ 9.9</u>	<u>\$ 66.6</u>	<u>\$ 76.5</u>

The net cash provided by financing activities includes \$51.9 million in 2021, \$79.5 million in 2020 and \$174.4 million in 2019, of net subscriptions we made into the consolidated T. Rowe Price investment products, net of dividends received. These cash flows were eliminated in consolidation.

**FAIR VALUE MEASUREMENTS.**

We determine the fair value of investments held by consolidated T. Rowe Price investment products using the following broad levels of inputs as defined by related accounting standards:

Level 1 – quoted prices in active markets for identical securities.

Level 2 – observable inputs other than Level 1 quoted prices including, but not limited to, quoted prices for similar securities, interest rates, prepayment speeds, and credit risk. These inputs are based on market data obtained from independent sources.

Level 3 – unobservable inputs reflecting our own assumptions based on the best information available. The value of investments using Level 3 inputs is insignificant.

These levels are not necessarily an indication of the risk or liquidity associated with these investment holdings. The following table summarizes the investment holdings held by our consolidated T. Rowe Price investment products using fair value measurements determined based on the differing levels of inputs as of December 31.

(in millions)	2021		2020	
	Level 1	Level 2	Level 1	Level 2
<b>Assets</b>				
Cash equivalents	\$ 6.5	\$ .7	\$ 7.0	\$ —
Equity securities	247.8	340.3	308.0	708.0
Fixed income securities	—	1,187.4	—	1,411.3
Other investments	5.7	52.7	2.6	131.0
	<u>\$ 260.0</u>	<u>\$ 1,581.1</u>	<u>\$ 317.6</u>	<u>\$ 2,250.3</u>
<b>Liabilities</b>				
	<u>\$ (.7)</u>	<u>\$ (9.7)</u>	<u>\$ (.4)</u>	<u>\$ (18.8)</u>

**NOTE 8 – LEASES.**

All of our leases are operating leases and primarily consist of real estate leases for corporate offices, data centers, and other facilities. In December 2020, we announced that we signed a letter of intent for a long-term lease for our global headquarters in a different downtown location in Baltimore, Maryland. We plan to relocate our operations from our East Pratt Street offices in 2024.

As of December 31, 2021, the weighted-average remaining lease term on our leases is approximately 9.1 years and the weighted-average discount rate used to measure the lease liabilities is 2.4%.

Operating lease expense was \$32.5 million in 2021, \$32.1 million in 2020, and \$29.0 million in 2019. Charges related to our operating leases that are variable, including variable common area maintenance charges and other management-related costs, and not included in the measurement of the lease liabilities, were \$9.6 million in 2021. We made lease payments of \$36.6 million during 2021. Due to the timing of the closing of the acquisition of OHA on December 29, 2021, we have excluded operating lease expense and payments for 2021 from the disclosures above.

Our future undiscounted cash flows related to our operating leases, including operating leases associated with OHA, and the reconciliation to the operating lease liability as of December 31, 2021, are as follows:

(in millions)	2021
2021	\$ 41.7
2022	41.1
2023	50.6
2024	22.5
2025	11.7
Thereafter	106.5
Total future undiscounted cash flows	274.1
Less: imputed interest to be recognized in lease expense	(24.9)
Operating lease liabilities, as reported	\$ 249.2

#### NOTE 9 – PROPERTY, EQUIPMENT AND SOFTWARE.

Property, equipment and software at December 31 consists of:

(in millions)	2021	2020
Computer and communications software and equipment	\$ 1,293.5	\$ 1,113.1
Buildings and improvements	472.0	457.5
Leasehold improvements	196.4	169.2
Furniture and other equipment	205.6	193.3
Land	25.7	37.2
	2,193.2	1,970.3
Less accumulated depreciation and amortization	1,457.0	1,274.9
Total	\$ 736.2	\$ 695.4

Compensation and related costs attributable to the development of computer software for internal use, totaling \$137.6 million in 2021, \$125.9 million in 2020, and \$95.5 million in 2019, have been capitalized.

#### NOTE 10 - GOODWILL AND INTANGIBLE ASSETS.

Goodwill and intangible assets consist of the following:

(in millions)	As of December 31,	
	2021	2020
Goodwill	\$ 2,693.2	\$ 665.7
Indefinite-lived intangible assets - trade name	134.7	—
Indefinite-lived intangible assets - investment advisory agreements	164.8	—
Definite-lived intangible assets - investment advisory agreements	613.9	—
Total	\$ 3,606.6	\$ 665.7

The estimated weighted average life for the definite-lived intangible assets is 6.1 years. Estimated amortization expense for the definite-lived investment advisory agreements intangible assets for 2022 through 2026 is \$108.5 million for 2022, \$108.1 million for 2023, \$105.7 million for 2024, \$105.0 million for 2025 and \$87.7 million for 2026. Due to the timing of the acquisition of OHA, there was no amortization expense for acquisition intangible assets included in the consolidated statements of income for the year ended December 31, 2021.

Goodwill activity during the years ended December 31, 2021 and 2020, was as follows:

(in millions)	2021		2020	
Balance, beginning of the year	\$	665.7	\$	665.7
Acquisition of OHA		2,027.5		—
Balance, end of year	\$	2,693.2	\$	665.7

For the goodwill held prior to the acquisition of OHA, we evaluate the carrying amount of goodwill in our consolidated balance sheets for possible impairment on an annual basis in the third quarter of each year using a fair value approach.

#### NOTE 11 – INCOME TAXES.

The provision for income taxes consists of:

(in millions)	2021		2020		2019	
Current income taxes						
U.S. federal	\$	745.0	\$	547.1	\$	490.9
State and local		179.3		135.2		135.9
Foreign		28.1		22.9		18.3
Deferred income taxes (benefits)		(56.3)		13.7		33.3
Total	\$	896.1	\$	718.9	\$	678.4

Deferred income taxes and benefits arise from temporary differences between taxable income for financial statement and income tax return purposes. The deferred income taxes (benefits) recognized as part of our provision for income taxes is related to:

(in millions)	2021		2020		2019	
Property and equipment	\$	11.8	\$	15.6	\$	3.0
Asset impairments		2.0		2.9		(2.4)
Stock-based compensation		(8.1)		1.8		4.5
Accrued compensation		(1.6)		(2.2)		1.3
Supplemental savings plan liability		(29.3)		(43.3)		(33.6)
Unrealized holding gains recognized in non-operating income		(26.1)		46.8		63.0
Other		(5.0)		(7.9)		(2.5)
Total deferred income taxes (benefits)	\$	(56.3)	\$	13.7	\$	33.3

The following table reconciles the statutory federal income tax rate to our effective income tax rate.

	2021		2020		2019	
Statutory U.S. federal income tax rate		21.0 %		21.0 %		21.0 %
State income taxes for current year, net of federal income tax benefits <sup>(1)</sup>		3.7		3.8		4.3
Net income attributable to redeemable non-controlling interests <sup>(2)</sup>		(.1)		(1.2)		(1.0)
Net excess tax benefits from stock-based compensation plans activity		(2.1)		(1.9)		(1.5)
Other items		(.1)		.5		.4
Effective income tax rate		22.4 %		22.2 %		23.2 %

<sup>(1)</sup> State income tax benefits are reflected in the total benefits for net income attributable to redeemable non-controlling interests and stock-based compensation plans activity.

<sup>(2)</sup> Net income attributable to redeemable non-controlling interests represents the portion of earnings held in the firm's consolidated investment products, which are not taxable to the firm despite being included in pre-tax income.

The net deferred tax assets recognized in our consolidated balance sheets in other assets as of December 31 relate to the following:

(in millions)	2021	2020
Deferred tax assets		
Stock-based compensation	\$ 87.4	\$ 79.3
Asset impairments	5.4	7.4
Operating lease liabilities	24.3	34.9
Accrued compensation	9.1	7.5
Supplemental savings plan	190.2	160.9
Currency translation adjustment	2.0	.2
Other	24.6	13.5
	<u>343.0</u>	<u>303.7</u>
Deferred tax liabilities		
Acquisition-related retention liability	(68.4)	—
Acquired Investments	(59.2)	—
Property and equipment	(76.7)	(64.9)
Operating lease assets	(24.3)	(34.9)
Net unrealized holding gains recognized in income	(104.8)	(130.9)
Other	(16.6)	(12.4)
	<u>(350.0)</u>	<u>(243.1)</u>
Net deferred tax (liability) asset	<u>\$ (7.0)</u>	<u>\$ 60.6</u>

We intend to repatriate earnings of T. Rowe Price foreign subsidiaries to the U.S. in an amount not to exceed these subsidiaries' previously taxed earnings and profits ("PTEP"), which are estimated to be approximately \$864 million at December 31, 2021. These earnings as well as our pro rata share of the earnings of foreign corporations in which T. Rowe Price owns 10% or more were subject to the repatriation tax enacted with the U.S. tax reform and are treated as PTEP. As such, we did not record a deferred tax liability with respect to the U.S. federal or foreign withholding taxes as the PTEP should not be taxed in these jurisdictions. We did recognize a state deferred tax liability of \$0.8 million for the intended repatriation as states have varying rules on taxation of these amounts.

Other assets include tax refund receivables of \$11.9 million at December 31, 2021, and \$25.0 million at December 31, 2020.

Cash outflows from operating activities include net income taxes paid of \$948.9 million in 2021, \$643.0 million in 2020, and \$677.3 million in 2019.

Additional income tax benefit arising from stock-based compensation plans activity totaling \$82.7 million in 2021, \$61.9 million in 2020, and \$42.7 million in 2019 reduced the amount of income taxes that would have otherwise been payable. These income tax benefits were recognized in the income tax provision.

The following table summarizes the changes in our unrecognized tax benefits.

(in millions)	2021	2020	2019
Balance at beginning of year	\$ 26.7	\$ 23.9	\$ 16.1
Changes in tax positions related to			
Current year	8.9	7.7	8.1
Prior years	(1.0)	(2.6)	.5
Expired statute of limitations	(5.3)	(2.3)	(.8)
Balance at end of year	<u>\$ 29.3</u>	<u>\$ 26.7</u>	<u>\$ 23.9</u>

If recognized, these tax benefits would affect our effective tax rate; however, we do not expect that unrecognized tax benefits for tax positions taken with respect to 2021 and prior years will significantly change in 2022. The U.S. has concluded examinations related to federal tax obligations through the year 2019. A net interest payable related to our unrecognized tax benefits of \$1.6 million at December 31, 2021, and \$1.9 million at December 31, 2020, are recognized in our consolidated balance sheets. Our accounting policy with respect to interest and penalties arising from income tax settlements is to recognize them as part of our provision for income taxes. Interest recognized as part of our provision for income taxes was not material.

## **NOTE 12 – STOCKHOLDERS' EQUITY.**

### **SPECIAL DIVIDEND.**

On June 14, 2021, the Board of Directors declared a special cash dividend of \$3.00 per common share, or \$699.8 million, that was paid on July 7, 2021, to stockholders of record as of the close of business on June 25, 2021.

### **SHARE REPURCHASES.**

The Board of Directors has authorized the future repurchase of up to 15,525,910 common shares as of December 31, 2021.

Accounts payable and accrued expenses includes liabilities of \$2.5 million at December 31, 2020 for common stock repurchases that settled during the first week of January 2021.

### **RESTRICTED CAPITAL.**

Our consolidated stockholders' equity at December 31, 2021, includes about \$361 million that is restricted as to use by various regulations and agreements arising in the ordinary course of our business.

## **NOTE 13 – STOCK-BASED COMPENSATION.**

### **SHARES AUTHORIZED FOR STOCK-BASED COMPENSATION PROGRAMS.**

At December 31, 2021, a total of 20,226,619 shares of unissued common stock were authorized for issuance under our stock-based compensation plans. Additionally, a total of 1,320,803 shares are authorized for issuance under a plan whereby substantially all employees may acquire common stock through payroll deductions at prevailing market prices.

### **STOCK OPTIONS.**

The following table summarizes the status of, and changes in, our stock options during 2021.

	Options	Weighted-average exercise price	Weighted-average remaining contractual term in years
Outstanding at December 31, 2020	4,379,663	\$ 71.67	
Exercised	(1,533,084)	\$ 69.44	
Outstanding at December 31, 2021	2,846,579	\$ 72.87	2.5
Exercisable at December 31, 2021	2,846,579	\$ 72.87	2.5

Compensation and related costs includes a charge for stock option-based compensation expense of \$2.0 million in 2020 and \$5.1 million in 2019. There was no stock option-based compensation expense in 2021.

The total intrinsic value of options exercised was \$177.2 million in 2021, \$198.3 million in 2020, and \$170.9 million in 2019. At December 31, 2021, the aggregate intrinsic value of in-the-money options outstanding was \$352.3 million, all outstanding options are exercisable.

### **EFFECT OF SPECIAL CASH DIVIDEND.**

As a result of the special cash dividend declared by the Board of Directors in June 2021, the anti-dilution provisions of our employee long-term incentive plans and non-employee director plans (collectively, the LTI plans) require an automatic adjustment to neutralize the effect of the special cash dividend. On the special cash dividend's ex-dividend date (June 24, 2021), the number of shares authorized and the number of stock options outstanding and their exercise price were adjusted resulting in an increase of 50,607 stock options outstanding on the ex-dividend date, and no incremental compensation expense. In the table above, the number of options outstanding at December 31, 2020 was updated to reflect this adjustment.

### **RESTRICTED SHARES AND STOCK UNITS.**

The following table summarizes the status of, and changes in, our nonvested restricted shares and restricted stock units during 2021.

	Restricted shares	Restricted stock units	Weighted- average fair value
Nonvested at December 31, 2020	7,412	6,367,059	\$ 116.51
Time-based grants	5,720	1,596,036	\$ 203.87
Performance-based grants	—	66,845	\$ 204.22
Vested (value at vest date was \$426.6 million)	(7,412)	(2,154,853)	\$ 104.05
Nonvested dividend equivalents granted to non-employee directors	—	3,515	\$ 193.49
Forfeited	—	(176,737)	\$ 117.24
Nonvested at December 31, 2021	<u>5,720</u>	<u>5,701,865</u>	\$ 146.87

Nonvested at December 31, 2021 includes performance-based restricted stock units of 346,081. These nonvested performance-based restricted units include 132,686 units for which the performance period has lapsed, and the performance threshold has been met.

Compensation and related costs includes expenses for restricted shares and restricted stock units of \$274.6 million in 2021, \$244.1 million in 2020, and \$201.5 million in 2019.

At December 31, 2021, non-employee directors held 93,530 vested stock units that will convert to common shares upon their separation from the Board.

### **FUTURE STOCK-BASED COMPENSATION EXPENSE.**

The following table presents the compensation expense to be recognized over the remaining vesting periods of the stock-based awards outstanding at December 31, 2021. Estimated future compensation expense will change to reflect future grants, changes in the probability of performance thresholds being met, and adjustments for actual forfeitures.

(in millions)	
First quarter 2022	\$ 67.4
Second quarter 2022	64.6
Third quarter 2022	63.7
Fourth quarter 2022	54.9
Total 2022	250.6
2023 through 2027	232.6
Total	<u>\$ 483.2</u>

**NOTE 14 – EARNINGS PER SHARE CALCULATIONS.**

The following table presents the reconciliation of net income attributable to T. Rowe Price Group to net income allocated to our common stockholders and the weighted-average shares that are used in calculating the basic and diluted earnings per share on our common stock. Weighted-average common shares outstanding assuming dilution reflect the potential dilution, determined using the treasury stock method, that could occur if outstanding stock options were exercised and non-participating stock awards vested.

(in millions)	2021	2020	2019
Net income attributable to T. Rowe Price Group	\$ 3,082.9	\$ 2,372.7	\$ 2,131.3
Less: net income allocated to outstanding restricted stock and stock unit holders	80.5	65.3	55.3
Net income allocated to common stockholders	<u>\$ 3,002.4</u>	<u>\$ 2,307.4</u>	<u>\$ 2,076.0</u>
Weighted-average common shares			
Outstanding	<u>226.6</u>	<u>228.8</u>	<u>235.4</u>
Outstanding assuming dilution	<u>228.8</u>	<u>231.2</u>	<u>238.6</u>

For the past three years, no stock options have been excluded from the calculation of diluted earnings per common share as none of the options' inclusion would be anti-dilutive.

**NOTE 15 – OTHER COMPREHENSIVE INCOME AND ACCUMULATED OTHER COMPREHENSIVE INCOME.**

The following table presents the impact of the components of other comprehensive income or loss on deferred tax benefits (income taxes).

(in millions)	2021	2020	2019
Net deferred tax benefits (income taxes) on:			
Currency translation adjustments	\$ 2.8	\$ (10.3)	\$ .5
Reclassification adjustment recognized upon partial disposition of equity method investment	—	(1.7)	—
Reclassification adjustment recognized in the provision for income taxes upon deconsolidation of T. Rowe Price investment product	.6	.2	—
Total net deferred tax benefits	<u>\$ 3.4</u>	<u>\$ (11.8)</u>	<u>\$ 0.5</u>

The changes in each component of accumulated other comprehensive income (loss), including reclassification are presented below.

(in millions)	Currency translation adjustments			Total
	Equity method investments	Consolidated T. Rowe Price investment products - variable interest entities	Total currency translation adjustments	
Balances at December 31, 2018	\$ (48.8)	\$ 6.8	\$ (42.0)	\$ (42.0)
Other comprehensive income (loss) before reclassifications and income taxes	2.4	(3.8)	(1.4)	(1.4)
Reclassification adjustments recognized in non-operating income	—	(.1)	(.1)	(.1)
Net deferred tax benefits (income taxes)	2.4	(3.9)	(1.5)	(1.5)
Other comprehensive income (loss)	(.5)	1.0	.5	.5
Balances at December 31, 2019	(46.9)	3.9	(43.0)	(43.0)
Other comprehensive income (loss) before reclassifications and income taxes	2.1	22.9	25.0	25.0
Reclassification adjustments recognized in non-operating income	7.5	(.7)	6.8	6.8
Net deferred tax benefits (income taxes)	9.6	22.2	31.8	31.8
Other comprehensive income (loss)	(6.3)	(5.5)	(11.8)	(11.8)
Balances at December 31, 2020	(43.6)	20.6	(23.0)	(23.0)
Other comprehensive income before reclassifications and income taxes	7.0	(11.5)	(4.5)	(4.5)
Reclassification adjustments recognized in non-operating income	—	(2.4)	(2.4)	(2.4)
Net deferred tax benefits (income taxes)	7.0	(13.9)	(6.9)	(6.9)
Other comprehensive income (loss)	(.1)	3.5	3.4	3.4
Balances at December 31, 2021	\$ (36.7)	\$ 10.2	\$ (26.5)	\$ (26.5)

The other comprehensive income (loss) in the table above excludes \$(26.2) million in 2021, \$34.9 million in 2020, and \$0.4 million in 2019 of other comprehensive income (loss) related to redeemable non-controlling interests held in our consolidated products.

#### **NOTE 16 – COMMITMENTS AND CONTINGENCIES.**

##### **COMMITMENTS.**

T. Rowe Price has committed \$500 million to fund OHA products over the next five years.

##### **CONTINGENCIES.**

On February 14, 2017, T. Rowe Price Group, Inc., T. Rowe Price Associates, Inc., T. Rowe Price Trust Company, current and former members of the management committee, and trustees of the T. Rowe Price U.S. Retirement Program were named as defendants in a lawsuit filed in the United States District Court for the District of Maryland. The lawsuit alleges breaches of ERISA's fiduciary duty and prohibited transaction provisions on behalf of a class of all participants and beneficiaries of the T. Rowe Price 401(k) Plan from February 14, 2011, to the time of judgment. The matter has been certified as a class action. The parties reached a settlement agreement, which was presented to the court for preliminary approval on January 7, 2022. The proposed settlement would not be material to T. Rowe Price Group, Inc.

In addition to the matter discussed above, various claims against us arise in the ordinary course of business, including employment-related claims. In the opinion of management, after consultation with counsel, the likelihood of an adverse determination in one or more of these pending ordinary course of business claims that would have a material adverse effect on our financial position or results of operations is remote.

**NOTE 17 – OTHER DISCLOSURES.**

**RETIREMENT PLANS.**

Compensation and related costs includes expense recognized for our defined contribution retirement plans of \$124.2 million in 2021, \$117.0 million in 2020, and \$104.6 million in 2019.

**SUPPLEMENTAL SAVINGS PLAN.**

Through the 2020 plan year, the Supplemental Savings Plan provides certain senior officers the opportunity to defer receipt of up to 100% of their cash incentive compensation earned for a respective calendar year during which services are provided. The amounts deferred are adjusted in accordance with the hypothetical investments chosen by the officer from a list of mutual funds. Beginning with the plan's 2021 year, the maximum that certain senior officers can defer will be the lesser of 50% of their annual cash incentive earned or \$2 million. Additionally, the officers can now defer amounts for a minimum of five years rather than the two years prior to the plan's 2021 year. Previous to the 2021 plan year, the officer could initially defer these amounts for a period of two to 15 years. Certain senior officers elected to defer \$63.5 million in 2021, \$105.8 million in 2020, and \$107.5 million in 2019

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors  
T. Rowe Price Group, Inc.:

### *Opinion on the Consolidated Financial Statements*

We have audited the accompanying consolidated balance sheets of T. Rowe Price Group, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 24, 2022, expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

### *Basis for Opinion*

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

### *Critical Audit Matters*

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that:

(1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

### *Evaluation of the completeness and accuracy of assets under management data used in the calculation of investment advisory fees revenue*

As discussed in Note 1 to the consolidated financial statements, the Company recognizes fees for its investment advisory agreements based on a percentage of its assets under management (AUM). AUM data represents a significant input to the calculation of investment advisory fees. The Company recognized \$4.4 billion in investment advisory fees related to T. Rowe Price U.S. mutual funds (Funds) during the year ended December 31, 2021.

We identified the evaluation of the completeness and accuracy of AUM data for the Funds as a critical audit matter as AUM data is transmitted through multiple information technology (IT) systems used in the calculation of investment advisory fee revenue. Given the Company's use of multiple IT systems, the nature and extent of audit effort involved in performing procedures to evaluate the completeness and accuracy of AUM data required the use of IT professionals with specialized skills and knowledge.

The following are the primary procedures we performed to address the critical audit matter. We evaluated the design and tested the operational effectiveness of certain internal controls over the Company's revenue processes, including manual controls over the completeness and accuracy of AUM data. We involved IT professionals with specialized skills and knowledge, who assisted in the testing of general IT controls and the interface of data between multiple IT systems used to maintain AUM data. To assess the AUM data, we (1) compared AUM used in the calculation of a sample of investment advisory fees to the source IT systems, and (2) for a selection of Funds, compared AUM on select dates from the source IT system to the audited Fund financial statements.

*Purchase price allocation for Oak Hill Advisors, L.P. and certain related entities*

As discussed in Note 2 to the consolidated financial statements, the Company completed its acquisition of Oak Hill Advisors, L.P. on December 29, 2021. The Company accounted for this transaction as a business combination. The transaction resulted in management recording \$778.7 million of investment advisory agreement intangibles and \$609.8 million of equity method investments in affiliated private investment funds with capital allocation-based income arrangements (certain acquired assets). Fair values of these certain acquired assets at the transaction date are based on the net present value of estimated future cash flows attributable to those assets, which include assumptions as of the acquisition date about the discount rates and assets under management (AUM) data.

We have identified the evaluation of the purchase price allocation to these certain acquired assets as a critical audit matter. Subjective auditor judgement was required to determine the extent of audit evidence over the existence and valuation of AUM data. Additionally, specialized skills and knowledge were required to evaluate management's discount rates used to estimate the fair value of these certain acquired assets.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls over the Company's accounting for the acquisition, including controls over the existence and valuation of AUM data and the determination of the discount rates. We evaluated the existence and valuation of AUM data at the acquisition date by confirming certain underlying investment positions with third parties and independently pricing those securities. We also involved valuation professionals with specialized skills and knowledge to assist in evaluating the appropriateness of management's assumptions about the discount rates by testing the inputs used by management.

/s/ KPMG LLP

We have served as the Company's auditor since 2001.

Baltimore, Maryland  
February 24, 2022

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.**

None.

**Item 9A. Controls and Procedures.**

Our management, including our principal executive and principal financial officers, has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2021. Based on that evaluation, our principal executive and principal financial officers have concluded that our disclosure controls and procedures as of December 31, 2021, are effective at the reasonable assurance level to ensure that the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, including our Form 10-K annual report, is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

On December 29, 2021, T. Rowe Price Group, Inc. completed its acquisition of Oak Hill Advisors, L.P., (OHA) and certain other entities that had common ownership that was accounted for as a business combination. Consistent with guidance issued by the Securities and Exchange Commission that an assessment of a recently acquired business may be omitted from management's report on internal control over financial reporting in the year of acquisition, management excluded an assessment of the effectiveness of the Company's internal control over financial reporting related to OHA. Total assets of OHA that were excluded from management's assessment constitute 6% of the Company's consolidated total assets as of December 31, 2021. Management's basis for exclusion included the complexity of the acquired business, the timing between acquisition and fiscal year end, and expected integration plans during the fiscal year ending December 31, 2022.

Our management, including our principal executive and principal financial officers, has evaluated any change in our internal control over financial reporting that occurred during the fourth quarter of 2021, and has concluded that there was no change during the fourth quarter of 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Management's report on our internal control over financial reporting and the attestation report of KPMG LLP follow after Item 9B.

**Item 9B. Other Information.**

None.

**Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.**

Not applicable.

## REPORT OF MANAGEMENT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

To the Stockholders of T. Rowe Price Group, Inc.:

We, together with other members of management of T. Rowe Price Group, Inc., (the Company) are responsible for establishing and maintaining adequate internal control over the Company's financial reporting. Internal control over financial reporting is the process designed under our supervision, and effected by the Company's Board of Directors, management, and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of the Company's financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

There are inherent limitations in the effectiveness of internal control over financial reporting, including the possibility that misstatements may not be prevented or detected. Accordingly, even effective internal controls over financial reporting can provide only reasonable assurance with respect to financial statement preparation. Furthermore, the effectiveness of internal controls can change with circumstances.

On December 29, 2021, T. Rowe Price Group, Inc. completed its acquisition of Oak Hill Advisors, L.P., (OHA) and certain other entities that had common ownership that was accounted for as a business combination. Consistent with guidance issued by the Securities and Exchange Commission that an assessment of a recently acquired business may be omitted from management's report on internal control over financial reporting in the year of acquisition, management excluded an assessment of the effectiveness of the Company's internal control over financial reporting related to OHA. Total assets of OHA that were excluded from management's assessment constitute 6% of the Company's consolidated total assets as of December 31, 2021. Management's basis for exclusion included the complexity of the acquired business, the timing between acquisition and fiscal year end, and expected integration plans during the fiscal year ending December 31, 2022.

Management has evaluated the effectiveness of internal control over financial reporting as of December 31, 2021, in relation to criteria described in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Based on management's assessment, we believe that the Company's internal control over financial reporting was effective as of December 31, 2021.

KPMG LLP, an independent registered public accounting firm, has audited our financial statements that are included in this annual report and expressed an unqualified opinion thereon. KPMG has also expressed an unqualified opinion on the effective operation of our internal control over financial reporting as of December 31, 2021.

February 24, 2022

/s/ Robert W. Sharps  
Chief Executive Officer and President

/s/ Jennifer B. Dardis  
Vice President, Chief Financial Officer and Treasurer

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors  
T. Rowe Price Group, Inc.:

### *Opinion on Internal Control Over Financial Reporting*

We have audited T. Rowe Price Group, Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2021 and December 31, 2020, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2021, and the related notes (collectively, the consolidated financial statements), and our report dated February 24, 2022 expressed an unqualified opinion on those consolidated financial statements.

The Company acquired Oak Hill Advisors, L.P. during 2021, and management excluded from its assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2021, Oak Hill Advisors, L.P.'s internal control over financial reporting associated with 6% of total assets and 0% of total revenues included in the consolidated financial statements of the Company as of and for the year ended December 31, 2021. Our audit of internal control over financial reporting of the Company also excluded an evaluation of the internal control over financial reporting of Oak Hill Advisors, L.P.

### *Basis for Opinion*

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### *Definition and Limitations of Internal Control Over Financial Reporting*

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Baltimore, Maryland  
February 24, 2022

### PART III

#### **Item 10. Directors, Executive Officers and Corporate Governance.**

Information required by this item as to the identification of our executive officers is furnished in a separate item at the end of Part I of this Report. Other information required by this item is incorporated by reference from the definitive proxy statement required to be filed pursuant to Regulation 14A not later than 120 days after December 31, 2021 for the 2022 Annual Meeting of our stockholders.

#### **Item 11. Executive Compensation.**

Information required by this item is incorporated by reference from the definitive proxy statement required to be filed pursuant to Regulation 14A not later than 120 days after December 31, 2021 for the 2022 Annual Meeting of our stockholders.

#### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.**

Information required by this item is incorporated by reference from the definitive proxy statement required to be filed pursuant to Regulation 14A not later than 120 days after December 31, 2021 for the 2022 Annual Meeting of our stockholders.

#### **Item 13. Certain Relationships and Related Transactions, and Director Independence.**

Information required by this item is incorporated by reference from the definitive proxy statement required to be filed pursuant to Regulation 14A not later than 120 days after December 31, 2021 for the 2022 Annual Meeting of our stockholders.

#### **Item 14. Principal Accountant Fees and Services.**

Information required by this item is incorporated by reference from the definitive proxy statement required to be filed pursuant to Regulation 14A not later than 120 days after December 31, 2021 for the 2022 Annual Meeting of our stockholders.

### PART IV

#### **Item 15. Exhibits, Financial Statement Schedules.**

The following documents are filed as part of this report.

- (1) Financial Statements: See Item 8 of Part II of this report.
- (2) Financial Statement Schedules: None.
- (3) The following exhibits required by Item 601 of Regulation S-K are filed herewith, except for Exhibit 32 that is furnished herewith. Management contracts and compensatory plans and arrangements are identified with an asterisk (\*).
  - 3(i) Charter of T. Rowe Price Group, Inc., as reflected by Articles of Restatement dated June 20, 2018. (Incorporated by reference from Form 10-Q Quarterly Report filed on July 25, 2018.)
  - 3.1 Amended and Restated By-Laws of T. Rowe Price Group, Inc., as of February 9, 2021. (Incorporated by reference from Form 10-K Annual Report filed on February 11, 2021.)
  - 4.1 Description of Capital Stock (Incorporated by reference from Form 10-K Annual Report filed on February 13, 2020.)
  - 10.01.1 Representative Investment Management Agreement for the T. Rowe Price mutual funds that pay a management fee consisting of two components - a group management fee and individual management fee. (Incorporated by reference from Form 485BPOS filed on July 27, 2017.)

- 10.01.2 Representative Investment Management Agreement for the T. Rowe Price mutual funds that pay an individual management fee. (Incorporated by reference from Form 485BPOS filed on August 13, 2015.)
- 10.01.3 Representative Investment Management Agreement for the T. Rowe Price mutual funds that pay an all-inclusive fee (i.e., a single fee that covers investment management and ordinary recurring operating expenses). (Incorporated by reference from Form 485BPOS filed on April 23, 2014.)
- 10.02 Representative Underwriting Agreement between a T. Rowe Price mutual fund and T. Rowe Price Investment Services, Inc. (Incorporated by reference from Form N-1A/A filed on August 30, 2017.)
- 10.03 Transfer Agency and Service Agreement as of January 1, 2018, between T. Rowe Price Services, Inc. and the T. Rowe Price Funds. (Incorporated by reference from Form 485BPOS filed on April 26, 2018.)
- 10.04 Agreement as of January 1, 2018, between T. Rowe Price Retirement Plan Services, Inc. and certain of the T. Rowe Price Funds. (Incorporated by reference from Form 485BPOS filed on April 26, 2018.)
- 10.05 Fund Accounting Services Agreement as of August 1, 2015 between T. Rowe Price Associates, Inc. and the T. Rowe Price Funds. (Incorporated by reference from Form 485BPOS filed on April 26, 2018.)
- 10.08 \* Statements of additional terms and conditions for awards granted under the Amended and Restated 2007 Non-Employee Director Equity Plans after February 12, 2009. (Incorporated by reference from Form 10-Q for the quarterly period ended March 31, 2009 filed on April 22, 2009.)
- 10.08.1 \* Amended and Restated 2007 Non-Employee Director Equity Plan. (Incorporated by reference from Form 10-K Annual Report for fiscal year ended December 31, 2015 filed on February 5, 2016.)
- 10.10 \* T. Rowe Price Group, Inc. Outside Directors Deferred Compensation Plan. (Incorporated by reference from Form 10-K for 2004 filed on March 1, 2005.)
- 10.11.1 \* 2004 Stock Incentive Plan. (Incorporated by reference from Form DEF 14A filed on February 27, 2004.)
- 10.11.2 \* HM Revenue and Customs Approved Sub-Plan for UK Employees under the 2004 Stock Incentive Plan. (Incorporated by reference from Form 10-Q for the quarterly period ended June 30, 2010 filed on July 23, 2010.)
- 10.11.3 \* First Amendment to 2004 Stock Incentive Plan dated December 12, 2008. (Incorporated by reference from Form 10-Q for the quarterly period ended March 31, 2009 filed on April 22, 2009.)
- 10.12 \* Forms of agreements available for stock-based awards issued under the 2001 and 2004 Stock Incentive Plans. (Incorporated by reference from Form 10-Q for the quarterly period ended June 30, 2010 filed on July 23, 2010.)
- 10.12.1 \* Forms of agreement for stock options issued under the HM Revenue and Customs Approved Sub-Plan for UK Employees under the 2004 Stock Incentive Plan. (Incorporated by reference from Form 10-Q for the quarterly period ended June 30, 2010 filed on July 23, 2010.)
- 10.12.2 \* Forms of agreement for stock options issued after February 2, 2012 under the 2004 Stock Incentive Plan. (Incorporated by reference from Form 10-K for 2011 filed on February 3, 2012.)
- 10.12.3 \* Forms of agreement for restricted stock units issued after February 2, 2012 under the 2004 Stock Incentive Plan. (Incorporated by reference from Form 10-K for 2011 filed on February 3, 2012.)
- 10.12.4 \* Forms of agreement for restricted stock awards issued after February 2, 2012 under the 2004 Stock Incentive Plan. (Incorporated by reference from Form 10-K for 2011 filed on February 3, 2012.)
- 10.13 \* Policy for Recoupment of Incentive Compensation. (Incorporated by reference from Form 8-K Current Report as of April 14, 2010 filed on April 16, 2010.)

- 10.14 \* 2012 Long-term Incentive Plan. (Incorporated by reference from Form DEF14A filed on March 17, 2017)
- 10.15.1 \* Forms of agreement for restricted stock awards issued under the 2012 Long-term Incentive Plan. (Incorporated by reference from Form 10-Q Report for the quarterly period ended June 30, 2012 filed on July 25, 2012.)
- 10.15.2 \* Forms of agreement for restricted stock units issued under the 2012 Long-term Incentive Plan. (Incorporated by reference from Form 10-Q Report for the quarterly period ended June 30, 2012 filed on July 25, 2012.)
- 10.15.3 \* Forms of agreement of stock options issued under the 2012 Long-term Incentive Plan. (Incorporated by reference from Form 10-Q Report for the quarterly period ended June 30, 2012 filed on July 25, 2012.)
- 10.15.4 \* HM Revenue and Customs Approved Sub-Plan for UK Employees under the 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 10-Q for the quarterly period ended March 31, 2013 filed on April 24, 2013.)
- 10.15.5 \* Forms of Agreement for Stock Options issued under the HM Revenue and Customs Approved Sub-Plan for UK Employees under the 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 10-Q for the quarterly period ended March 31, 2013 filed on April 24, 2013.)
- 10.15.6 \* Form of Statement of Additional Terms Regarding Awards of Restricted Stock Units (Version 3A) issued on or after December 6, 2017 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 8-K Current Report filed on December 12, 2017.)
- 10.15.7 \* Form of Statement of Additional Terms Regarding Awards of Restricted Stock Units (Version 3B) issued on or after December 6, 2017 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 8-K Current Report filed on December 12, 2017.)
- 10.15.8 \* Form of Statement of Additional Terms Regarding Awards of Stock Options (Version 3A) issued on or after December 6, 2017 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 8-K Current Report filed on December 12, 2017.)
- 10.15.9 \* Form of Statement of Additional Terms Regarding Awards of Stock Options (Version 3B) issued on or after December 6, 2017 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 8-K Current Report filed on December 12, 2017.)
- 10.15.10 \* Form of Notice of Grant of Restricted Stock Units Award issued on or after December 6, 2017 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 8-K Current Report filed on December 12, 2017.)
- 10.15.11 \* Form of Statement of Additional Terms Regarding Awards of Restricted Stock Units (Version 4A) issued on or after December 9, 2018 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 10-Q for the quarterly period ended September 30, 2018 filed on October 25, 2018.)
- 10.15.12 \* Form of Statement of Additional Terms Regarding Awards of Restricted Stock Units (Version 4B) issued on or after December 9, 2018 under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan. (Incorporated by reference from Form 10-Q for the quarterly period ended September 30, 2018 filed on October 25, 2018.)
- 10.15.13 \* Form of Notice of Grant of Restricted Stock Units Award issued under the T. Rowe Price Group, Inc. 2012 Long-Term Incentive Plan (Incorporated by reference from Form 10-K Annual Report filed on February 13, 2020.)
- 10.15.14 \* Supplemental Savings Plan (Incorporated by reference from Form S-8 registration statement filed on October 23, 2014.)
- 10.16 \* Supplemental Savings Plan - Schedule 1 - Sponsoring Employers (Incorporated by reference from Form S-8 registration statement filed on October 23, 2014.)
- 10.16.1 \* Supplemental Savings Plan - Schedule 2 - UK Addendum (Incorporated by reference from Form S-8 registration statement filed on October 23, 2014.)
- 10.16.2 \* Supplemental Savings Plan - Schedule 3 - Sweden Addendum (Incorporated by reference from Form S-8 registration statement filed on July 27, 2016.)

10.16.3	*	Supplemental Savings Plan - Schedule 4 - Luxembourg Addendum (Incorporated by reference from Form S-8 registration statement filed on July 27, 2016.)
10.17	*	2017 Non-Employee Director Equity Plan, as amended (Incorporated by reference from Form 10-K Annual Report filed on February 13, 2020.)
10.18	*	Statements of additional terms and conditions for awards granted under the 2017 Non-Employee Director Equity Plan (Incorporated by reference from Form S-8 registration statement filed on April 27, 2017.)
10.19.1	*	T. Rowe Price Group, Inc. 2019 Annual Incentive Compensation Plan for Executive Officers. (Incorporated by reference from Form 8-K Current Report filed on February 13, 2019).
10.20	*	2020 Long-Term Incentive Plan (Incorporated by reference from Registration Statement on Form S-8 filed on May 15, 2020).
10.21.1	*	Form of Notice of Grant of Restricted Stock Units Award issued under the T. Rowe Price Group, Inc. 2020 Long-Term Incentive Plan. (Incorporated by reference from Form 10-K filed on February 11, 2021.)
10.21.2	*	Form of Notice of Grant of Restricted Stock Units Award (with supplemental vesting) issued under the T. Rowe Price Group, Inc. 2020 Long-Term Incentive Plan. (Incorporated by reference from Form 10-K filed on February 11, 2021.)
10.22.1	*	Form of Notice of Grant of Performance-Based Restricted Stock Units Award issued under the T. Rowe Price Group, Inc. 2020 Long-Term Incentive Plan. (Incorporated by reference from Form 10-K filed on February 11, 2021.)
10.22.2	*	Form of Notice of Grant of Performance-Based Restricted Stock Units Award (with supplemental vesting) issued under the T. Rowe Price Group, Inc. 2020 Long-Term Incentive Plan. (Incorporated by reference from Form 10-K filed on February 11, 2021.)
10.23		Transaction Agreement dated October 28, 2021, between T. Rowe Price Group, Inc., Oak Hill Advisors, L.P., and the holders of equity interests in OHA.
10.24	*	Employment Agreement as of October 28, 2021, between T. Rowe Price Group, Inc. and Glenn R. August.
10.25.1		Form of Lock Up Agreement as of October 28, 2021, between T. Rowe Price Group, Inc. and each of Glenn R. August, William H. Bohnsack, Jr., Adam B. Kertzner and Alan Schragar.
10.25.2		Form of Lock Up Agreement as of October 28, 2021, between T. Rowe Price Group, Inc. and the other holders of equity interests in OHA.
10.26	*	Value Creation Agreement as of December 29, 2021 between T. Rowe Price Group, Inc. and each of Glenn R. August, William H. Bohnsack, Jr., Adam B. Kertzner and Alan Schragar.
10.27		T. Rowe Price, Inc. 1986 Employee Stock Purchase Plan, Restated as of April 26, 2017, as amended.
10.28	*	Employment Agreement as of December 31, 2020, between T. Rowe Price International Limited and Justin Thomson.
10.29	*	Summary of OHA Compensation Program
21		Subsidiaries of T. Rowe Price Group, Inc.
23		Consent of Independent Registered Public Accounting Firm, KPMG LLP.
31(i).1		Rule 13a-14(a) Certification of Principal Executive Officer.
31(i).2		Rule 13a-14(a) Certification of Principal Financial Officer.
32		Section 1350 Certifications.
101		The following series of unaudited XBRL-formatted documents are collectively included herewith as Exhibit 101. The financial information is extracted from T. Rowe Price Group's consolidated financial statements and notes that are included in this Form 10-K Report.
101.INS		XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH		XBRL Taxonomy Extension Schema Document

101.CAL	XBRL Taxonomy Calculation Linkbase Document
101.LAB	XBRL Taxonomy Label Linkbase Document
101.PRE	XBRL Taxonomy Presentation Linkbase Document
101.DEF	XBRL Taxonomy Definition Linkbase Document

**Item 16. Form 10-K Summary.**

None.

## SIGNATURES

Pursuant to the requirements of Section 13 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, on February 24, 2022.

T. Rowe Price Group, Inc.

By: /s/ Robert W. Sharps, Chief Executive Officer and President (Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on February 24, 2022.

/s/ William J. Stromberg, Chairman of the Board of Directors

/s/ Robert W. Sharps, Chief Executive Officer, President, and Director (Principal Executive Officer)

/s/ Glenn R. August, Director

/s/ Mark S. Bartlett, Director

/s/ Mary K. Bush, Director

/s/ Dina Dublon, Director

/s/ Freeman A. Hrabowski III, Director

/s/ Robert F. MacLellan, Director

/s/ Eileen P. Rominger, Director

/s/ Olympia J. Snowe, Director

/s/ Robert J. Stevens, Director

/s/ Richard R. Verma, Director

/s/ Sandra S. Wijnberg, Director

/s/ Alan D. Wilson, Director

/s/ Jennifer B. Dardis, Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer)

/s/ Jessica M. Hiebler, Vice President (Principal Accounting Officer)

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TRANSACTION AGREEMENT  
by and among  
T. ROWE PRICE GROUP, INC.  
T. ROWE PRICE ASSOCIATES, INC.  
OMEGA MERGER SUB 1, INC.  
OMEGA MERGER SUB 2, INC.  
OMEGA MERGER SUB 3, LLC  
OAK HILL ADVISORS, L.P.  
OAK HILL ADVISORS GENPAR, L.P.  
HOLDCOS, AS DEFINED HEREIN  
THE SPVS, AS DEFINED HEREIN  
THE CO-INVESTMENT ENTITIES, AS DEFINED HEREIN  
OHA GENPAR PRINCIPAL INVESTORS, L.P.  
THE GENERAL PARTNER SELLERS, AS DEFINED HEREIN  
THE MINORITY SELLERS, AS DEFINED HEREIN  
THE OHA GENPAR PRINCIPAL INVESTORS SELLERS, AS DEFINED HEREIN  
THE SPV SELLERS, AS DEFINED HEREIN  
THE CO-INVESTMENT SELLERS, AS DEFINED HEREIN  
THE HOLDCO SELLERS, AS DEFINED HEREIN  
AND  
THE SELLER REPRESENTATIVE, AS DEFINED HEREIN

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Dated as of October 28, 2021

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## **TRANSACTION AGREEMENT**

This TRANSACTION AGREEMENT, dated as of October 28, 2021, is by and among (i) T. Rowe Price Group, Inc., a Maryland corporation ("Buyer 1"), (ii) T. Rowe Price Associates, Inc., a Maryland corporation ("Buyer 2") and, together with Buyer 1, the "Buyers", (iii) Omega Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer 1 ("Merger Sub 1"), (iv) Omega Merger Sub 2, Inc., a Delaware corporation and a wholly owned subsidiary of Buyer 1 ("Merger Sub 2"), (v) Omega Merger Sub 3, LLC, a Delaware limited liability company and a wholly owned subsidiary of Buyer 1 ("Merger Sub 3," together with Merger Sub 1 and Merger Sub 2, the "Merger Subs"), (vi) Oak Hill Advisors, L.P., a Delaware limited partnership (the "Partnership"), (vii) Oak Hill Advisors GenPar, L.P., a Delaware limited partnership and the general partner of the Partnership (the "General Partner"), (viii) (A) OHA Global GenPar, LLC, a Delaware limited liability company ("OHA Global GenPar"), (B) OHA Global PE GenPar, LLC, a Delaware limited liability company ("OHA Global PE GenPar"), (C) OHA Centre Street GenPar, LLC, a Delaware limited liability company

<sup>1</sup> Note to Draft: To be marked "To come" at signing.

<sup>2</sup> Note to Draft: To be marked "To come" at signing.

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("OHA Centre Street"), (D) OHA European Strategic Credit GenPar, LLC, a Delaware limited liability company ("OHA ESC"), (E) OHA Global MGP, LLC, a Delaware limited liability company ("OHA Global MGP"), (F) OHA Global PE MGP, LLC, a Delaware limited liability company ("OHA Global PE MGP"), (G) OHA Centre Street MGP, LLC, a Delaware limited liability company ("OHA Centre Street MGP"), and (H) OHA European Strategic Credit MGP, LLC, a Delaware limited liability company ("OHA ESC MGP"; (A) – (H), collectively, the "SPVs"; (vi) – (viii) and (xvi) collectively, the "Companies" and each of them, a "Company"; (ix) (A) OHA Centre Street LimPar, LLC, a Delaware limited liability company ("OHA Centre Street LimPar"), and (B) OHA Partner Global Co-Investment II, LLC, a Delaware limited liability company ("OHA Partner Global Co-Investment II," and, together with OHA Centre Street LimPar, the "Co-Investment Entities," and each of them, a "Co-Investment Entity"), (x) Oak Hill Advisors MGP, Inc., a Delaware corporation ("MGP"), (xi) WHB, Inc., a Delaware corporation ("WHB Inc" and together with MGP, the "Merged Holdcos"), (xii) WSI OHA LLC, a Delaware limited liability company ("WSI"), (xiii) RBO, Inc., a Delaware corporation ("Holdco 3"), (xiv) CSW, Inc., a Delaware corporation ("Holdco 4") ((x) – (xiv) collectively, the "Holdcos," and each of them, a "Holdco" and the Holdcos other than the Merged Holdcos, the "Sold Holdcos"), (xv) OHA GenPar Principal Investors, L.P., a Delaware limited partnership ("OHA GenPar Principal Investors"), (xvi) such Persons acting as sellers of the General Partner and listed on Annex A-4 ("General Partner Sellers"), (xvii) WSI OHA (S) LLC, a Delaware limited liability company ("WSI (S)"), (xviii) FW Credit Partners, L.P., a Delaware limited partnership ("FW"), (xix) such other Persons acting as sellers of the Partnership and listed on Annex A-4 (collectively with FW and WSI (S), the "Minority Sellers"), (xx) such Persons acting as sellers of SPVs and listed on Schedule 1(a) ("SPV Sellers"), (xxi) such Persons acting as sellers of Co-Investment Entities and listed on Schedule 1(b) ("Co-Investment Sellers"), (xxii) WSI II Master Fund LP ("Wafra Holdco Seller"), (xxiii) such Persons acting as sellers of MGP and listed on Annex A-5 ("Holdco 1 Sellers"), (xxiv) such Persons acting as sellers of WHB Inc and listed on Annex A-5 ("Holdco 2 Sellers" and together with Holdco 1 Sellers, the "Merged Holdco Sellers"), (xxv) such Persons acting as sellers of Holdco 3 and listed on Annex A-5 ("Holdco 3 Sellers"), (xxvi) such Persons acting as sellers of Holdco 4 and listed on Annex A-5 ("Holdco 4 Sellers"), ((xxii) – (xxvi), collectively, "Holdco Sellers" and the Holdco Sellers other than the Merged Holdco Sellers, the "Sold Holdco Sellers"), (xxvii) such Persons acting as sellers of the OHA GenPar Principal Investors and listed on Annex A-4 ("OHA GenPar Principal Investors Sellers"); (xv) – (xxvii) collectively, the "Sellers"; (xv) – (xxvii) collectively, the "Sellers"), and (xxx) OHA Global Director, LLC, solely in its capacity as the representative of the Sellers (the "Seller Representative"). Certain capitalized terms used herein have the meanings given to them in Article I below.

W I T N E S S E T H:

*Investment Manager Ownership and Sale*

WHEREAS, at least one (1) Business Day prior to the Closing, the direct and indirect equityholders of the Companies intend to effect the transactions set forth on Exhibit A attached hereto contemplated to take place prior to the Closing (the "Pre-Closing Restructuring"):

*Investment Manager Ownership and Sale*

WHEREAS, following the Pre-Closing Restructuring, the Sellers will own interests in the Partnership or the Holdcos, the General Partner or OHA GenPar Principal Investors, which directly or indirectly will hold interests in the Partnership, to be sold

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(whether by acquisition or, in the case of MGP and WHB Inc, merger) pursuant to this Agreement:

- (i) each General Partner Seller will own those equity interests in the General Partner set forth on Annex A-4 hereto (the “Purchased General Partner Interests”), and constituting all of the interests it owns in the Partnership;
- (ii) each Minority Seller will own those equity interests in the Partnership set forth opposite its name on Annex A-4 hereto (the “Purchased Partnership Minority Interests”);
- (iii) each OHA GenPar Principal Investors Seller will own those equity interests in OHA GenPar Principal Investors set forth opposite its name on Annex A-4 hereto (the “Purchased OHA GenPar Principal Investor Interests”);
- (iv) each of the Sold Holdco Sellers owns those the equity interests of the applicable Sold Holdco set forth opposite its name on Annex A-5 hereto (collectively, the “Purchased Holdco Interests”);
- (v) Holdco 1 Sellers owns 100% of the issued and outstanding shares of common stock, par value \$0.01 per share, of MGP (the “MGP Shares”); and
- (vi) Holdco 2 Sellers owns 100% of the issued and outstanding shares of common stock, par value \$0.01 per share, of WHB Inc (the “WHB Shares” and together with the MGP Shares and the Purchased Holdco Interests, the “Acquired Holdco Interests”);

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, at the Closing:

- (i) General Partner Sellers desire to sell, transfer and assign to Buyer 2, and Buyer 2 desires to purchase and acquire from General Partner Sellers, all of the Purchased General Partner Interests, and constituting all of the interests they own in the Partnership, for the consideration therefor payable at the Closing and as otherwise set forth herein;
- (ii) Minority Sellers desire to sell, transfer and assign to Buyer 2, and Buyer 2 desires to purchase and acquire from Minority Sellers, all of the Purchased Partnership Minority Interests held by Minority Sellers, for the consideration therefor payable at the Closing and as otherwise set forth herein;
- (iii) OHA GenPar Principal Investors Sellers desire to sell, transfer and assign to Buyer 2, and Buyer 2 desires to purchase and acquire from OHA GenPar Principal Investors Sellers, all of the Purchased OHA GenPar Principal Investors Minority Interests held by OHA GenPar Principal Investors Sellers, for the consideration therefor payable at the Closing and as otherwise set forth herein; and
- (iv) Sold Holdco Sellers desire to sell, transfer and assign to Buyer 2, and Buyer 2 desires to purchase and acquire from such Sold Holdco Sellers, all of the Purchased Holdco Interests held by Sold Holdco Sellers, for the

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consideration therefor payable at the Closing and as otherwise set forth herein;

Mergers

WHEREAS, the respective boards of managers or directors of MGP, WHB Inc, Buyer 1, Merger Sub 1, Merger Sub 2 and Merger Sub 3 have each approved and declared advisable (i) the merger of Merger Sub 1 with and into MGP ("Merger 1A"), with MGP continuing as the surviving corporation in Merger 1A, upon the terms and subject to the conditions of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL"), (ii) the merger of Merger Sub 2 with and into WHB Inc ("Merger 1B," together with Merger 1A, the "First Step Mergers"), with WHB Inc continuing as the surviving corporation in Merger 1B, upon the terms and subject to the conditions of this Agreement and in accordance with the DGCL, (iii) the merger of MGP Surviving Corporation and WHB Surviving Corporation with and into Merger Sub 3 ("Merger 2" and, together with the First Step Mergers, the "Mergers"), with Merger Sub 3 as the surviving company in Merger 2, upon the terms and subject to the conditions of this Agreement and in accordance with the DGCL and DLLCA, and (iv) the other transactions contemplated by this Agreement;

WHEREAS, Buyer 1, in its capacity as the sole shareholder of Merger Sub 1, has authorized the entry by Merger Sub 1 into this Agreement and the performance by Merger Sub 1 of this Agreement and the transactions contemplated hereby, and has approved this Agreement and the Merger, such approval constituting the required approval of the Merger by the sole shareholder of Merger Sub 1 under the applicable provisions of the DGCL and the certificate of incorporation and bylaws of Merger Sub 1;

WHEREAS, Buyer 1, in its capacity as the sole shareholder of Merger Sub 2, has authorized the entry by Merger Sub 2 into this Agreement and the performance by Merger Sub 2 of this Agreement and the transactions contemplated hereby, and has approved this Agreement and the Merger, such approval constituting the required approval of the Merger by the sole shareholder of Merger Sub 2 under the applicable provisions of the DGCL and the certificate of incorporation and bylaws of Merger Sub 2;

WHEREAS, Buyer 1, in its capacity as the sole member of Merger Sub 3, has authorized the entry by Merger Sub 3 into this Agreement and the performance by Merger Sub 3 of this Agreement and the transactions contemplated hereby, and has approved this Agreement and the Merger, such approval constituting the required approval of the Merger by the sole member of Merger Sub 3 under the applicable provisions of the DLLCA and the certificate of formation and limited liability company agreement of Merger Sub 3;

WHEREAS, promptly following the execution and delivery of this Agreement, each of the Merged Holdcos will obtain and deliver to Buyer 1 a true, correct and complete copy of an irrevocable written consent of the stockholders of such Merged Holdco who collectively own a majority of the voting power of the outstanding shares of such Merged Holdco adopting this Agreement and approving and consenting to the applicable Merger and the consummation of the transactions with respect to such Merged Holdco contemplated hereby (each a "Written Consent"), in accordance with the DGCL (as defined below), such Merged Holdco's certificate of incorporation and such Merged Holdco's bylaws;

WHEREAS, the Parties to this Agreement intend that, for U.S. federal income tax purposes (i) the Mergers will each qualify as a "reorganization" within the meaning of

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Section 368(a) of the Code and the regulations promulgated thereunder, (ii) the applicable Holdco Seller and Buyer 1 will each be a party to the applicable reorganization within the meaning of Section 368(b) of the Code and (iii) this Agreement will constitute a “plan of reorganization” within the meaning of the Code (the treatment described in clauses (i) through (iii) being, collectively, the “Intended Merger Tax Treatment”);

#### SPV Ownership and Sale

WHEREAS, following the Pre-Closing Restructuring, each SPV Seller will own those equity interests in each of the SPVs that it desires to sell as set forth on Annex A-1 hereto (the “Purchased SPV Interests”);

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, at the Closing, SPV Sellers desire to sell, transfer and assign to Buyer 2, and Buyer 2 desires to purchase and acquire from SPV Sellers, all of the Purchased SPV Interests held by SPV Sellers, for the consideration therefor payable at the Closing and as otherwise set forth herein;

#### Co-Investment Entities and Sale

WHEREAS, following the Pre-Closing Restructuring, each Co-Investment Seller will own each of those equity interests set forth opposite its name on Annex A-2 hereto (the “Purchased Co-Investment Interests”) in each of the Co-Investment Entities indicated on Annex A-2 hereto;

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Co-Investment Sellers desire to sell, transfer and assign to Buyer 2, and Buyer 2 desires to purchase and acquire from Co-Investment Sellers, all of the Purchased Co-Investment Interests held by Co-Investment Sellers for the consideration therefor payable at the Closing as set forth herein;

#### Arrangements Between the Parties

WHEREAS, following consummation of the Transactions, Buyer 2 will, directly or indirectly, own 100% of equity interests in OHA GenPar Principal Investors, the General Partner and the Partnership (including via ownership of the Holdcos) and Buyer 2 will, directly or indirectly, own a majority of the equity interests in the SPVs and the Parties will enter into various agreement to govern their relationships following the Closing;

WHEREAS, concurrently with the execution of this Agreement, Buyer 1 has entered into an employment agreement with each of the OHA Senior Partners (collectively, the “Employment Agreements”), each of which shall be effective as of the Closing;

WHEREAS, concurrently with the execution of this Agreement, Buyer 1 has entered into that certain letter agreement with the OHA Senior Partners (the “Letter Agreement”), which shall be effective as of the Closing; and

WHEREAS, at the Closing, each OHA Partner and its Affiliates who receive shares of Buyer Stock as consideration will be required to agree to certain restrictions on transfer of such Buyer Stock pursuant to a lock-up agreement, substantially in the form attached hereto as Exhibit B (each, a “Lock-Up Agreement”).

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NOW THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and in the Ancillary Agreements, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

“Accounting Expert” means Deloitte & Touche LLP or such other independent nationally recognized certified public accounting firm as is reasonably acceptable to and agreed in writing by Buyers and the Seller Representative.

“Accounting Principles” means, collectively, (a) GAAP and (b) to the extent consistent with GAAP, the same accounting principles, practices and methods used and applied by the Company Group Entities in the preparation of the Most Recent Balance Sheets.

“Adjustment Escrow Agent” means Citibank, N.A.

“Adjustment Escrow Agreement” means the Adjustment Escrow Agreement in substantially the form attached hereto as Exhibit C.

“Adjustment Escrow Amount” means \$20,000,000.

“Advisers Act” means the Investment Advisers Act of 1940.

“Affiliate” means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first Person; provided, that an “Affiliate” of a natural person also includes such person’s Related Parties; provided, however, that, for purposes of this Agreement, in no event shall any portfolio company of investment funds managed by Wafra or its Affiliates or any Portfolio Company constitute an Affiliate of any Buyer, any Seller, the Partnership, any Holdco, any Company Group Entity, any OHA Partner or any of their respective Affiliates. For the avoidance of doubt, for the purposes of this Agreement, (a) neither Buyers nor any of their respective Affiliates shall constitute Affiliates of the Company Group Entities, the OHA Partners or any of their respective Affiliates and none of the Company Group Entities, the OHA Partners or any of their respective Affiliates shall constitute Affiliates of Buyers or their respective Affiliates, and (b) neither Minority Sellers, Wafra Holdco Seller nor any of their respective Affiliates shall constitute Affiliates of the Company Group Entities, the OHA Partners or any of their respective Affiliates and none of the Company Group Entities, the OHA Partners or any of their respective Affiliates shall constitute Affiliates of Minority Sellers, Wafra Holdco Seller or their respective Affiliates. For the avoidance of doubt, any “Controlled Affiliate” of a Person shall only include those Affiliates that such Person Controls and shall exclude any Affiliates that Control such Person or are under common Control with such Person.

“Agreement” means this Agreement, including the Schedules and any Annexes and Exhibits hereto, as such may hereunder be amended or restated from time to time.

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“Allocation SPVs” has the meaning set forth in the definition of “Incentive Allocation.”

“Ancillary Agreements” means any agreement, instrument or Contract entered into in connection with this Agreement, including the Letter Agreement, the Lock-up Agreements and the Assignment Agreements (but excluding the Employment Agreements).

“Antitrust Laws” means the HSR Act, the Sherman Act, the Clayton Act, the Federal Trade Commission Act, and any other United States federal or state or foreign Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

“Applicable Cut-Off Date” means the Fundamental Representations Cut-Off Date, the Tax Representations Cut-off Date, the 382 Cut-Off Date or General Cut-off Date, as applicable.

“Asset Value” means, on any date of determination, (i) with respect to any Co-Investment Entity that is not a Collateralized Loan Vehicle, the asset value of such Co-Investment Entity attributable to the equity interests in such Co-Investment Entity held, directly or indirectly through a Company Group Entity, by a Seller, calculated in accordance with GAAP and in a manner consistent with past practice of such Co-Investment Entity, (ii) with respect to any CLO Entity, the asset value of the debt and equity interests issued by such CLO Entity to the Partnership or its applicable Subsidiary, net of any risk retention financing related thereto, calculated in accordance with GAAP and in a manner consistent with past practice of such CLO Entity, and (iii) with respect to any GP Co-Invest Entity, the asset value of the equity interests issued by such GP Co-Invest Entity to the SPVs or its applicable Subsidiary excluding any carried interest amounts, calculated in accordance with GAAP and in a manner consistent with past practice of such GP Co-Invest Entity, in each case, in the event that the Closing is not on the month’s end, increased for any contributions to, and decreased for distributions from such entity since the most previous month’s end.

“Assignment Agreements” means those certain assignment agreements with respect to the transfer of the Purchased Interests in form and substance reasonably acceptable to Buyers and the Seller Representative.

“Association with OHA” means (i) to be employed by the Company Group Entities or their Controlled Affiliates, or (ii) to otherwise be involved in the management or operation of the Company Group Entities or their Controlled Affiliates in a capacity substantially equivalent to employment.

“AUM” means, without duplication, that aggregate dollar amount of assets under management, including committed but undeployed capital, attributable to the Company Funds as of September 30, 2021, adjusted for capital flows through the applicable signing date, certain adjustments for the inclusion of assets under management attributable to European Strategic Credit Fund, CLO Enhanced Equity Fund and CLO Enhanced Equity Fund II and certain adjustments for the exclusion of assets under management attributable to Clients subject to fully documented, in process redemptions, calculated, in each case, except for European Strategic Credit Fund, CLO Enhanced Equity Fund and CLO Enhanced Equity Fund II, in a manner consistent with the calculation of the advisory fees payable in respect of each Company Fund in accordance with the applicable Client Contracts.

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“Base Consideration” means Three Billion Two Hundred Eighty-Nine Million Dollars (\$3,289,000,000).

“Business” means the business, activities and operations of the Company Group Entities, including the sponsorship and management of the Company Funds.

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

“Buyers” has the meaning set forth in the Preamble and includes any permitted successor or assign thereof.

“Buyer Material Adverse Effect” means any change, event, circumstance, effect, development, condition or occurrence (each, an “Effect”) which, individually or together with any other Effects, has had a material adverse effect on (a) the business, condition (financial or otherwise), results of operations or assets of the Buyers and their Subsidiaries, taken as a whole or (b) the ability of the Buyers to timely perform their respective obligations under this Agreement and the Ancillary Agreements or that would materially impede, interfere with, hinder or delay Buyers from consummating the transactions contemplated by this Agreement and the Ancillary Agreements; provided, however, that no Effect resulting from or arising out of any of the following, either alone or in combination, shall be deemed to constitute, or be taken into account in determining whether there has been, a “Buyer Material Adverse Effect”: (i) Effects that generally affect the industries or segments in which the Buyers and their Subsidiaries operate (including legal and regulatory changes); (ii) any national, international or any foreign or domestic regional economic, financial, social or political conditions (including changes therein) or events in general, including the results of any primary or general elections, or any statements or other proclamations of public officials, or changes in policy related thereto; (iii) Effects affecting financial, credit or capital markets in the United States or in any other country or region in the world, including changes in interest rates or foreign exchange rates; (iv) Effects caused by or resulting from an outbreak or escalation of hostilities, acts of terrorism, cyber terrorism, military action, political instability or other national or international calamity, crisis or emergency, an act of God, flood, hurricane, earthquake, other natural disaster, pandemic, epidemic or disease outbreak (including COVID-19), or other nationally declared public health event, including the material worsening of any of the foregoing, or any COVID-19 Actions or COVID-19 Measures, or any Law or Order issued by a Governmental Authority, the Centers for Disease Control and Prevention or the World Health Organization providing for business closures, “sheltering-in-place,” curfews or other restrictions that relate to, or arise out of, any such public health event; (v) Effects arising from changes in accounting principles or Laws (including any COVID-19 Measures) or the interpretation or enforcement thereof; (vi) Effects arising from changes in Taxes or the interpretation or enforcement thereof; (vii) Effects relating to the announcement of the execution of this Agreement or the transactions contemplated hereby other than for purposes of Section 5.2(b) (Authority; Validity of Agreements; No Violations); (viii) the failure to meet any internal or industry business plans, estimates, expectations, forecasts, projections or budgets for any period (but not the Effects underlying such failure to the extent such Effects would otherwise constitute a Buyer Material Adverse Effect under this definition); (ix) any breach of this Agreement by any Seller or Company; or (x) Effects resulting from the announcement or disclosure of the transactions contemplated herein; provided, however, that “Buyer Material Adverse Effect” shall include any Effects arising out of or attributable to the matters described in clauses (i) through (v) above to the extent that the Buyers and their Subsidiaries, taken as a whole, are materially disproportionately affected relative to similarly situated other participants in the industries or geographies in which the Buyers

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and their Subsidiaries operate taken as a whole. For the avoidance of doubt, a Buyer Material Adverse Effect shall be measured only against past performance of the Buyers and their Subsidiaries, taken as a whole, and not against any forward-looking statements, financial projections or forecasts of the Buyers and their Subsidiaries.

“Buyer SEC Documents” means, collectively, all reports, schedules, forms, certificates, prospectuses and registration, proxy and other instruments filed with the SEC, in each case, including all exhibits and schedules thereto and documents incorporated by reference therein.

“Buyer Stock” means the shares of common stock, par value \$0.20 per share, of Buyer 1.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act of 2020, Pub. L. 116-136, as amended.

“Cash” means an amount (which may be negative) equal to all cash and cash equivalents of the Company Group Entities as of 12:01 a.m. ET on the Closing Date, in each case determined in accordance with GAAP, minus (a) \$3,600,000 and (b) outstanding checks, wires, and ACH payments issued by the Companies but not yet cashed, cleared, presented for payment or received, as applicable, to the extent taken into account in the determination of the Final Working Capital.

“Cash Percentage” means, with respect to each Seller, a percentage equal to (a) 100%, minus (b) such Seller’s Stock Percentage.

“Change of Control” means any (a) direct or indirect acquisition (whether by a purchase, sale, transfer, exchange, issuance, merger, consolidation or other business combination) of shares of capital stock, equity interests or other securities, in a single transaction or series of related transactions, representing more than fifty percent (50%) of the equity or voting interests of either of the (i) Partnership and its Subsidiaries and Controlled Affiliates, taken as a whole, or (ii) Company Group Entities, taken as a whole (in each case, including by means of a spin-off, split-off, public offering or similar structure), (b) merger, consolidation or other business combination directly or indirectly involving either of (i) the Partnership or any of its Subsidiaries or Controlled Affiliates representing more than (50%) of the assets of the Partnership and its Subsidiaries and Controlled Affiliates, taken as a whole, or (ii) any of the Company Group Entities representing more than (50%) of the assets of the Company Group Entities, taken as a whole, (c) reorganization, recapitalization, liquidation, dissolution or similar structure directly or indirectly involving either of (i) the Partnership or any of its Subsidiaries or Controlled Affiliates representing more than (50%) of the assets of the Partnership and its Subsidiaries and Controlled Affiliates, taken as a whole, or (ii) any of the Company Group Entities representing more than (50%) of the assets of the Company Group Entities, taken as a whole, in each case which results in any one Person (other than Buyers or their Affiliates), or more than one Person that are Affiliates or that are acting as a group (excluding Buyers or their Affiliates), acquiring direct or indirect beneficial ownership of equity interests or other securities of, in the case of clause (c)(i), the Partnership or any of its Subsidiaries or Controlled Affiliates, or, in the case of clause (c)(ii), any of the Company Group Entities, in each case which, together with the equity interests or other securities held by such Person, such Person and its Affiliates or such group, constitutes more than 50% of the total direct or indirect voting power or economic rights of the equity interests or other securities of, in the case of clause (c)(i), the Partnership or any of its Subsidiaries or Controlled Affiliates, taken as a whole, or, in the case of clause (c)(ii), the Company Group Entities, taken as a whole, (d) direct or indirect

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sale, lease, exchange, mortgage, transfer or other disposition, in a single transaction or series of related transactions, of assets or businesses that constitute or represent more than fifty percent (50%) of the consolidated revenue, consolidated operating income or consolidated assets of either of (i) the Partnership and its Subsidiaries and Controlled Affiliates, taken as a whole, or (ii) the Company Group Entities, taken as a whole, (e) other transaction having a similar effect to those described in clauses (a) through (d), or (f) any transaction as a result of which Buyers or their Affiliates cease to Control the Partnership and its Subsidiaries and Controlled Affiliates.

“Change of Control Event” means (a) a Change of Control that is not also a Change of Control of Buyer 1 (the definition of Change of Control applying to Buyer 1 *mutatis mutandis*) and (b) (i) a Change of Control of Buyer 1 (the definition of Change of Control applying to Buyer 1 *mutatis mutandis*) or (ii) within twelve (12) months of the Change of Control described in clause (b)(i), either (x) GRA’s or (y) all of the OHA Senior Partners’ (other than GRA) employment pursuant to such Person’s employment agreement has been terminated by Buyer 1 without Cause (as defined in such Person’s employment agreement) or by such Person for Good Reason (as defined in such Person’s employment agreement).

“Client” means any Person to which any Company Group Entity provides investment management or investment advisory services, including any sub-advisory services, administration services or similar services, including each Company Fund (and, where provided herein, each investor in each Company Fund).

“Client Consent” means, with respect to a Client that is a Company Fund, the consent of each Company Fund to the “assignment” (as defined in the Advisers Act) or continuation of its Client Contract resulting from the consummation of the Transactions if and to the extent required by the terms of such Client Contract, the applicable Fund Documentation or applicable Law, and in the manner required by the terms of such Client Contract, applicable Fund Documentation (including, for the avoidance of doubt, any applicable provisions in any side letter (including those elected by way of most favored nations terms) to the extent not otherwise waived) or applicable Law.

“Client Contract” means a Contract under which any Company Group Entity provides investment advisory, investment management, investment sub-advisory, administration or similar services to a Client.

“Client Deficit Percentage” means a percentage equal to (a) 95%, minus (b) (i) the Consenting Client AUM, divided by (ii) the AUM as of the date hereof; provided, that in no event, shall the Client Deficit Percentage be greater than 100%; provided, further, that if the fraction, expressed as a percentage, the numerator of which is the Consenting Client AUM and the denominator of which is AUM as of the Closing is 95% or greater, then the Client Deficit Percentage shall be 0%.

“CLO 1 Purchase Price” means the Asset Value of the equity interests issued by OHA Credit Partners XI, Ltd. to the Partnership as of December 31, 2021.

“CLO 2 Purchase Price” means the Asset Value of the equity interests issued by OHA Credit Partners XIII, Ltd. to the Partnership as of December 31, 2021.

“CLO 3 Purchase Price” means the Asset Value of the equity interests issued by (i) Oak Hill European Credit Partners III Designated Activity Company, (ii) Oak Hill European Credit Partners IV Designated Activity Company, (iii) Oak Hill European Credit Partners V Designated Activity Company, (iv) Oak Hill European Credit Partners

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VI Designated Activity Company, (v) Oak Hill European Credit Partners VII Designated Activity Company, and (vi) Oak Hill European Credit Partners VIII Designated Activity Company, in each case, to Oak Hill Advisors (Europe), LLP, in each case as of December 31, 2021.

“CLO Adjustment Escrow Amount” means \$10,000,000.

“CLO Entities” means (i) OHA Credit Partners XI, Ltd., (ii) OHA Credit Partners XIII, Ltd., (iii) Oak Hill European Credit Partners III Designated Activity Company, (iv) Oak Hill European Credit Partners IV Designated Activity Company, (v) Oak Hill European Credit Partners V Designated Activity Company, (vi) Oak Hill European Credit Partners VI Designated Activity Company, (vii) Oak Hill European Credit Partners VII Designated Activity Company, and (viii) Oak Hill European Credit Partners VIII Designated Activity Company.

“CLO Purchase Price” means (a) the CLO 1 Purchase Price, plus (b) the CLO 2 Purchase Price, plus (c) the CLO 3 Purchase Price, plus (d) the GP Co-Invest Purchase Price.

“Closing Indebtedness” means the sum of (a) the sum of the principal amount of Indebtedness of the Company Group Entities that is (i) outstanding under the Credit Agreement and (ii) consists of unfunded defined benefit pension obligations in respect of OHA Retirement Plan, in each case, as of immediately prior to the Closing and (b) the amount by which the risk retention financing associated with Oak Hill European Credit Partners V Designated Activity Company (“ECLO V”) as of immediately following the reset and refinancing of the risk retention financing associated with ECLO V that occurred on December 10, 2021 (the “ECLO V Refinancing”) exceeded the amount of risk retention financing associated with ECLO V as of immediately prior to the ECLO V Refinancing (which, by way of illustrative example, has been calculated by the Seller Representative as of the Closing Date as approximately \$2,592,000).

“Closing Working Capital” means the Working Capital as of 12:01 a.m. ET on the Closing Date, determined in accordance with the Accounting Principles.

“Co-Investment Adjustment Escrow Amount” means \$20,000,000.

“Co-Investment Percentage” means the percentage of the Estimated Co-Investment Purchase Price owned by each applicable Co-Investment Seller as set forth opposite their name on Annex A-10.

“Co-Investment Purchase Price” means (a) the OHA Centre Street LimPar Price, plus (b) the OHA Partner Global Co-Investment II Purchase Price, plus (c) the Contributed Amount in respect of the Co-Investment Entities.

“Code” means the U.S. Internal Revenue Code of 1986.

“Collateralized Loan Vehicle” means any collateralized loan obligation entity (or other Person) or similar securitization vehicle to which the Partnership or any of its Affiliates provides investment management or investment advisory services, including any sub-advisory services, administration services or similar services.

“Commercially Available Software” means commercially available software that has not been modified or customized by a third party for the Company and that is licensed pursuant to a non-negotiated agreement.

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“Companies Financial Statements” means (a) the audited financial statements of the Partnership and its combined entities, on a combined and consolidated basis, for the year ending December 31, 2020, including the combined statements of financial position as of such dates and the related combined statements of operations and comprehensive income, changes in capital (deficit) and cash flows for the years then ended, and (b) the unaudited financial statements of the Partnership and its combined entities, on a combined and consolidated basis, for the six month period ending June 30, 2021, including the combined statements of financial position as of such date and the related combined statements of operations and comprehensive income, changes in capital (deficit) and cash flows for the six month period then ended.

“Company Data” means all data and information, including Personal Information, whether in electronic or any other form or medium, that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed, or disposed of or otherwise held by or on behalf of any Company Group Entity, any Co-Investment Entity or any Company Fund.

“Company Disclosure Schedule” means the disclosure schedule dated as of the date of this Agreement delivered by the General Partner and the Companies to Buyers and Merger Subs in connection with the execution and delivery of this Agreement.

“Company Fund” means any investment fund or other vehicle (including any general or limited partnership, corporation account, trust, limited liability company, Collateralized Loan Vehicle, SMA or other Entity and whether or not dedicated to a single investor, but excluding any personal co-investment vehicles and vehicles related to non-profit organizations, that in each case are unrelated to the Business) (a) organized, sponsored, promoted, managed, controlled or advised by any of (i) the Company Group Entities or any of their respective Controlled Affiliates, (ii) Glenn R. August or William H. Bohnsack, Jr. or any of their respective Controlled Affiliates at any time during their Association with OHA or (iii) any of the other OHA Partners or any of their respective Controlled Affiliates at any time during their Association with OHA, (b) for which any of the entities or individuals described in clause (a) above acts or acted (during their Association with OHA, in the case of such individuals) as investment adviser, investment sub-adviser, general partner, managing member, manager, administrator or in a similar role or (c) from which any of the individuals or entities described in clause (a) above receives or received (during their Association with OHA, in the case of such individuals), directly or indirectly, management fees, carried interest, performance fees or other revenues of any kind; provided, however, that no Portfolio Company shall be a “Company Fund.”

“Company Group Entities” means the Companies and their Subsidiaries and other Controlled Affiliates of any of the Companies (other than any Company Fund and any of their Subsidiaries and other than any Portfolio Company).

“Company IPR” means any and all Intellectual Property Rights owned or purported to be owned, in whole or part, by any Company Group Entity or Company Fund.

“Consent” means, as the context requires, any consent, approval, authorization, waiver, permit, license, grant, agreement, exemption, variation, clearance or Order of, or registration, declaration or filing with, any Person, including any Governmental Authority.

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“Consenting Client AUM” means, as of any date of determination, the aggregate AUM attributable to Company Funds for which Client Consents have been received as of such date, plus any new commitments or subscriptions following the date hereof and prior to Closing attributable to Company Funds for which Client Consents have been received as of such date, minus any redemptions following the date hereof and prior to the Closing attributable to Company Funds for which Client Consents have been received as of such date. For the avoidance of doubt, any Client Consents that are received within ninety (90) days following the Closing shall be taken into account when determining the Final Consideration pursuant to Section 2.4.

“Consideration” shall mean (a) (i) the Base Consideration, multiplied by (ii) (A) 100%, minus (B) the Client Deficit Percentage, minus (b) the Closing Indebtedness, minus (c) the Adjustment Escrow Amount, minus (d) the Seller Representative Reserve Amount, minus (e) Transaction Expenses, plus (f) an amount equal to the Working Capital Overage (based on the Working Capital Estimate), if any, minus (g) an amount equal to the Working Capital Underage (based on the Working Capital Estimate), if any, plus (h) Cash, minus (i) the Estimated Co-Investment Purchase Price, minus (j) the Estimated CLO Purchase Price, minus (k) the Co-Investment Adjustment Escrow Amount, minus (l) the CLO Adjustment Escrow Amount. For the avoidance of doubt, if Working Capital falls between the Working Capital Target Upper Amount and the Working Capital Target Lower Amount, there shall be no adjustment to Consideration in respect of Working Capital.

“Contract” means any agreement, contract, arrangement, understanding, or other legally binding obligation or commitment, and any amendments, modifications and supplements thereto.

“Contributed Amount” means, with respect to any Seller, (x) the amount such Seller has contributed to the Companies and their respective Subsidiaries from the date hereof through the Closing or (y) the amount such Seller has contributed to the Co-Investment Entities and their respective Subsidiaries from June 30, 2021 through the Closing.

“Control” or “Controlled” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise. For purposes of this definition, a general partner or managing member of a Person shall be deemed to Control such Person.

“Corporate Holdco” means MGP, WHB, Inc, Holdco 3 and Holdco 4.

“COVID-19” means the novel coronavirus, SARS-CoV-2 or COVID-19 (and all related mutations, evolutions, variations, strains and sequences), including any intensification, resurgence or any evolutions, variants or mutations thereof.

“COVID-19 Actions” means any action taken to comply with COVID-19 Measures applicable to the Company Group Entities, the Co-Investment Entities, the Company Funds or their respective Affiliates, which actions are (i) reasonably consistent with the actions taken by other similarly situated participants operating in the same or substantially similar industry or geographies in which any of the Company Group Entities, the Co-Investment Entities, the Company Funds or their respective Affiliates operates, (ii) reasonably consistent with policies, procedures and protocols recommended by the Centers for Disease Control and Prevention, the World Health Organization or other applicable Governmental Authorities, or (iii) reasonably necessary to protect the

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health or safety of the Company Group Entities' or their respective Affiliates' employees or other individuals having business dealings with the foregoing, in each case, as determined in good faith by the Companies.

“COVID-19 Measures” means any quarantine, “shelter in place,” “stay at home,” workforce reduction, social distancing, shut down, closure, sequester, safety or other Law, decree, judgment, injunction or other Order or directives, guidelines or recommendations promulgated by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19, including the CARES Act, the Families First Act, the Payroll Tax Executive Order, and any other COVID-19 relief measure hereafter adopted by any Governmental Authority.

“Credit Agreement” means Second Amended and Restated Credit Agreement, dated as of July 6, 2018, by and among the Partnership and the other borrowers party thereto, the guarantors party thereto, Wells Fargo Bank, National Association, as administrative agent, and the lenders party thereto, as amended, modified, restated or supplemented from time to time.

“Current Assets” means, as of any date of determination hereunder, the combined current assets of the Company Group Entities, as well as any other prepaid expenses paid by the Company Group Entities prior to Closing, without taking into account cash and cash equivalents and due from equity method investee, in each case, as defined in accordance with the Accounting Principles.

“Current EU Risk Retention Rules” means Article 6 of Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017.

“Current Liabilities” means, as of any date of determination hereunder, the combined current liabilities of the Company Group Entities, without taking into account short term borrowings under the Credit Agreement and unfunded defined benefit pension liability, in each case, as defined in accordance with the Accounting Principles, and taking into account off-balance sheet partner distributions payable at the Partnership; provided, that Current Liabilities shall not include Transaction Expenses or any accrual in respect of the Non-Partner Pool Amount.

“Data Security Breach” means any material unlawful or unauthorized access to, acquisition of, disclosure, use, loss, alteration, destruction, compromise, or unauthorized Processing of Company Data, including Personal Information, in the possession or control of any Company Group Entity, Co-Investment Entity or Company Fund.

“Deductible” means fifty percent (50%) of the Retention Cap.

“Disabled” means, with respect to any Key Executive, such Key Executive has been unable to perform his material duties in relation to the Company Group Entities after reasonable accommodation due to a physical or mental injury, infirmity or incapacity for at least forty-five (45) days (including weekends and holidays) in the sixty (60) day period immediately preceding the Closing, and would not reasonably be expected to be able to perform such duties after reasonable accommodation for at least two hundred seventy (270) days (including weekends and holidays) in the three hundred sixty-five (365) day period immediately following the Closing. Each Key Executive shall cooperate in all respects with Buyers if a question arises as to whether such Key Executive has become Disabled (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists mutually

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agreed upon between the Buyers and such Key Executive and authorizing such medical doctors and other health care specialists to discuss such Key Executive's condition with the Buyers).

“Distribution Agreement” means any Contract for the distribution, placement or sales of shares, interests or units of a Company Fund, including any Contract with a placement agent.

“Earnout Percentage” means, with respect to each Seller, the percentage set forth opposite such Seller's name on Annex A-7.

“Electing Holdco Sellers” means Krase 2004 Family Trust and Scott D. Krase.

“Employee Earnout Amount” means an amount payable to employees of the Partnership or any of its Subsidiaries as determined by the Buyers in respect of a Final Earnout Amount or a Non-Disputed Earnout Amount; provided, that the Employee Earnout Amount, together with any portion of such amount that will otherwise be treated by Buyer 1 as “compensation” for accounting purposes, shall not exceed 30% of the aggregate amount of such Final Earnout Amount or Non-Disputed Earnout Amount that would have been payable to the OHA Partners and their Affiliates but for the application of Section 2.11(o); provided, further that the Employee Earnout Amount shall not exceed 20% of the aggregate amount of such Final Earnout Amount or Non-Disputed Earnout Amount that would have been payable to the OHA Partners and their Affiliates but for the application of Section 2.11(o).

“Encumbrance” means, whether arising under any Contract or otherwise, any options, preemptive rights, debts, claims, security interests, liens, encumbrances, pledges, mortgages, hypothecations, rights of first refusal, assessments, voting trust agreements, options, rights of first offer, proxies, title defects, rental, credit, factoring or conditional sale or other similar agreement on deferred terms and charges or other similar restrictions or limitations.

“Entity” means a Person that is not a natural person.

“ERISA” means the Employment Retirement Income Security Act of 1974, as amended.

“EU Risk Retention Rules” means the Current EU Risk Retention Rules or the Previous EU Risk Retention Rules, as applicable.

“Event of Default” means a OHA Senior Partners Default or a Breach Event of Default, each as defined in the Letter Agreement.

“Existing GenPar LPA” means the Fifth Amended and Restated Agreement of Limited Partnership of the General Partner, dated as of February 22, 2018, as amended from time to time.

“Existing LPA” means the Seventh Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of February 22, 2018, as amended from time to time.

“Existing Relationship Agreement” means the Amended and Restated Relationship Agreement, dated as of February 22, 2018, by and among the Partnership,

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General Partner, WSI Otter Investments LLC, FW, and with respect to certain provisions contained therein, Glenn R. August, William H. Bohnsack, Jr., Scott D. Krase, Robert B. Okun, Alan Schrager, Carl L. Wernicke, Adam Kertzner, Thomas Wong, Douglas Henderson, Alexandra Jung, T.K. Narayan, Jason Serrano and Frederic W. Thomas, Jr., as the same may be amended or modified from time to time.

“Fraud” means, with respect to a Party, an actual and intentional fraud under Delaware common law with respect to any material statement in any representation or warranty set forth in Article III (Representations and Warranties of Sellers), Article IV (Representations and Warranties regarding the Company Group Entities) or Article V (Representations and Warranties of Buyers and Merger Subs) (as applicable); provided, however, that such actual and intentional fraud of such party shall only be deemed to exist if (i) with respect to Buyers, the individuals listed in the definition of “Knowledge of the Buyers” herein, (ii) with respect to the Company Group Entities, the individuals listed on Schedule 1.1-D of the Company Disclosure Schedule, and (iii) with respect to the Sellers, the individuals listed on Schedule 1.1-B of the Seller Disclosure Schedule, in each case, had actual knowledge of such actual and material breach when the related representations and warranties were made with the express intention that the other party would rely thereon to its detriment, and such other party actually relied thereon to its detriment.

“Fund Documentation” means, with respect to each Company Fund, the limited partnership agreement or equivalent Organizational Document of such Company Fund and any advisory, management or sub-advisory agreements with respect to such Company Fund, together with the subscription agreements for such Company Fund (including investor side letters), in each case, that is in effect as of the date hereof. With respect to Collateralized Loan Obligations, Fund Documentation shall also include any applicable indenture or trust deed and any letters or agreements related to the EU Risk Retention Rules.

“GAAP” means United States generally accepted accounting principles and practices as in effect on the date of this Agreement (unless a different period is expressly stated in this Agreement), consistently applied.

“Governmental Authority” means any nation or government, any foreign or domestic federal, state, county, municipal or other political instrumentality or subdivision thereof and any foreign or domestic Entity or body exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government, including any court and any Self-Regulatory Organization.

“GP Co-Invest Entities” means OHA European Strategic Credit Fund, OHA Centre Street Partnership, L.P., OHA Diversified Credit Strategies Funds and Parallels, OHA UK Customized RMBS Master Fund, L.P., ALOHA European Credit Fund, L.P., OHA Finlandia Credit Fund, L.P., OHA Enhanced Credit Strategies Master Fund, L.P., OHAT Credit Fund, L.P., OHA Delaware Customized Credit Fund, L.P., OHA Delaware Customized Credit Fund-F, L.P., OHA Custom Multi-Sector Credit Master Fund, L.P., OHA S.C.A., SICAV-SIF, OHA LDN, OHA Dynamic Credit Orca Fund, OHA Newbury Partners, OHA Structured Products Fund C, LP, OHA Structured Products Fund D, LP, OHA-CDP ESCF, LP, OHA BCSS / MPS SSD, OHA BCSS / MPS SSD II, OHA AD Customized Credit Fund (Europe), LP, OHA AD Customized Credit Fund (International), LP, OHA CLO Strategies Fund, Credit Origination Vehicle (COV), OHA KC Customized Credit Master Fund, L.P., OHA TKY Customized Credit Fund, L.P., OHA TKY Customized Credit Fund II, L.P., OHA Artesian Customized Credit Fund I, L.P., OHA Black Bear, OHA AD Dislocation Credit Fund, L.P., OHA AD Customized

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Credit Fund (International), L.P. (Vintage II), OHA Real Asset Opportunities Fund, OHA Structured Products Fund II, OHA SA Customized Credit Fund, OHA Tactical Investment Fund, OHA Strategic Credit Fund II and any other equity interests issued to the SPVs or their subsidiaries following the date hereof in exchange for an initial or subsequent contribution in a new Company Fund.

“GRA” means Glenn R. August.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“IFRS” means International Financial Reporting Standards as in effect on the date of this Agreement (unless a different period is expressly stated in this Agreement).

“Incentive Allocation” means, with respect to any SPV Seller for any time period, the aggregate amount of distributions that such SPV Seller was entitled to receive as distributions from each of the SPVs pursuant to the Organizational Documents of such SPVs in effect as of immediately prior to the Closing in respect of the aggregate amounts of income allocable or payable in respect of such time period by any Company Fund and/or Client to each SPV set forth on Schedule 2.10(b) of the Seller Disclosure Schedule (each, an “Allocation SPV”) or its Subsidiaries or Controlled Affiliates, serving (directly or indirectly through its Subsidiaries or Affiliates) as the general partner, managing member or person serving in a similar capacity of such Company Fund or other Client, pursuant to the Organizational Documents of such Company Fund or other Client or any Side Letter entered into by such Company Fund or other Client, on account of the incentive allocation or other performance-based compensation and/or allocations attributable to such Allocation SPV provided for therein, in each case, calculated pursuant to and in accordance with GAAP and in a manner consistent with past practice of such Allocation SPV. Schedule 2.10(b) of the Seller Disclosure Schedule sets forth a list of each Allocation SPV that receives or is allocated Incentive Allocation from a Company Fund and/or other Client.

“Income Taxes” means all Taxes that are imposed on net or gross income (or that include as one of their alternative bases a Tax imposed on net or gross income, or gross receipts), including any interest, penalty or addition thereto.

“Incremental Restructuring Closing Payment” means \$49,000,000.

“Incremental Payment Percentage” means, with respect to each Seller set forth therein, the percentage set forth opposite such Seller’s name on Annex A-11.

“Incremental Restructuring Contingent Payment” means the amount (if any) to be paid to an Electing Holdco Seller or Merged Holdco Seller in accordance with Section 2.13(e)

“Incremental Restructuring Payment Cap” means \$83,000,000; provided, however, if the amount of purchase price allocated to the Partnership (and, without duplication, the General Partner) is changed from 82.7% of the Estimated Consideration and 85.6% of the Final Earnout Amount, the Incremental Restructuring Payment Cap shall be adjusted in a manner consistent with Section 2.13 to reflect such change.

“Indebtedness” means, with respect to a Person and without duplication, the aggregate amount of liabilities of such Person (including, in each case, any unpaid principal, premium, accrued and unpaid interest, related expenses, prepayment penalties, commitment and other fees, reimbursements, indemnities and all other amounts payable

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in connection therewith) relating to: (a) any indebtedness of such Person for borrowed money; (b) any other indebtedness of such Person which is evidenced by a note, bond, debenture or similar instrument; (c) all obligations of such Person under any leases required to be capitalized on a balance sheet in accordance with GAAP (prepared as if ASC 842 and IFRS 16 have not taken effect); (d) any obligation of such Person under any factoring, securitization or other similar facility or arrangement; (e) any reimbursement obligation of such Person with respect to letters of credit or bankers' acceptances (in each case, solely to the extent drawn or called); (f) any obligation of such Person issued or assumed as the deferred purchase price of property or services, including any earn-out or similar obligations; (g) any obligation to redeem or otherwise repurchase any shares of capital stock or other equity securities of such Person; (h) liabilities of such Person for the deferred purchase price of property or services, which are required to be classified and accounted for under GAAP as liabilities (for clarity, excluding ordinary course trade payables); (i) liabilities of such Person for any purchase price adjustment or deferred purchase price of the Companies related to any acquisitions by the Companies, including all "earnout" obligations and obligations resulting from any holdback, performance bonus or other contingent payment arrangement; (j) all unfunded and underfunded obligations in respect of any Plan, including relating to (i) any defined benefit pension, nonqualified deferred compensation, or retiree medical or life insurance plan, program, agreement or arrangement, (ii) the aggregate paid time off amount for all employees, (iii) bonuses, commissions, retention and other cash incentive compensation, in each case, relating to any period ending prior to, or including, the Closing, (iv) all severance and other similar obligations to Persons whose employment or other service with any Company Group Entity terminated prior to the Closing or who received or provided a notice of termination prior to the Closing, and (v) the employer's share of any employment, unemployment, payroll and similar Taxes payable in connection with the foregoing obligations described in this clause (j); (k) any accrued but unpaid Income Tax of any Company (which amount shall not be less than zero) in any jurisdiction and any payroll Taxes deferred under the CARES Act and not paid prior to the Closing); (l) all obligations of such Person in respect of acceptances issued or created for the account of such Person; (m) all liabilities secured by any Encumbrance on any property owned by such Person even though such Person has not assumed or otherwise become liable for payment thereof and (n) any guarantees or "keep-well" or similar agreements or arrangements of such Person for the obligations or liabilities of another Person of the type described in clauses (a) through (m) above; provided that Indebtedness shall not include (A) any obligations under any letter of credit to the extent undrawn or uncalled, (B) any intercompany Indebtedness solely among the Companies and any of their wholly-owned Subsidiaries, (C) any endorsement of negotiable instruments for collection in the ordinary course of business and (D) Transaction Expenses.

"Intellectual Property Rights" means any and all intellectual and industrial property rights and other similar proprietary rights, in all jurisdictions worldwide, whether registered or unregistered, including all rights pertaining to or deriving from: (i) patents, (ii) inventions and discoveries, invention disclosures, and industrial designs, whether or not patentable, (iii) trademarks, service marks, certification marks, services names, brands, domain names, trade dress, trade names, social media account handles, uniform resource locators, corporate names, and other identifiers of source or goodwill, including the goodwill symbolized thereby or associated therewith, (iv) copyrights, moral rights, works of authorship and rights in data and databases, whether or not copyrightable, (v) confidential and proprietary information, including trade secrets, know-how and invention rights and client lists, investment track record and other similar rights, (vi) computer software and firmware, including data files, source code, object code and software-related specifications and documentation, and (vii) registrations,

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applications, renewals, extensions, reissues, divisions, continuations, continuations-in-part and reexaminations for any of the foregoing in (i)-(iv).

“Investment Company Act” means the Investment Company Act of 1940.

“IRS” means the United States Internal Revenue Service.

“IT Assets” means software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment.

“Key Executives” means GRA and WHB.

“Knowledge of such Holdco Seller” means (i) with respect to Holdco 1 Sellers, the knowledge of GRA, (ii) with respect to Holdco 2 Sellers, WHB, (iii) with respect to Holdco 3 Sellers, Robert B. Okun, and (v) with respect to Holdco 4 Sellers, Carl L. Wernicke, in each case, after reasonable inquiry

“Knowledge of the Buyers” means the knowledge of Robert Sharps, Jennifer Dardis, Melissa Warren and Charles Battenfeld, in each case, after reasonable inquiry.

“Knowledge of the Companies” means the knowledge of GRA, WHB, Mark Zaeske or Gregory S. Rubin, in each case, after reasonable inquiry.

“Law” means all U.S. and non-U.S. federal, state, provincial or local laws, statutes, ordinances, Orders, administrative interpretation or rules of common law, codes, regulations, directives, rules, other civil and other codes and any other requirements which have the similar effect of any Governmental Authority.

“Market Disruption Event” means (i) a failure by the National Securities Exchange on which the Buyer Stock is listed to open for trading during its regular trading session; or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any trading day for the Buyer Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the National Securities Exchange on which the Buyer Stock is listed or otherwise) in the Buyer Stock or in any options contracts or futures contracts relating to the Buyer Stock.

“Marketing Literature” includes all explanatory memoranda, private placement memoranda, offering documents, marketing documents, advertisements, road show presentations, scheme particulars, key features documents, wrappers and prospectuses relating to any Company Fund or to the services of any Company Group Entity, in each case that were prepared, produced, issued or distributed to prospective or current investors in any Company Fund.

“Material Adverse Effect” means any Effect which, individually or together with any other Effects, has had a material adverse effect on (a) the business, condition (financial or otherwise), results of operations or assets of the Company Group Entities, taken as a whole or (b) the ability of the Sellers or the Companies to timely perform their respective obligations under this Agreement and the Ancillary Agreements or that would materially impede, interfere with, hinder or delay Sellers or the Companies from consummating the transactions contemplated by this Agreement and the Ancillary Agreements; provided, however, that no Effect resulting from or arising out of any of the following, either alone or in combination, shall be deemed to constitute, or be taken into

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account in determining whether there has been, a “Material Adverse Effect”: (i) Effects that generally affect the industries or segments in which the Company Group Entities operate (including legal and regulatory changes); (ii) any national, international or any foreign or domestic regional economic, financial, social or political conditions (including changes therein) or events in general, including the results of any primary or general elections, or any statements or other proclamations of public officials, or changes in policy related thereto; (iii) Effects affecting financial, credit or capital markets in the United States or in any other country or region in the world, including changes in interest rates or foreign exchange rates; (iv) Effects caused by or resulting from an outbreak or escalation of hostilities, acts of terrorism, cyber terrorism, military action, political instability or other national or international calamity, crisis or emergency, an act of God, flood, hurricane, earthquake, other natural disaster, pandemic, epidemic or disease outbreak (including COVID-19) or other nationally declared public health event, including the material worsening of any of the foregoing, or any COVID-19 Actions or COVID-19 Measures, or any Law or Order issued by a Governmental Authority, the Centers for Disease Control and Prevention or the World Health Organization providing for business closures, “sheltering-in-place,” curfews or other restrictions that relate to, or arise out of, any such public health event; (v) Effects arising from changes in Taxes, or the interpretation or enforcement thereof; (vi) Effects relating to the announcement of the execution of this Agreement or the transactions contemplated hereby other than for purposes of Section 4.5 (No Conflicts); (vii) the failure to meet any internal or industry business plans, estimates, expectations, forecasts, projections or budgets for any period (but not the Effects underlying such failure to the extent such Effects would otherwise constitute a Material Adverse Effect under this definition); (viii) any breach of this Agreement by any Buyer or Merger Sub; or (ix) resulting from the announcement or disclosure of the transactions contemplated herein; provided, however, that “Material Adverse Effect” shall include any Effects arising out of or attributable to the matters described in clauses (i) through (iv) above to the extent that the Company Group Entities, taken as a whole, are materially disproportionately affected relative to similarly situated other participants in the industries or geographies in which the Company Group Entities operate taken as a whole. For the avoidance of doubt, a Material Adverse Effect shall be measured only against past performance of the Company Group Entities, taken as a whole, and not against any forward-looking statements, financial projections or forecasts of the Company Group Entities.

“Material Contract” means any Contract to which any Company Group Entity or any Company Fund is a party or by which it or any of its properties or assets is bound of the type listed below:

(a) Client Contracts, Distribution Agreements and other Fund Documentation (excluding Marketing Literature);

(b) Leases;

(c) all Contracts concerning Intellectual Property Rights or IT Assets to which any Company Group Entity or Company Fund is a party or by which any Company Group Entity or Company Fund, or any of its properties or assets, may be bound, pursuant to which: (i) the Company Group Entity or Company Fund uses or has been granted any license or other rights (including rights granted on a service basis) under any Intellectual Property Rights owned by any other Person (other than Commercially Available Software or data for which the Company has paid less than \$250,000); or (ii) the Company Group Entity or Company Fund has granted to any other Person any license or other rights under any Company IPR (other than non-exclusive licenses granted by the Company in the ordinary course of business in connection with

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Commercially Available Software or the sale, lease or transfer of finished products or services to customers on standard terms and conditions made available to Buyer) (the agreements listed in subsections (i) through (ii) above, the “IP Contracts”);

(d) Contracts relating to any Indebtedness in excess of \$10,000,000;

(e) any joint venture, strategic alliance, exclusive distribution, partnership or similar Contract involving a sharing of profits or expenses or payments based on revenues, profits or assets under management of any Company Group Entity or any Company Fund, between a Company Group Entity or any Company Fund, on one hand, and a Person who is not a Company Group Entity or a Company Fund, on the other hand, other than in the ordinary course of business consistent with past practice and excluding any Company Fund investment;

(f) stock purchase agreements, asset purchase agreements and other acquisition or divestiture agreements (including all exhibits, schedules and annexes thereto) entered into within the past three (3) years or that otherwise have any obligations or liabilities (including any indemnification obligations) outstanding;

(g) Contracts pursuant to which any Company Group Entity has made payments of more than \$1,000,000 in the twelve (12) months preceding the date hereof;

(h) any Contract that requires a Company Group Entity to pay any commission, finder’s fee, royalty or similar payment in excess of \$5,000,000 in the aggregate;

(i) any material Contracts related to the rendering of prime broker or clearance services to any Company Group Entity or any Company Fund;

(j) any Contract requiring any Company Group Entity or Company Fund (i) to co-invest with any other Person, (ii) to provide seed capital or similar investment or (iii) to invest in any investment product (including any such Contract requiring additional or “follow-on” capital contributions to any Company Fund), that in each case has any obligations that remain outstanding but excluding any commitments to any Company Fund by any Company Group Entity or investor thereto;

(k) any Contract that provides for earn-outs or other similar contingent obligations;

(l) other than as set forth in the Organizational Documents of the Company Group Entities that have been provided to Buyers prior to the date of this Agreement, any non-competition, non-solicitation or exclusive dealing agreement, or any other agreement or obligation that purports to limit or restrict in any respect (i) the freedom or ability of any Company Group Entity or the Business to solicit customers, employees, contractors, or other personnel or to compete in any line of business or with any Person or in any area (including the ability to invest in industry or geographic sectors or in competitors of specified persons), or (ii) the manner in which, or the localities in which, all or any portion of the Business is or, immediately following consummation of the Transactions, will be conducted;

(m) any collective bargaining agreements or other Contracts with any labor union, labor organization, or similar Person;

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(n) any agreement that provides for indemnification of any officer, director, employee or agent of any of the Company Group Entities (other than the applicable Organizational Documents of the Company Group Entities);

(o) any employment agreement, consulting agreement or other Contract with any member, officer, director, employee or individual service provider of any of the Company Group Entities providing for annual compensation or fees in excess of \$500,000 other than any such agreement which is terminable on 30 days' notice or less without material severance; and

(p) any Contract that provides for the settlement of any Proceeding that contains any material ongoing payment or conduct obligations; and

(q) any Contract with any current or former owner, director, officer and employee and any Company Group Entity with any restrictive covenants in favor of any Company Group Entity that remain in effect;

provided that Material Contracts shall not include contracts, agreements or instruments of the Company Funds solely relating to the acquisition, ownership or disposition of securities of Portfolio Companies.

“Maximum Earnout Amount” means \$900,000,000.

“Most Recent Balance Sheets” means the combined statements of financial position of the Partnership and its combined entities as of June 30, 2021, as included in the Companies Financial Statements.

“National Securities Exchange” means an exchange registered with the SEC under Section 6(a) of the Exchange Act.

“Non-Disclosure Agreement” means the non-disclosure agreement, dated as of March 3, 2021, between the Partnership and Buyer 1.

“Oak Hill Hong Kong” means Oak Hill Advisors (Hong Kong) Limited, a Hong Kong private company limited by shares.

“OHA Centre Street LimPar Purchase Price” means the Asset Value of OHA Centre Street LimPar as of December 31, 2021.

“OHA Partner” means each of Glenn R. August, William H. Bohnsack, Jr., Alan M. Schrager, Adam Kertzner, Thomas Wong, T.K. Narayan, Frederik Thomas, Jr., Eric Muller, Justin Tasso, Eitan Arbeter, Declan Tiernan, Alexis Atteslis, Musa Sonmez, Nadav Braun, Lucy Panter, Gregory S. Rubin, Matthew Borstein and Harpreet Anand.

“OHA Partner Global Co-Investment II Purchase Price” means the Asset Value of OHA Partner Global Co-Investment II Purchase Price as of December 31, 2021.

“OHA Senior Partner” means each of Glenn R. August, William H. Bohnsack, Jr., Alan M. Schrager and Adam Kertzner.

“Order” means any judgment, outstanding order, injunction, stipulation, award or decree of any U.S. federal, state or local, or any supra-national or non-U.S., court or tribunal and any award in any arbitration proceeding of any Governmental Authority.

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“Organizational Documents” means, with respect to any Person that is a corporation, its articles or certificate of incorporation or memorandum and articles of association, as the case may be, and its bylaws; with respect to any Person that is a limited partnership, its certificate of limited partnership and its limited partnership or operating agreement; with respect to any Person that is a limited liability company, its certificate of formation and its limited liability company or operating agreement; with respect to any Person that is a trust or other Entity, its declaration or agreement of trust or its constituent document; and with respect to any other Person, its comparable organizational documents, in each case, as has been amended or restated.

“Parties” means the parties to this Agreement.

“Partnership Income” means, for any time period, the aggregate amount equal to (A) the sum of (x) the aggregate amount of management, advisory, administration, incentive, performance, transaction and monitoring fees and all other fees payable, directly or indirectly, to the Partnership or any of its Subsidiaries or Controlled Affiliates in respect of such time period under any investment management, advisory, administration or similar agreement or Contract in respect of the Company Funds, Clients and/or SMAs plus (y) any other amounts payable, directly or indirectly, to the Partnership or any Subsidiary or Controlled Affiliate thereof in respect of such time period that represent a return on any investment made by the Partnership or its Subsidiaries or Controlled Affiliates minus (B) the aggregate amount of expenses of the Partnership or its Subsidiaries or Controlled Affiliates in respect of such time period excluding any Transaction Expenses, in each case of clauses (A) and (B), calculated pursuant to and in accordance with GAAP and in a manner consistent with past practice of the Partnership.

“Percentage Interest” has the meaning given to such term in the Existing LPA.

“Permitted Encumbrances” means (i) Encumbrances securing the obligations of the Company Group Entities, any Company Fund and/or any Co-Investment Entity pursuant to the Credit Agreement that will be released at Closing, (ii) Encumbrances disclosed in the Companies Financial Statements, the Holdco Financial Statements or any schedules to this Agreement, (iii) Encumbrances for current Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings (and for which appropriate reserves have been established in accordance with GAAP on the Companies Financial Statements), (iv) mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other like Encumbrances not yet due and payable arising or incurred in the ordinary course of business of the Company Group Entities (and that are not resulting from a breach, default or violation of any Contract or Law), (v) Encumbrances relating to the transferability of securities under applicable securities Laws, (vi) Encumbrances securing rental payments under capitalized leases that do not, individually or in the aggregate, materially impair the use of the applicable asset or property by the Company Group Entities as currently used or the operation of their business as currently conducted, (vii) Encumbrances in favor of the lessors under the Leases, or encumbering the fee simple interest (or any superior leasehold interest) in the real property leased, licensed or subleased by the Company Group Entities pursuant to the Leases that do not, individually or in the aggregate, materially impair the use of the applicable asset or property by the Company Group Entities as currently used or the operation of their business as currently conducted, (viii) zoning, entitlement, building and other land use regulations and codes imposed by any Governmental Authority having jurisdiction over the real property leased, licensed or subleased by the Company Group Entities pursuant to the Leases that do not, individually or in the aggregate, materially impair the use of the applicable asset or property by the Company Group Entities as currently used or the operation of their business as currently conducted, (ix) any

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condition that may be shown by a current and accurate survey, or that would be apparent as part of a physical inspection, of the applicable parcel of real property, in each case which does not materially interfere with the present use of the parcel of real property it affects, (x) defects, exceptions, restrictions, easements, rights-of-way and other non-monetary Encumbrances that do not, individually or in the aggregate, materially impair the current use of the applicable asset or real property leased, licensed or subleased by the Company Group Entities pursuant to the Leases, (xi) non-exclusive licenses of Intellectual Property Rights granted in the ordinary course of business, (xii) Encumbrances created pursuant to or arising under the Existing LPA, the Organizational Documents of any of the SPVs as in effect immediately prior to the Closing or any other Organizational Documents of the Partnership or the SPVs, (xiii) the Encumbrances set forth on Schedule 1.1-C of the Company Disclosure Schedule.

“Person” means any natural person or any firm, partnership, limited partnership, limited liability partnership, association, corporation, limited liability company, joint venture, trust, business trust, sole proprietorship, Governmental Authority or other entity or any division thereof.

“Personal Information” means any information that is defined as “personal information” or “personal data” under applicable Privacy and Data Security Laws.

“Portfolio Companies” means the issuers of investments owned by the Company Funds.

“Pre-Closing Incentive Allocation” means, with respect to any SPV Seller, (A) the aggregate amount of Incentive Allocation (net of any applicable withholding Taxes actually withheld with respect to distributions or income allocated to Buyer 2 (or any successor Entity thereto or any Entity that may receive distributions on its behalf) and without duplication for amounts actually withheld) that such SPV Seller was entitled to receive from each Allocation SPV and its Subsidiaries and Controlled Affiliates in respect of all time periods prior to and including the fiscal quarter of such Allocation SPV ending on December 31, 2021 pursuant to the Organizational Documents of such Allocation SPV in effect as of immediately prior to the Closing (assuming such Organizational Documents remained in effect following the Closing) plus (B) the aggregate amount of any Remaining Reserves of such Allocation SPV and/or any of its Subsidiaries and/or Controlled Affiliates in respect of all time periods prior to and including the fiscal quarter of such Allocation SPV ending December 31, 2021 which reduced the amount in respect of Pre-Closing Incentive Allocation distributed to such SPV Seller (or its predecessor) by or on behalf of such Allocation SPV prior to December 31, 2021 plus (C) any tax advances (if any) in respect of the pre-December 31, 2021 taxable income of the Tax Advance SPVs that would have been paid pursuant to the Organizational Documents in effect as of immediately prior to the Closing. For the avoidance of doubt, no amount of Incentive Allocation that is crystallized in any time period following December 31, 2021 will increase the amount of Pre-Closing Incentive Allocation, but shall include any current-pay Incentive Allocation that is accrued on or prior to December 31, 2021, but paid following December 31, 2021.

“Pre-Closing Partnership Income” means, with respect to each Holdco Seller, Minority Seller and the General Partner Seller (each, a “Partnership Income Recipient”), (A) the Partnership Income that such Partnership Income Recipient (or any successor Entity thereto or any Entity that may receive distributions on its behalf) is entitled to directly or indirectly receive from the Partnership pursuant to the Organizational Documents in effect as of immediately prior to the Closing (assuming such Organizational Documents remained in effect following the Closing) in respect of the

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period prior to December 31, 2021 plus (B) the aggregate amount of Remaining Reserves of the Partnership and/or any of its Subsidiaries and/or Controlled Affiliates in respect the period prior to December 31, 2021 which reduced the amount in respect of Pre-Closing Partnership Income distributed by or on behalf of the Partnership prior to December 31, 2021 plus (C) any tax advances (if any) that would have been paid in respect of the foregoing pursuant to the Organizational Documents in effect as of immediately prior to the Closing to the extent not already included in the calculation of Partnership Income. For the avoidance of doubt, no amount of incentive fees or performance fees that would otherwise be included in Partnership Income that is crystallized in any time period following December 31, 2021 will increase the amount of Pre-Closing Partnership Income.

“Pre-Closing Tax Period” means, with respect to the applicable Person, any taxable period of such Person ending on or before the Closing Date.

“Previous EU Risk Retention Rules” means the CRR Retention Requirements, the AIFMD Retention Requirements and the Solvency II Retention Requirements

“Privacy Agreements” means any Contracts, commitments, obligations or responsibilities to affiliated and unaffiliated third parties, including individuals, governing the Processing of Personal Information, into which any Company Group Entity, Co-Investment Entity or Company Fund has entered or is otherwise bound.

“Privacy and Data Security Laws” means any Laws with which any Company Group Entity, Co-Investment Entity or Company Fund is required to comply relating to the privacy, the Processing of Personal Information, the security of Personal Information, data breach disclosure and notification.

“Privacy Commitments” means any and all (a) applicable Privacy and Data Security Laws, (b) Privacy Policies, (c) Privacy Agreements, and (d) any binding rules of any applicable self-regulatory organizations in which any Company Group Entity, Co-Investment Entity or Company Fund is or has been a member, to the extent applicable.

“Privacy Policy” means any published policy or notice regarding the Processing of Personal Information, including published website or mobile app privacy policies, published notices or policies related to the privacy of employees, individual contractors, temporary workers, job applicants, directors and officers, and published policies or notices delivered to individual natural person clients, investors and prospects.

“Pro Rata Percentage” means, with respect to each Seller, the percentage set forth opposite such Seller’s name on Annex A-8.

“Pro Rata Proceeds” means, with respect to each Seller, the amount of consideration received by such Seller pursuant to Article II (including, for the avoidance of doubt, all Earnout Amounts received by such Seller).

“Proceeding” means any judicial, administrative or arbitral action, cause of action, suit, claim, charge, demand, citation, summons, subpoena, investigation, litigation, administrative proceeding, examination, audit, review, inquiry or proceeding of any nature, civil, criminal, regulatory or otherwise, in law or in equity, by, on behalf of, or before any court, tribunal, arbitrator or other Governmental Authority.

“Processing” (or its conjugates) means any operation or set of operations that is performed upon data, including Personal Information, whether or not by automatic

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means, such as collection, recording, organization, structuring, transfer, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, or combination, restriction, erasure or destruction, relating to such data or combination of data, including Personal Information.

“Purchased Interests” means, collectively, the Purchased General Partner Interests, the Purchased Partnership Minority Interests, the OHA GenPar Principal Investors Interests, the Purchased SPV Interests, the Purchased Co-Investment Interests and the Acquired Holdco Interests.

“Purchased Partnership Entity” means each of the Partnership, the General Partner, the SPVs and the Co-Investment Entities.

“R&W Policy” means, that certain representation and warranty insurance policy issued by Euclid Transactional, LLC with respect to the representations and warranties of Sellers and the Companies set forth in this Agreement purchased by Buyers in connection with the execution and delivery of this Agreement, in the form attached hereto as Exhibit D.

“Related Party” means (a) any Seller, any OHA Partner or any member, partner or other equity holder of, or officer, manager or director of, any Seller, any Company Group Entity or Co-Investment Entity, (b) any spouse, child, parent, parent of a spouse, sibling or grandchild of any of the natural persons listed in clause (a) above, (c) any Affiliate of any of the Persons listed in clause (a) or (b) above, (d) any corporation or organization of which such Person listed in clause (a) or (b) above is an officer or director or is directly or indirectly the beneficial owner of 10% or more of any class of equity securities, other than any Company Group Entity, any Company Fund or any Portfolio Company, and (e) any trust or other estate in which any of the Persons listed in clause (a) or (b) above has a substantial beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity, other than any Company Group Entity, any Company Fund or any Portfolio Company.

“Remaining Reserves” means an amount equal to the accrued expenses, reserves, or other items for which provision was made by a Company Group Entity and that reduced distributions of Partnership Income or Incentive Allocation of any Company Group Entity to equityholders of the relevant Company, including amounts held in escrow or otherwise on the books of such Company Group Entity, for the purpose of satisfying any anticipated costs, expenses, liabilities or obligations of such Company Group Entity, in each case, to the extent not paid or used by such Company Group Entity to satisfy any such cost, expense, liability or obligation and not distributed by the relevant Company to its equityholders prior to or as of the Closing.

“Retention Cap” means the Retention (as defined in the R&W Policy) which, for the avoidance of doubt, shall be reduced twelve (12) months following the date hereof pursuant to the R&W Policy (as such amount is reduced from time to time to reflect the aggregate payments for indemnification made by Sellers hereunder).

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933.

“Self-Regulatory Organization” means the Financial Industry Regulatory Authority, each national securities exchange in the United States, each non-U.S. securities exchange, and each other commission, board, agency or body, whether United

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States or foreign, that is charged with the supervision or regulation of brokers, dealers, commodity pool operators, commodity trading advisors, futures commission merchants, securities underwriting or trading, stock exchanges, commodities exchanges, insurance companies or agents, investment companies or investment advisers, or to the jurisdiction of which any Company Group Entity or any Company Fund is subject.

“Seller Disclosure Schedule” means the disclosure schedule dated as of the date of this Agreement delivered by Sellers to Buyers in connection with the execution and delivery of this Agreement.

“Seller Representative Reserve Amount” means \$5,000,000.

“SFC” means the Hong Kong Securities and Futures Commission.

“Side Letter” means any agreement or instrument (other than Organizational Documents for the Company Funds) relating to or affecting any Company Fund that provides for consideration (whether in the form of payments reimbursement, waivers, reductions, offsets, capacity rights, enhanced liquidity, enhanced transparency or otherwise) to investors or other Persons of any amounts, contingent or otherwise, based on the management or performance of such Company Fund or that otherwise have the effect or have had the effect of establishing rights under, or altering or supplementing the terms of any other Fund Documentation, including all amendments, modifications and supplements thereto.

“SMA” means any separately managed account to which the Partnership or any of its Affiliates provides investment management or investment advisory services, including any sub-advisory services, administration services or similar services.

“Sold Holdco Incremental Restructuring Payment” means the amount (if any) to be paid to an Electing Holdco Seller in accordance with Section 2.13.

“Specified Permitted Encumbrances” means, in respect of any equity interest in the Holdcos, the Company Group Entities, the SPVs or the Co-Investment Entities, (a) Encumbrances relating to the transferability of such interest under applicable securities Laws, (b) in the case of any equity interest in the Holdcos, the Company Group Entities, the SPVs or the Co-Investment Entities, Encumbrances under the Organizational Documents of the applicable entity that has issued such equity interest (provided that such Organizational Documents, as applicable, have been provided to Buyers prior to the date of this Agreement), and (c) Encumbrances arising out of the Transactions, this Agreement or any Ancillary Agreement.

“Stock Percentage” means, with respect to each Seller, the percentage as set forth on Annex A-9.

“Stock Price” means \$198.2291, which amount is equal to, with respect to the Buyer Stock, the arithmetic average of the VWAP for the Buyer Stock for the twenty (20) consecutive Trading Days ending on the date hereof (subject to adjustment for any splits, combinations or reclassifications on or after the date hereof).

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, joint venture, or other legal Entity of which such Person (either alone or through or together with any other Subsidiary) owns, directly or indirectly, more than 50% of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such

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corporation or other legal Entity, but does not include the Portfolio Companies or Company Funds.

“Tax” means (i) any federal, state, local, foreign and other taxes, assessments, levies, fees, imposts, duties and charges of whatever kind imposed by any Taxing Authority or similar authority, including, without limitation, taxes imposed on, or measured by, net or gross income, alternative minimum, accumulated earnings, personal holding company, franchise, doing business, capital stock, net worth, capital, profits, windfall profits, gross receipts, business, securities transaction, value added, sales, use, excise, custom, duties, transfer, registration, stamp, premium, real property, personal property, intangibles, rent, occupancy, license, occupational, employment, unemployment, social security, disability, workers’ compensation, payroll, withholding, estimated and recording, whether computed on a separate, consolidated, unitary, combined or other basis and (ii) any liability for the payment of any amount of a type described in clause (i) as a result of (A) being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto or (B) any obligation to indemnify or otherwise assume or succeed to the liability of any other Person pursuant to a Tax Sharing Agreement, or as a successor or as a transferee; and in each of clauses (i) – (ii), including any interest, penalties, or additions attributable thereto, imposed in connection therewith, or imposed with respect thereto.

“Tax Advance SPV” means each SPV set forth on Annex A-6.

“Tax Contest” means any Tax audit, examination, or judicial or administrative proceeding relating to Taxes.

“Tax Return” means any return, report, declaration, form, claim for refund or information return or statement, including any schedule or related or supporting information, filed or required to be filed with any Governmental Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws, regulations or administrative requirements relating to any Tax, including any attachment, amendment, or supplement thereto.

“Tax Sharing Agreement” means any Tax allocation agreement, Tax indemnification agreement, Tax sharing agreement or similar Contract or arrangement, whether or not written; provided, that “Tax Sharing Agreement” shall not include (i) customary commercial leases or (ii) Contracts entered into in the ordinary course of business that are not primarily related to Taxes.

“Taxing Authority” means the IRS or any other Governmental Authority responsible for the assessment, determination, imposition or collection of any Tax or any other authority exercising Tax regulatory authority.

“Trading Day” means a day during which trading in securities generally occurs on the National Securities Exchange on which the Buyer Stock is listed, except a day on which a Market Disruption Event occurs.

“Transaction Expenses” means, without duplication, (i) to the extent not paid as of immediately prior to the Closing and to the extent not included in the calculation of Closing Indebtedness or Closing Working Capital, all fees and expenses of the Companies and the Sellers in connection with the negotiation, preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions, including all legal, accounting, financial advisory, consulting, finders’ and

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all other fees and expenses of third parties incurred by or on behalf of the Companies and the Sellers, (ii) costs of the HSR filings required to be made GRA and WHB in respect of GRA's and WHB's receipts of Buyer Stock and (iii) transaction-related bonuses, retention awards, change in control payments or other similar amounts payable by any Company Group Entity in connection with or as the result of, the consummation of the Transactions (other than any such payments that are or become payable as a result of any action taken by, or at the direction of, Buyers), and employer's share of any employment, unemployment, payroll and similar Taxes payable in connection therewith.

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Agreements.

“Transfer” means any sale, assignment, exchange, transfer, acquisition (whether by purchase, issuance, merger, consolidation or other business combination) or other disposition, whether in a single transaction or a series of related transactions.

“Transfer Taxes” means all transfer, documentary, intangible, sales, use, stamp, registration and other similar Taxes and fees (including any penalties and interest) incurred in connection with, or resulting from, this Agreement and the transactions contemplated hereby.

“Treasury Regulations” means the final and temporary U.S. federal tax regulations promulgated under the Code, as the same may be amended hereafter from time to time.

“UK Business Entities” means Oak Hill Advisors (U.K. Services) Limited, Oak Hill Advisors (Europe), LLP and OHA (UK) LLP.

“VWAP” means, for any date, the price determined, by the first of the following clauses that applies: (i) if the Buyer Stock is then listed or quoted on Nasdaq, the daily volume weighted average price of the Buyer Stock for such date (or the nearest preceding date) on Nasdaq as reported by Bloomberg (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)) (or a similar organization or agency succeeding to its functions of reporting prices), or (ii) if the Buyer Stock is not then listed or quoted on Nasdaq, then the daily volume weighted average price of the Buyer Stock for such date (or the nearest preceding date) on the National Securities Exchange on which the Buyer Stock is then listed or quoted as reported by Bloomberg (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)) (or a similar organization or agency succeeding to its functions of reporting prices).

“Wafra” means Wafra Inc., a Delaware corporation.

“WHB” means William H. Bohnsack, Jr.

“Willful Breach” means an intentional and willful breach, or an intentional and willful failure to perform, of or under this Agreement in each case that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or failure to take such action would cause a material breach of this Agreement, it being understood that such term shall include, in any event, the failure to consummate the Closing when required to do so by this Agreement.

“Working Capital” means, at any date, all Current Assets minus all Current Liabilities as of such date, determined in accordance with the Accounting Principles.

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“Working Capital Overage” means the amount (expressed as a positive number), if any, by which the Closing Working Capital exceeds the Working Capital Target Upper Amount.

“Working Capital Target Lower Amount” means an amount equal to \$25,000,000.

“Working Capital Target Upper Amount” means an amount equal to \$33,000,000.

“Working Capital Underage” means the amount (expressed as a negative number), if any, by which the Closing Working Capital falls below the Working Capital Target Lower Amount.

## Section 1.2 Other Defined Terms.

<b><u>Term</u></b>	<b><u>Section</u></b>
2010 Health Care Law	Section 4.19(o)
Acceleration Event	Section 2.11(k)(i)
Accredited Investor	Section 5.4
Acquired Holdco Interests	Recitals
Acquired Management Business	Section 2.11(k)(ix)
Acquired Management Business Entities	Section 2.11(d)
Actual Cumulative Revenue	Section 2.11(k)(ii)
Adjustment Escrow Account	Section 2.5
Allocation SPV	1.1
AML/Sanctions	Section 4.14(t)
Bankruptcy and Equity Exception	Section 3.2(a)
Business IT Assets	Section 4.20(h)
Buyer 1	Preamble
Buyer 2	Preamble
Buyer Financials	Section 5.9(d)
Buyer Fundamental Representations	Section 10.1
Buyer Indemnitees	Section 10.2(a)
Buyer Released Claims	Section 6.16
Buyer Releasing Parties	Section 6.16
Buyer Subsidiaries	Section 5.9(c)
Buyers	Preamble
Certificates of Merger	Section 2.3(a)
Claims Notice	Section 10.4(b)
CLO Adjustment Escrow Account	Section 2.9
CLO Post-Closing Adjustment Statement	Section 2.8(b)
Closing	Section 2.2
Closing Date	Section 2.2
Closing Indebtedness Estimate	Section 2.4(a)

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Co-Investment Adjustment Escrow Account	Section 2.7
Co-Investment Cash Closing Payment	Section 2.1(h)
Co-Investment Cash Closing Payments	Section 2.1(h)
Co-Investment Closing Stock Payment	Section 2.1(h)
Co-Investment Closing Stock Payments	Section 2.1(h)
Co-Investment Entities	Preamble
Co-Investment Entity	Preamble
Co-Investment Entity Financial Statements	Section 4.16(b)
Co-Investment Post-Closing Adjustment Statement	Section 2.6(b)
Co-Investment Sellers	Preamble
Companies	Preamble
Company	Preamble
Company Confidential Information	Section 6.17
Company Fundamental Representations	Section 10.1
Company Released Parties	Section 6.16
Company Software	Section 4.20(j)
Cut-off Earnout Measurement Period	Section 2.11(k)(iii)
DGCL	Recitals
Dispute	Section 2.11(c)
Dispute Notice	Section 2.11(c)
Dispute Period	Section 2.11(c)
Earnout Amount	Section 2.11(k)(iv)
Earnout Measurement Period 1	Section 2.11(k)(v)
Earnout Measurement Period 2	Section 2.11(k)(vi)
Earnout Measurement Period 3	Section 2.11(k)(vii)
Earnout Measurement Periods	Section 2.11(k)(viii)
Earnout Period	Section 2.11(h)
Earnout Statement	Section 2.11(b)
Effective Time	Section 2.3(a)
Employment Agreements	Recitals
Equity Rights	Section 3.4(c)
ERISA Affiliate	Section 4.19(a)
ERISA Client	Section 4.15(i)
Estimated Client Deficit Percentage	Section 2.4(a)
Estimated CLO Purchase Price	Section 2.8(a)
Estimated Co-Investment Purchase Price	Section 2.6(a)
Estimated Consideration	Section 2.4(a)
Estimated Statement	Section 2.4(a)
Evaluation Material	Section 6.3(b)

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FCPA	Section 4.14(w)
Filings	Section 4.14(z)
Final Client Deficit Percentage	Section 2.4(h)
Final CLO 1 Purchase Price	Section 2.8(c)
Final CLO 2 Purchase Price	Section 2.8(c)
Final CLO 3 Purchase Price	Section 2.8(c)
Final CLO Purchase Price	Section 2.8(c)
Final CLO Statement	Section 2.8(c)
Final Closing Indebtedness	Section 2.4(h)
Final Co-Investment Purchase Price	Section 2.6(c)
Final Co-Investment Statement	Section 2.6(c)
Final Consideration	Section 2.4(h)
Final OHA Centre Street LimPar Purchase Price	Section 2.6(c)
Final OHA Partner Global Co-Investment II Purchase Price	Section 2.6(c)
Final Statement	Section 2.4(e), Section 2.4(f)
Final Transaction Expenses	Section 2.4(h)
Final Working Capital	Section 2.4(h)
Final Working Capital Overage	Section 2.4(h)
Final Working Capital Underage	Section 2.4(h)
Fundamental Representations Cut-Off Date	Section 10.1
FW	Preamble
General Cut-off Date	Section 10.1
General Partner	Preamble
General Partner Cash Closing Payment	Section 2.1(a)
General Partner Closing Stock Payment	Section 2.1(a)
General Partner Seller	Preamble
Group Interests	Section 4.2(a)
Holdco	Preamble
Holdco Cash Closing Payment	Section 2.1(i)
Holdco Cash Closing Payments	Section 2.1(i)
Holdco Closing Stock Payment	Section 2.1(i)
Holdco Closing Stock Payments	Section 2.1(i)
Holdco Financial Statements	Section 3.4(f)
Holdco Owned Interests	Section 3.4(d)
Holdco 1 Sellers	Preamble
Holdco 2 Sellers	Preamble
Holdco Sellers	Preamble
Holdcos	Preamble
Indemnified Parties	Section 6.6(a)
Indemnified Party	Section 6.6(a)

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Indemnifying Party	Section 10.4(b)
Indemnatee	Section 10.4(b)
Insurance Policies	Section 4.21
Intended Merger Tax Treatment	Recitals
IPR Proceeding	Section 4.20(d)
Leased Real Property	Section 4.10(b)
Leases	Section 4.10(b)
Liabilities	Section 4.7
Lock-Up Agreement	Recitals
Losses	Section 10.2(a)
Management/Performance Fee Revenue	Section 2.11(k)(ix)
Merged Holdco Cash Closing Payments	Section 2.1(c)
Merged Holdco Closing Stock Payments	Section 2.1(c)
Merged Holdcos	Preamble
Merged Holdco Seller	Preamble
Merger 1	Recitals
Merger 2	Recitals
Merger Sub 1	Preamble
Merger Sub 2	Preamble
Merger Subs	Preamble
Mergers	Recitals
MGP	Preamble
MGP Certificate of Merger	Section 2.3(a)
MGP Excluded Shares	Section 2.1(a)
MGP Merged Holdco Cash Closing Payment	Section 2.1(a)
MGP Merged Holdco Closing Stock Payment	Section 2.1(a)
MGP Restated Charter	Section 2.1(a)
MGP Shares	Recitals
MGP Surviving Bylaws	Section 2.1(a)
MGP Surviving Corporation	Section 2.1(a)
Minority Sellers	Preamble
Non-Disputed Earnout Amount	Section 2.11(d)
Non-Recourse Parties	Section 11.12
Objection Notice	Section 2.4(d)
OFAC	Section 4.14(t)
OHA Centre Street	Preamble
OHA Centre Street LimPar	Preamble
OHA ESC	Preamble
OHA Global GenPar	Preamble
OHA Global PE GenPar	Preamble
OHA Partner Global Co-Investment II	Preamble

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Partnership	Preamble
Partnership Distribution Statement	Section 2.10(a)
Partnership Final Statement	Section 2.4(d)
Partnership Minority Cash Closing Payment	Section 2.1(e)
Partnership Minority Closing Stock Payments	Section 2.1(e)
Pass-Through Tax Contest	Section 6.13(e)(iv)
Paul, Weiss	Section 2.2
Payoff Letters	Section 6.14
Permits	Section 4.14(b)
Plan	Section 4.19(a)
Plans	Section 4.19(a)
Post-Closing Adjustment Statement	Section 2.4(c)
Post-Closing CLO Adjustment Amount	Section 2.8(c)
Post-Closing Co-Investment Adjustment Amount	Section 2.6(c)
Proposed Earnout Amount	Section 2.11(b)
Proposed Revenue Amount	Section 2.11(b)
PTCE	Section 4.15(i)
Purchased Co-Investment Interests	Recitals
Purchased General Partner Interests	Recitals
Purchased Holdco Interests	Recitals
Purchased Partnership Minority Interests	Recitals
Purchased SPV Interests	Recitals
Related Party Agreement	Section 4.13(a)
Restricted Period	Section 6.21(a)
Restricted Person	Section 6.21(a)
Reporting Documents	Section 5.9(a)
Revenue Percentage	Section 2.11(k)(x)
S Corporation	Section 3.4(i)(xv)
SDN List	Section 4.14(t)
Seller Fundamental Representations	Section 10.1
Seller Indemnitees	Section 10.2(c)
Seller Parties	Section 6.7(a)
Seller Released Claims	Section 6.16
Seller Releasing Parties	Section 6.16
Seller Representative	Preamble
Seller Representative Parties	Section 11.13(g)
Sellers	Preamble
Shares	Section 2.3(g)(i)
Sold Holdco Sellers	Preamble
Sold Holdcos	Preamble
SPV Cash Closing Payment	Section 2.1(f)

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SPV Cash Closing Payments	Section 2.1(f)
SPV Closing Stock Payment	Section 2.1(f)
SPV Closing Stock Payments	Section 2.1(f)
SPV Distribution Statement	Section 2.10(b)
SPV Fee Income Distributions	Section 2.10(b)
SPV Sellers	Preamble
SPVs	Preamble
Straddle Period	Section 6.13(a)(iv)
Target Cumulative Revenue	Section 2.11(k)(xii)
Target Cumulative Revenue 1	Section 2.11(k)(xiii)
Target Cumulative Revenue 2	Section 2.11(k)(xiv)
Target Cumulative Revenue 3	Section 2.11(k)(xv)
Target Cut-off Cumulative Revenue	Section 2.11(k)(xvi)
Tax Benefit	Section 10.3(f)
Termination Date	Section 9.1(e)
Third Party Claim	Section 10.4(c)
Transaction Advisors	Section 6.7(a)
Transaction Expenses Estimate	Section 2.4(a)
Transaction Tax Deductions	Section 6.13(d)(iv)
Trigger Event	Section 2.11(k)(xvii)
Wafra Holdco Seller	Preamble
WHB Inc	Preamble
WHB Certificate of Merger	Section 2.3(a)
WHB Excluded Shares	Section 2.1(a)
WHB Merged Holdco Cash Closing Payment	Section 2.1(c)
WHB Merged Holdco Closing Stock Payment	Section 2.1(c)
WHB Restated Charter	Section 2.1(c)
WHB Shares	Recitals
WHB Surviving Bylaws	Section 2.1(c)
WHB Surviving Corporation	Section 2.1(c)
Working Capital Estimate	Section 2.4(a)
Written Consent	Recitals
WSI	Preamble
WSI (S)	Preamble

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## ARTICLE II

### MERGER, PURCHASE AND SALE

Section 2.1 Merger, Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing (it being understood and agreed that (x) the actions set forth in clause (a) shall take place immediately prior to the actions contemplated by clauses (b) and (c), (y) the actions set forth in clauses (b) and (c) shall take place immediately prior to the actions contemplated by clause (d) and (z) the actions set forth in clause (d) shall take place immediately prior to the actions contemplated by the other clauses of this Section 2.1):

(a) Purchased General Partner Interests. Each General Partner Seller shall sell, assign, transfer and convey to Buyer 2, and Buyer 2 shall purchase, acquire and accept from such General Partner Seller, the Purchased General Partner Interests, which constitute all of the interests such General Partner Seller owns in the General Partner, free and clear of all Encumbrances, other than Specified Permitted Encumbrances, in exchange for (i) an amount equal to (A) such General Partner Seller's Cash Percentage of such General Partner Seller's Pro Rata Percentage of the Estimated Consideration plus (B) such General Partner Seller's Contributed Amount (if any), plus (C) such General Partner Seller's Cash Percentage of such General Partner Seller's Pro Rata Percentage of the Estimated CLO Purchase Price, plus (D) for any General Partner Seller set forth on Annex A-11, such General Partner Seller's Incremental Payment Percentage of the Incremental Restructuring Closing Payment (each, a "General Partner Cash Closing Payment"), (ii) the amounts payable to such General Partner Seller in accordance with Section 2.4, Section 2.8 and Section 2.10(a), (iii) an amount equal to such General Partner Seller's Earnout Percentage of each Final Earnout Amount (if any) to be paid in accordance with Section 2.11 (as may be reduced in accordance with Section 2.11(o), if applicable), and (iv) the issuance to such General Partner Seller of Buyer Stock equal to (A) (1) such General Partner Seller's Stock Percentage of the General Partner Seller's Pro Rata Percentage of the Estimated Consideration, plus (2) such General Partner Seller's Stock Percentage of such General Partner Seller's Pro Rata Percentage of the Estimated CLO Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in any applicable Lock-Up Agreement (each, a "General Partner Closing Stock Payment");

(b) Merger 1A. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, (a) Merger Sub 1 shall be merged with and into MGP, (b) the separate corporate existence of Merger Sub 1 shall cease and MGP shall continue its corporate existence under Delaware law as the surviving corporation in Merger 1A (the "MGP Surviving Corporation") and (c) the MGP Surviving Corporation shall become a wholly-owned subsidiary of Buyer 1. At the Effective Time, Merger 1A shall have the effects set forth in this Agreement and the applicable provisions of the DGCL, including Section 259. At the Effective Time, the certificate of incorporation of MGP in effect immediately prior to the Effective Time shall be the certificate of incorporation of the MGP Surviving Corporation (the "MGP Restated Charter") until, subject to Section 6.6 (Officer and Director Indemnification and Insurance), duly amended or repealed in accordance with the provisions thereof and of applicable Law. The bylaws of Merger Sub 1 in effect immediately prior to the Effective Time shall be the bylaws of the MGP Surviving Corporation (the "MGP Surviving Bylaws") from and after the Effective Time until, subject to Section 6.6 (Officer and Director Indemnification and Insurance), duly amended or repealed in accordance with the provisions thereof and of the MGP Restated Charter and applicable Law, except that all references therein to Merger Sub 1 shall be automatically amended and shall become

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references to the MGP Surviving Corporation. The Parties shall take all necessary action so that the directors of Merger Sub 1 immediately prior to the Effective Time shall be, from and after the Effective Time, the only directors of the MGP Surviving Corporation until their successors are duly elected and qualified or until their earlier death, resignation or removal in accordance with the MGP Restated Charter, the MGP Surviving Bylaws and the DGCL. The officers of Merger Sub 1 immediately prior to the Effective Time shall be, from and after the Effective Time, the officers of the MGP Surviving Corporation until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the MGP Restated Charter, the MGP Surviving Bylaws and the DGCL. At the Effective Time, by virtue of Merger 1 and without any action on the part of Buyer 1, Merger Sub 1, MGP or the holders of any equity securities of Merger Sub 1 or MGP: (a) each share of common stock, par value \$0.01 per share, of Merger Sub 1 issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and non-assessable share of common stock, par value \$0.01 per share, of the MGP Surviving Corporation, (b) each MGP Share owned by Buyer 1, Merger Sub 1 or MGP or any other direct or indirect wholly owned Subsidiary thereof, in each case as of immediately prior to the Effective Time (collectively, the “MGP Excluded Shares”), shall be cancelled and cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor, and (c) except for the MGP Excluded Shares, each MGP Share that is issued and outstanding immediately prior to the Effective Time shall be converted into a right to receive (i) amounts equal to (A) such Holdco 1 Seller’s Cash Percentage of such Holdco 1 Seller’s Pro Rata Percentage of the Estimated Consideration plus (B) such Holdco 1 Seller’s Contributed Amount (if any), plus (C) such Holdco 1 Seller’s Cash Percentage of such Holdco 1 Seller’s Pro Rata Percentage of the Estimated CLO Purchase Price, plus (D) such Holdco 1 Seller’s Incremental Payment Percentage of the Incremental Restructuring Closing Payment (the “MGP Merged Holdco Cash Closing Payment”), (ii) the amounts payable to such Holdco 1 Seller in accordance with Section 2.4, Section 2.8 and Section 2.10(a), and (iii) issuance to such Holdco 1 Seller of a number of shares of Buyer Stock equal to (A) (1) such Holdco 1 Seller’s Stock Percentage of such Holdco 1 Seller’s Pro Rata Percentage of the Estimated Consideration, plus (2) such Holdco 1 Seller’s Stock Percentage of such Holdco 1 Seller’s Pro Rata Percentage of the Estimated CLO Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in the applicable Lock-Up Agreement (the “MGP Merged Holdco Closing Stock Payment”).

(c) Merger 1B. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Effective Time, (a) Merger Sub 2 shall be merged with and into WHB Inc., (b) the separate corporate existence of Merger Sub 2 shall cease and WHB Inc shall continue its corporate existence under Delaware law as the surviving corporation in Merger 1B (the “WHB Surviving Corporation”) and (c) the WHB Surviving Corporation shall become a wholly-owned subsidiary of Buyer 1. At the Effective Time, Merger 1B shall have the effects set forth in this Agreement and the applicable provisions of the DGCL, including Section 259. At the Effective Time, the certificate of incorporation of WHB Inc in effect immediately prior to the Effective Time shall be the certificate of incorporation of the WHB Surviving Corporation (the “WHB Restated Charter”) until, subject to Section 6.6 (Officer and Director Indemnification and Insurance), duly amended or repealed in accordance with the provisions thereof and of applicable Law. The bylaws of Merger Sub 2 in effect immediately prior to the Effective Time shall be the bylaws of the WHB Surviving Corporation (the “WHB Surviving Bylaws”) from and after the Effective Time until, subject to Section 6.6 (Officer and Director Indemnification and Insurance), duly amended or repealed in accordance with the provisions thereof and of the WHB Restated Charter and applicable Law, except that all references therein to Merger Sub 2 shall be

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automatically amended and shall become references to the WHB Surviving Corporation. The Parties shall take all necessary action so that the directors of Merger Sub 2 immediately prior to the Effective Time shall be, from and after the Effective Time, the only directors of the WHB Surviving Corporation until their successors are duly elected and qualified or until their earlier death, resignation or removal in accordance with the WHB Restated Charter, the WHB Surviving Bylaws and the DGCL. The officers of Merger Sub 2 immediately prior to the Effective Time shall be, from and after the Effective Time, the officers of the WHB Surviving Corporation until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the WHB Restated Charter, the WHB Surviving Bylaws and the DGCL. At the Effective Time, by virtue of Merger 2 and without any action on the part of Buyer 1, Merger Sub 2, WHB Inc or the holders of any equity securities of Merger Sub 2 or WHB Inc: (a) each share of common stock, par value \$0.01 per share, of Merger Sub 2 issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and non-assessable share of common stock, par value \$0.01 per share, of the WHB Surviving Corporation, (b) each WHB Share owned by Buyer 1, Merger Sub 2 or WHB Inc. or any other direct or indirect wholly owned Subsidiary thereof, in each case as of immediately prior to the Effective Time (collectively, the “WHB Excluded Shares”), shall be cancelled and cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor, and (c) except for the WHB Excluded Shares, each WHB Share that is issued and outstanding immediately prior to the Effective Time shall be converted into a right to receive (i) amounts equal to (A) such Holdco 2 Seller’s Cash Percentage of such Holdco 2 Seller’s Pro Rata Percentage of the Estimated Consideration plus (B) such Holdco 2 Seller’s Contributed Amount (if any), plus (C) such Holdco 2 Seller’s Cash Percentage of such Holdco 2 Seller’s Pro Rata Percentage of the Estimated CLO Purchase Price, plus (D) such Holdco 2 Seller’s Incremental Payment Percentage of the Incremental Restructuring Closing Payment (the “WHB Merged Holdco Cash Closing Payment” and together with the MGP Merged Holdco Cash Closing Payment, the “Merged Holdco Cash Closing Payments”), (ii) the amounts payable to such Holdco 2 Seller in accordance with Section 2.4, Section 2.8 and Section 2.10(a), and (iii) issuance to such Holdco 2 Seller of a number of shares of Buyer Stock equal to (A) (1) such Holdco 2 Seller’s Stock Percentage of such Holdco 2 Seller’s Pro Rata Percentage of the Estimated Consideration, plus (2) such Holdco 2 Seller’s Stock Percentage of such Holdco 2 Seller’s Pro Rata Percentage of the Estimated CLO Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in the applicable Lock-Up Agreement (the “WHB Merged Holdco Closing Stock Payment” and together with the MGP Merged Holdco Closing Stock Payment, the “Merged Holdco Closing Stock Payments”).

(d) Merger 2. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL and the DLLCA, at the Second Merger Effective Time, (a) each of the MGP Surviving Corporation and the WHB Surviving Corporation shall be merged with and into Merger Sub 3, (b) the separate corporate existence of each of the MGP Surviving Corporation and the WHB Surviving Corporation shall cease and Merger Sub 3 shall continue its limited liability company existence under Delaware law as the surviving company in Merger 2 (the “Surviving Company”) and (c) the Surviving Company shall continue as a wholly-owned subsidiary of Buyer 1. At the Second Merger Effective Time, Merger 2 shall have the effects set forth in this Agreement and the applicable provisions of the DGCL and DLLCA, including Section 259 and Section 18-209, respectively. At the Second Merger Effective Time, the certificate of the formation of Merger Sub 3 (the “Surviving Company Certificate”) shall be the certificate of formation of the Surviving Company and the limited liability company agreement of Merger Sub 3 (the “Surviving Company LLC”).

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shall be the limited liability agreement of the Surviving Company until, subject to Section 6.6 (Officer and Director Indemnification and Insurance), duly amended or repealed in accordance with the provisions thereof the Surviving Company Certificate, the Surviving Company LLCA and applicable Law. The Parties shall take all necessary action so that the managers of the Merger Sub 3 immediately prior to the Second Merger Effective Time shall be, from and after the Second Merger Effective Time, the only directors or managers of the Surviving Company until their successors are duly elected and qualified or until their earlier death, resignation or removal in accordance with the Surviving Company Certificate, the Surviving Company LLCA and the DLLCA. The officers of Merger Sub 3 immediately prior to the Second Merger Effective Time shall be, from and after the Second Merger Effective Time, the officers of the Surviving Company until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Company Certificate, the Surviving Company LLCA and the DLLCA. At the Second Merger Effective Time, by virtue of the Second Merger and without any action on the part of Buyer 1, WHB Surviving Corporation, MGC Surviving Corporation, Merger Sub 3 or the holders of any equity securities of WHB Surviving Corporation, MGC Surviving Corporation or Merger Sub 3: (a) each limited liability company interest of Merger Sub 3 issued and outstanding immediately prior to the Second Merger Effective Time shall be converted into one limited liability company interest of the Surviving Company, (b) each WHB Surviving Corporation Share shall be cancelled and cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor, and (c) each MGP Surviving Corporation Share shall be cancelled and cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefor.

(e) Purchased Partnership Minority Interests. Each Minority Seller shall sell, assign, transfer and conveys to Buyer 2, and Buyer 2 shall purchase, acquire and accept from such Minority Seller, the Purchased Partnership Minority Interests, which constitute all of the interests such Minority Seller owns in the Partnership, free and clear of all Encumbrances, other than Specified Permitted Encumbrances, in exchange for (i) an amount equal to (A) such Minority Seller's Cash Percentage of such Minority Seller's Pro Rata Percentage of the Estimated Consideration, plus (B) such Minority Seller's Contributed Amount (if any), plus (C) such Minority Seller's Cash Percentage of such Minority Seller's Pro Rata Percentage of the Estimated CLO Purchase Price (each, a "Partnership Minority Cash Closing Payment") and, collectively, the "Partnership Minority Cash Closing Payments"), (ii) the amounts payable to such Minority Seller in accordance with Section 2.4, Section 2.8 and Section 2.10(a), (iii) an amount equal to such Minority Seller's Earnout Percentage of each Final Earnout Amount (if any) to be in accordance with Section 2.11 (as may be reduced in accordance with Section 2.11(o), if applicable), and (iv) the issuance to such Minority Seller of a number of shares of Buyer Stock equal to (A) (1) such Minority Seller's Stock Percentage of such Minority Seller's Pro Rata Percentage of the Estimated Consideration, plus (2) such Minority Seller's Stock Percentage of such Minority Seller's Pro Rata Percentage of the Estimated CLO Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in any applicable Lock-Up Agreement (each, a "Partnership Minority Closing Stock Payment") and, collectively, the "Partnership Minority Closing Stock Payments");

(f) Purchased OHA GenPar Principal Investors Interests. Each OHA GenPar Principal Investors Seller shall sell, assign, transfer and conveys to Buyer 2, and Buyer 2 shall purchase, acquire and accept from such Minority Seller, the Purchased OHA GenPar Principal Investors Interests, which constitute all of the interests such OHA GenPar Principal Investors Seller owns in OHA GenPar Principal Investors, free and clear of all Encumbrances, other than Specified Permitted Encumbrances, in exchange for

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(i) an amount equal to (A) such OHA GenPar Principal Investors Seller's Cash Percentage of such OHA GenPar Principal Investors Seller's Pro Rata Percentage of the Estimated Consideration, plus (B) such OHA GenPar Principal Investors Seller's Contributed Amount (if any), plus (C) such OHA GenPar Principal Investors Seller's Cash Percentage of such Minority Seller's Pro Rata Percentage of the Estimated CLO Purchase Price (each, a "OHA GenPar Principal Investors Cash Closing Payment") and, collectively, the "Partnership Minority Cash Closing Payments"), (ii) the amounts payable to such OHA GenPar Principal Investors Seller in accordance with Section 2.4, Section 2.8 and Section 2.10(a), (iii) an amount equal to such OHA GenPar Principal Investors Seller's Earnout Percentage of each Final Earnout Amount (if any) to be in accordance with Section 2.11 (as may be reduced in accordance with Section 2.11(o), if applicable), and (iv) the issuance to such OHA GenPar Principal Investors Seller of a number of shares of Buyer Stock equal to (A) (1) such OHA GenPar Principal Investors Seller's Stock Percentage of such OHA GenPar Principal Investors Seller's Pro Rata Percentage of the Estimated Consideration, plus (2) such OHA GenPar Principal Investors Seller's Stock Percentage of such OHA GenPar Principal Investors Seller's Pro Rata Percentage of the Estimated CLO Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in any applicable Lock-Up Agreement (each, a "OHA GenPar Principal Investors Closing Stock Payment") and, collectively, the "OHA GenPar Principal Investors Closing Stock Payments");

(g) Purchased SPV Interests. Each SPV Seller shall sell, assign, transfer and convey to Buyer 2, and Buyer 2 shall purchase, acquire and accept from such SPV Seller, the Purchased SPV Interests held by such SPV Seller as set forth on Annex A-1, free and clear of all Encumbrances, other than Specified Permitted Encumbrances, in exchange for (i) an amount equal to (A) such SPV Seller's Cash Percentage of such SPV Seller's Pro Rata Percentage of the Estimated Consideration plus (B) such SPV Seller's Contributed Amount (if any) (each, a "SPV Cash Closing Payment") and, collectively, the "SPV Cash Closing Payments"), (ii) the amounts payable to such SPV Seller in accordance with Section 2.10(b), (iii) an amount equal to such SPV Seller's Earnout Percentage of each Final Earnout Amount (if any) to be paid in accordance with Section 2.11 (as may be reduced in accordance with Section 2.11(o), if applicable), and (iv) the issuance to such SVP Seller of a number of shares of Buyer Stock equal to (A) such SPV Seller's Stock Percentage of such SPV Seller's Pro Rata Percentage of the Estimated Consideration, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in any applicable Lock-Up Agreement (each, a "SPV Closing Stock Payment") and, collectively, the "SPV Closing Stock Payments");

(h) Purchased Co-Investment Interests. Each Co-Investment Seller shall sell, assign, transfer and conveys to Buyer 2, and Buyer 2 shall purchase, acquire and accept from such Co-Investment Seller, the Purchased Co-Investment Interests held by such Co-Investment Seller as set forth on Annex A-2, free and clear of all Encumbrances, other than Specified Permitted Encumbrances, pursuant to and in accordance with the applicable Assignment Agreements, in exchange for (i) an amount equal to such Co-Investment Seller's Cash Percentage of such Co-Investment Seller's Co-Investment Percentage of the Estimated Co-Investment Purchase Price (each, a "Co-Investment Cash Closing Payment") and, collectively, the "Co-Investment Cash Closing Payments"), (ii) the amounts payable to such Co-Investment Seller in accordance with Section 2.4, Section 2.6 and Section 2.10(a), (iii) an amount equal to such Co-Investment Seller's Earnout Percentage of each Final Earnout Amount (if any) to be paid in accordance with Section 2.11 (as may be reduced in accordance with Section 2.11(o), if applicable), and (iv) issuance to such Co-Investment Seller of a number of shares of

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Buyer Stock equal to (A) such Co-Investment Seller's Stock Percentage of such Co-Investment Seller's Co-Investment Percentage of the Estimated Co-Investment Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in any applicable Lock-Up Agreement (each, a "Co-Investment Closing Stock Payment") and, collectively, the "Co-Investment Closing Stock Payments"); and

(i) Purchased Holdco Interests. Each Holdco Seller shall sell, assign, transfer and convey to Buyer 2, and Buyer 2 shall purchase, acquire and accept from such Holdco Seller, the Purchased Holdco Interests owned by such Holdco Seller, which constitute all of the interests in each Sold Holdco each Holdco Seller owns in the applicable Sold Holdcos, free and clear of all Encumbrances, other than Specified Permitted Encumbrances, in exchange for (i) amounts equal to (A) such Holdco Seller's Cash Percentage of such Holdco Seller's Pro Rata Percentage of the Estimated Consideration plus (B) such Holdco Seller's Contributed Amount (if any), plus (C) such Holdco Seller's Cash Percentage of such Holdco Seller's Pro Rata Percentage of the Estimated CLO Purchase Price (each, a "Holdco Cash Closing Payment") and, collectively, the "Holdco Cash Closing Payments"), (ii) the amounts payable to such Holdco Seller in accordance with Section 2.4, Section 2.8 and Section 2.10(a), (iii) an amount equal to such Holdco Seller's Earnout Percentage of each Final Earnout Amount (if any) to be paid in accordance with Section 2.11, and (iv) issuance to such Holdco Seller of a number of shares of Buyer Stock equal to (A) (1) such Holdco Seller's Stock Percentage of such Holdco Seller's Pro Rata Percentage of the Estimated Consideration, plus (2) such Holdco Seller's Stock Percentage of such Holdco Seller's Pro Rata Percentage of the Estimated CLO Purchase Price, divided by (B) the Stock Price, free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in any applicable Lock-Up Agreement (each, a "Holdco Closing Stock Payment") and, collectively, the "Holdco Closing Stock Payments").

(j) Notwithstanding anything to the contrary herein, any amounts that reduce the proceeds any Seller is to receive hereunder at Closing as a result of a loan payable to the Partnership that is being terminated at Closing pursuant to Section 2.3(g)(v) (the "Loan Termination Proceeds") shall be reallocated among the Sellers in accordance with their respective Pro Rata Percentages.

Section 2.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the sale of the Purchased Interests (the "Closing") shall take place at 10:00 a.m. local time on the second (2<sup>nd</sup>) Business Day after the date that all of the conditions to the Closing set forth in Article VII (Conditions Precedent to Obligations of Buyers and Merger Subs) and Article VIII (Conditions Precedent to Obligations of the Sellers and the Companies) (other than those conditions which, by their terms, are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions) shall have been satisfied or waived by the party entitled to waive the same, or at such other time, place and date that the Sellers and Buyers may agree in writing simultaneously with the execution and delivery of this Agreement by the Parties at either (x) the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul, Weiss"), 1285 Avenue of the Americas, New York, New York 10019-6064, or (y) by teleconference or through electronic exchange of transaction documents in portable document format by facsimile or electronic mail (the date the Closing takes place, the "Closing Date"); provided, that, notwithstanding the satisfaction or waiver of the conditions set forth in ARTICLE VII (other than those conditions which, by their terms, are to be satisfied or waived at the Closing), if the Buyers have notified the Seller Representative in writing that it has received a DOJ/FTC Letter (such notice, the "DOJ/FTC Letter Extension Notice"), then the Buyers shall not be required to effect the Closing until the earlier of (a) the thirtieth

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(30<sup>th</sup>) day after the expiration of the thirty (30) day statutory waiting period applicable under the HSR Act (not from the date of receipt of the DOJ/FTC Letter) and (b) such other date, time or place as agreed to in writing by Buyers and the Seller Representative (such period from the date of the expiration of the thirty (30) day statutory waiting period under the HSR Act through the Closing, the “Delay Period”); provided, that all of the conditions set forth in ARTICLE VII are satisfied or waived on such date (other than those conditions which, by their terms, are to be satisfied or waived at the Closing, but subject to the satisfaction or waiver of such conditions).

Section 2.3 Deliveries at Closing. At the Closing:

(a) Merger Deliverables. Buyer 1 and MGP shall cause a certificate of merger substantially in the form of Exhibit E hereto (the “MGP Certificate of Merger”) to be executed, signed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL and make all other filings or recordings required by Delaware law in order to effect Merger 1A. Buyer 1 and WHB shall cause a certificate of merger substantially in the form of Exhibit F hereto (the “WHB Certificate of Merger”) to be executed, signed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL and make all other filings or recordings required by Delaware law in order to effect Merger 1B. Buyer 1 and Merger Sub 3 shall cause a certificate of merger substantially in form of Exhibit G hereto (the “MGP/WHB Certificate of Merger”, and together with the MGP Certificate of Merger and the WHB Certificate of Merger, the “Certificates of Merger”) to be executed, signed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL, Section 18-209 of the DLLCA and make all other filings or recordings required by Delaware law in order to effect Merger 2. Each Merger shall become effective when the applicable Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such other subsequent date or time as Buyer 1 and MGP or WHB, as applicable, may agree and specify in the applicable Certificate of Merger in accordance with the DGCL (the “Effective Time”). The effective time of Second Step Merger shall be immediately after the Effective Time (the “Second Merger Effective Time”).

(b) Closing Cash Payments.

(i) Buyer 1 shall pay, or cause to be paid, each Merged Holdco Cash Closing Payment to each respective Merged Holdco Seller by wire transfer of immediately available funds to the account designated by each respective Merged Holdco Seller on Annex A-3 hereto.

(ii) Buyer 2 shall pay, or cause to be paid, the General Partner Cash Closing Payment to General Partner Seller by wire transfer of immediately available funds to the account designated by General Partner Seller on Annex A-3 hereto.

(iii) Buyer 2 shall pay, or cause to be paid, each Partnership Minority Cash Closing Payment to each respective Minority Seller by wire transfer of immediately available funds to the account designated by each respective Minority Seller on Annex A-3 hereto.

(iv) Buyer 2 shall pay, or cause to be paid, each OHA GenPar Principal Investors Cash Closing Payment to each respective OHA GenPar Principal Investors Seller by wire transfer of immediately available funds to the account designated by each respective OHA GenPar Principal Investors Seller on Annex A-3 hereto.

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(v) Buyer 2 shall pay, or cause to be paid, each SPV Cash Closing Payment to each respective SPV Seller by wire transfer of immediately available funds to the account designated by each respective SPV Seller on Annex A-3 hereto.

(vi) Buyer 2 shall pay, or cause to be paid, each Co-Investment Cash Closing Payment to each respective Co-Investment Seller by wire transfer of immediately available funds to the account designated by each respective Co-Investment Seller on Annex A-3 hereto.

(vii) Buyer 2 shall pay, or cause to be paid, each Holdco Cash Closing Payment to each respective Sold Holdco Seller by wire transfer of immediately available funds to the account designated by each respective Sold Holdco Seller on Annex A-3 hereto.

(c) Closing Stock Payments.

(i) Buyer 1 shall issue, or cause to be issued, to each Merged Holdco Seller or its designee(s) its respective Merged Holdco Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 1's election.

(ii) Buyer 1 shall issue, or cause to be issued, to the General Partner Seller or its designee(s) the General Partner Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 1's election.

(iii) Buyer 1 shall issue, or cause to be issued, to each Minority Seller or its designee(s) its respective Partnership Minority Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 1's election.

(iv) Buyer 1 shall issue, or cause to be issued, to each OHA Principal Investors Seller or its designee(s) its respective OHA Principal Investors Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 1's election.

(v) Buyer 2 shall issue, or cause to be issued, to each SPV Seller or its designee(s) its respective SPV Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 2's election.

(vi) Buyer 2 shall issue, or cause to be issued, to each Co-Investment Seller its respective Co-Investment Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 2's election.

(vii) Buyer 1 shall issue, or cause to be issued, to each applicable Sold Holdco Seller or its designee(s) its respective Holdco Closing Stock Payment, which may be represented by one or more certificates or may be uncertificated, at Buyer 1's election.

(d) Escrow Deliverables.

(i) Buyers shall deliver to the Adjustment Escrow Agent, by wire transfer of immediately available funds to such bank account(s) designated in writing by the Adjustment Escrow Agent (such designation to be made at least two (2) Business Days prior to the Closing Date), (A) the Adjustment Escrow Amount for

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deposit in the Adjustment Escrow Account and (B) the Co-Investment Adjustment Escrow Amount for deposit in the Co-Investment Adjustment Escrow Account and (C) the CLO Adjustment Escrow Amount for deposit in the CLO Adjustment Escrow Account.

(ii) Buyers shall deliver to the Seller Representative and the Adjustment Escrow Agent an executed copy of the Adjustment Escrow Agreement, duly executed by Buyers.

(iii) Seller Representative shall deliver to Buyers and the Adjustment Escrow Agent an executed copy of the Adjustment Escrow Agreement, duly executed by the Seller Representative and the Adjustment Escrow Agent.

(e) Payoff Deliverables.

(i) Seller Representative shall deliver the executed Payoff Letters to Buyers, each of which shall be in a form reasonably satisfactory to Buyers.

(ii) Buyers shall pay, or shall cause to be paid, by wire transfer of immediately available funds, the amount of the Closing Indebtedness to each applicable recipient thereof in accordance with the Payoff Letters.

(f) Other Payment Deliverables.

(i) Buyers shall pay, or shall cause to be paid, by wire transfer of immediately available funds to such bank account(s) designated in writing by each Person to whom any portion of the Transaction Expenses is owed (such designation to be made at least two (2) Business Days prior to the Closing Date), an amount in cash equal to the portion of the Transaction Expenses owing to such Person.

(ii) Buyers shall deliver to the Seller Representative, by wire transfer of immediately available funds to such bank account(s) designated in writing by the Seller Representative (such designation to be made at least two (2) Business Days prior to the Closing Date), an amount in cash equal to the Seller Representative Reserve Amount.

(g) Document Deliverables.

(i) Any OHA Senior Partner and their Affiliates to be issued shares of Buyer Stock pursuant to this Section 2.3 (the “Shares”) shall deliver, or cause to be delivered, to the applicable Buyer a duly executed copy of a Lock-Up Agreement.

(ii) The Partnership, the General Partner, WSI Otter Investments LLC, FW and Sellers shall execute and deliver, and the Partnership and the General Partner shall cause the other parties to the Existing Relationship Agreement (other than WSI Otter Investments LLC, FW and Sellers) to execute and deliver, a termination agreement, in form and substance reasonably satisfactory to the Seller Representative and Buyers, terminating the Existing Relationship Agreement effective as of the Closing, which termination agreement shall include, among other things, an acknowledgement by all the parties thereto that all payments required to be made thereunder by all the parties thereto and their Subsidiaries or Affiliates have been made or satisfied and that none of WSI OHA Investments LLC, FW, Sellers or any of their Subsidiaries or Affiliates shall have any further or continuing obligations or liabilities thereunder; provided, that, notwithstanding the foregoing, the parties agree that (i) certain

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non-monetary obligations, including with respect to the use of a party's name and non-disparagement of certain parties and (ii) certain other obligations with respect to special purpose acquisition companies (SPACs), shall remain in effect following the Closing pursuant to a side letter to be executed by the relevant parties in a form reasonably acceptable to Buyers.

(iii) (x) Each Seller (other than Wafra Holdco Seller) shall deliver to Buyers a duly completed and properly executed Internal Revenue Service Form W-9 or applicable Internal Revenue Service Form W-8 and (y) WSI shall deliver a certificate of WSI, in a form reasonably satisfactory to Buyers and dated as of the Closing Date, certifying that an interest in the Company is not a United States real property interest within the meaning of Section 897 of the Code.

(iv) The Sellers shall deliver, or cause to be delivered, to Buyers a certificate, duly executed by a senior executive officer of the Partnership, certifying to Sellers' calculation of the Consenting Client AUM obtained as of the Closing Date.

(v) The Sellers shall deliver, or cause to be delivered, to Buyers evidence of the termination of each Related Party Agreement other than those Related Party Agreements set forth on Schedule 2.3(g)(xii).

(h) Assignment Agreement Deliverables.

(i) (A) General Partner Seller shall execute and deliver to Buyer 2 an Assignment Agreement for General Partner in which General Partner owns Purchased General Partner Interests, and constituting all of the interests it owns in the Partnership, and (B) Buyer 2 shall execute and deliver to General Partner Seller an Assignment Agreement for General Partner in which General Partner owns Purchased General Partner Interests, and constituting all of the interests it owns in the Partnership, evidencing the transfer of General Partner Seller's Purchased General Partner Interests in General Partner, and constituting all of the interests it owns in the Partnership, to Buyer 2.

(ii) (A) each Minority Seller shall execute and deliver to Buyer 2 an Assignment Agreement for the Purchased Partnership Minority Interests that such Minority Seller owns in the Partnership, and (B) Buyer 2 shall execute and deliver to each Minority Seller an Assignment Agreement for the Purchased Partnership Minority Interests that such Minority Seller owns in the Partnership, evidencing the transfer of Purchased Partnership Minority Interests that such Minority Seller owns in the Partnership to Buyer 2.

(iii) (A) each OHA GenPar Principal Investors Seller shall execute and deliver to Buyer 2 an Assignment Agreement for the Purchased OHA GenPar Principal Investors Interests that such OHA GenPar Principal Investors Seller owns in the OHA GenPar Principal Investors, and (B) Buyer 2 shall execute and deliver to each OHA GenPar Principal Investors Seller an Assignment Agreement for the Purchased OHA GenPar Principal Investors Interests that such Minority Seller owns in the Partnership, evidencing the transfer of Purchased OHA GenPar Principal Investors Interests that such OHA GenPar Principal Investors Seller owns in the OHA GenPar Principal Investors to Buyer 2.

(iv) (A) each SPV Seller shall execute and deliver to Buyer 2 an Assignment Agreement for each SPV in such SPV Seller owns Purchased SPV Interests,

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and (B) Buyer 2 shall execute and deliver to each SPV Seller an Assignment Agreement for each such SPV in which such SPV Seller owns Purchased SPV Interests, evidencing the transfer of such SPV Seller's Purchased SPV Interests in each such SPV to Buyer 2.

(v) (A) each Co-Investment Seller shall execute and deliver to Buyer 2 an Assignment Agreement for each Co-Investment Entity in which such Co-Investment Seller owns Purchased Co-Investment Interests, and (B) Buyer 2 shall execute and deliver to each Co-Investment Seller an Assignment Agreement for each such Co-Investment Entity in which such Co-Investment Seller owns Purchased Co-Investment Interests, evidencing the transfer of such Co-Investment Seller's Purchased Co-Investment Interests in each such Co-Investment Entity to Buyer 2.

(vi) (A) each Sold Holdco Seller shall execute and deliver to Buyer 2 an Assignment Agreement for the Purchased Holdco Interests that such Sold Holdco Seller owns in each Sold Holdco, and (B) Buyer 2 shall execute and deliver to each Sold Holdco Seller an Assignment Agreement for the Purchased Holdco Interests that such Sold Holdco Seller owns in each Sold Holdco, evidencing the transfer of Purchased Holdco Interests that such Sold Holdco Seller owns in each Sold Holdco to Buyer 2.

#### Section 2.4 Closing Estimate and Post-Closing Adjustment for Consideration.

(a) The Seller Representative shall, no less than three (3) Business Days prior to the Closing Date, prepare and deliver to Buyers (w) a statement (the "Estimated Statement"), setting forth its good faith calculations of the Consideration (the "Estimated Consideration"), prepared in accordance with the definitions thereof, including its calculations of the Closing Indebtedness (the "Closing Indebtedness Estimate"), Closing Working Capital (the "Working Capital Estimate") and the resulting Working Capital Overage or Working Capital Underage, which the Seller Representative has prepared in accordance with the Accounting Principles, Transaction Expenses ("Transaction Expenses Estimate") and the Client Deficit Percentage as of the Closing (the "Estimated Client Deficit Percentage"), along with reasonable supporting documentation, (x) Annex A-3, setting forth the wire instructions for each of the Sellers, (y) Annex A-11, setting forth the Incremental Payment Percentages for each applicable Seller and (x) any modifications to be made to the other Annexes to this Agreement. The Parties acknowledge and agree that the Seller Representative shall not have any liability to any other Party in respect of the Estimated Statement to the extent prepared by the Seller Representative in good faith. From the delivery of the Estimated Statement until the Closing, the Seller Representative and the Sellers shall (i) permit Buyers and their representatives to have reasonable access to the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) of the Seller Representative, the Sellers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities and the SPVs and cooperate with Buyers in seeking to obtain work papers from the Seller Representative, the Sellers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities and the SPVs and their representatives, in each case, to the extent pertaining to or used in connection with the preparation of the Estimated Statement and provide Buyers with copies thereof (as reasonably requested by Buyers) and (ii) provide Buyer reasonable access to the employees and accountants of the Sellers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities and the SPVs as reasonably requested by Buyers for purposes of reviewing, considering, evaluating and negotiating the Estimated Statement; provided, that, in each case, such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of the Seller Representative, the Sellers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO

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Entities or the SPVs and subject to Buyers' and their representatives' execution of customary access letters.

(b) In the event Buyers disagree with the Estimated Statement or any of the components thereof or calculations therein, (i) Buyers shall notify the Seller Representative in writing of such disagreement, setting forth the basis of such disagreement, (ii) the Seller Representative shall consider in good faith Buyers' comments to the Estimated Statement and/or any of the components thereof or calculations therein and (iii) Buyers and the Seller Representative shall negotiate in good faith to resolve any such disagreements prior to the Closing; provided that in no event shall any such disagreement delay the Closing Date. If Buyers and the Seller Representative are unable to resolve any such disagreements prior to the Closing, the Seller Representative's proposed Estimated Statement and the components thereof and calculations contained therein shall control solely for the purposes of the payments to be made at Closing and shall not limit or otherwise affect Buyers' remedies under this Agreement or otherwise or constitute an acknowledgement by Buyers of the accuracy of the Estimated Statement, the components thereof or the calculations therein.

(c) No earlier than ninety (90) days following the Closing and no later than one-hundred twenty (120) days following Closing, Buyers shall prepare and deliver to Seller Representative a statement (the "Post-Closing Adjustment Statement") setting forth their calculation of the Consideration, including their calculation of the Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage as of ninety (90) days following the Closing, in each case calculated in accordance with the Accounting Principles. Buyers shall not amend, supplement or modify the Post-Closing Adjustment Statement following its delivery to Seller Representative.

(d) Following the delivery of the Post-Closing Adjustment Statement until the determination of the Final Consideration, the Buyers and the Companies shall (i) permit Seller Representative and its representatives to have reasonable access to the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) of the Buyers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities and the SPVs and cooperate with Seller Representative in seeking to obtain work papers from the Buyers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities and the SPVs and their representatives, in each case, to the extent pertaining to or used in connection with the preparation of the Post-Closing Adjustment Statement and provide Seller Representative with copies thereof (as reasonably requested by Seller Representative) and (ii) provide Seller Representative reasonable access to the employees and accountants of the Buyers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities and the SPVs as reasonably requested by Seller Representatives for purposes of reviewing, considering, evaluating and negotiating the Post-Closing Adjustment Statement; provided, that, in each case, such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of the Buyers, Holdcos, the Company Group Entities, the Co-Investment Entities, the CLO Entities or the SPVs and subject to Seller Representative's and its representatives' execution of customary access letters. If Seller Representative disagrees with any part of Buyers' calculations of the Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage as set forth on the Post-Closing Adjustment Statement, Seller Representative shall, within thirty (30) days after its receipt of the Post-Closing Adjustment Statement, notify Buyers in writing of such disagreement (an "Objection Notice"). The Objection Notice shall specify with reasonable detail which aspects of the calculation of the Closing

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Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage are being disputed and describe the basis for and amount of such dispute. If Seller Representative does not deliver an Objection Notice within such thirty (30) day period, then the Post-Closing Adjustment Statement shall be conclusive, final and binding on all of the Parties (in such instance, a "Partnership Final Statement").

(e) If an Objection Notice is timely delivered by the Seller Representative to Buyers, then Buyers, on the one hand, and Seller Representative, on the other, shall negotiate in good faith to resolve their disagreements with respect to the computation of the Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage, as applicable, and any such resolution agreed upon in writing shall be conclusive and binding on all of the Parties (in such instance, a "Final Statement"). In the event that Buyers, on the one hand, and Seller Representative, on the other, are unable to resolve all such disagreements within thirty (30) days after Buyers' receipt of such timely delivered Objection Notice, Buyers or Seller Representative, as applicable, may submit such remaining disagreements to the Accounting Expert. For the avoidance of doubt, items and amounts not objected to by Seller Representative shall be deemed resolved and shall not be submitted to the Accounting Expert.

(f) Buyers and Seller Representative shall use commercially reasonable efforts to cause, and shall instruct, the Accounting Expert to resolve all remaining disagreements with respect to the computation of the Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage identified in the Objection Notice as soon as practicable, but in any event shall direct the Accounting Expert to render a determination within thirty (30) days after its retention. The Accounting Expert, acting as an expert and not as an arbitrator (but subject to the privileges and immunities of arbitrators), shall consider only those items and amounts in Buyers' or Seller Representative's respective calculations of the Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage that are identified as being items and amounts to which Buyers, on the one hand, and Seller Representative, on the other, have been unable to agree in writing. For the avoidance of doubt, the Accounting Expert shall not make any other determination with respect to the Post-Closing Adjustment Statement. In resolving any disputed item, the Accounting Expert may not assign a value to any item greater than the greatest value for such item claimed by Buyers, on the one hand, or Seller Representative, on the other, or less than the smallest value for such item claimed by Buyers, on the one hand, or Seller Representative, on the other. The Accounting Expert's determination of the Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage, as applicable, shall be based solely on written materials submitted by Buyers, on the one hand, and Seller Representative, on the other, and their respective representatives (a copy of which shall be delivered to Buyers, on the one hand, or Seller Representative, on the other, as applicable, substantially concurrently with delivery to the Accounting Expert) (i.e., not on independent review) and on the Accounting Principles. The determination of the Accounting Expert shall be conclusive and binding upon the Parties and shall not be subject to appeal or further review (other than with respect to errors in arithmetic calculations) (in such instance, a "Final Statement").

(g) The costs and expenses of the Accounting Expert in determining the Closing Indebtedness, Closing Working Capital and the resulting Working Capital

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Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage, as applicable, shall be borne by Buyers, on the one hand, and Sellers, on the other hand, in inverse proportion as they may prevail on the matters resolved by the Accounting Expert, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute. For example, should the items in dispute total in amount to \$1,000 and the Accounting Expert awards \$600 in favor of Buyers' position, 60% of the costs of its review would be borne by Sellers and 40% of the costs would be borne by Buyers.

(h) The Closing Indebtedness, Closing Working Capital and the resulting Working Capital Overage or Working Capital Underage, Transaction Expenses and the Client Deficit Percentage as set forth on any Final Statement as determined in accordance with this Section 2.4 are the "Final Closing Indebtedness," "Final Working Capital" and the resulting "Final Working Capital Overage" or "Final Working Capital Underage," "Final Transaction Expenses" and "Final Client Deficit Percentage," respectively. For purposes of this Agreement, "Final Consideration" means the adjusted Consideration calculated using the Final Working Capital, Final Closing Indebtedness, Final Transaction Expenses and Final Client Deficit Percentage.

(i) After the Post-Closing Adjustment Statement has become final and binding on the Parties, the following shall occur:

(i) If the Final Consideration is greater than the Estimated Consideration, then (x) Buyers shall, within three (3) Business Days after the determination of the Final Consideration, deliver or caused to be delivered to each Seller (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds, such Seller's Pro Rata Percentage of the amount by which the Final Consideration exceeds the Estimated Consideration, and (y) Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Consideration, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to deliver to each Seller such Seller's Pro Rata Percentage of the Adjustment Escrow Amount, by wire transfer of immediately available funds. The aggregate amount payable by Buyers pursuant to this Section 2.4(i)(i) shall not exceed the Adjustment Escrow Amount other than in respect of positive adjustments to the Estimated Consideration solely arising from Client Consents that are received within ninety (90) days following the Closing.

(ii) If the Final Consideration is less than the Estimated Consideration, then Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Consideration, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to (A) deliver to Buyers from the Adjustment Escrow Account, by wire transfer of immediately available funds to the account or accounts designated in writing by Buyers, an amount equal to the lesser of (x) the amount by which the Estimated Consideration exceeds the Final Consideration and (y) the balance of the Adjustment Escrow Account, and (B) deliver to each Seller such Seller's Pro Rata Percentage of the balance of the Adjustment Escrow Account following the payment in the foregoing clause (A), if any (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds.

(iii) If the Final Consideration is equal to the Estimated Consideration, then Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Consideration, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment

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Escrow Agent to deliver each Seller such Seller's Pro Rata Percentage of the Adjustment Escrow Amount (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds.

(iv) Upon payment of the amounts provided in this Section 2.4(i) (Closing Estimate and Post-Closing Adjustment for Consideration), none of the parties hereto may make or assert any claim against any other Party under this Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration) for any matter included in the Final Working Capital, Final Closing Indebtedness, Final Transaction Expenses, Final Client Deficit Percentage or Final Consideration (other than any action for specific performance of any covenant provided for in Section 2.4). The Adjustment Escrow Account shall be used exclusively to satisfy amounts payable to Buyers, if any, pursuant to this Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration), and shall be the sole recourse for any amounts payable to Buyers pursuant to this Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration) (other than, without duplication, any action for specific performance of any covenant provided for in Section 2.4 or, to the extent applicable, claims made against the R&W Policy).

(j) Following the Closing, no action with respect to the accounting books and records of the Companies, or the items reflected thereon, on which the Post-Closing Adjustment Statement is to be based, that is inconsistent with the Company Group Entities' past practices shall be given effect for purposes of determining the Final Working Capital, Final Closing Indebtedness, Final Transaction Expenses, Final Client Deficit Percentage or Final Consideration; provided, that, to the extent that an action or item was not taken into account prior to the Closing by the Company Group Entities, but, to the Knowledge of the Companies, such action or item existed as of the Closing, such item or action may be given effect for purposes of determining the Final Working Capital, Final Closing Indebtedness, Final Transaction Expenses, Final Client Deficit Percentage or Final Consideration. No actions taken by each Buyer on its own behalf or on behalf of the Companies or the Companies' Subsidiaries, on or following the Closing Date shall be given effect for purposes of determining the Final Working Capital, Final Closing Indebtedness, Final Transaction Expenses or Final Consideration (other than in the case of determining the Final Client Deficit Percentage).

Section 2.5 Adjustment Escrow Account. At the Closing, Buyers shall deposit with the Adjustment Escrow Agent, an amount equal to the Adjustment Escrow Amount and the same shall be subject to reduction pursuant to Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration) and the Adjustment Escrow Agreement (the account(s) into which such amounts are deposited, the "Adjustment Escrow Account"). The Adjustment Escrow Account shall be used exclusively to satisfy amounts payable to Buyers, if any, pursuant to Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration), and shall be the sole recourse for any amounts payable by any party to Buyers pursuant to Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration). Any funds in the Adjustment Escrow Account not so used shall be distributed in accordance with Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration) and the Adjustment Escrow Agreement to the Sellers, based on applicable Pro Rata Percentages.

Section 2.6 Post-Closing Adjustment for Co-Investment Purchase Price.

(a) Set forth on Schedule 2.6(a) are: (i) the Asset Value of OHA Centre Street LimPar as of June 30, 2021 and (ii) the Asset Value of OHA Partner Global Co-Investment II as of June 30, 2021 (the sum of clauses (i) – (ii) plus (iii) the

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Contributed Amount, minus (iv) the Co-Investment Adjustment Escrow Amount, the “Estimated Co-Investment Purchase Price”).

(b) No later than forty-five (45) days following the Closing, Buyer 2 shall prepare and deliver to Seller Representative a statement (the “Co-Investment Post-Closing Adjustment Statement”) setting forth their calculation of the Co-Investment Purchase Price, including their calculation of the components thereof.

(c) Sections 2.4(d)-(g) shall apply *mutatis mutandis* to the Co-Investment Post-Closing Adjustment Statement to determine the Final Statement with respect to the Co-Investment Post-Closing Adjustment Statement (the “Final Co-Investment Statement”). The OHA Centre Street LimPar Purchase Price and OHA Partner Global Co-Investment II Purchase Price as set forth on the Final Co-Investment Statement are the “Final OHA Centre Street LimPar Purchase Price” and “Final OHA Partner Global Co-Investment II Purchase Price,” respectively. For purposes of this Agreement, “Final Co-Investment Purchase Price” means, without duplication, (i) the Final OHA Centre Street LimPar Purchase Price, plus (ii) the Final OHA Partner Global Co-Investment II Purchase Price, plus (iii) the Contributed Amount in respect of the Co-Investment Entities, minus (iv) the Co-Investment Escrow Amount. For purposes of this Agreement, “Post-Closing Co-Investment Adjustment Amount” means (x) the Final Co-Investment Purchase Price less (y) the Estimated Co-Investment Purchase Price (which may be a positive or negative number).

(i) If the Post-Closing Co-Investment Adjustment Amount is a positive amount, then (x) Buyers shall, within three (3) Business Days after the determination of the Final Co-Investment Purchase Price, deliver to each Co-Investment Seller (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds, such Seller’s Co-Investment Percentage of the Post-Closing Co-Investment Adjustment Amount (up to the Co-Investment Adjustment Escrow Amount in the aggregate) and (y) Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Co-Investment Purchase Price, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to deliver to each Co-Investment Seller such Co-Investment Seller’s Co-Investment Percentage of the Co-Investment Adjustment Escrow Amount, by wire transfer of immediately available funds.

(ii) If the Post-Closing Co-Investment Adjustment Amount is a negative number, then Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Co-Investment Purchase Price, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to (A) deliver to Buyers from the Co-Investment Adjustment Escrow Account, by wire transfer of immediately available funds to the account or accounts designated in writing by Buyers, an amount equal to the lesser of (x) the absolute value of the Post-Closing Co-Investment Adjustment Amount and (y) the balance of the Co-Investment Adjustment Escrow Account, and (B) deliver to each Co-Investment Seller such Co-Investment Seller’s Co-Investment Percentage of the balance of the Co-Investment Adjustment Escrow Account following the payment in the foregoing clause (A), if any (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds.

(iii) If the Post-Closing Co-Investment Adjustment Amount is equal to \$0.00, then Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Co-Investment Purchase Price,

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execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to deliver each Co-Investment Seller such Co-Investment Seller's Co-Investment Percentage of the Co-Investment Adjustment Escrow Amount (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds.

(d) Any payment to be made pursuant to this Section 2.6 shall be treated by all Parties for tax purposes as an adjustment to the Co-Investment Purchase Price, unless otherwise required under applicable Law.

Section 2.7 Co-Investment Adjustment Escrow Account. At the Closing, Buyers shall deposit with the Adjustment Escrow Agent, an amount equal to the Co-Investment Adjustment Escrow Amount and the same shall be subject to reduction pursuant to Section 2.6 (Post-Closing Adjustment for Co-Investment Purchase Price) and the Adjustment Escrow Agreement (the account(s) into which such amounts are deposited, the "Co-Investment Adjustment Escrow Account"). The Co-Investment Adjustment Escrow Account shall be used exclusively to satisfy amounts payable to Buyers, if any, pursuant to Section 2.6 (Post-Closing Adjustment for Co-Investment Purchase Price), and shall be the sole recourse for any amounts payable to Buyers pursuant to Section 2.6 (Post-Closing Adjustment for Co-Investment Purchase Price). Any funds in the Co-Investment Adjustment Escrow Account not so used shall be distributed in accordance with to Section 2.6 (Post-Closing Adjustment for Co-Investment Purchase Price) and the Adjustment Escrow Agreement to the Co-Investment Sellers, based on applicable Co-Investment Percentages.

Section 2.8 Post-Closing Adjustment for CLO Purchase Price.

(a) Set forth on Schedule 2.8(a) are: (i) the Asset Value of the equity interests of the CLO Entities issued to the Partnership or its applicable Subsidiary as of June 30, 2021 and (ii) the Asset Value of the equity interests of the GP Co-Invest Entities issued to the SPVs (the sum of clauses (i) – (ii), minus (iii) the CLO Adjustment Escrow Amount, the "Estimated CLO Purchase Price").

(b) No later than forty-five (45) days following the Closing Date, Buyer 2 shall prepare and deliver to the Seller Representative a statement (the "CLO Post-Closing Adjustment Statement") setting forth their calculation of the CLO Purchase Price, including their calculation of the CLO 1 Purchase Price, the CLO 2 Purchase Price, the CLO 3 Purchase Price and the GP Co-Invest Purchase Price.

(c) Sections 2.4(d)-(g) shall apply *mutatis mutandis* to the CLO Post-Closing Adjustment Statement to determine the Final Statement with respect to the CLO Post-Closing Adjustment Statement (the "Final CLO Statement"). The CLO 1 Purchase Price, the CLO 2 Purchase Price, the CLO 3 Purchase Price and GP Co-Invest Purchase Price as set forth on the Final CLO Statement are the "Final CLO 1 Purchase Price," "Final CLO 2 Purchase Price," "Final CLO 3 Purchase Price," and "Final GP Co-Invest Purchase Price" respectively. For purposes of this Agreement, "Final CLO Purchase Price" means, without duplication, (i) the Final CLO 1 Purchase Price, plus (ii) the Final CLO 2 Purchase Price, plus (iii) the Final CLO 3 Purchase Price, plus (iv) the Final GP Co-Invest Price, minus (v) the CLO Escrow Amount. For the purposes of this Agreement, "Post-Closing CLO Adjustment Amount" means (x) the Final CLO Purchase Price less (y) the Estimated CLO Purchase Price (which may be a positive or negative number).

(d) If the Post-Closing CLO Adjustment Amount is a positive amount, then (x) Buyers shall, within three (3) Business Days after the determination of the Final

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CLO Purchase Price, deliver to each Seller (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds, such Seller's Pro Rata Percentage of the Post-Closing CLO Adjustment Amount (up to the CLO Adjustment Escrow Amount) and (y) Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final CLO Purchase Price, instruct the Adjustment Escrow Agent to deliver to each Seller such Seller's Pro Rata Percentage of the CLO Adjustment Escrow Amount, by wire transfer of immediately available funds.

(e) If the Post-Closing CLO Adjustment Amount is a negative amount, then Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final CLO Purchase Price, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to (A) deliver to Buyers from the CLO Adjustment Escrow Account, by wire transfer of immediately available funds to the account or accounts designated in writing by Buyers, an amount equal to the lesser of (x) the absolute value of Post-Closing CLO Adjustment Amount and (y) the balance of the CLO Adjustment Escrow Account, and (B) deliver to each Seller such Seller's Pro Rata Percentage of the balance of the CLO Adjustment Escrow Account following the payment in the foregoing clause (A), if any (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds.

(f) If the Post-Closing CLO Adjustment Amount is equal to \$0.00, then Buyers and the Seller Representative shall jointly, within three (3) Business Days after the determination of the Final Co-Investment Purchase Price, execute and deliver joint written instructions to the Adjustment Escrow Agent instructing the Adjustment Escrow Agent to deliver each Seller such Seller's Pro Rata Percentage of the CLO Adjustment Escrow Amount (in accordance with the payment instructions set forth on Annex A-3), by wire transfer of immediately available funds.

(g) Any payment to be made pursuant to this Section 2.8 shall be treated by all Parties for tax purposes as an adjustment to the CLO Purchase Price, unless otherwise required under applicable Law.

Section 2.9 CLO Adjustment Escrow Account. At the Closing, Buyers shall deposit with the Adjustment Escrow Agent, an amount equal to the CLO Adjustment Escrow Amount and the same shall be subject to reduction pursuant to Section 2.8 (Post-Closing Adjustment for CLO Purchase Price) and the Adjustment Escrow Agreement (the account(s) into which such amounts are deposited, the "CLO Adjustment Escrow Account"). The CLO Adjustment Escrow Account shall be used exclusively to satisfy amounts payable to Buyers, if any, pursuant to Section 2.8 (Post-Closing Adjustment for CLO Purchase Price), and shall be the sole recourse for any amounts payable to Buyers pursuant to Section 2.8 (Post-Closing Adjustment for CLO Purchase Price). Any funds in the CLO Adjustment Escrow Account not so used shall be distributed in accordance with to Section 2.8 (Post-Closing Adjustment for CLO Purchase Price) and the Adjustment Escrow Agreement to the Sellers, based on applicable Pro Rata Percentages.

Section 2.10 Pre-Closing Partnership Income Distributions and Pre-Closing Incentive Allocation Distributions.

(a) Subject to the other provisions of this Section 2.10(a), each Partnership Income Recipient shall be entitled to receive such Partnership Income Recipient's Pre-Closing Partnership Income as and when such amounts are actually received by the Company Group Entities. Subject to the other provisions of this Section

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2.10(a), no later than three (3) Business Days following the date that the Company Group Entities actually receive any Pre-Closing Partnership Income, Buyers shall pay by wire transfer or delivery of other immediately available funds to the Seller Representative (for further distribution to each Partnership Income Recipient to the applicable account set forth on Annex A-3 in accordance with each such Partnership Income Recipient's Pre-Closing Partnership Income) the aggregate amount of such Pre-Closing Partnership Income actually received by the Company Group Entities. No later than forty-five (45) days following the end of the fiscal quarter of the Partnership ending March 31, 2022, and no later than forty-five (45) days following the end of the fiscal quarter of the Partnership ending June 30, 2022, the Buyers shall cause the Partnership shall deliver to the Seller Representative a statement, executed by the chief financial officer of the General Partner (each, a "Partnership Distribution Statement"), setting forth in reasonable detail (x) the amount of Pre-Closing Partnership Income, (y) the amount of Pre-Closing Partnership Income actually received by the Company Group Entities prior to the date of such Partnership Distribution Statement and (z) a good faith calculation of the remaining amount of Pre-Closing Partnership Income that the Partnership is entitled to receive following the date of such Partnership Distribution Statement. To facilitate the Seller Representative's review of each Partnership Distribution Statement, the Company Group Entities shall at all times until all Pre-Closing Partnership Income is paid to the Seller Representative (i) permit the Seller Representative and its representatives to have reasonable access to the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) of the Company Group Entities and cooperate with the Seller Representative in seeking to obtain work papers from the Company Group Entities and their representatives, in each case, to the extent pertaining to or used in connection with the preparation of such Partnership Distribution Statement and provide the Seller Representative with copies thereof (as reasonably requested by the Seller Representative) and (ii) provide the Seller Representative and its representatives reasonable access to the employees and accountants of the Company Group Entities as reasonably requested by the Seller Representative for purposes of preparing such Partnership Distribution Statement; provided, that such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of the Company Group Entities and subject to the Seller Representative's and its representatives' execution of customary access letters.

(b) Subject to the other provisions of this Section 2.10(b), each SPV Seller shall be entitled to receive its Pre-Closing Incentive Allocation as and when such amounts are actually received by the applicable SPV. No later than three (3) Business Days following the date that any SPV (or any successor Entity thereto or any Entity that may receive distributions on its behalf) actually receives any Pre-Closing Incentive Allocation (the "SPV Fee Income Distributions"), Buyer 2 shall promptly pay the aggregate amount of such SPV Fee Income Distributions by wire transfer or delivery of other immediately available funds to the Seller Representative (for further distribution to each SPV Seller to the applicable account set forth on Annex A-3 in accordance with each such SPV Seller's Pre-Closing Incentive Allocation). No later than thirty (30) days following the end of the fiscal quarter of the SPVs ending March 31, 2022, and no later than thirty (30) days following the end of the fiscal quarter of the SPVs ending June 30, 2022, the Buyers shall cause the SPVs shall deliver to the Seller Representative a statement, executed by the chief financial officer of the General Partner (each, an "SPV Distribution Statement"), setting forth in reasonable detail (x) the amount of Pre-Closing Incentive Allocation, (y) the amount of Pre-Closing Incentive Allocation actually received by the SPVs prior to the date thereof and (z) a good faith calculation of the remaining amount of Pre-Closing Incentive Allocation that the SPVs are entitled to receive following the date thereof. To facilitate the Seller Representative's review of each SPV Distribution Statement, the Buyers, the SPVs and the Companies shall at all

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times until all Pre-Closing Incentive Allocation is paid to the Seller Representative (i) permit the Seller Representative and its representatives to have reasonable access to the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) of the SPVs and the Company Group Entities and cooperate with the Seller Representative in seeking to obtain work papers from the SPVs and the Company Group Entities and their representatives, in each case, to the extent pertaining to or used in connection with the preparation of each SPV Distribution Statement and provide the Seller Representative with copies thereof (as reasonably requested by the Seller Representative) and (ii) provide the Seller Representative and its representatives reasonable access to the employees and accountants of the SPVs and the Company Group Entities as reasonably requested by the Seller Representative for purposes of preparing each SPV Distribution Statement; provided, that such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of the Company Group Entities and subject to the Seller Representative's and its representatives' execution of customary access letters.

(i) Any payment to be made pursuant to this Section 2.10 shall be treated by all Parties for tax purposes as an adjustment to the purchase price, unless otherwise required under applicable Law.

#### Section 2.11 Earnout.

(a) Within ten (10) Business Days following the final determination of a Final Earnout Amount pursuant to this Section 2.11, Buyers shall pay to Sellers (in accordance with each Seller's Earnout Percentage) an aggregate amount equal to such Final Earnout Amount, if any, less an amount equal to the Non-Disputed Earnout Amount with respect to such Final Earnout Amount, if any, previously paid pursuant to Section 2.11(c).

(b) The Buyers shall deliver to the Seller Representative a written notice (each such notice, the "Earnout Statement") (i) no later than sixty (60) days following the end of each Earnout Measurement Period, setting forth their good faith calculation (w) such Earnout Measurement Period's Actual Cumulative Revenue, (x) the applicable Revenue Percentage, (y) the applicable Earnout Amount, if any, and (z) such calendar year's Management/Performance Fee Revenue (each, a "Proposed Earnout Amount"), in each case, as calculated in accordance with this Agreement and together with reasonable supporting documentation for the calculation thereof; provided, that the Buyers shall not be required to deliver an Earnout Statement with respect to any Earnout Measurement Period if prior to the date on which such Earnout Statement would be due, Buyers have paid the Maximum Earnout Amount to the Sellers pursuant to this Section 2.11 and (ii) no later than sixty (60) days following the end of each calendar year during the Earnout Period that is not the end of an Earnout Measurement Period, setting forth their good faith calculation of such calendar year's Management/Performance Fee Revenue (each, a "Proposed Revenue Amount"), as calculated in accordance with this Agreement and together with reasonable supporting documentation for the calculation thereof. Buyers shall not amend the Earnout Statement following its delivery to the Seller Representative.

(c) If the Seller Representative disagrees with any part of Buyers' calculations of an Earnout Statement (a "Dispute"), the Seller Representative shall, within thirty (30) days after its receipt of such Earnout Statement (the "Dispute Period"), jointly notify Buyers in writing of such disagreement (a "Dispute Notice"). The Dispute Notice shall specify with reasonable detail which aspects of the calculation of such Earnout Statement, including the amount of the applicable Earnout Amount or Management/

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Performance Fee Revenue, as applicable, are being disputed and describe the basis for and amount of such dispute, and the Seller Representative's alternative calculation, in reasonable detail, of such amounts, and any other information applicable to such dispute.

(d) Following the delivery of each Earnout Statement until the determination of the Final Earnout Amount or Final Revenue Amount, as applicable, the Buyers shall, and shall cause the Company Group Entities and any other Persons comprising the Acquired Management Business (the "Acquired Management Business Entities") to, cooperate with the Seller Representative and its representatives in connection with their review of each Earnout Statement and the calculations therein, including of any Proposed Earnout Amount or Proposed Revenue Amount, including by (i) permitting the Seller Representative and its representatives to have reasonable access to the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) of the Acquired Management Business Entities, cooperating with the Seller Representative in seeking to obtain work papers from the Buyers, the Acquired Management Business Entities and their representatives, in each case, to the extent pertaining to or used in connection with the preparation of such documents and providing the Seller Representative and its representatives with copies thereof (as reasonably requested by the Seller Representative) and (ii) providing the Seller Representative and its representatives reasonable access to the employees and accountants of the Buyers and the Acquired Management Business Entities as reasonably requested by the Seller Representative for purposes of reviewing, considering, evaluating and negotiating each Earnout Statement; provided, that such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of the Buyers or the Acquired Management Business Entities and subject to Seller Representative's and its representatives' execution of customary access letters. If the Seller Representative does not deliver a Dispute Notice to Buyers prior to the end of the applicable Dispute Period, then such Earnout Statement shall be conclusive, final and binding on Sellers and Buyers (and all other Parties) in the form in which it was delivered to the Seller Representative, such Proposed Earnout Amount or Proposed Revenue Amount shall be deemed to be a "Final Earnout Amount" or "Final Revenue Amount", as applicable, and, in each case of a Final Earnout Amount, and Buyers shall promptly, and in any event within ten (10) Business Days after the last day of the Dispute Period, pay such Final Earnout Amount to Sellers (in accordance with each Seller's Earnout Percentage) by wire transfer of immediately available funds to accounts designated by Seller Representative in writing. The Seller Representative may, at any time prior to the last day of such Dispute Period, notify Buyers that such party agrees with such Earnout Statement, and upon such notification from the Seller Representative, such Proposed Earnout Amount or Proposed Revenue Amount shall be deemed to be a "Final Earnout Amount" or "Final Revenue Amount," and, in the case of a Final Earnout Amount (and not, for the avoidance of doubt, in the event of any Final Revenue Amount with respect to any calendar year that is not the end of an Earnout Measurement Period), Buyers shall promptly, and in any event within ten (10) Business Days after the date of notification by the Seller Representative, pay such Final Earnout Amount to Sellers (in accordance with each Seller's Earnout Percentage) by wire transfer of immediately available funds to accounts designated by the Seller Representative in writing. If the Seller Representative timely delivers a Dispute Notice pursuant to this Section 2.11 and any portion of such Proposed Earnout Amount is not in Dispute, Buyers shall promptly, and in any event within ten (10) Business Days after the date of such timely delivery of the Dispute Notice by the Seller Representative, pay all such amounts of such Proposed Earnout Amount that are not in Dispute (the "Non-Disputed Earnout Amount") to the Sellers (in accordance with each Seller's Earnout Percentage) by wire transfer of immediately available funds to an accounts designated by the Seller Representative in writing.

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(e) If a Dispute Notice is timely delivered by the Seller Representative to Buyers, the Seller Representative, on the one hand, and Buyers, on the other hand, shall negotiate in good faith to resolve such Dispute and any such resolution agreed upon in writing shall be conclusive and binding on Sellers and Buyers (and all other Parties). In the event that the Seller Representative and Buyers are unable to resolve such Dispute within fifteen (15) days after Buyers' receipt of such timely delivered Dispute Notice, either the Seller Representative or Buyers, as applicable, may submit such Dispute to the Accounting Expert. For the avoidance of doubt, items and amounts not objected to by the Seller Representative shall be deemed resolved and shall not be submitted to the Accounting Expert.

(f) Buyers and the Seller Representative shall use commercially reasonable efforts to cause, and shall instruct, the Accounting Expert to resolve all Disputes soon as practicable, but in any event shall direct the Accounting Expert to render a determination within thirty (30) days after its retention. The Accounting Expert, acting as an expert and not as an arbitrator (but subject to the privileges and immunities of arbitrators), shall consider only those items and amounts in Buyers' or Seller Representative's respective calculations of such Earnout Statement, as applicable, including the amount of such Proposed Earnout Amount or Proposed Revenue Amount, that are identified as being items and amounts to which Buyers or the Seller Representative, as applicable, have been unable to agree in writing. In resolving any disputed item, the Accounting Expert may not assign a value to any item greater than the greatest value for such item claimed by either Buyers or the Seller Representative or less than the smallest value for such item claimed by either Buyers or the Seller Representative. The Accounting Expert's determination shall be based solely on written materials submitted by the Seller Representative and Buyers and their respective representatives, as applicable (a copy of which shall be delivered to Buyers or the Seller Representative, as applicable, substantially concurrently with delivery to the Accounting Expert) (i.e., not on independent review), and on the terms of this Section 2.11. The determination of the Accounting Expert shall be conclusive and binding upon the Parties and shall not be subject to appeal or further review (other than with respect to errors in arithmetic calculations). For purposes of this Agreement, a "Final Earnout Amount" shall mean a Proposed Earnout Amount as finally determined pursuant to this Section 2.11 or as otherwise agreed in writing by Buyers and the Seller Representative and "Final Revenue Amount" shall mean a Proposed Revenue Amount as finally determined pursuant to this Section 2.11 or as otherwise agreed in writing by Buyers and the Seller Representative.

(g) The costs and expenses of the Accounting Expert incurred in connection with the resolution of such Dispute shall be borne by Buyers, on the one hand, and Sellers, on the other hand, in inverse proportion as they may prevail on the matters resolved by the Accounting Expert, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in Dispute. For example, should the items in dispute total in amount to \$1,000 and the Accounting Expert awards \$600 in favor of Buyers' position, 60% of the costs of its review would be borne by Sellers, and 40% of the costs would be borne by Buyers.

(h) The Buyers covenant and agree that they shall, and shall cause the Acquired Management Business Entities to, (i) not take or omit to take any action that has the purpose of, artificially decreasing the Management/Performance Fee Revenue during the period from the Closing through the earlier of (x) December 31, 2026 and (y) the Maximum Earnout Amount having been paid to the Sellers (the "Earnout Period"), (ii) continue to collect Management/Performance Fee Revenue during the Earnout Period in a manner consistent with past practice, and shall not accelerate, defer, delay or

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otherwise alter the timing or amounts of such collections in a manner inconsistent with the past practice of the Company Group Entities prior to the Closing, (iii) during the Earnout Period, not, directly or indirectly, take any action or omit to take any action a purpose of which is avoiding or reducing the Earnout Amount payable to Sellers pursuant to this Section 2.11 and (iv) maintain adequate books of account and all other records relating to or reflecting the operation of the business of the Acquired Management Business Entities during the Earnout Period in a manner consistent with past practice in order to facilitate the determination of the Final Earnout Amount pursuant to this Section 2.11. The Buyers shall give the Seller Representative no less than thirty (30) days' prior written notice of the occurrence of any Change of Control.

(i) Notwithstanding anything to the contrary in this Section 2.11, in the event of (A) an Acceleration Event, such Final Earnout Amount shall equal the Maximum Earnout Amount and, promptly following the occurrence of such Acceleration Event, Buyers shall pay to Seller (in accordance with each Seller's Earnout Percentage), by wire transfer of immediately available funds to accounts designated by the Seller Representative in writing, an aggregate amount equal to the Maximum Earnout Amount and (B) a Partial Acceleration Event, such Final Earnout Amount shall equal seventy-five percent (75%) of the Maximum Earnout Amount and, promptly following the occurrence of such Partial Acceleration Event, Buyers shall pay to Seller (in accordance with each Seller's Earnout Percentage), by wire transfer of immediately available funds to accounts designated by the Seller Representative in writing, an aggregate amount equal to seventy-five percent (75%) of the Maximum Earnout Amount and no further amounts shall be payable pursuant to this Section 2.11.

(ii) Notwithstanding anything to the contrary in this Section 2.11, in the event of a Trigger Event, then (A) the Earnout Amount shall be determined (and paid) pursuant to this Section 2.11 with respect to such Cut-off Earnout Measurement Period and (B) the Earnout Amount shall subsequently be determined (and paid) pursuant to this Section 2.11 with respect to each Earnout Measurement Period that ends thereafter (for the avoidance, any amounts payable in respect of such subsequent Earnout Measurement Periods shall be less, without duplication, any Final Earnout Amounts and Non-Disputed Earnout Amounts previously paid to the Sellers); provided, that the Buyers shall not be required to deliver an Earnout Statement with respect to any Earnout Measurement Period if prior to the date on which such Earnout Statement would be due, Buyers have paid the Maximum Earnout Amount to the Sellers pursuant to this Section 2.11.

(i) Buyers and Sellers shall treat and report for applicable Tax and financial reporting purposes the payment of each Final Earnout Amount as payment of additional purchase price, except that, to the extent required by applicable Law, a portion of such Final Earnout Amount shall be treated and reported for such purposes by Buyers and Sellers as interest, which portion shall be determined by using the appropriate applicable federal rate (as defined in Section 1274(d) of the Code and the Treasury Regulations promulgated thereunder).

(j) Neither Buyers nor any of their respective Affiliates may offset or deduct any of its payment obligations under this Agreement, including pursuant to this Section 2.11, by counterclaim or otherwise, against all or any part of any payment obligation owing by any other party pursuant this Agreement or any other Ancillary Agreement, including any indemnification obligation under this Agreement, other than to the extent the payment obligations under this Agreement or any Ancillary Agreement have been finally adjudicated as due and owing by the Person against whom Buyer intends to exercise its right of offset, and prior written notice to the applicable Seller has

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been given. Furthermore, Buyers agree that disputes related to any Ancillary Agreement shall not serve as grounds to delay any performance or payment obligations under this Agreement, including pursuant to this Section 2.11.

(k) The following terms, whenever used herein, shall have the following meanings for all purposes of this Agreement:

(i) “Acceleration Event” means (i) a Change of Control Event or (ii) an Event of Default, in each case, on or prior to the first (1<sup>st</sup>) anniversary of Closing.

(ii) “Actual Cumulative Revenue” means (A) with respect to the Earnout Statement to be delivered with respect to Earnout Measurement Period 1, the Management/Performance Fee Revenue for Earnout Measurement Period 1, (B) with respect to the Earnout Statement to be delivered with respect to Earnout Measurement Period 2, the Management/Performance Fee Revenue for Earnout Measurement Period 2, (C) with respect to the Earnout Statement to be delivered with respect to Earnout Measurement Period 3, the Management/Performance Fee Revenue for Earnout Measurement Period 3 or (D) with respect to the Cut-off Earnout Measurement Period, if any, the Management/Performance Fee Revenue for the Cut-off Earnout Measurement Period; provided, that once the Management/Performance Fee Revenue for any calendar year has been finally determined pursuant to Section 2.11(c), as a component of a Final Earnout Amount, such Management/Performance Fee Revenue for such calendar year shall become fixed for purposes of calculating Actual Cumulative Revenue at any subsequent time other than to the extent there is a revenue reversal that occurs subsequent to the determination of such Management/Performance Fee Revenue determination pursuant to Section 2.11(c), in which case, such reversal shall be reduce the Management/Performance Fee Revenue then being determined.

(iii) “Cut-off Earnout Measurement Period” means the period from January 1, 2022 through the date of a Trigger Event.

(iv) “Earnout Amount” means, with respect to each Earnout Measurement Period, (A) (1) if the applicable Actual Cumulative Revenue is equal to, or greater than, 100% of the applicable Target Cumulative Revenue, the Maximum Earnout Amount, (2) if the applicable Actual Cumulative Revenue is less than, or equal to, 75% of the applicable Target Cumulative Revenue, zero (\$0), and (3) if the applicable Actual Cumulative Revenue is between 75% and 100% of the applicable Target Cumulative Revenue, an amount equal to (x) the applicable Revenue Percentage, multiplied by (y) the Maximum Earnout Amount, minus (B) any Final Earnout Amounts previously received by the Sellers. For the avoidance of doubt, (x) any Earnout Amount, together with any Final Earnout Amounts previously paid to Sellers, shall in no event collectively exceed the Maximum Earnout Amount and (y) the Earnout Amount shall in no event be less than zero (\$0).

(v) “Earnout Measurement Period 1” means the period from January 1, 2022 through December 31, 2024.

(vi) “Earnout Measurement Period 2” means the period from January 1, 2022 through December 31, 2025.

(vii) “Earnout Measurement Period 3” means the period from January 1, 2022 through December 31, 2026.

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(viii) “Earnout Measurement Periods” means Earnout Measurement Period 1, Earnout Measurement Period 2, Earnout Measurement Period 3 and the Cut-off Earnout Measurement Period.

(ix) “Management/Performance Fee Revenue” means, with respect to any period of time, the aggregate amount of management, advisory, administration, incentive, performance, transaction and monitoring fees and all other fees payable, directly or indirectly, to the Partnership or any of its Subsidiaries or Affiliates (or any Person to whom Buyers direct business of the type conducted by the Partnership or any of its Subsidiaries or Affiliates prior to the Closing) (collectively, the “Acquired Management Business”) in respect of such time period under any investment management, advisory, administration or similar agreement or Contract in respect of the Company Funds, Clients and/or SMAs or similar types of funds or accounts, calculated on a cash basis other than management, advisory, administration, performance, transaction and monitoring fees, current-pay incentive fees and tax distributions, which shall be counted in the year earned on an accrual basis and otherwise in a manner consistent with past practice of the Partnership.

(x) “Partial Acceleration Event” means, upon the Seller Representative’s written election, (i) a Change of Control Event or (ii) an Event of Default, in each case, after the first (1<sup>st</sup>) anniversary of the Closing, but on or prior to the second (2<sup>nd</sup>) anniversary of Closing.

(xi) “Revenue Percentage” means a fraction, expressed as a percentage (A) the numerator of which shall equal (1) (x) the applicable Actual Cumulative Revenue, divided by (y) the applicable Target Cumulative Revenue, minus (2) 75% and (B) the denominator of which shall equal 25%.

(xii) “Target Cumulative Revenue” means (A) with respect to Earnout Measurement Period 1, Target Cumulative Revenue 1, (B) with respect to Earnout Measurement Period 2, Target Cumulative Revenue 2, (C) with respect to Earnout Measurement Period 3, Target Cumulative Revenue 3 or (D) with respect to any Cut-off Measurement Period, Cut-Off Target Cumulative Revenue.

(xiii) “Target Cumulative Revenue 1” means the aggregate amount of projected Management/Performance Fee Revenue for years 2022, 2023 and 2024 as listed on Schedule 2.11;

(xiv) “Target Cumulative Revenue 2” means the aggregate amount of projected Management/Performance Fee Revenue for years 2022, 2023, 2024 and 2025 as listed on Schedule 2.11.

(xv) “Target Cumulative Revenue 3” means the aggregate amount of projected Management/Performance Fee Revenue for years 2022, 2023, 2024, 2025 and 2026 as listed on Schedule 2.11.

(xvi) “Target Cut-off Cumulative Revenue” means the aggregate amount of projected Management/Performance Fee Revenue for years 2022, 2023, 2024, 2025 and 2026 as listed on Schedule 2.11 (pro rated through the date of the Trigger Event); provided, that such pro ration shall only take into account the year in which Trigger Event occurs and prior years; provided, further, that years 2022, 2023 and 2024 shall be taken into account in all event.

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(xvii) “Trigger Event” means (i) a Change of Control Event or (ii) an Event of Default, in each case, following the second anniversary of the Closing and prior to the determination of any Final Earnout Amount pursuant to this Section 2.11.

(l) With respect to the calculation of any Earnout Amount in respect of any Cut-off Measurement Period, the Earnout Amount will be based on the percentage of performance achieved with respect to any complete year during the Cut-Off Measurement Period and on a projected basis for any remaining years based on performance to the date of the Trigger Event. For example, if year 1 Management/Performance Fee Revenue is \$80 (relative to a \$100 target), year 2 Management/Performance Fee Revenue is \$90 (relative to a \$100 target) and year 3 Management/Performance Fee Revenue through month 6 is \$50 (relative to a \$100 target), then Actual Cumulative Revenue for three-year period shall be deemed to equal \$264 (extrapolated based on the monthly average) and 52% of the Maximum Earnout Amount shall be payable) upon consummation of the Trigger Event (with the remainder to be paid, if earned, in accordance with terms of this Section 2.11).

(m) The Parties hereby acknowledge and agree that the Seller Representative may direct that any amounts to be paid to the OHA Partners and their Affiliates pursuant to this Section 2.11 be paid directly to an entity established to give effect to the terms of Annex 1 to the Letter Agreement.

(n) Within five (5) Business Days following the determination of a Final Earnout Amount or a Non-Disputed Earnout Amount, the Buyers shall provide the Seller Representative with a schedule (an “Employee Earnout Allocation Schedule”) setting forth the Employee Earnout Amount in respect of such Final Earnout Amount or Non-Disputed Earnout Amount, the allocation of such Employee Earnout Amount among employees of the Company Group Entities, Buyers or their respective Affiliates and the manner of payment of such amounts (including any vesting conditions relating thereto). No later than the later of (x) five (5) Business Days following receipt of an Employee Earnout Allocation Schedule or (y) the next regularly scheduled payroll date following receipt of an Employee Allocation Schedule, Buyers shall pay or cause to be paid such Employee Earnout Amount to the employees set forth in such Employee Earnout Allocation Schedule in cash via payroll (subject to applicable withholding) in accordance with such Employee Earnout Allocation Schedule; provided, that, notwithstanding the foregoing, if the Employee Earnout Allocation Schedule includes any vesting conditions with respect to the payment of any portion of such Employee Earnout Amount, Buyers shall pay such portion of the Employee Earnout Allocation Schedule subject to vesting no later than the later of (x) five (5) Business Days following the satisfaction of the applicable vesting condition or (y) the next regularly scheduled payroll date following the satisfaction of the applicable vesting condition, it being acknowledged and agreed that at least 90% of the aggregate Employee Earnout Amounts shall be subject to three (3) year vesting and the Buyers shall provide the Seller Representative with an updated Employee Allocation Schedule for any amounts that are forfeited as a result of such vesting.

(o) Notwithstanding anything in this Agreement to the contrary, but subject to Section 2.11(m), each Final Earnout Amount (less an amount equal to the Non-Disputed Earnout Amount with respect to such Final Earnout Amount, if any, previously paid pursuant to Section 2.11(d)) or Non-Disputed Earnout Amount shall be paid as follows:

(i) First, to each Seller other than an OHA Partner or its Affiliates, an amount equal to such Seller’s Earnout Percentage multiplied by the applicable Final Earnout Amount or Non-Disputed Earnout Amount, and

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(ii) Thereafter, to each Seller that is an OHA Partner or an Affiliate thereof, pro rata in accordance with his, her or its respective Earnout Percentage, the balance of such Final Earnout Amount or Non-Disputed Earnout Amount, in each case reduced by the Employee Earnout Amount.

Section 2.12 Purchase Price Allocation. The Parties agree that the Estimated Consideration and the Final Earnout Amount shall be allocated among the Purchased Interests in accordance with Exhibit H. Each payment made after the Closing that is treated for tax purposes as an adjustment to the purchase price under the terms of this Agreement shall be allocated to the item to which such payment relates. Except as otherwise required pursuant to a final determination by a Taxing Authority, each Buyer, each Seller and each Company Group Entity shall file all Tax Returns in a manner that is consistent with the allocations provided for in this Section 2.12 and refrain from taking any action inconsistent therewith.

Section 2.13 Incremental Restructuring Payment.

(a) The amount of the Incremental Restructuring Contingent Payments to each Electing Holdco Seller shall equal the amount that is sufficient to offset fully on an “after-Tax” basis, the excess of (i) the aggregate individual income and any state and local corporate income and unincorporated business Tax cost to such Electing Holdco Seller of structuring the Transactions (including the Tax cost with respect to payments pursuant to Section 2.11) as a taxable “asset” sale for income tax purposes, as compared to (ii) the aggregate individual income Tax cost such Electing Holdco Seller would have incurred had such Electing Holdco Seller sold the Purchased Holdco Interests (with no Tax election under Section 338(h)(10) of the Code); provided, however, that the aggregate Incremental Restructuring Contingent Payments shall be reduced by the Incremental Restructuring Closing Payment to such Electing Holdco Seller.

(b) The amount of the Incremental Restructuring Contingent Payment to each Merged Holdco Seller shall equal the amount that is sufficient to offset fully on an “after-Tax” basis, the excess of (i) the aggregate individual income and any state and local corporate income and unincorporated business Tax cost to such Merged Holdco Sellers of structuring the Transactions (including the Tax cost with respect to payments pursuant to Section 2.11) as a distribution of certain assets by such Merged Holdco to such Merged Holdco Seller followed by a taxable “asset” sale by such Merged Holdco Seller prior to the Mergers, as compared to (ii) the aggregate individual income Tax cost such Merged Holdco Seller would have incurred had the Mergers occurred without any distribution of assets by such Merged Holdco (with no Tax election under Section 338(h)(10) of the Code and with all Consideration payable to such Merged Holdco Seller paid pursuant to the Mergers) ); provided, however, that the aggregate Incremental Restructuring Contingent Payments shall be reduced by the Incremental Restructuring Closing Payment to such Merged Holdco Seller.

(c) For the purpose of determining the Incremental Restructuring Contingent Payments, “after-Tax” basis means that the Incremental Restructuring Contingent Payments will take into account the additional Taxes payable as a result of the receipt of the Incremental Restructuring Closing Payments and Incremental Restructuring Contingent Payments (taking into account all available credits and deductions attributable to the payment of such additional income and New York unincorporated business Taxes), as purchase price for Tax purposes, provided, that “after-tax basis” shall not take into account any tax position that is not supportable on at least a more likely than not basis.

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(d) Each Incremental Restructuring Contingent Payment shall be calculated using the actual federal, state and local Tax liability of the applicable Electing Holdco Seller and Merged Holdco Seller, on a “with and without” basis as reflected on the actual Tax Returns (in the case of the “with” calculation) filed or pro forma Tax Return (in the case of the “without” calculation) prepared by such Electing Holdco Seller or Merged Holdco Seller, as applicable.

(e) Within thirty (30) days of the filing of the applicable income Tax Return by a Merged Holdco Seller or Electing Holdco Seller, as applicable, that reports the Transactions pursuant to this Agreement (including receipt of amounts described in Section 2.11), the Seller Representative (on behalf of the applicable Merged Holdco Seller or Electing Holdco Seller) shall deliver (or cause to be delivered) a true, correct and complete copy of such income Tax Return and a schedule setting forth in reasonable detail the calculation of the Incremental Restructuring Payments. Buyers, on the one hand, and the Seller Representative, on the other hand, shall each provide the other with reasonable access to the supporting documentation necessary to the calculation of each Incremental Restructuring Contingent Payment. If the Buyer disagrees with Seller Representative’s calculation of the Incremental Restructuring Contingent Payments and the Seller Representative and Buyers are unable to resolve such disagreement within thirty (30) days, then the Parties shall refer such dispute to the Accounting Expert, in accordance with the procedures set forth in Section 2.4, applied mutatis mutandis. No later than five (5) Business Days after the applicable Incremental Restructuring Contingent Payment is finally determined, Buyers shall pay to such Electing Holdco Seller or Merged Holdco Seller, as applicable, the amount of such party’s Incremental Restructuring Contingent Payment as determined pursuant to this Section 2.13(e) by wire transfer of immediately available funds, to such bank account(s) as shall be designated by the Seller Representative in writing to Buyers.

(f) The aggregate of (i) the Incremental Restructuring Contingent Payments and (ii) the Incremental Restructuring Closing Payment shall not exceed the Incremental Restructuring Payment Cap. Notwithstanding anything in this Section 2.13 to the contrary, to the extent that the aggregate amount of Incremental Restructuring Contingent Payments is limited in a particular taxable year because Incremental Restructuring Payment Cap would be exceeded, then the amount of such payment for such taxable year that is payable pursuant to Section 2.13(e) shall be allocated among all Electing Holdco Sellers and Merged Holdco Sellers in proportion to the respective portion of the aggregate of Incremental Restructuring Contingent Payments and the Incremental Restructuring Closing Payment that would have been payable to each such Seller in such taxable year under this Agreement if the Incremental Restructuring Payment Cap did not apply.

Section 2.14 Tax Withholding. Each Buyer, its Affiliates and any other applicable withholding agent shall be entitled to deduct and withhold Taxes (including any Taxes required to be deducted and withheld under Section 1445 and/or 1446(f) of the Code, to the extent (a) a duly completed and properly executed Internal Revenue Service Form W-9 or applicable Internal Revenue Service Form W-8 is not provided by an applicable Seller pursuant to Section 2.3(g)(iii) or (b) the certificate described in Section 2.3(g)(iii)(y) is not delivered by WSI) on payments made by it pursuant to this Agreement in accordance with applicable Law and shall timely remit such Taxes to the applicable Governmental Authority. Other than with respect to any compensatory payment or with respect to a Seller that has not provided a duly completed and properly executed Internal Revenue Service Form W-9, Buyers shall use commercially reasonable efforts to notify the Person with respect to which such withholding obligation applies (but in no event less than five (5) Business Days prior to withholding such amounts), and

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Buyers shall use commercially reasonable efforts to cooperate with such Person to enable such Person to provide any applicable certificates or other documentation or to obtain any available reduction of or relief from such deduction or withholding. To the extent that any amounts are so deducted, withheld and paid over to the proper Governmental Authority, those amounts shall be treated as having been paid to the Person in respect of whom such deduction or withholding was made for all purposes under this Agreement.

Section 2.15 No Clawback. The Parties acknowledge and agree that, for the avoidance of doubt, Buyer 1's Policy for Recoupment of Incentive Compensation and any other clawback policy in existence as of the date hereof or hereinafter adopted by the Buyer Board shall not apply to any consideration payable or deliverable pursuant to this Agreement or the Letter Agreement, including any consideration payable or deliverable (a) pursuant to Article II or (b) pursuant to the items set forth on Annex I to the Letter Agreement in respect of the earnout (with respect to Sellers), deferred carry or transaction proceeds pool.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Seller Disclosure Schedule (it being agreed that any matter disclosed in the Seller Disclosure Schedule with respect to any section of this Article III shall be deemed to have been disclosed for purposes of each other Section or subsection of this Article III to the extent the applicability of such matter so referenced is reasonably apparent on the face of such included matter), in the cases of Sections 3.1 through 3.3 and Section 3.4(i) through Section 3.6, each Seller hereby represents and warrants (on a several basis solely with respect to such Seller), to each Buyer and Merger Sub as follows, and in the case of Section 3.4, each Holdco Seller hereby represents and warrants (on a several basis solely with respect to the Holdco owned by such Holdco Seller) to Buyer 1 and the applicable Merger Sub as follows:

Section 3.1 Organization. If such Seller is not a natural person, such Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. If such Seller is not a natural person, such Seller has the requisite power and authority to carry on its business and to own all of its properties and assets as currently conducted and owned. If such Seller is not a natural person, such Seller is duly qualified to do business in each jurisdiction in which the nature of its business or the character or location of the properties and assets owned or operated by it makes such qualification necessary.

Section 3.2 Authority; Validity of Agreements; No Violations.

(a) If such Seller is not a natural person, such Seller has full power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, and to perform its obligations hereunder and thereunder. If such Seller is a natural person, such Seller has the legal capacity to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, and to perform its obligations hereunder and thereunder. Assuming the truth and accuracy of the representations and warranties set forth in Section 4.3 and Section 5.2(a), this Agreement and each Ancillary Agreement to which such Seller is a party constitute, or upon execution will constitute, a valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with their respective terms, except as limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws affecting the

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enforcement of creditors' rights or by general principles of equity, whether such enforceability is considered in a court of law, a court of equity or otherwise (the "Bankruptcy and Equity Exception").

(b) Neither the execution, delivery or performance of this Agreement or any applicable Ancillary Agreement by such Seller, nor the consummation by such Seller of the Transactions, or compliance by it with any of the terms or provisions hereof or thereof or performance of its obligations hereunder or thereunder will, with or without the giving of notice, lapse of time or both: (i) violate any Law applicable to such Seller or any Permit held by such Seller; (ii) if such Seller is not a natural person, violate or result in a breach of any of its Organizational Documents; (iii) require any Consent to be made or obtained by it that has not been obtained prior to the Closing; (iv) other than as set forth on Schedule 3.2(b) of the Seller Disclosure Schedule, result in a violation or breach by it of, conflict with, result in a termination of, contravene or constitute or will constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which it is a party, or by which it or any of its properties or assets may be bound; or (v) result in the creation of any Encumbrance upon its properties or assets, except in the case of clauses (i), (iii), (iv) or (v) as would not be material and adverse to the ability of such Seller to perform its obligations under this Agreement or any Ancillary Agreement to which it is a party, or to consummate the Transactions.

Section 3.3 Title. Following the Pre-Closing Restructuring, such Seller is the record and beneficial owner of the Purchased Interests set forth opposite its name on Annex A-1, Annex A-2 or Annex A-4, as applicable, free and clear of any and all Encumbrances other than Specified Permitted Encumbrances. Except as set forth on Schedule 3.3 of the Seller Disclosure Schedule, as of immediately prior to the Closing, neither such Seller nor any of its Affiliates owns any equity interests, economic interests or voting interests, or any interests or securities convertible into or exchangeable or exercisable for such interests, in the Company Group Entities, except for the Purchased Interests. Such Seller has the power and authority to sell, transfer, assign and deliver the Purchased Interests set forth opposite its name on Annex A-1, Annex A-2 or Annex A-4, as applicable, and such delivery will convey to Buyer 2 at the Closing good and valid title to such Purchased Interests, free and clear of any and all Encumbrances other than Specified Permitted Encumbrances.

#### Section 3.4 Holdco Matters.

(a) Organization. Such Holdco is duly organized, validly existing and in good standing under the laws of the jurisdiction of organization. Such Holdco has the requisite power and authority to carry on its business and to own all of its properties and assets, as currently conducted and owned. Such Holdco is duly qualified to do business in each jurisdiction in which the nature of its business or the character or location of the properties and assets owned or operated by it makes such qualification necessary. Such Holdco Seller has provided to Buyers true and correct copies of all of the Organizational Documents of such Holdco as in effect as of the date hereof, and a list of each such Organizational Document is set forth on Schedule 3.4(a) of the Seller Disclosure Schedule. Each Organizational Document of such Holdco is in full force and effect and there has been no material violation thereof by such Holdco. No order has been made, petition presented or resolution passed for the winding up of such Holdco and no meeting has been convened for the purpose of winding up such Holdco.

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(b) Authority; Validity of Agreements; No Violations. Such Holdco has full power and authority to execute and deliver this Agreement. Assuming the truth and accuracy of the representations and warranties set forth in Section 4.3 and Section 5.2(a), this Agreement constitutes a valid and legally binding obligation of such Holdco, enforceable against such Holdco in accordance with its terms, except as limited by the Bankruptcy and Equity Exception. Subject to the receipt of a Written Consent (if applicable), neither the execution, delivery or performance prior to and at the Closing of this Agreement by such Holdco, nor the consummation by such Holdco of the Transactions contemplated by this Agreement prior to and at the Closing, or compliance by it with any of the terms or provisions hereof or performance of its obligations hereunder prior to and at the Closing will, with or without the giving of notice, the lapse of time or both: (i) violate any Law applicable to such Holdco or any Permit held by such Holdco; (ii) violate or result in a breach of any of its Organizational Documents; (iii) require any Consent to be made or obtained by it; (iv) result in a violation or breach by it of, conflict with, result in a termination of, contravene or constitute or will constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which it is a party, or by which it or any of its properties or assets may be bound; or (v) result in the creation of any Encumbrance upon its properties or assets, except in the case of clauses (i), (iii), (iv) and (v), as would not be material to such Holdco. Subject to the receipt of a Written Consent (if applicable), such Holdco is not required to obtain any Consent in connection with the execution and delivery by it of this Agreement, nor, as of immediately prior to the Closing, the performance of this Agreement or the performance of its obligations hereunder.

(c) Capitalization. The Acquired Holdco Interests held by such Holdco Seller constitute all issued and outstanding equity interests of such Holdco. Except for the Acquired Holdco Interests of such Holdco, there are no other issued or outstanding equity interests, economic interests or voting interests in such Holdco, nor are there any debt or other interests outstanding that are convertible into or exchangeable or exercisable for any such equity, economic or voting interests. All of the Acquired Holdco Interests of such Holdco have been duly authorized and validly issued, are fully paid and non-assessable, have been offered, sold and delivered by such Holdco in compliance in all material respects with applicable securities and other applicable Laws and Contracts to which it is a party or by which it is bound, and have not been issued in violation of any Equity Rights. As of immediately prior to the Closing, such Holdco (other than WSI) shall have no Subsidiaries nor shall it own any equity, economic or voting interests in any other Person other than Holdco Owned Interests. There are no outstanding securities, options, warrants, calls, rights, conversion rights, preemptive rights, rights of first refusal, redemption rights, repurchase rights, plans, "tag-along" or "drag-along" rights, stock appreciation, restricted stock, phantom equity, profits interests or other equity or equity-based rights or similar rights commitments, agreements, arrangements or undertakings ("Equity Rights") (i) obligating such Holdco or any of its Affiliates to issue, deliver, redeem, purchase or sell, or cause to be issued, delivered, redeemed, purchased or sold, any equity, economic or voting interests in such Holdco or any securities or obligations convertible or exchangeable into or exercisable for, any such interests, (ii) giving any Person a right to subscribe for or acquire any equity, economic or voting interests in such Holdco or (iii) obligating such Holdco or any of its Affiliates to issue, grant, adopt or enter into any Equity Right. No Person other than such Holdco Seller has an ownership interest or the right to participate in the revenues, profits, goodwill or other assets of such Holdco, and, to the Knowledge of such Holdco Seller, no Person other than such Holdco Seller has ever alleged or made any claim that they do have any such right.

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(d) Ownership of Holdco Owned Interests. As of immediately prior to the Closing, such Holdco shall be the record and beneficial owner of the Equity Interests set forth opposite such Holdco's name on Schedule 3.4(d) of the Seller Disclosure Schedule (the "Holdco Owned Interests"), in each case free and clear of any and all Encumbrances other than Specified Permitted Encumbrances. Such Holdco shall have, as of immediately prior to the Closing, good and valid title to such Holdco Owned Interests, in each case free and clear of any and all Encumbrances other than Specified Permitted Encumbrances.

(e) Business. Such Holdco has never incurred, and does not have, any Liabilities of any kind, except for (i) contractual obligations pursuant to the express provisions of the Existing GenPar LPA, the Existing LPA or other Organizational Document governing the Holdco Owned Interests, (ii) contractual obligations pursuant to the express provisions of the Contracts set forth on Schedule 3.4(e) of the Seller Disclosure Schedule, (iii) liabilities in connection with, pursuant to or in accordance with this Agreement (including the Pre-Closing Restructuring) and (iv) Tax liabilities incurred in the ordinary course of business. Such Holdco has not engaged in any business other than purchasing, owning and investing, directly or indirectly, in Holdco Owned Interests and activities incidental thereto, and such Holdco has no assets other than Holdco Owned Interests, immaterial incidents of ownership relating thereto and the Contracts described in this Section 3.4(e).

(f) Financial Statements. Schedule 3.4(f) of the Seller Disclosure Schedule sets forth (i) true and complete copies of the unaudited balance sheet of such Holdco for the period ending December 31, 2020, and (ii) the unaudited income statement of such Holdco for the period ending December 31, 2020 (collectively, the "Holdco Financial Statements"). Assuming the truth, accuracy and completeness of the Schedule K-1s that such Holdco has received from the General Partner, each statement of assets, liabilities and members' equity included in the applicable Holdco Financial Statements presents fairly in all material respects the financial position, assets, liabilities and members' equity of such Holdco as of the dates and for the periods therein indicated, and the statements of operations included in the applicable Holdco Financial Statements present fairly in all material respects the results of the operations of such Holdco for the periods therein indicated.

(g) Compliance with Law. Such Holdco has at all times been in compliance in all material respects with all applicable Laws and such Holdco has not been threatened in writing to be charged with or given notice of any material violation of any applicable Law by any Governmental Authority. No representation or warranty is given under this Section 3.4(g) with respect to Taxes, which matters are covered exclusively under Section 3.4(e)(iii) and Section 3.4(i).

(h) Legal Proceedings. There is no Proceeding pending or, to the Knowledge of such Holdco Seller, threatened in writing against such Holdco.

(i) Taxes.

(i) Such Holdco (i) has duly and timely filed with the appropriate Taxing Authority all income and other material Tax Returns required to be filed by, or with respect to, it, and all such Tax Returns were prepared in compliance with applicable Law and in a manner consistent with the Schedules K-1 and any other Tax information, if any, it has received from the General Partner, and are true, correct and complete in all material respects and (ii) other than to the extent arising out of the matters set forth on Schedule 1.1-A of the Seller Disclosure Schedule (A) has timely paid (or has

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had paid on its behalf) in full all income and other material Taxes due and payable by it (whether or not reflected on any Tax Return) including in respect of income and gains of the General Partner allocated to it on such Schedule K-1s and (B) has not realized for Tax purposes any income or gains other than through the General Partner (or, in the case of WSI, indirectly through the Partnership) and reported on Schedules K-1 provided to it by the General Partner (except with respect to WSI, which has not realized for Tax purposes any income or gains other than indirectly through the Partnership). To the Knowledge of such Holdco Seller, the Tax information provided to it (or to such Holdco) on the Schedules K-1 and any other Tax information it has received from the General Partner or the Partnership is true, correct and complete in all material respects.

(ii) There are no material Encumbrances for Taxes upon the assets or properties of such Holdco, except for Permitted Encumbrances. There are no outstanding waivers or comparable consents regarding the application of the statute of limitations with respect to any material Taxes or material Tax Returns of such Holdco.

(iii) No jurisdiction in which such Holdco does not pay a particular Tax or file a particular Tax Return has made a written claim or written assertion that such Holdco is or may be subject to a particular Tax or required to file a particular Tax Return in such jurisdiction. There are no federal, state, local or foreign audits or other Proceedings, that have formally commenced or are presently pending with regard to any Taxes or Tax Returns of or including such Holdco, and such Holdco has not received written notification that such an audit or other Proceeding is threatened with respect to any Taxes owed by, or any Tax Return filed by or with respect to such Holdco. Such Holdco has not received from any Taxing Authority any notice of deficiency or proposed adjustment in writing for any Tax proposed, asserted, or assessed by any Taxing Authority against such Holdco which has not been paid in full.

(iv) Such Holdco is not a party to or bound by, and does not have any obligation under, any Tax Sharing Agreement.

(v) Such Holdco (or any predecessor of such Holdco) (with respect to WSI, other than a group the common parent of which was WSI) has not been a member of a federal, state, local or foreign consolidated, combined, unitary or similar group and such Holdco has no liability for the Taxes of another Person (with respect to WSI, other than its Subsidiary, WSI OHA (H) LLC) under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Laws, as a result of transfer, successor or similar liability, by operation of Law, by Contract or assumption or otherwise.

(vi) Such Holdco has complied in all material respects with (i) all applicable Laws relating to the payment and withholding of Taxes and has, within the time and manner prescribed by Law, withheld and paid over to the proper Taxing Authorities all material amounts required to be withheld and paid over under all applicable Laws and (ii) all material Tax information reporting, collection and retention provisions of applicable Laws.

(vii) Except as set forth on Schedule 3.4(i)(viii) of the Seller Disclosure Schedule, such Holdco has not (a) participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4 (or any similar or comparable provision of state, local or foreign law) or (b) requested or received any Tax ruling, technical advice memorandum or similar document, transfer pricing agreement, or similar agreement or signed an agreement with any Taxing Authority.

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(viii) Such Holdco is, and, unless otherwise noted in Schedule 3.4(i)(viii) of the Seller Disclosure Schedule, has been at all times since the date of its formation, classified for U.S. federal income tax purposes as set forth opposite such Holdco's name on Schedule 3.4(i)(viii) of the Seller Disclosure Schedule.

(ix) Such Holdco will not be required to include in any taxable period ending after the Closing Date any material item of taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date) as a result of (A) the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, or Section 481 of the Code for a taxable period ending on or prior to the Closing Date, (B) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed on or prior to the Closing Date, (C) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) or (D) prepaid amount received on or prior to the Closing Date.

(x) Such Holdco has no deferred payment obligation pursuant to Section 965 of the Code.

(xi) Such Holdco has not deferred any "applicable employment taxes" (as defined in Section 2302(d)(1) of the CARES Act) in respect of calendar year 2020 pursuant to Section 2302 of the CARES Act, which Taxes would otherwise have been payable by such Holdco in respect of calendar year 2020 but for the application of the CARES Act, and such Holdco has not applied for or incurred any U.S. Small Business Administration Paycheck Protection Program loan.

(xii) All related party transactions involving such Holdco have been conducted at arm's length in material compliance with Section 482 of the Code and the Treasury Regulations promulgated thereunder and any comparable provisions of any other Tax law.

(xiii) Such Holdco (other than WSI) has provided or made available to Buyers true, correct and complete copies of (a) the Tax Returns of such Holdco (including any amendments thereto) filed on or prior to the date of this Agreement for each taxable year beginning on or after January 1, 2019 and (b) all examination reports and statements of deficiencies, if any, relating to the audit of such Tax Returns by any Taxing Authority, for each taxable year beginning on or after January 1, 2018.

(xiv) Such Holdco has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(xv) In the case of a Corporate Holdco, such Corporate Holdco has been a validly electing S corporation (an "S Corporation") within the meaning of Sections 1361 and 1362 of the Code (and under any analogous state or local Tax law) at all times during its existence and such Corporate Holdco will be an S Corporation up to and including the Closing Date. Such Corporate Holdco (i) is not liable for any Tax under Section 1374 of the Code (or under any analogous state or local Tax law) and (ii)

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has not, since its formation, acquired assets from another corporation in a transaction in which the Tax basis was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor.

(xvi) In the case of WSI, WSI has elected to be treated as a corporation for U.S. federal (and, to the extent relevant, state and local) Income Tax law purposes at all times during its existence and will be treated as a corporation up to and including the Closing Date.

(xvii) Each of the Corporate Holdcos and the applicable Holdco Sellers have not taken any action and, to the Knowledge of the applicable Person, are not aware of the existence of any fact or circumstance that would reasonably be expected to prevent or impede the applicable Merger from qualifying for the Intended Merger Tax Treatment.

(xviii) Each of the Corporate Holdcos has complied with applicable escheat and unclaimed property Laws in all material respects.

(xix) Other than the representations contained in Section 3.4(i)(iv), Section 3.4(i)(viii), Section 3.4(i)(xv) and Section 3.4(i)(xx), no representation or warranty contained in this Section 3.4(i) shall apply directly or indirectly with respect to any taxable period (or portion thereof) beginning after the Closing Date.

(xx) As of December 31, 2020, WSI reported a net operating loss carry forward for U.S. federal income tax purposes of nineteen million, three hundred forty-two thousand, three hundred thirty-three dollars (\$19,342,333) (the "WSI NOL"). Prior to the sale and transfer of the Purchased Holdco Interests contemplated by this Agreement, none of the net operating losses of WSI as determined for U.S. federal (and applicable state and local) income tax purposes were subject to limitations pursuant to Section 382 of the Code (or any corresponding or similar provisions of state or local Law).

Section 3.5 Legal Proceedings. There is no Proceeding pending or, to such Seller's knowledge, threatened in writing against such Seller or any Affiliate of such Seller that, individually or in the aggregate, would reasonably be expected to prevent or materially impair or materially delay the ability of such Seller to perform its obligations hereunder or under any Ancillary Agreement.

Section 3.6 Brokers and Finders. Except as set forth on Schedule 3.6 of the Seller Disclosure Schedule, no agent, broker, Person, financial advisor or other intermediary acting on behalf of such Seller or such Holdco is, or will be, entitled to any broker's commission, finder's fees or similar payment from any of the Parties, or from any Affiliate of any of the Parties, in connection with the Transactions.

### Section 3.7 Purchased Co-Investment Interests.

(a) Schedule 3.7(a) of the Seller Disclosure Schedule sets forth complete and accurate information, with respect to each Purchased Co-Investment Interest, regarding (i) the name of the applicable Co-Investment Entity that has issued such interest, (ii) the amount of such Co-Investment Seller's capital commitment to such Co-Investment Entity, and (iii) the amount of such Co-Investment Seller's unfunded capital commitment to such Co-Investment Entity as of June 30, 2021. Such Co-Investment Seller has contributed to the capital of each of the Co-Investment Entities, following such Co-Investment Seller's receipt of a notice by or on behalf of such Co-

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Investment Entity that such Co-Investment Seller is required to contribute capital to such Co-Investment Entity, all amounts which it was required to contribute pursuant to the terms of the Organizational Documents of such Co-Investment Entity and, except for such Co-Investment Seller's unfunded capital commitment to such Co-Investment Entity, as of the date hereof, to the knowledge of such Co-Investment Seller, such Co-Investment Seller has no currently outstanding obligation to make any further capital contributions or other payments or contributions to any of the Co-Investment Entities;

(b) Assuming the valid and binding obligations of the other parties thereto, the Organizational Documents of each Co-Investment Entity to which such Co-Investment Seller is a party and has executed and delivered to such Co-Investment Entity are valid and binding against such Co-Investment Seller and are in full force and effect as to such Co-Investment Seller, except as may be limited by the Bankruptcy and Equity Exception. Except for the Organizational Documents, this Agreement and the Ancillary Agreements, such Co-Investment Seller is not party to any other Contract with respect to any of the Purchased Co-Investment Interests. Such Co-Investment Seller has not received written notice that it is, nor to the knowledge of such Co-Investment Seller, is such Co-Investment Seller currently in default under any such Organizational Documents of the Co-Investment Entities that are applicable to such Co-Investment Seller; and

(c) Such Co-Investment Seller has not received written notice that it has, nor to the knowledge of such Co-Investment Seller does it have, any outstanding obligation to return any distributions or portions thereof previously received by them from a Co-Investment Entity.

Section 3.8 Investor Representations. Each Seller with a Stock Percentage greater than 0% is acquiring Buyer Stock under this Agreement for the purpose of investment for its own account, not as a nominee or agent, and not with a view to or for the public resale or distribution thereof in violation of federal or state securities Laws and with no present intention of distributing or reselling any part thereof. Each Seller with a Stock Percentage greater than 0% acknowledges that the sale of such Buyer Stock hereunder has not been registered under the Securities Act or any state securities Laws, and that none of the shares of Buyer Stock may be sold, transferred, offered for sale, pledged, hypothecated, or otherwise disposed of except pursuant to registration under the Securities Act, pursuant to an exemption from the Securities Act or in a transaction not subject thereto. Each Seller with a Stock Percentage greater than 0% represents that it is an Accreditor Investor.

Section 3.9 Exclusivity of Representations. Buyers and Merger Subs acknowledge and agree that the representations and warranties made by Sellers in this Article III are the exclusive representations and warranties made by Sellers. Each Seller hereby disclaims any other express or implied representations or warranties, whether written or oral.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY GROUP ENTITIES

Except as set forth in the Company Disclosure Schedule (it being agreed that any matter disclosed in the Company Disclosure Schedule with respect to any section of this Article IV shall be deemed to have been disclosed for purposes of each other Section or subsection of this Article IV to the extent the applicability of such matter so referenced is

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reasonably apparent on the face of such included matter), each of the Companies hereby, jointly and severally, represent and warrant to Buyers and Merger Subs as follows:

Section 4.1 Organization, Etc.

(a) Each Company Group Entity and each Co-Investment Entity is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed or organized, except where the failure to be in good standing (or the equivalent thereof) would not reasonably be expected to be material to the Company Group Entities and Co-Investment Entities, taken as a whole. Each Company Group Entity and each Co-Investment Entity has the requisite power and authority to carry on its business and to own, lease and operate all of its properties and assets, as currently conducted, owned, leased or operated, except where the failure to have such power or authority would not reasonably be expected to be material to the Company Group Entities and Co-Investment Entities, taken as a whole. Each Company Group Entity and each Co-Investment Entity is duly qualified to do business in each jurisdiction in which the nature of its business or the character or location of the properties and assets owned, leased or operated by it makes such qualification necessary, except where the failure to be so qualified, licensed or registered would not reasonably be expected to be material to the Company Group Entities and Co-Investment Entities, taken as a whole. The Companies have provided to Buyers true and correct copies of all of the Organizational Documents (excluding any certificates of formation or other formation documents that do not contain the existing material and operative terms governing the relationships among such entities and their equityholders) of each of the Company Group Entities and Co-Investment Entities. Each Organizational Document of each Company Group Entity and each Co-Investment Entity is in full force and effect and there has been no material violation thereof by any Company Group Entity or any Co-Investment Entity, as applicable.

(b) (i) No steps have been taken for the appointment of an administrator or receiver (including an administrative receiver) of all or any part of any Company Group Entity's or any Co-Investment Entity's (ii) none of any Company Group Entity or any Co-Investment Entity has made or proposed any arrangement or composition with its creditors or any class of creditors, (iii) none of the Company Group Entities or Co-Investment Entities is insolvent, or unable to pay its or his debts within the meaning of the insolvency legislation applicable to any Company Group Entity or any Co-Investment Entity, and none of the Company Group Entities or Co-Investment Entities nor any equityholder thereof has stopped paying its debts as they fall due, (iv) no execution or other process has been levied against any Company Group Entity or any Co-Investment Entity or action taken to repossess goods in the possession of any Company Group Entity or any Co-Investment Entity, and (v) no unsatisfied judgment is outstanding against any Company Group Entity or any Co-Investment Entity.

Section 4.2 Capital Structure.

(a) Section 4.2(a) sets forth as of the date hereof a true and correct list of the Company Group Entities, the CLO Entities and the Co-Investment Entities listing for each of them its name, type of Entity, jurisdiction of organization, the issued and outstanding ownership interests of each such Entity (the "Group Interests") and each record and beneficial owner of any Group Interest, together with the amount and/or percentage of such Entity owned by each such Person (including a schedule of all Persons entitled to share in any carried interest or performance fees or other revenues of any kind); provided, that with respect to the CLO Entities, the Group Interests shall only include those ownership interests of each CLO Entity owned by the Company Group

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Entities. There are no other issued or outstanding equity or equity-based interests, economic interests or voting interests in any Company Group Entity or any Co-Investment Entity other than the Group Interests nor are there any debt or other interests outstanding that are convertible into or exchangeable or exercisable for any such equity, economic or voting interests. All of the issued and outstanding Group Interests have been duly authorized and validly issued, are fully paid and non-assessable, have not been issued in violation of any Equity Rights, have been offered, sold and delivered by the relevant Company Group Entity, CLO Entity or Co-Investment Entity, as applicable, in compliance in all material respects with applicable securities and other applicable Laws and Contracts.

(b) Holdco Owned Interests represent, both before and after giving effect to the Closing, but in any event following the Pre-Closing Restructuring, the Percentage Interests in the General Partner or the Partnership, as applicable, as set forth on Schedule 3.4(d). Following the Pre-Closing Restructuring, the General Partner's sole material assets are Class B Interests of the Partnership, representing a 40.7183184% Percentage Interest in the Partnership, and the General Partner conducts no business other than acting as the general partner of the Partnership and such activities as are incidental thereto. The Business is conducted entirely through the Company Group Entities and no part of the Business is conducted by the General Partner outside of the Company Group Entities. Without limiting the generality of the foregoing, none of the General Partner nor any OHA Partner has the right to receive any fee or revenue streams, or other economic rights or interests derived therefrom, from the Business except through their direct or indirect ownership of the Companies.

(c) Except as set forth on Schedule 4.2(c), the Partnership has the right to receive, directly or indirectly, 100% of the management fees, performance fees and similar revenue streams paid by or in respect of each of the Company Funds. Each Purchased SPV Interest represents the right to receive the percentage set forth on Schedule 4.2(a) hereto of the carried interest and similar revenue streams from the applicable Company Fund(s) and of all returns on the capital invested directly or indirectly by such SPV in the applicable Company Fund(s).

(d) Except as set forth on Schedule 4.2(d) and except as set forth in the Organizational Documents of the Company Group Entities and Co-Investment Entities, as applicable, that in each case have been provided to Buyers, there are no Equity Rights (i) obligating or any Company Group Entity or Co-Investment Entity or any of their respective Affiliates to issue, deliver, redeem, purchase or sell, or cause to be issued, delivered, redeemed, purchased or sold, any Group Interests or any securities or obligations convertible or exchangeable into or exercisable for, any Group Interests, (ii) giving any Person a right to subscribe for or acquire any Group Interests or (iii) obligating any Company Group Entity or Co-Investment Entity or any of their respective Affiliates to issue, grant, adopt or enter into any Equity Right. Neither the Company Group Entities nor Co-Investment Entities nor any of their respective Affiliates (excluding the Company Funds in the ordinary course of business and in accordance with its investment strategy) has outstanding Indebtedness that entitles or conveys to any Person the right, to vote, or that is convertible into or exercisable for Group Interests. Except as set forth on Schedule 4.2(d), no Person other than the owners of the Group Interests has an ownership interest or the right to participate in the revenues, profits, goodwill or other assets of the Company Group Entities or Co-Investment Entities and, to the Knowledge of the Companies, no Person, other than the owners of the Group Interests, in the past three (3) years has alleged or made any claim that they do have any such right.

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Section 4.3 Authority; Validity of Agreements. Each of the Companies and the Co-Investment Entities have the requisite power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by the Companies and the Co-Investment Entities of this Agreement and each of the Ancillary Agreements to which they are a party, and the consummation by the Companies and the Co-Investment Entities of the Transactions, have been duly and validly authorized and approved by all necessary corporate or other action of the Companies or the Co-Investment Entities, as applicable, including any necessary approval or consent of their respective shareholders, members, partners or other equity owners. This Agreement and each Ancillary Agreement executed and delivered by the Companies or the Co-Investment Entities have been duly and validly executed and delivered by the Companies or the Co-Investment Entities, as applicable, and (assuming due authorization, execution and delivery by the other Parties hereto) this Agreement and each Ancillary Agreement constitutes a valid and binding obligation of the Companies and the Co-Investment Entities enforceable against each of them in accordance with its terms, except as limited by the Bankruptcy and Equity Exception.

Section 4.4 Consents and Approvals. Except as set forth on Schedule 4.4, none of any Company Group Entity, Co-Investment Entity or Company Fund is required to obtain any Consent of or provide any notice to any Governmental Authority in connection with the execution and delivery by the Companies or the Co-Investment Entities of this Agreement and each Ancillary Agreement, the performance of this Agreement and each Ancillary Agreement by the Companies and the Co-Investment Entities or the performance of their respective obligations hereunder or thereunder.

Section 4.5 No Conflicts. Except as set forth on Schedule 4.5(a) or any required Client Consent in connection with the Transactions, the execution, delivery and performance of this Agreement and the Ancillary Agreements by the Companies and the Co-Investment Entities, and the consummation of the Transactions, will not (a) conflict with, result in a material breach of, result in a termination of, contravene or constitute a material default under, or be an event that with the giving of notice or passage of time or both will become a material default under, or give to any other Person any right of termination, payment, acceleration, vesting or cancellation of or under, or accelerate the performance required by or maturity of, or result in the creation of any Encumbrance or loss of any material rights of any Company Group Entity, any Co-Investment Entity or Company Fund pursuant to any of the terms, conditions or provisions of or under (i) any applicable Law or Permit, (ii) the Organizational Documents of any Company Group Entity, any Co-Investment Entity or any Company Fund or (iii) any Material Contract, material Plan or any other material instrument binding upon a Company Group Entity, a Co-Investment Entity or a Company Fund, or to which the property of a Company Group Entity, a Co-Investment Entity or Company Fund or any portion of the Business is subject (including material Fund Documentation); or (b) result in a “key person” or “for cause” event (or similar concept) under any Fund Documentation, including, but not limited to, the ability of the limited partners of such Company Fund to vote on the removal of the general partner of such Company Fund, the termination or suspension of the obligation of each partner to make capital contributions or the termination of such Company Fund as a result of such event. Schedule 4.5(b) sets forth a list of all Company Funds and the required Client Consent for such Company Funds.

#### Section 4.6 Financial Statements and Records.

(a) The Companies have provided Buyers with true and complete copies of the Companies Financial Statements. Each combined statement of financial

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position included in the combined Companies Financial Statements of the Companies, including therein the Partnership and its Subsidiaries presents fairly in all material respects the combined financial position of the Companies as of the date thereof, and the other combined financial statements included in such Companies Financial Statements present fairly in all material respects the combined results of the operations and comprehensive income, changes in capital (deficit) and cash flows of the Companies for the periods therein set forth. The Companies Financial Statements have been prepared and presented in accordance with GAAP consistently applied during the periods involved (except as noted therein and, in the case of unaudited Companies Financial Statements, for the absence of footnotes and year-end adjustments and accruals normal in nature and amount).

(b) Each of the Company Group Entities and Company Funds maintains internal controls over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, including policies and procedures applicable to each Company Group Entity and Company Fund that (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of the Company Group Entities, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with applicable Law, and that receipts and expenditures of the Company Group Entities are being made only in accordance with authorizations of management and directors of the Company Group Entities and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Company Group Entities.

(c) To the Knowledge of the Companies, the books and records of the Company Group Entities and each Company Fund have been fully, properly and accurately maintained in all material respects, in compliance with all applicable Laws, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

(d) Except as set forth on Schedule 4.6(d), no Company Group Entity has engaged in any “off balance sheet” or similar financing of a type which would not be required to be shown or reflected in the Companies Financial Statements.

Section 4.7 Absence of Undisclosed Liabilities. No Company Group Entity has or is subject to any claims, liabilities or obligations of any nature (whether known, unknown, absolute, accrued, contingent or otherwise) (collectively, “Liabilities”), except (a) as and to the extent specifically disclosed and reserved against in the Most Recent Balance Sheets or footnotes thereto, (b) executory contractual obligations that (i) were incurred after the date of the Most Recent Balance Sheets in the ordinary course of business consistent in nature and amount with past practice of the relevant Company Group Entity and (ii) do not arise from any breach or violation of, or default under, such contracts, (c) would not reasonably be expected to be, individually or in the aggregate, material to the Company Group Entities, the Company Funds, the Business, or the results of operations or financial results of the Business or (d) as set forth on Schedule 4.7.

Section 4.8 Absence of Certain Changes. Since June 30, 2021 through the date of this Agreement, (A) each Company Group Entity and Company Fund has conducted its business in the ordinary course consistent with past practices of such Company Group Entity or such Company Fund, respectively, (B) there has not occurred any change, effect, event, occurrence, development or state of facts that has, or would reasonably be expected to (i) except as set forth on Schedule 4.8, have a material adverse effect on the

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business, condition (financial or otherwise), assets, properties, management or results of operations of the Company Group Entities or any Company Fund or (ii) materially impair or delay any Company's ability to promptly perform its obligations hereunder or under any Ancillary Agreement and (C) except as set forth on Schedule 4.8, neither the Company Group Entities nor the Company Funds have:

- (a) formed any new Company Fund or formed any Subsidiary of any Company Group Entity;
- (b) amended the Organizational Documents of the Company Group Entities or the Company Funds;
- (c) entered into any Side Letters;
- (d) purchased or redeemed or otherwise acquired any Group Interests or other equity interests of any of them, except in the case of a Company Fund, in the ordinary course of business consistent in nature and amount with past practice;
- (e) made any distribution or declared, paid or set aside any dividend with respect to (excluding in each case, (i) prior to the date hereof, ordinary course distributions and (ii) following the date hereof but prior to 12:01 a.m. ET on the Closing Date, any distribution of cash or cash equivalents), or split, adjusted, combined, redeemed, reclassified, purchased or otherwise acquired directly, or indirectly, any of its equity interests or any options, warrants, securities or other rights exercisable therefor or convertible therein (other than redemptions of interests in the Company Funds made in the ordinary course of business consistent in nature and amount with past practice);
- (f) pledged, granted, issued, delivered, sold or otherwise disposed of any equity or equity-based interests, capital stock, notes, bonds, or other securities in any other Company Group Entity, or grant of any options, warrants, equity appreciation, restricted stock, restricted stock units, phantom units or other rights to purchase or obtain (including upon conversion, exchange or exercise) any equity interests in any other Company Group Entity;
- (g) acquired any business or Person, by merger or consolidation, purchase of assets or equity interests or otherwise, except in the case of a Company Fund, in the ordinary course of business consistent in nature and amount with past practice;
- (h) entered into any, joint venture, strategic alliance, stockholders' agreement, co-marketing, co-promotion, joint development or similar arrangement (other than joint ventures that only the Company Funds (and not any Company Group Entity) are party to);
- (i) paid, discharged, settled, waived or satisfied any material claims, Proceedings, Liabilities or obligations except in the ordinary course of business consistent in nature and amount with past practice;
- (j) sold, transferred, assigned, conveyed, leased, licensed mortgaged, pledged or otherwise subjected to any Encumbrance any of its material properties, assets or liabilities, tangible or intangible, other than in the ordinary course of business consistent in nature and amount with past practices;
- (k) incurred, assumed or guaranteed (including by way of any agreement to "keep well" or of any similar arrangement) any Indebtedness or amended

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the terms relating to any Indebtedness (in either case other than (i) Indebtedness incurred (A) by any Company Fund in the ordinary course of business and in accordance with its investment strategy or (B) under the Credit Agreement) or (ii) Indebtedness of the type described in clauses (j) or (k) of the definition thereof that is incurred in the ordinary course of business or that is not material to the Company Group Entities, taken as a whole;

(l) made any payment in respect of, or became obligated to make any payment under, any “claw-back” or similar obligation in respect of a Company Fund;

(m) changed any accounting principle, method or practice (including any principles, methods or practices relating to the estimation of reserves or other liabilities), other than changes required by GAAP to be implemented during such period;

(n) (i) hired, terminated (other than for cause), or sent or received notice of the termination of, the employment or engagement of any OHA Partner, or any member, director, officer, employee or other individual service provider of any Company Group Entity with an annual base salary or annual fees of \$500,000 or more, (ii) established, adopted, entered into, amended or terminated any Plan (other than, following the date hereof, in the ordinary course of business) or collective bargaining agreement or (iii) loan or advance any money or any other property to any present or former member, director, officer, employee or individual service provider of any Company Group Entity;

(o) (i) planned, announced, implemented, or effected any reduction in force, termination, layoff, furlough, early retirement, or other similar program concerning ten (10) or greater employees, partners, or other personnel of any Company Group Entity, including any such event that would require advance notice or trigger any obligations under the Worker Adjustment and Retraining Notification Act or any similar Law, (ii) materially increased the total number of employees, consultants, partners, self-employed contractors, agency workers, or other personnel that are employed or engaged by the Company Group Entities, or (iii) recognized, made any commitment to, or incurred any Liability to any labor union, labor organization, or similar Person;

(p) made or incurred any capital expenditure or other financial commitment (other than any financial commitment made or incurred by any Company Fund in the ordinary course of business consistent in nature and amount with past practice and in accordance with its investment strategy) requiring payments in any fiscal year in excess of \$500,000 individually or \$5,000,000 in the aggregate;

(q) made any material tax election, other than in the ordinary course of business consistent with past practice, changed or revoked any material Tax election or settled and/or compromised any Tax item with respect to a material amount of Taxes; changed any material method of Tax accounting; prepared any material Tax Returns in a manner that is inconsistent with its past practice with respect to the treatment of items on such Tax Returns; filed a material amended Tax Return or a claim for refund of a material amount of Taxes with respect to its income, operations or property; or consented to any extension or waiver of the statute of limitations period with respect to a material amount of Taxes;

(r) conducted its billing and cash management customs and practices (including the collection of receivables and payment of payables) other than in the ordinary course of business consistent with past practice;

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(s) accelerated the payment of any management fees, performance fees, incentive fees, transaction fees, accounts receivable or other similar fees of revenue streams including in a manner such that such fees or revenue streams that would have been paid in the ordinary course following the Closing are instead paid prior to the Closing or delayed the payment of any fees, note, account payable or other Indebtedness beyond its due date or the date when such payment would have been paid in the ordinary course of business;

(t) made, assumed, guaranteed, endorsed or effected any loan or advance or other extension of credit, to any other Person (other than loans, advances or extensions of credit made or effected between the Company Group Entities or by any Company Fund in accordance with its investment strategy) or incurred, assumed, amended, modified or guaranteed any debt, or issued or sold any debt securities (or rights to acquire debt securities), except unsecured current obligations and liabilities incurred in the ordinary course of business;

(u) failed to use commercially reasonable efforts to replace, extend or renew, any material insurance policy of the Company Group Entities or any Company Fund;

(v) sold or otherwise disposed of any of any material assets shown or reflected on the balance sheets of the Company Group Entities, except in the ordinary course of business and except for any assets having an aggregate value of less than \$1,000,000;

(w) entered into or adopted any plan of merger, consolidation, reorganization, liquidation, restructuring, recapitalization or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(x) breached any Material Contract, or taken any action (or omitted to take any action) which, with the delivery of notice, the passage of time or both, would result in a breach of any Material Contract, in each case, in any material respect;

(y) taken any action or omitted to take any action that would result in a “key person” or “for cause” event (or similar concept) under any Fund Documentation;

(z) incurred any deferred rent; or

(aa) entered into any Contract or letter of intent with respect to (whether or not binding), or otherwise committed or agreed, whether or not in writing, to do any of the foregoing.

Section 4.9 Assets. Except as would not be material to the Company Group Entities, taken as a whole, the Company Group Entities own and have (and immediately after giving effect to the consummation of the Transactions, the Company Group Entities will have) good, valid and marketable title to, or in the case of leased property have (and immediately after giving effect to the Transactions, the Company Group Entities will have) good and valid leasehold interests in, all of the properties and assets (real, personal or mixed, tangible or intangible) necessary for the conduct of, or otherwise material to the Business, in each case free and clear of any Encumbrance, other than the Permitted Encumbrances.

Section 4.10 Real Property.

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(a) No Company Group Entity or Company Fund owns nor has ever owned any real property or any interest therein and no Company Fund leases any real property (other than in each case direct or indirect investments in real property made or effected by any Company Fund in accordance with its investment strategy).

(b) Schedule 4.10 identifies all of the real property (each, a “Leased Real Property”) leased, licensed or subleased by the Company Group Entities (including all amendments, modifications, guaranties and other agreements with respect thereto, the “Leases”). The Companies have made available or delivered to Buyers true and correct copies of all Leases. The Leases constitute all of the real property leased, subleased, licensed or otherwise used in connection with the operation of the Business as presently conducted. There exists no default or any condition, or any state of facts or event which with the passage of time or giving of notice would constitute a default, in the performance of its obligations under any of the Leases by any Company Group Entity or, to the Knowledge of the Companies, by any other party to any of the Leases. No Company Group Entity has received any written notice from the other party to any of the Leases claiming that any Company Group Entity is in breach of its obligations under the respective Leases. Each of the Leases is the legal, valid and binding obligation of the Company Group Entities and each other party to such Lease and each of the Leases is enforceable against a Company Group Entity and, to the Knowledge of the Companies, each other party to such Lease except as may be limited by the Bankruptcy and Equity Exception. Each Company Group Entity is in sole possession of the Leased Real Property and has not assigned, transferred, sublet, mortgaged or otherwise conveyed or encumbered all or any portion of its respective interest in any of the Leases or the Leased Real Property. As of the date hereof, accrued and unpaid costs incurred in connection with construction, alteration or other leasehold improvement work with respect to any Leased Real Property do not exceed \$250,000 in the aggregate. With respect to each parcel of Leased Real Property: (i) no Company Group Entity has received any written notice of (x) violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Leased Real Property, (y) existing, pending or threatened condemnation proceedings affecting the Leased Real Property, or (z) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Leased Real Property as currently operated; (ii) neither the whole nor any portion of any Leased Real Property has been damaged or destroyed by fire or other casualty; and (iii) to the Knowledge of the Companies, each parcel of Leased Real Property is adequately served by proper utilities and other building services necessary for its current use and all of the buildings and structures located thereon are structurally sound with no defects that are not being addressed in the ordinary course and are in good operating condition in all respects, ordinary wear and tear excepted.

#### Section 4.11 Material Contracts.

(a) Section 4.11(a) contains a true and correct list of all Material Contracts in existence on the date of this Agreement (excluding Client Contracts, Distribution Agreements and other Fund Documentation) (other than Contracts described in clause (o) of the definition of “Material Contract”). The Companies have made available or delivered to Buyers true and correct copies of all written Material Contracts, including any amendments thereto, and accurate and complete descriptions of all material terms of all oral Material Contracts.

(b) Each Material Contract is valid and binding on the applicable Company Group Entity and/or the applicable Company Fund, as applicable, and in full force and effect, and is enforceable against the applicable Company Group Entity or

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Company Fund and to the Knowledge of the Companies, each other party thereto in accordance with its terms except as may be limited by the Bankruptcy and Equity Exception. There are no existing material defaults (or circumstances, occurrences, events or acts that, with the giving of notice or lapse of time or both would become material defaults) of the applicable Company Group Entity and/or the applicable Company Fund or, to the Knowledge of the Companies, any other party thereto under any Material Contract. Each Material Contract has been performed in all material respects by the applicable Company Group Entity and/or the applicable Company Fund in accordance with its terms in all material respects.

Section 4.12 Legal Proceedings. Schedule 4.12 contains a complete and correct list of all Proceedings and material Client complaints against or involving any Company Group Entity or Co-Investment Entity or current or former officer, director, partner, employee, agent or Affiliate thereof (including any OHA Partner) in connection with their status as such, any Company Fund or the Business pending or, to the Knowledge of the Companies, threatened within the past three (3) years, excluding any litigation that the Company Funds may be engaged in from time to time solely in the ordinary course of business in connection with such Company Funds' investment strategies.

Section 4.13 Affiliate Transactions.

(a) Except as set forth on Schedule 4.13(a), there is not any agreement or arrangement between any Company Group Entity, any Co-Investment Entity or Company Fund, on the one hand, and any Related Party (each (other than as described in clauses (a)-(d) below), a "Related Party Agreement"), on the other hand, other than (a) those contained in this Agreement or the Ancillary Agreements, (b) those set forth in the Organizational Documents of the Company Group Entities or the Co-Investment Entities (copies of which have been provided to Buyers), (c) compensation, benefits and travel advances paid or made to employees of the Company Group Entities (or independent contractors of the Company Group Entities ) in the ordinary course of business consistent with past practice and (d) agreements between any Company Group Entity, any Co-Investment Entity or Company Fund, on the one hand, and any OHA Partner, on the other hand, setting forth the terms of departure or admission of any OHA Partner. Except as set forth on Schedule 4.13(a), to the Knowledge of the Companies, no Related Party (i) owns, directly or indirectly, any interest in any property (real, personal, or mixed and whether tangible or intangible) or asset used in or held for use in connection with or pertaining to the Business, (ii) serves as a trustee, officer, director or employee of any Person that is an investment of a Client (other than a Company Fund or an investment of a Company Fund) or a supplier, lessor, lessee or competitor of any Company Group Entity, Co-Investment Entity or Company Fund or (iii) receives any payment, compensation, equity-participation, revenue share, commission, fee or other similar economic benefit (other than compensation from or distributions by the Companies) from or in relation to any Client (other than from an investment of a Company Fund or Co-Investment Entity) or any services provided by any Company Group Entity.

(b) Without limiting the generality of Section 4.13(a) and except as set forth on Schedule 4.13(b), there is not any agreement or arrangement between any Company Group Entity, any Co-Investment Entity, any Company Fund or any OHA Partner, or any of their respective Affiliates, on the one hand, and Sellers or any of their Affiliates, on the other hand, in each case in respect of or relating to the ownership of any equity or other economic interests in any of the Company Group Entities or Co-Investment Entities other than (i) as set forth in the Organizational Documents of the Partnership, the SPVs and Co-Investment Entities true and correct copies of which have

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been provided to Buyers, (ii) as set forth in the Existing Relationship Agreement, a true and correct copy of which has been provided to Buyers or (iii) those contained in this Agreement or the Ancillary Agreements.

Section 4.14 Compliance with Law; Government Regulation.

(a) Each Company Group Entity, each Co-Investment Entity and each Company Fund has at all times in the three (3) years preceding the date of this Agreement complied with and is in compliance with all applicable Laws, except where the failure to comply would not reasonably be expected to be material to the Company Group Entities, Co-Investment Entities and the Company Funds, taken as a whole. Within the three (3) years preceding the date hereof, none of the Company Group Entities, Co-Investment Entities nor Company Funds has at any time received any oral or written notice asserting any material violation by any of them of any applicable Law.

(b) Each Company Group Entity, each Co-Investment Entity and each Company Fund holds, and is in compliance with all requirements under, all licenses, registrations, consents, franchises, permits, orders, warrants, confirmations, permissions, certificates, approvals and authorizations (collectively, "Permits") that are required in order to permit the General Partner or such Company Group Entity, Co-Investment Entity or Company Fund, as applicable, to own or lease its properties and assets and to conduct the Business as presently conducted under and pursuant to all applicable Laws, except where the failure to hold or comply would not reasonably be expected to be material to the Company Group Entities and the Company Funds, taken as a whole. All such Permits are in full force and effect and are not subject to any suspension, cancellation, modification or revocation or any Proceedings related thereto, and, to the Knowledge of the Companies, no such suspension, cancellation, modification or revocation or Proceeding is reasonably likely or threatened. Each Company Group Entity, Co-Investment Entity and Company Fund and each employee, officer, director, partner, member, or any "associated person" (as defined in the Advisers Act) of any Company Group Entity, any Co-Investment Entity or any Company Fund (including the OHA Partners) who is required to be registered, licensed, or qualified under applicable Law, is duly registered, licensed, or qualified as such, and such registration, license, or qualification is in full force and effect, except where the failure to so register or obtain a license or qualification would not be material.

(c) The Company Group Entities who are required to be registered as investment advisers under the Advisers Act, or, the laws of any state or other jurisdiction, are so registered. None of the Company Group Entities that is not registered as an investment adviser under the Advisers Act or the applicable Laws of any state or other jurisdiction is required to be registered as an investment adviser under the Advisers Act or the applicable Laws of any state or other jurisdiction. The Company Group Entities have timely filed all material forms, reports, registration statements, schedules and other documents (including the Form ADV and Form PF), together with any amendments required to be made with respect thereto, that were required to be filed with any applicable Governmental Authority and have paid all fees and assessments due and payable in connection therewith, except where the failure to file would not reasonably be expected to be material to the Company Group Entities, taken as a whole. Each Company Group Entity, Co-Investment Entity, and Company Fund is not required to register as an "investment company" under the Investment Company Act.

(d) Except as otherwise set forth on Schedule 4.14(c), neither the General Partner nor any Company Group Entity is or has been (i) a bank, trust company, broker-dealer, commodity broker-dealer, municipal advisor, commodity pool operator,

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commodity trading advisor, real estate broker, insurance company, insurance broker or transfer agent within the meaning of any applicable Law, (ii) required to be registered, licensed or qualified as a bank, trust company, broker-dealer, municipal advisor, commodity broker-dealer, commodity pool operator, commodity trading advisor, real estate broker, insurance company, insurance broker or transfer agent under any applicable Law or (iii) subject to any liability or disability by reason of any failure to be so registered, licensed or qualified. No Company Group Entity has received notice (oral or written) of, and to the Knowledge of the Companies, there is no pending Proceeding concerning any failure by any Company Group Entity to obtain any bank, trust company, broker-dealer, municipal advisor, commodity broker-dealer, commodity pool operator, commodity trading advisor, real estate broker, insurance company, or insurance broker or transfer agent registration, license or qualification.

(e) Except as otherwise set forth on Schedule 4.14(e), none of the Company Group Entities or any “associated person” (as defined in the Advisers Act) of any of them is ineligible pursuant to Section 203 of the Advisers Act to serve as an investment adviser or “associated person” (as defined in the Advisers Act) of an investment adviser, nor is there any Proceeding pending or, to the Knowledge of the Companies, threatened by any Governmental Authority which would result in the ineligibility of any Company Group Entity or any “associated person” to serve in any such capacities.

(f) Neither any Company Group Entity, Co-Investment Entity or Company Fund nor any employee, officer, director, partner, member, or “associated person” (as defined in the Advisers Act) of any of them (including the OHA Partners), is or at any time within the past three (3) years has been (i) subject to any cease and desist, censure or other disciplinary or similar order issued by, (ii) a party to any consent agreement, memorandum of understanding or disciplinary agreement with, (iii) a party to any commitment letter or similar undertaking to, (iv) subject to any order or directive by or (v) a recipient of any supervisory letter from, in each case, any Governmental Authority, and, to the Knowledge of the Companies, none of them is threatened with the imposition or receipt of any of the foregoing.

(g) Except as set forth on Schedule 4.14(g), no exemptive orders, “no-action” letters or similar exemptions or regulatory relief have been obtained in the past three (3) years, nor are any requests pending therefor, to the Knowledge of the Companies, with respect to the General Partner or any Company Group Entity, Co-Investment Entity or any Company Fund, or any officer, director, partner or employee of any of them (including the OHA Partners), in connection with the Business.

(h) Each Company Group Entity, each Co-Investment Entity and each Company Fund that is required by applicable Law to have codes of ethics, insider trading policies, personal trading policies and other compliance policies and procedures pursuant the Advisers Act or other applicable Law has established and implemented codes of ethics, insider trading policies, personal trading policies and other compliance policies and procedures as may be required pursuant the Advisers Act or other applicable Law (or has such policies that are applicable to such Company Group Entity, Co-Investment Entity and Company Fund). In the past three (3) years, there have been no violations of the code of ethics, insider trading policies, personal trading policies and other material policies and procedures of any Company Group Entity, except for such violations as would not, and would not reasonably be expected to, be material to the Company Group Entities, taken as a whole.

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(i) Any brokerage policies (if any) employed by the Company Group Entities are, and for the past three (3) years have been, in conformity in all material respects with the description set forth in the Form ADV of the Partnership, and the only products or services obtained by the Company Group Entities through the use of brokerage commissions have been “brokerage and research” services within the meaning of § 28(e) of the Securities Exchange Act of 1934 and the SEC and SEC staff interpretations thereunder, other than exceptions that would not, and would not reasonably be expected to, be material to the General Partner or the Company Group Entities, taken as a whole.

(j) Each Company Group Entity, each Co-Investment Entity and each Company Fund has in the past three (3) years complied with all Privacy Commitments, except as would not, and would not reasonably be expected to, be material to the Company Group Entities, taken as a whole.

(k) Each Company Group Entity, each Co-Investment Entity and each Company Fund has established and maintains commercially reasonable compliance policies, procedures and controls and has implemented commercially reasonable technical, physical, and organizational measures designed to protect Company Data to which any Company Group Entity, each Co-Investment Entity or any Company Fund has access or otherwise Processes, including against Data Security Breaches. Such measures address, to the extent applicable and commercially reasonable, risk assessment, access rights and controls, data loss prevention, vendor management and incident response.

(l) Each Company Group Entity, each Co-Investment Entity and each Company Fund will, immediately following the Closing Date, continue, in all material respects, to be permitted to Process Personal Information on terms substantially identical to those in effect as of the date of this Agreement.

(m) In the past three (3) years, no Company Group Entity, Co-Investment Entity or Company Fund has experienced a Data Security Breach.

(n) No Company Group Entity, Co-Investment Entity or Company Fund has received any order, notification, allegation or claim alleging that it is in material violation of or has not complied in any material respect with any Privacy Commitment. No Company Group Entity, Co-Investment Entity or Company Fund is currently and in each case has not been during the past three (3) years advised or notified in writing that it is under investigation or subject to any complaint, audit, proceeding, enforcement action, inquiry or claim, initiated by any (i) governmental body, (ii) state, federal or foreign self-regulating body, or (iii) any Person, alleging that the Processing of Personal Information by any Company Group Entity, Co-Investment Entity or Company Fund is in violation of any Privacy Commitment. To the Knowledge of the Companies, no Person has claimed or threatened to claim any material amount of compensation (or an offer for compensation) from any Company Group Entity, Co-Investment Entity or Company Fund under or in connection with any actual or alleged violation of any Privacy Commitment.

(o) Except as otherwise set forth on Schedule 4.14(o), none of Company Group Entities is a member of any exchange or clearing house or settlement system.

(p) To the Knowledge of the Companies, no employee, officer, director, partner or member of any Company Group Entity (including the OHA Partners) has committed or purported to commit any Company Group Entity to any Contract that is

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not in accordance with the authority given to such director, officer, agent or employee by the relevant Company Group Entity, as applicable, and, to the Knowledge of the Companies, no employee, officer, director, partner or member of any Company Group Entity (including the OHA Partners) or any other Person has committed any fraud upon any Company Group Entity or has misappropriated any of its property or assets or falsified any of its records.

(q) Each Company Group Entity, each Co-Investment Entity and each Company Fund has sufficient regulatory capital to satisfy the applicable Laws.

(r) Each Company Group Entity complies in all material respects with its obligation to provide best execution to the Clients. No Company Group Entity has entered into a transaction on behalf of a Client relating to the shares, interests or units of a Company Fund with the objective of profiting from inefficiency in the pricing of such shares, interests or units (known as “market timing” trades); or facilitated or agreed to the issue of shares or units in a Company Fund otherwise than in accordance with the procedures set out in the relevant Fund Documentation.

(s) In the past three (3) years, all transactions executed for Clients have been duly and promptly allocated in accordance with applicable Laws and relevant internal procedures in all respects, except where the failure to allocate would not reasonably be expected to be material to the Company Group Entities, the Co-Investment Entities and the Company Funds, taken as a whole. Each Company Group Entity, Co-Investment Entity and Company Fund has adopted and operates, or is subject to, systems and controls designed to manage and control conflicts of interest and risks faced by it in its undertaking of its business in accordance with applicable Laws and has disclosed to its external auditors any significant deficiency in the design or operation of such systems and controls, any breach of such systems or controls and any fraud or breach of applicable Law that involves management or other employees who have a significant role in the Company Group Entity’s internal controls. There has not been any material pricing error or shortfall caused by a Company Group Entity or, to the Knowledge of the Companies, any other Person in respect of a Client.

(t) All of the Company Group Entities, the Co-Investment Entities and the Company Funds have for the past three (3) years complied with all applicable anti-money laundering and sanctions laws and regulations (“AML/Sanctions”), including by maintaining adequate “know your customer” and money laundering reporting procedures, and procedures for detecting and identifying money laundering, and detecting, identifying and reporting suspicions of money laundering to the appropriate regulators, including where required by applicable Law. Prior to the acceptance of any subscription agreement from any investor in any Co-Investment Entity or Company Fund, a Company Group Entity has confirmed that such investor is not identified on the U.S. Department of Treasury Office of Foreign Asset Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (the “SDN List”) or otherwise subject to sanctions administered by OFAC or owned or controlled by or acting on behalf of any Person listed on the SDN List. In the past three (3) years, none of the Company Group Entities, Co-Investment Entities or any of the Company Funds has been subject to any enforcement or supervisory action, or, to the Knowledge of the Companies, any investigation or inquiry, by any Governmental Authority regarding actual or potential violations of AML/Sanctions Laws and, to the Knowledge of the Companies, no such investigation, inquiry, enforcement or supervisory action is pending or threatened.

(u) In the past three (3) years, none of the Company Group Entities, Co-Investment Entities or Company Funds and, to the Knowledge of the Companies,

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none of the directors, officers, agents, employees, partners, members or other persons acting on behalf of any of them (including the OHA Partners) have been party (i) to the use of any of the assets of the General Partner or any Company Group Entity for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or to the making of any direct or indirect unlawful payment to government officials or employees from such assets; (ii) to the establishment or maintenance of any unlawful or unrecorded fund of monies or other assets; (iii) to the making of any false or fictitious entries in the books or records of any Company Group Entity, Co-Investment Entity or Company Fund; (iv) to the making of any unlawful or undisclosed payment; or (v) to the Knowledge of the Companies, subject to any investigation, inquiry, enforcement or supervisory action by any Governmental Authority regarding actual or potential violations of anti-bribery laws or regulations and no such investigation, inquiry, enforcement or supervisory action is pending, or to the Knowledge of the Companies, threatened.

(v) None of the Company Group Entities, the Co-Investment Entities or the Company Funds any of their respective Affiliates or, to the Knowledge of the Companies, any of the employees, officers, directors, partners or members (including the OHA Partners): (i) within the past ten (10) years or as otherwise set forth on the Form ADV of the Partnership, has been indicted for or convicted of any felony or any crime involving fraud, misrepresentation or insider trading, (ii) is subject to any outstanding Order barring, suspending or otherwise materially limiting the right of such Person to engage in any activity conducted as part of the business of the Company Group Entities as currently conducted, (iii) within the past three (3) years, was the subject of any investigation by any Governmental Authority, or (iv) has ever been denied any Permit materially affecting such Person's ability to conduct any activity conducted as part of the Business.

(w) In the past three (3) years, none of the Company Group Entities, Co-Investment Entities or Company Funds or, to the Knowledge of the Companies, any employee, officer, director, partner or member of any Company Group Entity, any Co-Investment Entity or any Company Fund (including the OHA Partners) has taken any action which would cause it to be in violation of the Foreign Corrupt Practices Act of 1977 (the "FCPA"). There is not now any employment by the General Partner or any of the Company Group Entities, Co-Investment Entities or Company Funds of, or any beneficial ownership in any Company Group Entity, Co-Investment Entity or Company Fund by, any governmental or political official in any country in the world, in each case, that would result in a violation of the FCPA. In the past three (3) years, none of the Company Group Entities, Co-Investment Entities or Company Funds, and to the Knowledge of the Companies, no employee, officer, director, partner or member or Affiliate of any of them (including the OHA Partners), has made, offered to make or promised to make any payments of money or other thing of value to any entities in which any governmental or political official in any country in the world has or had a direct or indirect interest, in each case, that would result in a violation of the FCPA. None of the Company Group Entities, the Co-Investment Entities or the Company Funds, and to the Knowledge of the Companies, no employee, officer, director, partner or member or Affiliate of any of them (including the OHA Partners), is aware of any action, directly or indirectly, that has resulted in or could result in a violation by such persons of the FCPA, including making use of the mails or any means or instrumentality of interstate commerce corruptly, directly or indirectly, in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other offer, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

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(x) In the past three (3) years, none of the Company Group Entities, Co-Investment Entities or Company Funds, or any “covered associate” of any of them has made a contribution to an official of a government entity (as such terms are defined in Rule 206(4)-5 of the Advisers Act) that would result in a ban on the receipt of compensation under, or otherwise result in a material violation of, Rule 206(4)-5 of the Advisers Act.

(y) None of the Company Group Entities, Co-Investment Entities or Company Funds, nor to the Knowledge of the Companies, any Person for whose acts or omissions any of them is vicariously liable, has: (i) induced a Person to enter into an agreement or arrangement with any Company Group Entity, Co-Investment Entity or Company Fund by means of an unlawful payment, contribution, gift or other inducement, (ii) offered or made an unlawful payment, contribution, gift or other inducement to a government official or employee, or (iii) directly or indirectly made an unlawful contribution to a political activity. None of the Company Group Entities, Co-Investment Entities or Company Funds or any “principal” (as defined in CFTC Rule 3.1(a) in CFR 3.1(a)) of any Company Group Entity, Co-Investment Entity or Company Fund is ineligible pursuant to Section 8a(2) or (3) of the CFTC to serve as a registered commodity pool operator or commodity trading adviser or “associated person” (as defined in CFTC Rule 1.3(aa) in CFR 1.3(aa)) of a registrant, nor is there any proceeding or investigation pending or, to the Knowledge of the Companies, threatened by any Governmental Authority which would result in the ineligibility of any Company Group Entity, Co-Investment Entity, Company Fund, principal or associate person to serve in any such capacities.

(z) Each Company Group Entity, Co-Investment Entity and Company Fund has filed all registrations, reports, prospectuses, proxy statements, financial statements, marketing literature, statements, notices and other filings and information required to be filed by it with any Governmental Authority, including all amendments or supplements to any of the above (the “Filings”), and such Filings are in compliance in all material respects with the requirements of applicable Law, except where the failure to file would not reasonably be expected to be material to the Company Group Entities, the Co-Investment Entities and the Company Funds, taken as a whole. The Companies have made available complete and correct copies of (i) all material Filings made in the past three (3) years, (ii) all audit or inspection reports received by any Company Group Entity, any Co-Investment Entity or any Company Fund from any Governmental Authority and all written responses thereto in the past three (3) years (other than routine audits and inspections in the ordinary course of business), (iii) all non-routine inspection reports provided to any Company Group Entity, Co-Investment Entity or any Company Fund by any Governmental Authority in the past three (3) years and (iv) all material correspondence relating to any investigation provided to or by any Company Group Entity, any Co-Investment Entity or any Company Fund by any Governmental Authority in the past three (3) years.

#### Section 4.15 Company Funds.

(a) Schedule 4.15(a)(i) sets forth a correct and complete list of each Company Fund as of the date of this Agreement, together with the jurisdiction of formation of each Company Fund (excluding any special purpose vehicles and SMAs (and the Companies have provided to Buyers the investment management agreement or similar agreement relating to each such SMA with redacted client identifying information)). Except as set forth on Schedule 4.15(a)(ii) or with respect to any personal investment vehicle, neither any Company Group Entities nor any owner or employee thereof (including any OHA Partner) acts as the investment adviser, investment manager,

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investment sub-adviser, general partner, managing member, manager, or in any capacity similar to any of the foregoing, with respect to any Person (including any investment fund or other investment vehicle or separate account) other than the Company Funds so listed on Schedule 4.15(a)(i) and the other Clients. No Company Fund is advised by any Person serving in the capacity of primary adviser, sub-adviser or any other similar advisory role to such Company Fund other than a Company Group Entity other than administrative management conducted by third parties in connection with the Alternative Investment Fund Managers Directive 2011/61/EU. Each Company Fund has been duly organized and is validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate, partnership, limited liability company, or similar power and authority to conduct its business as currently conducted, except where the failure to be so organized, existing and in good standing (or the equivalent thereof) or to have such power or authority would not reasonably be expected to be material to the Company Funds, taken as a whole. Each Company Fund is duly qualified, licensed or registered to do business in each jurisdiction where it is required to do so under applicable Law, except where the failure to be so qualified, licensed or registered would not reasonably be expected to be material to the Company Funds, taken as a whole. The Company Group Entities are entitled to receive all of the performance or incentive fees, performance allocations, management fees or other similar fees payable in respect of each of the Company Funds, in each case, subject to and in accordance with the terms of the applicable Organizational Documents and Fund Documentation. No Company Fund is, or at any time since its inception was, required to register as an investment company under the Investment Company Act. Since the date of its inception, each Company Fund has been excluded from the definition of an investment company under the Investment Company Act by virtue of Section 3(c)(1) or Section 3(c)(7) thereof and Schedule 4.15(a)(i) indicates the applicable exemption being relied upon for each Company Fund and, for any Company Fund relying on Section 3(c)(1) thereof, the number of “beneficial owners” (as determined under the Investment Company Act).

(b) The Companies have made available to Buyers all material Fund Documentation in effect as of the date hereof (excluding with respect to special purpose vehicles). No Company Group Entity nor, to the Knowledge of the Companies, any investor of any Company Fund is or has been in non-compliance with any Fund Documentation, except where such non-compliance would not reasonably be expected to be material to the Company Funds, taken as a whole.

(c) Each Company Fund has entered into a written Client Contract whereby one or more Company Group Entities serves as investment adviser to such Company Fund. Each such Client Contract is in full force and effect. Each Company Fund currently is operated in compliance with its respective investment objectives, policies and restrictions, as set forth in the applicable Organizational Document or Fund Documentation for such Company Fund, except where such non-compliance would not reasonably be expected to be material to the Company Funds, taken as a whole. Since their initial offering, the limited partner interests or other ownership interests of each Company Fund have been offered for sale pursuant to, and in compliance with, an exemption under the securities laws of each jurisdiction in which they have been sold or offered for sale. All of the outstanding units or other ownership interests of each Company Fund (as applicable) are duly authorized, validly issued, fully paid and non-assessable, and none of such limited partner interests or other ownership interests have been issued in violation of any applicable Law or Contract, except where such violation would not reasonably be expected to be material to the Company Funds, taken as a whole. The private placement memorandum or other offering document (as applicable and if any) of each Company Fund and each quarterly and annual report (as applicable and if any) to the investors in each Company Fund has at all times since the original

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offering of units or other ownership interests in such Company Fund (as applicable) complied in all material respects with all applicable Laws. Each Company Fund is and has been since its inception, operated in compliance with all applicable Law in all material respects.

(d) Each Company Fund is in compliance with the (i) requirements of the private placement exemption in Section 4(a)(2) of the Securities Act, including Regulation S or Regulation D, as applicable, (ii) the requirements of Rule 506 under the Securities Act, as applicable, and (iii) all applicable state Laws and regulations in connection with its offering of securities, except where such non-compliance would not reasonably be expected to be material to the Company Funds, taken as a whole. In each case, except as would not, and would not reasonably be expected to, (x) be material to the Company Funds or (y) be material to the Company Group Entities, taken as a whole, (i) none of the private placement memoranda (or other applicable offering document), as amended or supplemented to date, of any of the Company Funds currently being offered fails to comply with applicable Laws, (ii) each of the Company Funds is in compliance with all applicable state laws and regulations in connection with its offers and sales of securities and (iii) each of the Company Funds has made all filings required to be made with each jurisdiction in which it has offered and sold securities.

(e) The audited balance sheets of each Company Fund (to the extent such audited balance sheets exist), as of the last day of the most recent three (3) fiscal years (or, if applicable, such lesser number for which available) of such Company Fund, and the related income statements and statements of cash flows for the years then ended of each Company Fund, as of the last day of its most recent quarter (if subsequent to the last day of its most recent fiscal year) have been prepared in accordance with GAAP or IFRS, as applicable, applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the financial position and financial results of each Company Fund as of the dates thereof and for the periods then ended (subject to normal year-end adjustments in the case of any unaudited financial statements). The Companies have previously provided to Buyers true and correct copies of such balance sheets and related financial statements. No Company Fund is subject to any Liabilities except (i) as and to the extent specifically disclosed in the audited balance sheet of such Company Fund as of the last day of its most recent fiscal year, (ii) executory contractual obligations that (A) were incurred after the date of such applicable audited balance sheet in the ordinary course of business consistent in nature and amount with past practice of the relevant Company Fund and (B) do not arise from any breach or violation of, or default under, such contracts, or (iii) are not individually or in the aggregate material to the Business.

(f) Other than any “clawback” obligations described in the guaranty agreements set forth on Schedule 4.15(f), none of the Company Group Entities is liable in connection with, on behalf of or for any obligation of any Client.

(g) Except as set forth on Schedule 4.15(g), (i) no portion of the assets of any Client is subject to (or with respect to any Company Fund that has, at any time from the date of organization of such Company Fund, been subject to) Title I of ERISA or Section 4975 of the Code and (ii) no Client is (a) a separately managed account constituting the assets of one or more governmental plans of the same State or municipality or any church plan, in any such case, that any Company Group Entity knows or should know in light of its fiduciary responsibilities is subject to any state, local or other law, regulation, policy, procedure, judgment or order that is similar to Section 406 of ERISA or Section 4975 of the Code (“Similar Law”), or is otherwise subject to any state, local or other law, regulation, policy, procedure, judgment or order that is similar to

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Section 404(a)(1)(A) of ERISA (“Similar Exclusive Benefit Law”) or (b) a Fund or other entity constituting an investment vehicle, at least 90 percent of which such Fund’s or entity’s investments are from one or more governmental plans of the same State or municipality and which plan or plans are subject to Similar Law or Similar Exclusive Benefit Law.

(h) Except as set forth in Schedule 4.15(h), no Company Group Entity is a “fiduciary” (as defined in Section 3(21) of ERISA) with respect to any employee benefit plan subject to Title I of ERISA or Section 4975 of the Code or other entity the assets of which are subject to Title I of ERISA or Section 4975 of the Code (other than with respect to the Plans).

(i) Each Company Group Entity providing investment management services to a Client whose assets are deemed to include “plan assets” of “benefit plan investors” within the meaning of Section 3(42) of ERISA (an “ERISA Client”) has been a “qualified professional asset manager” (within the meaning of Department of Labor Prohibited Transaction Class Exemption (“PTCE”) 84-14) . PTCE 84-14 has not been unavailable to any Company Group Entity providing investment management services to any ERISA Client in the past six years and is not unavailable with respect to transactions involving the assets of any such Client and directed by the relevant Company Group Entity (i) by virtue of Section I(e) of PTCE 84-14 or (ii) by virtue of any event with respect to any Company Group Entity or any affiliate thereof with respect to Section I(g) of PTCE 84-14.

(j) No Company Group Entity has been unable to serve in a capacity described in Section 411(a)(1), (2) or (3) of ERISA by virtue of Section 411 of ERISA.

(k) No Company Group Entity nor any of their Affiliates offering investment management services or otherwise acting as a fiduciary (within the meaning of Section 3(21) of ERISA) to an ERISA Client has engaged in any transaction that such Company Group Entity knows or should know would give rise to any nonexempt prohibited transaction under ERISA or Section 4975 of the Code or any breach of fiduciary duty under ERISA.

(l) (i) Each Company Fund formed for the purpose of providing investment management or investment advisory services solely to one or more affiliated “governmental plans” (within the meaning of Section 3(32) of ERISA) subject to Similar Law or Similar Exclusive Benefit Law has been operated in accordance with its terms and (ii) no Company Group Entity has, to the Knowledge of the Companies (in light of its fiduciary responsibilities with respect to the assets of any Company Fund described in the foregoing clause (i)), engaged in any transaction that would reasonably be expected to result in a violation of any law, regulation, policy, judgment or order applicable to such Client by reason of such Client being or constituting the assets of any such governmental plan or plans.

(m) No Company Group Entity (A) maintains any “group trust” within the meaning of IRS Revenue Ruling 81-100, as clarified and modified by IRS Revenue Ruling 2004-67, collective investment trusts or similar accounts (in either case satisfying the conditions of Section 3(c)(11) of the Investment Company Act of 1940, as amended) whose assets are deemed to include “plan assets” of “benefit plan investors” within the meaning of Section 3(42) of ERISA, (B) sponsors any master or prototype plans or individual retirement accounts, or (C) has or has requested (whether or not granted) any prohibited transaction exemptions from the U.S. Department of Labor. No Company Group Entity nor any affiliate has formally requested any regulatory or sub-regulatory

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guidance from the Department of Labor, Treasury Department, Internal Revenue Service, or Office of the Comptroller of Currency in connection with services provided to any Client or Company Fund.

(n) To the Knowledge of the Companies, there are no actions, suits, claims or disputes pending, or, threatened, anticipated or expected to be asserted against or with respect to any Company Group Entity or any of their Affiliates concerning its conduct of business with respect to any Client or Company Fund that is an ERISA Client or that is subject to Similar Law or Similar Exclusive Benefit Law. To the Knowledge of the Companies, no Company Group Entity nor any of their Affiliates has been the direct or indirect subject of a non-audit or examination by any governmental agency in connection with the conduct of its business in respect of any Client or Company Fund concerning any ERISA Client or any Client that is subject to Similar Law or Similar Exclusive Benefit Law.

(o) To the Knowledge of the Companies, with respect to the assets of any ERISA Client as to which any Company Group Entity provides investment management or other fiduciary services, no such assets are invested in, or otherwise utilize any product or service sponsored or maintained by Buyer or any affiliate (i.e., one or more of Buyer and its affiliates' mutual funds, collective investment trusts, cash sweep or other investment management or advisory services).

(p) The Companies have provided to Buyers in writing a list of each investor in any Company Fund as of the date hereof that has provided any written notice of its intention to withdraw or redeem any material amounts from any Company Fund (including any managed account), or to otherwise terminate or not renew any material investment advisory, investment management or similar agreement with any Company Group Entity, together with the aggregate amount subject to the redemption, withdrawal, termination or non-renewal (as applicable) and the date (or expected date) of the applicable redemption withdrawal, termination or non-renewal.

(q) Except as set forth in Schedule 4.15(q), no Client Contract or other Fund Documentation contains any "key person" or similar provisions other than as would not be material to the Company Group Entities, taken as a whole.

#### Section 4.16 Co-Investment Entities.

(a) Since June 30, 2021 through the date of this Agreement, no Co-Investment Entity has incurred, and no Co-Investment Entity has, any Liabilities of any kind that would reasonably be expected to be, individually or in the aggregate, material to the Co-Investment Entities, except for (i) contractual obligations pursuant to the Fund Documentation of the Company Funds in which such Co-Investment Entity holds an investment, (ii) contractual obligations pursuant to the express provisions of the express provisions of the Contracts set forth on Schedule 4.16(a) of the Company Disclosure Schedule, and (iii) tax liabilities and expenses in the ordinary course of business. No Co-Investment Entity has engaged in any business other than purchasing, owning and investing in the Company Fund(s) in which it currently holds an interest and activities incidental thereto, and no Co-Investment Entity has any assets other than such interests, immaterial incidents of ownership relating thereto and the Contracts described in clause (ii) above.

(b) The Companies have provided or made available to Buyers, true, correct and complete copies of the unaudited financial statements of the Co-Investment Entities for the years ending December 31, 2019 and December 31, 2020, including the

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balance sheets as of such dates and the related statements of income (loss), changes in members' capital and cash flows for the years then ended, and the unaudited financial statements of each Co-Investment Entity for the six-month period ending June 30, 2021, including the balance sheets as of such dates and the related statements of income (loss), changes in members' capital and cash flows for the six-month period then ended (collectively, the "Co-Investment Entity Financial Statements"). Each balance sheet included in the Co-Investment Entity Financial Statements presents fairly in all material respects the financial position of the applicable Co-Investment Entity as of the date thereof, and the other financial statements included in such Co-Investment Entity Financial Statements present fairly in all material respects the comprehensive income, changes in members' capital and cash flows of the applicable Co-Investment Entity for the periods therein set forth. The Co-Investment Entity Financial Statements have been prepared and presented in accordance with GAAP consistently applied during the periods (except as noted therein and, in the case of unaudited Co-Investment Entity Financial Statements, for the absence of footnotes and recurring year-end adjustments and accruals normal in nature and amount).

Section 4.17 Clients. Schedule 4.17 of the Company Disclosure Schedule sets forth a true and correct summary of all Side Letters, reflecting all amendments, modifications and supplements thereto. Each of the Side Letters is a valid and binding obligation of the applicable Company Fund and, to the Knowledge of the Companies, the other party or parties thereto, except as enforcement may be limited by the Bankruptcy and Equity Exception. No Company Fund or to the Knowledge of the Companies, any other party thereto: (i) has terminated, canceled or substantially modified, or threatened to terminate, cancel or substantially modify, any Side Letter or (ii) is in default under any Side Letter.

Section 4.18 Taxes.

(a) Each of the Company Group Entities, Co-Investment Entities and Company Funds has (i) duly and timely filed with the appropriate Taxing Authority all income and other material Tax Returns required to be filed by, or with respect to, it, and all such Tax Returns are true, correct and complete in all material respects and (ii) has timely paid (or has had paid on its behalf) in full all income and other material Taxes due and payable by it (whether or not reflected on any Tax Return).

(b) Except as set forth on Schedule 4.18(b) of the Company Disclosure Schedule, there are no material Encumbrances for Taxes upon the assets or properties of any Company Group Entity or of any Company Fund, except for Permitted Encumbrances. There are no outstanding waivers or comparable consents regarding the application of the statute of limitations with respect to any material Taxes or material Tax Returns of any Company Group Entity or of any Company Fund.

(c) No jurisdiction in which any Company Group Entity or any Company Fund does not pay a particular Tax or file a particular Tax Return has made a written claim or written assertion that any Company Group Entity or any Company Fund is or may be subject to a particular Tax or required to file a particular Tax Return in such jurisdiction. Except as set forth on Schedule 4.18(c) of the Company Disclosure Schedule, there are no federal, state, local or foreign audits or other Proceedings, that have formally commenced or are presently pending with regard to any material Taxes or Tax Returns of or including any Company Group Entity or any Company Fund and such Company Group Entity or Company Fund has not received written notification that such an audit or other Proceeding is threatened with respect to any Taxes owed by, or any Tax Return filed by or with respect to such Company Group Entity or Company Fund. No

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Company Group Entity or Company Fund has received from any Taxing Authority any notice of deficiency or proposed adjustment in writing for any Tax proposed, asserted, or assessed by any Taxing Authority against any Company Group Entity or Company Fund which has not been paid in full.

(d) No Company Group Entity or Company Fund is a party to, is bound by, or has any obligation under, any Tax Sharing Agreement, other than a Tax Sharing Agreement the parties to which include only the Company Group Entities or the Company Funds.

(e) No Company Group Entity or Company Fund (or any predecessor of any of the foregoing) has been a member of a federal, state, local or foreign consolidated, combined, unitary or similar group and no Company Group Entity or Company Fund has liability for the Taxes of another Person under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Laws, as a result of transfer, successor or similar liability, by operation of Law, by Contract or assumption or otherwise.

(f) Each Company Group Entity and each Company Fund has complied in all material respects with (i) all applicable Laws relating to the payment and withholding of Taxes and has, within the time and manner prescribed by Law, withheld and paid over to the proper Taxing Authorities all material amounts required to be withheld and paid over under all applicable Laws and (ii) all material Tax information reporting, collection and retention provisions of applicable Laws.

(g) Except as set forth on Schedule 4.18(h) of the Company Disclosure Schedule, no Company Group Entity or Company Fund has (i) participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4 (or any similar or comparable provision of state, local or foreign law), or (ii) requested or received any Tax ruling, technical advice memorandum or similar document, transfer pricing agreement, or similar agreement or signed an agreement with any Taxing Authority.

(h) Since its formation (or such other date as set forth on Schedule 4.18(i) of the Company Disclosure Schedule), each of the Company Group Entities and Co-Investment Entities has been classified for U.S. federal income tax purposes as set forth on Schedule 4.18(i) of the Company Disclosure Schedule. None of the Company Group Entities and Company Funds that is treated as a partnership for U.S. federal income tax purposes is or has been treated at any time since its formation as a publicly traded partnership within the meaning of Section 7704 of the Code.

(i) No Company Group Entity or Company Fund will be required to include in any taxable period ending after the Closing Date any material item of taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date) as a result of (A) the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, or Section 481 of the Code for a taxable period ending on or prior to the Closing Date, (B) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed on or prior to the Closing Date, (C) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any

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corresponding or similar provision of state, local or non-U.S. income Tax law) or (D) prepaid amount received on or prior to the Closing Date.

(j) No Company Group Entity or Company Fund has a deferred payment obligation pursuant to Section 965 of the Code.

(k) No Company Group Entity or Company Fund has deferred any “applicable employment taxes” (as defined in Section 2302(d)(1) of the CARES Act) in respect of calendar year 2020 pursuant to Section 2302 of the CARES Act, which Taxes would otherwise have been payable by such Company Group Entity or Company Fund in respect of calendar year 2020 but for the application of the CARES Act, and no Company Group Entity or Company Fund has applied for or incurred any U.S. Small Business Administration Paycheck Protection Program loan.

(l) All related party transactions involving each Company Group Entity and each Company Fund have been conducted at arm’s length in material compliance with Section 482 of the Code and the Treasury Regulations promulgated thereunder and any comparable provisions of any other Tax law.

(m) Each Company Group Entity has provided or made available to Buyers true, correct and complete copies of (a) the Tax Returns of such Company Group Entity (including any amendments thereto) filed on or prior to the date of this Agreement for each taxable year beginning on or after January 1, 2018 and (b) all examination reports and statements of deficiencies, if any, relating to the audit of such Tax Returns by any Taxing Authority, for each taxable year beginning on or after January 1, 2018.

(n) No Company Group Entity or Company Fund has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(o) Each Company Group Entity and each Company Fund has complied with applicable escheat and unclaimed property Laws in all material respects.

(p) Other than the representations contained in Section 4.18(d) and Section 4.18(i), no representation or warranty contained in this Section 4.18 shall apply directly or indirectly with respect to any taxable period (or portion thereof) beginning after the Closing Date.

#### Section 4.19 Benefit Plans; Employees.

(a) Each material Plan is disclosed on Schedule 4.19(a). For purposes of this Agreement, “Plan” means each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and each bonus, deferred compensation, incentive compensation, stock purchase, stock option, stock appreciation right or other equity-based incentive, severance, termination, change in control, retention, employment, consulting, hospitalization or other medical, life or insurance, disability, other welfare, supplemental unemployment benefits, profit-sharing, pension, retirement plan, defined benefit pension, retiree medical or welfare program, agreement or arrangement, and each other employee compensation or benefit plan, program, agreement or arrangement, sponsored, maintained or contributed to or required to be maintained or contributed to by either a Company Group Entity or by any trade or business, whether or not incorporated, that together with any Company Group Entity would be deemed a “single employer” under Section 414 of the Code (an “ERISA Affiliate”) for the benefit

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of any current or former member, employee or director of either a Company Group Entity or any ERISA Affiliate, or any of their respective dependents or beneficiaries, or with respect to which any a Company Group Entity has or could have any material liability (including joint, several or contingent liability), in each case, whether written or unwritten, qualified or nonqualified, funded or unfunded but excluding any statutory or government mandated plans (the “Plans”). With respect to each Plan, the Companies have provided to Buyers complete copies of, to the extent applicable (i) the Plan document (or if no written plan exists, a written summary of the material terms of such Plan), (ii) the summary plan description and summary of any material modifications; (iii) the most recent determination or opinion letter issued by the IRS; (iv) the three annual reports most recently filed with any Governmental Authority (e.g., Form 5500 and all schedules thereto) and (v) all material correspondence, and all non-routine filings made, with any Governmental Authority within the twelve (12) months preceding the date hereof.

(b) Except as disclosed on Schedule 4.19(b), at no time have either any Company Group Entity or any ERISA Affiliate (i) maintained, established, sponsored, participated in or contributed to any Plan that is subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code or (ii) incurred any liability or had a lien imposed under Title IV of ERISA or Section 412 of the Code.

(c) Except as disclosed on Schedule 4.19(c), no Plan is a (i) “multiemployer plan,” as defined in Section 3(37) of ERISA, (ii) “multiple employer welfare arrangement” as defined in Section 3(40) of ERISA or (iii) a “multiple employer plan” as defined in Section 210 of ERISA or Section 413(c) of the Code.

(d) Except as would result in material liability to the Company Group Entities taken as a whole, no Company Group Entity has engaged in a transaction or has taken or failed to take any action with respect to a Plan in connection with which the Company Group Entity could be subject to any material liability for either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a tax imposed pursuant to Section 4975(a) or (b), 4976 or 4980B of the Code.

(e) Except as disclosed on Schedule 4.19(e), no Company Group Entity is a “Benefit Plan Investor” as defined in Section 3(42) of ERISA.

(f) Except as would result in material liability to the Company Group Entities taken as a whole, each of the Plans has been adopted, operated and administered in compliance with its terms and in compliance with applicable Laws, including ERISA and the Code.

(g) Each Plan that is intended to be “qualified” within the meaning of Section 401(a) of the Code is so qualified and to the Knowledge of the Companies, there are no circumstances that could reasonably be expected to adversely affect such qualification under Section 401(a) of the Code.

(h) Except as would result in material liability to the Company Group Entities taken as a whole or as disclosed on Schedule 4.19(h), no Plan provides death, life insurance or medical or welfare benefits (whether or not insured) with respect to current or former member, officer, director, employee or other individual service provider, or any beneficiary thereof, of any Company Group Entity or any ERISA Affiliate after retirement or other termination of service (other than (i) coverage mandated by under Section 4980B of the Code, Part 6 of Title I of ERISA or any other applicable Laws or

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(ii) death benefits or retirement benefits under any “employee pension plan,” as that term is defined in Section 3(2) of ERISA).

(i) Except as disclosed on Schedule 4.19(i), the consummation of the Transactions will not, either alone or in combination with any other event or the passage of time, (i) entitle any member, current or former employee, officer, director, independent contractor or consultant of any Company Group Entity to transaction or special bonus payments, severance pay or any other similar bonus or termination payment under any Plan or otherwise, (ii) accelerate the time of payment or vesting, or increase the amount of or otherwise enhance any benefit due any such member, employee, officer, director, independent contractor or consultant under any Plan or (iii) restrict the ability of any Company Group Entity to amend or terminate any Plan.

(j) Except as disclosed on Schedule 4.19(j), no amount that will be received (whether in cash or property or the vesting of property), as a result of the consummation of the Transactions by any member, employee, director or other individual service provider of any Company Group Entity under any Plan or otherwise would not be deductible by reason of Section 280G of the Code or would be subject to an excise tax under Section 4999 of the Code. Neither the Company nor any of its Subsidiaries has any indemnity obligation on or after the Closing Date for any Taxes imposed under Section 4999 or 409A of the Code.

(k) Except as would result in material liability to the Company Group Entities taken as a whole, there are no pending, threatened or, to the Knowledge of the Companies, anticipated material claims by or on behalf of any Plan, by any employee or beneficiary under any such Plan or otherwise involving any such Plan (other than non-material routine claims for benefits).

(l) To the Knowledge of the Companies, except as would result in material liability to the Company Group Entities taken as a whole, no Plan is under audit or investigation by the Internal Revenue Service, the Department of Labor or the Pension Benefit Guaranty Corporation, nor to the Knowledge of the Companies, is any such audit or investigation pending or threatened.

(m) Except as would result in material liability to the Company Group Entities taken as a whole, none of the performance fees or management fees to which any Company Group Entity is entitled have been deferred under a nonqualified deferred compensation plan of a nonqualified entity within the meaning of Section 457A of the Code.

(n) Except as would result in material liability to the Company Group Entities taken as a whole, all payments required by each Plan or by Law (including, without limitation, all contributions, insurance premiums or intercompany charges) with respect to all prior periods have been made or provided for by the applicable Company Group Entity in accordance with the provisions of each of the Plans, applicable Law and GAAP.

(o) Except as would not reasonably be expected to be material to any Company Group Entity, taken as a whole, (i) each Plan that is a health plan is in compliance with the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (collectively, the “2010 Health Care Law”); (ii) the operation of each Plan that is a health plan has not, with respect to periods prior to the Closing Date, resulted in the incurrence of any penalty to the Company pursuant to the 2010 Health Care Law; (iii) there is not, with respect to periods prior to the Closing Date,

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any liability or excise tax under Section 4980H(a) of the Code; and (iv) for periods prior to the Closing Date, it is not anticipated that any Company Group Entity will incur a penalty or excise tax under 4980H(b) of the Code or that any Company Group Entity has a reporting obligation or will incur a excise tax under 4980D of the Code. The Company Group Entities, or their designees, shall prepare, file and distribute all Forms 1094-C and 1095-C for any time periods before the date of Closing and, at Closing, the Company Group Entities shall transfer to Buyer all prior year and current year data required for reporting under Code Sections 6055 and 6056, as applicable, to the extent such transfer is permitted by Law.

(p) Except as set forth on Schedule 4.19(p), no Tax penalties or additional Taxes have been imposed or would be reasonably expected to be imposed on any member, current or former employee, officer, director, independent contractor or consultant of any Company Group Entity, and no acceleration of Taxes has occurred or would be reasonably expected to occur with respect to any member, current or former employee, officer, director, independent contractor or consultant of any Company Group Entity, in each case as a result of a failure to comply with Section 409A of the Code with respect to any Plan that is a “nonqualified deferred compensation plan” within the meaning of Section 409A of the Code.

#### Section 4.20 Intellectual Property and Information Technology.

(a) Each Company Group Entity and Company Fund exclusively owns or otherwise has the valid right to use all Intellectual Property Rights necessary for or used in the conduct of the Business as currently conducted, including with respect to the conduct and operation of the business of each Company Fund. Schedule 4.20(a) sets forth a true and correct list of all (i) registered and applied-for Intellectual Property Rights, (ii) material unregistered trademarks, and (iii) material software, in each case included in the Company IPR, and, specifying as to each such item, as applicable, the owner(s) of record (and, in the case of domain names, the registrant, and in the case of social media accounts, the account holder), jurisdiction of application and/or registration, the application and/or registration number, the date of application and/or registration and the status of application and/or registration.

(b) Each item of Company IPR required to be identified in Schedule 4.20(a)(i): (i) is registered and/or recorded in the name of a Company Group Entity or Company Fund, is in full force, has been duly applied for and registered in accordance with applicable Law, and is valid and enforceable; and (ii) has not been and is not involved in any opposition, cancellation, interference, inter partes review, reissue, reexamination or other similar proceeding.

(c) Except as set forth in Schedule 4.20(c)(i), a Company Group Entity or Company Fund exclusively own all right, title and interest in and to (i) all Company IPR, including the investment track records, of such Company Group Entity and (ii) all Intellectual Property Rights developed by employees or consultants for such Company Group Entity or Company Fund, in each case, free and clear of all Encumbrances, other than Permitted Encumbrances and IP Contracts in Schedule 4.20(c)(ii). With respect to Company IPR, including investment track records, that is not solely owned by the Company Group Entity or Company Fund, Schedule 4.20(c)(i) identifies all other owners and the nature of such ownership interest. The Company Group Entities and Company Funds have valid and enforceable rights to use the “Oak Hill Advisors” name and OAK HILL trademark as that name and that trademark are currently being used by the Company Group Entities or Company Funds, subject to the terms of any IP Contract governing the use thereof.

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(d) No Company IPR are or have been the subject of, any lawsuit, or other judicial, administrative or arbitral proceeding (“IPR Proceeding”) or any judicial, administrative or arbitral order, judgment, award, order, decree, injunction, settlement or stipulation that bars or limits the use of Company IPR or relating to its use of Intellectual Property Rights, including any IPR Proceeding involving any claim that any Company Group Entity or Company Fund infringed, misappropriated, diluted or otherwise violated the Intellectual Property Rights of any third party.

(e) The conduct of the Business as currently conducted (including the current use of the “Oak Hill Advisors” name and of the OAK HILL trademark) does not materially infringe, misappropriate or otherwise violate any Intellectual Property of any other Person, and has not done so in the last three (3) years. There is no action pending or threatened in writing against any Company Group Entity or Company Fund (including any claim that any Company Group Entity or Company Fund must license or refrain from using any Intellectual Property or IT Asset of any other Person) making such a claim. To the Knowledge of the Companies, no third party has in the last three (3) years or is infringing on, misappropriating or otherwise violating any Company IPR.

(f) In the last three (3) years, the Company Group Entities and Company Funds have not received any written communication stating, alleging or otherwise suggesting the possibility that any Company IPR or any IP Contracts are invalid or unenforceable, or challenging the Company Group Entities’ or Company Fund’s ownership of or right to use any such rights, including any written cease and desist, invitation to license or other communication alleging, expressly or implicitly, that any Company Group Entity or Company Fund requires any license with respect to, or is infringing, misappropriating, diluting or otherwise violating the Intellectual Property Rights of any third party. In the last three (3) years, the Company Group Entities and Company Funds have not sent any written communication to or asserted or threatened in writing any action or claim against any Person involving or relating to any Company IPR or Exclusively Licensed IPR nor have the Company Group Entities or Company Funds acquiesced in any such potential action or claim.

(g) The Company Group Entities and the Company Funds take reasonable measures to protect and maintain all Company IPR, including the confidentiality of all trade secrets and confidential information used or held for use by the Company Group Entities and Company Funds (including any confidential information owned by any Person to whom the Company Group Entities or Company Funds have confidentiality obligations). No such trade secrets or confidential information have been disclosed by any Company Group Entity or Company Fund, except pursuant to appropriate non-disclosure and/or license agreements.

(h) The IT Assets used or held for use by the Company Group Entities and Company Funds (the “Business IT Assets”) are adequate for, and operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required in connection with, the operation of the Business. The Business IT Assets are either owned by, licensed to or leased to, the Company Group Entities and Company Funds. The Business IT Assets are free from material bugs and other defects, have not materially malfunctioned or failed within the past three (3) years (subject to temporary problems arising in the ordinary course of business that did not materially disrupt the operations of the Company Group Entities or Company Funds and which have been corrected) and do not contain any viruses, Trojan horses, malware or similar devices. The Company Group Entities and Company Funds have implemented commercially reasonable backup, security and disaster recovery

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measures and technology consistent with industry practices, and, to the Knowledge of the Companies, no Person has obtained unauthorized access to any Business IT Assets.

(i) During the last three (3) years, no person has gained unauthorized access to any Business IT Assets (excluding any external hack or similar attack that did not affect the Business IT Assets for a prolonged period or pose any material threat to the operations of the Business IT Assets). The Company Group Entities and Company Funds have taken commercially reasonable precautions (including by way of outsourcing to third parties) necessary to protect the security, operation and integrity of the Business IT Assets.

(j) No software included in Company IPR ("Company Software") or tangible embodiments thereof have been placed in escrow. No Company Software was developed in whole or in part using any software, software development toolkits, databases, libraries, scripts, or other, similar modules of software that are subject to "open source" or similar license terms in a manner that subjects the Company Software to any copyleft license or that requires or purports to require the Company to grant any license with respect to Intellectual Property Rights included in Company Software.

Section 4.21 Insurance. Schedule 4.21 sets forth all of the material insurance policies and other self-insurance programs, bonds, fidelity bonds and similar arrangements maintained by the Company Group Entities (the "Insurance Policies"). All of the Insurance Policies are in full force and effect, all premiums due and payable thereunder have been paid, and no written notice of cancellation or termination has been received with respect to any such policy and there exists no event, occurrence, condition or act (including the Transactions) that, with the giving of notice or the lapse of time, would entitle any insurer to terminate or cancel any such policies. To the Knowledge of the Companies, there has been no threatened material premium increase with respect to any such Insurance Policies. There are no material pending insurance claims for the Company Group Entities, the Co-Investment Entities or the Company Funds.

Section 4.22 Brokers and Finders. Except as set forth on Schedule 4.22, no agent, broker, Person, financial advisor or other intermediary acting on behalf of any Company Group Entity, any Co-Investment Entity or Company Fund is, or will be, entitled to any broker's commission, finder's fees or similar payment from any of the Parties, or from any Affiliate of any of the Parties, in connection with the Transactions.

Section 4.23 Labor and Employment.

(a) Except as set forth on Schedule 4.23(a), (i) none of the employees of any of the Company Group Entities are represented by any labor union, labor organization, or similar Person; (ii) no Company Group Entity is party to any collective bargaining agreement or other Contract with any labor union, labor organization, or similar Person; (iii) to the Knowledge of the Companies, no union organization campaign is or has been in progress or threatened with respect to any employee or group of employees of the Company Group Entities; (iv) no labor dispute, walk out, strike, lockout, hand billing, slowdown, union election petition, demand for recognition, unfair labor practice, picketing, or work stoppage involving the employees of the Company Group Entities has occurred, is in progress or, to the Knowledge of the Companies, has been threatened in the past three (3) years; and (v) there is no unfair labor practice charge or complaint, grievance, or labor arbitration pending or threatened against any of the Company Group Entities before the National Labor Relations Board or any Governmental Authority or arbitrator. All of the employees and other individual service

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providers who perform services for the Business are employed or engaged by a Company Group Entity.

(b) Except as would not reasonably be expected to be material to the Company Group Entities taken as a whole, each Company Group Entity is and has been in the past three (3) years in compliance, with all applicable Laws relating to labor, employment, and employment practices, including provisions thereof relating to wages, hours, overtime, pay statements, meal and rest breaks, terms and conditions of employment, equal employment opportunity, collective bargaining, worker classification (including classification of individuals as employees or independent contractors, and classification of employees as exempt or nonexempt), health and safety, reimbursements, record-keeping, paid time off, plant closings and mass layoffs, immigration, employment discrimination, sexual or other harassment, training (including harassment training), disability rights or benefits, retaliation, pay equity, employee privacy, drug testing, background checks, hirings, terminations, workers' compensation, leaves of absence (including the Family and Medical Leave Act, paid sick and safe leave, and leave relating to COVID-19), COVID-19 Measures, employee benefits, unemployment insurance, and the payment of social security and other Taxes. Except as would result in material liability to the Company Group Entities taken as a whole, each employee and partner of each Company Group Entity has the right to work for the Company Group Entities and no employee or partner is, or has been in the past three (3) years, employed or engaged by any Company Group Entity in violation of any immigration or similar requirements under applicable Laws. Except as would result in material liability to the Company Group Entities taken as a whole, the Company Group Entities have properly completed and retained a Form I-9 for each employee and partner of the Company Group Entities. Except as would result in material liability to the Company Group Entities taken as a whole, each individual who is or has been, in the past three (3) years, employed by any Company Group Entity is and has been accurately classified as overtime exempt or overtime nonexempt under all applicable Laws. Each individual who is rendering or has, in the past three (3) years, rendered services to a Company Group Entity is and has been accurately classified as an employee, independent contractor, or otherwise under all applicable Laws.

(c) Except as otherwise disclosed on Schedule 4.23(c), in the past three (3) years, no allegations of sexual or other harassment have been made to any Company Group Entity or Company Fund (or, to the knowledge of the Companies, any other Person) against any OHA Partner, or any other senior employee, director, officer, member, manager, or partner of any Company Group Entity, that has resulted or would be reasonably likely to result in material liability to any Company Group Entity or material damage to the reputation or business relationships of any Company Group Entity, and no Company Group Entity has entered into any settlement, consent decree, or other Contract resolving such allegations.

(d) Except (i) for any employees who are subject to an employment agreement or other Contract or form thereof that has been provided to Buyers, or (ii) as required by any generally applicable Laws (and not pursuant to any Contract between any Company Group Entity and such employee) with respect to any employees outside of the United States, the employment or engagement of each employee and partner of each Company Group Entity is terminable on 30 days' notice or less without material severance. No employee with an annual base salary in excess of \$500,000 or partner has submitted his or her resignation or, to the Knowledge of the Companies, intends to resign within the twelve (12) months following the Closing Date. Except as would not reasonably be expected to be material to the Company Group Entities taken as a whole, all amounts that are or have been due or owing for all salary, wages, bonuses,

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commissions, paid time off, compensation, reimbursements, and benefits under the Plans, applicable Law, Contracts, policies, or otherwise have been fully and timely paid.

(e) Schedule 4.23(d) contains a list of each employee or partner of any Company Group Entity who was terminated, furloughed, or laid off for any reason other than for cause, or whose hours were reduced by more than fifty percent (50%), during the ninety (90) days preceding the date hereof, and for each such individual, sets forth: (i) his or her employer or engaging entity; (ii) the date of such termination, furlough, layoff, or reduction in hours; and (iii) the location to which the individual was assigned. Schedule 4.23(f) shall be updated to reflect all such terminations, furloughs, layoffs, or reductions in hours as of the Closing Date. In the past three (3) years, no Company Group Entity has ordered or implemented a plant closing, mass layoff, or similar event within the meaning of the Worker Adjustment and Retraining Notification Act or any similar Law with respect to which any material liability remains unsatisfied, and no plant closings, mass layoffs, or similar events are planned.

Section 4.24 Exclusivity of Representations. Buyers and Merger Subs acknowledge and agree that the representations and warranties made by the Companies in this Article IV are the exclusive representations and warranties made by the Companies. The Companies hereby disclaim any other express or implied representations or warranties, whether written or oral.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF BUYERS AND MERGER SUBS

Buyers and Merger Subs, jointly and severally, hereby represents and warrants to Sellers and the Companies as follows:

Section 5.1 Organization. Each Buyer and Merger Sub is duly formed or organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed, organized or incorporated. Each Buyer and Merger Sub has the requisite power and authority to carry on its business and to own all of its properties and assets as currently conducted and owned, except where the failure to have such power or authority would not reasonably be expected to be material to such Buyer. Each Buyer and Merger Sub is duly qualified to do business in each jurisdiction in which the nature of its business or the character or location of the properties and assets owned or operated by it makes such qualification necessary, except where the failure to have such qualification would not reasonably be expected to be material to the Buyers and Merger Subs.

Section 5.2 Authority; Validity of Agreements; No Violations.

(a) Each Buyer and Merger Sub has full power and authority to execute and deliver this Agreement and each Ancillary Agreement to which such Buyer or Merger Sub is a party, and to perform such Buyer's obligations hereunder and thereunder. This Agreement and each Ancillary Agreement to which such Buyer or Merger Sub is or will be a party, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate, limited liability or similar action on the part of each Buyer and Merger Sub and no other corporate, limited liability or similar proceedings on the part of such Buyer or Merger Sub are necessary to authorize the execution, delivery and performance of this Agreement or any Ancillary Agreement to which such Buyer or Merger Sub is or will be a party, and the consummation of the Transactions by such Buyer or Merger Sub. This Agreement

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and each Ancillary Agreement to which such Buyer or Merger Sub is a party constitute, or upon execution will constitute, a valid and legally binding obligation of such Buyer or Merger Sub, enforceable against such Buyer or Merger Sub in accordance with their respective terms, except as limited by the Bankruptcy and Equity Exception.

(b) None of the execution, delivery or performance of this Agreement or any Ancillary Agreement by such Buyer or Merger Sub, nor the consummation by such Buyer or Merger Sub of the Transactions, or compliance by such Buyer or Merger Sub with any of the terms or provisions hereof and thereof or performance of its obligations hereunder and thereunder will, with or without the giving of notice, lapse of time or both: (i) violate any Law applicable to such Buyer or Merger Sub or any other Permit of such Buyer or Merger Sub; (ii) violate or result in a breach of any of such Buyer's or Merger Sub's Organizational Documents; (iii) require any Consent to be made or obtained by such Buyer or Merger Sub; (iv) result in a violation or breach by such Buyer or Merger Sub of, conflict with, result in a termination of, contravene or constitute or will constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) under any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such Buyer is a party, or by which such Buyer or Merger Sub or any of its properties or assets may be bound; or (v) result in the creation of any Encumbrance upon such Buyer's or Merger Sub's properties or assets, except in the case of clauses (i), (iii) (iv) and (v), as would not be material to the ability of such Buyer or Merger Sub to perform its obligations under this Agreement or the Ancillary Agreements, or to consummate the Transactions.

Section 5.3 Compliance with Law. Each Buyer, Merger Sub and their respective Affiliates are subject to and comply with adequate "know your customer" and money laundering reporting procedures, and procedures for detecting and identifying money laundering, and detecting, identifying and reporting suspicions of money laundering to the appropriate regulators, including where required by applicable Law. In the past three (3) years, no such Buyer, Merger Sub or their respective Affiliates have been subject to any enforcement or supervisory action by any Governmental Authority because such procedures were considered to be inadequate by such regulator and no such enforcement or supervisory action is pending, or to the Knowledge of the Buyers, threatened.

Section 5.4 Purchase for Own Account. Each Buyer and Merger Sub is acquiring its applicable Purchased Interests for the purpose of investment for its own account, not as a nominee or agent, and not with a view to or for the public resale or distribution thereof in violation of federal or state securities Laws and with no present intention of distributing or reselling any part thereof. Each Buyer and Merger Sub acknowledges that the sale of the Purchased Interests hereunder has not been registered under the Securities Act or any state securities Laws, and that none of the Purchased Interests may be sold, transferred, offered for sale, pledged, hypothecated, or otherwise disposed of except pursuant to registration under the Securities Act, pursuant to an exemption from the Securities Act or in a transaction not subject thereto. Each Buyer and Merger Sub represents that it is an "Accredited Investor" as that term is defined in Rule 501 of Regulation D of the Securities Act.

Section 5.5 Investment Experience. Each Buyer and Merger Sub understands that the purchase of its Purchased Interests involves substantial risk. Each Buyer and Merger Sub acknowledges that it can bear the economic risk of its investment in the applicable Purchased Interests and has such knowledge and experience in financial or

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business matters that it is capable of evaluating the merits and risks of this investment in the Purchased Interests.

Section 5.6 Legal Proceedings. There is no Proceeding pending or, to the Knowledge of Buyers, threatened, against any Buyer, Merger Sub or any of their respective Affiliates which seeks to prevent, restrict or prohibit the Transactions or that, individually or in the aggregate, would reasonably be expected to prevent or materially impair or delay the ability of any Buyer or Merger Sub to perform its obligations hereunder or under any Ancillary Agreement or to consummate the Transactions or that would, or would be reasonably likely to, cause a Buyer Material Adverse Effect.

Section 5.7 Brokers and Finders. Except for Evercore Group L.L.C., no agent, broker, Person, financial advisor or other intermediary acting on behalf of any Buyer or Merger Sub is, or will be, entitled to any broker's commission, finder's fees or similar payment from any of the Parties, or from any Affiliate of any of the Parties, in connection with the Transactions.

Section 5.8 Issuance of Buyer Stock. The issuance and delivery of Buyer Stock at the Closing in accordance with this Agreement has been duly authorized by all necessary corporate action on the part of Buyer 1 and, when issued as contemplated hereby, such Buyer Stock shall be (i) duly authorized, duly and validly issued, fully paid and nonassessable and not subject to, or issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under Buyer 1's Organizational Documents or any Contract to which Buyer 1 or any of its Subsidiaries is a party or otherwise bound and (ii) duly listed on NASDAQ, subject to official notice of issuance. Such Buyer Stock, when so issued and delivered in accordance with the provisions of this Agreement, shall be free and clear of all Encumbrances, other than restrictions on transfer created by applicable securities Laws or set forth in the Lock-Up Agreements and will not have been issued in violation of applicable Laws, applicable NASDAQ rules or regulations.

Section 5.9 SEC Filings, Buyer Stock and Buyer Financials.

(a) Buyer 1 has timely filed all forms, reports, schedules, statements, registration statements, prospectuses and other documents required to be filed or furnished by Buyer 1 with the SEC under the Securities Act and/or the Exchange Act, together with any amendments, restatements or supplements thereto, and all Buyer SEC Documents (the "Reporting Documents"). Each Reporting Document (i) at the time filed, complied in all material respects with the requirements of the Sarbanes-Oxley Act of 2002, the Exchange Act and the Securities Act, as applicable to such Reporting Document and (ii) did not at the time it was filed (or if amended or superseded by a filing or amendment prior to the date of this Agreement, then at the time of such filing or amendment) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except as disclosed the Buyer SEC Documents, there are no shares of Buyer Stock or any other equity security of Buyer 1 issuable upon conversion or exchange of any issued and outstanding security of Buyer 1 nor are there any rights, options outstanding or other Contracts to acquire shares of Buyer Stock or any other equity security of Buyer 1 (including any stockholder rights plans (or similar plan commonly referred to as a "poison pill") or Contracts under which Buyer 1 is or may become obligated to sell or otherwise issue any shares of its capital stock or any other securities of Buyer 1) nor stock appreciation, phantom stock, profit participation or Contracts relating to the equity securities of Buyer 1 nor is Buyer 1 contractually obligated to purchase, redeem or

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otherwise acquire any of its outstanding shares. No stockholder of Buyer 1 or any other Person is entitled to any preemptive or similar rights to subscribe for shares of capital stock of Buyer 1. There are no declared or accrued but unpaid dividends with respect to any shares of capital stock of Buyer 1.

(b) As of October 25, 2021, Buyer 1 had 224,751,344 shares of Buyer Stock outstanding and 0 shares of preferred stock, par value \$0.20 per share (“Buyer Preferred Stock”), outstanding and 750,000,000 shares of Buyer Stock authorized and 150,000,000 shares of Buyer Preferred Stock authorized. All outstanding equity of Buyer 1 is duly authorized, validly issued and fully paid.

(c) Exhibit 21 of Buyer 1’s annual report on Form 10-K for the fiscal year ended December 31, 2020 sets forth a true, correct and complete list of the Buyer 1’s material Subsidiaries (the “Buyer Subsidiaries”), listing for each such Buyer Subsidiary its name, type of entity, the jurisdiction of its incorporation or organization. All of the outstanding equity securities of each Buyer Subsidiary are validly issued, fully paid, nonassessable (as applicable) and free of preemptive rights and are owned by Buyer or another Buyer Subsidiary, whether directly or indirectly, free and clear of all Encumbrances other than Permitted Encumbrances. There are no options, warrants, convertible securities, stock appreciation, phantom stock, profit participation or Contracts relating to the equity securities of any Buyer Subsidiary or obligating Buyer 1 or any Buyer Subsidiary to issue or sell any equity securities of, or any other interest in, any Buyer Subsidiary. There are no voting trusts, stockholder agreements, member agreements, proxies or other agreements in effect with respect to the voting or transfer of any equity securities of or any other interests in any Buyer Subsidiary. There are no Contracts to which any Buyer Subsidiary is a party which require any such Buyer Subsidiary to repurchase, redeem or otherwise acquire any equity securities or to make any investment in any other Person.

(d) The financial statements and notes contained or incorporated by reference in Buyer 1’s (i) annual reports on Form 10-K for the past three fiscal years and Buyer 1’s quarterly reports on Form 10-Q for each fiscal quarter during such periods that Buyer 1 filed such reports to disclose its quarterly financial results in each of the fiscal years of Buyer 1 referred to in clause (i) above, (ii) all other forms, reports, registration statements, prospectuses and other documents (other than preliminary materials) filed by Buyer 1 with the SEC since the beginning of the first fiscal year referred to in clause (i) above, whether or not available through the SEC’s Electronic Data Gathering, Analysis and Retrieval System (EDGAR), (the “Buyer Financials”), fairly present in all material respects the financial position and the results of operations, changes in stockholders’ equity and cash flows of Buyer 1 at the respective dates of and for the periods referred to in such financial statements, all in accordance with (A) GAAP applied on a consistent basis throughout the periods involved and (B) Regulation S-X or Regulation S-K, as applicable (except as may be indicated in the notes thereto and for the omission of notes and audit adjustments in the case of unaudited quarterly financial statements to the extent permitted by Regulation S-X or Regulation S-K, as applicable). Except as set forth in the Buyer Financials, none of Buyer 1 and the Buyer Subsidiaries maintains any “off-balance-sheet arrangement” within the meaning of Item 303 of Regulation S-K.

#### Section 5.10 Taxes.

(a) Buyer 1 and each of the Buyer Subsidiaries (i) duly and timely filed with the appropriate Taxing Authority all income and other material Tax Returns required to be filed by, or with respect to, it, and all such Tax Returns are true, correct and complete in all material respects and (ii) to the Knowledge of Buyers has timely paid

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(or has had paid on its behalf) in full all income and other material Taxes due and payable by it (whether or not reflected on any Tax Return).

(b) There are no material Encumbrances for Taxes upon the assets or properties of Buyer 1 or any of the Buyer Subsidiaries, except for Permitted Encumbrances. There are no outstanding waivers or comparable consents regarding the application of the statute of limitations with respect to any material Taxes or material Tax Returns of Buyer 1 or any of the Buyer Subsidiaries.

(c) No jurisdiction in which Buyer 1 or the Buyer Subsidiaries does not pay a particular Tax or file a particular Tax Return has made a written claim or written assertion that Buyer 1 or the Buyer Subsidiaries are or may be subject to a particular Tax or required to file a particular Tax Return in such jurisdiction. There are no federal, state, local or foreign audits or other Proceedings, that have formally commenced or are presently pending with regard to any material Taxes or Tax Returns of or including Buyer 1 or the Buyer Subsidiaries and Buyer 1 or such Buyer Subsidiary has not received written notification that such an audit or other Proceeding is threatened with respect to any Taxes owed by, or any Tax Return filed by or with respect to Buyer 1 or such Buyer Subsidiary. Neither Buyer 1 nor any of the Buyer Subsidiaries has received from any Taxing Authority any notice of deficiency or proposed adjustment in writing for any Tax proposed, asserted, or assessed by any Taxing Authority against Buyer 1 or the Buyer Subsidiaries which has not been paid in full.

(d) Neither Buyer 1 nor any Buyer Subsidiary is a party to, is bound by, or has any obligation under, any Tax Sharing Agreement, other than a Tax Sharing Agreement the parties to which include only Neither Buyer 1 and the Buyer Subsidiaries.

(e) Neither Buyer 1 nor the Buyer Subsidiaries has been a member of a federal, state, local or foreign consolidated, combined, unitary or similar group (other than a group the parent of which is Buyer 1 or the Buyer Subsidiaries) and neither Buyer 1 nor the Buyer Subsidiaries has liability for the Taxes of another Person under Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Laws, as a result of transfer, successor or similar liability, by operation of Law, by Contract or assumption or otherwise (other than liability for the Taxes of Buyer 1 or the Buyer Subsidiaries).

(f) Buyer 1 and Buyer Subsidiaries have complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and have, within the time and manner prescribed by Law, withheld and paid over to the proper Taxing Authorities all material amounts required to be withheld and paid over under all applicable Laws and (ii) all material Tax information reporting, collection and retention provisions of applicable Laws.

(g) Neither Buyer 1 nor any Buyer Subsidiary has (i) participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4 (or any similar or comparable provision of state, local or foreign law), or (ii) requested or received any Tax ruling, technical advice memorandum or similar document, transfer pricing agreement, or similar agreement or signed an agreement with any Taxing Authority.

(h) Neither Buyer 1 nor any Buyer Subsidiary will be required to include in any taxable period ending after the Closing Date any material item of taxable income attributable to income that accrued in a taxable period prior to the Closing Date but was not recognized for Tax purposes in such prior taxable period (or to exclude from

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taxable income in a taxable period ending after the Closing Date any material deduction the recognition of which was accelerated from such taxable period to a taxable period prior to the Closing Date) as a result of (A) the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting, or Section 481 of the Code for a taxable period ending on or prior to the Closing Date, (B) “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed on or prior to the Closing Date, (C) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) or (D) prepaid amount received on or prior to the Closing Date.

(i) Neither Buyer 1 nor any Buyer Subsidiary has a deferred payment obligation pursuant to Section 965 of the Code.

(j) Neither Buyer 1 nor any Buyer Subsidiary has deferred any “applicable employment taxes” (as defined in Section 2302(d)(1) of the CARES Act) in respect of calendar year 2020 pursuant to Section 2302 of the CARES Act, which Taxes would otherwise have been payable by such Company Group Entity or Company Fund in respect of calendar year 2020 but for the application of the CARES Act, and neither Buyer 1 nor any Buyer Subsidiary has applied for or incurred any U.S. Small Business Administration Paycheck Protection Program loan.

(k) All related party transactions involving Buyer or any Buyer Subsidiary have been conducted at arm’s length in material compliance with Section 482 of the Code and the Treasury Regulations promulgated thereunder and any comparable provisions of any other Tax law.

(l) Neither Buyer 1 nor any Buyer Subsidiary has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(m) Buyer 1 and any Buyer Subsidiary has complied with applicable escheat and unclaimed property Laws in all material respects.

(n) Buyer 1, Buyer 2 and the Buyer Subsidiaries have not taken any action and, to the Knowledge of the Buyers, are not aware of the existence of any fact or circumstance that would reasonably be expected to prevent or impede any Merger from qualifying for the Intended Merger Tax Treatment.

(o) No representation or warranty contained in this Section 5.10 shall apply directly or indirectly with respect to any taxable period (or portion thereof) ending after the Closing Date.

#### Section 5.11 Compliance with Law.

(a) Buyer 1 and each of the Buyer Subsidiaries has at all times in the three (3) years preceding the date of this Agreement complied with and is in compliance with all applicable Laws, except where the failure to comply would not reasonably be expected to be material to Buyer 1 and the Buyer Subsidiaries, taken as a whole. Within the three (3) years preceding the date hereof, none of Buyer 1 nor any Buyer Subsidiaries has at any time received any oral or written notice asserting any material violation by any of them of any applicable Law.

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(b) In the past three (3) years, none of Buyer 1 nor any Buyer Subsidiaries or, to the Knowledge of the Buyers, any employee, officer, director, partner or member of Buyer 1 or Buyer Subsidiary has taken any action which would cause it to be in violation of the FCPA. There is not now any employment by Buyer 1 or any of Buyer Subsidiaries of, or any beneficial ownership in Buyer 1 or any Buyer Subsidiary by, any governmental or political official in any country in the world, in each case, that would result in a violation of the FCPA. In the past three (3) years, none of Buyer 1 or the Buyer Subsidiaries, and to the Knowledge of the Buyers, no employee, officer, director, partner or member or Affiliate of any of them, has made, offered to make or promised to make any payments of money or other thing of value to any entities in which any governmental or political official in any country in the world has or had a direct or indirect interest, in each case, that would result in a violation of the FCPA. None of Buyer 1 or any Buyer Subsidiary, and to the Knowledge of the Buyers, no employee, officer, director, partner or member or Affiliate of any of them, is aware of any action, directly or indirectly, that has resulted in or could result in a violation by such persons of the FCPA, including making use of the mails or any means or instrumentality of interstate commerce corruptly, directly or indirectly, in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other offer, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA.

Section 5.12 No Buyer Material Adverse Effect. Since June 30, 2021 to the date hereof, there has not occurred a Buyer Material Adverse Effect.

Section 5.13 Sufficiency of Funds. Each Buyer has or has access to immediately available funds that are, as of the date hereof and the Closing, and will be as of the date that any additional payments are required to be made by such Buyer hereunder (including pursuant to Section 2.4, Section 2.5, Section 2.6, Section 2.7, Section 2.8, Section 2.9, Section 2.10 or Section 2.11 and Article X) sufficient to consummate the Transactions, including the payment by such Buyer of all obligations pursuant to Section 2.3, Section 2.4, Section 2.5, Section 2.6, Section 2.7, Section 2.8, Section 2.9, Section 2.10 or Section 2.11 and Article X.

Section 5.14 Buyer's Reliance. Each Buyer and Merger Sub acknowledges that it and its representatives have been permitted full and complete access to the books and records, facilities, equipment, Tax Returns, Contracts, insurance policies (or summaries thereof) and other properties and assets of the Holdcos and the Company Group Entities that it and its representatives have desired or requested to see or review, and that it and its representatives have had a full opportunity to meet with the officers and employees of the Holdcos and the Company Group Entities to discuss the business of the Holdcos and the Company Group Entities. Each Buyer and Merger Sub acknowledges that none of Sellers, the Company Group Entities, the Co-Investment Entities or any other Person has made any representation or warranty, expressed or implied, as to the accuracy or completeness of any information regarding the Purchased Interests or the Purchased Co-Investment Interests, Holdcos, the Company Group Entities furnished or made available to each Buyer, Merger Sub or their respective representatives, except as expressly set forth in Articles III or IV of this Agreement or in the Ancillary Agreements, and neither Sellers, the Company Group Entities, the Co-Investment Entities nor any other Person (including any officer, director, member or partner of any Seller) shall have or be subject to any liability to any Buyer, Merger Sub or any other Person, resulting from any Buyer's or Merger Sub's use of any information, documents or material made available to such Buyer or Merger Sub in any "data rooms," management presentations, due diligence or in any other form in expectation of the Transactions. Each Buyer and Merger Sub

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acknowledges that as of the Closing such Buyer or Merger Sub shall acquire the Purchased Interests without any representation or warranty as to merchantability or fitness for any particular purpose of their respective assets, in an “as is” condition and on a “where is” basis, except as otherwise expressly represented or warranted in Articles III or IV of this Agreement. Each Buyer and Merger Sub acknowledges that, except for the representations and warranties contained in Articles III or IV of this Agreement none of the Company Group Entities, Holdcos, any Seller, any Co-Investment Entity or any other Person has made, and such Buyer or Merger Sub has not relied on any other express or implied representation or warranty by or on behalf of the Company Group Entities, Holdcos, any Co-Investment Entity or any Seller. Each Buyer and Merger Sub acknowledges that none of the Company Group Entities, Holdcos, any Seller, any Co-Investment Entity or any other Person, directly or indirectly, has made, and such Buyer or Merger Sub has not relied on, any representation or warranty regarding the pro-forma financial information, financial projections or other forward-looking statements (including the reasonableness of the assumptions underlying such information, budgets, estimates, projections, business plans, forecasts or other forward-looking statements) of any Holdco, any Company Group Entity or any Co-Investment Entity, and such Buyer or Merger Sub will make no claim against any Seller, any Co-Investment Entity or any Company Group Entity with respect thereto.

Section 5.15 Exclusivity of Representations. The Sellers and the Companies acknowledge and agree that the representations and warranties made by Buyers and Merger Subs in this Agreement are the exclusive representations and warranties made by Buyers and Merger Subs. Buyers and Merger Subs hereby disclaim any other express or implied representations or warranties, whether written or oral.

## ARTICLE VI

### COVENANTS

#### Section 6.1 Conduct of Business of the Companies.

(a) Except (i) as contemplated by this Agreement, (ii) pursuant to any applicable Law (including COVID-19 Measures), (iii) for any COVID-19 Action, (iv) as necessary or advisable in connection with any changes in applicable Laws, (v) for any Transaction Expenses or (vi) as otherwise set forth in Section 6.1 of the Company Disclosure Schedule, during the period from the date of this Agreement to the earlier of the Closing Date and the termination of this Agreement in accordance with Article IX (Termination), the Companies shall, and shall cause the Company Group Entities to, conduct their respective business and operations in the ordinary course and, without the prior written consent of Buyers (which consent shall not be unreasonably withheld, conditioned or delayed), shall not undertake any actions that would have been required to be disclosed against Section 4.8 had such action been taken prior to the date of this Agreement.

(b) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with Article IX (Termination), the Companies will reasonably cooperate with Buyers to provide information and/or reasonably take any steps that are necessary to ensure compliance with ERISA Title I, Section 4975 of the Code and/or any substantially similar applicable Law at the Effective Time.

(c) Notwithstanding anything to the contrary contained herein, (A) nothing contained in this Agreement will give Buyers, directly or indirectly, rights to

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control or direct the business or operations of the Company Group Entities, the Co-Investment Entities or the Company Funds prior to the Closing, (B) nothing contained in this Agreement shall operate to prevent or restrict any act or omission by the Companies, the Co-Investment Entities or the Company Funds the taking of which is required by applicable Law and (C) the Company Group Entities, the Co-Investment Entities and the Company Funds may without the prior written consent of Buyers, take COVID-19 Actions; provided that, in any event, the Companies will keep Buyers reasonably informed as to the COVID-19 Actions taken or proposed to be taken (and, to the extent reasonably practicable, provide Buyers with reasonable advance notice and a reasonable opportunity to review and comment on such proposed COVID-19 Actions, and the Companies will consider in good faith any such comments by Buyers). Prior to the Closing, the Company Group Entities, the Co-Investment Entities and the Company Funds will exercise, consistent with the terms and conditions of this Agreement, control of their business and operations.

(d) Notwithstanding anything to the contrary in this Agreement, if the notice contemplated by Section 6.20 is submitted to the SFC, the Sellers shall cause Oak Hill Hong Kong to cease conducting all regulated activities in Hong Kong from the date set forth in such notice in accordance with the terms of Section 6.20.

Section 6.2 Conduct of Business of the Buyers. The Buyers hereby covenant that, during the period from the date of this Agreement to the earlier of the Closing Date and the termination of this Agreement in accordance with Article IX (Termination), except as expressly provided in this Agreement or as consented to in writing or email by the Sellers (which consent shall not be unreasonably withheld, conditioned or delayed), the Buyers shall not:

(a) amend or restate the Organizational Documents of the Buyers in a manner that would have a disproportionate adverse effect on the Sellers as compared to other holders of Buyer Stock;

(b) declare or pay any dividend or other distribution with respect to Buyer Stock, or redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any Buyer Stock, except for (i) regular quarterly cash dividends by the Buyers with customary record and payment dates on shares of Buyer Stock, and (ii) repurchases of shares of Buyer Stock at then prevailing market prices pursuant to the Buyers' share repurchase program as in effect from time to time, unless, in each case, equitable adjustments are made to the number of shares constituting the Consideration to the extent necessary to provide to the Sellers the same economic effect as contemplated by this Agreement prior to such event; or

(c) enter into or adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other material reorganization, in each case, of the Buyers, unless equitable adjustments are made to the number of shares constituting the Consideration to the extent necessary to provide to the Sellers the same economic effect as contemplated by this Agreement prior to such event.

Section 6.3 Access to Information; Confidentiality.

(a) During the period from the date of this Agreement to the earlier of the Closing Date and the termination of the Agreement in accordance with Article IX (Termination), the Companies shall give Buyers and their respective authorized representatives reasonable access, exclusively for purposes related to the transactions

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contemplated hereby, during normal business hours to the books, records, offices and other facilities and properties of the Company Group Entities and each the Co-Investment Entities as Buyers, or their authorized representatives may from time to time reasonably request; provided, however, that any such access shall be conducted in a manner not to interfere with the businesses or operations of the Company Group Entities, the Co-Investment Entities, the Company Funds and their respective Affiliates and Buyers shall not conduct any invasive sampling or testing of building materials or the environment with respect to any real property. During the period from the date of this Agreement to the earlier of the Closing Date and the termination of this Agreement in accordance with Article IX (Termination), Buyers shall not, and shall cause their Affiliates and representatives to not, contact or communicate with any of the directors, officers, employees, shareholders, consultants, independent contractors, customers, suppliers, distributors, licensees, licensors, clients, service providers or other business relations of the Company Group Entities, the Co-Investment Entities, the Company Funds or any of their Affiliates without the prior written consent of the Companies; provided that, notwithstanding the foregoing, during such period, Buyers and their Affiliates may contact and communicate with the executive officers of the Company Group Entities as set forth on Schedule 6.3(a). Notwithstanding anything to the contrary in this Agreement, neither the Company Group Entities, the Co-Investment Entities, the Company Funds nor any of their respective Affiliates shall be required to disclose any information to Buyers or their respective authorized representatives, if doing so would (i) violate any Contract or Law to which any of the Company Group Entities, the Co-Investment Entities, the Company Funds or any of their respective Affiliates is a party or to which the Company Group Entities, the Co-Investment Entities, the Company Funds or any of their respective Affiliates are subject or (ii) waive or otherwise compromise any attorney-client or other privilege.

(b) Any information provided to or obtained by Buyers or their authorized representatives pursuant to paragraph (a) above shall be “Confidential Information” (herein referred to as “Evaluation Material”) as defined in the Non-Disclosure Agreement, and shall be held by Buyers in accordance with and be subject to the terms of the Non-Disclosure Agreement. Notwithstanding anything to the contrary herein, the terms and provisions of the Non-Disclosure Agreement shall survive the termination of this Agreement in accordance with the terms therein. In the event of the termination of this Agreement for any reason, Buyers shall comply with the terms and provisions of the Non-Disclosure Agreement, including returning or destroying all Evaluation Material and the non-soliciting of employees of the Companies and their Subsidiaries. The Non-Disclosure Agreement shall terminate on the Closing Date.

Section 6.4 Announcement. The initial press release concerning this Agreement and the Transactions shall be a joint press release to be agreed upon by the Buyers, on the one hand, and the Seller Representative, on the other hand. Following such initial press release, except as a Party reasonably believes is necessary to comply with applicable Law or applicable National Securities Exchange rules, each of the Parties hereby agree, and agree to cause their respective Affiliates and such Party’s and its Affiliates’ respective officers, directors, employees, agents and advisors (including accountants, lenders, counsel and investment bankers), not to issue any press release or other similar public announcement or communication divulging the existence of this Agreement or the Transactions without the prior written consent of Buyers, on the one hand, and Seller Representative, on the other hand, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.5 Filings and Authorizations; Consummation.

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(a) Each of the Parties shall, if required by applicable Law, within ten (10) Business Days following the date hereof other than provided below, file or supply (and not withdraw), or cause to be filed or supplied (and not withdrawn) in connection with the transactions contemplated herein, all notifications and information required to be filed or supplied pursuant to the HSR Act, except that with respect to GRA's and WHB's receipts of Buyer Stock, the Parties shall submit their respective filings under the HSR Act within twenty (20) Business Days following the date hereof. Buyers acknowledge and agree that they shall pay and shall be solely responsible for the payment of all filing fees and other charges for the filing under the HSR Act and any other filings and submissions under applicable Law; provided, that Sellers shall bear the cost of the filings made under the HSR Act with respect to GRA's and WHB's receipts of Buyer Stock as a Transaction Expenses.

(b) Each party hereto shall use its reasonable best efforts to determine within seven (7) Business Days following the date of this Agreement whether any filings and submissions under Law, other than notifications and information required to be filed or supplied pursuant to the HSR Act, are required in connection with the consummation of the Transactions and, to the extent the Buyers and the Seller Representative reasonably agree that such additional filings are required, Section 7.4 of the Company Disclosure Schedule shall be deemed to be automatically updated to include such additional filings. Each of the Parties, as promptly as practicable (but in any event within twenty (20) Business Days following the date hereof), shall make, or cause to be made, all other filings and submissions under Law, including Antitrust Laws, applicable to it, or to its Subsidiaries and Affiliates, as may be required for it to consummate the transactions contemplated herein and use its reasonable best efforts (which shall not require a Party to make any payment or concession to any Person in connection with obtaining such Person's consent) to obtain, or cause to be obtained, all other authorizations, approvals, consents and waivers from all Persons and Governmental Authorities necessary to be obtained by it, or its Subsidiaries or Affiliates, in order for it to consummate such transactions. The Parties shall coordinate and cooperate with one another in exchanging and providing such information to each other and in making the filings and requests referred to in Section 6.5(a) and Section 6.5(a) above. The Parties shall supply such reasonable assistance as may be reasonably requested by any other Party in connection with the foregoing.

(c) Notwithstanding anything to the contrary in this Agreement, if any legal action is instituted by a Governmental Authority challenging or potentially challenging any of the transactions contemplated by this Agreement as violating, potentially violating or alleging any violation of any Antitrust Law, Buyers shall, and shall cause their Affiliates to, take any and all such action to defend, contest or otherwise resist any action or Order challenging the transactions contemplated hereby; provided, however, that, without limiting Section 6.5(b), Buyers are not required to file an appeal to have vacated, lifted, reversed, or overturned any such decree, judgment, injunction or other Order, whether temporary, preliminary, or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement or to have such decree, judgment, injunction or other Order repealed, rescinded or made inapplicable so as to permit consummation of the transactions contemplated by this Agreement; provided, further, that nothing in this Agreement or the Ancillary Agreements shall require Buyers or their Affiliates to offer, negotiate, commit to or effect any sale, divestiture, license or other disposition or arrangement to hold separate any of the equity securities, assets, rights, products or businesses of (i) Buyers or any of their Affiliates (excluding the Company Group Entities) if such action would reasonably be expected to have a more than *de minimis* negative impact on the Buyers and their Affiliates (excluding the Company Group Entities), taken as a whole, or (ii) the

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Company Group Entities if such action would reasonably be expected to have a Material Adverse Effect on the Company Group Entities, taken as a whole. Notwithstanding anything to the contrary herein, nothing in this Section 6.5 shall require the Company Group Entities or any of their respective Affiliates to agree to any condition, take any measure or action or enter into any agreement that is not contingent on the Closing or that would be effective prior to the Closing.

(d) Each Party shall promptly inform the other Parties of any material communication from the Federal Trade Commission, the Department of Justice or any other Governmental Authority regarding any of the transactions contemplated by this Agreement. If any Party or any Affiliate thereof receives a request for additional information or documentary material from any such Governmental Authority with respect to the transactions contemplated by this Agreement, then such Party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other Party, an appropriate response in compliance with such request. Buyers will not make or enter into any communications, understandings, undertakings or agreements (oral or written) with the Federal Trade Commission, the Department of Justice or any other Governmental Authority in connection with the transactions contemplated by this Agreement without the prior written consent of the Companies (not to be unreasonably withheld, conditioned or delayed), and will give the Companies the opportunity to review and comment on any documentation with respect thereto and to attend and participate at any meetings with respect thereto.

(e) Buyers shall not, and shall not permit any of their Affiliates to take any action with the intention to, or that could reasonably be expected to (including, by way of acquiring or agreeing to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in or otherwise making any investment in, or by any other manner, any Person or portion thereof, or otherwise acquiring or agreeing to acquire or make any investment in any assets, or agreeing to a commercial or strategic relationship with any Person) (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any consent, approval, authorization, declaration, waiver, license, franchise, permit, certificate or Order of any Governmental Authority necessary to consummate the transactions contemplated hereby or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated hereby or (iii) delay the consummation of the transactions contemplated hereby.

(f) In the event that, prior to the Closing, Buyers receive, a letter from either the U.S. Department of Justice (“DOJ”) or Federal Trade Commission (“FTC”) stating that (i) regardless of the expiration of the waiting period, the DOJ’s or FTC’s investigation of the Transactions remains open and ongoing and (ii) if the parties to this Agreement close the Transactions before such investigation is complete, the parties do so at their own risk (an “DOJ/FTC Letter”), then Buyers may, at their option, by written notice to the Seller Representative prior to the commencement of the Closing, delay the Closing pursuant to Section 2.2 (Closing). During the Delay Period, the Buyers shall keep the Seller Representative apprised of the status of such investigation that is the subject of such DOJ/FTC Letter and afford the Seller Representative the opportunity to consult on all matters relating to such investigation. In the event that no legal action is brought by the DOJ or FTC during the Delay Period, then the condition set forth in Section 7.4 shall be deemed satisfied as of the expiration of the Delay Period, or such earlier date as agreed by Buyers and the Seller Representative. For the avoidance of doubt, in the event of the filing of any legal action during the Delay Period, and in all cases during the Delay Period, the terms and obligations of this Section 6.5 shall remain in effect.

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Section 6.6 Officer and Director Indemnification and Insurance.

(a) During the period commencing at the Closing and ending on the sixth (6th) anniversary of the Closing, Buyers will (and Buyers will cause the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates to) cause the certificates of incorporation, operating agreements, bylaws and other similar organizational documents of the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates to contain provisions with respect to indemnification, exculpation and the advancement of expenses that are at least as favorable as the indemnification, exculpation and advancement of expenses provisions set forth in the Organizational Documents of the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates as of the date of this Agreement, except as not permitted by the mandatory requirements of applicable Law. During such six-year period, such provisions may not be repealed, amended or otherwise modified in any manner that would be adverse to the Indemnified Parties except as required by the mandatory requirements of applicable Law. During the period commencing at the Closing and ending on the sixth (6th) anniversary of the Closing, Buyers will cause the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates to indemnify and hold harmless, to the fullest extent permitted by applicable Law or pursuant to any indemnification agreements with, and the Organizational Documents of, the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates in effect on the date of this Agreement, each of their respective current or former directors, managers, officers or employees (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any costs, fees and expenses (including attorneys’ fees and investigation expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement or compromise in connection with any Proceeding to the extent that such Proceeding arises, directly or indirectly, out of or pertains, directly or indirectly, to (i) any action or omission, or alleged action or omission, in such Indemnified Party’s capacity as a director, manager, officer, employee, agent, trustee or other supervisory capacity of the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates to the extent that such action or omission, or alleged action or omission, occurred prior to or at the Closing or (ii) any of the transactions contemplated by this Agreement, as well as any actions taken by the Companies, Sellers or Buyers with respect thereto, except that if, at any time prior to the sixth (6th) anniversary of the Closing, any Indemnified Party delivers to Buyers a written notice asserting a claim for indemnification pursuant to this Section 6.6(a) (Officer and Director Indemnification and Insurance), then the claim asserted in such notice will survive the sixth (6th) anniversary of the Closing until such claim is fully and finally resolved.

(b) On the Closing Date, the Companies shall pay for a non-cancelable run-off insurance policy of not less than the existing coverage amount, for a period of six (6) years after the Closing Date to provide insurance coverage for events, acts or omissions occurring on or prior to the Closing Date for all persons who were directors, managers or officers of the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates on or prior to the Closing Date, which policy shall contain terms and conditions no less favorable to the insured persons than the directors’, managers’ or officers’ liability coverage presently maintained by the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates.

(c) The covenants contained in this Section 6.6 (Officer and Director Indemnification and Insurance) are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties and their respective heirs and legal representatives and shall not be deemed exclusive of any other rights to which an

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Indemnified Party is entitled, whether pursuant to Law, Contract or otherwise. In the event that Buyers or the Companies or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Buyers shall use commercially reasonable efforts to cause the definitive transaction documents to provide that the successors or assigns of Buyers or the Companies, as the case may be, shall succeed to the obligations set forth in this Section 6.6 (Officer and Director Indemnification and Insurance).

Section 6.7 Waiver of Conflicts Regarding Representation.

(a) Recognizing that Paul, Weiss, J.P. Morgan Securities LLC, M. Klein and Company and the internal legal counsel of the Sellers or their Affiliates acting solely in a legal capacity (collectively, the "Transaction Advisors") have acted as legal counsel and/or advisors to the Sellers, the Seller Representative and their respective Affiliates (collectively, the "Seller Parties"), and may be deemed to have acted as legal counsel and/or advisors to the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates prior to the Closing, and that the Transaction Advisors intend to act as legal counsel and/or advisors to the Seller Parties after the Closing, (i) the Companies hereby waive, on their own behalf and agree to cause their Affiliates to waive, any conflicts that may arise in connection with the Transaction Advisors representing the Seller Parties after the Closing, and (ii) in the event that a dispute arises between or among Buyers or any of their Affiliates (including, after the Closing, the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates) and any Seller Party (including, prior to the Closing, the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates), each of the Parties (x) agree that the Transaction Advisors may represent such Seller Party in such dispute even though the interests of such Seller Party may be directly adverse to Buyer or any of its Affiliates (including, after the Closing, the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates), and (y) even though Transaction Advisors may have represented the Company Group Entities, the Co-Investment Entities, the Company Funds or their Affiliates in a matter substantially related to such dispute, or may be handling ongoing matters for the Seller Parties, Buyers and, after the Closing, the Companies, waive, on behalf of themselves and each of their respective Affiliates, any conflict of interest in connection with such representation by Transaction Advisors.

(b) Buyers and, after the Closing, the Companies, further agree that, as to all communications among Transaction Advisors, the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates, and all attorney work product that relate in any way to the transactions contemplated by this Agreement, the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belong solely to the Seller Parties and shall solely be controlled by the Seller Parties and shall not pass to or be claimed by Buyers or, after the Closing, the Company Group Entities, the Co-Investment Entities, the Company Funds or any of their Affiliates, it being the intention of the parties hereto that all rights of any Person under or with respect to such attorney-client privilege, work product protection or other similar privilege or protection, including the right to waive, assert and otherwise control such attorney-client privilege, work product protection or other similar privilege or protection, shall be (and are hereby) transferred to or retained by (as applicable), and vested solely in, such Seller Parties.

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(c) The Parties agree to take, and to cause their respective Affiliates to take, all steps necessary to implement the intent of this Section 6.7 (Waiver of Conflicts Regarding Representation). Each Buyer acknowledges and agrees, on behalf of itself and, after the Closing, the Company Group Entities, the Co-Investment Entities, the Company Funds and their Affiliates, that each has had the opportunity to discuss and obtain adequate information concerning the significance and material risks of, and reasonable available alternatives to, the waivers, permissions and other provisions of this Agreement, including the opportunity to consult with counsel other than Transaction Advisors. This Section 6.7 (Waiver of Conflicts Regarding Representation) is for the benefit of the Transaction Advisors (including its partners and employees), which are intended third-party beneficiaries of this Section 6.7 (Waiver of Conflicts Regarding Representation).

Section 6.8 Expenses. Except as otherwise expressly provided in this Agreement, each of the Parties agrees to pay the costs and expenses incurred by it in connection with the negotiation, preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the Transactions, including the fees and expenses of counsel to such Party; provided that all Transaction Expenses shall be paid in accordance with Section 2.3(f)(i).

Section 6.9 NASDAQ. The Buyers shall as promptly as reasonably practicable prepare and file with the NASDAQ an additional listing application with respect to the Shares and shall obtain, prior to the Closing Date, approval of the listing of the Shares, subject only to official notice to the NASDAQ of issuance.

Section 6.10 Further Assurances. Each Party to this Agreement agrees to execute such documents and other papers and use its reasonable efforts to perform or cause to be performed such further acts as may be reasonably required to carry out the provisions contained in this Agreement and the Ancillary Agreements. Prior to the earlier of the Closing and the termination of this Agreement in accordance with Article IX, the Parties will cooperate to give effect to the Pre-Closing Restructuring, including with respect to any modifications thereto mutually and reasonably agreed between the Buyers and the Seller Representative. Following the Closing, upon the reasonable request of any Party, the other Parties agree to promptly execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as may be reasonably requested to effectuate the purposes of this Agreement and the Ancillary Agreements. To the extent that action or lack of action on the part of an Affiliate of a Party is necessary in order for such Party to fulfill any of its obligations under this Agreement or any Ancillary Agreement, then each such obligation shall be deemed to include an undertaking on the part of such Party to cause such Affiliate to take, or prevent such Affiliate from taking, such necessary action.

Section 6.11 Restrictive Legend.

(a) The certificates representing the Shares to be issued and delivered hereunder to any OHA Senior Partner and their Affiliates shall bear the following legend (it being agreed that if the Shares are not in certificated form, other appropriate restrictions shall be implemented to give effect to the following):

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THEY MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION

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STATEMENT AS TO THE SECURITIES UNDER SUCH ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OR AN EXEMPTION FROM SUCH REGISTRATION UNDER SUCH ACT AND SUCH LAWS. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR OTHER TRANSFER OTHERWISE COMPLIES WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO ADDITIONAL CONTRACTUAL RESTRICTIONS ON TRANSFER.”

Upon either the transfer of the Shares pursuant to a registration statement or upon Sellers’ satisfaction of the relevant holding period under Rule 144 of the Securities Act, and at Sellers’ request, the Sellers and the Buyers shall use reasonable best efforts to cooperate with each other to exchange the Sellers’ certificates for such relevant Shares for new certificates not bearing a legend restricting transfer under the Securities Act, and shall provide such certificates, documents and/or legal opinions as Buyers and the Buyers’ registrar and transfer agent may reasonably request in connection therewith.

Section 6.12 R&W Policy. Prior to the date hereof, Buyers have delivered to the Seller Representative a true and complete copy of the R&W Policy, to be issued at Closing in the name of and for the benefit of Buyers, on substantially the terms set forth on Exhibit F hereto. Buyers shall bear the premium, underwriting fee, Taxes and the underwriter’s outside counsel fees incurred in connection with obtaining the R&W Policy. Each Buyer is current in all premiums or other payments due under the R&W Policy, will promptly pay all premiums required for the full term of the R&W Policy, and has otherwise complied (and will comply) in all material respects with all of its obligations under the R&W Policy. There shall be no subrogation against the Sellers or their Affiliates or representatives for any claims made by Buyers under the R&W Policy, and Buyers shall cause the R&W Policy to comply with the foregoing. Without the Seller Representative’s prior written consent, Buyers shall not amend the subrogation and third-party beneficiary provisions of the R&W Policy in a manner that is contrary to this Section 6.12.

Section 6.13 Tax Matters.

(a) Purchased Partnership Entities Closing of the Books. Partnership Closing of the Books. Subject to Section 6.13(a)(iv), Surviving Company, Buyer 2, the General Partner and the Minority Sellers shall give effect to the transfer of the Purchased Partnership Minority Interests as of the Closing Date and shall cause the Partnership to allocate pursuant to Section 706 of the Code between Surviving Company, Buyer 2, WSI and the General Partner, on the one hand, and the Minority Sellers, the General Partner, and WSI OHA (H) LLC, on the other, based on a closing of the books as of the Closing Date all items of income, gain, loss, deduction and credit attributable to the applicable Purchased Partnership Minority Interests for the taxable year of the Partnership in which the Closing Date occurs; provided, however, to the greatest extent possible, the Parties shall cause the Partnership to allocate tax items between the General Partner and the Minority Sellers on the one hand, and Buyer 2, on the other hand, in a manner consistent with the economic sharing of Incentive Allocation set forth in Section 2.10.

(i) General Partner Closing of the Books. Subject to Section 6.13(a)(iv), Buyer 1, Buyer 2 and the General Partner Sellers shall give effect to the transfer of the Purchased General Partner Interests as of the Closing Date and shall cause

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the General Partner to allocate pursuant to Section 706 of the Code between Buyer 1 and Buyer 2, on the one hand, and the General Partner Sellers, on the other, based on a closing of the books as of the Closing Date all items of income, gain, loss, deduction and credit attributable to the applicable Purchased General Partner Interests for the taxable year of the General Partner in which the Closing Date occurs.

(ii) SPV Closing of the Books. Subject to Section 6.13(a)(iv), Buyer 2 and the SPV Sellers shall give effect to the transfer of the Purchased SPV Interests as of the Closing Date and shall cause each SPV to allocate pursuant to Section 706 of the Code between SPV Sellers and Buyer 2 based on a closing of the books as of the Closing Date all items of income, gain, loss, deduction and credit attributable to the applicable Purchased SPV Interests for the taxable year of such SPV in which the Closing Date occurs; provided, however, to the greatest extent possible, the Parties shall cause the SPVs to allocate tax items between SPV Sellers (as applicable), on the one hand, and Buyer 2, on the other hand, in a manner consistent with the economic sharing of Incentive Allocation set forth in Section 2.10.

(iii) Co-Investment Entity Closing of the Books. Subject to Section 6.13(a)(iv), Buyer 2, each applicable Co-Investment Seller shall give effect to the transfer of the Purchased Co-Investment Interests as of the Closing Date and shall cause each Co-Investment Entity to allocate pursuant to Section 706 of the Code between Co-Investment Sellers and Buyer 2 based on a closing of the books as of the Closing Date all items of income, gain, loss, deduction and credit attributable to the applicable Purchased Co-Investment Interests for the taxable year of such Co-Investment Entity in which the Closing Date occurs.

(iv) In the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the determination of Taxes attributable to the applicable Pre-Closing Tax Period shall be made by assuming that (1) the amount of any Taxes based on or measured by income or receipts, sales or use, employment, or withholding allocated to the portion of such Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the end of the day on the Closing Date and (2) (A) exemptions, allowances or deductions that are calculated on an annual basis and (B) Taxes (such as real or personal property Taxes) that are imposed on a periodic basis, in each case, shall be prorated on the basis of the number of days in the portion of such Straddle Period ending on the Closing Date compared to the number of days in the portion of such Straddle Period beginning on the day following the Closing Date.

(b) Corporate Holdco Taxable Years. The parties shall, to the extent permitted or required under applicable Law, treat the Closing Date as the last day of the taxable period of each Merged Holdco and Sold Holdco for all Tax purposes, and Buyer 1 shall cause such Sold Holdco to join Buyer 1's "consolidated group" (as defined in Treasury Regulations Section 1.1502-1(h)) effective on the day after the Closing Date.

(c) Transfer Taxes. Each applicable Seller, on the one hand, and Buyers, on the other hand, shall each pay fifty percent (50%) of all Transfer Taxes in connection with the transfers by such Seller to Buyers of the Acquired Holdco Interests, Purchased SPV Interests and Purchased Co-Investment Interests, Purchased General Partner Interests and the Purchased Partnership Minority Interests, as the case may be, including any recording charges, and such Seller and Buyers shall jointly file all Tax Returns, required change of ownership and similar statements in connection therewith.

(d) Tax Returns.

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(i) Except as required by applicable Law or a final determination of a Governmental Authority, Buyer 1 and Buyer 2 shall not, and shall not permit any of its Affiliates to, amend any income Tax Return of any Holdco or Purchased Partnership Entity or waive or extend any statute of limitations for the assessment or collection of any income Tax of any Holdco or Purchased Partnership Entity, in each case, with respect to any Pre-Closing Tax Period of each Holdco and Purchased Partnership Entity, in each case without the prior written consent of the applicable Seller(s), with such consent not to be unreasonably withheld, conditioned or delayed. Except as required by a final determination of a Governmental Authority, Buyer 1 and Buyer 2 shall not, and shall not permit any of its Affiliates to, make any material income Tax election, initiate any voluntary disclosure with respect to Income Taxes or voluntarily approach a Governmental Authority with respect to Taxes, in each case, with respect to any income Tax Return of any Holdco or Purchased Partnership Entity for any Pre-Closing Tax Period of any Holdco or Purchased Partnership Entity, in each case without the prior written consent of each applicable Seller, with such consent not to be unreasonably withheld, conditioned or delayed. Buyer 1 and Buyer 2 shall not permit any Holdco or Purchased Partnership Entity, in each case, to the extent not wholly owned by any Buyer, to take any action outside the ordinary course of business on the Closing Date after the Closing that is not contemplated by this Agreement.

(ii) Each Holdco Seller shall prepare or cause to be prepared all Income Tax Returns of its respective Holdco for any Pre-Closing Tax Period. The General Partner and the Partnership shall cooperate with Buyer 1 and Holdco Sellers in calculating the Income Taxes of each Holdco for the Pre-Closing Tax Period ending on the Closing Date, including through preparing and delivering to Buyer 1 and each Holdco Seller, as promptly as practicable after the Closing Date, a statement reflecting a pro forma closing of the books on the Closing Date with respect to each Holdco's direct or indirect interest in the Partnership and each other applicable pass-through entity, if any, in which each Holdco holds a direct or indirect beneficial interest.

(iii) The Seller Representative shall prepare (or cause to be prepared) all Income Tax Returns of the Purchased Partnership Entities for any Pre-Closing Tax Period or any Straddle Period in a manner consistent with the past practice of such entities, except as required by applicable Law; provided, the Buyer 2 shall prepare (or cause to be prepared) the calculation of the asset tax basis "step up" for U.S. federal and applicable state and local tax purposes (a "Step-Up Calculation"). The Seller Representative shall deliver to Buyer 1 or Buyer 2, as applicable, any such Tax Return for its review and comment at least thirty (30) days prior to the date on which such Tax Return is required to be filed. If Buyer 1 or Buyer 2, as applicable, disputes any item on such Tax Return, it shall notify the Seller Representative of such disputed item (or items) and the basis for its objection. Buyer 1 or Buyer 2, as applicable, shall deliver to Seller Representative, the Step-Up Calculation for its review and comment at least twenty (20) days prior to the date on which the Tax Return on which the Step-Up Calculation is reported is required to be filed. If Seller Representative disputes any item on such Step-Up Calculation, it shall notify the Buyer 1 or Buyer 2, as applicable, of such disputed item (or items) and the basis for its objection. The parties shall act in good faith to resolve any such dispute prior to the date on which the relevant Pre-Closing Tax Return, Straddle Period Tax Return or Step-Up Calculation, as applicable is required to be filed. If the parties cannot resolve any disputed item, the item in question shall be resolved by the Accounting Expert. The fees, costs and expenses of the arbitrator incurred pursuant to this Section 6.13(d)(iii) shall be borne pro rata as between the Seller Representative and Buyer 1 or Buyer 2, as applicable, in the manner set forth in Section 2.4(e) (i.e., in proportion to the final allocation made by the Accounting Expert of the disputed items weighted in relation to the claims made by the Seller Representative and Buyer 1 or

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Buyer 2, as applicable, such that the prevailing party pays the lesser proportion of such fees, costs and expenses).

(iv) Any and all items that are more likely than not to be allowed as a deduction in a Pre-Closing Tax Period related to (x) any Transaction Expenses, (y) expenses with respect to Closing Indebtedness being paid in connection with the Closing, and (z) all other expenses relating to the transactions contemplated by this Agreement that are the economic responsibility of Sellers and that are deductible for Tax purposes, including any deductible fees and expenses of legal counsel or accountants, in each case, solely to the extent such expenses were paid in cash prior to Closing and would have been Transaction Expenses if they had been paid after the Closing (such deductions described in clauses (x), (y) and (z), the “Transaction Tax Deductions”) shall be claimed in a Pre-Closing Tax Period, except as otherwise required by applicable Law. Such Transaction Tax Deductions shall be determined (and all Tax Returns shall be filed), to the extent applicable, applying the safe harbor contained in IRS Revenue Procedure 2011-29 for any success based fees.

(e) Tax Contests.

(i) If, following the Closing Date, Buyer 1 or any Holdco receives from any Taxing Authority written notice of any Tax Contest that relates to a Pre-Closing Tax Period and with respect to which any Holdco Seller would reasonably be expected to have any liability, Buyer 1 shall provide a copy of such notice to such Holdco Seller.

(ii) Each applicable Holdco Seller shall, at its expense, have the right to elect to control, manage, contest, settle, and otherwise be responsible for, including contesting or settling, any Tax Contest to the extent that such Tax Contest relates to Income Taxes of the applicable Holdco for a Pre-Closing Tax Period other than Tax Contests with respect to any Straddle Period. Buyer 1 and such Holdco shall have the right to participate in all aspects of any such Tax Contest and each such Holdco Seller shall not settle such Tax Contest without the consent of Buyer 1, which consent will not be unreasonably withheld, conditioned or delayed. Each Holdco Seller shall keep Buyer 1 and each Holdco informed of the progress of such Tax Contest and shall provide copies of all written communications with any Taxing Authority related to such Tax Contest.

(iii) If, following the Closing Date, Buyer 1, Buyer 2 or any Purchased Partnership Entity receives from any Taxing Authority written notice of any Tax Contest that relates to a Pre-Closing Tax Period and with respect to which any Seller would reasonably be expected to have any liability, Buyer 1 shall provide a copy of such notice to the Seller Representative. The failure to make timely delivery of a copy of such notice shall not affect any Seller’s indemnification obligations for Taxes hereunder, except to the extent such Seller is actually prejudiced by failure to give such notice.

(iv) The Seller Representative shall at its expense, control, manage, contest, settle, and otherwise be responsible for, any Tax Contest relating to Tax Returns relating to Income Taxes of any Purchased Partnership Entity (any such Tax Contest, a “Pass-Through Tax Contest”) for a Pre-Closing Tax Period (other than any Pass-Through Tax Contests with respect to a Straddle Period). If such Pass-Through Tax Contest would reasonably be expected to have the effect of increasing Taxes of any post-Closing direct or indirect equityholders of the Purchased Partnership Entity, Buyer 1 or Buyer 2, as applicable, shall have the right to participate in all aspects of such Tax Contest and the Seller Representative shall not settle such Tax Contest without the consent of Buyer 1 or Buyer 2, as applicable, which consent will not be unreasonably

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withheld, conditioned or delayed. The Seller Representative shall keep Buyer 1 or Buyer 2, as applicable, informed of the progress of such Tax Contest and shall provide copies of all written communications with any Taxing Authority related to such Tax Contest. The Seller Representative shall be required to make a “push out” election under Section 6226 of the Code (or any similar provision of state and local Tax law) with respect to any Pass-Through Tax Contest for a Pre-Closing Tax Period (or the portion of the Straddle Period). If the Seller Representative declines (or fails) to assume control of the conduct of any Pass-Through Tax Contest within a reasonable period after being provided with written notice of such Pass-Through Tax Contest by Buyer 1 or Buyer 2, Buyer 1 or Buyer 2, as applicable, shall have the right to assume control of such Pass-Through Tax Contest, but Buyer 1 or Buyer 2, as applicable, shall not settle or compromise any such Pass-Through Tax Contest without the Seller Representative’s prior written consent (not to be unreasonably withheld, delayed or conditioned) if such settlement or compromise would reasonably be expected to have the effect of increasing Taxes of any pre-Closing direct or indirect equityholders of such Purchased Partnership Entity; provided that each Buyer shall be permitted to cause any Purchased Partnership Entity to timely make or cause to be timely made the election provided for in Section 6226 of the Code, and the Seller Representative and Sellers shall cooperate with Buyers and any such Purchased Partnership Entity (as applicable) in making any such election.

(v) Buyer 1 or Buyer 2, as applicable, shall, at its expense, control, manage, contest, settle, and otherwise be responsible for, including contesting or settling, any Tax Contest that neither a Holdco Seller nor the Seller Representative controls pursuant to Section 6.13(e)(ii) or Section 6.13(e)(iv). The Seller Representative (or with respect to WSI or WSI OHA (H) LLC, Wafra Holdco Seller) may participate in all aspects of such Tax Contest to the extent it relates to a Pre-Closing Tax Period or Straddle Period and Buyer 1 or Buyer 2, as applicable, shall not settle such Tax Contest to the extent it relates to a Pre-Closing Tax Period or a Straddle Period without the consent of the Seller Representative or Wafra Holdco Seller, as applicable, which consent will not be unreasonably withheld, conditioned or delayed. Buyer 1 and Buyer 2, as applicable, shall keep the Seller Representative or Wafra Holdco Seller, as applicable, informed of the progress of such Tax Contest and shall provide copies of all written communications with any Taxing Authority related to such Tax Contest, in each case, to the extent related to a Pre-Closing Tax Period.

(vi) The parties hereto acknowledge that the insurer(s) under the R&W Policy may have certain rights under the R&W Policy in respect of the defense, settlement and/or compromise of a Tax Contest. In the event of any conflict between the provisions of the R&W Policy and the provisions of this Section 6.13(e) in each case as they apply to the defense, settlement and/or compromise of a Tax Contest, the provisions of the R&W Policy shall govern.

(f) Tax Cooperation. The Seller Representative, Wafra Holdco Seller and each of Buyer 1 and Buyer 2 shall cooperate fully, as and to the extent reasonably requested by the other (and at such requesting party’s expense), in connection with (i) the filing of Tax Returns pursuant to Section 6.13(d), and (ii) any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party’s request) the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees and advisors available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(g) Tax Elections. Buyer 1, Buyer 2 and their Affiliates shall not make and shall cause the Holdcos not to make an election pursuant to Sections 338 or 336(e) of

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the Code with respect to the transactions contemplated by this Agreement with respect to any of the Holdcos.

(h) Section 754 Elections. To the extent a valid election under Section 754 of the Code (and any corresponding provisions of state and local law) is not in effect for any Company Group Entity or Co-Investment Entity that is treated as a partnership for U.S. federal income tax purposes, each Buyer or its Affiliates shall have the right to cause such Company Group Entity or Co-Investment Entity to make such election(s) in the prescribed time and manner required for such election(s) to be effective for the taxable year that includes the Closing Date.

(i) Intended Merger Tax Treatment. None of Buyer 1, Buyer 2, the Subsidiaries of Buyer 1, the Subsidiaries of Buyer 2, Holdco Sellers nor the Corporate Holdcos shall take any action, or fail to take any action, which action or failure to act could reasonably be expected to prevent or impede (whether as a direct or indirect consequence), or would reasonably be expected to prevent or impede, the Mergers from qualifying for the Intended Merger Tax Treatment.

(j) WSI. Buyer 1 represents and warrants that it has no current plan or intention or binding obligation to effect a transaction treated for U.S. federal income tax purposes as a liquidation of WSI or a merger of WSI into Buyer 1 or another entity, or to allow WSI to transfer substantially all of its assets. Buyer 1 will cause no such actions to be taken (or for a binding agreement to be entered into that contemplates any such actions) prior to the two-year anniversary of the Closing Date without the prior written consent of Wafra Holdco Seller.

(k) UK Business Entities.

(i) Buyer 2, in its sole discretion, shall determine whether to make a protective election (including pursuant to a ruling request under Treasury Regulation Section 301.9100-3 (or any comparable provision or requirement under state, local or non-U.S. laws)) to treat each of OHA (UK) LLP and Oak Hill Advisors (Europe), LLP as a partnership for U.S. federal (and applicable state and local) income tax purposes (the "UK Partnership Election"). Each former equity owner of OHA (UK) LLP and Oak Hill Advisors (Europe), LLP shall (A) reasonably cooperate with and provide the necessary information to Buyer 2 to permit the UK Partnership Election to be made and (B) take all actions necessary and appropriate as may be required to effect and preserve timely the UK Partnership Election in accordance with the provisions Treasury Regulations Section 301.9100-3 (or any comparable provision or requirement under state, local or non-U.S. laws). If Buyer 2 makes the UK Partnership Election, none of the Partnership, its equityholders or Buyer 2 will take, or cause or permit to be taken, any position on any Tax Return that would be inconsistent with, prejudice or otherwise adversely affect the UK Partnership Election without the prior written consent of the other parties, not to be unreasonably withheld, delayed or conditioned.

(ii) Buyer 2, in its sole discretion, shall determine whether to make an election under Section 338(g) of the Code (and any election comparable to Section 338(g) of the Code under state, local or non-U.S. laws) with respect to the acquisition of the UK Business Entities (collectively, the "338 Election"). In the event that Buyer 2 makes the 338 Election, the parties agree that the Consideration (and any other amounts treated as consideration for purposes of the 338 Election) allocated to the UK Business Entities shall be allocated among the assets of Oak Hill Advisors (U.K. Services) Limited in accordance with Treasury Regulations Sections 1.338-6 and 1.338-7.

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Section 6.14 Payoff Letters. On or prior to the Closing Date, the Companies shall have delivered to Buyers payoff letters from the lenders under the Credit Agreement which authorize the release of all Encumbrances securing such Credit Agreement upon payment in full (the “Payoff Letters”).

Section 6.15 Certain Filings. Following reasonable consultation with Buyers, the Companies shall make appropriate filings with Governmental Authorities with respect to its investment advisory status as soon as practicable following the date of this Agreement with all jurisdictions in which any Company Group Entity has a place of business and in each other jurisdiction where it is necessary for any Company Group Entity to make such filings in order to conduct its businesses after the Closing; provided, however, that Buyer shall review and approve in writing each such filing prior to its submission by any Company to the applicable Governmental Authority.

Section 6.16 Release. Each of Sellers, on behalf of themselves and their Affiliates (other than Holdcos) and their respective officers, directors, employees, investors, partners, equityholders, agents, representatives, successors and assigns (collectively, the “Seller Releasing Parties”), hereby irrevocably and unconditionally releases and forever discharges the Holdcos, the Companies and the other Company Group Entities, the Co-Investment Entities, their Affiliates and their respective officers, directors, employees (including the OHA Partners), investors, partners, equityholders, agents, representatives, successors and assigns (the “Company Released Parties”) from any and all claims, charges, complaints, causes of action, damages, agreements and liabilities of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising from any actions or omissions or other conduct occurring on or prior to the Closing Date (“Seller Released Claims”), including, without limitation, any Seller Released Claims (i) relating to or arising out of Sellers’ ownership of Purchased Interests, (ii) arising out of, or relating to, the organization, management or operation of the businesses of Holdcos, any Company Group Entity, any Co-Investment Entity, any Company Fund or any of their Affiliates, (iii) relating to this Agreement, the Ancillary Agreements and the Transactions, (iv) arising out of or due to any inaccuracy or breach of any representation or warranty or the breach of any covenant, undertaking or other agreement contained in this Agreement, the Schedules and Exhibits hereto or in any certificate contemplated hereby and delivered in connection herewith or (v) relating to any information (whether written or oral), documents or materials furnished by or on behalf of the Company Released Parties, including Company Confidential Information (clauses (i) through (v) collectively, the “Seller Released Claims”); provided, that nothing contained in this Section 6.16 shall extend to, and Seller Released Claims shall not include, any claims, charges, complaints, causes of action, damages, agreements or liabilities of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, against the Company Released Parties in connection with (w) the Fraud of any such Company Released Party, (x) the respective representations, warranties, obligations, covenants, agreements and liabilities of any Company Released Party under this Agreement or any Ancillary Agreement to the extent such respective representations, warranties, obligations, covenants, agreements and liabilities expressly by their terms survive the Closing, (y) any rights to base salary, vacation, benefits and expense reimbursement or (z) any rights to indemnification, advancement of expenses or similar rights that any Seller Releasing Party may be entitled to under any of the Organizational Documents of any Company Group Entity, any Co-Investment Entity, any Company Fund or any of their Affiliates. Effective as of the Closing, each of the Buyers, Holdcos, the Companies and the Co-Investment Entities on behalf of themselves and their Affiliates and their respective officers, directors, employees, investors, partners, equityholders, agents, representatives, successors and assigns (collectively, the “Buyer Releasing Parties”), hereby irrevocably and unconditionally releases and forever

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discharges the Seller Releasing Parties from any and all claims, charges, complaints, causes of action, damages, agreements and liabilities of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, arising from any actions or omissions or other conduct occurring on or prior to the Closing Date (the “Buyer Released Claims”), including, without limitation, any Buyer Released Claims (i) relating to or arising out of Sellers’ ownership of Purchased Interests, (ii) arising out of, or relating to, the organization, management or operation of the businesses of Holdcos, any Company Group Entity, any Co-Investment Entity, any Company Fund or any of their Affiliates, (iii) relating to this Agreement, the Ancillary Agreements and the Transactions, (iv) arising out of or due to any inaccuracy or breach of any representation or warranty or the breach of any covenant, undertaking or other agreement contained in this Agreement, the Schedules and Exhibits hereto or in any certificate contemplated hereby and delivered in connection herewith or (v) relating to any information (whether written or oral), documents or materials furnished by or on behalf of Sellers or Holdcos or the Company Group Entities, including Company Confidential Information (clauses (i) through (iii) collectively, the “Buyer Released Claims”); provided, that nothing contained in this Section 6.16 shall extend to, and Buyer Released Claims shall not include, any claims, charges, complaints, causes of action, damages, agreements or liabilities of any kind or nature whatsoever, whether known or unknown and whether at law or in equity, against the Seller Releasing Parties in connection with the Fraud of any such Seller Releasing Party or the respective representations, warranties, obligations, covenants, agreements and liabilities of any Seller under this Agreement or any Ancillary Agreement to the extent such respective representations, warranties, obligations, covenants, agreements and liabilities expressly by their terms survive the Closing and to which a Buyer Releasing Party is entitled to indemnification pursuant to Article X (but subject to the provisions and limitations set forth therein).

Section 6.17 Confidentiality. Subject to the other provisions of this Section 6.17, no Party shall, and each Party shall not permit its Affiliates or its or their respective officers, directors, employees, advisors, agents or representatives to, disclose the existence, terms or provisions of this Agreement or any of the Ancillary Agreements without the prior written consent of Buyers and the Seller Representative. Other than the Buyers and the Seller Representative and their respective advisers, no Party or other Person shall be entitled to receive a copy of the Annexes to this Agreement without the prior written consent of the Buyers and the Seller Representative and any Party or Person to whom such Annexes are provided shall keep such Annexes strictly confidential. From and after the Closing, each Seller shall, and shall cause its Affiliates and its and their respective officers, directors, employees, advisors, agents and representatives to, treat and hold as confidential and not use (other than use in the good faith performance by such Seller of his or her duties on behalf of any Company Group Entities while employed or engaged by any Company Group Entities) any information concerning the Buyers, Company Group Entities or the Business other than disclosure or use of (a) information that is independently developed by any such Persons other than through the applicable Sellers’ ownership of the Purchased Interests, (b) information that is, was or becomes generally available to the public other than as a result of disclosure by any such Persons in breach of this Section 6.17 or (c) information that is or becomes available to any such Persons on a non-confidential basis from a source other than the Company Group Entities which source is permitted to disclose such information without any known restrictions on disclosure or use (the “Company Confidential Information”). Notwithstanding the foregoing, each Party may disclose the terms of this Agreement or the Ancillary Agreements or Company Confidential Information (x) to the extent required by Law or legal process, provided that such Party shall, (A) to the extent permitted by applicable Law, and other than as part of any routine request of any Governmental Authority not specifically directed at the Company Group Entities, first provide the other Parties with

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notice of any such anticipated disclosure such that any of them may seek (with the cooperation of the first Party) a protective order or other remedy limiting such disclosure at their sole cost and expense, (B) disclose only that Company Confidential Information that a Party reasonably believes is necessary or appropriate to comply with applicable Law or applicable National Securities Exchange rules, and (C) exercise commercially reasonable efforts to ensure that any such disclosed Company Confidential Information will be afforded confidential treatment, (y) in connection with the enforcement by any Party of any term or provision of this Agreement or any Ancillary Agreement and exercise of their rights related thereto (in which case such Party shall (A) disclose only that Company Confidential Information that is necessary to enforce this Agreement or any Ancillary Agreement or exercise such Party's rights related thereto, and (B) exercise commercially reasonable efforts to ensure that any such disclosed Company Confidential Information will be afforded confidential treatment) and (z) to such Party's Affiliates, officers, directors, employees, advisors, agents and representatives. From and after the Closing, each Buyer shall, and shall cause its Affiliates and its and their respective officers, directors, employees, advisors, agents and representatives to, treat and hold as confidential any information concerning Sellers that such Buyer has received or obtained in connection with the Transactions, including any and all information, documents and other materials provided to Buyers hereunder concerning Sellers.

Section 6.18 Client Consents. As promptly as practicable after the date hereof, the Companies shall (i) send a notice (by written letter in form and substance reasonably satisfactory to the Buyers) to each Company Fund, each limited partner or other investor in a Company Fund and, if applicable, the members of each Advisory Board, Board of Directors or other applicable representative of a Company Fund, announcing the entry by the Companies into this Agreement and the Transactions and (ii) use commercially reasonable efforts to obtain each applicable Client Consent. Any client notice described in the immediately preceding sentence that is delivered by email shall be delivered (i) in compliance with applicable Law and the terms of any applicable Fund Documentation or Client Contract, and (ii) shall include the letter described in the immediately preceding sentence as an attachment and/or as part of the email. The Buyers shall have a reasonable opportunity to review and comment upon all disclosure, notice or consent materials to be provided by any Company to any Company Fund, limited partner or other investor in any Company Fund or Advisory Board member, Board of Directors or other applicable representative in connection with the Transactions. The Companies shall, promptly upon their receipt, provide the Buyers with copies of any and all written correspondence (other than any informal inquiries or similar communications) between such parties and the Company Funds, limited partner or other investors in any Company Fund or Advisory Board members, Board of Directors or other applicable representative or representatives or counsel of any of the foregoing relating to the Transactions which may impact the obtaining of Client Consents, and shall otherwise keep the Buyers reasonably informed in a timely manner of any material developments involving the obtaining of Client Consents. Other than as set forth in the letter referred to in the first sentence of this Section 6.18, no Company Group Entity shall amend or revise any Client Contract or Fund Documentation or reduce or waive any fee or reimburse expenses payable under any Client Contract or Fund Documentation or offer or promise to any Company Fund or any limited partner or other investor in any Fund any reduced fee or other amendment in connection with obtaining any consent or otherwise in connection with the Transactions, in each case without the prior written consent of the Buyers, nor shall any Company Group Entity be required to take any of the foregoing actions in this sentence in order to satisfy its obligations under this Section 6.18.

Section 6.19 Additional Buyer 1 Director. Buyers shall take all such actions necessary to, no later than promptly following the Effective Time, (a) increase by one the

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number of directors on the board of directors of Buyer 1 (the “Buyer Board”) and (b) subject to its standard corporate governance practices and the completion of its standard director evaluation process, fill such vacancy on the Buyer Board with GRA.

Section 6.20 Oak Hill Advisors Hong Kong . If the Parties reasonably agree, based on the advice of counsel, that they do not anticipate receiving approval of the SFC to the Transaction at least ten (10) Business Days prior to the anticipated Closing Date, (a) on or before the seventh (7th) Business Day prior to the Closing, Oak Hill Hong Kong shall submit a notice of cessation of business (a “Cessation of Business Notice”) to the SFC notifying them of its intention to cease conducting all regulated activities no earlier than the earliest date permitted by applicable Law, but in any event no later than Closing, and shall concurrently deliver written evidence of such notice to the Buyers and (b) prior to the Closing, the Sellers shall cause 100% of the equity interests of Oak Hill Hong Kong to be distributed to one or more Sellers such that Oak Hill Hong Kong is no longer a direct or indirect Subsidiary of the Partnership and will not be acquired, directly or indirectly, by Buyers pursuant to this Agreement.

Section 6.21 Restrictive Covenants . As a material inducement to Buyers’ entering into this Agreement, each OHA Senior Partner hereby agrees to the provisions of this Section 6.21:

(a) During the five (5) year period after the date of this Agreement (the “Restricted Period”), each OHA Senior Partner (each, a “Restricted Person”) agrees that such Restricted Person shall not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any Person, in whatever form, engaged in competition with the Company Group Entities as their respective businesses are conducted as of the Closing Date, in any locale of any country in which the Company Group Entities conduct business as of the Closing Date. Notwithstanding the foregoing, nothing in this Section 6.21 shall prohibit any Restricted Person from (x) being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with Company Group Entities, so long as such Restricted Person has no active participation in the business of such corporation or (y) engaging in the activities permitted pursuant to Section 1(b) of such Restricted Person’s Employment Agreement.

(b) During the Restricted Period, each Restricted Person agrees that such Restricted Person shall not, except in the furtherance of such Restricted Person’s duties under his Employment Agreement or the Letter Agreement (or any agreement implementing the terms thereof), directly or indirectly, individually or on behalf of any other Person, solicit, aid or induce any customer of Company Group Entities as of the Closing Date to purchase goods or services then sold by Company Group Entities from another Person or assist or aid any other persons or entity in identifying or soliciting any such customer.

(c) During the Restricted Period, each Restricted Person agrees that the such Restricted Person shall not, except in the furtherance of such Restricted Person’s duties under his Employment Agreement or the Letter Agreement (or any agreement implementing the terms thereof), directly or indirectly, individually or on behalf of any other Person, (A) solicit, aid or induce any employee, representative or agent of Company Group Entities to leave such employment or retention or to accept employment with or render services to or with any other Person unaffiliated with Buyers or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other Person in identifying, hiring or soliciting any such employee, representative or

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agent, or (B) interfere, or aid or induce any other Person in interfering, with the relationship between the Company Group Entities and any of their respective vendors, joint venturers or licensors. An employee, representative or agent shall be deemed covered by this Section 6.21(c) while so employed or retained and for a period of six (6) months thereafter.

(d) Notwithstanding the foregoing, the provisions of this Section 6.21 shall not be violated by (A) general advertising or solicitation not specifically targeted at Buyer-related Persons or (B) a Restricted Person serving as a reference, upon request, for any employee of Buyers or any of their Affiliates so long as such reference is not for an entity that is employing or retaining such Restricted Person.

Section 6.22 Section 280G Covenant. Prior to the Closing, the Companies shall (i) use commercially reasonable efforts (which shall not require any increased payments) to obtain from each “disqualified individual” (as defined in Section 280G(c) of the Code) a waiver by such individual of payments (or other benefits) contingent on the consummation of the transactions contemplated by this Agreement (within the meaning of Section 280G(b)(2)(A)(i) of the Code) to the extent necessary so that such payments and benefits would not be “excess parachute payments” under Section 280G of the Code and (ii) no later than five Business Days prior to the Closing, submit to its stockholders for a vote all such waived payments (to the extent that a disqualified individual has executed the waiver referred to in clause (i)) in a manner such that, if such vote is adopted by the stockholders in a manner that satisfies the stockholder approval requirements under Section 280G(b)(5)(B) of the Code and regulations promulgated thereunder, no payment received by such “disqualified individual” would be a “parachute payment” under Section 280G(b) of the Code. Such vote shall establish the “disqualified individual’s” right to the payment or other benefit which was waived. In addition, the Companies shall provide adequate disclosure to stockholders entitled to vote of the material facts concerning all payments and benefits that, but for such vote, could be deemed “parachute payments” to any such “disqualified individual” under Section 280G of the Code in a manner intended to satisfy Section 280G(b)(5)(B)(ii) of the Code and regulations promulgated thereunder. The Companies agree to provide to Buyers written drafts of the calculations and analysis, shareholder disclosure statement, waivers, and stockholder approval forms that will be provided to disqualified individuals and stockholders not later than three Business Days in advance of delivering such documents to the disqualified individuals and stockholders, as applicable, and shall incorporate Buyers’ reasonable comments on such documents.

## ARTICLE VII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYERS AND MERGER SUBS

The obligations of Buyers and Merger Subs under this Agreement shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived by Buyers:

Section 7.1 Representations and Warranties Accurate. Each of the (a) Seller Fundamental Representations and Company Fundamental Representations shall be true and correct in all respects (other than de minimis exceptions) and (b) remaining representations and warranties of the Sellers contained in Article III (Representations and Warranties of Sellers) and remaining representations and warranties of the Companies contained in Article IV (Representations and Warranties regarding the Company Group Entities) shall be true and correct (without giving effect to any qualifications or

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limitations as to “materiality” or “material adverse effect” or similar qualifiers contained therein), in each case as of the date hereof and on and as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties expressly stated to relate to an earlier date, in which case, as of such earlier date); provided, however, that clause (b) of this condition shall be considered satisfied unless the failure of such representations or warranties to be true and correct, has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 7.2 Performance. The Sellers and the Companies shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed and complied with by it prior to or on the Closing Date.

Section 7.3 Officer’s Certificate. The Seller Representative shall have delivered to Buyers a certificate, signed by an executive officer of the Companies, dated as of the Closing Date, certifying the matters set forth in Section 7.1 (Representations and Warranties Accurate), Section 7.2 (Performance), Section 7.8 (Client Consents) and, if applicable, Section 7.10 (Oak Hill Hong Kong Transfer).

Section 7.4 Antitrust Laws. All required filings under the HSR Act shall have been completed and all applicable waiting periods thereunder shall have terminated or expired without a request for further information by the relevant Governmental Authority and ongoing and all consents of, or filings with, any Governmental Authority or pursuant to any Antitrust Laws set forth on Section 7.4 of the Company Disclosure Schedule shall have been obtained and be in full force and effect and any applicable waiting period with respect thereto shall have expired, as the case may be (it being understood that any consent shall be deemed obtained if the relevant authority (a) has declared that it does not have jurisdiction, or has determined not to exercise its jurisdiction, to review the transactions contemplated hereby, (b) has consented to, approved, or cleared the transactions contemplated hereby or (c) may no longer prohibit the transactions contemplated hereby due to the expiry of all relevant time periods).

Section 7.5 No Injunction. There shall not be in effect any Law, injunction or other Order by a Governmental Authority restraining, enjoining, having the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

Section 7.6 No Material Adverse Effect. Since the date of this Agreement, no Material Adverse Effect shall have occurred and be continuing.

Section 7.7 Certain Consents. The Companies shall have obtained each consent set forth on Section 7.7 of the Company Disclosure Schedule; provided, that if condition set forth in Section 7.10 is satisfied, the approval of the SFC set forth on Section 7.7 of the Company Disclosure Schedule shall no longer be a condition to Closing.

Section 7.8 Client Consents. The Companies shall have obtained Client Consents such that the aggregate Consenting Client AUM as of the Closing is at least 75% of the AUM as of the date hereof.

Section 7.9 Employment Agreement. The Employment Agreements of the Key Executives shall be in full force and effect, and each of the Key Executives continues to devote substantially all of his business time to the affairs of the Company Group Entities (subject to such permitted activities as set forth in the applicable

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Employment Agreement) and is not Disabled; provided, that, notwithstanding the foregoing, this condition shall be deemed satisfied if, on the Closing Date, one of the Key Executives is deceased or Disabled and is anticipated to be unable to perform his material duties in relation to the Company Group Entities after reasonable accommodation for any period of time after the Closing, so long as the other Key Executive is not deceased or Disabled and is willing and able to perform his duties during the anticipated duration of the other Key Executive's Disability

Section 7.10 Oak Hill Hong Kong Transfer. If a Cessation of Business Notice is required to be delivered in accordance with Section 6.20, the Partnership shall have transferred all the issued and outstanding shares it holds in Oak Hill Hong Kong to one or more Sellers, such that no prior approvals shall be required from any regulator in Hong Kong for the Parties to consummate the transactions contemplated by this Agreement.

## ARTICLE VIII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLERS AND THE COMPANIES

The obligation of the Sellers and the Companies to effect the transactions contemplated by this Agreement shall be subject to the satisfaction, at or prior to the Closing Date, of all of the following conditions, any one or more of which may be waived by the Seller Representative:

Section 8.1 Representations and Warranties Accurate. Each of the (a) Buyer Fundamental Representations shall be true and correct in all respects (other than de minimis exceptions) and (b) remaining representations and warranties of Buyers and Merger Subs contained in Article V (Representations and Warranties of Buyers and Merger Subs) shall be true and correct, in each case as of the date hereof and on and as of the Closing Date as though made on and as of the Closing Date (except for such representations and warranties expressly stated to relate to an earlier date, in which case, as of such earlier date) (without giving effect to any qualifications or limitations as to "materiality" or "material adverse effect" or similar qualifiers contained therein); provided, however, that clause (b) of this condition shall be considered satisfied unless the failure of such representations or warranties to be true and correct, individually or in the aggregate, would reasonably be expected to prevent or delay the ability of Buyers to perform their obligations under this Agreement.

Section 8.2 Performance. Each Buyer and Merger Sub shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed and complied with by it prior to or on the Closing Date.

Section 8.3 Officer Certificate. Buyers shall have delivered to the Seller Representative a certificate, signed by an executive officer of each Buyer and Merger Sub in his or her capacity as such on behalf of such Buyer or Merger Sub, dated as of the Closing Date, certifying the matters set forth in Section 8.1 (Representations and Warranties Accurate) and Section 8.2 (Performance).

Section 8.4 Antitrust Laws. All required filings under the HSR Act shall have been completed and all applicable waiting periods thereunder shall have terminated or expired without a request for further information by the relevant Governmental Authority and ongoing and all consents of, or filings with, any Governmental Authority or pursuant to any Antitrust Laws set forth on Section 7.4 of the Company Disclosure Schedule shall have been obtained and be in full force and effect and any applicable waiting period with

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respect thereto shall have expired, as the case may be (it being understood that any consent shall be deemed obtained if the relevant authority (a) has declared that it does not have jurisdiction, or has determined not to exercise its jurisdiction, to review the transactions contemplated hereby, (b) has consented to, approved, or cleared the transactions contemplated hereby or (c) may no longer prohibit the transactions contemplated hereby due to the expiry of all relevant time periods).

Section 8.5 No Injunction. There shall not be in effect any Law, injunction or other Order by a Governmental Authority restraining, enjoining, having the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

Section 8.6 No Buyer Material Adverse Effect. Since the date of this Agreement, no Buyer Material Adverse Effect shall have occurred and be continuing.

Section 8.7 Certain Consents. The Companies shall have obtained each consent set forth on Section 7.7 of the Company Disclosure Schedule; provided, that if condition set forth in Section 7.10 is satisfied, the approval of the SFC set forth on Section 7.7 of the Company Disclosure Schedule shall no longer be a condition to Closing.

Section 8.8 Listing. Buyer 1 shall have obtained from NASDAQ, approval of the listing of the Shares, subject only to official notice to the NASDAQ of issuance.

## ARTICLE IX

### TERMINATION

Section 9.1 Termination. This Agreement may be terminated on or prior to the Closing as follows:

(a) Buyers and Seller Representative may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) by either Buyers or Seller Representative if any Governmental Authority shall have issued an Order, enacted, or enforced a Law, or taken any other action permanently preventing, prohibiting, restraining, or enjoining the Closing and such Order, Law, or other action shall have become final and non-appealable; provided, that the right to terminate this Agreement pursuant to this Section 9.1(b) shall not be available to the Party seeking to terminate if the failure of such Party or of such Party's Affiliates to perform any of their obligations under this Agreement required to be performed at or prior to the Closing was the primary cause of the issuance, enactment, or enforcement of such Order, Law, or other action;

(c) Buyers may terminate this Agreement, upon written notice to the Seller Representative, if there has been a violation, breach or inaccuracy of any representation, warranty, covenant or agreement of the Sellers or the Companies contained in this Agreement, which violation, breach or inaccuracy would cause any of the conditions set forth in Section 7.1 (Representations and Warranties Accurate) or Section 7.2 (Performance) not to be satisfied, and such violation, breach or inaccuracy has not been waived by Buyers or cured by the Sellers or the Companies within the earlier of (x) the Termination Date and (y) 20 Business Days after receipt by the Sellers of written notice thereof from Buyers or is not capable of being cured prior to the Termination Date; provided that the right to terminate this Agreement pursuant to this

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Section 9.1(c) shall not be available to Buyers if the failure of Buyers or Merger Subs to fulfill any material obligation under, or the breach by Buyers or Merger Subs of any material provision of, this Agreement shall have been the primary or principal cause of, or shall have resulted in, Sellers' or the Companies' violation, breach or inaccuracy;

(d) The Seller Representative may terminate this Agreement, upon written notice to Buyers, if there has been a violation, breach or inaccuracy of any representation, warranty, agreement or covenant of Buyers or Merger Subs contained in this Agreement, which violation, breach or inaccuracy would cause any of the conditions set forth in Section 8.1 (Representations and Warranties Accurate) or Section 8.2 (Performance), not to be satisfied, and such violation, breach or inaccuracy has not been waived by the Sellers or cured by Buyers within the earlier of (x) the Termination Date and (y) 20 Business Days after receipt by Buyers of written notice thereof from the Sellers or is not capable of being cured prior to the Termination Date; provided that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to the Seller Representative if the failure of the Seller Representative, Sellers or the Companies to fulfill any material obligation under, or the breach by the Seller Representative, Sellers or the Companies of any material provision of, this Agreement shall have been the primary or principal cause of, or shall have resulted in, Buyers' violation, breach or inaccuracy;

(e) Either Buyers or Seller Representative may terminate this Agreement if the Closing Date shall not have occurred on or before the date that is six (6) months after the date hereof (the "Termination Date"); provided, however, that (i) the terminating Party is not in breach of any representation, warranty, covenant or other agreement contained herein at the time of such termination so as to cause (1) in the case that Buyers are the terminating Party, any of the conditions set forth in Section 8.1 (Representations and Warranties Accurate) or Section 8.2 (Performance) not to be satisfied and (2) in the case that the Sellers are the terminating Party, any of the conditions set forth in Section 7.1 (Representations or Warranties Accurate) or Section 7.2 (Performance) not to be satisfied and (ii) this Section 9.1(e) (Termination) shall not be available to any Party during the pendency of any Proceeding by the other Party for specific performance of this Agreement as provided by Section 11.8; or

(f) Buyers may terminate this Agreement upon written notice to the Seller Representative, if the Written Consents are not delivered to Buyer 1 within two (2) Business Days after the execution and delivery of this Agreement; provided, however, that the right to terminate this Agreement under this Section 9.1(f) shall only be available to Buyers if the Written Consents have not been delivered prior to the date on which Buyers deliver its written notice to terminate this Agreement under this Section 9.1(f).

Section 9.2 Effect of Termination. If this Agreement is terminated by the Parties in accordance with Section 9.1 (Termination) hereof, this Agreement shall become void and of no further force and effect and there shall be no liability on the part of any Party to any other Party, except that (i) the provisions of this Section 9.2 (Effect of Termination), Section 3.8 (Exclusivity of Representations), Section 5.14 (Buyer's Reliance) and Article XI (Miscellaneous) shall remain in full force and effect and (ii) termination shall not relieve any Party from liability for any Fraud or Willful Breach. The Non-Disclosure Agreement shall survive any termination of this Agreement in accordance with its terms and nothing in this Section 9.2 (Effect of Termination) shall be construed to discharge or relieve any party to the Non-Disclosure Agreement of its obligations thereunder.

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## ARTICLE X

### SURVIVAL; POST-CLOSING OBLIGATIONS

Section 10.1 Expiration of Representations, Warranties and Covenants. Each of (a) the representations and warranties contained in Section 3.1 (Organization), Section 3.2(a) (Authority; Validity of Agreements), Section 3.2(b)(ii) (No Violations with Respect to Organizational Documents), Section 3.3 (Title), Section 3.4(a)-(d) and (e) and Section 3.4(g)-(i) (Holdco Matters), Section 3.6 (Brokers and Finders) and Section 3.7 (Purchased Co-Investment Interests) (collectively, the “Seller Fundamental Representations”), and (b) the representations and warranties contained in Section 4.1 (Organization, Etc.), Section 4.2 (Capital Structure), Section 4.3 (Authority; Validity of Agreements), Section 4.5(a)(ii) (No Conflicts with respect to Organizational Documents) and Section 4.22 (Brokers and Finders) (collectively, the “Company Fundamental Representations”) shall survive the Closing hereunder and shall continue in full force and effect until the date that is five (5) years after the Closing (the “Fundamental Representations Cut-Off Date”). Each of the representations and warranties contained in Section 3.4(i) (Taxes) and Section 4.18 (Taxes) (collectively, the “Tax Representations”) shall survive the Closing hereunder and shall continue in full force and effect until the date that is three (3) years following the Closing (the “Tax Representations Cut-Off Date”); provided that the representations and warranties contained in Section 3.4(i)(xx) shall survive for the applicable statute of limitations period plus sixty (60) days (the “382 Cut-Off Date”). Each other representation and warranty contained in Article III, Article IV or Article V shall survive the Closing hereunder and shall continue in full force and effect until that date that is twelve (12) months following the Closing (the “General Cut-Off Date”). The representations and warranties of Buyers and Merger Subs contained in Section 5.1 (Organization), Section 5.2(a) (Authority; Validity of Agreements), Section 5.2(b)(ii) (No Conflicts with Respect to Organizational Documents), Section 5.7 (Brokers and Finders) and Section 5.8 (Issuance of Buyer Stock) (the “Buyer Fundamental Representations”) shall survive the Closing hereunder and shall continue in full force and effect until the Fundamental Representations Cut-Off Date. Each other representation and warranty of Buyers and Merger Subs contained in Article V (other than the Buyer Fundamental Representations) shall survive the Closing hereunder and shall continue in full force and effect until the General Cut-off Date. Each covenant set forth in Section 6.1 and Section 6.2 shall survive for twelve (12) months following the Closing, the covenant set forth in Section 10.2(b)(iv) shall survive for three (3) years following the Closing and each other covenant or agreement herein to be performed at or prior to the Closing shall not survive and the Closing and each other covenant or agreement herein to be performed following the Closing shall survive the Closing hereunder until performed in accordance with its terms. Notwithstanding the foregoing, if a Claims Notice for indemnification under this Article X is delivered pursuant to Section 10.4 in good faith on or prior to the Applicable Cut-Off Date, then the claims specifically set forth in the Claims Notice shall survive until such time as such claim is fully and finally resolved.

#### Section 10.2 Result of Breach of Representation or Warranty; Indemnification.

(a) Subject to the limitations set forth in, and the other provisions of, this Article X, from and after the Closing, each Seller shall, severally (and not jointly and severally) indemnify, defend and hold harmless each Buyer, each of their Affiliates and their respective directors, officers, employees, stockholders, members, partners, agents, representatives, successors and permitted assigns (the “Buyer Indemnitees”) from and against any and all liabilities, obligations, claims, Taxes, losses, penalties, damages (including diminution in value, consequential damages (to the extent reasonably foreseeable) and damages based on a multiple, but excluding punitive damages, except to

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the extent actually paid to a third party pursuant to a Third Party Claim), costs, charges, interest, settlement payments, awards, judgments, fines, assessments, deficiencies and expenses (including all reasonable attorneys' fees and disbursements) (collectively, "Losses") incurred or suffered by the Buyer Indemnitees to the extent resulting from or arising out of (i) the breach of any representation or warranty of such Seller set forth in Article III (which breach and any related Losses shall be determined without giving effect to any materiality or similar qualifier), or (ii) the breach of any covenant or agreement of such Seller contained in this Agreement; provided, however, that this definition of Losses shall not apply to Losses under the R&W Policy.

(b) Subject to the limitations set forth in, and the other provisions of, this Article X, from and after the Closing, the Sellers shall, severally in accordance with their respective Pro Rata Percentages and not jointly, defend and hold harmless each of the Buyer Indemnitees from and against any and all Losses incurred or suffered by any of them resulting from or arising out of (i) the breach of any representation or warranty regarding the Company Group Entities set forth in Article IV (which breach and any related Losses shall be determined without giving effect to any materiality or similar qualifier), (ii) the breach of any covenant or agreement by a Co-Investment Entity or a Company contained in this Agreement, (iii) any Fraud by the Companies and (iv) any civil fines or penalties imposed by a Governmental Authority on any Company Group Entity relating to or arising from conduct by such Company Group Entity prior to the Closing to the extent such conduct constitutes a breach of any representation or warranty regarding the Company Group Entities set forth in Article IV.

(c) Subject to the limitations set forth in, and the other provisions of, this Article X, from and after the Closing, each Buyer shall severally, and not jointly and severally, indemnify, defend and hold harmless Sellers and their Affiliates, directors, officers, employees, stockholders, members, partners, agents, representatives, successors and permitted assigns (the "Seller Indemnitees") from and against any and all Losses to the extent resulting from or arising out of any of (x) the breach of any Buyer Fundamental Representation of any Buyer (which breach and any related Losses shall be determined without giving effect to any materiality or similar qualifier), (y) the breach of any covenant or agreement of any Buyer contained in this Agreement or (z) the actions required to be taken by the Sellers pursuant to Section 6.20, including any Losses relating to the conduct of business of Oak Hill Hong Kong prior to the Closing that are not otherwise indemnifiable by Sellers pursuant to Section 10.2(b).

(d) From and after the Closing, Wafra Holdco Seller shall indemnify, defend and hold harmless each of the Buyer Indemnitees from and against any and all Losses incurred or suffered by any of them resulting from or arising out of any disallowance by a Taxing Authority of the use of the WSI NOL by Buyer 2 and its Affiliates that are a part of the same consolidated, combined, unitary or similar group for U.S federal (and applicable state and local) income tax purposes.

### Section 10.3 Limitations.

(a) No Seller will be required to indemnify, defend or hold harmless the Buyer Indemnitees against, or reimburse any Buyer Indemnitee for any Losses pursuant to Section 10.2(a)(i) (other than Losses arising from breaches of Seller Fundamental Representations or Fraud) or Section 10.2(b)(i) (other than Losses arising from breaches of Company Fundamental Representations, Tax Representations or Fraud) until the aggregate amount of such Buyer Indemnitees' Losses exceeds the Deductible, it being understood that if such Losses exceed the Deductible, Sellers will be obligated for only such Losses in excess of the Deductible.

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(b) Notwithstanding anything contained herein to the contrary, (i) each Seller's aggregate liability in respect of any indemnification obligation for Losses under Section 10.2(a)(i) (other than with respect to Seller Fundamental Representations, the Tax Representations or Fraud), Section 10.2(b)(i) (other than with respect to Company Fundamental Representations, the Tax Representations or Fraud), Section 10.2(a)(ii) in respect of Section 6.21 (Restrictive Covenants) and Section 10.2(b)(ii) in respect of Section 6.1 (Conduct of Business of the Companies) shall not exceed an amount equal to such Seller's respective Pro Rata Percentage of fifty percent (50%) of the Retention Cap; (ii) each Seller's aggregate liability in respect of any indemnification obligation for Losses under Section 10.2(b)(iv) (Civil Fines and Penalties) and under Section 10.2(b)(i) in respect of the Tax Representations shall not exceed an amount equal five percent (5%) of such Seller's Pro Rata Proceeds; and (iii) each Seller's aggregate liability in respect of any indemnification obligation for Losses under Section 10.2(a) and Section 10.2(b) shall not exceed such Seller's Pro Rata Proceeds.

(c) Notwithstanding anything contained herein to the contrary, Buyers' aggregate liability in respect of any indemnification obligation for Losses under Section 10.2(c) shall not exceed an amount equal to the aggregate amount of consideration paid by Buyers pursuant to Article II (including, for the avoidance of doubt, all Earnout Amount).

(d) Notwithstanding anything contained herein to the contrary, (i) with respect to indemnification pursuant to Section 10.2(a)(i) and Section 10.2(b)(i), the Buyer Indemnitees shall first be required to seek recourse for any such indemnification from the R&W Policy before the Buyer Indemnitees are entitled to any recovery from Sellers under this Article X and (ii) no Seller's liability in respect of Fraud shall exceed an aggregate amount equal to such Seller's Pro Rata Proceeds.

(e) Notwithstanding anything contained herein to the contrary, each Party and its agents and advisors shall reasonably cooperate with the insurer(s) under the R&W Policy in connection with the defense of any matter which might reasonably constitute a Loss (as defined in the R&W Policy). The Parties acknowledge and agree that the insurer(s) under the R&W Policy shall have the right to effectively participate in the investigation, defense and settlement of any Third Party Claim (as defined in the R&W Policy) or other matter reasonably likely to be covered under the R&W Policy.

(f) Notwithstanding anything contained herein to the contrary, any Indemnitee seeking indemnification under this Article X shall use such Person's (i) commercially reasonable efforts to mitigate any Losses which form the basis of an indemnification claim hereunder, including taking any actions reasonably requested by the Indemnifying Party, and (ii) reasonable best efforts to obtain any insurance proceeds or proceeds from other sources of indemnification available to such party in respect of the Losses which form the basis of an indemnification claim hereunder (including the R&W Policy). Notwithstanding anything contained herein to the contrary, the amount of any Loss for which indemnification is provided under this Article X shall be (A) net of any reserves, liability accruals or other provisions for such Losses on the Companies Financial Statements or the Holdco Financial Statements, (B) net of any amounts recoverable by any Indemnitee under insurance policies (including the R&W Policy) or any other source of indemnification available to such Indemnitee with respect to such Loss and (C) reduced to take account of any Tax benefit actually realized by the Indemnitee arising from the incurrence or payment of any such Loss ("Tax Benefit") to the extent such Tax Benefit is realized in the year of the Loss or the succeeding taxable year. In computing the amount of any such Tax Benefit, the Indemnitee shall be deemed to recognize all other items of income, gain, loss, deduction or credit before recognizing

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any item arising from the receipt of any indemnity payment hereunder or the incurrence or payment of any indemnified Loss. If any insurance proceeds, Tax Benefits or other recoveries from third parties are actually realized in cash (in each case calculated net of the reasonable third party out-of-pocket costs and expenses associated with such recoveries) by an Indemnitee subsequent to the receipt by such Indemnitee of an indemnification payment hereunder in respect of the claims to which such insurance proceedings, Tax Benefits or third-party recoveries relate, the Indemnitee shall hold such amounts in trust and appropriate refunds shall be made promptly to the Indemnifying Party regarding the amount of such indemnification payment.

(g) Notwithstanding anything contained herein to the contrary, all Losses shall be determined without duplication of recovery under other provisions of this Agreement, any Ancillary Agreement or any of the other documents or agreements delivered in connection with this Agreement. Without limiting the generality of the prior sentence, no Indemnifying Party shall be obligated to indemnify any Indemnitee for any Losses to the extent such Losses are specifically included in the calculation of the Consideration or any adjustment thereto pursuant to Section 2.4 (to the extent so included).

(h) notwithstanding anything contained herein to the contrary, no party hereto shall be obligated to indemnify any other Person with respect to any Losses for which a Claims Notice was not duly delivered prior to the Applicable Cut-Off Date.

#### Section 10.4 Claims Notice.

(a) All claims for indemnification by either a Buyer Indemnitee or Seller Indemnitee under this Article X shall be asserted and resolved in accordance with this Section 10.4.

(b) Except with respect to Third Party Claims covered by Section 10.4(b), any Buyer Indemnitee or Seller Indemnitee who is entitled to, and wishes to, make a claim for indemnification for a Loss pursuant to Section 10.2 (an "Indemnitee") shall give written notice to each Person from whom such indemnification is being claimed under this Article X (an "Indemnifying Party") promptly, but in no event more than fifteen (15) calendar days, after it acquires knowledge of the fact, event or circumstances giving rise to the claim for the Loss, describing such claim in reasonable detail and the amount or estimated amount (if ascertainable) of such Loss (the "Claims Notice"), which Claims Notice shall also (i) state that the Indemnitee has paid or properly accrued Losses or anticipates in good faith that it will incur liability for Losses for which such Indemnitee is entitled to indemnification pursuant to this Agreement, and (ii) if paid or accrued, state the date such item was paid or accrued. The failure to make timely delivery of such Claims Notice shall not affect the Indemnifying Party's obligations hereunder, except to the extent such Indemnifying Party is actually prejudiced by failure to give such notice. The Indemnitee shall reasonably cooperate and assist the Indemnifying Party in determining the validity of any claim for indemnification by the Indemnitee and in otherwise resolving such matters. Together with such Claims Notice, the Indemnitee shall provide the Indemnifying Party with reasonable access to and copies of such information, records and documents as the Indemnitee has in its possession regarding such claim and all material pertinent information in its possession regarding the amount of the Loss that it asserts it has sustained or incurred, including any limitations in this Article X that apply to such Loss and provide reasonable legal and business assistance with respect to such claim. The Indemnifying Party shall have a period of thirty (30) days from the date of receipt by the Indemnifying Party of the applicable Claims Notice and such evidence to agree to the payment of the Loss to the Indemnitee,

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subject to such limitations. If the Indemnifying Party does not agree in writing to the payment of the Loss within such 30-day period, then the Indemnifying Party shall be deemed not to have accepted the Loss and the Parties shall negotiate in good faith to seek a resolution of such dispute within fifteen (15) days thereafter. If the dispute is not resolved through such negotiations, then such dispute (including as to whether a Loss exists) shall be resolved in accordance with Section 11.11. If the Indemnifying Party agrees in writing to the payment of the Loss set forth in the Claim Notice (subject to any limitations set forth in this Article X that apply to such Loss) within the 30-day period described above, then it shall, within ten (10) Business Days after providing such written agreement, pay to the Indemnitee the amount of the Loss that is payable pursuant to, and subject to the limitations set forth in, this Article X.

(c) If any claim or action at law or suit in equity is instituted by a third party against an Indemnitee (each, a “Third Party Claim”) with respect to which such Indemnitee is entitled to, and wishes to, make a claim for indemnification for a Loss under Section 10.2, then such Indemnitee shall promptly, and in any event within fifteen (15) calendar days after such Indemnitee has knowledge of an assertion of liability from such third party with respect to such Third Party Claim, deliver to the Indemnifying Party a Claims Notice. The failure to make timely delivery of such Claims Notice shall not affect the Indemnifying Party’s obligations hereunder, except to the extent such Indemnifying Party is actually prejudiced by failure to give such timely notice. In any event, delivery of such Claims Notice shall be accompanied by any and all material information, records and documents in such Indemnitee’s possession related to such Third Party Claim. The Indemnifying Party shall be entitled to participate in such claim, action or suit in connection with such Third Party Claim, and may, subject to the other provisions of this Section 10.4, settle, compromise or assume the control of defense or prosecution of, at such Indemnifying Party’s own expense and by such Indemnifying Party’s own counsel of its choice, any such Third Party Claim; provided, however, that in no event shall such settlement, compromise or control or assumption of the defense or prosecution of such Third Party Claim be deemed to be an admission or assumption of liability on the part of the Indemnifying Party or an agreement or acknowledgment that any indemnification is owed by such Indemnifying Party under this Article X; and provided, further, that no Indemnifying Party shall be entitled to assume and control the defense and settlement of any Third Party Claim: (i) seeking any criminal penalties or indictment; (ii) seeking material injunctive or other material equitable relief against a Indemnitee; or (iii) where the Indemnitee has been advised by counsel in writing that a conflict exists under applicable standards of professional conduct between the Indemnitee and such Indemnifying Party in connection with the defense of such Third Party Claim such that such Indemnifying Party cannot adequately represent the interests of the Indemnitee. In any of the cases set forth in the preceding clauses (i) through (iii), the Indemnitee shall be entitled to assume, retain and control the defense and settlement of the Third Party Claim with counsel of its choosing. The Indemnitee shall reasonably consult with the Indemnifying Parties as requested with respect to the handling of such Third Party Claim. The Indemnifying Parties shall be entitled at any time, at their own cost and expense, to participate in such contest and defense and to be represented by attorneys of its own choosing.

(d) If the Indemnifying Party shall elect to settle, compromise or assume the control of defense or prosecution of such asserted Third Party Claim, then it shall, within thirty (30) days after such election or sooner, if the nature of the asserted liability so requires, notify the Indemnitee of its intention to do so and the Indemnitee shall cooperate to the fullest extent possible, at the request and reasonable expense of the Indemnifying Party, in the settlement or compromise of, or defense against or prosecution of, such asserted liability and the Indemnitee shall not consent to the entry of any

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judgment or enter into any settlement with respect to such Third Party Claim without the prior written consent of the Indemnifying Party; provided, that no settlement or compromise of any Third Party Claim by the Indemnifying Party shall be made without the prior written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed, except where such settlement or compromise involves only the payment of money and the full and unconditional release of any and all claims against the Indemnitee and only to the extent that such money is paid by the Indemnifying Party. The Indemnifying Party shall not be released from any obligation to indemnify the Indemnitee hereunder with respect to such asserted claim without the prior written consent of the Indemnitee, unless the Indemnifying Party shall deliver to the Indemnitee a duly executed agreement settling or compromising such claim with no monetary liability to, or injunctive relief against, or other obligation of the Indemnitee. If the Indemnifying Party elects to assume the control of the defense or prosecution of such Third Party Claim, the Indemnitee shall have the right to participate in, at its own expense, the defense, compromise or settlement of any such Third Party Claim; provided, however, that if there exists or is reasonably likely to exist a conflict of interest such that counsel to the Indemnifying Party could not, in the reasonable good faith judgment of legal counsel to the Indemnitee, adequately represent both the Indemnitee and the Indemnifying Party, then the Indemnitee shall be entitled to retain its own counsel in each jurisdiction for which the Indemnitee reasonably determines counsel is required, and the fees and expenses of one (1) such counsel, plus any applicable local counsel, shall be paid by the Indemnifying Party. If the Indemnifying Party shall choose to assume the control of the defense or prosecution of any claim, then the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control or possession that relate to the defense of such matter, and cooperate in all reasonable ways with, and make its employees and advisors and other personnel available or otherwise render reasonable assistance to, the Indemnifying Party and its agents. Whether or not the Indemnifying Party has assumed the defense or prosecution of such Third Party Claim, the Indemnitee may not settle any Third Party Claim without the consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed) if a majority of the aggregate amount of Losses arising from such settlement are to be indemnified by the Indemnifying Party under the terms of this Article X (and are not, for the avoidance of doubt, recoverable under the R&W Policy). The Indemnitee may, subject to the other provisions of this Section 10.4, upon written notice to the Indemnifying Party, control the defense, compromise or settlement of such Third Party Claim if the Indemnifying Party does not elect to assume such control or is not permitted to assume such control pursuant to the terms of this Section 10.4; provided, however, that the Indemnifying Party (x) shall in all cases have the right to participate in the defense or prosecution of the Third Party Claim at its sole cost and expense and (y) may at any time thereafter elect to assume the control of the defense or prosecution of the Third Party Claim, in which event the Indemnifying Party shall bear the reasonable fees, costs and expenses of the Indemnitee's counsel incurred prior to the assumption by the Indemnifying Party of defense of the Third Party Claim.

(e) If a Buyer Indemnitee is not the Indemnitee, the Buyers shall, and shall cause the Company Group Entities to, reasonably cooperate with the Indemnitees and Indemnifying Parties, in each case, to the extent pertaining to or in connection with the matters described in this Section 10.4, including, if and as requested by such Indemnitees and/or Indemnifying Parties, by providing any documents or other information relevant to a claim for indemnification hereunder, making its directors, officers, employees and other representatives reasonably available in connection with the investigation, defense, prosecution settlement or compromise of any such claim, and assisting as necessary in connection with the investigation, defense, prosecution settlement or compromise of any Third Party Claim; provided, that such access shall be

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conducted in a manner not to unreasonably interfere with the businesses or operations of Co-Investment Entities or the Companies.

(f) The parties hereto acknowledge that the insurer(s) under the R&W Policy may have certain rights of the insurer under the R&W Policy in respect of the defense, settlement and/or compromise of a Third Party Claim. In all events, such insurer(s) shall be permitted to associate effectively with any Party in the defense of any matter that would reasonably be expected to constitute a Loss (as defined in the R&W Policy).

(g) Notwithstanding anything to the contrary in this Section 10.4, the procedures in this Section 10.4 shall not apply to matters subject to Section 6.13(e) (Tax Contests).

Section 10.5 Exclusive Remedy. The Parties hereby agree that no Party shall have any liability, and no Party shall make any claim for any Loss or other matter under, relating to or arising out of this Agreement or, with respect any claim made against any Seller, any Ancillary Agreement, whether based on contract, tort, strict liability, other Laws or otherwise, except as expressly provided in this Article X and under this Agreement. Except in connection with a dispute arising under Section 2.4, Section 2.5 or Section 2.11 (which shall be governed exclusively by such Sections), and other than in respect of (a) claims against a Party for Fraud of such Party (but in any event, subject to Section 10.3(d)(ii)), (b) the right to seek specific performance pursuant to and in accordance with Section 11.8 for a breach of a covenant or agreement to be performed by a Party hereto and (c) the rights and remedies of the Buyer Indemnitees under the R&W Policy, the provisions of this Article X (subject to the limitations set forth herein) and, with respect to Tax withholding, Section 2.9 shall be the sole and exclusive remedy of the Parties with respect to any and all claims arising out of or in connection with a breach or alleged breach of any representation, warranty, covenant or agreement in this Agreement and, with respect to Sellers, any Ancillary Agreement. For the avoidance of doubt, Buyers hereby acknowledge and agree that all Losses of Holdcos and the Company Group Entities, other than those for which a Buyer Indemnitee recovers Losses in accordance with this Article X, shall be the sole responsibility of Buyers, and after the Closing, Holdcos and the Company Group Entities. Unless Sellers determine otherwise in their sole discretion, subject to Section 10.3(d), indemnification payments with respect to breaches of representations and warranties pursuant to this Article X shall be made by application for recovery under the R&W Policy until coverage thereunder is exhausted. Any payment made under the R&W Policy to any Buyer Indemnitee for any Loss to which a Buyer Indemnitee is otherwise entitled to indemnification pursuant to this Article X shall constitute full satisfaction of any obligation of Sellers to make such indemnification payment for such Loss to the applicable Buyer Indemnitee.

Section 10.6 Tax Treatment. Except as otherwise required by applicable Law, the Parties agree to treat any payment made pursuant to this Article X as an adjustment to the purchase price for all Tax purposes.

Section 10.7 Indemnity Payment. Any payment made by any Indemnifying Party pursuant to this Article X shall be made promptly (and in any event no later than ten (10) Business Days following (a) settlement of any claim in accordance with Section 10.4 or (b) upon entry by a court of competent jurisdiction of a final and non-appealable Order or Order not timely appealed); provided, that, with respect to indemnification to be provided by any Seller who receives Buyer Stock as consideration pursuant to Section 2.3(c), such Seller shall have the option, in its sole discretion, to cause any such indemnification to be paid through a transfer of Buyer Stock at the Stock Price

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(regardless of the trading price at such time); provided, further, that, if any Seller fails to timely settle its pro rata portion of any indemnifiable amount that has been finally adjudicated as due and owing in such period, Buyers shall have the right (but not the obligation), in their sole discretion, in satisfaction of such payment obligation and upon prior written notice to such Seller, to offset such amount from any Earnout Amount, any payment to such Seller under the Letter Agreement or other payment that may be payable to such Seller.

## ARTICLE XI MISCELLANEOUS

Section 11.1 Amendments; Extension; Waiver. This Agreement may not be amended, altered or modified except by written instrument executed by Buyers and the Seller Representative; provided, that the Seller Representative shall not agree to any amendment, alteration or modification of this Agreement that disproportionately affects any Seller relative to the other Sellers in any material respect without the prior written consent of such Seller. The failure by any Party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. The observance of any provision of this Agreement may be waived in writing by the Party that will lose the benefit of such provision as a result of such waiver.

Section 11.2 Entire Agreement. This Agreement and the Schedules and any documents executed by the Parties simultaneously herewith or pursuant hereto, including the Ancillary Agreements, constitute the entire understanding and agreement of the Parties relating to the subject matter hereof and supersede all prior understandings or agreements, whether oral or written (including the Non-Disclosure Agreement) among the Parties with respect to such subject matter.

Section 11.3 Construction and Interpretation. When a reference is made in this Agreement to Sections, Annexes, Exhibits or Schedules, such reference shall be to a Section of or Annex, Exhibit or Schedule to this Agreement unless otherwise indicated. The words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents headings and footers contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Words in the singular form will be construed to include the plural, and vice versa, unless the context requires otherwise. Unless the defined term “Business Days” is used, references to “days” in this Agreement refer to calendar days. The Parties have participated jointly in the negotiation and drafting of this Agreement. The terms “Dollars” and “\$” mean United States Dollars unless otherwise expressly stated. References to “written” or “in writing” include in electronic form. References herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity. The use of the words “or” and “any” shall not be exclusive. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. References herein to any Law or any Contract mean such Law or Contract as

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amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time. References herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder.

Section 11.4 Severability. Should any provision of this Agreement or the application thereof to any Person or circumstance be held invalid or unenforceable to any extent: (a) such provision shall be ineffective to the extent, and only to the extent, of such unenforceability or prohibition and shall be enforced to the greatest extent permitted by Law, (b) such unenforceability or prohibition in any jurisdiction shall not invalidate or render unenforceable such provision as applied (i) to other Persons or circumstances or (ii) in any other jurisdiction, and (c) such unenforceability or prohibition shall not affect or invalidate any other provision of this Agreement.

Section 11.5 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made (a) as of the date delivered, if delivered personally, (b) on the date the delivering Party receives confirmation, if delivered by facsimile or email (with read receipt requested), (c) two (2) Business Days after being mailed by registered or certified mail (postage prepaid, return receipt requested) or (d) one (1) Business Day after being sent by overnight courier (providing proof of delivery), to the 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 11.5):

If to Buyers, Merger Subs or, after the Closing, the Holdcos or the Companies:

T. Rowe Price Group, Inc.  
100 East Pratt Street  
Baltimore, MD 21202  
Attn: Jennifer Dardis  
Chief Financial Officer and Treasurer  
E-mail: [jennifer.dardis@troweprice.com](mailto:jennifer.dardis@troweprice.com)

with a copies (which shall not constitute notice) to:

T. Rowe Price Associates, Inc.  
100 East Pratt Street  
Baltimore, MD 21202  
Attn: David Oestreicher  
General Counsel and Secretary  
E-mail: [david.oestreicher@troweprice.com](mailto:david.oestreicher@troweprice.com)

Dechert LLP  
Three Bryant Park  
1095 Avenue of the Americas  
New York, NY 10036  
Attn: Kenneth E. Young  
Michael Darby  
E-mail: [ken.young@dechert.com](mailto:ken.young@dechert.com)  
[michael.darby@dechert.com](mailto:michael.darby@dechert.com)

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If to the Sellers, Seller Representative or, prior to the Closing, the Companies or the Co-Investment Entities:

Oak Hill Advisors, L.P.  
One Vanderbilt | 16th Floor  
New York, NY 10017  
Attention: Glenn R. August  
Gregory S. Rubin  
Email: gaugust@oakhilladvisors.com  
grubin@oakhilladvisors.com

With copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attention: Kenneth M. Schneider  
Ariel J. Deckelbaum  
Fax: (212) 757-3990  
Email: kschneider@paulweiss.com  
ajdeckelbaum@paulweiss.com

Section 11.6 Binding Effect; No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party without the prior written consent of each Buyer and the Seller Representative and any purported assignment or other transfer without such consent shall be void and unenforceable; provided, that neither the consent of the Seller Representative or any other Person shall be required for an assignment by one or more Buyers to (a) one or more of Affiliates of such Buyer(s), or (b) one or more financing sources of Buyer(s); provided, that no such assignment in any of clauses (a) or (b) above shall relieve such Buyer(s) of its obligations under this Agreement.

Section 11.7 Counterparts. This Agreement may be executed by facsimile or.pdf format scanned signatures and in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts shall be construed together, be deemed an original, and shall constitute one and the same instrument.

Section 11.8 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in addition to any other remedies, each Party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy. Each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy. Each Party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

Section 11.9 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties, the Buyer Indemnitees (solely in their capacity as indemnified parties hereunder), the Seller Indemnitees (solely in their capacity as indemnified parties hereunder), the Persons identified in Section 6.1, Section

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6.16, Section 6.17 or Section 11.12, and, in each case, their respective successors and permitted assigns.

Section 11.10 Governing Law. This Agreement, the legal relations among the Parties hereunder and the adjudication and the enforcement thereof, shall in all respects be governed by, and interpreted and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

Section 11.11 Consent to Jurisdiction; Waiver of Jury Trial. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or if such court does not have jurisdiction, any state or federal court within New Castle County, Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. To the extent that service of process by mail is permitted by applicable Law, each Party irrevocably consents to the service of process in any such suit, action or other proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein. Nothing herein shall affect the right of any Person to serve process in any other manner permitted by Law. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the Court of Chancery of the State of Delaware or (b) any state or federal court within New Castle County, Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The Parties hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement or any other agreement entered into in connection therewith and for any counterclaim with respect thereto.

Section 11.12 Limitation on Recourse. Notwithstanding anything in this Agreement or at Law to the contrary, no representative or Affiliate of any Party shall have any personal liability to any other Party or any other Person resulting from, arising out of or related to this Agreement, under any Law, any Ancillary Agreement, or the Transactions, and this Agreement may only be enforced against, and any Proceeding for breach of this Agreement may only be made against, the Persons that are expressly identified herein as Parties to this Agreement. No Affiliate of a Party, or any Party's or its Affiliates' respective former, current and future officers, directors, managers, employees, advisors, equityholders, members, managers, partners, agents, representatives, successors or assigns that is not a Party to this Agreement (collectively, "Non-Recourse Parties") shall have any liability for any liabilities or obligations of the applicable Parties for any action or Proceeding (whether in tort, contract or otherwise) for breach of this Agreement, any Ancillary Agreement or in respect of any written or oral representations or warranties made or alleged to be made in connection herewith, and the other Parties shall have no rights of recovery in respect hereof against any other Party's Non-Recourse Party and no personal liability shall attach to any Non-Recourse Party, whether by or through attempted piercing of the corporate veil, by the enforcement of any judgment, fine or penalty or by virtue of any statute, regulation or other applicable Law, or otherwise.

Section 11.13 Seller Representative.

(a) Each Seller, on behalf of such Seller and such Seller's successors, heirs and permitted assigns, hereby irrevocably appoints the Seller Representative as such

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Seller's true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, in such Seller's name, place and stead, in any and all capacities, in connection with the transactions contemplated by this Agreement, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the conversion or cancellation of or payment pursuant to, such Seller's Purchased Interests, as fully to all intents and purposes as such Seller might or could do in person, including the full power and authority: (i) to consummate the transactions to be consummated by the Sellers under this Agreement, (ii) to disburse any funds received hereunder or under the Adjustment Escrow Agreement or the Seller Representative Reserve Amount to the Sellers, (iii) to agree to resolution of all claims and disputes hereunder or thereunder and of any Tax audit or Tax contest (other than any Tax audit or Tax contest with respect to the Tax Returns of a Holdco), (iv) to retain legal counsel and other professional services, at the expense of the Sellers, in connection with the performance by the Seller Representative of this Agreement and any Tax audit or Tax contest (other than any Tax audit or Tax contest with respect to the Tax Returns of a Holdco), (v) to make any amendments to this Agreement on behalf of the Sellers and decisions with respect to the determination of any amounts under Section 2.4 (Closing Estimate and Post-Closing Adjustment for Consideration), Section 2.6 (Post-Closing Adjustment for Co-Investment Purchase Price), Section 2.8 (Post-Closing Adjustment for CLO Purchase Price), Section 2.10 (Pre-Closing Partnership Income Distributions and Pre-Closing Incentive Allocation Distributions) and Section 2.11 (Earnout), (vi) to determine whether the conditions to Closing in Article VIII (Conditions Precedent to Obligations of the Sellers and the Companies) have been satisfied and supervising the Closing, including waiving any condition, as determined by the Seller Representative, in its sole discretion, (vii) to take any action that may be necessary or desirable, as determined by the Seller Representative, in its sole discretion, in connection with the termination of this Agreement in accordance with Article IX (Termination), (viii) to take any and all actions that may be necessary or desirable, as determined by the Seller Representative, in its sole discretion, in connection with the amendment of this Agreement in accordance with Section 11.1 (Amendments; Extensions; Waiver), (ix) to accept notices on behalf of the Sellers in accordance with Section 11.5 (Notices), (x) to take any and all actions that may be necessary or desirable, as determined by the Seller Representative, in its sole discretion, in connection with negotiating or entering into settlements and compromises of any claim for indemnification pursuant to Article IX (Termination) hereof, (xi) to execute and deliver, on behalf of the Sellers, any and all notices, documents or certificates to be executed by the Seller, in connection with this Agreement and the transactions contemplated hereby, (xii) to grant any consent, waiver or approval on behalf of the Sellers under this Agreement, (xiii) to calculate the Estimated Consideration and the Final Consideration including any allocations thereof and negotiate and settle any adjustments thereof; (xiv) to the extent expressly provided for in this Agreement, to receive and disburse to the Sellers any funds received on behalf of the Sellers under this Agreement or otherwise, and (xv) to take any and all actions that may be necessary or desirable, as determined by the Seller Representative, in its sole discretion, in connection with the Adjustment Escrow Agent, including any amendment to the Adjustment Escrow Agreement; provided, that the Seller Representative shall not take any action that would have an adverse effect on any particular Seller, which adverse effect is disproportionate in any material respect relative to the adverse effect on the other Sellers (taking into account any benefits received by any other Seller in connection with such action or any related action), taken as a whole, without the prior written consent of such Seller to be so disproportionately and adversely affected. All such actions shall be binding on the Sellers.

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(b) The appointment of the Seller Representative as the attorney-in-fact for the Sellers as set forth in this Section 11.13 (Seller Representative) and all authority hereby conferred are granted and conferred in consideration of the interest of the other Sellers, is therefore coupled with an interest and is and will be irrevocable and will neither be terminated nor otherwise affected by any act of any Seller or by operation of law, whether by the death, dissolution, liquidation, incapacity or incompetence of such Seller or by the occurrence of any other event. If, after the execution of this Agreement, any Seller dies, dissolves or liquidates or becomes incapacitated or incompetent, the Seller Representative is nevertheless authorized, empowered and directed to act in accordance with this Section 11.13 (Seller Representative) as if that death, dissolution, liquidation, incapacity or incompetency had not occurred and regardless of notice thereof. In the event that OHA Global Director, LLC ceases to be the Seller Representative for any reason, each Seller agrees that OHA Global Director, LLC is solely authorized to irrevocably constitute and appoint a replacement Seller Representative.

(c) The Seller Representative may resign at any time and a successor representative shall be appointed by the majority of the Sellers as of such time (including in the event of the death, disability or other incapacity of a Seller Representative that is an individual), and, following the provision of notice to Buyers, the newly appointed representative shall be the Seller Representative for all purposes hereunder. Neither the resignation of, nor the appointment of a successor to, the Seller Representative shall affect in any manner the validity or enforceability of any actions taken or agreements, understandings or commitments entered into by the prior Seller Representative, which shall continue to be effective and binding on the Sellers and any successor Seller Representative, as applicable.

(d) The Seller Representative shall have no liability to Buyers for any default under this Agreement by any other Seller. Buyers hereby agree that the Seller Representative shall not, in its capacity as such, have any liability to Buyers and their Affiliates whatsoever with respect to its actions, decisions or determinations.

(e) As contemplated by Section 2.3 (Deliveries at Closing), each party hereto agrees that the Seller Representative shall be paid, at the Closing, an amount equal to the Seller Representative Reserve Amount, which shall serve to pay for any amounts owed by the Sellers hereunder and the out-of-pocket fees, costs and expenses of the Seller Representative incurred (at the discretion of the Seller Representative) in connection with the performance of its duties and obligations under this Agreement. If the Seller Representative incurs any out-of-pocket fees, costs and expenses in excess of the Seller Representative Reserve Amount, Seller Representative shall be reimbursed for such fees, costs and expenses by the Seller in accordance with their respective Pro Rata Percentages upon demand, or in the Seller Representative's discretion, by deducting any such amounts due to the Seller Representative from amounts otherwise distributable to the Seller from the Adjustment Escrow Account, the CLO Adjustment Escrow Account and the Co-Investment Adjustment Escrow Account.

(f) The Seller Representative Reserve Amount shall be retained by the Seller Representative until such time as the Seller Representative shall determine, and, subject to the terms of this Agreement, the balance of the Seller Representative Reserve Amount, if any, shall be delivered by the Seller Representative to each of the Sellers (in accordance with the payment instructions set forth in Annex A-3), by wire transfer of immediately available funds, such Seller's Pro Rata Percentage. The Sellers (except for the Seller Representative) shall not receive interest or other earnings on the Seller Representative Reserve Amount and irrevocably transfer and assign to Seller Representative any ownership right that they may otherwise have had in any such interest

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or earnings. The Seller Representative will not be liable for any loss of principal of the Seller Representative Reserve Amount other than as a result of its bad faith or willful misconduct.

(g) The Seller Representative shall have no liability to any other Seller under this Agreement for any action or omission by the Seller Representative on behalf of the other Seller. In dealing with this Agreement and in exercising or failing to exercise all or any of the powers conferred upon the Seller Representative hereunder, the Seller Representative will not assume any, and will incur no, responsibility or liability whatsoever to any Seller by reason of any error in judgment or other act or omission performed or omitted hereunder or in connection with this Agreement. The Seller Representative may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice. Each Seller, severally in accordance with its Pro Rata Percentage, agrees to indemnify the Seller Representative, its successors, assigns, representatives and Affiliates (the "Seller Representative Parties") and to hold the Seller Representative Parties harmless from and against and pay any and all Losses or expenses incurred by the Seller Representative and arising out of or in connection with the duties as Seller Representative, including the reasonable costs and expenses incurred by the Seller Representative in defending against any claim or liability in connection with this Agreement.

(h) The Seller Representative shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. The Seller Representative may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the Person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. The Seller Representative may conclusively presume that the Representative of any party which is an entity other than a natural person has full power and authority to instruct the Seller Representative on behalf of that party unless written notice to the contrary is delivered to the Seller Representative.

(i) Buyers shall be entitled to rely (without investigation) on and have no liability to any Seller or any other Person for, any action taken by the Seller Representative as being taken by the Seller Representative for it and on behalf of each of the Sellers, and fully authorized by each Seller. Each Seller hereby agrees that for any Proceedings arising under this Agreement or any other agreement entered into in connection with this Agreement, such Seller may be served legal process by registered mail to the address set forth in Section 11.5 (Notices) for the Seller Representative and that service in such manner shall be adequate, and such Seller shall not assert any defense or claim that service in such manner was not adequate or sufficient in any court in any jurisdiction.

(j) The rights, powers and benefits of the Seller Representative under this Agreement, and the agreements set forth in this Section 11.13 (Seller Representative), shall survive any termination of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

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[SIGNATURES UNDER SEPARATE COVER]

28576277.1.BUSINESS 2/22/2022

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**T. ROWE PRICE GROUP, INC.**

**EMPLOYMENT AGREEMENT**

**EMPLOYMENT AGREEMENT** (this "Agreement"), dated as of October 28, 2021, between T. Rowe Price Group, Inc., a Maryland corporation (the "Company"), and Glenn R. August (the "Executive").

**W I T N E S S E T H**

**WHEREAS**, reference is made to that certain Transaction Agreement (the "Transaction Agreement"), by and among the "Buyers," "Merger Subs," Oak Hill Advisors, L.P., the "Companies," the "Co-Investment Entities," "Holdcos," the "Sellers" (each as defined in the Transaction Agreement) and certain other parties thereto, dated as of October 28, 2021, as amended, modified or restated from time to time, pursuant to which, following the consummation of the transactions contemplated thereunder (the "Closing") the Company will own certain equity interests in Oak Hill Advisors, L.P.;

**WHEREAS**, in connection with, and subject to, the Closing, the Company desires to employ the Executive as the Chief Executive Officer of Omega; and

**WHEREAS**, the Company and the Executive desire to enter into this Agreement as to the terms of the Executive's employment with the Company.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. POSITION AND DUTIES.**

(a) During the Employment Term (as defined in Section 2 hereof), the Executive shall serve as the Chief Executive Officer of Omega. In this capacity, the Executive shall have the duties, authorities and responsibilities as are required by the Executive's position, and consistent with the "Letter Agreement" (as defined in the Transaction Agreement), and such other duties, authorities and responsibilities as the Chief Executive Officer of the Company (the "CEO") or the Board of Directors of the Company (the "Board") shall designate from time to time that are consistent with the Executive's position as the Chief Executive Officer of Omega and the Letter Agreement. The Executive's principal place of employment with the Company shall be in New York, New York, provided that the parties acknowledge and agree that the Executive will be permitted to work remotely or from alternate locations, from time to time, provided, further, that the Executive understands and agrees that the Executive may be required to travel from time to time for business purposes. The Executive shall report directly to the CEO.

(b) During the Employment Term, the Executive shall devote all of the Executive's business time, energy, business judgment, knowledge and skill and the Executive's best efforts in the performance of the Executive's duties with the Company, provided that the foregoing shall not prevent the Executive from (i) serving on the boards of directors of non-profit organizations and other for profit companies, in each case, with the prior written approval of the Board, (ii) participating in charitable, civic, educational, professional, community or industry affairs, (iii) managing the Executive's passive personal investments and (iv) such other outside activities as may be approved by the Board in writing from time to time, in each case, so long as such activities in the aggregate do not (w) materially interfere or conflict with the Executive's performance of the Executive's duties hereunder, (x) create a potential business or fiduciary

conflict, (y) violate the written Company's Code of Ethics or other written generally applicable Company policies or (z) otherwise violate the provisions of Section 10 hereunder. Notwithstanding the foregoing, the Executive shall be permitted to continue to engage in the activities set forth on Exhibit A hereto, in the same manner and to the same extent as such activities are conducted as of the date of this Agreement.

(c) On the Closing, the Executive will be appointed to the Board. During the Employment Term, terms of Board service shall be subject to the Board's customary nomination processes and approval by the Company's stockholders. During the Employment Term, the Executive's Board service shall be provided without any additional compensation in respect thereof. For the avoidance of doubt, the Board's commitment under this Section 1(c) shall not be deemed or interpreted to alter in any way the Executive's fiduciary duties owed to the Company and its affiliates during the Employment Term.

(d) During the Employment Term, the Executive shall serve on such other committees, as reasonably determined by the CEO and the Board, without any additional compensation in respect thereof.

**2. EMPLOYMENT TERM.** The Company agrees to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to be so employed, for a term of five (5) years (the "Initial Term") commencing as of the Closing (the "Effective Date"). On each anniversary of the Effective Date following the Initial Term, the term of this Agreement shall be automatically extended for successive two-year periods, provided, however, that either party hereto may elect not to extend this Agreement by giving written notice to the other party at least one hundred eighty (180) days prior to any such renewal period. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 7 hereof, subject to Section 8 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder shall be referred to herein as the "Employment Term."

**3. BASE SALARY.** During the Employment Term, the Company agrees to pay the Executive a base salary at an annual rate of \$350,000, payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's Base Salary shall be subject to annual review by the Board (or a committee thereof), in consultation with the CEO, and may be subject to increase from time to time but not decrease; provided, that the Base Salary may be decreased in connection with across-the-board reductions affecting similarly situated Company employees). The base salary as determined herein and adjusted from time to time shall constitute "Base Salary" for purposes of this Agreement.

**4. ANNUAL BONUS.** During the Employment Term, the Executive may be eligible to receive an annual discretionary incentive payment under the Company's annual bonus plan as may be in effect from time to time, in the Board's sole discretion (the "Annual Bonus"), upon the attainment of one or more pre-established performance goals established by the CEO and the Board (or committee thereof) in their sole discretion. Any Annual Bonus payable hereunder shall be paid in the calendar year following the calendar year to which such bonus relates at the same time annual bonuses are paid to other senior executives of the Company, subject to the Executive's continued employment through the applicable date of payment (except as otherwise provided in Section 8 hereof).

**5. EQUITY AWARDS.** The Executive may be considered to receive equity and other long-term incentive awards under any applicable plan adopted by the Company during the Employment Term for which employees are generally eligible, in the Board's sole discretion. The level of the Executive's participation in any such plan, if any, shall be determined in the sole discretion of the Board and CEO from time to time.

## 6. EMPLOYEE BENEFITS.

(a) **BENEFIT PLANS.** During the Employment Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time to the extent permitted by the terms of such plans, provided that such modification or termination is not intended to disproportionately adversely affect the Executive.

(b) **PAID TIME OFF.** During the Employment Term, the Executive shall be entitled to thirty (30) days of paid time off per calendar year (as prorated for partial years), to be taken and accrued in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time, which paid time off shall be in addition to any Company-wide public holidays.

(c) **BUSINESS AND TRAVEL EXPENSES.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, the Executive shall be reimbursed in accordance with the Company's expense reimbursement policy, for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Employment Term and in connection with the performance of the Executive's duties hereunder, generally consistent with the Company's past practice.

7. **TERMINATION.** The Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **DISABILITY.** Upon forty-five (45) days' prior written notice by the Company to the Executive of termination due to Disability. For purposes of this Agreement, "Disability" shall be as defined in any then effective long-term disability plan maintained by the Company that covers the Executive. The Executive shall cooperate in all respects with the Company if a question arises as to whether the Executive has become disabled (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists mutually agreed upon between the Company the Executive and authorizing such medical doctors and other health care specialists to discuss the Executive's condition with the Company).

(b) **DEATH.** Automatically upon the date of death of the Executive.

(c) **CAUSE.** Subject to the notice and opportunity to cure below, upon written notice by the Company to the Executive of a termination for Cause. "Cause" shall mean:

(i) the Executive's willful misconduct or gross negligence in the performance of the Executive's duties to the Company that could reasonably be expected to result in material financial or reputational harm to the Company;

(ii) the Executive's habitual failure to perform the Executive's duties to the Company or to follow the lawful directives of the CEO (other than as a result of death or Disability);

(iii) conviction of, or pleading of guilty or nolo contendere to, a felony or any gross misdemeanor involving moral turpitude;

(iv) the Executive's performance of any material act of theft, embezzlement, fraud, malfeasance or misappropriation of the Company's property;

(v) the Executive's material breach of this Agreement, the Letter Agreement or any other material agreement with the Company or its affiliates; or

(vi) the Executive's violation of the Company's Code of Ethics or other written policy applicable to the Executive that could reasonably be expected to result in material financial or reputational harm to the Company.

For purposes of this Section 7(c), any act, or failure to act, based on authority given to the Executive pursuant to a resolution duly adopted by the Board or based on the written advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Executive in good faith and in the best interest of the Company.

Any determination of Cause by the Company will be made in good faith by a resolution approved by a majority of the members of the Board, provided that no such determination may be made until the Executive has been given written notice detailing the specific Cause event and a period of thirty (30) days following receipt of such notice to cure such event (if susceptible to cure) to the satisfaction of the Board and the CEO, or, if such event is not so cured, an opportunity on at least five (5) days advance written notice to appear (with legal counsel) before the full Board to discuss the specific circumstances alleged to constitute a Cause event. Notwithstanding anything to the contrary contained herein, the Executive's right to cure as set forth in the preceding sentence shall not apply if there are habitual or repeated breaches by the Executive.

The parties acknowledge and agree that where notice of termination has been served by the Company to the Executive pursuant to this Section 7(c), the Company shall have the right to put the Executive on administrative leave, and shall be under no obligation to provide work for or assign any duties to the Executive for the whole or any part of the relevant notice period and may require the Executive not to attend any premises of the Company. Any such directive by the Company shall in no event constitute Good Reason.

(d) **WITHOUT CAUSE.** Upon sixty (60) days' prior written notice by the Company to the Executive of an involuntary termination without Cause (other than for death or Disability).

(e) **GOOD REASON.** Upon written notice by the Executive to the Company of a termination for Good Reason. "Good Reason" shall mean the occurrence of any of the following events, without the express written consent of the Executive, unless such events are fully corrected in all material respects by the Company within thirty (30) days following written notification by the Executive to the Company of the occurrence of one of the reasons set forth below:

(i) material diminution in the Executive's Base Salary (which, for the avoidance of doubt, shall not include any "across the board" reductions affecting executive level employees of Company, or any of its affiliates);

(ii) material diminution in the Executive's duties, authorities or responsibilities (other than (w) temporarily while physically or mentally incapacitated, (x) as required by applicable law, (y) with respect to the Executive's service on the Board or (z) with respect to Executive's service on any committee of the Company or any of its affiliates other than the Management Committee of the Company); or

(iii) the Company's material breach of this Agreement, the Letter Agreement, Section 2.11 (Earnout) of the Transaction Agreement or any other material agreement with the Executive.

The Executive shall provide the Company with a written notice detailing the specific circumstances alleged to constitute Good Reason within sixty (60) days after the first occurrence of such circumstances, and actually terminate employment within thirty (30) days following the expiration of the Company's thirty (30)-day cure period described above. Otherwise, any claim of such circumstances as "Good Reason" shall be deemed irrevocably waived by the Executive.

(f) **WITHOUT GOOD REASON.** Upon ninety (90) days' prior written notice by the Executive to the Company of the Executive's voluntary termination of employment without Good Reason (which the Company may, in its sole discretion, make effective earlier than any notice date).

(g) **NON-EXTENSION OF AGREEMENT.** Upon the expiration of the Employment Term due to a non-extension of the Agreement by the Company or the Executive pursuant to the provisions of Section 2 hereof.

## 8. CONSEQUENCES OF TERMINATION.

(a) **DEATH.** In the event that the Executive's employment and the Employment Term ends on account of the Executive's death, the Executive or the Executive's estate, as the case may be, shall be entitled to the following (with the amounts due under Sections 8(a)(i) through 8(a)(iv) hereof to be paid within sixty (60) days following termination of employment, or such earlier date as may be required by applicable law):

(i) any unpaid Base Salary through the date of termination;

(ii) any Annual Bonus earned but unpaid with respect to the calendar year ending on or preceding the date of termination (if applicable), payable as provided in Section 4 hereof (without regard to any continued employment requirement);

(iii) reimbursement for any unreimbursed business expenses incurred through the date of termination;

(iv) any accrued but unused vacation time in accordance with Company policy; and

(v) all other accrued and vested payments, benefits or fringe benefits to which the Executive shall be entitled under the terms of any applicable compensation arrangement or benefit, equity or fringe benefit plan or program or grant or this Agreement (collectively, Sections 8(a)(i) through 8(a)(v) hereof shall be hereafter referred to as the "Accrued Benefits").

In addition to the Accrued Benefits, in the event that the Executive's employment and the Employment Term ends on account of the Executive's death, the Executive's estate shall receive (x) an amount equal to the Executive's monthly Base Salary rate (but not as an employee), paid monthly for a period of six (6) months following such termination and (y) the "COBRA Subsidy" (as defined below) for a period of six (6) months following such termination (such payments and benefits described in (x) and (y), the "Additional Benefits").

(b) **DISABILITY.** In the event that the Executive's employment and/or Employment Term ends on account of the Executive's Disability, the Company shall pay or provide the Executive with the Accrued Benefits and the Additional Benefits.

(c) **TERMINATION FOR CAUSE OR WITHOUT GOOD REASON OR AS A RESULT OF THE EXECUTIVE'S NON-EXTENSION OF THIS AGREEMENT.** If the Executive's employment is terminated (x) by the Company for Cause, (y) by the Executive without Good Reason or (z) as a result of the Executive's non-extension of the Employment Term as provided in Section 2 hereof, the Company shall pay to the Executive the Accrued Benefits other than the benefit described in Section 8(a)(ii) hereof.

(d) **TERMINATION WITHOUT CAUSE OR FOR GOOD REASON OR AS A RESULT OF THE COMPANY'S NON-EXTENSION OF THIS AGREEMENT.** If the Executive's employment by the Company is terminated (x) by the Company other than for Cause, (y) by the Executive for Good Reason or (z) as a result of the Company's non-extension of the Employment Term as provided in Section 2 hereof, the Company shall pay or provide the Executive with the following, subject to the provisions of Section 22 hereof:

(i) the Accrued Benefits;

(ii) subject to the Executive's continued compliance with the obligations in Sections 9, 10 and 11 hereof, a pro-rata portion of the Executive's Annual Bonus for the calendar year in which the Executive's termination occurs, if applicable in such calendar year, based on actual results for such year (determined by multiplying the amount of such bonus which would be due for the full calendar year by a fraction, the numerator of which is the number of days during the calendar year of termination that the Executive is employed by the Company and the denominator of which is 365) payable at the same time bonuses for such year are paid to other senior executives of the Company;

(iii) subject to the Executive's continued compliance with the obligations in Sections 9, 10 and 11 hereof, an amount equal to the Executive's monthly Base Salary rate (but not as an employee), paid monthly for a period of twelve (12) months following such termination; provided that to the extent that the payment of any amount constitutes "nonqualified deferred compensation" for purposes of Code Section 409A (as defined in Section 22 hereof), any such payment scheduled to occur during the first sixty (60) days following the termination of employment shall not be paid until the first regularly scheduled pay period following the sixtieth (60<sup>th</sup>) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto; and

(iv) subject to (A) the Executive's timely election of continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), (B) the Executive's continued copayment of premiums at the same level and cost to the Executive as if the Executive were an employee of the Company (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars), and (C) the Executive's continued compliance with the obligations in Sections 9, 10 and 11 hereof, continued participation in the Company's group health plan (to the extent permitted under applicable law and the terms of such plan) which covers the Executive and the Executive's eligible dependents (the "COBRA Subsidy") for a period of twelve (12) months, provided that the Executive is eligible and remains eligible for COBRA coverage; and provided, further, that in the event that the Executive obtains other employment that offers group health benefits, such continuation of coverage by the Company under this Section 8(d)(iv) shall immediately cease. Notwithstanding the foregoing, the Company shall not be obligated to provide the COBRA Subsidy contemplated by this Section 8(d)(iv) if it would result in the imposition of excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable) and, in such case, the Company shall provide the Executive with a monthly lump sum cash payment equal to the monthly cost of such coverage during such twelve (12)-month period.

Payments and benefits provided in this Section 8(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

For the avoidance of doubt, nothing in this Agreement shall be deemed to amend or modify any right that the Executive may have to payments under the Letter Agreement, pursuant to the terms and conditions contained therein.

(e) **CODE SECTION 280G.** Notwithstanding any other provision of this Agreement to the contrary, in the event that any payment that is either received by the Executive or paid by the Company on the Executive's behalf or any property, or any other benefit provided to the Executive under this Agreement or under any other plan, arrangement or agreement with the Company or any other person whose payments or benefits are treated as contingent on a change of ownership or control of the Company (or in the ownership of a substantial portion of the assets of the Company) or any person affiliated with the Company or such person (but only if such payment or other benefit is in connection with the Executive's employment by the Company) (collectively the "Company Payments"), will be subject to the tax imposed by Section 4999 of the Code (and any similar tax that may hereafter be imposed by any taxing authority), then the Executive will be entitled to receive either (i) the full amount of the Company Payments, or (ii) a portion of the Company Payments having a value equal to \$1 less than three (3) times the Executive's "base amount" (as such term is defined in Section 280G(b)(3)(A) of the Code), whichever of clauses (i) and (ii), after taking into account applicable federal, state, and local income taxes and the excise tax imposed by Section 4999 of the Code, results in the receipt by the Executive on an after-tax basis, of the greatest portion of the Company Payments. Any determination required under this Section 8(e) shall be made in writing by the independent public accountant of the Company (the "Accountants"), whose determination shall be conclusive and binding for all purposes upon the Company and the Executive. The Accountants shall take into account to the extent determined reasonable by the Company, "reasonable compensation" (within the meaning of Q&A-9 and Q&A-40 to Q&A 44 of the final regulations under Section 280G of the Code) analysis of the value of services provided or to be provided by the Executive, including any agreement by the Executive (if applicable) to refrain from performing services pursuant to a covenant not to compete or similar covenant applicable to the Executive that may then be in effect. The Company will pay for the analysis and determination of the application of Section 280G and 4999 of the Code. At the time that payments are made under this Section 8(e), the Company shall provide Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations, including, without limitation, any opinions or other advice the Company received from the Accountants, or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement). For purposes of making any calculation required by this Section 8(e), the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith interpretations concerning the application of Sections 280G and 4999 of the Code. If there is a reduction of the Company Payments pursuant to this Section 8(e), such reduction shall occur in the following order: (A) any cash severance payable by reference to the Executive's Base Salary or Annual Bonus, (B) any other cash amount payable to the Executive, (C) any employee benefit valued as a "parachute payment," and (D) acceleration of vesting of any outstanding equity award. For the avoidance of doubt, in the event that additional Company Payments are made to the Executive after the application of the cutback in this Section 8(e), which additional Company Payments result in the cutback no longer being applicable, the Company shall pay the Executive an additional amount equal to the value of the Company Payments that were originally cutback. The Company shall determine at the end of each calendar year whether any such restoration is necessary based on additional Company Payments (if any) made during such calendar year, and shall pay such restoration within ninety (90) days of the last day of such calendar year. In no event whatsoever shall the Executive be entitled to a tax gross-up or other payment in respect of

any excise tax, interest or penalties that may be imposed on the Company Payments by reason of the application of Section 280G or Section 4999 of the Code.

(f) **OTHER OBLIGATIONS.** Upon any termination of the Executive's employment with the Company, the Executive shall promptly resign from any other position as an officer or fiduciary of any Company-related entity.

(g) **EXCLUSIVE REMEDY.** The amounts payable to the Executive following termination of employment and the Employment Term hereunder pursuant to Sections 7 and 8 hereof shall be in full and complete satisfaction of the Executive's rights under this Agreement (but for the avoidance of doubt, not the Letter Agreement, Transaction Agreement) and any other claims that the Executive may have in respect of the Executive's employment with the Company or any of its affiliates, and the Executive acknowledges that such amounts are fair and reasonable, and are the Executive's sole and exclusive remedy, in lieu of all other remedies at law or in equity, with respect to the termination of the Executive's employment hereunder or any breach of this Agreement.

**9. RELEASE; NO MITIGATION.** Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement beyond the Accrued Benefits shall only be payable if the Executive (or the Executive's beneficiary and/or estate, as applicable, in the case of death or Disability) delivers to the Company and does not revoke a general release of claims in favor of the Company in substantially the form attached on Exhibit B hereto. Such release shall be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, nor shall the amount of any payment hereunder be reduced by any compensation earned by the Executive as a result of employment by a subsequent employer, except as provided in Section 8(d)(iv) hereof.

## **10. RESTRICTIVE COVENANTS.**

(a) **CONFIDENTIALITY.** During the course of the Executive's employment with the Company, the Executive will have access to Confidential Information. For purposes of this Agreement, "Confidential Information" means all data, information, ideas, concepts, discoveries, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, plans, patterns, models, plans and strategies, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company or any of its affiliates, including, without limitation, any such information relating to or concerning finances, sales, marketing, advertising, transition, promotions, pricing, personnel, customers, suppliers, vendors, raw partners and/or competitors. The Executive agrees that the Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of the Company or its affiliates or pursuant to the Letter Agreement, either during the period of the Executive's employment or at any time thereafter, any Confidential Information or other confidential or proprietary information received from third parties subject to a duty on the Company's and its affiliates' part to maintain the confidentiality of such information, and to use such information only for certain limited purposes, in each case, which shall have been obtained by the Executive during the Executive's employment by the Company (or any predecessor). The provisions of this Section 10(a) shall not apply to the disclosure of Confidential Information to the Company's affiliates together with each of their respective shareholders, directors, officers, accountants, lawyers and other representatives or

agents made by Executive in the course of performance of Executive's duties under this Agreement or the Letter Agreement, nor to a Permitted Disclosure as defined in Section 23 below. The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information) subject to Section 23 below or (iv) general industry knowledge and expertise acquired by the Executive during his tenure in the industry that is not confidential or otherwise proprietary to the Company or its affiliates.

(b) **NONCOMPETITION.** The Executive acknowledges that (i) the Executive performs services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Executive has had and will continue to have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company or any of its affiliates, (iii) in the course of the Executive's employment by a competitor, the Executive would inevitably use or disclose such Confidential Information, (iv) the Company and its affiliates have substantial relationships with their customers and the Executive has had and will continue to have access to these customers, (v) the Executive has received and will receive specialized training from the Company and its affiliates, and (vi) the Executive has generated and will continue to generate goodwill for the Company and its affiliates in the course of the Executive's employment. Accordingly, during the Executive's employment hereunder and the Restricted Period, the Executive agrees that the Executive will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in competition with the Company or any of its affiliates or in any other material business in which the Company or any of its affiliates is engaged on the date of termination or in which they have planned, on or prior to such date, to be engaged in on or after such date, in any locale of any country in which the Company conducts business. For the avoidance of doubt, nothing herein shall restrict the Executive from the activities and positions set forth in Section 1(b) or Exhibit A (the "Permitted Activities"), solely to the extent that the Permitted Activities are carried out in the same scope and manner and as were permitted during the Employment Term. Notwithstanding the foregoing, nothing in this Section 10(b) shall prohibit the Executive from (x) being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or any of its affiliates, so long as the Executive has no active participation in the business of such corporation or (y) engaging in the activities permitted pursuant to Section 1(b) hereof. For purposes of this Agreement, "Restricted Period" shall mean the period commencing on the date of termination and ending on the second anniversary of any termination of employment; provided that if the Executive's employment is terminated by the Company without Cause pursuant to Section 7(c) or by the Executive for Good Reason pursuant to Section 7(e), in each case, at any time following the conclusion of the Initial Term, then the Restricted Period shall end on the first anniversary of such termination of employment.

(c) **NONSOLICITATION; NONINTERFERENCE.** (i) During the Executive's employment with the Company and for a period of two (2) years thereafter, the Executive agrees that the Executive shall not, except in the furtherance of the Executive's duties hereunder, or the rights under the Letter Agreement, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, solicit, aid or induce any customer of the Company or any of its affiliates to purchase goods or services then sold by the Company or any of its

affiliates from another person, firm, corporation or other entity or assist or aid any other persons or entity in identifying or soliciting any such customer.

(ii) During the Executive's employment with the Company and for a period of two (2) years thereafter, the Executive agrees that the Executive shall not, except in the furtherance of the Executive's duties hereunder, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (A) solicit, aid or induce any employee at the officer level, representative or agent of the Company or any of its affiliates to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative or agent, or (B) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any of its affiliates and any of their respective vendors, joint venturers or licensors. An employee, representative or agent shall be deemed covered by this Section 10(c)(ii) while so employed or retained and for a period of six (6) months thereafter.

(iii) Notwithstanding the foregoing, the provisions of this Section 10(c) shall not be violated by (A) general advertising or solicitation not specifically targeted at Company-related persons or entities, (B) the Executive serving as a reference, upon request, for any employee of the Company or any of its affiliates so long as such reference is not for an entity that is employing or retaining the Executive or by the Permitted Activities or (C) by the Executive soliciting or hiring the Executive's personal assistants.

(d) **NONDISPARAGEMENT.** The Executive agrees not to make negative comments about or otherwise disparage the Company or its officers, directors, employees, shareholders, agents or products other than in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings). The Company agrees that it shall use commercially reasonable efforts to cause the individuals holding the positions of members of the Board and executive officers of the Company, in each case, as of the date of termination to not, while employed by the Company or serving as a director of the Company, as the case may be, make negative comments about the Executive or otherwise disparage the Executive in any manner that is likely to be harmful to the Employee's business reputation. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings), and the foregoing limitation on the Company's executives and directors shall not be violated by statements that they in good faith believe are necessary or appropriate to make in connection with performing their duties and obligations to the Company.

(e) **INVENTIONS.** (i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, methods, works of authorship and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to, or improved with the use of any Company resources and/or within the scope of the Executive's work with the Company or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company, and that are made or conceived by the Executive, solely or jointly with others, during the Employment Term or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time shall

belong exclusively to the Company (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the "Inventions"). The Executive will keep full and complete written records (the "Records"), in the manner prescribed by the Company, of all Inventions, and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Employment Term, or upon the Company's request. The Executive irrevocably conveys, transfers and assigns to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the "Applications"). The Executive will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take all rightful oaths, and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(f) **RETURN OF COMPANY PROPERTY.** Promptly following the date of the Executive's termination of employment with the Company for any reason (or promptly at any time prior thereto at the Company's request), the Executive shall take reasonable measures to return all property belonging to the Company or its affiliates (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company). The Executive may retain information with respect to the Executive's compensation, the Executive's rolodex and similar address books provided that such items only include contact information.

(g) **REASONABLENESS OF COVENANTS.** In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 10 hereof. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and its affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining other suitable employment during the period in which the Executive is bound by the restraints. The Executive covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 10. It is also agreed that each of the Company's affiliates will have the right to enforce all of the Executive's obligations to that affiliate under this Agreement, including without limitation pursuant to this Section 10.

(h) **REFORMATION.** If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) **TOLLING.** In the event of any violation of the provisions of this Section 10, the Executive acknowledges and agrees that, to the extent permitted by law, the post-termination restrictions contained in this Section 10 shall be extended by a period of time equal to the period of such post termination violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

(j) **SURVIVAL OF PROVISIONS.** The obligations contained in Sections 10 and 11 hereof shall survive the termination or expiration of the Employment Term and the Executive's employment with the Company and shall be fully enforceable thereafter.

**11. COOPERATION.** Upon the receipt of reasonable notice from the Company (including outside counsel), the Executive agrees that while employed by the Company and for the duration of the period the Executive receives coverage under the Company's D&O insurance (but not to exceed six (6) years), the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, its affiliates and their respective representatives in defense of any claims that may be made against the Company or its affiliates, and will assist the Company and its affiliates in the prosecution of any claims that may be made by the Company or its affiliates, to the extent that such claims may relate to the period of the Executive's employment with the Company (other than in connection with any litigation or other proceeding in which the Executive is a party-in-opposition) (collectively, the "Claims"). The Executive agrees to promptly inform the Company if the Executive becomes aware of any lawsuits involving Claims that may be filed or threatened against the Company or its affiliates. The Executive also agrees to promptly inform the Company (to the extent that the Executive is legally permitted to do so) if the Executive is asked to assist in any investigation of the Company or its affiliates (or their actions) or another party attempts to obtain information or documents from the Executive (other than in connection with any litigation or other proceeding in which the Executive is a party-in-opposition) with respect to matters the Executive believes in good faith to relate to any investigation of the Company or its affiliates, in each case, regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliates with respect to such investigation, and shall not do so unless legally required. During the pendency of any litigation or other proceeding involving Claims, unless in furtherance of the Executive's duties under this Agreement, the Letter Agreement, or in connection with Executive's rights under this

Agreement or the Letter Agreement, the Executive shall not communicate with anyone (other than the Executive's attorneys and tax and/or financial advisors and except to the extent that the Executive determines in good faith is necessary in connection with the performance of the Executive's duties hereunder) with respect to the facts or subject matter of any pending or potential litigation or regulatory or administrative proceeding involving the Company or any of its affiliates without giving prior written notice to the Company or the Company's counsel. The Company shall compensate the Executive at an hourly rate calculated by reference to the Executive's Base Salary at the time of termination, assuming a 2,080 hour work year, for assistance requiring more than a de minimus time commitment by the Executive. Such cooperation shall be scheduled, so as to not unreasonably burden the Executive or unreasonably interfere with any subsequent employment or activities or commitments that the Executive may undertake. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 11.

**12. EQUITABLE RELIEF AND OTHER REMEDIES.** The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 10 or Section 11 hereof would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond or other security, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, without the necessity of showing actual monetary damages. In the event of a violation by the Executive of Section 10 or Section 11 hereof, any severance being paid to the Executive pursuant to this Agreement or otherwise shall immediately cease, and any severance previously paid to the Executive shall be repaid to the Company.

**13. NO ASSIGNMENTS.** This Agreement is personal to each of the parties hereto. Except as provided in this Section 13 hereof, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. The Company may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company, provided that the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise.

**14. NOTICE.** For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

At the address (or to the facsimile number) shown  
in the books and records of the Company.

with a copy to (which will not constitute notice)

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019  
Attention: Ariel J. Deckelbaum, Esq  
. Andrew L. Gaines, Esq.  
Kenneth M. Schneider, Esq.  
Email: [againes@paulweiss.com](mailto:againes@paulweiss.com)  
[ajdeckelbaum@paulweiss.com](mailto:ajdeckelbaum@paulweiss.com)  
[kschneider@paulweiss.com](mailto:kschneider@paulweiss.com)

If to the Company:

T. Rowe Price Group, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202  
Attention: David Oestreicher  
Email: [david.oestreicher@troweprice.com](mailto:david.oestreicher@troweprice.com)

with a copy to (which will not constitute notice)

Dechert LLP  
Three Bryant Park  
1095 Avenue of the Americas  
New York, NY 10036  
Attention: Kenneth E. Young  
Michael Darby  
E-mail: [ken.young@dechert.com](mailto:ken.young@dechert.com)  
[michael.darby@dechert.com](mailto:michael.darby@dechert.com)

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

**15. SECTION HEADINGS; INCONSISTENCY.** The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

**16. SEVERABILITY.** The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law.

**17. COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

**18. INDEMNIFICATION; D&O INSURANCE.** The Company hereby agrees to indemnify the Executive and hold the Executive harmless to the extent provided under the by-laws and charter of the Company against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from the Executive's good faith performance of the Executive's duties and obligations with the Company. This obligation shall survive the termination of the Executive's employment with the Company. The Executive shall be eligible for coverage under the Company's D&O coverage and other indemnification arrangements on the same terms as similarly situated employees of the Company.

**19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.** This Agreement, the legal relations among the parties hereunder and the adjudication and the enforcement thereof, shall in all respects be governed by, and interpreted and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance. Each of the parties irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, or if such court does not have jurisdiction, any state or federal court within New Castle County, Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. To the extent that service of process by mail is permitted by applicable law, each party irrevocably consents to the service of process in any such suit, action or other proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein. Nothing herein shall affect the right of any person to serve process in any other manner permitted by law. Each of the parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the Court of Chancery of the State of Delaware or (b) any state or federal court within New Castle County, Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. The parties hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Agreement or any other agreement entered into in connection therewith and for any counterclaim with respect thereto. Notwithstanding the foregoing, the Company and its affiliates shall be entitled to seek injunctive or other equitable relief, as contemplated by Section 12 above, from any court of competent jurisdiction.

**20. MISCELLANEOUS.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or director as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between the Executive and the Company with respect to the subject matter hereof; provided, however, that this Agreement shall not supersede or modify in any way, the rights of the Executive, the Company, or any of their respective affiliates, under the Transaction Agreement or the Letter Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

**21. REPRESENTATIONS.** The Executive represents and warrants to the Company that (a) the Executive has the legal right to enter into this Agreement and to perform all of the obligations on the Executive's part to be performed hereunder in accordance with its terms, and (b) the Executive is not a party to any agreement or understanding, written or oral, and is not subject to any restriction, which, in either case, could prevent the Executive from entering into this Agreement or performing all of the Executive's duties and obligations hereunder. In addition, the Executive acknowledges that the Executive is aware of Section 304 (Forfeiture of Certain Bonuses and Profits) of the Sarbanes-Oxley Act of 2002 and the right of the Company to be reimbursed for certain payments to the Executive in compliance therewith. The Company represents and warrants to the Executive that (x) the Company has the legal right to enter into this Agreement and to perform all of the obligations on the Company's part to be performed hereunder in accordance with its terms and (y) the Company is not a party to any agreement or understanding, written or oral, and is not subject to any restriction, which, in either case, could prevent the Company from entering into this Agreement or performing all of the Company's duties and obligations hereunder.

**22. TAX MATTERS.**

(a) **WITHHOLDING.** The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) **SECTION 409A COMPLIANCE.**

(i) The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Code Section 409A. In no event whatsoever shall the Company be liable for any additional tax, interest or penalty that may be imposed on the Executive by Code Section 409A or damages for failing to comply with Code Section 409A.

(ii) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits that constitute "nonqualified deferred compensation" for purposes of Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered deferred compensation under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 22(b)(ii) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump

sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(iii) To the extent that reimbursements or other in-kind benefits under this Agreement constitute “nonqualified deferred compensation” for purposes of Code Section 409A, (A) all expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(iv) For purposes of Code Section 409A, the Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(v) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

**23. TRADE SECRETS; WHISTLEBLOWING.** Notwithstanding anything to the contrary in this Agreement or otherwise, the Executive understands and acknowledges that the Company has informed the Executive that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for (i) the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Additionally, notwithstanding anything to the contrary in this Agreement or otherwise, the Executive understands and acknowledges that the Company has informed the Executive that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order. Nothing in this Agreement or any other agreement between the Executive and the Company shall be interpreted to limit or interfere with the Executive’s right to report good faith suspected violations of law to applicable government agencies, including the Equal Employment Opportunity Commission, National Labor Relation Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other applicable federal, state or local governmental agency, in accordance with the provisions of any “whistleblower” or similar provisions of local, state or federal law. The Executive may report such suspected violations of law, even if such action would require the Executive to share the Company’s proprietary information or trade secrets with the government agency, provided that any such information is protected to the maximum extent permissible and any such information constituting trade secrets is filed only under seal in connection with any court proceeding. All disclosures permitted under this Section 23 as referred to as “Permitted Disclosures”. Lastly, nothing in this Agreement or any other agreement between the Executive and the Company will be interpreted to prohibit the Executive from collecting any financial incentives in connection with making such reports or require the Executive to notify or obtain approval by the Company prior to making such reports to a government agency.

**24. RECOVERY OF AMOUNTS PAID.** The Executive acknowledges and agrees that the Executive is and will be subject to Price Group's Policy for Recoupment of Incentive Compensation, and any other clawback policy that is adopted by the Board during the Employment Term.

**25. AGREEMENT SUBJECT TO THE CLOSING OF THE TRANSACTION.** In the event that the Closing does not occur or the Transaction Agreement is terminated or abandoned for any reason, this Agreement, and all of the Company's and the Executive's obligations hereunder shall be null and void *ab initio*.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**T. ROWE PRICE GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GLENN R. AUGUST**

\_\_\_\_\_

**EXHIBIT A**

**PERMITTED ACTIVITIES**

Current outside activities:

The Executive currently serves on the board of directors of two public companies: (i) MultiPlan, Inc. and (ii) Lucid Group, Inc.

To the extent that the Executive is no longer serving on the board of Multiplan or Lucid, the Executive shall be permitted to serve on another public company board (up to two in the aggregate in addition to the Company) subject to the prior written approval of the Board, such approval not to be unreasonably withheld.

The Executive shall also be permitted to be involved with SPAC investments consistent with past practice, provided that any future SPACs shall be subject to Board approval, such approval not to be unreasonably withheld.

The Executive currently serves on the Board of Trustees of Horace Mann School

The Executive currently serves on the Board of Trustees of The Mount Sinai Medical Center

The Executive currently serves on the Board of Directors of the Partnership for New York City

The Executive currently serves on the Board of Directors for the 92<sup>nd</sup> Street Y

The Executive currently serves on the Advisory Committee to Cornell University

Future outside activities:

The Executive anticipates investing proceeds from the Transaction and his other capital. The Executive will ensure that the investments are operated in compliance with the Company's Code of Ethics and other applicable Company policies and, as long as it does not interfere with his obligations hereunder.

## **EXHIBIT B**

### **GENERAL RELEASE**

I, Glenn R. August, in consideration of and subject to the performance by T. Rowe Price Group, Inc. (together with its affiliates, the "Company"), of its obligations under the Employment Agreement dated as of October 28, 2021 (the "Agreement"), do hereby release and forever discharge as of the date hereof the Company and its respective affiliates and all present, former and future managers, directors, officers, employees, successors and assigns of the Company and its affiliates and direct or indirect owners (collectively, the "Released Parties") to the extent provided below (this "General Release"). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. I understand that any payments or benefits paid or granted to me under Section 8 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 8 of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date that this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, by reason of any matter, cause, or thing whatsoever, from the beginning of my initial dealings with the Company to the date of this General Release, and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to my employment relationship with the Company, the terms and conditions of that employment

relationship, and the termination of that employment relationship (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Executive Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; any claim under Title 20 of the State Government Article of the Maryland Annotated Code; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "Claims").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay, and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (i) any right to the Accrued Benefits or any vested benefits or any severance benefits to which I am entitled under the Agreement, (ii) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (iii) my rights under the Transaction Agreement, Letter Agreement, (iv) my rights as an equity or security holder in the Company or its affiliates or (v) any claims which arise after the date hereof or which cannot be released as a matter of law.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by

law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone.

9. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any governmental entity.

10. I hereby acknowledge that Sections 8 through 14, 18 through 24 of the Agreement shall survive my execution of this General Release.

11. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it.

12. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

13. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Notwithstanding anything to the contrary in this Agreement or otherwise, I understand and acknowledge that the Company has informed me that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for (i) the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or (ii) the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. Additionally, notwithstanding anything to the contrary in this General Release or otherwise, I understand and acknowledge that the Company has informed me that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to a court order.

15. Nothing in this General Release or any other agreement between me and the Company shall be interpreted to limit or interfere with my right to report good faith suspected violations of law to applicable government agencies, including the Equal Employment Opportunity Commission, National Labor Relation Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other applicable federal, state or local governmental agency, in accordance with the provisions of any "whistleblower" or similar provisions of local, state or federal law. I may report such suspected violations of law, even if such action would require me to share the Company's proprietary information or trade secrets with the government agency, provided that any such information is protected to the maximum extent permissible and any such information constituting trade secrets is filed only under seal in connection with any court proceeding. Lastly, nothing in this General Release or any other agreement between me and the Company will be interpreted to prohibit me from collecting any financial incentives in connection with making such reports or require me to notify or obtain approval by the Company prior to making such reports to a government agency.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;
2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;
3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;
5. I HAVE HAD AT LEAST [21][45] DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE TO CONSIDER IT, AND THE CHANGES MADE SINCE MY RECEIPT OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED [21][45]-DAY PERIOD;
6. I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
7. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
8. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED:\_\_\_\_\_ DATED:\_\_\_\_\_

Pursuant to Item 601(b)(10)(iv) of Regulation S-K, certain identified information has been excluded from this exhibit to T. Rowe Price Group, Inc.'s Annual Report on Form 10-K for the Year Ended December 31, 2021 because it is both not material and is the type that T. Rowe Price Group, Inc. treats as private or confidential. Information that has been omitted is denoted as “[\*\*\*].”

## VALUE CREATION AGREEMENT

THIS VALUE CREATION AGREEMENT (this “Agreement”) is made and entered into as of December 29, 2021 by and among Glenn R. August (“GRA”), William H. Bohnsack, Jr. (“Bohnsack”), Adam B. Kertzner (“Kertzner”), Alan M. Schrager (“Schrager” and, together with GRA, Bohnsack and Kertzner, the “Senior Partners”) and T. Rowe Price Group, Inc., a Maryland corporation (“Theta”). Each of GRA, WHB, Schrager, Kertzner and Theta are referred to herein as a “Party” and, collectively, as the “Parties”. Capitalized terms used but otherwise not defined herein shall have the same meanings as set forth in the Transaction Agreement (as defined below).

### RECITALS

WHEREAS, the Parties, Oak Hill Advisors, L.P., a Delaware limited partnership (together with its Affiliates and all Alternatives Businesses (as defined below), “OHA”), and certain other parties named therein entered into that certain Transaction Agreement, dated as of October 28, 2021, pursuant to which Theta agreed to acquire the OHA business (the “Transaction”) on the terms and conditions set forth in the Transaction Agreement (such agreement, as it may be amended, modified or restated, the “Transaction Agreement”);

WHEREAS, in connection with the negotiation of the Transaction Agreement, the Parties entered into that certain Letter Agreement, dated as of October 28, 2021 (such agreement, as it may be amended, modified or restated, the “Letter Agreement”), pursuant to which the Parties agreed on a governance, operation and compensation framework for the OHA business from and after the Closing of the Transaction as set forth on Exhibit A of the Letter Agreement (the “Term Sheet”); and

WHEREAS, the Parties desire to enter into this Agreement to implement the terms relating to value creation in the Letter Agreement, including the “Value Creation Agreement” section of the Term Sheet (the “Value Creation Terms”) and set forth their understanding and agreement as to the calculation and payment of the Value Creation Payment (as defined below), if any, payable to the Participants (as defined below), subject to the Value Creation Condition (as defined below).

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and upon the terms and subject to the conditions set forth herein, the Parties hereby agree as follows:

## ARTICLE I DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the meanings indicated:

“Acceleration Event” means any event that triggers an Acceleration Payment pursuant to Section 4.1(a), Section 4.1(b), Section 4.2(a), Section 4.2(b), Section 4.3(a) or Section 4.3(b).

“Acceleration Payment” means any payment to be made in accordance with Section 4.1(a), Section 4.1(b), Section 4.2(a), Section 4.2(b), Section 4.3(a) or Section 4.3(b).

“Aggregate Consideration” means and includes (without duplication) the total value of all cash, securities and other consideration in any form directly or indirectly paid or payable to, received or receivable by, distributed or distributable to, or realized or realizable by, or for the benefit of the OHA and/or its direct and indirect security holders in contemplation of, in connection with or resulting from the sale of any portion of OHA during the Value Creation Period at the time of such sale. For the avoidance of doubt, Aggregate Consideration (1) will be deemed to exclude (x) any amounts paid into escrow and (y) the value of any consideration that is contingent upon the passage of time or occurrence of some future event after the Value Creation Date, in all of the foregoing cases in contemplation of, in connection with or resulting from the transaction and (2) does not include (x) cash (other than restricted cash, if any) on the balance sheet of OHA on a consolidated basis at the time of closing of such transaction (including any dividends of such cash at or prior to the closing of such transaction), and (y) liabilities, including any post-closing indebtedness arranged by any acquiror, accounts payable, accrued liabilities, and other ordinary course liabilities (unless treated as debt for purposes of the definitive agreement with respect to the such transaction).

“Alternatives Business” means any business, division, platform, account(s) or similar activities related to alternatives investment or asset management or other advisory services (whether such business takes the form of a credit fund, private equity fund, a hedge fund, a real estate fund, separately managed account or otherwise) that is, during the Value Creation Period, (i) developed, grown or acquired by either OHA or another Theta Affiliate (even if not operated under OHA) and to which OHA provides material services or pursuant to which any fees or other amounts earned in connection with such activities are paid to OHA or (ii) acquired by Theta but managed by OHA management and/or the Senior Partners.

“Closing Date” means the date hereof.

“Contingent Consideration” means and includes (without duplication) the total value of all cash, securities and other consideration in any form directly or indirectly actually paid to, received by, distributed to, or realized by, or for the benefit of the OHA and/or its direct and indirect security holders in contemplation of, in connection with or resulting from the sale of any portion of OHA during the Value Creation Period, but in each case, to the extent not actually received by OHA and/or its direct or indirect security holders until after the Value Creation Date. For the avoidance of doubt, Contingent Consideration will be deemed to include (x) any amounts released from escrow to OHA and/or its direct or indirect securityholders and (y) the payment to OHA and/or its director or indirect securityholders of any consideration that was contingent upon the passage of time or occurrence of some future event, in all of the foregoing cases in contemplation of, in connection with or resulting from the transaction.

“Ending Valuation” means the valuation of OHA as of the Value Creation Date as calculated pursuant to Section 2.1, plus the Aggregate Consideration in respect of any portion of OHA that has been sold during the Value Creation Period (“Sold Business Value”). The Parties agree that any debt incurred by OHA during the Value Creation Period that is incurred for purposes of working capital or for inorganic or organic growth initiatives (plus any fees or other consideration paid or payable in connection with the payment or prepayment of such debt), and the impact thereof, shall be included in the calculation of the Ending Valuation, and any debt incurred by OHA for any other reason shall be excluded from the calculating of the Ending Valuation (including removing such debt from OHA’s balance sheet and any impact of such debt from OHA’s income statement (e.g., interest expense)). Ending Valuation shall (i) be inclusive of all Alternatives Businesses, (ii) include both organic and inorganic growth and (iii) not include any fund limited partner investments or seed capital received by OHA from Theta during the Value Creation Period; provided, for the avoidance of doubt, if Theta acquires an entity that has a small alternatives business (e.g., <20% of revenue of the acquired company), Theta may choose to leave that business separate and not include in the Value Creation measurement.

“GRA Employment Agreement” means that certain Employment Agreement, by and between GRA and T. Rowe Price Group, Inc., dated as of October 28, 2021.

“GRA Event of Default” means (i) a termination of GRA without Cause or (ii) a resignation by GRA for Good Reason (each as defined in the GRA Employment Agreement).

“GRA Succession Event” means the termination of GRA’s employment as a result of (i) death or Disability, (ii) termination with or without Cause, (iii) non-extension or non-renewal of the GRA Employment Agreement or (iv) resignation with or without Good Reason (as such terms are defined in the GRA Employment Agreement).

“Initial Valuation” means the equity value of OHA at Closing, which shall be deemed to equal the Consideration paid by Theta under the Transaction Agreement, including the Earnout Amount (if any) as and when paid, plus any growth capital invested (and without any interest charges to extent funded as debt) by Theta into the OHA business as and when invested other than any fund limited partner investments or seed capital received by the OHA business from Theta.

“Non-Senior Partners” means, collectively, [\*\*\*] and any other individual designated by GRA as a Non-Senior Partner prior to the Value Creation Date.

“OHA Senior Partners Default” means the (i) termination without Cause (as defined in such Senior Partner’s respective employment agreement) and/or (ii) resignation for Good Reason (as defined in such Senior Partner’s respective employment agreement) of all Senior Partners.

“Participants” means, collectively, GRA and such then-current employees as of the Value Creation Date (or the date of the applicable Acceleration Event, as applicable) of OHA, Theta or one of their respective Affiliates selected by GRA to receive any portion of the Value Creation Payment or Acceleration Payment, as applicable, pursuant to Section 3.2; provided, that, notwithstanding the foregoing, GRA shall have the discretion to include any individual who was an employee of OHA, Theta or one of their respective Affiliates prior to the Value Creation Date and whose employment was terminated prior to the applicable payment date due to death or disability (as defined, if applicable, in such Participant’s employment agreement with Theta or one of its Affiliates).

“Significant Affiliate Transaction” means any transaction, arrangement or other value transfer with or for the benefit of Theta or any of its Affiliates that,

individually or with a series of related transactions, arrangements or other value transfers, has (a) an impact on OHA’s revenue that is greater than \$5 million per year or (b) an impact on OHA’s expenses that is greater than \$2.5 million per year.

“Valuation Firm” means a nationally recognized, independent valuation firm jointly engaged by OHA and Theta for the purpose of calculating the Ending Valuation.

“Value Creation” shall be calculated, on a pre-tax basis, as the excess, if any, of (x) the Ending Valuation, over (y) the Initial Valuation subject to a [\*\*\*]% annualized preferred return (calculated as shown in Appendix A) on the Initial Valuation to Theta other than capital invested by Theta for mergers and acquisitions and growth initiatives, which shall be subject to a [\*\*\*]% annualized preferred return (calculated as shown in Appendix A); provided, that, (i) such preferred return shall stop accruing on a portion of the Initial Valuation equal to any Sold Business Value from and after the time such business is sold, (ii) such preferred return on any capital invested by Theta for mergers and acquisitions and capital initiatives shall accrue from the time such investment is made until such amount is repaid to Theta and (iii) for the avoidance of doubt, the preferred return shall only begin accruing with respect to the Earnout Amount at the time such Earnout Amount is paid.

“Value Creation Adjustment” means the positive difference between the Adjusted Value Creation and the Value Creation.

“Value Creation Condition” means (i) an Acceleration Event has occurred or (ii) that the Value Creation Payment, as finally determined pursuant to Section 2.1 following the Value Creation Date, is greater than zero.

“Value Creation Date” means the fifth anniversary of the Closing Date.

“Value Creation Period” means the period from the Closing Date through the Value Creation Date.

“WHB Employment Agreement” means that certain Employment Agreement, by and between WHB and T. Rowe Price Group, Inc., dated as of October 28, 2021.

“WHB Succession Event” means the termination of WHB’s employment pursuant to the WHB Employment Agreement as a result of (i) death or Disability, (ii) termination with or without Cause, (iii) non-extension or non-renewal of the WHB Employment Agreement or (iv) resignation with or without Good Reason (as such terms are defined in the WHB Employment Agreement).

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated:

<b><u>Term</u></b>	<b><u>Section</u></b>	
Agreement .....		Preamble
GRA.....		Preamble
Kertzner .....		Preamble
Letter Agreement.....		Recitals Value Creation
Payment.....	3.1	
OHA .....		Recitals
Parties .....		Preamble
Party.....		Preamble
Schrager.....		Preamble
Senior Partners		Preamble
Term Sheet .....		Recitals
Theta .....		Preamble
Theta Stock	3.4(b)	
Transaction .....		Recitals

## ARTICLE II VALUATION

### 2.1 Ending Valuation; Determination of Value Creation.

(a) The Ending Valuation shall be:

(i) as mutually agreed by Theta and GRA promptly following the Value Creation Date; or

(ii) if mutual agreement between Theta and GRA on the Ending Valuation is not reached with sixty (60) days following the Value Creation Date, each of Theta and GRA shall determine its own calculation of Value Creation Payment and

if, between such two Value Creation Payment calculations, (a) the lower calculation is 10% or less below the higher calculation, the average of the two calculations is the final Value Creation Payment, or (b) the lower calculation is more than 10% below the higher calculation, the Valuation Firm (as selected in accordance with the next sentence) will determine its calculation of the Value Creation Payment, which calculation shall (x) not be higher than the higher calculation presented by the two parties and not be lower than the lower calculation presented by the two parties and (y) be averaged with the calculation that is closer to the calculation of the Valuation Firm and the final Value Creation Payment shall equal such average. If the foregoing clause (b) is implicated, a Valuation Firm shall be mutually agreed to by Theta and GRA promptly following the Value Creation Date (in any event, the Valuation Firm shall be chosen and charged with the Value Creation determination within 90 days following the Value Creation Date; provided, that if GRA and Theta cannot agree upon such a Valuation Firm, each such party shall select, within ten (10) days following the expiration of the sixty (60) day period referred to above, a nationally recognized, independent valuation firm and those valuation firms shall, within an additional ten (10) day period, jointly select another nationally recognized, independent valuation firm, which firm shall be the Valuation Firm for purposes of the determining the final Value Creation Payment), in accordance with this Section 2.1(a)(ii) and the standard valuation metrics and methodologies for independent alternative investment asset management businesses as set forth in Section 2.1(b).

(b) The Ending Valuation shall be calculated using standard valuation metrics and methodologies for independent alternative investment asset management businesses, including, but not limited to:

(i) public trading multiples analysis including alternative asset management firms with material similarities to OHA in one or more of their business characteristics, operational characteristics and/or financial metrics. The multiples shall be based on relevant closing stock prices for appropriate periods as close to the Value Creation Date as practicable, and financial data for the selected companies shall be based on the selected companies' public filings, analyst research estimates and other publicly available information;

(ii) selected comparable M&A transactions analysis including transactions that occurred within a period deemed relevant and whereby the businesses involved in such transactions operated in materially similar industries and/or had materially similar financial profiles to OHA; and

(iii) discounted cash flow analysis based upon an OHA forecast of unlevered free cash flows. An appropriate discount rate shall be determined

based on a weighted average cost of capital for firms that are materially comparable to the OHA Business as of the Value Creation Date.

For illustrative purposes, Appendix A hereto sets forth sample valuation calculations.

2.2 Affiliate Transactions. The parties agree that, during the Value Creation Period, GRA and Theta shall agree on the pricing of any Significant Affiliate

Transaction at or prior to the entry into such Significant Affiliate Transaction; provided, that if GRA and Theta are unable to agree on the pricing of any such Significant Affiliate Transaction, the parties agree that the pricing of such Significant Affiliate Transaction for purposes of determining the Ending Valuation, the Value Creation and the Value Creation Payment shall be determined in accordance with Section 2.1, with the Valuation Firm being entitled to make adjustments to such pricing as they determine appropriate under the circumstances in the context of determining the Ending Valuation, which adjustments could include considering what the pricing for such Significant Affiliate Transaction would have been on an arm's-length basis with an unaffiliated third party. The Ending Valuation shall be adjusted to the extent necessary to reflect the difference between the pricing so determined in accordance with Section 2.1 and the pricing actually used between OHA and Theta.

### **ARTICLE III VALUE CREATION PAYMENT**

3.1 Value Creation Payment. The total amount payable to the Participants (the "Value Creation Payment") shall be 10% of the Value Creation. The amount of the Value Creation Payment shall be calculated and agreed upon pursuant to the process and methodology set forth in Section 2.1 herein.

3.2 Participation.

(a) Participants in any Value Creation Payment or Acceleration Payment made pursuant to this Agreement shall be determined by GRA in his sole discretion; provided, however, that each Participant must be an accredited investor within the meaning of Rule 501(a) of Regulation D under the Securities Act of 1933, as amended.

(b) Within thirty (30) days following the determination of the Value Creation Payment pursuant to Section 3.1, an Acceleration Event or an Adjusted Value Creation Payment for which there was not previously a Value Creation Payment, GRA shall provide Theta with a schedule (an "Allocation Schedule") setting forth the allocation of the Value Creation Payment or Accelerated Payment, as applicable, among the Participants as determined in his sole discretion.

(c) If, following the Value Creation Date, OHA or its direct and/or indirect securityholders actually receives any Contingent Consideration, then Theta shall recalculate the Value Creation as of the Value Creation Date to include such Contingent Consideration in the computation of Ending Valuation as if such Contingent Consideration had been received prior to the Value Creation Date (the "Adjusted Value Creation") and furnish such calculation to the Senior Partners, which Adjusted Value Creation shall be finally determined in accordance with Section 2.1. Theta shall pay to the Participants an amount equal to 10% of the Value Creation Adjustment (the "Adjusted Value Creation Payment") within five (5) Business Days of the final determination of the Adjusted Value Creation in accordance with the previously delivered Allocation Schedule in respect of the Value Creation Payment (if any) and Section 3.4.

3.3 Timing of Payment. Upon the satisfaction of the Value Creation Condition and within five (5) Business Days following receipt of an Allocation Schedule, Theta shall pay or cause to be paid the Value Creation Payment or Acceleration Payment, as applicable, to the Participants in accordance with such Allocation Schedule.

3.4 Form of Payment. Payment of the Value Creation Payment, Acceleration Payment or Adjusted Value Creation Payment, as applicable, to each Participant shall be made:

(a) 75% of the portion of the Value Creation Payment, Acceleration Payment or Adjusted Value Creation Payment, as applicable, allocated to such Participant in the Allocation Schedule in cash via payroll (subject to applicable withholding); and

(b) by the issuance to such Participant of a number of shares (which shares shall be duly authorized, duly and validly issued, fully paid and non- assessable and not subject to, or issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under Theta's Organizational Documents or any Contract to which Theta or any of its Subsidiaries is a party or otherwise bound) of T. Rowe Price Group, Inc. stock ("Theta Stock") having an aggregate value (as determined pursuant to the next sentence) equal to 25% of the Value Creation Payment, Acceleration Payment or Adjusted Value Creation Payment, as applicable, allocated to such Participant in the Allocation Schedule and subject to vesting on terms to be determined by GRA upon delivery of the Allocation Schedule. The value of such Theta Stock shall be calculated as the arithmetic average of the VWAP for the Theta Stock for the five (5) consecutive Trading Days ending on the date immediately prior to the date the Value Creation Payment is made (subject to adjustment for any splits, combinations or reclassifications).

#### **ARTICLE IV EVENT OF DEFAULT; CHANGE OF CONTROL**

##### **4.1 GRA Event of Default.**

(a) Following the occurrence of a GRA Event of Default that occurs on or prior to the first anniversary of the Closing Date, Theta shall make a payment equal to \$50,000,000, which shall be payable promptly following such GRA Event of Default in accordance with Article III and shall not be subject to refund or adjustment, irrespective of whether or not a Value Creation Payment is subsequently determined to be payable (or the amount thereof). Notwithstanding such accelerated portion, thereafter, Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated following the Value Creation Date in accordance with Article III; provided, however, that any future Value Creation Payment shall be reduced by such amount paid in connection with such GRA Event of Default (but in no event shall be less than zero).

(b) Following the occurrence of a GRA Event of Default that occurs after the first anniversary of the Closing Date and on or before the second anniversary of the Closing Date, Theta shall make a payment equal to \$75,000,000, which shall be payable promptly following such GRA Event of Default in accordance with Article III and shall not be subject to refund or adjustment, irrespective of whether or not a Value Creation Payment is subsequently determined to be payable (or the amount thereof). Notwithstanding such accelerated portion, thereafter, Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated; provided, however, that any future Value Creation Payment shall be reduced by such amount paid in connection with such GRA Event of Default (but in no event shall be less than zero).

(c) A GRA Event of Default that occurs after the second anniversary of the Closing Date shall not be deemed to have given rise to an acceleration of any portion of the Value Creation Payment and the Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated.

##### **4.2 OHA Senior Partners Default.**

(a) Following the occurrence of a OHA Senior Partners Default that occurs on or prior to the first anniversary of the Closing Date, Theta shall make a payment equal to \$50,000,000, which shall be payable promptly following such OHA Senior Partners Default in accordance with Article III and shall not be subject to refund or adjustment, irrespective of whether or not a Value Creation Payment is subsequently determined to be payable (or the amount thereof). Notwithstanding such accelerated portion, thereafter, Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated following the Value Creation Date in accordance with Article III; provided, however, that any future Value Creation Payment shall be reduced by such amount paid in connection with such OHA Senior Partners Default (but in no event shall be less than zero).

(b) Following the occurrence of a OHA Senior Partners Default that occurs after the first anniversary of the Closing Date and on or before the second anniversary of the Closing Date, Theta shall make a payment equal to \$75,000,000, which shall be payable promptly following such OHA Senior Partners Default in accordance with Article III and shall not be subject to refund or adjustment, irrespective of whether or not a Value Creation Payment is subsequently determined to be payable (or the amount thereof). Notwithstanding such accelerated portion, thereafter, Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated following the Value Creation Date in accordance with Article III; provided, however, that any future Value Creation Payment shall be reduced by such amount paid in connection with such OHA Senior Partners Default (but in no event shall be less than zero).

(c) An OHA Senior Partners Default that occurs after the second anniversary of the Closing Date shall not be deemed to have given rise to an acceleration of any portion of the Value Creation Payment and the Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated.

#### 4.3 Change of Control.

(a) Following the occurrence of a Change of Control that occurs on or prior to the first anniversary of the Closing Date, Theta shall make a payment equal to \$50,000,000, which shall be payable promptly following such Change of Control in accordance with Article III and shall not be subject to refund or adjustment, irrespective of whether or not a Value Creation Payment is subsequently determined to be payable (or the amount thereof). Notwithstanding such accelerated portion, thereafter, Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated following the Value Creation Date in accordance with Article III; provided, however, that any future Value Creation Payment shall be reduced by such amount paid in connection with such Change of Control (but in no event shall be less than zero).

(b) Following the occurrence of a Change of Control that occurs after the first anniversary of the Closing Date and on or before the second anniversary of the Closing Date, Theta shall make a payment equal to \$75,000,000, which shall be payable promptly following such Change of Control in accordance with Article III and shall not be subject to refund or adjustment, irrespective of whether or not a Value Creation Payment is subsequently determined to be payable (or the amount thereof). Notwithstanding such accelerated portion, thereafter, Value Creation shall be calculated and the Value Creation Payment shall be paid as originally contemplated following the Value Creation Date in accordance with Article III; provided, however, that any future Value Creation Payment shall be reduced by such amount paid in connection with such Change of Control (but in no event shall be less than zero).

(c) For the avoidance of doubt, following a Change of Control, Value Creation shall be calculated as to OHA, taken as a whole (including any Alternatives Business), regardless of what portion thereof is owned by Theta as of the Value Creation Date.

(d) A Change of Control that occurs after the second anniversary of the Closing Date shall not be deemed to have given rise to an acceleration of any portion of the Value Creation Payment and the Value Creation shall be calculated, and the Value Creation Payment shall be paid, as originally contemplated.

### **ARTICLE V GENERAL PROVISIONS**

5.1 Covenants of Theta. Theta covenants and agrees that it shall, and shall cause its Affiliates to:

(a) not take or omit to take any action that has the purpose of, artificially decreasing the Value Creation during the Value Creation Period;

(b) continue to collect revenue during the Value Creation Period in a manner consistent with past practice in all material respects, and shall not accelerate, defer, delay or otherwise alter in any material respect the timing or amounts of such collections in a manner inconsistent with the past practice of OHA prior to the Closing;

(c) during the Value Creation Period, not, directly or indirectly, take any action or omit to take any action the purpose of which is avoiding or reducing the Value Creation Payment payable to the Participants pursuant to this Agreement;

(d) maintain adequate books of account and all other records relating to or reflecting the operation of the business of OHA during the Value Creation Period in a manner consistent with past practice in order to facilitate the determination of Value Creation pursuant to Article II; and

(e) give the Senior Partners no less than thirty (30) days' prior written notice of the occurrence of any Change of Control.

5.2 Representations and Warranties. Each Party hereby represents and warrants to the other Parties that:

(a) Such Party has the requisite right, power and authority to execute and deliver this Agreement and to carry out this Agreement and the transactions contemplated hereby. All actions required to be taken by such Party to authorize the execution, delivery and performance of this Agreement and all transactions contemplated hereby have been duly and validly taken.

(b) This Agreement has been duly executed and delivered by such Party and constitutes the valid and legally binding obligation of such Party, enforceable against it in accordance with its terms, except to the extent that their enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by the principles of equity regarding the availability of remedies.

(c) The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated herein will not: (i) violate or conflict with any provision of the organizational documents of such Party; (ii) violate, breach, conflict with or result in a default under any provision of, or constitute an event that, after notice or lapse of time or both, would result in a breach, violation of or conflict under, any laws or governmental orders applicable to, binding upon or enforceable against such Party or its assets or properties; (iii) breach, violate, conflict with or result in a default under any provision of, or constitute an event that, after notice or lapse of time or both, would result in a breach or violation of or conflict or default under, or accelerate the performance required, in each case in any material respect, or result in the termination of or give any Party the right to terminate, or require notice or consent under, any Contract to which such Party is a party or by which such Party's assets or properties are bound; or (iv) require the consent, authorization or approval of, the giving of notice to or designation, declaration or filing with any governmental authority or other Party.

5.3 Access to Information; Confidentiality. Following the Value Creation Date until the determination of the Value Creation Payment, Theta shall (i) permit GRA and his representatives to have reasonable access to the books, records and other documents (including work papers, schedules, financial statements, memoranda, etc.) of Theta and OHA and cooperate with GRA in seeking to obtain work papers from Theta, OHA and their representatives, in each case, to the extent pertaining to or used in connection with the determination of the Value Creation Payment and provide GRA with copies thereof (as reasonably requested by GRA) and (ii) provide GRA reasonable access to the employees and accountants of Theta and OHA as reasonably requested by GRA for purposes of reviewing, considering, evaluating and negotiating the Value Creation Payment; provided, that, in each case, such access shall be conducted in a manner not to unreasonably interfere with the businesses or operations of Theta or OHA and subject to GRA's and its representatives' execution of customary access letters.

5.4 Parties; Succession.

(a) *Succession Events*.

(i) Upon the occurrence of a GRA Succession Event, WHB shall succeed to all of GRA's rights, responsibilities, authority and obligations under this Agreement; provided, that GRA's entitlement to a portion of the Value Creation Payment or Acceleration Payment shall not be subject to the succession set forth in this Section 5.4.

(ii) Upon the occurrence of a GRA Succession Event, if a WHB Succession Event occurs or has previously occurred at the time of such GRA Succession Event, GRA's rights, responsibilities, authority and obligations under this Agreement shall be exercised unanimously by the remaining Senior Partners whose employment pursuant to his respective employment agreement has not been terminated as a result of death or Disability, a termination with or without Cause, non-extension of agreement or resignation with or without Good Reason (as such terms are defined in each Senior Partner's respective employment agreement). Theta shall be entitled to rely upon any actions taken by a Senior Partner pursuant to this Section 5.4(a)(ii).

(iii) If, at any time following the Closing, all Senior Partners cease performing services to OHA on a full-time basis, a majority of the then- remaining Non-Senior Partners shall mutually agree upon, in writing, one (1) then- remaining Non-Senior Partner to exercise the rights set forth in this Agreement. The Parties agree that the Non-Senior Partners shall be express third party beneficiaries of this Section 5.4(a)(iii).

(b) Theta hereby acknowledges and agrees that:

(i) the Senior Partners (and, if applicable, the Non- Senior Partner designated in accordance with Section 5.4(a)(iii)) shall be entitled to exercise any and all rights under or relating to this Agreement in their individual capacities as counterparties of Theta hereunder;

(ii) the status of any Senior Partner (or, if applicable, the Non-Senior Partner designated in accordance with Section 5.4(a)(iii)) as an employee, officer and/or director of Theta following the Closing shall not be construed to restrict, limit, invalidate or otherwise affect or result in the termination of any right granted to the Senior Partners (or, if applicable, the Non-Senior Partner designated in accordance with Section 5.4(a)(iii)) pursuant to this Agreement;

(iii) Theta hereby waives any and all fiduciary duties and any other duties that, absent such waiver, may be implied or imposed by applicable law, in connection with the exercise of any and all rights granted to the Senior Partners (and, if applicable, the Non-Senior Partner designated in accordance with Section 5.4(a)(iii)) pursuant to this Agreement; and

(iv) each Senior Partner (and, if applicable, the Non- Senior Partner designated in accordance with Section 5.4(a)(iii)) shall, in his sole discretion, be entitled to make any determination as to the exercise of any and all rights granted to such Senior Partner (or, if applicable, the Non-Senior Partner designated in accordance with Section 5.4(a)(iii)) pursuant to this Agreement.

5.5 Restricted Legends. The certificates representing the shares of Theta Stock to be issued and delivered hereunder to the Value Creation Agreement shall bear the following legend (it being agreed that if the shares are not in certificated form, other appropriate restrictions shall be implemented to give effect to the following):

“THE SECURITIES REPRESENTED BY THIS BOOK-ENTRY STATEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THEY MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO

THE SECURITIES UNDER SUCH ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OR AN EXEMPTION FROM SUCH REGISTRATION UNDER SUCH ACT AND SUCH LAWS. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR OTHER TRANSFER OTHERWISE COMPLIES WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES REPRESENTED BY THIS BOOK-ENTRY STATEMENT ARE SUBJECT TO ADDITIONAL CONTRACTUAL RESTRICTIONS ON TRANSFER.”

Upon either the transfer of the shares of Theta Stock pursuant to a registration statement or upon the applicable Participant’s satisfaction of the relevant holding period under Rule 144 of the Securities Act, and at such Participant’s request, the Theta and the Senior Partners shall use reasonable best efforts to cooperate with each other to exchange such Participant’s certificates for such relevant shares of Theta Stock for new certificates not bearing a legend restricting transfer under the Securities Act, and shall provide such certificates, documents and/or legal opinions as Theta and Theta’s registrar and transfer agent may reasonably request in connection therewith.

5.6 Amendments; Waiver. This Agreement and any of the provisions hereof may not be amended or modified except by written instrument executed by Theta and GRA; provided, however, that (i) if a GRA Succession Event shall occur, such written instrument may be executed by WHB in lieu of GRA, and (ii) if a GRA Succession Event and a WHB Succession Event shall occur, such written instrument may be executed by the remaining Senior Partners whose employment pursuant to each of his employment agreement has not been terminated as a result of death or Disability, a termination with or without Cause, non-extension of agreement or a resignation with or without Good Reason (as such terms are defined in each Senior Partner’s respective Employment Agreement); provided, further, that if all Senior Partners cease performing services to OHA on a full- time basis, such written instrument may be executed by that Non-Senior Partner agreed upon pursuant to Section 5.4(a)(iii). The failure by any Party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. The observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver.

5.7 Conflicts. The Parties agree that this Agreement supersedes the Value Creation Terms and in the event of a conflict between the provisions of this Agreement, on the one hand, and the Letter Agreement, on the other hand, the provisions of this Agreement shall control. In the event of a conflict between the provisions of this Agreement, on the one hand, and the Transaction Agreement, on the other hand, the provisions of this Agreement shall control.

5.8 Interpretation; Headings. Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

5.9 Miscellaneous. Excluding Sections 11.1 (Amendments; Extension; Waiver) and 11.3 (Seller Representative) therein, Article XI of the Transaction

Agreement shall be deemed to be, and hereby is, incorporated by reference, *mutatis mutandis*, in this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

**T. ROWE PRICE GROUP, INC.**

By:\_\_\_\_ Name: Robert Sharps  
Title: President, Head of Investments, and Group Chief  
Investment Officer

\_\_\_\_\_  
Glenn R. August

\_\_\_\_\_  
William H. Bohnsack, Jr.

\_\_\_\_\_  
Adam B. Kertzner

\_\_\_\_\_  
Alan M. Schragar

T. ROWE PRICE GROUP, INC.  
1986 Employee Stock Purchase Plan  
(Amended and Restated Effective November 1, 2021)

1. *Eligibility.* When or where legally permissible, participation will be open to all regular associates of the Corporation over the age of majority in the state or country of their residence, with such eligibility beginning on the first day of the month following the month in which employment occurs.

2. *Procedure for Commencing Participation.* Subject to Sections 3 and 9 of the Plan, an eligible associate may commence participation in the Plan at any time by authorizing the Corporation to make periodic payroll deductions in accordance with the Plan and authorizing the Agent to open and maintain an Investment Plan Account. Commencement of payroll deductions will become effective as soon as practicable after an associate's authorization is received by the Corporation.

3. *Payroll Deduction; Authorization and Revision.* An associate may authorize periodic payroll deductions of 1% to 10% of his or her applicable base salary. Changes to the authorized payroll deduction may be made from time to time. All payroll deduction elections shall be made in writing, including via an electronic writing in such form as may be designated by the Corporation, and will become effective as soon as practicable after receipt by the Corporation. In jurisdictions in which it is necessary or desirable to allow associates to fund share purchases under the Plan by methods other than payroll deduction, the appropriate officers of the Corporation responsible for Plan administration shall have the authority to implement any such alternative methods that such corporate officers shall deem appropriate. Associates and participants who receive hardship distributions from the T. Rowe Price U.S. Retirement Program may not make contributions to this Plan during the 6-month period beginning on the date of receipt of the hardship distribution.

4. *Corporate Contributions.* The Corporation will make a 50% match of each associate's authorized payroll deduction up to 4% of his or her applicable base salary per payroll period until the associate's base salary reaches US\$200,000 in the calendar year. No match will be made after the associate's base salary reaches US\$200,000 in the calendar year; however, the match will resume in the next calendar year if the associate continues to participate in the Plan. The US\$200,000 limit will be converted to local currency for non-US associates. The Corporation's MCDC may change the US\$200,000 limit applicable to non-US associates at any time in accordance with its periodic review of exchange rate fluctuations. The Corporation will remit the match to the Agent. The Corporation's match will immediately vest when it becomes part of the associate's account.

5. *Remittance to Agent; Purchases of Stock.* Payroll deductions and corporate contributions will be remitted timely after each periodic payroll to the Agent with a schedule showing the amount allocable to each participant. The Agent shall provide each participant with access to his or her account via a password protected self-service internet portal or web address whereby the participant can manage his or her own account, including generating his or her own account statements on demand.

If Common Stock is unavailable in the market or for other appropriate reasons, the Agent may purchase Common Stock directly from the Corporation. Purchases from the Corporation shall be at prices equal to the average of the last reported sales prices as reported on The Nasdaq National Market for the five previous trading days prior to the purchase (or the closing bid prices as reported to Nasdaq if such sales prices are not available, or if such bid prices are not available, at the purchase price determined by the Board of Directors of the Corporation to be the fair market value thereof). Using the average price of the shares purchased, the total shares will be allocated among the participants' accounts in proportion to their respective interests in the total amount remitted.

The number of shares of Common Stock that may be purchased by or on behalf of associates pursuant to the Plan on and after April 26, 2017, shall not exceed an aggregate of 3,000,000 shares of Common Stock, except that (i) in the event of a stock or special cash dividend, or stock split or reverse stock split affecting the Common Stock, the maximum number of shares of such Common Stock available for purchase pursuant to the Plan shall, without further action of the Board of Directors or the ECMDC, be adjusted to reflect such event, and (ii) in the event of any other change affecting the Common Stock, the Corporation or its capitalization, by reason of a spin-off, split-up, dividend, recapitalization, merger, consolidation or share exchange, the ECMDC, in its discretion, may make appropriate adjustments to the maximum number and kind of shares available for purchase pursuant to the Plan.

The Agent shall provide each participant with access to his or her account via a password protected self-service internet portal or web address whereby the participant can manage his or her own account, including generating his or her own account statements on demand.

6. *Cash Dividends.* Cash dividends net of tax withholding, if any, credited to the participant's account will be automatically reinvested in Common Stock of the Corporation.

7. *Brokerage Commissions, etc.* Brokerage commissions payable in connection with purchases made with payroll deductions and corporate matching contributions as well as from the reinvestment of cash dividends, and all other expenses incurred in administering the Plan will be borne by the Corporation. Commissions and other charges in connection with a sale of stock from a participant's account will be payable by the participant for whom such service is rendered.

8. *Withholding Taxes.* All taxes subject to withholding payable with respect to corporate contributions paid on behalf of a participant will be deducted from the balance of his or her pay and will not reduce the remittance to the Agent on his behalf.

9. *Termination of Payroll Deductions; Closing of Account.* A participant may withdraw, sell, or transfer full shares owned in his or her account subject to the following two restrictions: (1) no withdrawal, sale, or transfer may occur during the first twelve months of participation unless the associate is terminating participation in the plan and closing his or her account, and (2) no more than two such transactions may occur in any rolling twelve-month period. A participant may terminate payroll deductions at any time by written request to the Corporation, including via an electronic writing in such form as may be designated by the corporation. Such request will become effective as soon as practicable after receipt. A waiting period of at least six months may be required before payroll deductions can recommence.

If a participant terminates employment with the Corporation the Agent shall maintain the participant's account under the Plan unless the Agent is instructed to close the participant's account. The Agent shall close a participant's account as soon as practicable following receipt of an authorization from a participant to do so.

10. *Administration.* The Plan shall be administered by the ECMDC. In connection with the administration of the Plan, the ECMDC may make and promulgate such rules and regulations as it shall deem appropriate.

11. *Amendment of Plan; Termination.* The Board of Directors or ECMDC may amend the Plan at any time, and from time to time, in each case without the consent of participants or, except as may be required to comply with applicable law or rule of any securities exchange or market on which the Common Stock is listed or admitted for trade, action by the stockholders of the Corporation. Notwithstanding the foregoing, without requiring consent by the Board of Directors, ECMDC or any other person, the management compensation committee of the Corporation may make administrative or ministerial modifications to the Plan at any time, and from time to time, as it determines in its discretion are appropriate and desirable to facilitate the Plan's implementation or operation. The Board of Directors or ECMDC may terminate the Plan at any time. Any such amendment, modification, or termination will not result in the forfeiture of any funds deducted from the salary of any participant or contributed by the Corporation on behalf of any participant, or of any shares or a fractional interest in a share purchased for the participant, or any dividends or other distributions in respect of such shares, effective before the effective date of amendment or termination of the Plan.

## 12. *Definitions.*

(a) *Agent.* The independent purchasing agent designated by the Board of Directors.

(b) *Associate.* An employee of the Corporation.

(c) *Board of Directors.* The Board of Directors of T. Rowe Price Group, Inc.

(d) *Corporation.* Any one or more or all of T. Rowe Price Group, Inc., and such subsidiaries of T. Rowe Price Group, Inc., designated by the Board of Directors, the associates of which may participate in the Plan.

(e) *ECMDC.* The Executive Compensation and Management Development Committee of the Board of Directors of T. Rowe Price Group, Inc.

(f) *MCDC*. The Management Compensation and Development Committee of T. Rowe Price Group, Inc.

(g) *Participant*. An associate of the Corporation participating in the Plan.

(h) *Plan*. T. Rowe Price Group, Inc. 1986 Employee Stock Purchase Plan.



31<sup>st</sup> December 2020 Dear Justin

**Senior Managers and Certification Regime (SMCR): Changes to your contract of employment with T. Rowe Price International Ltd. (the Company)**

As you are aware, you have been identified as a Senior Management Function (SMF) under the SMCR. This is because you will perform one or more Senior Management Function(s) for the Company (“TRPIL”).

In your role as an SMF, you will be subject to a number of requirements as defined by the FCA and the Company. In order to meet its regulatory requirements, it is necessary for the Company to reflect the letter and spirit of the SMCR in its UK operations. Formal FCA approval has been granted for you to hold the role of an SMF for TRPIL, it will be necessary to amend your Contract by introducing the new terms specified below (the **Additional Terms**). These reflect the requirements of the SMCR and its regulatory framework to which you and the Company will be subject.

For the purposes of this side letter and the Additional Terms:

“**The Act**” means the Financial Services and Markets Act 2000, as amended from time to time.

“**Company**” means T Rowe Price International Ltd (TRPIL).

“**Group Company**” means any one of the Company, any subsidiary of the Company, any holding company of the Company or any subsidiary of any such holding company (in each case as defined by section 1159 of the Companies Act 2006).

“**Senior Management Function (SMF)**” means the carrying out of a regulated activity by an authorised person if the function requires the person performing it to be responsible for managing one or more aspects of the Company's affairs in relation to that activity, and those aspects involve a risk of serious consequences for the Company or for the business or other interests in the UK (as defined by S592A of the Act).

I have set out the Additional Terms below:

**1.1 Senior Management Function Status**

Your employment with the Company is contingent upon you holding appropriate regulatory approval. As such, if the FCA declines, withdraws or varies its approval, you will be unable to continue in your role as an SMF.

## 1.2 Employee Warranties

By signing this letter, you confirm that:

- (a) you have been provided with a copy of your Statement of Responsibilities and the SMCR Handbook as at the date of this letter; and
- (b) you reasonably believe that you are fit and proper to perform the functions and responsibilities outlined in your Statement of Responsibilities and the SMCR Handbook.

## 1.3 Regulatory Duties

You will, at all times, unless your role is subsequently changed to one which does not involve you performing controlled or regulated activities, comply with your regulatory obligations as an SMF of the Company as detailed in the SMCR Handbook.

## 1.4 Handover of Responsibilities

Save where the Company considers it impractical for you to do so, whenever all or part of your Senior Management Function(s) or responsibilities under the Act are or may be transferred to another person (howsoever arising), you agree to follow the Senior Management Function Handover procedures detailed in the SMCR Handbook and in accordance with the requirements of the regulatory system from time to time in force. If requested, you also agree to meet with any person who will or may be assuming your former functions or responsibilities and/or members of the Company board and/or such other persons as the Company reasonably requests you to meet with to answer any questions they may have or to provide any further information they may reasonably require or to provide such assistance as the Company may reasonably require to address any matters which arose during the course of your tenure. For the avoidance of doubts this obligation shall continue after your employment ends.

## 1.5 Termination

As a result of you being identified as an SMF of the Company and notwithstanding the summary termination provisions detailed in the UK Associate Handbook, the Company wishes to increase the notice period that you are required to give to the Company and that the Company is required to give to you to terminate your employment, to three month's written notice.

### Next steps

Given that the above changes are driven by the SMCR which apply to both you and the Company, it is necessary to amend your Contract to incorporate the New Terms.

The New Terms will take effect on the date that formal regulatory approval is received. No amendments to any other terms of your Contract are proposed. However, if there is any difference or inconsistency between the Additional Terms and your Contract as at the date of this letter, the Additional Terms will prevail.

Please sign the enclosed copy of this letter to confirm your agreement to the terms of this letter and the variation of the terms of your Contract as set out in this letter. Please return your signed letter to Averil Hamilton. You are required to keep the terms of this letter confidential.

No person other than the parties to this letter or any other Group Company shall have any right to enforce any term of this letter under the Contracts (Rights of Third Parties) Act 1999. The consent of any Group Company that is not a party to this letter shall not be required to vary or rescind the terms of this letter.

Please do not hesitate to contact me should you have any queries regarding this matter. Yours sincerely

/s/Averil Hamilton  
Averil Hamilton

**For and on behalf of T. Rowe Price International Ltd**

I confirm that I agree to the changes to my Contract as detailed in this letter.

Signature: /s/ Justin Thomson  
Print Name: Justin Thomson

Date: December 31, 2020

INVEST WITH CONFIDENCE®

## SUMMARY OF COMPENSATION ARRANGEMENTS

Glenn R. August, an executive officer of T. Rowe Price Group, Inc. (the “Corporation”)<sup>1</sup> and the Chief Executive Officer of the Corporation’s subsidiary, Oak Hill Advisors, L.P. (“OHA”) is eligible to receive, in addition to compensation that may be awarded by the Corporation from time to time, payments from OHA and entities affiliated with OHA, as follows:

### *OHA Compensation Payments*

Mr. August is entitled to participate annually in OHA’s total compensation pool, which pool is calculated as an established percentage of (i) management fees and current performance fees paid to OHA, (ii) deferred performance fees for OHA’s funds in existence at December 29, 2021, and (iii) deferred performance fees for OHA’s future funds (including certain funds formed prior to December 29, 2021 but intended to launch after December 29, 2021). For the avoidance of doubt, compensation to be paid is based on realized deferred performance fees.

### *Carried Interest*

Mr. August is entitled to receive distributions in respect of his equity ownership in carried interest vehicles established from time to time in respect of OHA funds.

### *Benefit Plans and Other Arrangements*

Mr. August is entitled to (a) participate in OHA’s broad-based benefit programs generally available to its salaried employees, including health, disability and life insurance programs, and 401(k) retirement plan; and (b) receive certain perquisites that may be offered by OHA from time to time.

Mr. August is entitled to participate in payments that may be made by the Corporation pursuant to a Value Creation Agreement dated as of December 29, 2021 by and among Mr. August, the Corporation and certain other senior partners of OHA.

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<sup>1</sup> Mr. August became an executive officer and a director of the Corporation on December 30, 2021 in connection with the Corporation’s acquisition of OHA.

Form of Lockup Agreement – Senior Partners

**Lockup Agreement**

\_\_\_\_\_, 2021

T. Rowe Price Group, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202

Ladies and Gentlemen:

This letter agreement (this “**Letter Agreement**”) is being delivered to T. Rowe Price Group, Inc., a Maryland corporation (“**PubCo**”), in accordance with Section 2.3(g)(i) of that certain Transaction Agreement, dated as of October 28, 2021 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the “**Transaction Agreement**”), by and among by and among (i) PubCo, (ii) T. Rowe Price Associates, Inc., a Maryland corporation (“**Buyer 2**”), (iii) TRPH Corporation, a Maryland corporation (“**Buyer 3**” and, together with PubCo and Buyer 2, the “**Buyers**”), (iv) Omega Merger Sub, Inc., a wholly owned subsidiary of Buyer 1 (“**Merger Sub 1**”), (v) Omega Merger Sub 2, Inc., a wholly owned subsidiary of Buyer 1 (“**Merger Sub 2**”), (vi) Omega Merger Sub 3, LLC, a wholly owned subsidiary of Buyer 1 (“**Merger Sub 3**” and, together with Merger Sub 1 and Merger Sub 2, the “**Merger Subs**”), (vii) Oak Hill Advisors, L.P., a Delaware limited partnership, (viii) Oak Hill Advisors GenPar, L.P., a Delaware limited partnership, and (ix) the other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Transaction Agreement.

In order to induce the Buyers and Merger Subs to enter into the Transaction Agreement and the transactions contemplated therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the “**OHA Partner**”<sup>1</sup>) hereby agrees with PubCo as follows:

**Lock-Up**

1. Subject to the exceptions set forth herein, the OHA Partner agrees that it shall not effectuate any Transfer of any Buyer Stock issued pursuant to the Transaction Agreement until the earlier of (a) the OHA Partner’s termination without “Cause” or resignation with “Good Reason” (each as defined in the OHA Partner’s employment agreement) (each, a “**Termination Event**”) and (b) the first anniversary after the Closing (the “**Initial Lock-up Period**”) without the prior written consent of PubCo, which may be given or withheld by PubCo in their sole and absolute discretion.

2. Subject to the exceptions set forth herein, following the Initial Lock-up Period and until the earlier of (a) a Termination Event and (b) the third anniversary of the Closing (“**Subsequent Lock-up Period**”), the OHA Partner agrees that it shall not effectuate any Transfer of Buyer Stock in excess of 20% of the aggregate Buyer Stock issued to the OHA Partner pursuant to the Transaction Agreement at the Closing without the prior written consent of PubCo, which may be given or withheld by PubCo in their sole and absolute discretion.

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<sup>1</sup> OHA Partner to include the affiliates of the OHA Partner who receive shares of T. Rowe Price Group, Inc. Stock pursuant to the Transaction Agreement.

[Signature Page to Lockup Agreement]

3. Subject to the exceptions set forth herein, following the Subsequent Lock-Up Period and until the fifth anniversary of the Closing (the “**Final Lock-up Period**”), if the OHA Partner desires to Transfer Buyer Stock issued to the OHA Partner pursuant to the Transaction Agreement with a value, either individually or in the aggregate pursuant to a series of related transactions, greater than \$5,000,000 (in each case, a “**ROFO Sale**”), the OHA Partner shall first offer PubCo (or their designee) the right to purchase such Buyer Stock within the ROFO Exercise Period (as defined below) by delivering written notice to PubCo (a “**ROFO Sale Notice**”). A ROFO Sale Notice shall state the proposed number of shares of Buyer Stock to be Transferred by the OHA Partner (the “**ROFO Shares**”). Within fifteen (15) days of receipt of the ROFO Sale Notice (the “**ROFO Exercise Period**”), PubCo may elect to purchase all of such ROFO Shares by delivering a written notice to the OHA Partner (the “**ROFO Acceptance Notice**”). The closing of any such repurchase of the ROFO Shares shall occur on the third Business Day following the delivery of the ROFO Acceptance Notice. The price per ROFO Share in any ROFO Sale shall be based on the arithmetic average of the VWAP for the Buyer Stock for the five (5) consecutive Trading Days up to and including the date the ROFO Sale Notice is delivered to PubCo (subject to adjustments for any splits, combinations or reclassifications). If PubCo does not furnish a ROFO Acceptance Notice that complies with the above requirements, including the ROFO Exercise Period, shall be deemed to have waived all of PubCo’s rights to purchase such ROFO Shares under this paragraph 3 and the OHA Partner shall thereafter be free to Transfer the ROFO Shares to any other Person without any further obligation to PubCo pursuant to this paragraph 3.

4. Notwithstanding the provisions set forth in paragraphs]1, 2 and 3 of this Letter Agreement, Transfers of the Buyer Stock are permitted (a) to the OHA Partner’s family members, including by gift to a member of the OHA Partner’s immediate family or to a trust, the beneficiary of which is a member of the OHA Partner’s immediate family, an Affiliate of such person (or if the OHA Partner is an entity, to the members, partners or other equity owners of such entity) or to a charitable organization (including donor-advised charitable contributions); (b) by virtue of laws of descent and distribution upon death of the OHA Partner; (c) pursuant to a qualified domestic relations order, divorce settlement, divorce decree or separation agreement; (d) for any other bona fide estate planning purposes; (e) in connection with a court order or order from a Governmental Authority requiring the sale of such securities; (f) transactions relating to Buyer Stock or other securities convertible into or exercisable or exchangeable for Buyer Stock acquired in open market transactions after the Closing, *provided*, that no such transaction shall be voluntarily publicly announced or if required to be disclosed, such disclosure shall indicate that such transaction was made in accordance with this exception; (g) transactions in the event of completion of a liquidation, merger, stock exchange, tender offer or other similar transaction which results in the OHA Partner having the right to exchange their shares of Buyer Stock for cash, securities or other property; [*for Messrs. August and Bohnsack*: (h) transactions to satisfy any U.S. federal, state, or local income tax obligations of the OHA Partner arising from a change in the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or the U.S. Treasury Regulations promulgated thereunder (the “**Regulations**”) after the date on which the Transaction Agreement was executed by the parties, and such change prevents the Mergers from qualifying as a “reorganization” pursuant to Section 368 of the Code (and the Mergers do not qualify for similar tax-free treatment pursuant to any successor or other provision of the Code or Regulations taking into account such changes), in each case, solely to the extent necessary to cover any tax liability as a result of the Mergers]; (i) in the case of an entity, Transfers to a stockholder partner or member of such entity; (j) in the case of an entity, Transfers by virtue of the laws of the state of the entity’s organization and the entity’s organizational documents upon dissolution of the entity; and (k) the establishment of a trading plan that meets the requirements of Rule 10b5-1(c) under the Exchange Act (a “Trading Plan”); *provided, however*, that (A) no sales of securities shall be made by the OHA Partner pursuant to such Trading Plan during the Initial Lock-Up Period, and (B) (i) no public announcement or filing shall be made voluntarily regarding such plan during the Initial Lock-Up Period or (ii) if any public announcement is

[Signature Page to Lockup Agreement]

required of or voluntarily made by or on behalf of the OHA Partner regarding such plan, then such announcement or filing shall include a statement to the effect that no Transfer may be made under such plan during the Initial Lock-Up Period; *provided, however*, that in the case of clauses (a) through (d), the permitted transferees must enter into a written agreement agreeing to be bound by the transfer restrictions and the other restrictions contained in this Letter Agreement. As used herein, “immediate family” shall mean a spouse, domestic partner, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister (or any spouse of the foregoing) of the OHA Partner.

5. As used herein, “**Transfer**” shall mean the (a) direct or indirect sale or assignment of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b); *provided, however*, that nothing in this Letter Agreement shall prevent (i) a pledge or hypothecation of any Buyer Stock as collateral to a third party loan or (ii) a Transfer to an Affiliate provided that such transferee (x) agrees to be bound to the terms and conditions of this Letter Agreement and (y) executes a joinder to this Letter Agreement in a form reasonably acceptable to PubCo and the OHA Partner.

### **Covenants of the PubCo**

6. For as long as OHA Partner holds Buyer Stock or may be deemed an affiliate of PubCo, PubCo will use commercially reasonable efforts to file all reports necessary to enable OHA Partner to resell such Common Shares pursuant to Rule 144 under the Securities Act. In connection with any sale, assignment, transfer or other disposition of such Buyer Stock by the OHA Partner Purchaser pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that such Buyer Stock held by the OHA Partner become freely tradable and upon compliance by OHA Partner with the requirements of this Agreement, if requested by OHA Partner, PubCo shall use commercially reasonable efforts to cause PubCo’s transfer agent to remove any restrictive legends related to the book entry account holding such Buyer Stock and make a new, unlegended entry for such book entry Buyer Stock sold or disposed of without restrictive legends within two (2) trading days of any such request therefor from OHA Partner; *provided*, that PubCo and the transfer agent have timely received from OHA Partner customary representations and other documentation reasonably acceptable to PubCo and the transfer agent in connection therewith. Subject to receipt from OHA Partner by PubCo and the transfer agent of customary representations and other documentation reasonably acceptable to PubCo and the transfer agent in connection therewith, including, if required by the transfer agent, an opinion of PubCo’s counsel, in a form reasonably acceptable to the transfer agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, OHA Partner may request that PubCo shall remove any legend from the share certificate, book-entry position or other instrument evidencing its Buyer Stock following the earliest of such time as such Common Shares (i) have been or are about to be sold or transferred pursuant to an effective registration statement, (ii) have been or are about to be sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) or any successor provision without the requirement for PubCo to be in compliance with the current public information requirement under Rule 144 and without volume or manner-of-sale restrictions applicable to the sale or transfer of such Buyer Stock. If restrictive legends are no longer required for such Buyer Stock pursuant to the foregoing, PubCo shall, in accordance with the provisions of this section and within two (2) trading days of any request therefor from OHA Partner accompanied by such

[Signature Page to Lockup Agreement]

customary and reasonably acceptable representations and other documentation referred to above establishing that restrictive legends are no longer required, deliver to the transfer agent irrevocable instructions that the transfer agent shall make a new, unlegended entry for such book entry Buyer Stock. PubCo shall be responsible for the fees of its transfer agent and all DTC fees associated with such issuance.

7. [For Mr. August only: If, after the date of this Letter Agreement, PubCo enters into an agreement with an investor in PubCo providing for registration rights with respect to shares of Buyer Stock, then PubCo shall grant “piggyback” registration rights to GRA on at least a pari passu basis with the other holders party to such agreement; provided that (a) such investor beneficially owns a number of shares of Buyer Stock equal to or less than the sum of (1) the number of shares beneficially owned by GRA plus (2) one million (1,000,000) shares of Buyer Stock; provided further that PubCo shall not be required to grant such piggyback registration rights to GRA pursuant to this paragraph, and any piggyback registration rights that were theretofore granted to GRA pursuant to this paragraph shall terminate, if at any time after the Closing (x) GRA beneficially owns less than 25% of the number of shares of Buyer Stock beneficially owned by GRA immediately following the Closing or (y) the Rule 144 volume restrictions no longer apply to the sale or transfer of the shares of Buyer Stock beneficially owned by GRA.]

### **Miscellaneous**

8. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

9. No party hereto may assign either this Letter Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other parties hereto. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the OHA Partner and each of its successors, heirs, assigns and permitted transferees.

10. The OHA Partner hereby represents and warrants that (i) if it is a corporation, partnership, limited liability company or other business entity, it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, (ii) he, she or it has full power and authority to enter into this Letter Agreement and (iii) this Letter Agreement has been duly and validly executed and delivered by the OHA Partner and constitutes the legal, valid and binding obligation of the OHA Partner, enforceable against the OHA Partner in accordance with its terms, subject to laws of general application related to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief and other equitable remedies. All authority herein conferred or agreed to be conferred and any obligations of the OHA Partner shall be binding upon the successors, assigns, heirs or personal representatives of the OHA Partner.

11. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of the State of

[Signature Page to Lockup Agreement]

Delaware, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive, (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum and (iii) irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Letter Agreement and for any counterclaim with respect thereto.

12. The OHA Partner agrees and consents to the entry of stop transfer instructions with PubCo's transfer agent and registrar against the shares of Buyer Stock or securities convertible into or exchangeable or exercisable into shares of Buyer Stock to give effect to the provisions of this Letter Agreement.

13. Each of the parties hereto agrees and acknowledges that, in the event of any breach of this Agreement by a party of his, her or its obligations under this Letter Agreement: (i) the non-breaching party would be irreparably injured; (ii) monetary damages may not be an adequate remedy for such breach; and (iii) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity.

14. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery, by electronic mail, pdf or facsimile transmission.

15. This Letter Agreement shall terminate upon the expiration of the Final Lock-up Period.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Letter Agreement as of the date first written above.

**[OHA PARTNER]**

By:  
Name:  
Title:

Acknowledged and Agreed:

**T. ROWE PRICE GROUP, INC.**

By:  
Name:  
Title:

*[Signature Page to Lockup Agreement]*

Form of Lockup Agreement – Other Sellers

**Lockup Agreement**

\_\_\_\_\_, 2021

T. Rowe Price Group, Inc.  
100 East Pratt Street  
Baltimore, Maryland 21202

Ladies and Gentlemen:

This letter agreement (this “**Letter Agreement**”) is being delivered to T. Rowe Price Group, Inc., a Maryland corporation (“**PubCo**”), in accordance with Section 2.3(g)(i) of that certain Transaction Agreement, dated as of October 28, 2021 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the “**Transaction Agreement**”), by and among by and among (i) PubCo, (ii) T. Rowe Price Associates, Inc., a Maryland corporation (“**Buyer 2**”), (iii) TRPH Corporation, a Maryland corporation (“**Buyer 3**” and, together with PubCo and Buyer 2, the “**Buyers**”), (iv) Omega Merger Sub, Inc., a wholly owned subsidiary of Buyer 1 (“**Merger Sub 1**”), (v) Omega Merger Sub 2, Inc., a wholly owned subsidiary of Buyer 1 (“**Merger Sub 2**”), (vi) Omega Merger Sub 3, LLC, a wholly owned subsidiary of Buyer 1 (“**Merger Sub 3**” and, together with Merger Sub 1 and Merger Sub 2, the “**Merger Subs**”), (vii) Oak Hill Advisors, L.P., a Delaware limited partnership, (viii) Oak Hill Advisors GenPar, L.P., a Delaware limited partnership, and (ix) the other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Transaction Agreement.

In order to induce the Buyers and Merger Subs to enter into the Transaction Agreement and the transactions contemplated therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (the “**OHA Partner**”<sup>1</sup>) hereby agrees with PubCo as follows:

**Lock-Up**

1. Subject to the exceptions set forth herein, the OHA Partner agrees that it shall not effectuate any Transfer of any Buyer Stock issued pursuant to the Transaction Agreement until the earlier of (a) the OHA Partner’s termination without “Cause” or resignation with “Good Reason” (each as defined in the OHA Partner’s employment agreement) (each, a “**Termination Event**”) and (b) the first anniversary after the Closing (the “**Lock-up Period**”) without the prior written consent of PubCo, which may be given or withheld by PubCo in their sole and absolute discretion.

2. Notwithstanding the provisions set forth in paragraph 1, of this Letter Agreement, Transfers of the Buyer Stock are permitted (a) to the OHA Partner’s family members, including by gift to a member of the OHA Partner’s immediate family or to a trust, the beneficiary of which is a member of the OHA Partner’s immediate family, an Affiliate of such person (or if the OHA Partner is an entity, to the members, partners or other equity owners of such entity) or to a charitable organization (including donor-advised charitable contributions); (b) by virtue of laws of descent and distribution upon death of the OHA Partner; (c) pursuant to a qualified domestic relations order, divorce settlement, divorce decree or separation agreement; (d) for any other

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<sup>1</sup> OHA Partner to include the affiliates of the OHA Partner who receive shares of T. Rowe Price Group, Inc. Stock pursuant to the Transaction Agreement.

[Signature Page to Lockup Agreement]

bona fide estate planning purposes; (e) in connection with a court order or order from a Governmental Authority requiring the sale of such securities; (f) transactions relating to Buyer Stock or other securities convertible into or exercisable or exchangeable for Buyer Stock acquired in open market transactions after the Closing, *provided*, that no such transaction shall be voluntarily publicly announced or if required to be disclosed, such disclosure shall indicate that such transaction was made in accordance with this exception; (g) transactions in the event of completion of a liquidation, merger, stock exchange, tender offer or other similar transaction which results in the OHA Partner having the right to exchange their shares of Buyer Stock for cash, securities or other property; (h) in the case of an entity, Transfers to a stockholder partner or member of such entity; (i) in the case of an entity, Transfers by virtue of the laws of the state of the entity's organization and the entity's organizational documents upon dissolution of the entity; and (j) the establishment of a trading plan that meets the requirements of Rule 10b5-1(c) under the Exchange Act (a "Trading Plan"); *provided, however*, that (A) no sales of securities shall be made by the OHA Partner pursuant to such Trading Plan during the Lock-Up Period, and (B) (i) no public announcement or filing shall be made voluntarily regarding such plan during the Lock-Up Period or (ii) if any public announcement is required of or voluntarily made by or on behalf of the OHA Partner regarding such plan, then such announcement or filing shall include a statement to the effect that no Transfer may be made under such plan during the Lock-Up Period; *provided, however*, that in the case of clauses (a) through (d), the permitted transferees must enter into a written agreement agreeing to be bound by the transfer restrictions and the other restrictions contained in this Letter Agreement. As used herein, "immediate family" shall mean a spouse, domestic partner, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister (or any spouse of the foregoing) of the OHA Partner.

3. As used herein, "**Transfer**" shall mean the (a) direct or indirect sale or assignment of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b); *provided, however*, that nothing in this Letter Agreement shall prevent (i) a pledge or hypothecation of any Buyer Stock as collateral to a third party loan or (ii) a Transfer to an Affiliate provided that such transferee (x) agrees to be bound to the terms and conditions of this Letter Agreement and (y) executes a joinder to this Letter Agreement in a form reasonably acceptable to PubCo and the OHA Partner.

### **Covenants of the PubCo**

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**For as long as OHA Partner holds Buyer Stock or may be deemed an affiliate of PubCo, PubCo will use commercially reasonable efforts to file all reports necessary to enable OHA Partner to resell such Common Shares pursuant to Rule 144 under the Securities Act. In connection with any sale, assignment, transfer or other disposition of such Buyer Stock by the OHA Partner Purchaser pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that such Buyer Stock held by the OHA Partner become freely tradable and upon compliance by OHA Partner with the requirements of this Agreement, if requested by OHA Partner, PubCo shall use commercially reasonable efforts to cause PubCo's transfer agent to remove any restrictive legends related to the book entry account holding such Buyer Stock and make a new, unlegended entry for such book entry Buyer Stock sold or disposed of without restrictive legends within two (2) trading days of any such request therefor from OHA Partner; provided, that PubCo and the transfer agent have timely received from OHA Partner customary representations and other documentation reasonably acceptable to PubCo and the transfer agent in connection therewith. Subject to receipt from OHA Partner by PubCo and the transfer agent of customary representations and other documentation reasonably acceptable to PubCo and the transfer agent in connection therewith, including, if required by the transfer agent, an opinion of PubCo's counsel, in a form reasonably acceptable to the transfer agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, OHA Partner may request that PubCo shall remove any legend from the share certificate, book-entry position or other instrument evidencing its Buyer Stock following the earliest of such time as such Common Shares (i) have been or are about to be sold or transferred pursuant to an effective registration statement, (ii) have been or are about to be sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) or any successor provision without the requirement for PubCo to be in compliance with the current public information requirement under Rule 144 and without volume or manner-of-sale restrictions applicable to the sale or transfer of such Buyer Stock. If restrictive legends are no longer required for such Buyer Stock pursuant to the foregoing, PubCo shall, in accordance with the provisions of this section and within two (2) trading days of any request therefor from OHA Partner accompanied by such customary and reasonably acceptable representations and other documentation referred to above establishing that restrictive legends are no longer required, deliver to the transfer agent irrevocable instructions that the transfer agent shall make a new, unlegended entry for such book entry Buyer Stock. PubCo shall be responsible for the fees of its transfer agent and all DTC fees associated with such issuance.**Miscellaneous

4. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

5. No party hereto may assign either this Letter Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other parties hereto. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the OHA Partner and each of its successors, heirs, assigns and permitted transferees.

6. The OHA Partner hereby represents and warrants that (i) if it is a corporation, partnership, limited liability company or other business entity, it is duly organized and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation,

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(ii) he, she or it has full power and authority to enter into this Letter Agreement and (iii) this Letter Agreement has been duly and validly executed and delivered by the OHA Partner and constitutes the legal, valid and binding obligation of the OHA Partner, enforceable against the OHA Partner in accordance with its terms, subject to laws of general application related to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief and other equitable remedies. All authority herein conferred or agreed to be conferred and any obligations of the OHA Partner shall be binding upon the successors, assigns, heirs or personal representatives of the OHA Partner.

7. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of the State of Delaware, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive, (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum and (iii) irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Letter Agreement and for any counterclaim with respect thereto.

8. The OHA Partner agrees and consents to the entry of stop transfer instructions with PubCo's transfer agent and registrar against the shares of Buyer Stock or securities convertible into or exchangeable or exercisable into shares of Buyer Stock to give effect to the provisions of this Letter Agreement.

9. Each of the parties hereto agrees and acknowledges that, in the event of any breach of this Agreement by a party of his, her or its obligations under this Letter Agreement: (i) the non-breaching party would be irreparably injured; (ii) monetary damages may not be an adequate remedy for such breach; and (iii) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity.

10. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery, by electronic mail, pdf or facsimile transmission.

11. This Letter Agreement shall terminate upon the expiration of the Lock-up Period.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Letter Agreement as of the date first written above.

**[OHA PARTNER]**

By:  
Name:  
Title:

Acknowledged and Agreed:

*[Signature Page to Lockup Agreement]*

**T. ROWE PRICE GROUP, INC.**

By:  
Name:  
Title:

*[Signature Page to Lockup Agreement]*

<b>Subsidiary companies <sup>(1)</sup></b>	<b>Place of incorporation</b>
T. Rowe Price Advisory Services, Inc.	Maryland
T. Rowe Price Associates, Inc.	Maryland
TRP Suburban, Inc.	Maryland
TRP Suburban Second, Inc.	Maryland
TRP Colorado Springs, LLC	Maryland
TRP Office Florida, LLC	Maryland
T. Rowe Price Trust Company	Maryland
T. Rowe Price Investment Services, Inc.	Maryland
T. Rowe Price Services, Inc.	Maryland
T. Rowe Price Retirement Plan Services, Inc.	Maryland
T. Rowe Price (Canada), Inc.	Maryland
T. Rowe Price Investment Management, Inc.	Maryland
TRPH Corporation	Maryland
T. Rowe Price Exchange-Traded Funds, Inc.	Maryland
T. Rowe Price Global Funds, Inc.	Maryland
T. Rowe Price International Funds, Inc.	Maryland
T. Rowe Price Multi-Sector Account Portfolios, Inc.	Maryland
T. Rowe Price Retirement Funds, Inc.	Maryland
T. Rowe Price Funds SICAV	Luxembourg
T. Rowe Price International Ltd	United Kingdom
T. Rowe Price UK Ltd.	United Kingdom
T. Rowe Price Hong Kong Limited	Hong Kong
T. Rowe Price Singapore Private Ltd.	Singapore
T. Rowe Price (Switzerland) GmbH	Switzerland
T. Rowe Price (Luxembourg) Management Sarl	Luxembourg
T. Rowe Price Japan, Inc.	Japan
T. Rowe Price Australia, Ltd.	Australia
T. Rowe Price Investment Consulting (Shanghai) Co., Ltd.	China
Oak Hill Advisors, L.P.	Delaware
Oak Hill Advisors (Australia) Pty Ltd	Australia
Oak Hill Advisors (Hong Kong) Limited	Hong Kong
Oak Hill Advisors Sarl Luxembourg	Luxembourg
Oak Hill Advisors (U.K. Services), Limited	United Kingdom
Oak Hill Advisors (Europe), LLP	United Kingdom
OHA (UK), LLP	United Kingdom

<sup>(1)</sup>Other subsidiaries have been omitted because, when considered in the aggregate, they do not constitute a significant subsidiary.

## CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the registration statements (No. 333-7012, No. 333-59714, No. 333-120882, No. 333-120883, No. 333-142092, No. 333-167317, No. 333-180904, No. 333-199560, No. 333-212705, No. 333-217483, and No. 333-238319) on Form S-8 of T. Rowe Price Group, Inc. of our reports dated February 24, 2022, with respect to the consolidated financial statements of T. Rowe Price Group, Inc. and the effectiveness of internal control over financial reporting which reports appear in the Form 10-K of T. Rowe Price Group, Inc. dated December 31, 2021.

/s/ KPMG LLP

Baltimore, Maryland

February 24, 2022

I, Robert W. Sharps, certify that:

1. I have reviewed this Form 10-K Annual Report for the fiscal year ended December 31, 2021 of T. Rowe Price Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 24, 2022

/s/ Robert W. Sharps  
Chief Executive Officer and President

I, Jennifer B. Dardis, certify that:

1. I have reviewed this Form 10-K Annual Report for the fiscal year ended December 31, 2021 of T. Rowe Price Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 24, 2022

/s/ Jennifer B. Dardis

Vice President, Chief Financial Officer and Treasurer

We certify, to the best of our knowledge, based upon a review of the Form 10-K Annual Report for the fiscal year ended December 31, 2021, of T. Rowe Price Group, Inc., that:

- (1) The Form 10-K Annual Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Form 10-K Annual Report fairly presents, in all material respects, the financial condition and results of operations of T. Rowe Price Group, Inc.

February 24, 2022

/s/ Robert W. Sharps  
Chief Executive Officer and President

/s/ Jennifer B. Dardis  
Vice President, Chief Financial Officer and Treasurer