Och-Ziff Capital Management Group LLC (OZM)

10-Q
Quarterly report pursuant to sections 13 or 15(d)
Filed on 08/02/2012
Filed Period 06/30/2012

Table of Contents

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

FORM 10-Q

(Mark One)

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

For the Quarterly Period Ended June 30, 2012

OR

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

Commission File Number 001-33805

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

(Exact Name of Registrant as Specified in its Charter)

Delaware	**26-0354783**
(State of Incorporation)	**(I.R.S. Employer Identification Number)**

9 West 57th Street, New York, New York 10019
(Address of Principal Executive Offices)

Registrant's telephone number: (212) 790-0041

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post 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	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

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

As of July 25, 2012, there were 141,618,443 Class A Shares and 274,286,008 Class B Shares outstanding.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

TABLE OF CONTENTS

In this quarterly report, references to "Och-Ziff," "our Company," "the Company," "the firm," "we," "us," or "our" refer, unless the context requires otherwise, to Och-Ziff Capital Management Group LLC, a Delaware limited liability company, and its consolidated subsidiaries, including the Och-Ziff Operating Group. References to the "Och-Ziff Operating Group" refer, collectively, to OZ Management LP, a Delaware limited partnership, which we refer to as "OZ Management," OZ Advisors LP, a Delaware limited partnership, which we refer to as "OZ Advisors I," OZ Advisors II LP, a Delaware limited partnership, which we refer to as "OZ Advisors II," and their consolidated subsidiaries. References to our "intermediate holding companies" refer, collectively, to Och-Ziff Holding Corporation, a Delaware corporation, which we refer to as "Och-Ziff Corp," and Och-Ziff Holding LLC, a Delaware limited liability company, which we refer to as "Och-Ziff Holding," both of which are wholly owned subsidiaries of Och-Ziff Capital Management Group LLC.

References to our "executive managing directors" refer to the current limited partners of the Och-Ziff Operating Group entities other than the Ziffs and our intermediate holding companies, and include our founder, Mr. Daniel S. Och, except where the context requires otherwise. References to the "Ziffs" refer collectively to Ziff Investors Partnership, L.P. II and certain of its affiliates and control persons.

References to "Class A Shares" refer to our Class A Shares, representing Class A limited liability company interests of Och-Ziff Capital Management Group LLC, which are publicly traded and listed on the New York Stock Exchange. References to "Class B Shares" refer to Class B Shares of Och-Ziff Capital Management Group LLC, which are not publicly traded, are currently held solely by our executive managing directors and have no economic rights but entitle the holders thereof to one vote per share together with the holders of our Class A Shares.

References to our "IPO" refer to our initial public offering of 36.0 million Class A Shares that occurred in November 2007. References to the "2007 Offerings" refer collectively to our IPO and the concurrent private offering of approximately 38.1 million Class A Shares to DIC Sahir Limited, a wholly owned subsidiary of Dubai International Capital LLC. References to the "2011 Offering" refer to the public offering of 33.3 million Class A Shares that occurred in November 2011.

References to "our funds" or the "Och-Ziff funds" refer to the hedge funds and other alternative investment vehicles for which we provide asset management services. References to "Special Investments" refer to investments that we, as investment manager, believe lack a readily ascertainable market value, are illiquid or should be held until the resolution of a special event or circumstance.

No statements herein, available on our website or in any of the materials we file with the Securities and Exchange Commission, which we refer to as the "SEC," constitute or should be viewed as constituting an offer of any Och-Ziff fund.

Forward-Looking Statements

Some of the statements under "Part I — Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations," "Part I — Item 3. Quantitative and Qualitative Disclosures About Market Risk," and "Part II — Item 1A. Risk Factors" and elsewhere in this quarterly report may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, which we refer to as the "Securities Act," and Section 21E of the Securities Exchange Act of 1934, as amended, which we refer to as the "Exchange Act," that reflect our current views with respect to, among other things, future events and financial performance. We generally identify forward-looking statements by terminology such as "outlook," "believe," "expect," "potential," "continue," "may," "will," "should," "could," "seek," "approximately," "predict," "intend," "plan," "estimate," "anticipate," "opportunity," "comfortable," "assume," "remain," "maintain," "sustain," "achieve," "see," "think," "position" or the negative version of those words or other comparable words.

Any forward-looking statements contained herein are based upon historical information and on our current plans, estimates and expectations. The inclusion of this or other forward-looking information should not be regarded as a representation by us or any other person that the future plans, estimates or expectations contemplated by us will be achieved. We caution that forward-looking statements are subject to numerous assumptions, estimates, risks and uncertainties, including but not limited to the following: global economic, business, market and geopolitical conditions, including Euro-zone sovereign debt issues; U.S. and foreign regulatory developments relating to, among other things, financial institutions and markets, government oversight and taxation; conditions impacting the alternative asset management industry; our ability to successfully compete for fund investors, assets, professional talent and investment opportunities; our ability to retain our executive managing directors, managing directors and other investment professionals; our successful formulation and execution of our business and growth strategies; our ability to appropriately manage conflicts of interest and tax and other regulatory factors relevant to our business; and assumptions relating to our operations, investment performance, financial results, financial condition, business prospects, growth strategy and liquidity.

If one or more of these or other risks or uncertainties materialize, or if our assumptions or estimates prove to be incorrect, our actual results may vary materially from those indicated in these statements. These factors are not and should not be construed as exhaustive and should be read in conjunction with the other cautionary statements and risks that are included in our filings with the SEC, including but not limited to our annual report on Form 10-K for the year ended December 31, 2011 filed on February 27, 2012, which we refer to as our "Annual Report."

There may be additional risks, uncertainties and factors that we do not currently view as material or that are not known. The forward-looking statements contained in this quarterly report are made only as of the date of this report. We do not undertake to update any forward-looking statement, whether because of new information, future developments or otherwise.

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

CONSOLIDATED BALANCE SHEETS — UNAUDITED

	June 30, 2012	December 31, 2011
	(dollars in thousands)	
Assets		
Cash and cash equivalents	$ 171,207	$ 149,011
Income and fees receivable	37,017	74,640
Due from related parties	2,036	2,135
Deferred income tax assets	951,045	965,520
Other assets, net	72,169	79,840
Assets of consolidated Och-Ziff funds:		
Investments, at fair value	1,083,345	729,152
Other assets of Och-Ziff funds	23,360	43,805
Total Assets	**$ 2,340,179**	**$ 2,044,103**
Liabilities and Shareholders' Equity		
Liabilities		
Due to related parties	$ 764,276	$ 759,056
Debt obligations	389,990	383,685
Compensation payable	7,681	107,384
Other liabilities	74,768	58,510
Liabilities of consolidated Och-Ziff funds:		
Securities sold under agreements to repurchase	140,925	101,563
Other liabilities of Och-Ziff funds	42,924	1,540
Total Liabilities	**$ 1,420,564**	**$ 1,411,738**
Commitments and Contingencies (Note 12)		
Shareholders' Equity		
Class A Shares, no par value, 1,000,000,000 shares authorized, 141,538,557 and 139,341,965 shares issued and outstanding as of June 30, 2012 and December 31, 2011, respectively	—	—
Class B Shares, no par value, 750,000,000 shares authorized, 274,286,008 shares issued and outstanding as of June 30, 2012 and December 31, 2011	—	—
Paid-in capital	2,686,861	2,419,287
Accumulated deficit	(3,035,650)	(2,776,374)
Accumulated other comprehensive loss	—	(49)
Shareholders' deficit attributable to Class A Shareholders	(348,789)	(357,136)
Shareholders' equity attributable to noncontrolling interests	1,268,404	989,501
Total Shareholders' Equity	**$ 919,615**	**$ 632,365**
Total Liabilities and Shareholders' Equity	**$ 2,340,179**	**$ 2,044,103**

See notes to consolidated financial statements.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS — UNAUDITED

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Revenues				
Management fees	$ 127,492	$ 128,344	$ 249,574	$ 249,690
Incentive income	18,414	6,867	19,635	13,833
Other revenues	220	678	584	1,036
Income of consolidated Och-Ziff funds	32,296	11,396	49,553	21,134
Total Revenues	**178,422**	**147,285**	**319,346**	**285,693**
Expenses				
Compensation and benefits	41,321	61,243	82,191	120,448
Reorganization expenses	398,416	399,312	796,832	805,167
Interest expense	1,212	1,843	2,455	3,891
General, administrative and other	32,252	27,319	61,200	52,424
Expenses of consolidated Och-Ziff funds	2,939	2,480	5,051	3,930
Total Expenses	**476,140**	**492,197**	**947,729**	**985,860**
Other Income				
Net gains (losses) on investments in Och-Ziff funds and joint ventures	(382)	36	(288)	212
Change in deferred income of consolidated Och-Ziff funds	(7,055)	(649)	(22,427)	(2,975)
Net gains of consolidated Och-Ziff funds	8,864	2,912	85,276	11,199
Total Other Income	**1,427**	**2,299**	**62,561**	**8,436**
Loss Before Income Taxes	**(296,291)**	**(342,613)**	**(565,822)**	**(691,731)**
Income taxes	12,491	9,413	26,895	18,039
Consolidated Net Loss	**(308,782)**	**(352,026)**	**(592,717)**	**(709,770)**
Other Comprehensive Income, Net of Tax				
Foreign currency translation adjustment	192	1	229	19
Total Comprehensive Loss	**$ (308,590)**	**$ (352,025)**	**$ (592,488)**	**$ (709,751)**
Allocation of Consolidated Net Loss				
Class A Shareholders	$ (116,242)	$ (93,362)	$ (238,986)	$ (188,826)
Noncontrolling interests	(192,540)	(258,664)	(353,731)	(520,944)
	$ (308,782)	**$ (352,026)**	**$ (592,717)**	**$ (709,770)**
Allocation of Total Comprehensive Loss				
Class A Shareholders	$ (116,205)	$ (93,361)	$ (238,937)	$ (188,821)
Noncontrolling interests	(192,385)	(258,664)	(353,551)	(520,930)
	$ (308,590)	**$ (352,025)**	**$ (592,488)**	**$ (709,751)**
Net Loss Per Class A Share				
Basic and Diluted	$ (0.82)	$ (0.96)	$ (1.69)	$ (1.94)
Weighted-Average Class A Shares Outstanding				
Basic and Diluted	141,722,881	97,705,327	141,308,533	97,261,490
Dividends Paid per Class A Share	**$ 0.10**	**$ 0.13**	**$ 0.14**	**$ 0.84**

See notes to consolidated financial statements.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY — UNAUDITED

	Och-Ziff Capital Management Group LLC Shareholders							
	Number of Class A Shares	Number of Class B Shares	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss — Foreign Currency Translation Adjustment	Shareholders' Deficit Attributable to Class A Shareholders	Shareholders' Equity Attributable to Noncontrolling Interests	Total Shareholders' Equity
					(dollars in thousands)			
As of December 31, 2011	**139,341,965**	**274,286,008**	**$2,419,287**	**$(2,776,374)**	**$ (49)**	**$ (357,136)**	**$ 989,501**	**$ 632,365**
Capital contributions	—	—	—	—	—	—	202,197	202,197
Capital distributions	—	—	—	—	—	—	(132,624)	(132,624)
Cash dividends declared on Class A Shares	—	—	—	(19,589)	—	(19,589)	—	(19,589)
Dividend equivalents on Class A restricted share units	—	—	701	(701)	—	—	(a)	—
Equity-based compensation	641,094	—	10,111	—	—	10,111	21,881	31,992
Och-Ziff Operating Group A Units exchanged for Class A Shares	1,555,498	—	289	—	—	289	641	930
Impact of amortization of Reorganization charges on capital	—	—	256,473	—	—	256,473	540,359	796,832
Total comprehensive loss	—	—	—	(238,986)	49	(238,937)	(353,551)	(592,488)
As of June 30, 2012	**141,538,557**	**274,286,008**	**$2,686,861**	**$(3,035,650)**	**$ —**	**$ (348,789)**	**$ 1,268,404**	**$ 919,615**

(a) The dividend equivalents on Class A restricted share units impacted noncontrolling interests by increasing the paid-in capital component and increasing the accumulated deficit component of noncontrolling interests each by $1.5 million.

See notes to consolidated financial statements.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS — UNAUDITED

	Six Months Ended June 30,	
	2012	2011
	(dollars in thousands)	
Cash Flows from Operating Activities		
Consolidated net loss	$ (592,717)	$ (709,770)
Adjustments to reconcile consolidated net loss to net cash provided by (used in) operating activities:		
Reorganization expenses	796,832	805,167
Amortization of equity-based compensation	34,075	69,303
Depreciation and amortization	4,679	4,864
Deferred income taxes	20,674	9,372
Operating cash flows due to changes in:		
Income and fees receivable	37,623	437,284
Due from related parties	99	(1,110)
Other assets, net	4,561	5,047
Assets of consolidated Och-Ziff funds	(333,748)	(161,081)
Due to related parties	(51)	(937)
Compensation payable	(99,703)	(135,187)
Other liabilities	16,675	(8,186)
Liabilities of consolidated Och-Ziff funds	80,685	38,186
Net Cash Provided by (Used in) Operating Activities	**(30,316)**	**352,952**
Cash Flows from Investing Activities		
Investments in joint ventures	(2,351)	(1,140)
Return of investments in joint ventures	1,324	—
Repayment of loan to joint venture partners	—	1,750
Purchases of fixed assets	(312)	(1,088)
Net Cash Used in Investing Activities	**(1,339)**	**(478)**
Cash Flows from Financing Activities		
Proceeds from Delayed Draw Term Loan	384,500	—
Repayments of debt obligations	(378,195)	(4,406)
Contributions from noncontrolling interests	202,259	141,298
Distributions to noncontrolling interests	(132,624)	(351,874)
Distribution of deferred balances and related taxes to Mr. Och	—	(1,583)
Dividends on Class A Shares	(19,589)	(81,211)
Withholding taxes paid on vested Class A restricted share units	(2,083)	(3,656)
Principal payments under capital lease obligations	(417)	(422)
Net Cash Provided by (Used in) Financing Activities	**53,851**	**(301,854)**
Net Change in Cash and Cash Equivalents	**22,196**	**50,620**
Cash and Cash Equivalents, Beginning of Period	**149,011**	**117,577**
Cash and Cash Equivalents, End of Period	**$ 171,207**	**$ 168,197**
Supplemental Disclosure of Cash Flow Information		
Cash paid during the period:		
Interest	$ 2,102	$ 3,466
Income taxes	$ 8,124	$ 13,010
Non-cash transactions:		
Capital lease additions	$ —	$ 2,471

See notes to consolidated financial statements.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

1. OVERVIEW

Och-Ziff Capital Management Group LLC (the "Registrant"), a Delaware limited liability company, together with its consolidated subsidiaries (collectively, the "Company"), is a global alternative asset management firm with offices in New York, London, Hong Kong, Beijing and Mumbai. The Company provides asset management services to its investment funds (the "Och-Ziff funds" or the "funds"), which pursue diverse investment opportunities globally. The Och-Ziff funds seek to generate consistent, positive, absolute returns across market cycles, generally with low volatility compared to the equity markets.

The Company's primary sources of revenues are management fees, which are based on the amount of the Company's assets under management, and incentive income, which is based on the investment performance of the funds. Accordingly, for any given period, the Company's revenues will be driven by the combination of assets under management and the investment performance of the Och-Ziff funds.

The Company conducts substantially all of its operations through its one reportable segment, the Och-Ziff Funds segment, which provides asset management services to its hedge funds and other alternative investment vehicles. The Company's assets under management are generally invested on a multi-strategy basis, across multiple geographies, although certain of the Company's funds are focused on specific sectors, strategies or geographies. The primary investment strategies the Company employs in its funds are convertible and derivative arbitrage, corporate credit, long/short equity special situations, merger arbitrage, private investments and structured credit.

The Company's Other Operations are primarily comprised of its real estate business, which provides asset management services to its real estate funds. The businesses included in the Company's Other Operations do not meet the thresholds of reportable business segments under U.S. generally accepted accounting principles ("GAAP").

The Company generates substantially all of its revenues in the United States. The liability of the Company's Class A Shareholders is limited to the extent of their capital contributions.

References to the Company's "executive managing directors" refer to the current limited partners of OZ Management LP, OZ Advisors LP and OZ Advisors II LP (collectively with their consolidated subsidiaries, the "Och-Ziff Operating Group") other than the Ziffs and the Company's intermediate holding companies, and include the Company's founder, Mr. Daniel S. Och, except where the context requires otherwise. References to the "Ziffs" refer collectively to Ziff Investors Partnership, L.P. II and certain of its affiliates and control persons. The Company conducts substantially all of its operations through the Och-Ziff Operating Group.

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

These unaudited, interim, consolidated financial statements are prepared in accordance with GAAP as set forth in the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC"), and should be read in conjunction with the audited consolidated financial statements included in the Company's annual report on Form 10-K for the year ended December 31, 2011. In the opinion of management, all adjustments considered necessary for a fair presentation of the Company's unaudited, interim, consolidated financial statements have been included and are of a normal and recurring nature. The results of operations presented for the interim periods are not necessarily indicative of the results that may be expected for any other interim period or for the entire year, primarily because of the majority of incentive income and discretionary cash bonuses being recorded in the fourth quarter each year. All significant intercompany transactions and balances have been eliminated in consolidation.

Recently Adopted Accounting Pronouncements

In May 2011, the FASB issued Accounting Standards Update ("ASU") 2011-04, *Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in GAAP and IFRSs*. ASU 2011-04 provides clarifying guidance on how to measure fair value and requires additional disclosures regarding fair value measurements. The amendments, among other

things, prohibit the use of blockage factors at all levels of the fair value hierarchy, provide guidance on measuring financial instruments that are managed on a net portfolio basis, and clarify guidance on the application of premiums and discounts in measuring fair value. Additional disclosure requirements include the disclosure of transfers between Level I and Level II, a description of the valuation processes for Level III fair value measurements, as well as additional information regarding unobservable inputs affecting Level III measurements. The amendments were effective for the Company beginning in the first quarter of 2012. The adoption of the new requirements in ASU 2011-04 did not have a material impact on the Company's financial position or results of operations.

In June 2011, the FASB issued ASU 2011-05, *Presentation of Comprehensive Income*. ASU 2011-05 requires entities to present the components of net income, the components of other comprehensive income and the total of comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Regardless of the option chosen, the entity is required to present items that are reclassified between net income and other comprehensive income on the face of the financial statements where the components of net income and the components of other comprehensive income are presented. This amendment eliminates the option to present the components of other comprehensive income solely within the statement of changes in stockholders' equity. In December 2011, the FASB issued ASU 2011-12, *Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05*, to defer the effective date for the requirement to present reclassification of items out of other comprehensive income on the face of the income statement. Because of the deferral, entities would continue to report reclassifications out of accumulated other comprehensive income consistent with the requirements in effect before adoption of ASU 2011-05. The requirements of ASU 2011-05 and the deferral provided in ASU 2011-12 were effective for the Company beginning in the first quarter of 2012. The adoption of ASU 2011-05 did not have any impact on the Company's financial position or results of operations, as ASU 2011-05 only changes the presentation of other comprehensive income and total comprehensive income. No changes were made to the existing guidance regarding which items are reported in other comprehensive income.

In September 2011, the FASB issued ASU 2011-08, *Testing Goodwill for Impairment*. ASU 2011-08 simplifies how entities test goodwill for impairment by permitting an entity to assess qualitative factors in determining whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test required under GAAP. ASU 2011-08 was effective for the Company beginning in the first quarter of 2012. The adoption of ASU 2011-08 did not have any impact on the Company's financial position or results of operations.

Future Adoption of Accounting Pronouncements

In December 2011, the FASB issued ASU 2011-11, *Disclosures about Offsetting Assets and Liabilities*. ASU 2011-11 requires entities to disclose both gross and net information about financial instruments and derivative instruments that are either (i) offset in the balance sheet or (ii) subject to an enforceable master netting arrangement or similar arrangement, irrespective of whether they are offset in the balance sheet. In addition, ASU 2011-11 requires disclosure of collateral received and posted in connection with master netting agreements or similar arrangements. The requirements of ASU 2011-11 are effective for the Company beginning in the first quarter of 2013. The adoption of ASU 2011-11 will not have any impact on the Company's financial position or results of operations, as ASU 2011-11 only affects disclosures about offsetting. No changes were made to the existing guidance on the offsetting of assets and liabilities in the Company's balance sheet.

3. REORGANIZATION EXPENSES AND OCH-ZIFF OPERATING GROUP OWNERSHIP

On November 19, 2007, the Company completed its initial public offering ("IPO") of 36.0 million Class A Shares and a private offering of approximately 38.1 million Class A Shares to DIC Sahir, a wholly owned subsidiary of Dubai International Capital LLC (collectively, the "2007 Offerings"). The Company used the net proceeds from the 2007 Offerings to acquire a 19.2% interest in the Och-Ziff Operating Group from the executive managing directors and the Ziffs, who collectively held all of the interests in the Och-Ziff Operating Group prior to the 2007 Offerings.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Prior to the 2007 Offerings, the Company completed a reorganization of its business ("Reorganization"). As part of the Reorganization, interests in the Och-Ziff Operating Group held by the executive managing directors and the Ziffs were reclassified as Och-Ziff Operating Group A Units and accounted for as a share-based payment. The Och-Ziff Operating Group A Units granted to the Ziffs and those units sold by the executive managing directors at the time of the 2007 Offerings were not subject to any substantive service or performance requirements; therefore, the fair value related to those units were recognized as a one-time charge at the time of the 2007 Offerings. The fair value of the Och-Ziff Operating Group A Units that continue to be held by the executive managing directors after the 2007 Offerings is being amortized on a straight-line basis over the requisite five-year service period following the 2007 Offerings. Once vested, these units may be exchanged for Class A Shares of the Registrant on a one-for-one basis, subject to certain transfer restrictions for the five years following the 2007 Offerings.

As of June 30, 2012, the Company's interest in the Och-Ziff Operating Group had increased to approximately 32.4%. Increases in the Company's interest in the Och-Ziff Operating Group were driven by the issuance of Class A Shares in the November 2011 public offering of 33,333,333 Class A Shares (the "2011 Offering"). Additionally, the exchange of Och-Ziff Operating Group A Units for an equal number of Class A Shares and the issuance of Class A Shares under the Company's Amended and Restated 2007 Equity Incentive Plan, primarily related to the vesting of Class A restricted share units ("RSUs"), also increased the Company's interest in the Och-Ziff Operating Group since the IPO. The Company's interest in the Och-Ziff Operating Group is expected to continue to increase over time as additional Class A Shares are issued upon the exchanges of Och-Ziff Operating Group A Units and vesting of RSUs.

4. FAIR VALUE DISCLOSURES

Fair value represents the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date (i.e., an exit price). Due to the inherent uncertainty of valuations of investments that are determined to be illiquid or do not have readily ascertainable fair values, the estimates of fair value may differ from the values ultimately realized, and those differences can be material.

GAAP prioritizes the level of market price observability used in measuring assets and liabilities at fair value. Market price observability is impacted by a number of factors, including the type of assets and liabilities and the specific characteristics of the assets and liabilities. Assets and liabilities with readily available, actively quoted prices or for which fair value can be measured from actively-quoted prices generally will have a higher degree of market price observability and lesser degree of judgment used in measuring fair value.

Assets and liabilities measured at fair value are classified into one of the following categories:

- **Level I —** Fair value is determined using quoted prices that are available in active markets for identical assets or liabilities. The types of assets and liabilities that would generally be included in this category are certain listed equities, sovereign debt of developed nations and listed derivatives.
- **Level II —** Fair value is determined using quotations received from dealers making a market for these assets or liabilities ("broker quotes"), valuations obtained from independent third-party pricing services, the use of models or other valuation methodologies based on pricing inputs that are either directly or indirectly market observable as of the measurement date. Consideration is given to the nature of the broker quotes (e.g., indicative or executable). Assets and liabilities for which executable broker quotes are significant inputs in determining the fair value of an asset or liability are included within Level II. The types of assets and liabilities that would generally be included in this category are certain corporate bonds, certain credit default swap contracts, certain bank debt securities, certain commercial real estate debt securities, less liquid and restricted equity securities, forward contracts and certain over-the-counter ("OTC") derivatives.
- **Level III —** Fair value is determined using pricing inputs that are unobservable in the market and includes situations where there is little, if any, market activity for the asset or liability. The fair value of assets and liabilities in this category may require significant judgment or estimation in determining fair value of the assets or liabilities. The fair value of these assets and liabilities may be estimated using a

combination of observed transaction prices, independent pricing services, relevant broker quotes, models or other valuation methodologies based on pricing inputs that are neither directly or indirectly market observable. Assets and liabilities for which indicative broker quotes are significant inputs in determining the fair value of an asset or liability are included within Level III. The types of assets and liabilities that would generally be included in this category include equity and debt securities issued by private entities, limited partnerships, certain corporate bonds, certain credit default swap contracts, certain bank debt securities, certain commercial real estate debt securities, certain OTC derivatives, residential and commercial mortgage-backed securities, collateralized debt obligations and other asset-backed securities.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an asset or liability's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

Fair Value Measurements Categorized within the Fair Value Hierarchy

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis within the fair value hierarchy:

	As of June 30, 2012				
	Level I	Level II	Level III	Counterparty Netting of Derivative Contracts	Total
	(dollars in thousands)				
Real estate investments	$ —	$ —	$ 440,824	$ —	$ 440,824
Residential mortgage backed securities	46	—	177,236	—	177,282
Energy and natural resources limited partnerships	—	—	141,172	—	141,172
Collateralized debt obligations	—	—	132,212	—	132,212
Commercial mortgage backed securities	—	—	49,047	—	49,047
Commercial real estate debt securities	—	—	46,469	—	46,469
Investment in affiliated credit fund	—	—	33,707	—	33,707
Preferred stock	—	—	29,964	—	29,964
United States government obligations	25,529	—	—	—	25,529
Other investments	28	28	7,113	(30)	7,139
Financial Assets, at Fair Value, Included Within Investments, at Fair Value	**$25,603**	**$ 28**	**$1,057,744**	**$ (30)**	**$1,083,345**
Financial Liabilities, at Fair Value, Included Within Other Liabilities of Och-Ziff Funds	**$ 844**	**$ 190**	**$ 2,164**	**$ (30)**	**$ 3,168**

	As of December 31, 2011				
	Level I	Level II	Level III	Counterparty Netting of Derivative Contracts	Total
	(dollars in thousands)				
Real estate investments	$ —	$ —	$ 352,218	$ —	$ 352,218
Residential mortgage backed securities	291	—	147,426	—	147,717
Energy and natural resources limited partnerships	—	—	100,827	—	100,827
Collateralized debt obligations	—	—	44,060	—	44,060
Commercial real estate debt securities	—	—	38,240	—	38,240
Commercial mortgage backed securities	—	—	27,256	—	27,256
United States government obligations	15,069	—	—	—	15,069
Other investments	95	361	3,542	(233)	3,765
Financial Assets, at Fair Value, Included Within Investments, at Fair Value	**$15,455**	**$ 361**	**$ 713,569**	**$ (233)**	**$ 729,152**
Financial Liabilities, at Fair Value, Included Within Other Liabilities of Och-Ziff Funds	**$ 362**	**$ 4**	**$ 657**	**$ (233)**	**$ 790**

The Company assumes that any transfers between Level I, Level II or Level III during the period occur at the beginning of the period. For the three and six months ended June 30, 2012 and 2011, there were no transfers between Level I, Level II or Level III assets or liabilities.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Reconciliation of Fair Value Measurements Categorized within Level III

The following table summarizes the changes in the Company's Level III assets and liabilities for the three months ended June 30, 2012:

	Balance as of March 31, 2012	Investment Purchases	Investment Sales	Derivative Settlements	Net Gains (Losses) of Consolidated Och-Ziff Funds	Balance as of June 30, 2012
			(dollars in thousands)			
Real estate investments	$ 381,181	$ 78,890	$ (14,096)	$ —	$ (5,151)	$ 440,824
Residential mortgage backed securities	151,515	105,701	(79,533)	—	(447)	177,236
Energy and natural resources limited partnerships	135,023	773	—	—	5,376	141,172
Collateralized debt obligations	99,983	44,567	(18,760)	—	6,422	132,212
Commercial mortgage backed securities	36,428	19,981	(7,394)	—	32	49,047
Commercial real estate debt securities	45,053	16,143	(16,175)	—	1,448	46,469
Investment in affiliated credit fund	31,939	1,340	—	—	428	33,707
Preferred stock	—	29,575	—	—	389	29,964
Other investments (including derivatives, net)	2,845	4,205	—	(3,234)	1,133	4,949
Total, at Fair Value	**$ 883,967**	**$ 301,175**	**$ (135,958)**	**$ (3,234)**	**$ 9,630**	**$ 1,055,580**

The following table summarizes the changes in the Company's Level III assets and liabilities for the three months ended June 30, 2011:

	Balance as of March 31, 2011	Investment Purchases	Investment Sales	Derivative Settlements	Net Gains (Losses) of Consolidated Och-Ziff Funds	Balance as of June 30, 2011
			(dollars in thousands)			
Real estate investments	$ 289,008	$ 18,802	$ (9,800)	—	$ (2,425)	$ 295,585
Residential mortgage backed securities	102,309	11,692	(26,286)	—	(1,240)	86,475
Energy and natural resources limited partnerships	50,884	40,627	—	—	(1,243)	90,268
Collateralized debt obligations	26,564	14,736	(2,921)	—	(53)	38,326
Commercial mortgage backed securities	18,859	14,246	(5,425)	—	(581)	27,099
Commercial real estate debt securities	29,516	—	(10,074)	—	9,180	28,622
Other investments (including derivatives, net)	1,481	1,589	—	524	197	3,791
Total, at Fair Value	**$ 518,621**	**$ 101,692**	**$ (54,506)**	**$ 524**	**$ 3,835**	**$ 570,166**
Deferred Balances, at Fair Value	**$ 2,892**	**$ —**	**$ —**	**$ —**	**$ —**	**$ 2,892**

The following table summarizes the changes in the Company's Level III assets and liabilities for the six months ended June 30, 2012:

	Balance as of December 31, 2011	Investment Purchases	Investment Sales	Derivative Settlements	Net Gains (Losses) of Consolidated Och-Ziff Funds	Balance as of June 30, 2012
			(dollars in thousands)			
Real estate investments	$ 352,218	$ 100,058	$ (21,337)	$ —	$ 9,885	$ 440,824
Residential mortgage backed securities	147,426	175,663	(159,220)	—	13,367	177,236
Energy and natural resources limited partnerships	100,827	1,878	(3,777)	—	42,244	141,172
Collateralized debt obligations	44,060	97,149	(23,344)	—	14,347	132,212
Commercial mortgage backed securities	27,256	31,221	(11,098)	—	1,668	49,047
Commercial real estate debt securities	38,240	21,635	(16,197)	—	2,791	46,469
Investment in affiliated credit fund	—	31,525	—	—	2,182	33,707
Preferred stock	—	29,575	—	—	389	29,964
Other investments (including derivatives, net)	2,885	4,205	—	(2,963)	822	4,949
Total, at Fair Value	**$ 712,912**	**$ 492,909**	**$ (234,973)**	**$ (2,963)**	**$ 87,695**	**$ 1,055,580**

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

The following table summarizes the changes in the Company's Level III assets and liabilities for the six months ended June 30, 2011:

	Balance as of December 31, 2010	Investment Purchases	Investment Sales and Collection of Deferred Balances	Derivative Settlements	Net Gains (Losses) of Consolidated Och-Ziff Funds	Balance as of June 30, 2011
			(dollars in thousands)			
Real estate investments	$ 288,444	$ 24,061	$ (17,900)	—	$ 980	$ 295,585
Residential mortgage backed securities	40,707	99,914	(53,901)	—	(245)	86,475
Energy and natural resources limited partnerships	49,870	42,729	—	—	(2,331)	90,268
Collateralized debt obligations	10,405	39,550	(13,267)	—	1,638	38,326
Commercial mortgage backed securities	15,604	21,424	(11,755)	—	1,826	27,099
Commercial real estate debt securities	13,516	14,975	(10,074)	—	10,205	28,622
Other investments (including derivatives, net)	478	3,089	(500)	450	274	3,791
Total, at Fair Value	**$ 419,024**	**$ 245,742**	**$ (107,397)**	**$ 450**	**$ 12,347**	**$ 570,166**
Deferred Balances, at Fair Value	**$ 2,913**	**$ —**	**$ (21)**	**$ —**	**$ —**	**$ 2,892**

The table below summarizes the net change in unrealized gains (losses) on the Company's Level III investments held as of the reporting date. These gains and losses are included within net gains of consolidated Och-Ziff funds in the Company's consolidated statements of comprehensive loss.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Real estate investments	$ (356)	$ (2,425)	$ 13,782	$ 4,301
Residential mortgage backed securities	(3,738)	(3,153)	3,852	(4,206)
Energy and natural resources limited partnerships	5,376	(1,243)	41,217	(2,331)
Collateralized debt obligations	(3,909)	(524)	3,205	184
Commercial mortgage backed securities	(165)	(634)	1,453	1,349
Commercial real estate debt securities	(6,283)	4,807	(5,050)	5,832
Investment in affiliated credit fund	(1,057)	—	849	—
Preferred stock	389	—	389	—
Other investments (including derivatives, net)	949	59	739	43
Total	**$ (8,794)**	**$ (3,113)**	**$ 60,436**	**$ 5,172**

Valuation Methodologies for Fair Value Measurements Categorized within Levels II and III

Real Estate Investments

Real estate investments include equity, preferred equity, mezzanine debt, and participating debt in entities domiciled primarily in the United States. The fair values of these investments are generally based upon discounting the expected cash flows from the investment or a cash flow multiple. In reaching the determination of fair value for investments, the Company considers many factors including, but not limited to, the operating cash flows and financial performance of the real estate investments relative to budgets or projections, property types, geographic locations, the physical condition of the asset, prevailing market capitalization rates, prevailing market discount rates, general economic conditions, economic conditions specific to the market in which the assets are located, the prevailing interest rate environment, the prevailing state of the debt markets, comparable public company trading multiples, independent third-party appraisals, available pricing data on comparable properties in the specific market in which the asset is located, expected exit timing and strategy and any specific rights or terms associated with the investment.

The significant unobservable inputs used in the fair value measurement of the Company's real estate investments are discount rates, cash flow growth rates, exit capitalization rates, absorption percentage per year, loss factor and inflation factor. Significant increases (decreases) in the discount rates, exit capitalization rates and loss factor in isolation would result in a significantly lower (higher) fair value measurement. Significant increases (decreases) in the cash flow growth rates, absorption percentage per year, inflation factor and cash flow multiple in isolation would result in a significantly higher (lower) fair value measurement.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Residential and Commercial Mortgage Backed Securities; Collateralized Debt Obligations; Preferred Stock

The fair value of investments in residential and commercial mortgage-backed securities, collateralized debt obligations, other asset-backed securities and preferred stock that do not have readily ascertainable fair values is generally determined using broker quotes, or at cost for recent transactions. If broker quotes are not available or deemed unreliable, fair value may be determined using independent pricing services or cash flow models. Market data is used to the extent that it is observable and considered reliable.

Energy and Natural Resources Limited Partnerships

The fair value of energy and natural resources limited partnerships are generally determined using discounted cash flows when assets are producing oil or gas, or when it is reasonably certain that an asset will be capable of producing oil or gas. Acreage with proven undeveloped, probable or possible reserves are valued using prevailing prices of comparable properties, and may include adjustments for other assets or liabilities such as seismic data, equipment, or cash on hand. Additionally, certain natural resource assets may be valued based on recent financings or based on the fair value of certain underlying publicly traded securities held by an investee, adjusted for lack of marketability.

The significant unobservable inputs used in the fair value measurement of the Company's energy and natural resources limited partnerships are discount rates, discounts to commodity strip prices and differentials, probability of reserves, discount for lack of marketability and capital investments, including acreage values. Significant increases (decreases) in the discount rates, discounts to commodity strip prices and differentials, and discount for lack of marketability in isolation would result in a lower (higher) fair value measurement. Significant increases (decreases) in probability of reserves or per acre values in isolation would result in a significantly higher (lower) fair value measurement.

Commercial Real Estate Debt Securities

The fair value of commercial real estate debt securities is generally determined using broker quotes or as determined in good faith with observable market inputs or other third party inputs, where available. The methods and procedures to value these investments may include, but are not limited to: (i) performing comparisons with prices of comparable or similar securities; (ii) obtaining valuation-related information from the issuers; (iii) calculating the present value of future cash flows; (iv) assessing other analytical data and information relating to the investment that is an indication of value; (v) obtaining information provided by third parties; (vi) reviewing the amounts invested in these investments; and (vii) evaluating financial information provided by the management of these investments. Inputs utilized to determine fair value when the above methods are used include, but are not limited to, the following: broker quotes, discount rates, loan-to-value ratios, revenue growth rates, comparability adjustments and correlations of certain of these inputs.

Significant increases (decreases) in discount rates and loan-to-value ratios in isolation would result in a significantly lower (higher) fair value measurement. Significant increases (decreases) in revenue growth rates, and comparability adjustments in isolation would result in a significantly higher (lower) fair value measurement. Generally, a change in the assumptions used for discount rates is accompanied by a directionally similar change in loan-to-value ratios.

Investment in Affiliated Credit Fund

The fair value of the Company's investment in affiliated credit fund relates to a consolidated feeder fund's investment into a related master fund. The Company is not an investor of the feeder fund or the master fund. The fair value of this investment is based on the consolidated feeder fund's proportionate share of the master fund's net asset value. The master fund invests primarily in credit-related strategies.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Information about Significant Inputs Used in Fair Value Measurements Categorized within Level III

The table below summarizes information about the significant unobservable inputs used in determining the fair value of the Company's Level III assets and liabilities.

Type of Investment	Fair Value at June 30, 2012 (in thousands)[1]	Valuation Technique	Unobservable Input	Range
Real estate investments	$ 379,574	Discounted cash flow	Discount rate	8% - 40%
			Cash flow growth rate	0% - 7%
			Capitalization rate	7.7% - 9.5%
			Absorption percentage per year	6% - 13%
			Loss factor	0% - 15%
			Inflation factor	0% - 3%
	61,250	Comparable companies	Cash flow multiple	15.4x
	$ 440,824			
Energy and natural resources limited partnerships	$ 2,020	Discounted cash flow	Discount rate	15%
			Discount to commodity strip prices	0% - 17.5%
			Probability of reserves	0% - 100%
			Discount to differentials	10%
	88,031	Analysis of publicly traded securities held by investee company	Discount for lack of marketability	0% - 20%
	51,121	Recent financings and cash held by investee	n/a	n/a
	$ 141,172			
Commercial real estate debt securities	$ 8,434	Comparable companies	Loan-to-value ratio	50% - 70%
			Revenue growth rate	2% - 6%
			Comparability adjustment	0% - 30%
	38,035	Broker quotes or at cost for recent transactions	n/a	n/a
	$ 46,469			

[1] The remaining Level III investments are valued primarily using broker quotes, at cost for recent transactions or net asset value for the investment in affiliated credit fund.

Valuation Process for Fair Value Measurements Categorized within Level III

The Company has established an internal control infrastructure over the valuation of financial instruments that requires ongoing oversight by its Financial Control Group, as well as periodic audits by the Company's Internal Audit Group. These management control functions are segregated from the trading and investing functions. The Company has also established a Valuation Committee, comprised of non-investment professionals, that is responsible for overseeing and monitoring the pricing of the funds' investments and performing periodic due diligence reviews of independent pricing services. The Valuation Committee may obtain input from investment professionals for consideration in carrying out its responsibilities.

The Company employs resources to help ensure that its Financial Control and Internal Audit Groups are able to function at an appropriate quality level. The Company considers the segregation of duties within its internal control infrastructure. Specifically, the Financial Control Group is responsible for establishing and monitoring compliance with valuation policies. The Internal Audit Group employs a risk-based program of audit coverage that is designed to provide an independent assessment of the design and effectiveness of controls over the Company's operations, regulatory compliance, valuation of financial instruments and reporting, as well as reporting compliance with these controls to the Company's Audit Committee. Additionally, the Internal Audit Group meets with management periodically to evaluate and provide guidance on the existing risk framework and control environment assessments. Within the trading and investing functions, the Company has established policies and procedures that relate to the approval of all new transaction types, transaction pricing sources and fair value hierarchy coding within the financial reporting system.

The analysis used in measuring the fair value of financial instruments is generally related to the level of observable pricing inputs. For Level III inputs that are less observable, to the extent possible, procedures have been established to discuss the valuation methodology, including pricing techniques, with senior management of the trading and investing functions, to compare the inputs to observable inputs for similar positions, to review subsequent secondary market activities and to perform comparisons of actual versus projected cash flows. The Company reviews a daily profit and loss report, as well as other periodic reports, and analyzes material changes from period-to-period in the valuation of investments. The Company also performs back testing on a regular basis by comparing prices observed in executed transactions to previous valuations. Pricing services may be used regularly to verify that the Company's internal valuations are reasonable.

Fair Value of Other Financial Instruments

Management estimates that the fair value of the Delayed Draw Term Loan (as defined in Note 7) was approximately 89% of its carrying value as of June 30, 2012, based on an analysis of comparable issuers. Management believes that the carrying values of all other financial instruments presented in the consolidated balance sheets approximate their fair value generally due to their short-term nature and generally negligible credit risk. These fair value measurements would be categorized as Level III within the fair value hierarchy.

5. VARIABLE INTEREST ENTITIES

In the ordinary course of business, the Company sponsors the formation of variable interest entities ("VIEs"). These VIEs are primarily funds in which the Company serves as the general partner or the investment manager with decision-making rights. VIEs consolidated by the Company are primarily funds in which either kick-out rights or liquidation rights were not granted to the investors in the funds, or these rights, if granted, were deemed not to be substantive.

The Company's involvement with funds that are VIEs that are not consolidated is generally limited to providing asset management services. The Company's exposure to loss from these entities is limited to a decrease in the management fees and incentive income that may be earned in future periods. The net assets of these VIEs were $26.1 billion and $25.6 billion as of June 30, 2012 and December 31, 2011, respectively. The Company does not provide, nor is it required to provide, any type of financial or other support to these entities. The Company's variable interests related to these VIEs relate primarily to management fees and incentive income earned from the VIEs. As of June 30, 2012 and December 31, 2011, the only assets related to these variable interests related to income and fees receivable of $28.1 million and $45.6 million, respectively.

In addition, the Company holds variable interests in certain joint ventures that are VIEs. The Company's exposure to loss for these joint ventures is limited to its investments in these entities, which totaled $5.6 million and $4.8 million as of June 30, 2012 and December 31, 2011, respectively, and are recorded within other assets in the Company's consolidated balance sheets. The Company has not recorded any liabilities with respect to VIEs not consolidated.

Substantially all of the funds managed by the Company qualify for the deferral under ASU 2010-10, *Amendments to Statement 167 for Certain Investment Funds*. Accordingly, the Company's determination of whether it is the primary beneficiary of a VIE is generally based on an analysis of which variable interest holder of a VIE is exposed to the majority of the expected losses or receives a majority of the expected residual returns. Fund investors are entitled to substantially all of the economics of these VIEs with the exception of the management fee and incentive income, if any, earned by the Company. Accordingly, the Company's determination of the primary beneficiary is not impacted by changes in the underlying assumptions made regarding future results or expected cash flows of these VIEs.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

The following table presents the assets and liabilities of funds that are VIEs and consolidated by the Company:

	June 30, 2012	December 31, 2011
	(dollars in thousands)	
Assets		
Assets of consolidated Och-Ziff funds:		
Investments, at fair value	$ 449,667	$ 313,345
Other assets of Och-Ziff funds	5,289	9,321
Total Assets	**$ 454,956**	**$ 322,666**
Liabilities		
Liabilities of consolidated Och-Ziff funds:		
Securities sold under agreements to repurchase	$ 59,673	$ 57,763
Other liabilities of Och-Ziff funds	13,208	909
Total Liabilities	**$ 72,881**	**$ 58,672**

The assets presented in the table above belong to the investors in those funds, are available for use only by the fund to which they belong, and are not available for use by the Company. The consolidated funds have no recourse to the general credit of the Company with respect to any liability. The Company also consolidates funds that are not VIEs, and therefore the assets and liabilities of those funds are not included in the table above.

6. OTHER ASSETS AND OTHER LIABILITIES

Other Assets, Net

The following table presents the components of other assets, net as reported in the consolidated balance sheets:

	June 30, 2012	December 31, 2011
	(dollars in thousands)	
Fixed Assets:		
Corporate aircraft	$ 22,600	$ 22,600
Leasehold improvements	20,325	20,325
Computer hardware and software	19,536	21,125
Furniture, fixtures and equipment	2,724	2,814
Accumulated depreciation and amortization	(42,587)	(40,272)
Fixed assets, net	22,598	26,592
Goodwill	22,691	22,691
Prepaid expenses	6,823	9,878
Investments in joint ventures	5,574	4,848
Refundable security deposits	5,177	5,165
Intangible assets, net	3,236	3,609
Current income tax receivable	2,979	3,467
Investments in Och-Ziff funds	594	552
Other	2,497	3,038
Total Other Assets, Net	**$ 72,169**	**$ 79,840**

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Other Liabilities

The following table presents the components of other liabilities as reported in the consolidated balance sheets:

	June 30, 2012	December 31, 2011
	(dollars in thousands)	
Deferred income of consolidated Och-Ziff funds	$ 49,162	$ 26,735
Deferred rent credit	14,149	14,538
Accrued expenses	9,403	12,009
Obligation under capital leases	1,226	1,643
Current income taxes payable	268	2,720
Other	560	865
Total Other Liabilities	**$ 74,768**	**$ 58,510**

7. DEBT OBLIGATIONS

The following table presents the Company's indebtedness outstanding as reported in its consolidated balance sheets:

	June 30, 2012	December 31, 2011
	(dollars in thousands)	
Delayed Draw Term Loan	$ 389,990	$ 6,484
2007 Term Loan	—	366,519
Aircraft loan	—	10,682
Total Debt Obligations	**$ 389,990**	**$ 383,685**

The following table presents the Company's scheduled principal repayments and maturities for its indebtedness outstanding as of June 30, 2012:

	Principal Repayments
	(dollars in thousands)
Remainder of 2012	$ 1,948
2013	3,866
2014	3,827
2015	3,789
2016	376,560
Total Principal Repayments	**$ 389,990**

In June 2012, the Company refinanced the indebtedness outstanding under its term loan entered into in connection with the 2007 Offerings (the "2007 Term Loan"), as well as the indebtedness outstanding under its aircraft loan. These refinancings were funded through a borrowing under a delayed draw term loan agreement entered into in November 2011 (the "Delayed Draw Term Loan"). A $6.5 million borrowing under the facility was made in November 2011 to fund a portion of the 2007 Term Loan repurchased and retired in connection with the 2011 Offering that was not funded by the net proceeds from the offering. An additional $384.5 million borrowing was made in June 2012 to refinance the remaining indebtedness outstanding under the 2007 Term Loan and the indebtedness outstanding under the aircraft loan.

Borrowings under the Delayed Draw Term Loan are payable in quarterly installments equal to 0.25% of the amount outstanding on the last day of each quarter, and the balance will be payable upon maturity on November 23, 2016. Any amounts borrowed under the facility and subsequently repaid may not be re-borrowed. Amounts borrowed bear interest at a rate of LIBOR plus 1.50%, or a base rate plus 0.50%, and are secured by a first priority lien on substantially all assets of the Och-Ziff Operating Group.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

The Delayed Draw Term Loan includes two financial maintenance covenants. The first prohibits total assets under management as of the last day of any fiscal quarter to be less than $17.5 billion for two successive quarters, and the second prohibits the "economic income leverage ratio" (as defined in the credit agreement) as of the last day of any fiscal quarter from exceeding 4.0 to 1.0. The Delayed Draw Term Loan allows a limited right to cure an event of default resulting from noncompliance with the economic income leverage ratio test with an equity contribution made to the borrower, OZ Management. Such cure right may not be used more than two times in any four-quarter period or more than three times during the term of the facility. As of June 30, 2012, the Company was in compliance with these covenants.

The Delayed Draw Term Loan includes provisions that restrict or limit the ability of the Och-Ziff Operating Group from:

- Incurring further secured indebtedness or issuing certain equity interests.
- Creating liens.
- Paying dividends in excess of free cash flow (as defined below) or making certain other payments.
- Merging, consolidating, selling or otherwise disposing of all or part of its assets.
- Engaging in certain transactions with shareholders or affiliates.
- Engaging in a substantially different line of business.
- Amending its organizational documents in a manner materially adverse to the lenders.

The Delayed Draw Term Loan permits the Och-Ziff Operating Group to incur up to $150 million of unsecured indebtedness and additional unsecured indebtedness so long as, after giving effect to the incurrence of such indebtedness, it is in compliance with an economic income leverage ratio (as defined in the credit agreement) of 4.0 to 1.0 and no default or event of default has occurred and is continuing. As of June 30, 2012, the Och-Ziff Operating Group had not incurred any unsecured indebtedness. The Company will not be permitted to make distributions from the Och-Ziff Operating Group to its Class A Shareholders or the holders of Och-Ziff Operating Group A Units if it is in default under the Delayed Draw Term Loan.

The Delayed Draw Term Loan also limits the amount of distributions the Och-Ziff Operating Group can pay in a 12-month period to its "free cash flow." Free cash flow for any period includes the combined net income or loss of the Och-Ziff Operating Group, excluding certain subsidiaries, subject to certain additions and deductions for taxes, interest, depreciation, amortization and other non-cash charges for such period, less total interest paid, expenses in connection with the purchase of property and equipment, distributions to equity holders to pay taxes, plus (or minus) realized gains (or losses) on investments and dividends and interest from investments. As of June 30, 2012, distributions from the Och-Ziff Operating Group were in compliance with the free cash flow covenant.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

8. GENERAL, ADMINISTRATIVE AND OTHER

The following table presents the components of general, administrative and other expenses as reported in the consolidated statements of comprehensive loss:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Occupancy and equipment	$ 7,043	$ 7,001	$ 13,751	$ 14,102
Professional services	6,813	5,829	11,630	10,806
Information processing and communications	5,189	4,140	9,885	8,185
Business development	2,733	2,352	4,715	4,101
Insurance	1,912	1,776	3,819	3,512
Other expenses	8,539	6,178	17,451	11,563
	32,229	27,276	61,251	52,269
Changes in tax receivable agreement liability	23	43	(51)	155
Total General, Administrative and Other	**$ 32,252**	**$ 27,319**	**$ 61,200**	**$ 52,424**

9. INCOME TAXES

The computation of the effective tax rate and provision at each interim period requires the use of certain estimates and significant judgment including, but not limited to, the expected operating income for the year, projections of the proportion of income earned and taxed in foreign jurisdictions, permanent differences, and the likelihood of recovering deferred tax assets existing as of the balance sheet date. The estimates used to compute the provision for income taxes may change as new events occur, additional information is obtained or as tax laws and regulations change. Additionally, the Company records the majority of its incentive income and discretionary cash bonuses in the fourth quarter each year. Accordingly, the effective tax rate for interim periods is not indicative of the tax rate expected for a full year.

The Registrant and each of the Och-Ziff Operating Group entities are partnerships for U.S. federal income tax purposes. Due to the Company's legal structure, only a portion of the income earned by the Company is subject to corporate-level tax rates in the United States and in foreign jurisdictions.

The provision for income taxes includes federal, state and local taxes in the United States and foreign taxes at an approximate effective tax rate of -4.2% and -2.7% for the three months ended June 30, 2012 and 2011, respectively, and -4.8% and -2.6% for the six months ended June 30, 2012 and 2011, respectively. The reconciling items from the Company's statutory rate to the effective tax rate were driven primarily by the following: (i) a portion of the income earned by the Company is not subject to federal, state and local corporate income taxes in the United States; (ii) a portion of the income earned by the Company is subject to the New York City unincorporated business tax; (iii) certain foreign subsidiaries are subject to foreign corporate income taxes; and (iv) the Reorganization expenses related to the reclassification of the executive managing directors' and the Ziffs' interests as Och-Ziff Operating Group A Units are not deductible for tax purposes.

As of June 30, 2012 and December 31, 2011, the Company was not required to establish a liability for uncertain tax positions.

10. NET LOSS PER CLASS A SHARE

Basic net loss per Class A Share is computed by dividing the net loss allocated to Class A Shareholders by the weighted-average number of Class A Shares outstanding for the period. For the three months ended June 30, 2012 and 2011, the Company included RSUs of 952,982 and 857,821, respectively, that have vested but have not been settled in Class A Shares in the weighted-average Class A Shares outstanding used in the calculation of basic and diluted net loss per Class A Share. For the six months ended June 30, 2012 and 2011, the Company included RSUs of 1,059,747 and 917,866, respectively, that have vested but have not been settled in Class A Shares in the weighted-average Class A Shares outstanding used in the calculation of basic and diluted net loss per Class A Share.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

The following tables present the computation of basic and diluted net loss per Class A Share:

	Net Loss Allocated to Class A Shareholders	Weighted-Average Class A Shares Outstanding	Net Loss Per Class A Share	Number of Antidilutive Units Excluded from Diluted Calculation
Three Months Ended June 30, 2012		(dollars in thousands, except per share amounts)		
Basic	$ (116,242)	141,722,881	$ (0.82)	
Effect of dilutive securities:				
Och-Ziff Operating Group A Units	—	—		295,742,476
Class A Restricted Share Units	—	—		8,553,594
Diluted	$ (116,242)	141,722,881	$ (0.82)	

	Net Loss Allocated to Class A Shareholders	Weighted-Average Class A Shares Outstanding	Net Loss Per Class A Share	Number of Antidilutive Units Excluded from Diluted Calculation
Three Months Ended June 30, 2011		(dollars in thousands, except per share amounts)		
Basic	$ (93,362)	97,705,327	$ (0.96)	
Effect of dilutive securities:				
Och-Ziff Operating Group A Units	—	—		300,872,397
Class A Restricted Share Units	—	—		13,077,759
Diluted	$ (93,362)	97,705,327	$ (0.96)	

	Net Loss Allocated to Class A Shareholders	Weighted-Average Class A Shares Outstanding	Net Loss Per Class A Share	Number of Antidilutive Units Excluded from Diluted Calculation
Six Months Ended June 30, 2012		(dollars in thousands, except per share amounts)		
Basic	$ (238,986)	141,308,533	$ (1.69)	
Effect of dilutive securities:				
Och-Ziff Operating Group A Units	—	—		295,742,476
Class A Restricted Share Units	—	—		8,553,594
Diluted	$ (238,986)	141,308,533	$ (1.69)	

	Net Loss Allocated to Class A Shareholders	Weighted-Average Class A Shares Outstanding	Net Loss Per Class A Share	Number of Antidilutive Units Excluded from Diluted Calculation
Six Months Ended June 30, 2011		(dollars in thousands, except per share amounts)		
Basic	$ (188,826)	97,261,490	$ (1.94)	
Effect of dilutive securities:				
Och-Ziff Operating Group A Units	—	—		300,872,397
Class A Restricted Share Units	—	—		13,077,759
Diluted	$ (188,826)	97,261,490	$ (1.94)	

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

11. RELATED PARTY TRANSACTIONS

Due to Related Parties

Amounts due to related parties relate to future payments owed to the Company's executive managing directors and the Ziffs under the tax receivable agreement. As further discussed in Note 12, the Company entered into an agreement with the executive managing directors and the Ziffs, whereby the Company would pay them a portion of any tax savings resulting from the purchase of Och-Ziff Operating Group A Units at the time of the 2007 Offerings or as a result of any subsequent exchanges of their interests for Class A Shares.

Management Fees and Incentive Income Earned from the Och-Ziff Funds

The Company earns substantially all of its management fees and incentive income from the Och-Ziff funds, which are considered related parties as the Company manages the operations of and makes investment decisions for these funds. Management fees related to the real estate funds included within the Company's Other Operations are collected directly from the investors in those funds, and therefore are not considered revenues earned from related parties.

Management Fees and Incentive Income Earned from Related Parties and Waived Fees

Prior to the 2007 Offerings, the Company did not charge management fees or earn incentive income on investments made by the Company's executive managing directors, employees and other related parties. Following the 2007 Offerings, the Company began charging management fees and earning incentive income on new investments made in the funds by executive managing directors and certain other related parties, including the reinvestment by executive managing directors of the after-tax proceeds from the 2007 Offerings. The Company continues to waive fees for employee investments in the funds.

The following table presents management fees and incentive income charged on investments held by related parties and amounts waived by the Company for related parties:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Fees charged on investments held by related parties:				
Management fees	$ 6,346	$ 7,034	$ 12,401	$ 12,753
Incentive income	$ 591	$ 970	$ 638	$ 1,343
Fees waived on investments held by related parties:				
Management fees	$ 3,303	$ 3,473	$ 6,449	$ 6,818

Corporate Aircraft

The Company's corporate aircraft is used primarily for business purposes. From time to time, Mr. Och uses the aircraft for personal use. For the three months ended June 30, 2012 and 2011, the Company charged Mr. Och $80 thousand and $433 thousand, respectively, based on market rates for his personal use of the aircraft. For the six months ended June 30, 2012 and 2011, the Company charged Mr. Och $210 thousand and $563 thousand, respectively, for his personal use of the aircraft.

12. COMMITMENTS AND CONTINGENCIES

Tax Receivable Agreement

The purchase of Och-Ziff Operating Group A Units from the executive managing directors and the Ziffs with the proceeds from the 2007 Offerings, and subsequent taxable exchanges by them of Och-Ziff Operating Group A Units for Class A Shares on a one-for-one basis (or, at the Company's option, a cash equivalent), resulted, and, in the case of future exchanges, are anticipated to result, in an increase in the tax basis of the tangible and intangible assets of the Och-

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Ziff Operating Group that would not otherwise have been available. As a result, the Company expects that its future tax liability will be reduced. Pursuant to the tax receivable agreement entered into among the Company, the executive managing directors and the Ziffs, the Company has agreed to pay to the executive managing directors and the Ziffs 85% of the amount of tax savings, if any, actually realized by the Company.

The Company recorded its initial estimate of future payments under the tax receivable agreement by recording a decrease to paid-in capital and an increase in amounts due to related parties in the consolidated financial statements. Subsequent adjustments to the liability for future payments under the tax receivable agreement related to changes in estimated future tax rates or state income tax apportionment are recognized through current period earnings within general, administrative and other expenses in the consolidated statements of comprehensive loss.

In connection with the departure of certain former executive managing directors since the 2007 Offerings, the right to receive payments under the tax receivable agreement by such former executive managing directors was contributed to the Och-Ziff Operating Group. As a result, the Company now expects to pay to the remaining executive managing directors and the Ziffs approximately 77% (from 85% at the time of the 2007 Offerings) of the amount of cash savings, if any, in federal, state and local income taxes in the United States that the Company actually realizes as a result of the increases in tax basis.

The estimate of the timing and the amount of future payments under the tax receivable agreement involves several assumptions that do not account for the significant uncertainties associated with these potential payments, including an assumption that Och-Ziff Holding Corporation, a wholly owned subsidiary of the Company, will have sufficient taxable income in the relevant tax years to utilize the tax benefits that would give rise to an obligation to make payments. The actual timing and amount of any actual payments under the tax receivable agreement will vary based upon these and a number of other factors.

Lease Obligations

The Company has non-cancelable operating leases for its headquarters in New York and its offices in London, Hong Kong, Beijing and Mumbai. The Company also has operating leases for other locations, as well as operating and capital leases on computer hardware. The Company recognizes expense related to its operating leases on a straight-line basis over the lease term. The related lease commitments have not changed materially since December 31, 2011.

Litigation

From time to time, the Company is involved in litigation and claims incidental to the conduct of the Company's business. The Company is also subject to extensive scrutiny by regulatory agencies globally that have or may in the future have regulatory authority over the Company and its business activities. This has resulted or may in the future result in regulatory agency investigations, litigation and subpoenas and costs related to each. The Company is currently not subject to any pending judicial, administrative or arbitration proceedings that are expected to have a material impact on the Company's consolidated financial statements.

Investment Commitments

From time to time, certain funds consolidated by the Company may have commitments to fund investments. These commitments are funded through contributions from investors in those funds. The Company generally only manages these funds and is not an investor in the funds.

The Company has committed to fund a portion of the annual operating budget for a joint venture, and this portion currently totals approximately $4.7 million annually. The joint venture periodically returns substantially all of the cash that is contributed by the Company, as expenses incurred by the joint venture are generally reimbursed by the projects it manages.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Other Contingencies

In the normal course of business, the Company enters into contracts that provide a variety of general indemnifications. Such contracts include those with certain service providers, brokers and trading counterparties. Any exposure to the Company under these arrangements could involve future claims that may be made against the Company. Currently, no such claims exist or are expected to arise and, accordingly, the Company has not accrued any liability in connection with such indemnifications.

13. SEGMENT INFORMATION

The Och-Ziff Funds segment is currently the Company's only reportable segment and represents the Company's core business, as substantially all of the Company's operations are conducted through this segment. The Och-Ziff Funds segment provides asset management services to the Company's funds. The Company's Other Operations are primarily comprised of its real estate business, which provides asset management services to the Company's real estate funds.

In addition to analyzing the Company's results on a GAAP basis, management also reviews its results on an "Economic Income" basis. Economic Income excludes the adjustments described below that are required for presentation of the Company's results on a GAAP basis, but that management does not consider when evaluating operating performance in any given period. Management, therefore, uses Economic Income as the basis on which it evaluates the Company's financial performance and makes resource allocation and other operating decisions. Management considers it important that investors review the same operating information that it uses.

Economic Income is a measure of pre-tax operating performance that excludes the following from the Company's results on a GAAP basis:

- Income allocations to the Company's executive managing directors and the Ziffs on their direct interests in the Och-Ziff Operating Group. Management reviews operating performance at the Och-Ziff Operating Group level, where substantially all of the Company's operations are performed, prior to making any income allocations.
- Reorganization expenses related to the 2007 Offerings, equity-based compensation expenses and depreciation and amortization expenses, as management does not consider these non-cash expenses to be reflective of operating performance.
- Changes in the tax receivable agreement liability and net gains (losses) on investments in Och-Ziff funds, as management does not consider these to be reflective of operating performance.
- Amounts related to the consolidated Och-Ziff funds, including the related eliminations of management fees and incentive income, as management reviews the total amount of management fees and incentive income earned in relation to total assets under management and fund performance.

In addition, the full amount of deferred cash compensation and expenses related to compensation arrangements based on annual investment performance are recognized on the date they are determined (generally in the fourth quarter of each year), as management determines the total amount of compensation based on the Company's performance in the year of the award. Finally, management reviews Economic Income revenues by presenting management fees net of recurring placement and related service fees, rather than considering these fees an expense, and by excluding the impact of the consolidated Och-Ziff funds.

Management does not regularly review assets by operating segment in assessing operating segment performance and the allocation of company resources; therefore, the Company does not present total assets by operating segment. All interest expense related to outstanding indebtedness is allocated to the Och-Ziff Funds segment.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

Och-Ziff Funds Segment Results

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Och-Ziff Funds Segment:				
Economic Income Revenues	$ 139,493	$ 127,996	$ 256,471	$ 248,951
Economic Income	$ 93,248	$ 84,453	$ 168,649	$ 163,512

Reconciliation of Och-Ziff Funds Segment Revenues to Consolidated Revenues

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Economic Income Revenues - Och-Ziff Funds segment	$ 139,493	$ 127,996	$ 256,471	$ 248,951
Adjustment to management fees[(1)]	4,271	3,018	8,473	6,391
Other Operations revenues	2,362	4,875	4,849	9,217
Income of consolidated Och-Ziff funds	32,296	11,396	49,553	21,134
Total Consolidated Revenues	**$ 178,422**	**$ 147,285**	**$ 319,346**	**$ 285,693**

(1) Adjustment to present management fees net of recurring placement and related service fees, as management considers these fees a reduction in management fees, not an expense. The impact of eliminations related to the consolidated Och-Ziff funds is also removed.

Reconciliation of Och-Ziff Funds Economic Income to Net Loss Allocated to Class A Shareholders

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Economic Income - Och-Ziff Funds segment	$ 93,248	$ 84,453	$ 168,649	$ 163,512
Reorganization expenses	(398,416)	(399,312)	(796,832)	(805,167)
Net Loss Allocated to the Och-Ziff Operating Group A Units	222,241	269,652	458,649	546,640
Equity-based compensation	(16,267)	(35,805)	(34,075)	(69,303)
Income taxes	(12,491)	(9,413)	(26,895)	(18,039)
Depreciation and amortization	(2,321)	(2,390)	(4,679)	(4,864)
Amortization of deferred cash compensation and expenses related to compensation arrangements based on annual fund performance	(1,685)	(1,535)	(2,965)	(3,224)
Other Operations	727	1,944	1,220	3,375
Other adjustments	(1,278)	(956)	(2,058)	(1,756)
Net Loss Allocated to Class A Shareholders	**$ (116,242)**	**$ (93,362)**	**$ (238,986)**	**$ (188,826)**

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — UNAUDITED

JUNE 30, 2012

14. SUBSEQUENT EVENTS

In August 2012, upon the recommendation and approval of the Compensation Committee of the Company's Board of Directors (the "Board"), the Board approved The Och-Ziff Capital Management Group LLC 2012 Partner Incentive Plan (the "PIP") in order to retain and further motivate its executive managing directors, including those executive managing directors who were limited partners of the Och-Ziff Operating Group entities at the time of the Company's IPO (collectively, the "Pre-IPO Partners") as described in more detail below.

Transfer Restrictions

In August 2012, the Company's executive managing directors approved new transfer restrictions that will generally limit the executive managing directors' ability to transfer or exchange their Och-Ziff Operating Group A Units over a five-year period commencing in 2013. In consideration of the executive managing directors becoming subject to these transfer restrictions and reflective of the Pre-IPO Partners' commitment to the Company, the Board adopted the PIP.

Summary of the Partner Incentive Plan

Under the terms of the PIP, participating Pre-IPO Partners (the "Eligible Pre-IPO Partners") will be eligible to receive grants of discretionary annual performance awards ("Performance Awards"), which may be satisfied in Och-Ziff Operating Group D Units ("Performance Unit Awards") and may also be satisfied in cash ("Performance Cash Awards"). All Performance Awards will be conditionally granted subject to compliance with each participating executive managing director's non-compete obligations under the Och-Ziff Operating Group Limited Partnership Agreements and related agreements, and may be clawed back pursuant to the terms of the PIP. Mr. Daniel S. Och has determined not to participate in the PIP and will continue to participate in the Company's profits solely through distributions made in respect of his existing equity ownership stake.

Whether any Performance Awards are made in a particular year, and the amount of any such awards, shall be determined by the Compensation Committee of the Board in its sole discretion, based on recommendations from Mr. Och for such year pursuant to the terms of the PIP. If an Eligible Pre-IPO Partner ceases, for any reason, to be a limited partner of the Och-Ziff Operating Group entities prior to the end of any year, such Eligible Pre-IPO Partner will not be eligible to receive any Performance Awards with respect to such year or any subsequent year.

If one of the Eligible Pre-IPO Partners currently on the Partner Management Committee ceases to be a limited partner of the Och-Ziff Operating Group entities, the amounts of cash and Och-Ziff Operating Group D Units that such Eligible Pre-IPO Partner would otherwise have been able to receive shall not be available for reallocation to the remaining Eligible Pre-IPO Partners. As a result, the maximum aggregate amounts of cash and Och-Ziff Operating Group D Units that are available for Performance Cash Awards and Performance Unit Awards as described below shall be reduced accordingly. If one of the Eligible Pre-IPO Partners not currently on the Partner Management Committee ceases to be a limited partner of the Och-Ziff Operating Group entities for any reason, the amounts of cash and Och-Ziff Operating Group D Units that such Eligible Pre-IPO Partner would otherwise have been eligible to receive shall be available for reallocation to the remaining Eligible Pre-IPO Partners not currently on the Partner Management Committee.

Performance Units Awards

The Eligible Pre-IPO Partners may be granted, collectively, an aggregate of up to 3,628,907 Och-Ziff Operating Group D Units each year over a five-year period commencing in 2013. Any such awards of Och-Ziff Operating Group D Units will be made pursuant to the Och-Ziff Capital Management Group LLC Amended and Restated 2007 Equity Incentive Plan or a successor plan.

Och-Ziff Operating Group D Units are not considered equity for GAAP purposes, and therefore distributions made to holders of these units are recognized within compensation and benefits in the consolidated statements of comprehensive loss. Och-Ziff Operating Group D Units receive distributions on a pro rata basis with the Och-Ziff Operating Group A Units, which are held by the executive managing directors and the Ziffs, and the Och-Ziff Operating Group B Units, which are held by the Company's intermediate holding companies. As discussed in the Company's Annual Report, an Och-Ziff Operating Group D Unit automatically converts into an Och-Ziff Operating Group A Unit to the extent the Company determines that it has become economically equivalent to an Och-Ziff Operating Group A Unit, at which point it is considered a grant of equity-based compensation for GAAP purposes.

Performance Cash Awards

The Eligible Pre-IPO Partners, collectively, may also be eligible to receive discretionary annual cash awards if the Company earns incentive income in the relevant year. For each year during the five-year period commencing in 2013, an amount equal to up to 10% of the incentive income earned by the Och-Ziff Operating Group during such year, not to exceed $52.4 million, will be available for discretionary cash awards to be distributed to the Eligible Pre-IPO Partners.

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

This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in "Part I—Item 1A. Risk Factors" of our Annual Report. Actual results may differ materially from those contained in any forward-looking statements. This Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with our Annual Report. An investment in our Class A Shares is not an investment in any of our funds.

Overview

Our Business

We are one of the largest institutional alternative asset managers in the world, with approximately $30.3 billion in assets under management as of August 1, 2012. We provide asset management services globally through our hedge funds and other alternative investment vehicles. Our funds seek to generate consistent, positive, absolute returns across market cycles, with low volatility compared to the equity markets. We have always limited our use of leverage to generate investment performance with an emphasis on preservation of capital. Our assets under management are generally invested on a multi-strategy basis, across multiple geographies, although certain of our funds are focused on specific sectors, strategies and geographies. Our primary investment strategies are convertible and derivative arbitrage, corporate credit, long/short equity special situations, merger arbitrage, private investments and structured credit. Our fund investors value our funds' consistent performance history, our global investing expertise, and our diverse investment strategies, combined with our strong focus on risk management and sustaining a robust operational infrastructure.

Overview of Our 2012 Second Quarter Results

As of June 30, 2012, our assets under management were $29.9 billion, compared with $29.8 billion as of June 30, 2011. The year-over-year increase was driven by performance-related appreciation of $218.0 million, partially offset by capital net outflows of $57.8 million. Institutional investors continue to indicate a strong interest in allocating to hedge funds as they seek to enhance returns and reduce volatility. However, capital inflows to the hedge fund industry slowed during the second quarter of this year as concerns about the ongoing issues in Europe, as well as a weaker economic backdrop in the U.S. and China continued to weigh on near-term investor confidence.

For the second quarter of 2012, we reported a GAAP net loss allocated to Class A Shareholders of $116.2 million, compared to a net loss of $93.4 million for the second quarter of 2011, and $239.0 million for the first half of 2012, compared to a net loss of $188.8 million for the first half of 2011. The GAAP net losses primarily resulted from non-cash Reorganization expenses associated with our 2007 Offerings of $398.4 million and $399.3 million for the three months ended June 30, 2012 and 2011, respectively, and $796.8 million and $805.2 million for the six months ended June 30, 2012 and 2011, respectively.

We reported Economic Income for the Company[1] of $94.0 million for the second quarter of 2012, compared to $86.4 million for the second quarter of 2011, and $169.9 million for the first half of 2012, compared to $166.9 million for the first half of 2011. The increase for both periods was driven by an increase in incentive income and a decrease in compensation and benefits expenses, partially offset by an increase in non-compensation expenses and a decrease in management fees. For a discussion of these drivers, please see "—Economic Income Analysis."

Refinancing of 2007 Term Loan and Aircraft Loan

In June 2012, we refinanced the indebtedness outstanding under the term loan entered into in connection with the 2007 Offerings (the "2007 Term Loan"), as well as the indebtedness outstanding under our aircraft loan. A $384.5 million borrowing under a delayed draw term loan agreement entered into in November 2011 (the "Delayed Draw Term Loan") was used to fund these refinancings, with the balance being used for general corporate purposes. See "—Liquidity and Capital Resources" for additional information.

[1] Economic Income for the Company is a non-GAAP measure. For additional information regarding non-GAAP measures, see "—Economic Income Analysis."

Overview of 2012 Second Quarter Fund Performance

During the 2012 second quarter, we continued to deliver strong absolute returns for our fund investors, with approximately 11% of the volatility of the S&P 500 Index on a weighted-average basis for our four main funds. Our investment performance reflected our ability to protect investor capital in the difficult and often volatile market conditions that characterized May and June. Our performance was a function of our consistent and disciplined approach to investing and actively managing risk with limited use of leverage. We adjusted our exposures in response to weaker macroeconomic conditions globally. We increased cash in the OZ Master Fund in the second quarter to approximately 7% as of July 1, 2012, from 0% on April 1, 2012, and reallocated capital to those asset classes that offered more compelling investment opportunities, principally in credit and equities.

During the second quarter of 2012, the OZ Master Fund generated a net return of +0.2%, the OZ Europe Master Fund a net return of -1.4%, the OZ Asia Master Fund a net return of -3.4% and the OZ Global Special Investments Master Fund a net return of -0.1%[1].

During the first half of 2012, the OZ Master Fund generated a net return of +4.9%, the OZ Europe Master Fund a net return of +3.4%, the OZ Asia Master Fund a net return of +2.3% and the OZ Global Special Investments Master Fund a net return of +5.0%. For the 2012 first half, performance was driven primarily by structured credit, corporate credit and long/short equity special situations strategies.

Financial Market and Capital Flow Environment

Our ability to generate management fees and incentive income is impacted by the financial markets, which influences our ability to generate returns for our fund investors, and by the amount of capital flowing into and out of the hedge fund industry, which impacts our ability to retain existing investor capital and the amount of new assets we attract.

Financial Market Environment

Our ability to successfully generate consistent, positive, absolute returns is dependent on our ability to execute each fund's investment strategy or strategies. Each investment strategy may be materially affected by conditions in the financial markets, and by global economic and business conditions.

The second quarter of 2012 was characterized by increased market volatility and heightened investor concerns about the ongoing European sovereign debt crisis and slowing global economic growth. While the Greek elections and the European leaders' summit in the second half of June lifted markets globally and resulted in improved investor sentiment, the gains achieved in the global equity markets during the 2012 first quarter were eliminated. Global equity indices posted negative returns for the quarter, while volatility reached a six-month high in early June.

U.S. corporate credit markets also experienced increased volatility during the second quarter as a variety of technical and fundamental factors weighed on credit spreads. However, U.S. high-yield bonds and leveraged loans generated positive returns during the period. European credit markets experienced high levels of volatility due to increased economic weakness and renewed uncertainty about issues in Greece and Spain. The European primary markets showed very little activity for new high-yield and leveraged loans. The Asian credit markets were strong, despite higher levels of intra-quarter volatility, and were positively impacted by more accommodative monetary conditions in China.

Capital Flow Environment

Capital inflows to the hedge fund industry slowed sharply in the 2012 second quarter from the 2012 first quarter and year-ago levels, and were the weakest since the 2011 fourth quarter when flows were essentially flat. We believe this was attributable to declining investor confidence, as the sovereign debt crisis in Europe persisted and economic conditions weakened globally.

However, institutional investors continue to indicate a strong interest in allocation to hedge funds as they seek to enhance their investment returns. Despite a more difficult environment for flows in the second quarter, we remain confident that capital allocations to the hedge fund industry will increase as markets stabilize globally.

[1] For important information about our fund performance data, please see "—Fund Performance Summary."

Assets Under Management

Our financial results are primarily driven by the combination of assets under management and the investment performance of our funds. Both of these factors directly impact the revenues we earn from management fees and incentive income. Growth in assets under management due to capital placed with us by investors in our funds and positive investment performance of our funds drive growth in our revenues and earnings. Conversely, poor investment performance slows our growth by decreasing our assets under management and increasing the potential for redemptions from our funds, which would have a negative effect on our revenues and earnings.

We typically accept capital from new and existing investors in our funds on a monthly basis on the first day of each month. Investors in our funds (other than investors in our real estate funds, certain credit funds and certain other alternative investment vehicles we manage and other than with respect to capital invested in Special Investments) typically have the right to redeem their interests in a fund following an initial lock-up period of one to three years. Following the expiration of these lock-up periods, subject to certain limitations, investors may redeem capital generally on a quarterly or annual basis upon giving 30 to 45 days prior written notice. However, upon the payment of a redemption fee to the applicable fund and upon giving 30 days prior written notice, certain investors may redeem capital during the lock-up period. The lock-up requirements for our funds may generally be waived or modified at the sole discretion of each fund's general partner or board of directors, as applicable. The after-tax proceeds from the 2007 Offerings reinvested by our executive managing directors in our funds are subject to a five-year lock-up that expires in December 2012.

With respect to investors with quarterly redemption rights, requests for redemptions submitted during a quarter generally are paid on the first day of the following quarter. Accordingly, quarterly redemptions generally will have no impact on management fees during the quarter in which they are submitted. Instead, these redemptions will decrease assets under management as of the first day of the following quarter, which reduces management fees for that quarter. With respect to investors with annual redemption rights, redemptions paid prior to the end of a quarter impact assets under management in the quarter in which they are paid, and therefore impact management fees for that quarter.

Information with respect to our assets under management throughout this report, including the tables set forth in this discussion and analysis, includes investments by us, our executive managing directors, employees and certain other related parties. Prior to our IPO, we did not charge management fees or earn incentive income on these investments. Following our IPO, we began charging management fees and earning incentive income on new investments made in our funds by our executive managing directors and certain other related parties, including the reinvestment by our executive managing directors of their after-tax proceeds from the 2007 Offerings. As of June 30, 2012, approximately 9% of our assets under management represented investments by us, our executive managing directors, employees and certain other related parties in our funds. As of that date, approximately 32% of these affiliated assets under management are not charged management fees and are not subject to an incentive income calculation.

As further discussed below in "—Understanding Our Results—Revenues," we generally calculate management fees based on assets under management as of the beginning of each quarter. The assets under management in the tables below are presented net of management fees and incentive income and are as of the end of the period. Accordingly, the assets under management presented in the tables below are not the amounts used to calculate management fees for the respective periods.

Summary of Changes in Assets Under Management

The table below presents the changes to our assets under management and our weighted-average assets under management for the respective period. Weighted-average assets under management exclude the impact of second quarter investment performance for the periods presented, as these amounts do not impact management fees calculated for that period.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Balance-beginning of period	$ 30,116,849	$ 29,030,215	$ 28,766,340	$ 27,934,696
Net flows	(185,516)	774,697	(248,651)	925,633
Appreciation (Depreciation)	(3,603)	(37,350)	1,410,041	907,233
Balance-end of period	**$ 29,927,730**	**$ 29,767,562**	**$ 29,927,730**	**$ 29,767,562**
Weighted-average assets under management	$ 29,763,232	$ 29,420,746	$ 29,164,976	$ 28,668,682

In the first half of 2012, our funds experienced performance-related appreciation of $1.4 billion and capital net outflows of $248.7 million, which were comprised of $1.4 billion of gross inflows and $1.7 billion of gross outflows. Direct allocations from pension funds continue to be the largest driver of our inflows, while redemptions from fund-of-funds were the largest driver of our outflows. We continue to have an active dialog with current and prospective fund investors globally. While the broader market and industry backdrop affects the amount and timing of flows, interest in both our hedge funds and dedicated credit platforms remains strong.

In the first half of 2011, our funds experienced performance-related appreciation of $907.2 million and capital net inflows of $925.6 million, which were comprised of $2.7 billion of gross inflows and $1.8 billion of gross outflows. The inflows came from a diverse mix of investors globally. Additionally, our real estate funds and various other assets that we manage with longer than one-year measurement periods comprised a meaningful portion of gross inflows in the first half of 2011 (see "—Understanding our Results—Revenues—Incentive Income"). The outflows were driven by a variety of factors influencing our fund investors.

Assets Under Management by Fund

	June 30,	
	2012	2011
	(dollars in thousands)	
OZ Master Fund	$ 20,807,573	$ 20,716,749
OZ Europe Master Fund	2,057,464	2,675,954
OZ Asia Master Fund	1,577,092	1,658,295
OZ Global Special Investments Master Fund	1,020,931	1,088,882
Other[(1)]	4,464,670	3,627,682
Total	**$ 29,927,730**	**$ 29,767,562**

(1) Includes real estate funds, credit funds and other alternative investment vehicles we manage.

OZ Master Fund

The $90.8 million year-over-year increase in assets under management for the OZ Master Fund was driven by capital net inflows in the second half of 2011, as well as positive investment performance during the fourth quarter of 2011 and first half of 2012. These increases were partially offset by performance-related depreciation in the third quarter of 2011, as well as capital net outflows experienced in the first half of 2012.

OZ Europe Master Fund

The $618.5 million year-over-year decrease in assets under management for the OZ Europe Master Fund was driven by capital net outflows experienced in the second half of 2011 and the first half of 2012, and performance-related depreciation in the second half of 2011 and the second quarter of 2012. These decreases were partially offset by positive investment performance in the first quarter of 2012.

OZ Asia Master Fund

The $81.2 million year-over-year decrease in assets under management for the OZ Asia Master Fund was driven by performance-related depreciation in the second half of 2011 and the second quarter of 2012, as well as capital net outflows experienced in the first half of 2012. These increases were partially offset by capital net inflows in the second half of 2011, as well as positive investment performance during the first quarter of 2012.

OZ Global Special Investments Master Fund

The $68.0 million year-over-year decrease in the assets under management for the OZ Global Special Investments Master Fund was driven by capital net outflows in the second half of 2011 and the first half of 2012, and performance-related depreciation in the third quarter of 2011 and second quarter of 2012, partially offset by positive investment performance in the fourth quarter of 2011 and the first quarter of 2012.

Other

The $837.0 million year-over-year increase in the assets under management in our other funds was primarily due to the growth in our dedicated credit platforms, several of which were launched in 2011 and early 2012. These platforms generally have a lower management fee rate and longer lock-ups, but still maintain a 20% incentive income structure. The remaining growth came from various other alternative investment vehicles we formed to meet the needs of our fund investors.

Fund Performance Summary

Fund investment performance, as generally measured on a calendar-year basis, determines the amount of incentive income we will earn in a given year. Incentive income is generally 20% of the net realized and unrealized profits attributable to each of our fund investors (excluding unrealized gains and losses attributable to Special Investments), and subject to any high-water marks.

Performance information for our most significant master funds is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The performance information reflected in this discussion and analysis is not indicative of the performance of our Class A Shares and is not necessarily indicative of the future results of any particular fund. An investment in our Class A Shares is not an investment in any of our funds. There can be no assurance that any of our master funds or our other existing and future funds will achieve similar results.

Performance by Fund

The table below presents the performance information for our most significant master funds (by asset size). The net returns shown represent the composite performance of all feeder funds that comprise each of the master funds presented. The net return is calculated using the total return of all feeder funds, net of all fees and expenses of such feeder funds and master funds (except, as noted above, incentive income on unrealized gains attributable to Special Investments that could reduce returns in these investments at the time of realization) and the returns of each feeder fund include the reinvestment of all dividends and other income. The net returns also include realized and unrealized gains and losses attributable to Special Investments and initial public offering investments that are not allocated to all investors in the feeder funds. Investors that were not allocated Special Investments and initial public offering investments may experience materially different returns.

	Net Return for the Three Months Ended June 30,		Net Return for the Six Months Ended June 30,	
	2012	2011	2012	2011
OZ Master Fund	0.2%	0.0%	4.9%	3.3%
OZ Europe Master Fund	-1.4%	-1.6%	3.4%	1.9%
OZ Asia Master Fund	-3.4%	-0.1%	2.3%	1.3%
OZ Global Special Investments Master Fund	-0.1%	1.8%	5.0%	6.5%

OZ Master Fund

The table below presents a summary of each investment strategy's contribution to the OZ Master Fund's return before management fees and incentive income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
Convertible and Derivative Arbitrage	30%	5%	7%	10%
Corporate Credit	39%	37%	23%	21%
Long/Short Equity Special Situations	-118%	59%	25%	27%
Merger Arbitrage	17%	-27%	3%	3%
Private Investments	-1%	2%	3%	4%
Structured Credit	136%	41%	40%	37%
Other	-3%	-17%	-1%	-2%
Total	100%	100%	100%	100%

OZ Europe Master Fund

The table below presents a summary of each investment strategy's contribution to the OZ Europe Master Fund's return before management fees and incentive income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
Convertible and Derivative Arbitrage	-17%	3%	3%	15%
Corporate Credit	-6%	-30%	35%	42%
Long/Short Equity Special Situations	84%	66%	35%	-5%
Merger Arbitrage	-33%	-10%	7%	12%
Private Investments	117%	37%	-22%	20%
Structured Credit	-49%	16%	43%	31%
Other	4%	18%	-1%	-15%
Total	100%	100%	100%	100%

OZ Asia Master Fund

The table below presents a summary of each investment strategy's contribution to the OZ Asia Master Fund's return before management fees and incentive income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
Convertible and Derivative Arbitrage	-2%	-24%	14%	13%
Corporate Credit	-17%	30%	40%	30%
Long/Short Equity Special Situations	92%	-22%	59%	16%
Merger Arbitrage	1%	51%	-4%	5%
Private Investments	20%	130%	-6%	58%
Other	6%	-65%	-3%	-22%
Total	100%	100%	100%	100%

OZ Global Special Investments Master Fund

The table below presents a summary of each investment strategy's contribution to the OZ Global Special Investments Master Fund's return before management fees and incentive income:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
Corporate Credit	141%	14%	13%	8%
Long/Short Equity Special Situations	-190%	4%	12%	9%
Merger Arbitrage	18%	-3%	1%	1%
Private Investments	-105%	80%	23%	39%
Structured Credit	239%	12%	53%	48%
Other	-3%	-7%	-2%	-5%
Total	100%	100%	100%	100%

Understanding Our Results

Revenues

Our operations have been financed primarily by cash flows generated by our business. Our principal sources of revenues are management fees and incentive income. For any given fiscal period, our revenues are influenced by the amount of our assets under management, the investment performance of our funds and the timing of when we recognize incentive income for certain assets under management as discussed below.

The ability of investors to contribute capital to and redeem capital from our funds causes our assets under management to fluctuate from period to period. Fluctuations in assets under management also result from our funds'

investment performance. Both of these factors directly impact the revenues we earn from management fees and incentive income. For example, a $1 billion increase or decrease in assets under management subject to a 2% management fee would generally increase or decrease annual management fees by $20 million. If net profits attributable to a fee-paying fund investor were $10 million, we generally would earn incentive income equal to $2 million, assuming a 20% incentive income rate, a one-year performance measurement period, no hurdle rate and no high-water marks from prior years.

For any given quarter, our revenues will be influenced by the combination of assets under management and the investment performance of our funds. For the first three quarters of each year, our revenues will be primarily comprised of the management fees we have earned for each respective quarter. In the fourth quarter, our revenues will be primarily comprised of the management fees we have earned for the quarter, as well as incentive income related to the full-year investment performance generated on assets under management that are subject to annual measurement periods, or for other assets under management for which the measurement period expired in that quarter.

Management Fees. Management fees typically range from 1.5% to 2.5% annually of assets under management in our hedge funds. In our real estate funds and credit funds, management fees typically range from 0.75% to 1.5% based on the amount of capital committed to these platforms by our fund investors. Our average management fee rate is approximately 1.7%. This average rate takes into account the effect of non-fee paying assets under management, as well as our dedicated credit platforms and other alternative investment vehicles. Management fees are generally calculated and paid to us on a quarterly basis at the beginning of the quarter, based on the amount of assets under management at the beginning of the quarter. Management fees are prorated for capital inflows and redemptions during the quarter. Accordingly, changes in our management fee revenues from quarter to quarter are driven by changes in the quarterly opening balances of assets under management, the relative magnitude and timing of inflows and redemptions during the respective quarter, as well as the impact of differing management fee rates charged on those inflows and redemptions.

Incentive Income. We earn incentive income based on the performance of our funds. Incentive income is typically equal to 20% of the net realized and unrealized profits attributable to each fund investor, but it excludes unrealized gains and losses attributable to Special Investments. We do not recognize incentive income until the end of the performance measurement period when the amounts are contractually payable, or "crystallized." Additionally, all of our hedge funds are subject to a perpetual loss carry forward, or perpetual "high-water mark," meaning we will not be able to earn incentive income with respect to a fund investor's investment loss in the year or years following negative investment performance until that loss is recouped, at which point a fund investor's investment surpasses the high-water mark. We earn incentive income on any net profits in excess of the high-water mark.

The performance measurement period for most of our assets under management is on a calendar-year basis, and therefore we generally crystallize incentive income annually on December 31. We may recognize incentive income during the first three quarters of the year related to assets subject to three-year performance measurement periods, as well as assets in our real estate funds, credit funds and certain other funds we manage. Additionally, we may recognize incentive income for tax distributions related to these assets. Tax distributions are amounts distributed to us to cover tax liabilities related to incentive income that has been accrued at the fund level but will not be recognized by us until the end of the relevant performance measurement period (if at all). Finally, we may also recognize incentive income related to fund investor redemptions during the first three quarters of the year.

The performance measurement periods with respect to approximately 20.1% of our assets under management as of June 30, 2012 are longer than one year. Approximately 42% of these assets are in the OZ Master Fund and subject to three-year performance measurement periods. The three-year performance measurement period with respect to approximately 53% of these assets will begin to expire in 2012, virtually all in the fourth quarter. Incentive income related to assets subject to three-year performance measurement periods is generally not earned until the end of the three-year period and is based on the cumulative performance over the three-year period. The remaining assets under management with performance measurement periods longer than one year are related to our real estate funds, credit funds and certain other alternative investment vehicles we manage. Incentive income related to these funds is generally not earned until it is no longer subject to repayment to the respective fund. Our ability to earn incentive income on these assets, as well as those with three-year performance measurement periods, is also subject to hurdle rates whereby we do not earn any incentive income until the investment returns exceed an agreed upon benchmark.

Income of Consolidated Och-Ziff Funds. Revenues recorded as income of consolidated Och-Ziff funds consist of interest income, dividend income and other miscellaneous items.

Expenses

Our operating expenses consist of the following:

- ***Compensation and Benefits.*** Compensation and benefits is comprised of salaries, benefits, payroll taxes, discretionary and guaranteed cash bonus expense and equity-based compensation, primarily in the form of RSUs and Och-Ziff Operating Group A Units granted to executive managing directors subsequent to the 2007 Offerings. On an annual basis, compensation and benefits comprise a significant portion of total expenses, with discretionary cash bonuses generally comprising the majority of total compensation and benefits. These cash bonuses are funded by total annual revenues, which are significantly influenced by the incentive income we earn for the year. Annual discretionary cash bonuses in a year with no significant high-water marks in effect are generally determined and expensed in the fourth quarter each year.
- ***Interest Expense.*** Amounts included within interest expense relate primarily to interest expense on our Delayed Draw Term Loan, which is a LIBOR-based, variable-rate borrowing. The LIBOR interest rate on our Delayed Draw Term Loan resets every one, two, three or six months (at our option), two business days prior to the start of each interest period. Prior to the repayment of our 2007 Term Loan and aircraft loan in June 2012, interest expense also included interest on those borrowings.
- ***General, Administrative and Other.*** General, administrative and other expenses are related to occupancy and equipment, professional services, information processing and communications, business development, insurance, changes in our tax receivable agreement liability and other miscellaneous expenses.

In addition, the following expenses also impact our GAAP results:

Reorganization Expenses. Prior to the 2007 Offerings, we completed a reorganization of our business, which we refer to as the "Reorganization." As part of the Reorganization, interests in the Och-Ziff Operating Group held by our executive managing directors and the Ziffs were reclassified as Och-Ziff Operating Group A Units, resulting in significant non-cash Reorganization expenses. These expenses are generally being amortized through 2012 on a straight-line basis over a five-year vesting period following the 2007 Offerings. Assuming no material forfeitures or reallocations, the estimated future Reorganization expenses related to the amortization of Och-Ziff Operating Group A Units held by our executive managing directors are expected to be approximately $600.1 million for the remainder of 2012.

Expenses of Consolidated Och-Ziff Funds. Expenses recorded as expenses of consolidated Och-Ziff funds consist of interest expense and other miscellaneous expenses.

Other Income

Our other income consists of the following:

- ***Net Gains on Investments in Och-Ziff Funds and Joint Ventures.*** Net gains on investments in Och-Ziff funds and joint ventures primarily consists of net gains (losses) on investments in our funds made by us and net gains (losses) on investments in joint ventures established to expand our private investment platforms.
- ***Change in Deferred Income of Consolidated Och-Ziff Funds.*** Incentive income allocations from funds that we consolidate are recognized through a greater share of these funds' net earnings being allocated to us, and a correspondingly reduced share of these earnings allocated to investors in the funds (noncontrolling interests). To the extent we are allocated incentive income by a consolidated fund that could be subject to repayment in the event of future losses, we defer the recognition of our share of income through change in deferred income of consolidated Och-Ziff funds in the consolidated statements of comprehensive loss and record a corresponding liability within other liabilities in the consolidated balance sheets. The liability is reversed and recognized in earnings when these amounts are no longer subject to repayment.

- ***Net Gains of Consolidated Och-Ziff Funds.*** Net gains of consolidated Och-Ziff funds consist of realized and unrealized gains and losses on investments held by the consolidated Och-Ziff funds.

Income Taxes

Income taxes consist of our provision for federal, state and local income taxes in the United States and foreign income taxes, including provisions for deferred income taxes resulting from temporary differences between the tax and GAAP basis. The computation of the provision requires certain estimates and significant judgment, including, but not limited to, the expected taxable income for the year, projections of the proportion of income earned and taxed in foreign jurisdictions, permanent differences between the tax and GAAP basis and the likelihood of being able to fully utilize deferred income tax assets existing as of the end of the period. In addition, the amount of incentive income we earn, the resultant flow of revenues and expenses through our legal entity structure, the effect that changes in our Class A Share price may have on the ultimate deduction we are able to take related to the vesting of RSUs, and any changes in future enacted income tax rates may have a significant impact on our income tax provision and effective tax rate.

Net Loss Allocated to Noncontrolling Interests

Noncontrolling interests represent ownership interests in our subsidiaries held by parties other than us and are primarily made up of: (i) Och-Ziff Operating Group A Units held by our executive managing directors and the Ziffs; and (ii) fund investors' interests in the consolidated Och-Ziff funds. Increases or decreases in net income (loss) allocated to the Och-Ziff Operating Group A Units are driven by the earnings or losses of the Och-Ziff Operating Group. Increases or decreases in the net income (loss) allocated to fund investors' interests in consolidated Och-Ziff funds are driven by the earnings or losses of those funds.

Results of Operations

Revenues

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Management fees	$ 127,492	$ 128,344	$ 249,574	$ 249,690
Incentive income	18,414	6,867	19,635	13,833
Other revenues	220	678	584	1,036
Income of consolidated Och-Ziff funds	32,296	11,396	49,553	21,134
Total Revenues	**$ 178,422**	**$ 147,285**	**$ 319,346**	**$ 285,693**

Total revenues for the quarter-to-date period increased $31.1 million primarily due to the following:

- A $20.9 million increase in income of consolidated Och-Ziff funds. The majority of this income is allocated to noncontrolling interests, as we only have minimal ownership interest, if any, in each of these funds. A portion of this income may be allocated to us as an incentive income allocation; however, these amounts are deferred until the end of the performance measurement periods for the relevant fund.
- An $11.5 million increase in incentive income driven primarily by $11.3 million of incentive income recognized in the second quarter of 2012 related to assets under management subject to three-year performance measurement periods.

Total revenues for the year-to-date period increased $33.7 million primarily due to the following:

- A $28.4 million increase in income of consolidated Och-Ziff funds. The majority of this income is allocated to noncontrolling interests, as we only have minimal ownership interest, if any, in each of these funds. A portion of this income may be allocated to us as an incentive income allocation; however, these amounts are deferred until the end of the performance measurement periods for the relevant fund.
- A $5.8 million increase in incentive income driven by $11.3 million of incentive income recognized in the second quarter of 2012 related to assets under management subject to three-year performance measurement periods. Partially offsetting this increase was a $6.0 million decrease related to tax distributions taken in 2011 that did not recur in 2012.

Our average management fee rate remained at approximately 1.7% in the second quarter of 2012 and 2011.

Expenses

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Compensation and benefits	$ 41,321	$ 61,243	$ 82,191	$ 120,448
Reorganization expenses	398,416	399,312	796,832	805,167
Interest expense	1,212	1,843	2,455	3,891
General, administrative and other	32,252	27,319	61,200	52,424
Expenses of consolidated Och-Ziff funds	2,939	2,480	5,051	3,930
Total Expenses	**$ 476,140**	**$ 492,197**	**$ 947,729**	**$ 985,860**

Total expenses for the quarter-to-date period decreased by $16.1 million primarily due to the following:

- A $19.9 million decrease in compensation and benefits primarily due to the following: (i) a $19.5 million decrease in equity-based compensation expenses primarily due to the vesting of a large number of RSUs in November 2011. These RSUs were mostly granted in connection with our IPO and were subject to a four-year vesting period; (ii) a $2.3 million decrease in bonus expense driven by lower guaranteed bonus accruals; and (iii) a $1.1 million offsetting increase in salaries and benefits due in part to the increase in our worldwide headcount from 421 as of June 30, 2011 to 448 as of June 30, 2012.
- A $4.9 million offsetting increase in general, administrative and other expenses primarily due to a $1.4 million increase in recurring placement and related service fees and a $1.0 million increase in information processing and communication costs. The remaining increase was driven by a net increase in other miscellaneous expenses.

Total expenses for the year-to-date period decreased by $38.1 million primarily due to the following:

- A $38.3 million decrease in compensation and benefits primarily due to the following: (i) a $35.2 million decrease in equity-based compensation expenses primarily due to the vesting of a large number of RSUs in November 2011. These RSUs were mostly granted in connection with our IPO and were subject to a four-year vesting period; (ii) a $6.9 million decrease in bonus expense driven by lower guaranteed bonus accruals; and (iii) a $2.9 million offsetting increase in salaries and benefits due in part to the increase in our worldwide headcount as discussed above.
- An $8.3 million decrease in Reorganization expenses primarily due to lower amortization of Och-Ziff Operating Group A Units that were forfeited by former executive managing directors and subsequently reallocated to the remaining executive managing directors generally at a lower grant-date fair value. Partially offsetting this decrease was a reversal of $6.1 million in the second quarter of 2011 related to the forfeiture of Och-Ziff Operating Group A Units by a former executive managing director.
- An $8.8 million offsetting increase in general, administrative and other expenses primarily due to a $3.1 million increase in recurring placement and related service fees, a $1.7 million increase in information processing and communication costs and $1.4 million of commitment fees recognized in 2012 related to the undrawn portion of our Delayed Draw Term Loan that were incurred prior to the drawdown made in June 2012. The remaining increase was driven by a net increase in other miscellaneous expenses.

Other Income

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Net gains (losses) on investments in Och-Ziff funds and joint ventures	$ (382)	$ 36	$ (288)	$ 212
Change in deferred income of consolidated Och-Ziff funds	(7,055)	(649)	(22,427)	(2,975)
Net gains of consolidated Och-Ziff funds	8,864	2,912	85,276	11,199
Total Other Income	**$ 1,427**	**$ 2,299**	**$ 62,561**	**$ 8,436**

Total other income for the quarter-to-date period decreased by $872 thousand primarily due to the following:

- A $6.4 million decrease in other income resulting from the change in deferred income of consolidated funds. This change was driven by the increase in income and net gains of consolidated Och-Ziff funds discussed above. We defer our incentive income allocation from these funds until the performance measurement period ends and any incentive income allocated to us is no longer subject to repayment.
- A $6.0 million offsetting increase in net gains of consolidated Och-Ziff funds. The majority of these net gains are allocated to noncontrolling interests, as we only have minimal ownership interest, if any, in each of these funds. A portion of these net gains is allocated to us as an incentive income allocation; however, these amounts are deferred until the end of the performance measurement periods for the relevant fund.

Total other income for the year-to-date period increased by $54.1 million primarily due to the following:

- A $74.1 million increase in net gains of consolidated Och-Ziff funds. The majority of these net gains are allocated to noncontrolling interests, as we only have minimal ownership interest, if any, in each of these funds. A portion of these net gains is allocated to us as an incentive income allocation; however, these amounts are deferred until the end of the performance measurement periods for the relevant fund.
- A $19.5 million decrease in other income resulting from the change in deferred income of consolidated funds. This change was driven by the increase in income and net gains of consolidated Och-Ziff funds discussed above. We defer our incentive income allocation from these funds until the performance measurement period ends and any incentive income allocated to us is no longer subject to repayment.

Income Taxes

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Income taxes	$ 12,491	$ 9,413	$ 26,895	$ 18,039

Income tax expense increased by $3.1 million for the quarter-to-date period and $8.9 million for the year-to-date period. The increase in both periods was primarily due to higher profitability and an increase in ownership in the Och-Ziff Operating Group, resulting in an increase in income tax expense of $3.1 million and $5.6 million for the quarter- and year-to-date periods, respectively. An additional increase of $1.2 million for the quarter-to-date period and $3.1 million for the year-to-date period was driven by lower deferred tax assets related to RSU amortization and write-offs of deferred tax assets relating to the vesting of RSUs. Also contributing to the increase for the year-to-date period was a $1.9 million true-up related to the tax treatment of prior net gains on early retirement of debt. These increases were partially offset by a decrease of $1.3 million and $2.2 million for the quarter- and year-to-date periods, respectively, due to lower foreign income taxes.

The Registrant and the Och-Ziff Operating Group entities are partnerships for U.S. federal income tax purposes. Due to our legal structure, only a portion of the income we earn is subject to corporate-level tax rates in the United States and foreign jurisdictions. The provision for income taxes includes federal, state and local income taxes in the United States and foreign income taxes at an effective tax rate of -4.2% and -2.7% for the three months ended June 30, 2012 and 2011, respectively, compared to an effective tax rate of -4.8% and -2.6% for the six months ended June 30, 2012 and 2011, respectively.

The reconciling items between our statutory rate and our effective tax rate were due to the following: (i) a portion of the income we earn is not subject to federal, state and local corporate income taxes in the United States; (ii) a portion of the income we earn is subject to the New York City unincorporated business tax; (iii) certain foreign subsidiaries are subject to foreign corporate income taxes; and (iv) Reorganization expenses are non-deductible for income tax purposes.

As of and for the three and six months ended June 30, 2012 and 2011, we were not required to establish a liability for uncertain tax positions.

Net Loss Allocated to Noncontrolling Interests

The following table presents the components of the net loss allocated to noncontrolling interests:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Och-Ziff Operating Group A Units	$ (222,241)	$ (269,652)	$ (458,649)	$ (546,640)
Consolidated Och-Ziff funds	29,333	9,620	104,136	23,482
Other	368	1,368	782	2,214
Total	**$ (192,540)**	**$ (258,664)**	**$ (353,731)**	**$ (520,944)**

The amount of net loss allocated to noncontrolling interests for the quarter-to-date period decreased $66.1 million primarily due to a $47.4 million decrease in the amount of net loss allocated to the Och-Ziff Operating Group A Units and a $19.7 million increase in the amount of net income allocated to the consolidated Och-Ziff funds. The amount of net loss allocated to noncontrolling interests for the year-to-date period decreased $167.2 million primarily due to an $88.0 million decrease in the amount of net loss allocated to the Och-Ziff Operating Group A Units and an $80.7 million increase in the amount of net income allocated to the consolidated Och-Ziff funds.

The decrease in net loss allocated to the Och-Ziff Operating Group A Units was driven by a decrease in the executive managing directors' and the Ziffs' interests in the Och-Ziff Operating Group in the form of Och-Ziff Operating Group A Units from 75.6% as of June 30, 2011 to 67.6% as of June 30, 2012. As a result, a larger share of losses of the Och-Ziff Operating Group was allocated to us rather than the Och-Ziff Operating Group A Units. Also contributing to the decrease in net loss allocated to the Och-Ziff Operating Group A Units was higher profitability in the Och-Ziff Operating Group driven by lower operating expenses and higher incentive income as discussed above. The Och-Ziff Operating Group A Units are expected to continue to significantly reduce our net income (loss) in future periods as income (losses) of the Och-Ziff Operating Group are allocated to these interests. The increases in net income allocated to the consolidated Och-Ziff funds was driven primarily by the increase in income and net gains of consolidated Och-Ziff funds discussed above.

Net Loss Allocated to Class A Shareholders

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Net Loss Allocated to Class A Shareholders	$ (116,242)	$ (93,362)	$ (238,986)	$ (188,826)

The amount of net loss allocated to Class A Shareholders increased by $22.9 million for the quarter-to-date period and $50.2 million for the year-to-date period, primarily due to an increase in our ownership interest in the Och-Ziff Operating Group. The increase in ownership interest was driven by the 2011 Offering, the issuance of Class A Shares for vested RSUs and the exchange of Och-Ziff Operating Group A Units for Class A Shares. As a result, a larger share of the losses of the Och-Ziff Operating Group was allocated to us. Partially offsetting the increase in net loss allocated to Class A Shareholders was higher profitability in the Och-Ziff Operating Group driven by lower operating expenses and higher incentive income as discussed above.

Economic Income Analysis

In addition to analyzing our results on a GAAP basis, management also reviews our results on an "Economic Income" basis. Economic Income excludes the adjustments described below that are required for presentation of our results on a GAAP basis, but that management does not consider when evaluating operating performance in any given

period. Management, therefore, uses Economic Income as the basis on which it evaluates our financial performance and makes resource allocation and other operating decisions. Management considers it important that investors review the same operating information that it uses.

Economic Income is a measure of pre-tax operating performance that excludes the following from our results on a GAAP basis:

- Income allocations to our executive managing directors and the Ziffs on their direct interests in the Och-Ziff Operating Group. Management reviews operating performance at the Och-Ziff Operating Group level, where substantially all of our operations are performed, prior to making any income allocations.
- Reorganization expenses related to the 2007 Offerings, equity-based compensation expenses and depreciation and amortization expenses, as management does not consider these non-cash expenses to be reflective of operating performance.
- Changes in the tax receivable agreement liability and net gains (losses) on investments in Och-Ziff funds, as management does not consider these to be reflective of operating performance.
- Amounts related to the consolidated Och-Ziff funds, including the related eliminations of management fees and incentive income, as management reviews the total amount of management fees and incentive income earned in relation to total assets under management and fund performance.

In addition, the full amount of deferred cash compensation and expenses related to compensation arrangements based on annual investment performance are recognized on the date they are determined (generally in the fourth quarter of each year), as management determines the total amount of compensation based on our performance in the year of the award.

As a result of the adjustments described above, as well as an adjustment to present management fees net of recurring placement and related service fees (rather than considering these fees an expense), management fees, compensation and benefits, non-compensation expenses and net loss (income) allocated to noncontrolling interests as presented on an Economic Income basis are also non-GAAP measures. No adjustments to the GAAP basis have been made for incentive income, other revenues and net gains (losses) on joint ventures. For reconciliations of our non-GAAP measures to the respective GAAP measures, please see "—Economic Income Reconciliations" following "—Critical Accounting Policies and Estimates" below.

Our non-GAAP financial measures should not be considered as alternatives to our GAAP net loss allocated to Class A Shareholders or cash flow from operations or as indicative of liquidity or the cash available to fund operations. Our non-GAAP measures may not be comparable to similarly titled measures used by other companies.

We conduct substantially all of our operations through our only reportable segment under GAAP, the Och-Ziff Funds segment, which provides asset management services to our hedge funds and other alternative investment vehicles. Other Operations are primarily comprised of our real estate business, which provides asset management services to our real estate funds.

Economic Income Revenues (Non-GAAP)

	Three Months Ended June 30, 2012			Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Economic Income Basis						
Management fees	$ 120,862	$ 2,359	$ 123,221	$ 120,539	$ 4,787	$ 125,326
Incentive Income	18,414	—	18,414	6,867	—	6,867
Other revenues	217	3	220	590	88	678
Total Economic Income Revenues	**$ 139,493**	**$ 2,362**	**$ 141,855**	**$ 127,996**	**$ 4,875**	**$ 132,871**

Economic Income revenues for the quarter-to-date period increased $9.0 million due to an $11.5 million increase in incentive income, partially offset by a $2.1 million decrease in management fees. The increase in incentive income was driven primarily by $11.3 million of incentive income recognized in the Och-Ziff Funds segment during the second quarter of 2012 related to assets under management subject to three-year performance measurement periods. The

decrease in management fees was primarily due to a $2.4 million decrease in Other Operations, which was driven by a catch-up in the second quarter of 2011 for additional investors in our second domestic real estate fund. These investors were charged management fees retroactively to the initial closing of the fund.

Our average management fee rate remained at approximately 1.7% in the second quarter of 2012 and 2011.

	Six Months Ended June 30, 2012			Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Economic Income Basis						
Management fees	$ 236,355	$ 4,746	$ 241,101	$ 234,226	$ 9,073	$ 243,299
Incentive Income	19,635	—	19,635	13,833	—	13,833
Other revenues	481	103	584	892	144	1,036
Total Economic Income Revenues	**$ 256,471**	**$ 4,849**	**$ 261,320**	**$ 248,951**	**$ 9,217**	**$ 258,168**

Economic Income revenues for the year-to-date period increased $3.2 million due to increases of $5.8 million in incentive income, partially offset by a $2.2 million decrease in management fees. The increase in incentive income was driven by $11.3 million of incentive income recognized in the second quarter of 2012 related to assets under management subject to three-year performance measurement periods. Partially offsetting this increase was a $6.0 million decrease related to tax distributions taken in 2011 that did not recur in 2012. The decrease in management fees was due to a $4.3 million decrease in Other Operations, which was driven by a catch-up in the first half of 2011 for additional investors in our second domestic real estate fund. These investors were charged management fees retroactively to the initial closing of the fund. These decreases were partially offset by a $2.1 million increase in management fees in the Och-Ziff Funds segment.

Economic Income Expenses (Non-GAAP)

	Three Months Ended June 30, 2012			Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Economic Income Basis						
Compensation and benefits	$ 21,058	$ 941	$ 21,999	$ 22,245	$ 1,081	$ 23,326
Non-compensation expenses	24,804	375	25,179	21,333	890	22,223
Total Economic Income Expenses	**$ 45,862**	**$ 1,316**	**$ 47,178**	**$ 43,578**	**$ 1,971**	**$ 45,549**

Economic Income expenses for the quarter-to-date period increased $1.6 million primarily due to the following:

- A $3.0 million increase in non-compensation expenses, as a $3.6 million increase in general, administrative and other expenses, primarily in the Och-Ziff Funds segment, was partially offset by a $631 thousand decrease in interest expense. The ratio of non-compensation expenses to management fees increased from 18% in the second quarter of 2011 to 20% in the second quarter of 2012 as non-compensation expenses increased year-over-year while management fees decreased.
- A $1.3 million decrease in compensation and benefits, primarily in the Och-Ziff Funds segment, which was driven by a $2.5 million decrease in bonus expense, partially offset by an increase of $1.1 million in salaries and benefits. The decline in bonus expense was primarily due to lower guaranteed bonus accruals. The increase in salaries and benefits was due in part to the increase in our worldwide headcount from 421 as of June 30, 2011 to 448 as of June 30, 2012. The ratio of salaries and benefits to management fees increased from 15% in the second quarter of 2011 to 16% in the second quarter of 2012 as salaries and benefits increased year-over-year while management fees decreased.

	Six Months Ended June 30, 2012			Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Economic Income Basis						
Compensation and benefits	$ 40,801	$ 1,917	$ 42,718	$ 44,672	$ 1,836	$ 46,508
Non-compensation expenses	46,800	926	47,726	40,971	2,171	43,142
Total Economic Income Expenses	**$ 87,601**	**$ 2,843**	**$ 90,444**	**$ 85,643**	**$ 4,007**	**$ 89,650**

Economic Income expenses for the year-to-date period increased $794 thousand primarily due to the following:

- A $4.6 million increase in non-compensation expenses, as a $6.0 million increase in general, administrative and other expenses, primarily in the Och-Ziff Funds segment, was partially offset by a $1.4 million decrease in interest expense. The ratio of non-compensation expenses to management fees increased from 18% in the second quarter of 2011 to 20% in the second quarter of 2012 as non-compensation expenses increased year-over-year while management fees decreased.
- A $3.8 million decrease in compensation and benefits, primarily in the Och-Ziff Funds segment, which was driven by a $6.7 million decrease in bonus expense, partially offset by an increase of $2.9 million in salaries and benefits. The decline in bonus expense was primarily due to lower guaranteed bonus accruals. The increase in salaries and benefits was due in part to the increase in our worldwide headcount. The ratio of salaries and benefits to management fees increased from 15% in the first half of 2011 to 16% in the first half of 2012 as salaries and benefits increased year-over-year while management fees decreased.

Other Economic Income Items (Non-GAAP)

	Three Months Ended June 30, 2012			Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Economic Income Basis						
Net gains (losses) on joint ventures	$ (383)	$ —	$ (383)	$ 35	$ (4)	$ 31
Net income allocated to noncontrolling interests	$ —	$ (319)	$ (319)	$ —	$ (956)	$ (956)

	Six Months Ended June 30, 2012			Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Economic Income Basis						
Net gains (losses) on joint ventures	$ (221)	$ (111)	$ (332)	$ 204	$ (58)	$ 146
Net income allocated to noncontrolling interests	$ —	$ (675)	$ (675)	$ —	$ (1,777)	$ (1,777)

Net gains (losses) on joint ventures represents our share of the net gains (losses) on joint ventures established to expand certain of our private investments platforms. Net income allocated to noncontrolling interests represents the amount of income that was allocated (i.e., a reduction to Economic Income) to residual interests in the domestic real estate management business not owned by us.

Economic Income (Non-GAAP)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2012	2011	2012	2011
	(dollars in thousands)			
Economic Income:				
Och-Ziff Funds segment	$ 93,248	$ 84,453	$ 168,649	$ 163,512
Other Operations	727	1,944	1,220	3,375
Total Company	**$ 93,975**	**$ 86,397**	**$ 169,869**	**$ 166,887**

Economic Income increased $7.6 million for the quarter-to-date period and $3.0 million for the year-to-date period primarily due to an increase in incentive income and a decrease in compensation and benefits in the Och-Ziff Funds segment, partially offset by an increase in non-compensation expenses in the Och-Ziff Funds segment and a decrease in management fees in Other Operations.

Liquidity and Capital Resources

The working capital needs of our business have historically been met and continue to be met through cash generated from management fees and incentive income earned by the Och-Ziff Operating Group from our funds. We currently do not incur any indebtedness to fund our ongoing operations, but we have outstanding indebtedness that was incurred in connection with the refinancing of indebtedness incurred as part of the Reorganization:

We expect that our primary liquidity needs over the next 12 months will be to:

- Pay our operating expenses, primarily consisting of compensation and benefits, as well as any related tax withholding obligations, and non-compensation expenses.
- Repay borrowings and interest thereon.
- Provide capital to facilitate the growth of our business.
- Pay income taxes and amounts to our executive managing directors and the Ziffs with respect to the tax receivable agreement as discussed below under "—Tax Receivable Agreement."
- Make cash distributions in accordance with our distribution policy as discussed below under "—Distributions."

Historically, management fees have been more than sufficient to cover all of our "fixed" operating expenses, which we define as salaries and benefits and our non-compensation costs. As explained above under "—Understanding Our Results—Revenues—Incentive Income," we generally do not recognize incentive income during the first three quarters of the year other than amounts earned as a result of fund investor redemptions during the period or, beginning in 2012, amounts earned from fund investors on assets subject to three-year performance measurement periods. Additionally, we may recognize a portion of incentive income prior to the end of the three-year period for these assets related to tax distributions as discussed in "—Understanding Our Results—Revenues— Incentive Income."

We cannot predict the amount of incentive income, if any, which we may earn in any given year. Accordingly, we do not rely on incentive income to meet our fixed operating expenses. Total annual revenues, which typically have been influenced by the amount of annual incentive income we earn, historically have been sufficient to fund all of our other working capital needs, including annual discretionary cash bonuses. These cash bonuses, which historically have comprised our largest operating expense, are variable such that, in any year where total annual revenues are greater or less than the prior year, cash bonuses may be adjusted accordingly. Our ability to scale our largest cash operating expense to our total annual revenues helps us manage our cash flow and liquidity position from year to year.

Based on our past results, management's experience and our current level of assets under management, we believe that our existing cash resources, together with the cash generated from management fees, will be sufficient to meet our anticipated fixed operating expenses and other working capital needs for at least the next 12 months. As we have done historically, we will determine the actual amount of discretionary cash bonuses during the fourth quarter of each year and intend to fund this amount through total annual revenues. Although we cannot predict the amount, if any, of incentive income we may earn, we are able to regularly monitor expected management fees and we believe that we will be able to adjust our expense infrastructure, including discretionary cash bonuses, as needed to meet the requirements of our business and in order to maintain positive operating cash flows. Nevertheless, if we generate insufficient cash flows from operations to meet our short-term liquidity needs, we may have to borrow funds or sell assets, subject to existing contractual arrangements.

In June 2012, we refinanced the $364.6 million indebtedness outstanding under the 2007 Term Loan, as well as the $10.7 million indebtedness outstanding under our aircraft loan through a borrowing under the Delayed Draw Term Loan. For borrowings under the Delayed Draw Term Loan, we are required to make quarterly payments equal to 0.25% of the indebtedness outstanding on the last day of each quarter, and the balance will be payable upon maturity on November 23, 2016. We may use cash on hand to repay any borrowings under the Delayed Draw Term Loan in part prior to the maturity date, which would reduce amounts available to distribute to our Class A Shareholders. For any amounts unpaid as of the maturity date, we will be required to repay the remaining balance by using cash on hand, refinancing the remaining balance by entering into new credit facilities, which could result in higher borrowing costs, or by raising cash by issuing equity or other securities, which would dilute existing shareholders. No assurance can be given that we will be able to enter into new credit facilities or issue equity or other securities in the future on attractive terms or at all. Any new credit facilities that we may be able to enter into may have covenants that impose additional limitations on us, including with respect to making distributions, entering into business transactions or other matters, and may result in increased interest expense. If we are unable to meet our debt obligations on terms that are favorable to us, our business may be adversely impacted. See "—Debt Obligations" for more information regarding our Delayed Draw Term Loan.

For our other longer-term liquidity requirements, we expect to continue to fund our fixed operating expenses through management fees and to fund discretionary cash bonuses and the repayment of our debt obligations through a combination of management fees and incentive income. We may also decide to meet these requirements by issuing debt or additional equity or other securities. Over the long term, we believe we will be able to grow our assets under management and generate positive investment performance in our funds, which we expect will allow us to grow our management fees and incentive income in amounts sufficient to cover our long-term liquidity requirements.

To maintain maximum flexibility to meet demands and opportunities both in the short and long term, and subject to existing contractual arrangements, we may want to retain cash, issue additional equity or borrow additional funds to:

- Support the future growth in our business.
- Create new or enhance existing products and investment platforms.
- Repay borrowings.
- Pursue new investment opportunities.
- Develop new distribution channels.

Market conditions and other factors may make it more difficult or costly to raise or borrow additional funds. Excessive costs or other significant market barriers may limit or prevent us from maximizing our growth potential and flexibility.

Debt Obligations

As discussed above, in June 2012, we refinanced the indebtedness outstanding under our 2007 Term Loan, as well as the indebtedness outstanding under our aircraft loan. A $384.5 million borrowing under the Delayed Draw Term Loan was used to fund these refinancings, with the balance being used for general corporate purposes. A $6.5 million borrowing under the facility was made in November 2011 to fund a portion of the 2007 Term Loan repurchased and retired in connection with the 2011 Offering. As of June 30, 2012, the total indebtedness outstanding under the Delayed Draw Term Loan was $390.0 million.

Borrowings under the Delayed Draw Term Loan are payable in quarterly installments equal to 0.25% of the amount outstanding on the last day of each quarter, and the balance will be payable upon maturity on November 23, 2016. Any amounts borrowed under the facility and subsequently repaid may not be re-borrowed. Amounts borrowed bear interest at a rate of LIBOR plus 1.50%, or a base rate plus 0.50%, and are secured by a first priority lien on substantially all assets of the Och-Ziff Operating Group.

The Delayed Draw Term Loan includes two financial maintenance covenants. The first prohibits total assets under management as of the last day of any fiscal quarter to be less than $17.5 billion for two successive quarters, and the second prohibits the "economic income leverage ratio" (as defined in the relevant credit agreement) as of the last day of any fiscal quarter from exceeding 4.0 to 1.0. The Delayed Draw Term Loan allows a limited right to cure an event of default resulting from noncompliance with the economic income leverage ratio test with an equity contribution made to the borrower, OZ Management. Such cure right may not be used more than two times in any four-quarter period or more than three times during the term of the facility. As of June 30, 2012, we were in compliance with these covenants.

The Delayed Draw Term Loan includes provisions that restrict or limit the ability of the Och-Ziff Operating Group from:

- Incurring further secured indebtedness or issuing certain equity interests.
- Creating liens.
- Paying dividends in excess of free cash flow (as defined below) or making certain other payments.
- Merging, consolidating, selling or otherwise disposing of all or part of its assets.
- Engaging in certain transactions with shareholders or affiliates.

- Engaging in a substantially different line of business.
- Amending its organizational documents in a manner materially adverse to the lenders.

The Delayed Draw Term Loan permits the Och-Ziff Operating Group to incur up to $150 million of unsecured indebtedness and additional unsecured indebtedness so long as, after giving effect to the incurrence of such indebtedness, it is in compliance with an economic income leverage ratio (as defined in the relevant credit agreement) of 4.0 to 1.0 and no default or event of default has occurred and is continuing. As of June 30, 2012, the Och-Ziff Operating Group had not incurred any unsecured indebtedness. We will not be permitted to make distributions from the Och-Ziff Operating Group to our Class A Shareholders or the holders of Och-Ziff Operating Group A Units if we are in default under the Delayed Draw Term Loan.

The Delayed Draw Term Loan also limits the amount of distributions the Och-Ziff Operating Group can pay in a 12-month period to its "free cash flow." Free cash flow for any period includes the combined net income or loss of the Och-Ziff Operating Group, excluding certain subsidiaries, subject to certain additions and deductions for taxes, interest, depreciation, amortization and other non-cash charges for such period, less total interest paid, expenses in connection with the purchase of property and equipment, distributions to equity holders to pay taxes, plus (or minus) realized gains (or losses) on investments and dividends and interest from investments. As of June 30, 2012, distributions from the Och-Ziff Operating Group were in compliance with the free cash flow covenant.

Tax Receivable Agreement

We have made, and may in the future be required to make, payments under the tax receivable agreement that we entered into with our executive managing directors and the Ziffs. The purchase by the Och-Ziff Operating Group of Och-Ziff Operating Group A Units from our executive managing directors and the Ziffs with proceeds from the 2007 Offerings, and subsequent taxable exchanges by them of Och-Ziff Operating Group A Units for our Class A Shares on a one-for-one basis (or, at our option, a cash equivalent), resulted, and, in the case of future exchanges, are anticipated to result, in an increase in the tax basis of the assets of the Och-Ziff Operating Group that would not otherwise have been available. We anticipate that any such tax basis adjustment resulting from an exchange will be allocated principally to certain intangible assets of the Och-Ziff Operating Group, and we will derive our tax benefits principally through amortization of these intangibles over a 15-year period. Consequently, these tax basis adjustments will increase, for tax purposes, our depreciation and amortization expenses and will therefore reduce the amount of tax that Och-Ziff Corp and any other future intermediate corporate taxpaying entities that acquire Och-Ziff Operating Group B Units in connection with an exchange, if any, would otherwise be required to pay in the future. Accordingly, pursuant to the tax receivable agreement, such corporate taxpaying entities (including Och-Ziff Capital Management Group LLC if it is treated as a corporate taxpayer) have agreed to pay our executive managing directors and the Ziffs 85% of the amount of cash savings, if any, in federal, state and local income taxes in the United States that these entities actually realize related to their units as a result of such increases in tax basis.

In connection with the departure of certain former executive managing directors since the 2007 Offerings, the right to receive payments under the tax receivable agreement by such former executive managing directors was contributed to the Och-Ziff Operating Group. As a result, we expect to pay to our remaining executive managing directors and the Ziffs approximately 77% (from 85% at the time of the 2007 Offerings) of the amount of cash savings, if any, in federal, state and local income taxes in the United States that we actually realize as a result of such increases in tax basis. To the extent that we do not realize any cash savings, we would not be required to make corresponding payments under the tax receivable agreement.

Payments under the tax receivable agreement are anticipated to increase the tax basis adjustment of intangible assets resulting from a prior exchange, with such increase being amortized over the remainder of the amortization period applicable to the original basis adjustment of such intangible assets resulting from such prior exchange. It is anticipated that this will result in increasing annual amortization deductions in the taxable years of and after such increases to the original basis adjustments, and potentially will give rise to increasing tax savings with respect to such years and correspondingly increasing payments under the tax receivable agreement.

As of June 30, 2012, assuming no material changes in the relevant tax law and that we generate sufficient taxable income to realize the full tax benefit of the increased amortization resulting from the increase in tax basis of our assets, we expect to pay our executive managing directors and the Ziffs approximately $764.3 million over the next 15 years as a result of the cash savings to our intermediate holding companies from the purchase of Och-Ziff Operating Group A

Units from our executive managing directors and the Ziffs with proceeds from the 2007 Offerings and the exchange of Och-Ziff Operating Group A Units for Class A Shares. Future cash savings and related payments to our executive managing directors under the tax receivable agreement in respect of subsequent exchanges would be in addition to these amounts. The obligation to make payments under the tax receivable agreement is an obligation of the intermediate corporate taxpaying entities and not of the Och-Ziff Operating Group entities. We may need to incur debt to finance payments under the tax receivable agreement to the extent the entities within the Och-Ziff Operating Group do not distribute cash to our intermediate corporate tax paying entities in an amount sufficient to meet our obligations under the tax receivable agreement.

The actual increase in tax basis of the Och-Ziff Operating Group assets resulting from an exchange or from payments under the tax receivable agreement, as well as the amortization thereof and the timing and amount of payments under the tax receivable agreement, will vary based upon a number of factors, including those described below:

- The amount and timing of the income of Och-Ziff Corp will impact the payments to be made under the tax receivable agreement. To the extent that Och-Ziff Corp does not have sufficient taxable income to utilize the amortization deductions available as a result of the increased tax basis in the Och-Ziff Operating Group assets, payments required under the tax receivable agreement would be reduced.
- The price of our Class A Shares at the time of any exchange will determine the actual increase in tax basis of the Och-Ziff Operating Group assets resulting from such exchange; payments under the tax receivable agreement resulting from future exchanges, if any, will be dependent in part upon such actual increase in tax basis.
- The composition of the Och-Ziff Operating Group's assets at the time of any exchange will determine the extent to which Och-Ziff Corp may benefit from amortizing its increased tax basis in such assets and thus will impact the amount of future payments under the tax receivable agreement resulting from any future exchanges.
- The extent to which future exchanges are taxable will impact the extent to which Och-Ziff Corp will receive an increase in tax basis of the Och-Ziff Operating Group assets as a result of such exchanges, and thus will impact the benefit derived by Och-Ziff Corp and the resulting payments, if any, to be made under the tax receivable agreement.
- The tax rates in effect at the time any potential tax savings are realized, which would affect the amount of any future payments under the tax receivable agreement.

Depending upon the outcome of these factors, payments that we may be obligated to make to our executive managing directors and the Ziffs under the tax receivable agreement in respect of exchanges could be substantial. In light of the numerous factors affecting our obligation to make payments under the tax receivable agreement, the timing and amounts of any such actual payments are not reasonably ascertainable.

Dividends and Distributions

The following table presents the cash dividends declared on our Class A Shares in 2012 and the related cash distributions to our executive managing directors and the Ziffs with respect to their direct ownership interests in the Och-Ziff Operating Group:

	Class A Shares		
Payment Date	Record Date	Dividend per Share	Related Distributions to Executive Managing Directors and the Ziffs (dollars in thousands)
August 20, 2012	August 13, 2012	$ 0.14	$ 57,635
May 21, 2012	May 14, 2012	$ 0.10	$ 42,686
February 28, 2012	February 21, 2012	$ 0.04	$ 15,245

We intend to distribute to our Class A Shareholders substantially all of their pro rata share of our annual Economic Income (as described above under "—Economic Income Analysis") in excess of amounts determined by us to be necessary or appropriate to provide for the conduct of our business, to pay income taxes, to pay any amounts owed under the tax receivable agreement, to make appropriate investments in our business and our funds, and to make payments on any of our obligations.

When we pay dividends on our Class A Shares, we intend to make corresponding distributions to our executive managing directors and the Ziffs on their interests in the Och-Ziff Operating Group, subject to the terms of the limited partnership agreements of the Och-Ziff Operating Group entities.

The declaration and payment of future distributions will be at the sole discretion of our Board of Directors, which may change our distribution policy or reduce or eliminate our distributions at any time in its discretion. Our Board of Directors will take into account such factors as it may deem relevant, including general economic and business conditions; our strategic plans and prospects; our business and investment opportunities; our financial condition and operating results; working capital requirements and anticipated cash needs; contractual restrictions and obligations, including payment obligations pursuant to the tax receivable agreement and restrictions pursuant to our term loan; legal, tax and regulatory restrictions; and other restrictions and limitations on the payment of distributions by us to our Class A Shareholders or by our subsidiaries to us, and such other factors as our Board of Directors may deem relevant.

The declaration and payment of any distribution may be subject to legal, contractual or other restrictions. For example, as a Delaware limited liability company, Och-Ziff Capital Management Group LLC is not permitted to make distributions if and to the extent that after giving effect to such distributions, its liabilities would exceed the fair value of its assets. We are also not permitted to make distributions if we are in default under our term loan. Our term loan also limits the amount of distributions we can pay to our "free cash flow," as discussed above. Our cash needs and payment obligations may fluctuate significantly from quarter to quarter, and we may have material unexpected expenses in any period. This may cause amounts available for distribution to significantly fluctuate from quarter to quarter or may reduce or eliminate such amounts.

Additionally, RSUs outstanding as of June 30, 2012 accrue dividend equivalents equal to the dividend amounts paid on our Class A Shares. To date, these dividend equivalents have been awarded in the form of additional RSUs, which accrue additional dividends. The dividend equivalents will be paid if and when the related RSUs vest. Our Board of Directors has the right to determine whether the RSUs and any related dividend equivalents will be settled in Class A Shares or in cash. We currently withhold shares to satisfy the tax withholding obligations of holders of vested RSUs and dividend equivalents, which results in the use of cash from operations or borrowings to satisfy these tax-withholding payments.

In accordance with the Och-Ziff Operating Group entities' limited partnership agreements, we may cause the applicable Och-Ziff Operating Group entities to distribute cash to the intermediate holding companies, the executive managing directors and the Ziffs in an amount at least equal to the presumed maximum tax liabilities arising from their direct ownership in these entities. The presumed maximum tax liabilities are based upon the presumed maximum income allocable to any such unit holder at the maximum combined U.S. federal, New York State and New York City tax rates. Holders of our Class A Shares may not always receive distributions at a time when our intermediate holding companies, the executive managing directors and the Ziffs are receiving distributions on their interests, as distributions to our intermediate holding companies may be used to settle tax liabilities, if any, or other obligations. Such tax distributions will take into account the disproportionate income allocation (but not a disproportionate cash allocation) to the unit holders with respect to "built-in gain assets," if any, at the time of the 2007 Offerings. Consequently, Och-Ziff Operating Group tax distributions may be greater than if such assets had a tax basis equal to their value at the time of the 2007 Offerings.

Our cash distribution policy has certain risks and limitations, particularly with respect to our liquidity. Although we expect to pay distributions according to our policy, we may not make distributions according to our policy, or at all, if, among other things, we do not have the cash necessary to pay the distribution. Moreover, if the Och-Ziff Operating Group's cash flows from operations are insufficient to enable it to make required minimum tax distributions discussed above, the Och-Ziff Operating Group may have to borrow funds or sell assets, and thus our liquidity and financial condition could be materially adversely affected. Furthermore, by paying cash distributions rather than investing that cash in our businesses, we might risk slowing the pace of our growth, or not having a sufficient amount of cash to fund our obligations, operations, new investments or unanticipated capital expenditures, should the need arise. In such event, we may not be able to effect our business and growth strategy to the extent intended.

Our Funds' Liquidity and Capital Resources

Our funds have access to liquidity from our prime brokers and other counterparties. Additionally, our funds may have committed facilities in addition to regular financing from our counterparties. These sources of liquidity provide our funds with additional financing resources, allowing them to take advantage of opportunities in the global marketplace.

Our funds' current liquidity position could be adversely impacted by any substantial, unanticipated investor redemptions from our funds that are made within a short time period. As discussed above in "—Assets Under Management," capital contributions from investors in our funds generally are subject to initial lock-up periods of one to three years. Following the expiration of these lock-up periods, subject to certain limitations, investors may redeem capital generally on a quarterly or annual basis upon giving 30 to 45 days prior written notice. These lock-ups and redemption notice periods help us to manage our liquidity position. However, upon the payment of a redemption fee to the applicable fund and upon giving 30 days prior written notice, certain investors may redeem capital during the lock-up period.

We also follow a thorough risk management process and regularly monitor the liquidity of our funds' portfolios in relation to economic and market factors and the timing of potential investor redemptions. As a result of this process, we may determine to reduce exposure or increase the liquidity of our funds' portfolios at any time, whether in response to global economic and market conditions, redemption requests or otherwise. For these reasons, we believe we will be well prepared to address market conditions and redemption requests, as well as any other events, with limited impact on our funds' liquidity position. Nevertheless, significant redemptions made during a single quarter could adversely affect our funds' liquidity position, as we may meet redemptions by using our funds' available cash or selling assets (possibly at a loss). Such actions would result in lower assets under management, which would reduce the amount of management fees and incentive income we may earn. Our funds could also meet redemption requests by increasing leverage, provided we are able to obtain financing on reasonable terms, if at all. We believe our funds have sufficient liquidity to meet any anticipated redemptions for the foreseeable future.

Cash Flows Analysis

Operating Activities. Net cash from operating activities was $(30.3) million and $353.0 million for the six months ended June 30, 2012 and 2011, respectively. The decrease in net cash from operating activities was primarily due to lower incentive income in 2011 compared to 2010, as incentive income is generally collected from our funds and paid out as dividends and distributions during the first quarter of the following year. Additionally, net cash from operating activities also declined due to the investment activities of the consolidated funds, as these entities are investment companies for GAAP purposes, and therefore their investment-related cash flows are classified within operating activities. These investment-related cash flows are of the consolidated funds and do not directly impact the cash flows related to our Class A Shareholders. In both periods, net cash flows from operating activities also included the collection of current-year management fees, less interest expense and other cash operating expenses.

Investing Activities. There were no significant changes in the net cash used in investing activities for the periods presented, as investment-related cash flows of the consolidated Och-Ziff funds are classified within operating activities.

Financing Activities. Net cash from financing activities was $53.8 million and $(301.9) million for the six months ended June 30, 2012 and 2011, respectively. The increase in net cash from financing activities was primarily due to a $384.5 million drawdown under the Delayed Draw Term Loan, which was used primarily to refinance the $364.6 million indebtedness outstanding under the 2007 Term Loan and the $10.7 million indebtedness outstanding under our aircraft loan. The increase in net cash from financing activities was also driven by an increase in capital contributions by fund investors into the consolidated funds (noncontrolling interests). Cash flows from financing activities include contributions from and distributions to the fund investors in our consolidated funds. These increases in net cash from financing activities were partially offset by a decline in distributions to our executive managing directors and the Ziffs on their Och-Ziff Operating Group A Units, as well as a decline in dividends paid to our Class A Shareholders. We paid dividends to our Class A Shareholders of $19.6 million in the first half of 2012 compared to $81.2 million in the first half of 2011 and paid distributions of $56.5 million compared to $308.2 million in the first half of 2012 and 2011, respectively, to our executive managing directors and the Ziffs on their Och-Ziff Operating Group A Units. These decreases in dividends and distributions were primarily due to lower incentive income in 2011 compared to 2010. Incentive income is generally collected from our funds and paid out as dividends and distributions during the first quarter of the following year.

Contractual Obligations

In June 2012, we refinanced the indebtedness outstanding under our 2007 Term Loan and our aircraft loan. A $384.5 million borrowing under the Delayed Draw Term Loan was used to fund these refinancings, with the balance being used for general corporate purposes. The table below presents the required principal payments due under the Delayed Draw Term Loan, our only outstanding long-term indebtedness following the refinancing of our 2007 Term Loan and our aircraft loan, as well as expected future interest payments based on the LIBOR rates that were in effect as of June 30, 2012. There have been no other significant changes to the contractual obligations reported in our Annual Report.

	July 2012 - December 2012	2013 - 2014	2015 - 2016	Total
	(dollars in thousands)			
Long-term debt	$ 1,948	$ 7,693	$ 380,349	$ 389,990
Estimated interest on long-term debt based on LIBOR at June 30, 2012	$ 3,924	$ 15,293	$ 14,236	$ 33,453

Off-Balance Sheet Arrangements

As of June 30, 2012, we did not have any off-balance sheet arrangements.

Critical Accounting Policies and Estimates

Critical accounting policies are those that require us to make significant judgments, estimates or assumptions that affect amounts reported in our financial statements or the notes thereto. We base our judgments, estimates and assumptions on current facts, historical experience and various other factors that we believe to be reasonable and prudent. Actual results may differ materially from these estimates. See Note 2 to our consolidated financial statements included in our Annual Report for a description of our accounting policies. The following is a summary of what we believe to be our most critical accounting policies and estimates:

Fair Value of Investments

The valuation of investments held by our funds is the most critical estimate made by management impacting our results. Pursuant to specialized accounting for investment companies under GAAP, investments held by the Och-Ziff funds are carried at their estimated fair values. The valuation of investments held by our funds has a significant impact on our results, as our management fees and incentive income are determined based on the fair value of these investments.

GAAP prioritizes the level of market price observability used in measuring assets and liabilities at fair value. Market price observability is impacted by a number of factors, including the type of assets and liabilities and the specific characteristics of the assets and liabilities. Assets and liabilities with readily available, actively quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and lesser degree of judgment used in measuring fair value.

Assets and liabilities measured at fair value are classified into one of the following categories:

- **Level I** – Fair value is determined using quoted prices that are available in active markets for identical assets or liabilities. The types of assets and liabilities that would generally be included in this category are certain listed equities, sovereign debt of developed nations and listed derivatives.
- **Level II** – Fair value is determined using quotations received from dealers making a market for these assets or liabilities ("broker quotes"), valuations obtained from independent third-party pricing services, the use of models, or other valuation methodologies based on pricing inputs that are either directly or indirectly market observable as of the measurement date. Consideration is given to the nature of the broker quotes (e.g., indicative or executable). Assets and liabilities for which executable broker quotes are significant inputs in determining the fair value of an asset or liability are included within Level II. The types of assets and liabilities that would generally be included in this category include certain corporate bonds, certain credit default swap contracts, certain bank debt securities, less liquid and restricted equity securities, forward contracts and certain over-the-counter ("OTC") derivatives.
- **Level III** – Fair value is determined using pricing inputs that are unobservable in the market and includes situations where there is little, if any, market activity for the asset or liability. The fair value for assets and liabilities in this category may require significant judgment or estimation in determining fair value of the assets or liabilities. The fair value of these assets and liabilities may be estimated using a combination of observed transaction prices, independent pricing services, relevant broker quotes, models or other valuation methodologies based on pricing inputs that are neither directly or indirectly market observable. Assets and liabilities for which indicative broker quotes are significant inputs in determining the fair value of an asset or liability are included within Level III. The types of assets and liabilities that would generally be included in this category include equity and debt securities issued by private entities, limited partnerships, certain corporate bonds, certain credit default swap contracts, certain bank debt securities, certain commercial real estate debt securities, certain OTC derivatives, residential and commercial mortgage-backed securities, collateralized debt obligations and other asset-backed securities.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, an asset or liability's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

As of June 30, 2012, the absolute values of our funds' invested assets and liabilities were classified within the fair value hierarchy as follows: approximately 44% within Level I; approximately 19% within Level II; and approximately 37% within Level III. As of December 31, 2011, the absolute values of our funds' invested assets and liabilities were classified within the fair value hierarchy as follows: approximately 48% within Level I; approximately 20% within Level II; and approximately 32% within Level III. The percentage of our funds' assets and liabilities within the fair value hierarchy will fluctuate based on the investments made at any given time and such fluctuations could be significant. A portion of our funds' Level III assets relate to Special Investments or other investments on which we do not earn any incentive income until such investments are sold or otherwise realized. Upon the sale or realization event of these assets, any realized profits are included in the calculation of incentive income for such year. Accordingly, the estimated fair value of our funds' Level III assets may not have any relation to the amount of incentive income actually earned with respect to such assets.

Valuation of Investments. Fair value represents the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants as of the measurement date. The fair value of our funds' investments is based on observable market prices when available. Such values are generally based on the last sales price.

We, as the investment manager of the Och-Ziff funds, determine the fair value of investments that are not actively traded on a recognized securities exchange or otherwise lack a readily ascertainable market value. The methods and procedures to value these investments may include, but are not limited to: (i) performing comparisons with prices of comparable or similar securities; (ii) obtaining valuation-related information from the issuers; (iii) calculating the present value of future cash flows; (iv) assessing other analytical data and information relating to the investment that is an indication of value; (v) obtaining information provided by third parties; (vi) reviewing the amounts invested in these investments; and (vii) evaluating financial information provided by the management of these investments. See Note 4 to our consolidated financial statements included in this quarterly report for additional information.

Significant judgment and estimation goes into the assumptions that drive our valuation methodologies and procedures for assets that are not actively traded on a recognized securities exchange or otherwise lack a readily ascertainable market value. The actual amounts ultimately realized could differ materially from the values estimated based on the use of these methodologies. Realizations at values significantly lower than the values at which investments have been reflected could result in losses at the fund level and a decline in future management fees and incentive income. Such situations may also negatively impact fund investor perception of our valuation policies and procedures, which could result in redemptions and difficulties in raising additional capital.

We have established an internal control infrastructure over the valuation of financial instruments that requires ongoing oversight by our Financial Control Group as well as periodic audits by our Internal Audit Group. These management control functions are segregated from the trading and investing functions. We have also established a Valuation Committee, comprised of non-investment professionals, that is responsible for overseeing and monitoring the pricing of our funds' investments and performing periodic due diligence reviews of independent pricing services. The Valuation Committee may obtain input from investment professionals for consideration in carrying out their responsibilities.

We employ resources to help ensure that the Financial Control and Internal Audit Groups are able to function at an appropriate quality level. We consider the segregation of duties within our internal control infrastructure. Specifically, the Financial Control Group is responsible for establishing and monitoring compliance with valuation policies. Our Internal Audit Group employs a risk-based program of audit coverage that is designed to provide an independent assessment of the design and effectiveness of controls over our operations, regulatory compliance, valuation of financial instruments and reporting, as well as reporting compliance with these controls to our Audit Committee. Additionally, our Internal Audit Group meets with management periodically to evaluate and provide guidance on the existing risk framework and control environment assessments. Within our trading and investing functions, we have established policies and procedures that relate to the approval of all new transaction types, transaction pricing sources and fair value hierarchy coding within our financial reporting system. The appropriate internal and external resources with technical expertise and product, market and industry knowledge, perform independent verification of prices, profit and loss review, and validation of the models used in our valuation process.

The analysis used in measuring the fair value of financial instruments is generally related to the level of observable pricing inputs. For Level III inputs that are less observable, to the extent possible, procedures have been established to discuss the valuation methodology, including pricing techniques, with senior management of the trading and investing functions, to compare the inputs to observable inputs for similar positions, to review subsequent secondary market activities and to perform comparisons of actual versus projected cash flows. We review a daily profit and loss report, as well as other periodic reports, and analyze material changes from period-to-period in the valuation of investments. We also perform back testing on a regular basis by comparing prices observed in executed transactions to previous valuations. Pricing services may be used regularly to verify that our internal valuations are reasonable.

As of June 30, 2012, the only assets and liabilities carried at fair value in our consolidated balance sheet were the investment holdings of the consolidated Och-Ziff funds. The majority of the investments held by the consolidated Och-Ziff funds are valued using sources other than observable market data, which are considered to be within Level III of the fair value hierarchy. However, substantially all of these fair value changes are absorbed by the investors of these funds (noncontrolling interests). The following table presents our net economic exposure to these Level III investments:

	June 30, 2012
	(dollars in thousands)
Level III assets and liabilities (net) of consolidated Och-Ziff funds	$ 1,055,580
Less: Level III assets and liabilities (net) for which we do not bear economic exposure	(1,052,214)
Net Economic Exposure to Level III Assets and Liabilities (net)	**$ 3,366**

Impact of Fair Value Measurement on Our Results. A 10% change in the estimate of fair value of the investments held by our funds would have the following effects on our results:

	Hedge Funds	Real Estate and Certain Other Funds
Management fees	Generally, a 10% change in the period subsequent to the change in fair value, as management fees are charged based on the assets under management at the beginning of the period.	None, as management fees are generally charged based on committed capital during the original investment period and invested capital thereafter.
Incentive income	Generally, an immediate 10% impact if the change in fair value continues at the end of the measurement period, at which time incentive income is recognized, and assuming no high-water marks in effect.	None, as incentive income is recognized based on realized profits and when no longer subject to clawback.

Management fees are generally charged based on the fair value of assets under management subject to fees at the beginning of the period. A 10% change in the fair value of the investments held by the Och-Ziff funds as of July 1, 2012 (the date management fees are calculated for the third quarter) would impact our annual management fees by approximately $11.9 million.

Variable Interest Entities

The determination of whether or not to consolidate a variable interest entity under GAAP requires a significant amount of judgment concerning the degree of control over an entity by its holders of variable interests. To make these judgments, management has conducted an analysis, on a case-by-case basis, of the relationship of the holders of variable interests to each other, the design of the entity, the expected operations of the entity, which holder of variable interests is most "closely associated" to the entity and which holder of variable interests is the primary beneficiary required to consolidate the entity. Upon the occurrence of certain events, such as redemptions by all unaffiliated investors in any fund and modifications to fund organization documents and investment management agreements, management reviews and reconsiders its previous conclusion regarding the status of an entity as a variable interest entity. Additionally, management continually reconsiders whether we are a variable interest entity's primary beneficiary who would consolidate such entity.

Income Taxes

We use the asset and liability method of accounting for deferred income taxes. Under this method, deferred income tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the carrying amounts of existing assets and liabilities and their respective tax bases. A valuation allowance is established when management believes it is more likely than not that a deferred income tax asset will not be realized.

Substantially all of our deferred income tax assets relate to the goodwill and other intangible assets deductible for tax purposes by Och-Ziff Corp that arose in connection with the purchase of Och-Ziff Operating Group A Units from our executive managing directors and the Ziffs with proceeds from the 2007 Offerings, subsequent exchanges of Och-Ziff Operating Group A Units for Class A Shares and subsequent payments to our executive managing directors and the Ziffs made under the tax receivable agreement, in addition to any related net operating loss carryforward. In accordance with relevant provisions of the Internal Revenue Code, we expect to take these goodwill and other intangible deductions over the 15-year period following the 2007 Offerings and the additional 20-year loss carryforward period available to us. Our analysis of whether we expect to have sufficient future taxable income to realize these deductions is based solely on estimates over this period.

Och-Ziff Corp generated taxable income of $52.8 million in the first six months of 2012 before taking into account deductions related to the amortization of the goodwill and other intangible assets. We determined that we would need to generate taxable income of at least $2.2 billion over the remaining 11-year weighted-average amortization period and the additional 20-year loss carryforward period available to us in order to fully realize the deferred income tax assets. In this regard, Reorganization expenses and certain other expenses are considered permanent book to tax differences, and therefore do not impact taxable income. Accordingly, while we reported net losses on a GAAP basis, and expect to continue to report a GAAP net loss on an annual basis through 2012, we generated income before the amortization of goodwill and other intangible assets on a tax basis over these prior periods. As of June 30, 2012, using the estimates and assumptions discussed below, we expect to generate sufficient taxable income over the remaining amortization and loss carryforward periods available to us in order to fully realize these deferred income tax assets.

To generate $2.2 billion in taxable income over the remaining amortization and loss carryforward periods available to us, we estimated that, based on assets under management of $29.3 billion as of July 1, 2012, we would need to generate a minimum compound annual growth rate in assets under management of less than 1% over the period for which the taxable income estimate relates to fully realize the deferred income tax assets, assuming no performance-related growth, and therefore no incentive income. The assumed nature and amount of this estimated growth rate are not based on historical results or current expectations of future growth; however, the other assumptions underlying the taxable income estimate, such as general maintenance of current expense ratios and cost allocation percentages among the Och-Ziff Operating Group entities, which impact the amount of taxable income flowing through our legal structure, are based on our near-term operating budget. If our actual growth rate in assets under management falls below this minimum threshold for any extended time during the period for which these estimates relate and we do not otherwise experience offsetting growth rates in other periods, we may not generate taxable income sufficient to realize the deferred income tax assets and may need to record a valuation allowance.

Management regularly reviews the model used to generate the estimates, including the underlying assumptions. If it determines that a valuation allowance is required for any reason, the amount would be determined based on the relevant circumstances at that time. To the extent we record a valuation allowance against our deferred income tax assets related to the goodwill and other intangible assets, we would record a corresponding decrease in the liability to our executive managing directors and the Ziffs under the tax receivable agreement equal to approximately 77% of such amount; therefore, our net loss allocated to Class A Shareholders would only be impacted by 23% of any valuation allowance recorded against the deferred income tax assets.

Actual taxable income may differ from the estimate described above, which was prepared solely for determining whether we currently expect to have sufficient future taxable income to realize the deferred income tax assets. Furthermore, actual or estimated future taxable income may be materially impacted by significant changes in assets under management, whether as a result of fund investment performance or fund investor contributions or redemptions, significant changes to the assumptions underlying our estimates, future changes in income tax law, state income tax apportionment or other factors.

As of June 30, 2012, we had $148.3 million of net operating losses available to offset future taxable income for federal income tax purposes that will expire between 2029 and 2032, and $135.1 million of net operating losses available to offset future taxable income for state income tax purposes and $125.5 million for local income tax purposes that will expire between 2028 and 2032. Based on the analysis set forth above, as of June 30, 2012, we have determined that it is not necessary to record a valuation allowance with respect to our deferred income tax assets related to the goodwill and other intangible assets deductible for tax purposes, and any related net operating loss carryforward. We have, however, determined that we may not realize certain deferred state income tax credits. Accordingly, a valuation allowance for $7.4 million has been established for these credits.

Impact of Recently Adopted Accounting Pronouncements on Recent and Future Trends

None of the changes to GAAP that went into effect during the first half of 2012 is expected to have an impact on our future trends.

Expected Impact of Future Adoption of New Accounting Pronouncements on Future Trends

None of the changes to GAAP that are not yet effective is expected to have an impact on our future trends.

Economic Income Reconciliations

The following tables present the reconciliations of Economic Income to our GAAP net loss allocated to Class A Shareholders for the periods presented in this management's discussion and analysis of financial condition and results of operations:

	Three Months Ended June 30, 2012		
	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)		
Net income (loss) allocated to Class A Shareholders—GAAP	$ (116,870)	$ 628	$(116,242)
Reorganization expenses	398,416	—	398,416
Net loss allocated to the Och-Ziff Operating Group A Units	(222,241)	—	(222,241)
Equity-based compensation	16,248	19	16,267
Income taxes	12,483	8	12,491
Depreciation and amortization	2,135	186	2,321
Amortization of deferred cash compensation and expenses related to compensation arrangements based on annual fund performance	1,685	—	1,685
Other	1,392	(114)	1,278
Economic Income—Non-GAAP	**$ 93,248**	**$ 727**	**$ 93,975**

	Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)		
Net income (loss) allocated to Class A Shareholders—GAAP	$ (93,579)	$ 217	$ (93,362)
Reorganization expenses	399,312	—	399,312
Net loss allocated to the Och-Ziff Operating Group A Units	(269,652)	—	(269,652)
Equity-based compensation	34,217	1,588	35,805
Income taxes	9,413	—	9,413
Depreciation and amortization	2,203	187	2,390
Amortization of deferred cash compensation and expenses related to compensation arrangements based on annual fund performance	1,535	—	1,535
Other	1,004	(48)	956
Economic Income—Non-GAAP	**$ 84,453**	**$ 1,944**	**$ 86,397**

	Six Months Ended June 30, 2012		
	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)		
Net income (loss) allocated to Class A Shareholders—GAAP	$ (240,066)	$ 1,080	$(238,986)
Reorganization expenses	796,832	—	796,832
Net loss allocated to the Och-Ziff Operating Group A Units	(458,649)	—	(458,649)
Equity-based compensation	34,036	39	34,075
Income taxes	26,887	8	26,895
Depreciation and amortization	4,306	373	4,679
Amortization of deferred cash compensation and expenses related to compensation arrangements based on annual fund performance	2,965	—	2,965
Other	2,338	(280)	2,058
Economic Income—Non-GAAP	**$ 168,649**	**$ 1,220**	**$ 169,869**

	Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)		
Net income (loss) allocated to Class A Shareholders—GAAP	$ (189,168)	$ 342	$(188,826)
Reorganization expenses	805,167	—	805,167
Net loss allocated to the Och-Ziff Operating Group A Units	(546,640)	—	(546,640)
Equity-based compensation	66,146	3,157	69,303
Income taxes	18,399	(360)	18,039
Depreciation and amortization	4,493	371	4,864
Amortization of deferred cash compensation and expenses related to compensation arrangements based on annual fund performance	3,224	—	3,224
Other	1,891	(135)	1,756
Economic Income—Non-GAAP	**$ 163,512**	**$ 3,375**	**$ 166,887**

Economic Income Revenues

The following tables present the reconciliations of Economic Income revenues and its components to the respective GAAP measure for the periods presented in this management's discussion and analysis of financial condition and results of operations:

	Three Months Ended June 30, 2012			Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Management fees—GAAP	$ 125,133	$ 2,359	$ 127,492	$ 123,557	$ 4,787	$ 128,344
Adjustment to management fees[1]	(4,271)	—	(4,271)	(3,018)	—	(3,018)
Management fees—Economic Income Basis—Non-GAAP	**120,862**	**2,359**	**123,221**	**120,539**	**4,787**	**125,326**
Incentive income[2]	18,414	—	18,414	6,867	—	6,867
Other revenues[2]	217	3	220	590	88	678
Total Economic Income Revenues—Non-GAAP	**$ 139,493**	**$ 2,362**	**$ 141,855**	**$ 127,996**	**$ 4,875**	**$ 132,871**

	Six Months Ended June 30, 2012			Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Management fees—GAAP	$ 244,828	$ 4,746	$ 249,574	$ 240,617	$ 9,073	$ 249,690
Adjustment to management fees[1]	(8,473)	—	(8,473)	(6,391)	—	(6,391)
Management fees—Economic Income Basis—Non-GAAP	**236,355**	**4,746**	**241,101**	**234,226**	**9,073**	**243,299**
Incentive income[2]	19,635	—	19,635	13,833	—	13,833
Other revenues[2]	481	103	584	892	144	1,036
Total Economic Income Revenues—Non-GAAP	**$ 256,471**	**$ 4,849**	**$ 261,320**	**$ 248,951**	**$ 9,217**	**$ 258,168**

(1) Adjustment to present management fees net of recurring placement and related service fees, as management considers these fees a reduction in management fees, not an expense. The impact of eliminations related to the consolidated Och-Ziff funds is also removed.

(2) These items are presented on a GAAP basis, accordingly no adjustments to or reconciliations of these items are presented.

Economic Income Expenses

The following tables present the reconciliations of Economic Income expenses and its components to the respective GAAP measure for the periods presented in this management's discussion and analysis of financial condition and results of operations:

	Three Months Ended June 30, 2012			Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Compensation and benefits—GAAP	$ 40,361	$ 960	$ 41,321	$ 58,574	$ 2,669	$ 61,243
Adjustment to compensation and benefits[1]	(19,303)	(19)	(19,322)	(36,329)	(1,588)	(37,917)
Compensation and Benefits—Economic Income Basis—Non-GAAP	**$ 21,058**	**$ 941**	**$ 21,999**	**$ 22,245**	**$ 1,081**	**$ 23,326**
Interest expense and general, administrative and other expenses—GAAP[2]	$ 32,903	$ 561	$ 33,464	$ 28,086	$ 1,076	$ 29,162
Adjustment to interest expense and general, administrative and other expenses	(8,099)	(186)	(8,285)	(6,753)	(186)	(6,939)
Non-Compensation Expenses—Economic Income Basis—Non-GAAP	**$ 24,804**	**$ 375**	**$ 25,179**	**$ 21,333**	**$ 890**	**$ 22,223**

	Six Months Ended June 30, 2012			Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Compensation and benefits—GAAP	$ 80,235	$ 1,956	$ 82,191	$ 115,455	$ 4,993	$120,448
Adjustment to compensation and benefits[1]	(39,434)	(39)	(39,473)	(70,783)	(3,157)	(73,940)
Compensation and Benefits—Economic Income Basis—Non-GAAP	**$ 40,801**	**$ 1,917**	**$ 42,718**	**$ 44,672**	**$ 1,836**	**$ 46,508**
Interest expense and general, administrative and other expenses—GAAP[2]	$ 62,356	$ 1,299	$ 63,655	$ 53,774	$ 2,541	$ 56,315
Adjustment to interest expense and general, administrative and other expenses	(15,556)	(373)	(15,929)	(12,803)	(370)	(13,173)
Non-Compensation Expenses—Economic Income Basis—Non-GAAP	**$ 46,800**	**$ 926**	**$ 47,726**	**$ 40,971**	**$ 2,171**	**$ 43,142**

(1) Adjustment to exclude equity-based compensation, as management does not consider these non-cash expenses to be reflective of our operating performance. Additionally, the full amount of deferred cash compensation and expenses related to compensation arrangements based on annual investment performance is recognized on the date it is determined (generally in the fourth quarter of each year), as management determines the total amount of compensation based on our performance in the year of the award.

(2) Adjustment to exclude depreciation, amortization and changes in the tax receivable agreement liability, as management does not consider these items to be reflective of our operating performance. Additionally, recurring placement and related service fees are excluded, as management considers these fees a reduction in management fees, not an expense.

Other Economic Income Items

The following tables present the reconciliations of other items included in Economic Income to the respective GAAP measure for the periods presented in this management's discussion and analysis of financial condition and results of operations:

	Three Months Ended June 30, 2012			Three Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Net gains (losses) on investments in Och-Ziff funds and joint ventures—GAAP	$ (382)	$ —	$ (382)	$ 40	$ (4)	$ 36
Adjustment to net gains (losses) on joint ventures[1]	(1)	—	(1)	(5)	—	(5)
Net Gains (Losses) on Joint Ventures[2]	**$ (383)**	**$ —**	**$ (383)**	**$ 35**	**$ (4)**	**$ 31**
Net income (loss) allocated to noncontrolling interests—GAAP	$ (209,068)	$ 16,528	$(192,540)	$ (269,187)	$ 10,523	$(258,664)
Adjustment to net income (loss) allocated to noncontrolling interests[3]	209,068	(16,209)	192,859	269,187	(9,567)	259,620
Net Income Allocated to Noncontrolling Interests— Economic Income Basis—Non-GAAP[4]	**$ —**	**$ 319**	**$ 319**	**$ —**	**$ 956**	**$ 956**

	Six Months Ended June 30, 2012			Six Months Ended June 30, 2011		
	Och-Ziff Funds Segment	Other Operations	Total Company	Och-Ziff Funds Segment	Other Operations	Total Company
	(dollars in thousands)					
Net gains (losses) on investments in Och-Ziff funds and joint ventures—GAAP	$ (177)	$ (111)	$ (288)	$ 270	$ (58)	$ 212
Adjustment to net gains (losses) on joint ventures[1]	(44)	—	(44)	(66)	—	(66)
Net Gains (Losses) on Joint Ventures[2]	**$ (221)**	**$ (111)**	**$ (332)**	**$ 204**	**$ (58)**	**$ 146**
Net income (loss) allocated to noncontrolling interests—GAAP	$ (423,959)	$ 70,228	$(353,731)	$ (541,083)	$ 20,139	$(520,944)
Adjustment to net income (loss) allocated to noncontrolling interests[3]	423,959	(69,553)	354,406	541,083	(18,362)	522,721
Net Income Allocated to Noncontrolling Interests—Economic Income Basis—Non-GAAP[4]	**$ —**	**$ 675**	**$ 675**	**$ —**	**$ 1,777**	**$ 1,777**

(1) Adjustment to exclude net gains (losses) on investments in Och-Ziff funds, as management does not consider these gains (losses) to be reflective of our operating performance.
(2) Represents the net gains (losses) on joint ventures established to expand certain of our private investments platforms.
(3) Adjustment to exclude amounts allocated to the executive managing directors and the Ziffs on their interests in the Och-Ziff Operating Group, as management reviews operating performance at the Och-Ziff Operating Group level. We conduct substantially all of our activities through the Och-Ziff Operating Group. Additionally, the impact of the consolidated Och-Ziff funds, including the allocation of earnings (losses) to investors in those funds, is also removed.
(4) Represents the residual interests in the domestic real estate management business not owned by us.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our predominant exposure to market risk is related to our role as general partner or investment manager for the Och-Ziff funds, and the sensitivities to movements in the fair value of their investments that may adversely affect our management fees and incentive income.

Fair value of the financial assets and liabilities of the Och-Ziff funds may fluctuate in response to changes in the value of investments, foreign currency exchange rates, commodity prices and interest rates. The fair value changes in the assets and liabilities of the Och-Ziff funds affect the management fees and incentive income we may earn from the funds.

With regards to the consolidated Och-Ziff funds, the net effect of these fair value changes primarily impacts the net gains (losses) of consolidated Och-Ziff funds in our consolidated statements of comprehensive loss; however, substantially all of these fair value changes are absorbed by the investors of these funds (noncontrolling interests).

Impact on Management Fees

Management fees for our hedge funds are generally based on the net asset value of those funds. Accordingly, management fees will generally change in proportion to changes in the fair value of investments held by our funds. Management fees for our real estate funds and certain other funds are generally based on committed capital during the original investment period and invested capital thereafter; therefore, management fees are not impacted by changes in the fair value of investments held by those funds.

Impact on Incentive Income

Our incentive income is generally based on a percentage of annual profits generated by our funds, which is impacted by global market conditions and other factors. Major factors that influence the degree of impact include how the investments held by our funds are impacted by changes in the market and the extent to which any high-water marks impact our ability to earn incentive income. Consequently, incentive income cannot be readily predicted or estimated.

Market Risk

The amount of our assets under management is primarily based on the net asset value of each of our hedge funds and committed or invested capital for our real estate and certain other funds. A 10% change in the fair value of the investments held by our funds as of June 30, 2012 would result in a change of approximately $2.8 billion in our assets under management. A 10% change in the fair value of the investments held by our funds as of December 31, 2011 would have resulted in a change of approximately $2.7 billion in our assets under management.

A 10% change in the fair value of the investments held by our funds as of July 1, 2012 (the date management fees are calculated for the third quarter), would impact our annual management fees by approximately $11.9 million. A 10% change in the fair value of the investments held by our funds as of January 1, 2012, would have impacted our annual management fees by approximately $11.4 million.

A 10% change in the fair value of the investments held by our funds as of the end of any year (excluding unrealized gains and losses in Special Investments or other investments on which we do not earn any incentive income until such investments are sold or otherwise realized), could significantly affect our incentive income by a corresponding amount, as incentive income is generally based on a percentage of annual profits generated by our funds. We do not earn incentive income on unrealized gains attributable to Special Investments and certain other investments, and therefore a change in the fair value of those investments would have no effect on incentive income.

Exchange Rate Risk

Our funds hold investments denominated in non-U.S. dollar currencies, which may be affected by movements in the rate of exchange between the U.S. dollar and foreign currencies. We estimate that, as of June 30, 2012 and December 31, 2011, a 10% weakening or strengthening of the U.S. dollar against all or any combination of currencies to which our funds have exposure to exchange rates would not have a material effect on our revenues, net loss allocated to Class A Shareholders or Economic Income.

Interest Rate Risk

Our debt obligations bear interest at rates indexed to LIBOR. For every increase or decrease of 10% in LIBOR as of June 30, 2012, our annual interest expense would increase or decrease by approximately $182 thousand. For every increase or decrease of 10% in LIBOR as of December 31, 2011, our annual interest expense would have increased or decreased by approximately $118 thousand.

Our funds have financing arrangements and hold credit instruments that accrue interest at variable rates. Interest rate changes may therefore impact the amount of interest payments, future earnings and cash flows. In the event LIBOR, and rates directly or indirectly tied to LIBOR, were to increase by 10% over LIBOR as of June 30, 2012 and December 31, 2011, based on our funds' debt investments and obligations as of such date, we estimate that the net effect on our revenues, net loss allocated to Class A Shareholders or Economic Income would not have been material. A tightening of credit and an increase in prevailing interest rates could make it more difficult for us to raise capital and sustain the growth rate of the funds.

Credit Risk

Credit risk is the risk that counterparties or debt issuers may fail to fulfill their obligations or that the collateral value may become inadequate to cover our exposure. We manage credit risk by monitoring the credit exposure to and the creditworthiness of counterparties, requiring additional collateral where appropriate.

Item 4. Controls and Procedures

Effectiveness of Disclosure Controls and Procedures

We maintain disclosure controls and procedures, as defined in Rule 13a-15(e) of the Exchange Act, that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of June 30, 2012, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective and were operating at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act, that occurred in the second quarter of 2012 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls or our internal control over financial reporting will prevent or detect all error and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. The design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Controls can also be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is based in part on certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Projections of any evaluation of the effectiveness of controls to future periods are subject to risks. Over time, controls may become inadequate because of changes in conditions or deterioration in the degree of compliance with policies or procedures.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

We are not currently subject to any pending judicial, administrative or arbitration proceedings that we expect to have a material impact on our consolidated financial statements. We are from time to time involved in litigation and claims incidental to the conduct of our business. Like other businesses in our industry, we are subject to extensive scrutiny by regulatory agencies globally that have or may in the future have regulatory authority over us and our business activities. This has resulted in or may in the future result in regulatory agency investigations, litigation and subpoenas and costs related to each. See "Item 1A. Risk Factors—Risks Related to Our Business—Extensive regulation of our business affects our activities and creates the potential for significant liabilities and penalties. Our reputation, business and operations could be materially affected by regulatory issues" and "Item 1A. Risk Factors—Risks Related to Our Business—Increased regulatory focus could result in additional burdens on our business" in our Annual Report.

Item 1A. Risk Factors

None.

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

During the second quarter of 2012, we issued 1,555,498 Class A Shares in exchange for an equal number of Och-Ziff Operating Group A Units to the Ziffs. The Och-Ziff Operating Group A Units surrendered by the Ziffs were automatically canceled upon the exchange. The issuance of the Class A Shares and cancellation of the surrendered Och-Ziff Operating Group A Units were pursuant to the terms of the exchange agreement, which was entered into concurrent with our IPO, by and among Och-Ziff Capital Management Group LLC, Och-Ziff Corp, Och-Ziff Holding, OZ Management, OZ Advisors, OZ Advisors II, the executive managing directors and the Ziffs. The Class A Shares were issued without registration under the Securities Act in reliance on Section 4(2) of Securities Act.

Item 3. Defaults upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

On August 1, 2012, we amended and restated our Exchange Agreement by and among the Och-Ziff Capital Management Group LLC, Och-Ziff Corp, Och-Ziff Holding, OZ Management, OZ Advisors, OZ Advisors II, and the Och-Ziff Limited Partners and Class B Shareholders, dated as of November 13, 2007 (as revised, the "Amended Exchange Agreement") and our Registration Rights Agreement by and among Och-Ziff Capital Management Group LLC and the Och-Ziff Limited Partners, dated as of November 19, 2007 (as revised, the "Amended Registration Rights Agreement") to impose additional transfer restrictions on our executive managing directors. In connection with these transfer restrictions and in order to retain and further motivate our executive managing directors, we also approved The Och-Ziff Capital Management Group LLC 2012 Partner Incentive Plan (the "PIP") on August 1, 2012, as described in more detail in our Current Report on Form 8-K filed August 2, 2012.

Prior to the adoption of the Amended Exchange Agreement, our executive managing directors generally would have been entitled to exchange 75% of their vested Och-Ziff Operating Group A Units for either Class A Shares or cash under our existing Exchange Agreement. Under the Amended Exchange Agreement, for 2013 and 2014 our executive managing directors only will be permitted to exchange up to 10% of their vested Och-Ziff Operating Group A Units per year (determined on a cumulative basis), and only with the prior approval of the Exchange Committee. Thereafter, the Exchange Committee will determine in its sole discretion whether any additional exchanges by our executive managing directors will be permitted, provided that any such additional exchanges or sales generally will not exceed 10% of such executive managing director's vested Och-Ziff Operating Group A Units per year and resulting Class A Shares (determined on a cumulative basis) through 2017.

The Amended Registration Rights Agreement entered into with our executive managing directors retains certain demand and piggyback registration rights for Covered Persons, as defined in the Amended Registration Rights Agreement, with respect to the resale of all Class A Shares held by the Covered Persons that are issuable or were issued upon exchange of their Och-Ziff Operating Group A Units, except that the duration of the demand registration provisions have been extended to the end of the first fiscal quarter of 2013 from the fifth anniversary of our IPO (November 2012). In addition to certain demand rights and piggyback registration rights, the Amended Registration Rights Agreement retains the requirement that we file a shelf registration statement covering the resale of all Class A Shares held by the Covered Persons that are issuable or were issued upon exchange of their Och-Ziff Operating Group A Units, except that the shelf registration requirement has been delayed to commence not later than the end of the first fiscal quarter of 2013 as compared to the fifth anniversary of our IPO and the requirement now also may be satisfied by filing a prospectus supplement to our existing shelf registration statement.

The foregoing description of each of the Amended Exchange Agreement and Amended Registration Rights Agreement is a summary and is qualified in its entirety by reference to the Amended Exchange Agreement and Amended Registration Rights Agreement attached hereto as Exhibits 10.1 and 10.2, respectively, and incorporated by reference herein. As a result of the above-described amendments and approval of the PIP, on August 1, 2012, we made a number of limited and related changes to the limited partnership agreements of each of OZ Advisors, OZ Advisors II, and OZ Management, which also are filed herein as Exhibits 10.3, 10.4, and 10.5, respectively.

Item 6. Exhibits

Exhibit No.	Description
10.1	Amended and Restated Exchange Agreement by and among the Och-Ziff Capital Management Group LLC, Och-Ziff Corp, Och-Ziff Holding, OZ Management, OZ Advisors, OZ Advisors II, and the Och-Ziff Limited Partners and Class B Shareholders, dated as of August 1, 2012.
10.2	First Amended and Restated Registration Rights Agreement by and among Och-Ziff Capital Management Group LLC and the Och-Ziff Limited Partners, dated as of August 1, 2012.

10.3	Amended and Restated Agreement of Limited Partnership of OZ Advisors LP, dated as of August 1, 2012.
10.4	Amended and Restated Agreement of Limited Partnership of OZ Advisors II LP, dated as of August 1, 2012.
10.5	Amended and Restated Agreement of Limited Partnership of OZ Management LP, dated as of August 1, 2012.
31.1	Certificate of Chief Executive Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the Securities Exchange Act of 1934.
31.2	Certificate of Chief Financial Officer pursuant to Rule 13a-14(a)/Rule 15d-14(a) under the Securities Exchange Act of 1934.
32.1	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document.

SIGNATURES

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

Dated: August 2, 2012

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC
By: /s/ Joel M. Frank
Joel M. Frank
Chief Financial Officer, Senior Chief Operating Officer and Executive Managing Director

AMENDED AND RESTATED EXCHANGE AGREEMENT

AMENDED AND RESTATED EXCHANGE AGREEMENT (as amended, restated or supplemented, the "Agreement"), dated as of August 1, 2012, by and among the Issuer, Och-Ziff Corp, Och-Ziff Holding, OZ Management, OZ Advisors, OZ Advisors II and the Och-Ziff Limited Partners and Class B Shareholders from time to time party hereto. Defined terms used herein have the respective meanings ascribed thereto in Section 1.1.

WHEREAS, the parties hereto provided for the exchange of certain Och-Ziff Operating Group Units for Class A Shares (or a cash equivalent), on the terms and subject to the conditions set forth in the original Exchange Agreement dated as of November 13, 2007, as amended on May 19, 2010;

WHEREAS, the obligation to exchange Och-Ziff Operating Group Units for Class A Shares (or a cash equivalent) pursuant to Section 2.1(a)(ii) of this Agreement represents a several, and not a joint and several, obligation of each Och-Ziff Operating Group Partnership (on a *pro rata* basis), and no Och-Ziff Operating Group Partnership shall have any obligation or right to acquire the portion of Och-Ziff Operating Group Units issued by another Och-Ziff Operating Group Partnership;

WHEREAS, the parties hereto desire to amend and restate the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"A Exchange" has the meaning set forth in Section 2.1(a)(i) of this Agreement.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

"Aggregate Value" means, with respect to any Vested Och-Ziff Operating Group A Units surrendered for Exchange, an amount equal to the product of (a) the number of Vested Och-Ziff Operating Group A Units so surrendered multiplied by (b) the Exchange Rate, and such product further multiplied by (c) the Value of a Class A Share.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Applicable Partner Group" shall mean, with respect to any Exchanging Partner, collectively, (i) such Exchanging Partner, (ii) any Related Trust of such Exchanging Partner, and (iii) any Applicable Transferee of any Class B Transferor included in clause (i) or (ii) above.

"Applicable Transferee" shall mean, with respect to any Class B Transferor, any Class B Transferee of such Class B Transferor and any subsequent Class B Transferee of such Class B Transferee (acting as Class B Transferor), other than a Class B Transferee identified in writing by the Class B Transferor to the Issuer and the Och-Ziff Operating Group Partnerships (i) as holding no Excess Interests and a number of Class B Shares equal to the number of Och-Ziff Operating Group Units representing one class A common unit in each of the Och-Ziff Operating Group Partnerships to be held by such Class B Transferee, in each case, immediately following and after giving effect to such Class B Transfer and (ii) as not constituting an Applicable Transferee hereunder.

"B Exchange" has the meaning set forth in Section 2.1(a)(ii) of this Agreement.

"Blackout Periods" has the meaning set forth in Section 2.7 of this Agreement

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law or executive order to remain closed.

"Chairman" shall mean the Chairman of the Exchange Committee, who shall be the Chairman of the Partner Management Committee as determined pursuant to the applicable Och-Ziff Operating Group Partnership Agreement from time to time. Initially, Dan Och shall serve as Chairman.

"Cash Amount" has the meaning set forth in Section 2.1(b).

"Charity" means any organization that is organized and operated for a purpose described in Section 170(c) of the Code (determined without reference to Section 170(c)(2)(A) of the Code) and described in Sections 2055(a) and 2522 of the Code.

"Class A Sale" means any proposed sale of Class A Shares (A) in a Registered Sale or (B) in a sale pursuant to an exemption from registration to a strategic buyer or in which Daniel Och participates, in either case, involving 5% or more of the then-outstanding Class A Shares, as such Class A Sale may be indicated in any Exchange Notification.

"Class A Shares" means the Class A shares representing class A limited liability company interests in the Issuer.

"Class B Exchange Amount" means, with respect to any Exchanging Partner, the number of Class B Shares to be automatically cancelled in respect of any Exchange by such Exchanging Partner, which shall equal the number of Och-Ziff Operating Group Units to be Exchanged by such Exchanging Partner, provided that the Class B Exchange Amount in respect of a Ziff Exchange shall be zero.

"Class B Shares" means the Class B shares representing class B limited liability company interests in the Issuer.

"Class B Shareholder" means, as of any relevant date, the record owner of Class B Shares as reflected on the books and records of the Issuer or its authorized agent.

"Class B Transfer" means any sale, transfer, assignment, conveyance, whether voluntary or involuntary (including by operation of law), whereby any Person becomes the record holder of Class B Shares.

"Class B Transferee" means any Person that, as a result of any Class B Transfer, becomes the record holder of the Class B Shares subject to such Class B Transfer.

"Class B Transferor" means any Person that, as a result of any Class B Transfer, is no longer the record holder of the Class B Shares subject to such Class B Transfer.

"Class C Non-Equity Interests" means the Class C non-equity interests representing non-equity interests in each of the entities within the Och-Ziff Operating Group.

"Closing" has the meaning set forth in Section 2.5(a)

"Closing Date" has the meaning set forth in Section 2.5(a).

"Closing Price" has the meaning set forth in the definition of Value.

"Code" means the Internal Revenue Code of 1986, as amended, and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"Commission" means the United States Securities and Exchange Commission or any similar agency then having jurisdiction to enforce the Securities Act of 1933, as amended.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. For purposes of this definition, the terms "controlling," "controlled by," and "under common control with" have correlative meanings.

"Delay Event" has the meaning set forth in Section 2.6(b).

"Designated Class B Shares" has the meaning set forth in Section 2.1(e)

"Determination Period" has the meaning set forth in Section 2.2(a)(vi).

"Established Exchange Date" means any date on which the Exchange Committee shall determine to permit Exchanges pursuant to this Agreement, other than a Quarterly Exchange Date.

"Excess Interests" has the meaning set forth in Section 2.11(a).

"Exchange" means the exchange by an Och-Ziff Limited Partner of an Och-Ziff Operating Group Unit for a Class A Share (and/or the applicable Cash Amount) pursuant to Article II of this Agreement or, as applicable, an exchange of Excess Interests as described in Section 2.11, and, as required by the context, the term "Exchange" shall refer collectively to all Exchanges occurring on the same Exchange Date.

"Exchange Committee" shall mean a committee consisting of the individuals that are from time to time members of the Partner Management Committee as determined pursuant to the applicable Och-Ziff Operating Group Partnership Agreement. The Chairman of the Exchange Committee shall be the same as the Chairman of the Partner Management Committee, and the Chairman of the Exchange Committee shall have the sole and exclusive right and authority to take any action (including, without limitation, the selection of any date on which an Exchange shall be permitted, the consent to any amendment of this Agreement pursuant to this Agreement and the determinations set forth in Section 2.2(a)(iv)) on behalf of the Exchange Committee; *provided, however*, that if and to the extent that at any time no Chairman of the Partner Management Committee exists and, therefore, no Chairman of the Exchange Committee exists, any such action may be taken by a simple majority of the members of the Exchange Committee.

"Exchange Date" means any Established Exchange Date or Quarterly Exchange Date, or the date to which any such Exchange Date may be delayed pursuant to Section 2.5(a).

"Exchange Exercise Notice" has the meaning set forth in Section 2.2(b)(i).

"Exchange Notification" has the meaning set forth in Section 2.2(a)(i).

"Exchange Procedures" shall mean the exchange procedures established by the Exchange Committee in its sole discretion from time to time with respect to the appropriate notice, timing and regulatory procedures that should be complied with in connection with Exchanges permitted in accordance with this Agreement.

"Exchange Rate" means the number of Class A Shares for which an Och-Ziff Operating Group Unit is entitled to be exchanged. On the date of this Agreement, the Exchange Rate shall be 1 for 1, which Exchange Rate shall be subject to modification as provided in Section 2.8.

"Exchange Right" means an Och-Ziff Limited Partner's right to make an Exchange.

"Exchanging Partner" means any Och-Ziff Limited Partner effecting an Exchange.

"First Person" has the meaning set forth in Section 2.11(a).

"Governmental Entity" means any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof.

"Initial Ziff Interest" means the Och-Ziff Operating Group Units beneficially owned by the Ziffs as of the closing of the IPO (as reduced by the amount of any Och-Ziff Operating Group Units purchased in connection with the exercise of the underwriters' option to purchase additional Class A Shares in the IPO), as such amount may be adjusted after the date hereof for splits, reclassifications, recapitalizations, recombinations and/or similar events or transactions.

"Initial Ziff Period" has the meaning set forth in Section 2.2(a)(vi).

"Insider Trading Policy" means the Insider Trading Policy of the Issuer applicable to its directors and executive officers, as such insider trading policy may be amended from time to time.

"IPO" means the initial offering and sale of Class A Shares to the public, as contemplated by the Issuer's Registration Statement on Form S-1 (File No. 333-144256).

"Issuer" means Och-Ziff Capital Management Group LLC, a limited liability company formed under the laws of the State of Delaware, and any successor thereto.

"Issuer Delay Notice" has the meaning set forth in Section 2.6(b).

"Issuer Operating Agreement" means the Second Amended and Restated Limited Liability Company Agreement of the Issuer to be dated on or prior to and in effect upon the consummation of the IPO, as such agreement may be amended, supplemented or restated from time to time.

"Liens" means any and all liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever.

"Maximum Participation Amount" is defined in Section 2.2(a)(iii).

"New York Courts" is defined in Section 3.9.

"Och-Ziff Corp" means Och-Ziff Holding Corporation, a corporation formed under the laws of the State of Delaware and the general partner of OZ Management and OZ Advisors, and any successor general partner thereof.

"Och-Ziff General Partners" means, collectively, Och-Ziff Corp and Och-Ziff Holding and any other entity from time to time serving as general partner (or equivalent) of an Och-Ziff Operating Group Partnership.

"Och-Ziff Holding" means Och-Ziff Holding LLC, a limited liability company formed under the laws of the State of Delaware and the general partner of OZ Advisors II, and any successor general partner thereof.

"Och-Ziff Limited Partner" means each Person that is as of the date of this Agreement or hereafter becomes a limited partner of each of the Och-Ziff Operating Group

Partnerships pursuant to the terms of the applicable Och-Ziff Operating Group Partnership Agreement, *provided*, *however*, that for all purposes of this Agreement with respect to any Exchange of Excess Interests, the First Person and the Second Person, acting in accordance with Section 2.11, shall, collectively, be deemed to be an Och-Ziff Limited Partner.

"Och-Ziff Operating Group Partnership Agreements" means, collectively, the Amended and Restated Limited Partnership Agreement of OZ Management, the Amended and Restated Limited Partnership Agreement of OZ Advisors and the Amended and Restated Limited Partnership Agreement of OZ Advisors II, as they may each be amended, supplemented or restated from time to time, and any similar agreement of any other partnership or other entity that may hereafter become an Och-Ziff Operating Group Partnership in accordance with this Agreement, as the same may be amended, supplemented, or restated from time to time.

"Och-Ziff Operating Group Partnerships" means, collectively, OZ Management, OZ Advisors, and OZ Advisors II, and any other partnership or entity whose general partner (or equivalent) is an Och-Ziff General Partner and that may hereafter become a party to this Agreement.

"Och-Ziff Operating Group Unit" means, collectively, a unit or units of interest representing limited partnership interests or other similar interests in each of the entities within the Och-Ziff Operating Group Partnerships (including without limitation, the class A common units in each such entity issued under the applicable Och-Ziff Operating Group Partnership Agreement), with each unit representing one interest in each of the Och-Ziff Operating Group Partnerships, but excluding the Class C Non-Equity Interests.

"Open Window" means any period determined in the discretion of the Issuer's Chief Compliance Officer in which (i) the directors and executive officers of the Issuer are permitted to trade under the Insider Trading Policy and (ii) the Issuer is not in possession of material non-public information.

"OZ Advisors" means OZ Advisors LP, a limited partnership formed under the laws of the State of Delaware, and any successor thereto.

"OZ Advisors II" means OZ Advisors II LP, a limited partnership formed under the laws of the State of Delaware, and any successor thereto.

"OZ Management" means OZ Management LP, a limited partnership formed under the laws of the State of Delaware, and any successor thereto.

"Permitted Transferee" means any Person who is a Permitted Transferee under the applicable Och-Ziff Operating Group Partnership Agreement.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association (including any group, organization, co-tenancy, plan, board, council or committee), government (including a country, state, county, or any other governmental or political subdivision, agency or instrumentality thereof) or other entity (or series thereof).

"Quarterly Exchange Date" means any date as may be determined by the Exchange Committee in accordance with the Exchange Procedures; *provided*, the Quarterly Exchange Date in respect of a Special Ziff Quarterly Exchange during the Initial Ziff Period shall be at least one and not more than three Business Days after the record date of the Issuer for the prior fiscal quarter or such later date as may be agreed to in writing by the Exchange Committee and the Ziffs.

"Reallocated Och-Ziff Operating Group Units" is defined in Section 2.2(a)(v).

"Registration Rights Agreement" means the Registration Rights Agreements among the Issuer and the Och-Ziff Limited Partners providing for the registration of Class A Shares, entered into in connection with the IPO, as the same may be amended, supplemented, or restated from time to time.

"Registered Sale" means a sale of Class A Shares pursuant to a Demand Registration or a Piggyback Registration (as each such term is defined in the Registration Rights Agreement).

"Related Trust" means, with respect to any individual Och-Ziff Limited Partner, any other Och-Ziff Limited Partner that is an estate, family limited liability company, family limited partnership of such individual Och-Ziff Limited Partner, a trust the grantor of which is such individual Och-Ziff Limited Partner, or any other estate planning vehicle or family member relating to such individual Och-Ziff Limited Partner.

"Second Person" has the meaning set forth in Section 2.11(a).

"Special Ziff Quarterly Exchange" has the meaning set forth in Section 2.2(a)(vi).

"Transfer Agent" means such bank, trust company or other Person as shall be appointed from time to time by the Issuer pursuant to the Issuer Operating Agreement to act as registrar and transfer agent for the Class A Shares.

"Value" means, on any Exchange Date with respect to a Class A Share, the average of the daily Closing Prices for ten (10) consecutive trading days immediately preceding the Exchange Date. The "Closing Price" on any date means the last sale price for such Class A Shares, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, for such Class A Shares, in either case, as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if such Class A Shares are not listed or admitted to trading on the New York Stock Exchange, as reported on the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which such Class A Shares are listed or admitted to trading or, if such Class A Shares are not listed or admitted to trading on any national securities exchange, the last quoted price, or if not so quoted, the average of the high bid and low asked prices in the principal automated quotation system that may then be in use or, if such Class A Shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in such Class A Shares selected by the Board of Directors of the Issuer or, in the event that no trading price is available for such Class A Shares, the fair market value of the Class A Shares, as determined in good faith by the Board of Directors of the Issuer.

"Vested Och-Ziff Operating Group A Unit" means an Och-Ziff Operating Group Unit representing one class A common unit in each of the Och-Ziff Operating Group Partnerships which is not subject to any remaining conditions on vesting or any risk of forfeiture pursuant to the applicable Och-Ziff Operating Group Partnership Agreement.

"Vested Unit" means a Vested Och-Ziff Operating Group A Unit or an Och-Ziff Operating Group Unit representing one vested class D common unit in each of the Och-Ziff Operating Group Partnerships.

"Ziff Exchange" means an Exchange of all or any portion of the Initial Ziff Interest.

"Ziffs" means, collectively, Ziff Investors Partnership, L.P. II and Ziff Investors Partnership, L.P. IIA.

"Ziffs Quarterly Exchange Limit" means, as of any relevant Quarterly Exchange Date during the Initial Ziff Period, the number of Vested Och-Ziff Operating Group A Units equal to the lesser of (a) the number of Vested Och-Ziff Operating Group A Units, the Exchange of which on such Quarterly Exchange Date would require the delivery of a number of Class A Shares equal to three and three-tenths percent (3.3%) of the then issued and outstanding Class A Shares (without giving effect to such proposed Exchange) or the applicable Cash Amount as provided herein and (b) 5% of the Initial Ziff Interest.

ARTICLE II

EXCHANGE OF OCH-ZIFF OPERATING GROUP UNITS

Section 2.1 Exchange of Och-Ziff Operating Group Units.

(a) Subject to adjustment as provided in this Article II, to the provisions of the Och-Ziff Operating Group Partnership Agreements and the Issuer Operating Agreement and to the other provisions of this Agreement, each Och-Ziff Limited Partner shall be entitled to exchange Vested Och-Ziff Operating Group A Units held by such Och-Ziff Limited Partner on any Established Exchange Date or, as applicable, Quarterly Exchange Date as follows:

(i) For the purpose of making a gratuitous transfer to any Charity, an Och-Ziff Limited Partner may surrender Vested Och-Ziff Operating Group A Units to the Issuer in exchange for the delivery by the Issuer of a number of Class A Shares equal to the product of the number of Vested Och-Ziff Operating Group A Units surrendered multiplied by the Exchange Rate (such exchange, an "A Exchange"); or

(ii) Subject to paragraph (b) below, an Och-Ziff Limited Partner may surrender Vested Och-Ziff Operating Group A Units to the Och-Ziff Operating Group Partnerships in exchange for the delivery by the Och-Ziff

Operating Group Partnerships of a number of Class A Shares equal to the product of such number of Vested Och-Ziff Operating Group A Units surrendered multiplied by the Exchange Rate (such exchange, a "B Exchange");

(b) Notwithstanding the provisions of Section 2.1(a)(ii), the Board of Directors of the Issuer may, in its sole and absolute discretion, elect to cause the Och-Ziff Operating Group Partnerships to acquire some or all of the Vested Och-Ziff Operating Group A Units surrendered for Exchange for cash (the "Cash Exchange," and the number of such Vested Och-Ziff Operating Group A Units to be so acquired for cash, expressed as a percentage of the total number of such Vested Och-Ziff Operating Group A Units surrendered for Exchange, the "Applicable Percentage"). The amount of cash to be paid for the Cash Exchange (the "Cash Amount") shall equal the Aggregate Value of such surrendered Vested Och-Ziff Operating Group A Units multiplied by the Applicable Percentage. If the Board of Directors of the Issuer chooses to cause the Och-Ziff Operating Group Partnerships to acquire some or all of the surrendered Vested Och-Ziff Operating Group A Units pursuant to this Section 2.1(b), the Och-Ziff Operating Group Partnerships shall give written notice thereof to such exchanging Och-Ziff Limited Partner on or before the close of business three days prior to Closing, and the number of Class A Shares to be delivered pursuant to Section 2.1(a)(ii) hereof shall be correspondingly reduced.

(c) On the date Vested Och-Ziff Operating Group A Units are surrendered for exchange, all rights of the exchanging Och-Ziff Limited Partner as holder of such Vested Och-Ziff Operating Group A Units, and the Designated Class B Shares shall be automatically cancelled as provided in Section 2.1(e), and such exchanging Och-Ziff Limited Partner shall be treated for all purposes as having become the Record Holder (as defined in the Issuer Operating Agreement) of the Class A Shares issued in exchange for such Och-Ziff Operating Group Units and shall be admitted as a Member (as defined in the Issuer Operating Agreement) of the Issuer in accordance and upon compliance with Section 3.1 of the Issuer Operating Agreement.

(d) For the avoidance of doubt, any Exchange shall be subject to the provisions of the Och-Ziff Operating Group Partnership Agreements including applicable vesting provisions, minimum retained ownership requirements and transfer restrictions.

(e) In the case of any Exchange, the Designated Class B Shares shall be automatically cancelled on the books and records of the Issuer and such Designated Class B Shares shall have no further rights or privileges and shall no longer be deemed to be outstanding limited liability company interests of the Issuer for any purpose from and after the Exchange Date. The term "Designated Class B Shares" means a number of Class B Shares equal to the Class B Exchange Amount identified and determined as follows:

(i) If the Exchanging Partner is a Class B Shareholder that, immediately prior to such Exchange, is the record owner of a number of Class B Shares at least equal to the Class B Exchange Amount, the portion of such Class B Shares equal to the Class B Exchange Amount shall constitute the Designated Class B Shares;

(ii) If the Exchanging Partner is a Class B Shareholder that, immediately prior to such Exchange, is the record owner of a number of Class B Shares that is less than the Class B Exchange Amount, all of such Class B Shares, together with other Class B Shares held by such Exchanging Partner's Applicable Partner Group in an amount equal to the difference between the Class B Exchange Amount and the number of Class B Shares held by such Exchanging Partner shall constitute the Designated Class B Shares;

(iii) If the Exchanging Partner is not a Class B Shareholder immediately prior to such Exchange, then Class B Shares held by such Exchanging Partner's Applicable Partner Group in an amount equal to the Class B Exchange Amount shall constitute the Designated Class B Shares.

(iv) Any Class B Shares held by an Exchanging Partner's Applicable Partner Group that constitute Designated Class B Shares as determined pursuant to clause (ii) or (iii) of this Section 2.1(e) shall be cancelled in the applicable Exchange on a pro rata basis among all members of the Applicable Partner Group, based on the number of Class B Shares held of record by each Class B Shareholder included in such Applicable Partner Group.

Section 2.2 Exchange Procedures.

(a)

(i) Except as provided in paragraph (vi) below, no Och-Ziff Limited Partner shall be entitled to effect an Exchange at any time, other than as permitted by the Exchange Committee. In the event that the Exchange Committee determines to permit an Exchange by the Och-Ziff Limited Partners pursuant to this Agreement other than an Exchange pursuant to paragraph (iv) below (or is required to permit an Exchange pursuant to paragraph (v) below), the Exchange Committee shall provide written notice thereof (an "Exchange Notification") to each Och-Ziff Limited Partner that sets forth, as and if applicable, the applicable Established Exchange Date, the Maximum Participation Amount, the aggregate number of Reallocated Och-Ziff Operating Group Units, and whether any such Exchange relates to a proposed Class A Sale. Any such Exchange Notification shall be delivered at least 20 Business Days prior to any such Established Exchange Date, unless the Issuer consents to a shorter period. An Established Exchange Date must be a Business Day that is expected to occur during an Open Window.

(ii) The Exchange Committee shall have the right to establish any number of Established Exchange Dates during any fiscal year, but shall have no obligation to set any Established Exchange Dates during any given fiscal year.

(iii) If and to the extent the Exchange Committee determines to permit an Exchange pursuant to Section 2.2(a)(i), the Exchange

Committee may establish the maximum number of Vested Och-Ziff Operating Group A Units subject to such permitted Exchange (the "Maximum Participation Amount"). In the case of any permitted Exchange pursuant to Section 2.2(a)(i) (other than as expressly provided pursuant to Sections 2.2(a)(iv), (v) or (vi)), each Och-Ziff Limited Partner shall be entitled to Exchange in any such permitted Exchange up to that number of Vested Och-Ziff Operating Group A Units equal to the aggregate number of Vested Och-Ziff Operating Group A Units held by such Och-Ziff Limited Partner multiplied by a fraction the numerator of which shall be the Maximum Participation Amount and the denominator of which shall be the aggregate number of Vested Och-Ziff Operating Group A Units outstanding (and subject to this Agreement). To the extent any Och-Ziff Limited Partner does not participate up to its pro rata portion of the Maximum Participation Amount, the Exchange Committee may, in its sole discretion, permit the other Och-Ziff Limited Partners to Exchange such additional Vested Och-Ziff Operating Group A Units in the same proportions as determined above. Notwithstanding the foregoing, if the Exchange Committee permits any Exchange in connection with a Tag-Along Sale or Drag-Along Sale (as such terms are defined in the Och-Ziff Operating Group Partnership Agreements), the foregoing Vested Och-Ziff Operating Group A Units shall include any Och-Ziff Operating Group Units representing one unvested class A common unit in each of the Och-Ziff Operating Group Partnerships.

(iv) (A) Subject in all cases to the prior written consent of the Exchange Committee, each Och-Ziff Limited Partner (other than the Ziffs) shall be entitled to Exchange, on any Quarterly Exchange Date commencing with a Quarterly Exchange Date occurring during the first fiscal quarter of 2013 and ending with a Quarterly Exchange Date occurring during the last fiscal quarter of 2014, an aggregate number of Vested Och-Ziff Operating Group A Units equal to up to two and a half percent (2.5%) of the number of Vested Units owned by such Och-Ziff Limited Partner as of the first day of the fiscal year in which such Quarterly Exchange Date occurs, determined on a cumulative basis such that if any such Och-Ziff Limited Partner does not exchange Vested Och-Ziff Operating Group A Units on any Quarterly Exchange Date, such Och-Ziff Limited Partner may exchange the Vested Och-Ziff Operating Group A Units that were previously permitted to be exchanged, but were not exchanged, by such Och-Ziff Limited Partner on any subsequent Quarterly Exchange Date in 2013 or 2014 in an aggregate number per year equal to up to ten percent (10%) of the number of Vested Units owned by such Och-Ziff Limited Partner as of the first day of the relevant fiscal year. In the event that the Exchange Committee determines in respect of any Quarterly Exchange Date that the Och-Ziff Limited Partners will not be permitted to Exchange the entire number of Vested Och-Ziff Operating Group A Units requested to be Exchanged, then the Exchange Committee shall determine the number of Vested Och-Ziff Operating Group A Units each Och-Ziff Limited Partner participating in the Exchange shall be permitted to Exchange based on the percentages and numbers of Vested Och-Ziff Operating Group A Units previously exchanged by each such Och-Ziff Limited Partner such that the Och-Ziff Limited Partners participating in

the Exchange have each exchanged, on a cumulative basis, an equivalent percentage of Vested Och-Ziff Operating Group A Units determined on a pro rata basis (based on the maximum number of Vested Och-Ziff Operating Group A Units each Och-Ziff Limited Partner would be permitted to Exchange on any Quarterly Exchange Date) to the maximum extent possible after giving effect to such Exchange.

(B) In 2015, the Exchange Committee shall determine in its sole discretion whether to allow any additional exchanges by the Och-Ziff Limited Partners, provided that, subject to the other provisions of this Agreement allowing for Exchanges in other circumstances, in no event will any such additional Exchanges by any Och-Ziff Limited Partner pursuant to this Section 2.2(a)(iv) exceed ten percent (10%) of the Vested Units owned by such Och-Ziff Limited Partner as of the first day of the relevant fiscal year for each such year (determined on a cumulative basis as described above) from 2015 through the end of 2017; provided, that any Exchanges during the period from 2015 through 2017 shall be subject to the procedures in Section 2.2(a)(iv)(A) above that determine the number of Vested Och-Ziff Operating Group A Units that an Och-Ziff Limited Partner may exchange.

(C) Any Exchanges pursuant to this Section 2.2(a)(iv) shall be made in a manner consistent with the Exchange Procedures. Any Exchange pursuant to this Section 2.2(a)(iv) shall be subject to the conditions set forth in Section 2.2(b) and Sections 2.5 through 2.11.

(v) Notwithstanding, and in addition to any Exchange Dates that may be scheduled pursuant to Section 2.2(a)(i) or any Quarterly Exchange Date that may occur pursuant to 2.2(a)(iv), in the event any Och-Ziff Limited Partner receives Och-Ziff Operating Group Units as a result of the reallocation of such Och-Ziff Operating Group Units pursuant to any Och-Ziff Operating Group Partnership Agreement in a transaction that the Exchange Committee determines, in its sole and absolute discretion, is taxable to the recipient of such Och-Ziff Operating Group Units (such units, "Reallocated Och-Ziff Operating Group Units"), the Exchange Committee shall promptly determine an Established Exchange Date and deliver an Exchange Notification pursuant to Section 2.2(a)(i) to permit each such Och-Ziff Limited Partner to Exchange fifty percent (50%) of such Reallocated Och-Ziff Operating Group Units.

(vi) Notwithstanding, and in addition to their rights to participate in any Exchange pursuant to Sections 2.2(a)(i) and (iii) above, the Ziffs may Exchange on any Quarterly Exchange Date (A) on which no other Limited Partner is entitled to participate during the period commencing with the IPO and continuing through the fifth anniversary thereof (the "Initial Ziff Period") a number of Vested Och-Ziff Operating Group A Units that does not exceed the Ziffs Quarterly Exchange Limit and (B) occurring at any time after the Initial Ziff Period, any number of Vested Och-Ziff Operating Group A Units as long as the Aggregate Value of Vested Och-Ziff Operating Group A Units proposed to be Exchanged by the Ziffs is equal to at least $10,000,000 (or such smaller amount

determined by the Exchange Committee in its sole discretion), or all of the Ziffs' remaining Vested Och-Ziff Operating Group A Units (any Exchange pursuant to clause (A) or (B), a "Special Ziff Quarterly Exchange"); *provided*, that, except by participating in a Class A Sale, the Ziffs shall not be permitted to sell Class A Shares received in an Exchange pursuant to this Section 2.2(a)(vi) during any "Determination Period", which shall be the period commencing on the date on which the Ziffs receive an Exchange Notification with respect to an Exchange relating to a Class A Sale and ending on the earlier of (1) the receipt of notice that such Class A Sale will not occur (such notice to be delivered promptly following a determination that such Class A Sale will not occur) and (2) the completion of the Class A Sale. No individual Determination Period shall exceed 120 consecutive days and all Determination Periods during any fiscal year shall not exceed 180 days in the aggregate; *provided* that the number of days in any Determination Period during which any Class A Sale is completed shall not be counted for purposes of calculating such 180 day limitation; and *provided further*, that, in the case of a Class A Sale pursuant to a continuous offering under Rule 415 of the Securities Act, the Determination Period shall continue until the earliest date on which the Ziffs can no longer sell Class A Shares under the applicable registration statement pursuant to the terms of the Registration Rights Agreement. The Ziffs shall not have the right to Exchange any portion of the Ziffs Quarterly Exchange Limit not so Exchanged during the Initial Ziff Period as provided above on any subsequent Quarterly Exchange Date during the Initial Ziff Period.

(b)

(i) With respect to Exchanges under Section 2.2(a)(i) or 2.2(a)(v), upon receipt of an Exchange Notification, an Och-Ziff Limited Partner may exercise its right to exchange Vested Och-Ziff Operating Group A Units as set forth in Section 2.1(a) by providing a written notice of exchange (an "Exchange Exercise Notice") at least ten (10) Business Days prior to the applicable Established Exchange Date and in accordance with the applicable Exchange Procedures.

(ii) With respect to Exchanges for any fiscal quarter under Section 2.2(a)(iv) or Section 2.2(a)(vi), an Och-Ziff Limited Partner may exercise the right to exchange Vested Och Ziff Operating Group Units as set forth in Section 2.1(a) by providing an Exchange Exercise Notice before the end of the prior fiscal quarter and in accordance with the applicable Exchange Procedures.

(iii) An Exchange Exercise Notice shall be delivered to the Issuer, in the case of an A Exchange, and each of the Och-Ziff Operating Group Partnerships, in the case of a B Exchange, (X) in the case of an A Exchange, substantially in the form of Exhibit A hereto, and (Y) in the case of a B Exchange, substantially in the form of Exhibit B hereto, duly executed by such holder or such holder's duly authorized attorney in respect of the Och-Ziff Operating Group Units to be exchanged, in each case delivered during normal business hours at the principal executive offices of the Issuer and the Och-Ziff General Partners.

(iv) As promptly as practicable following the surrender of Och-Ziff Operating Group Units upon an Exchange in the manner provided in this Article II, the Issuer, in the case of an A Exchange, or the Och-Ziff Operating Group Partnerships, in the case of a B Exchange, shall deliver or cause to be delivered at the principal executive offices of the Issuer or at the office of the Transfer Agent the number of Class A Shares issuable upon such Exchange, issued in the name of such exchanging Och-Ziff Limited Partner, and/or the applicable Cash Amount, if any.

(c) The Issuer, in the case of an A Exchange, or the Och-Ziff Operating Group Partnerships, in the case of a B Exchange, may adopt reasonable procedures for the implementation of the exchange provisions set forth in this Article II.

Section 2.3 Concurrent Exchanges. The obligation with respect to a B Exchange represents a several, and not a joint and several, obligation of the Och-Ziff Operating Group Partnerships, and no Och-Ziff Operating Group Partnership shall have any obligation or right to acquire the portion of one or more Och-Ziff Operating Group Units issued by another Och-Ziff Operating Group Partnership. Notwithstanding any other provision of this Agreement, an Exchange Exercise Notice shall not be valid unless the Och-Ziff Limited Partner giving such Exchange Exercise Notice requests an exchange of an equal number of Och-Ziff Operating Group Units in each Och-Ziff Operating Group Partnership.

Section 2.4 Engagement of a Financial Advisor. Upon receiving a valid Exchange Exercise Notice pursuant to Section 2.2(b), the Och-Ziff Operating Group Partnerships shall collectively engage a financial advisor of national reputation to determine the relative value of each Och-Ziff Operating Group Partnership as of the applicable Closing Date and the parties hereto agree to be bound by such financial advisor's determination, including, without limitation, for tax reporting purposes. The Och-Ziff Operating Group Partnerships shall be responsible for the fees and expenses of such financial advisor. The parties agree, however, that in the event that the Och-Ziff Operating Group Partnerships have received a valuation or an opinion from a financial advisor of national reputation regarding such relative values, and each of the Och-Ziff General Partners determines in its good faith judgment that no material change has occurred since the date of such valuation or opinion, or is expected to occur prior to Closing, with respect to the Och-Ziff Operating Group Partnerships, the Och-Ziff Operating Group Partnerships may elect to use such valuation or opinion for purposes of this Section 2.4 and the parties hereto agree to be bound by such valuation or opinion, including, without limitation, for tax reporting purposes.

Section 2.5 Closing.

(a) If an Exchange Exercise Notice has been timely delivered pursuant to Section 2.2(b), then the closing (the "Closing") of the transactions contemplated by Section 2.1 shall take place on the third Business Day following the Exchange Date (as such date may be delayed pursuant to this Section 2.5(a), the "Closing Date") at the offices of the Issuer at 9 West

57th Street, New York, New York 10019 (or such other place as the parties to such Exchange shall agree). If any Exchange Date would otherwise occur during a Blackout Period (or within two Business Days of the expiration of a Blackout Period), such Exchange Date shall be delayed until the third Business Day following the expiration of any such Blackout Period (or such other date as the parties to such Exchange shall agree), unless such delay would not be required by the Exchange Procedures. If any Closing Date would otherwise occur during a Blackout Period, such Closing Date shall be delayed until the third Business Day following the expiration of any such Blackout Period, unless such delay would not be required by the Exchange Procedures. Notwithstanding the foregoing, no Exchange Date or Closing Date relating to a Special Ziff Quarterly Exchange shall be delayed, suspended, terminated or otherwise affected by reason of the existence of any Blackout Period.

(b) No Exchange shall be permitted (and, if attempted, shall be void ab initio) if the General Partner of any Och-Ziff Operating Group Partnership determines in its sole and absolute discretion that such an Exchange would pose a material risk that such Och-Ziff Operating Group Partnership would be a "publicly traded partnership" as defined in Section 7704 of the Code. The Och-Ziff General Partners, in their sole and absolute discretion, shall be permitted to establish revised exchange procedures they determine are necessary or appropriate to ensure that each of the Och-Ziff Operating Group Partnerships will not be treated as an association or publicly traded partnership taxable as a corporation for U.S. federal income tax purposes.

(c) Closing Conditions. The obligations of any of the parties to consummate an Exchange pursuant to this Article II shall be subject to the conditions that (i) there shall be no injunction, restraining order or decree of any nature of any Governmental Entity that is then in effect that restrains or prohibits the Exchange by the applicable Och-Ziff Limited Partner of its Och-Ziff Operating Group Units for Class A Shares and (ii) no such Exchange shall be prohibited by applicable law or regulations.

(d) Closing Deliveries. At each Closing, with respect to each Och-Ziff Limited Partner that elects to participate in the Exchange:

(i) to the extent reasonably requested by the Transfer Agent and/or the Issuer in the case of an A Exchange, and/or any Och-Ziff Operating Group Partnership, in the case of a B Exchange, such Och-Ziff Limited Partner shall deliver instructions and/or other instruments of transfer, in form and substance reasonably satisfactory to such Transfer Agent, the Issuer and/or Och-Ziff Operating Group Partnership, as applicable, duly executed by such Och-Ziff Limited Partner or such Och-Ziff Limited Partner's duly authorized attorney, and transfer tax stamps or funds therefor, if required, representing a number of Och-Ziff Operating Group Units to be exchanged;

(ii) such Och-Ziff Limited Partner shall represent to the Issuer or the Och-Ziff Operating Group Partnerships, as applicable, that all of its Och-Ziff Operating Group Units delivered at Closing are delivered free and clear of any and all Liens;

(iii) if such Och-Ziff Limited Partner has delivered a number of Och-Ziff Operating Group Units pursuant to this Section 2.5(d) that represent a greater number of Och-Ziff Operating Group Units than can be exchanged in such Exchange, the relevant Och-Ziff Operating Group Partnership will deliver back the number of Och-Ziff Operating Group Units, as applicable, not subject to the Exchange;

(iv) in the case of an A Exchange, the Issuer shall deliver to the Och-Ziff Limited Partners participating in the Exchange a number of Class A Shares equal to the number of Och-Ziff Operating Group Units being surrendered in such A Exchange; and

(v) in the case of a B Exchange, each Och-Ziff Operating Group Partnership shall deliver the number of Class A Shares corresponding to the units of partnership interest of such Och-Ziff Operating Group Partnership comprising part of the Och-Ziff Operating Group Units that are the subject of such B Exchange and/or its proportionate share of the Cash Amount (if any), in each case determined by reference to the relative value of such Och-Ziff Operating Group Partnership established with respect to such Exchange pursuant to Section 2.4.

(vi) Delivery and transfer of any securities hereunder may be effected by book-entry transfer if and to the extent such securities are not held or issued in certificated form.

Section 2.6 Revocability; Expenses; Notice of Unavailability of Registration Statement.

(a) An Och-Ziff Limited Partner may revoke an Exchange Exercise Notice with respect to any or all of the Och-Ziff Operating Group Units set forth in such Och-Ziff Limited Partner's Exchange Exercise Notice by delivery of a written notice to the Och-Ziff Operating Group Partnerships at any time prior to Closing for any reason, including as a result of a Delay Event, unless any such revocation would be inconsistent with the applicable Exchange Procedures.

(b) If at any time after delivery of an Exchange Exercise Notice with respect to a proposed Exchange and prior to the Closing of such Exchange, the Issuer determines that (i) the Exchange Date will be delayed, suspended or terminated in accordance with Section 2.5(a), (b) or (c), and/or (ii) the Class A Shares which may be issued in connection with an Exchange relating to a Registered Sale will not be eligible to be sold pursuant to an effective registration statement on the anticipated Closing Date or within two Business Days of the anticipated Closing Date for any reason (collectively, a "Delay Event"), the Issuer shall promptly notify each Och-Ziff Limited Partner that has delivered an Exchange Exercise Notice in connection with such proposed Exchange of such Delay Event (an "Issuer Delay Notice"). The Issuer Delay Notice shall describe, in reasonable detail, the events giving rise to the Delay Event, the anticipated duration of such Delay Event and, if reasonably determinable in light of the facts and circumstances surrounding such Delay Event, a revised proposed Exchange Date and

Closing Date. In the event the Issuer Delay Notice does not include a revised proposed Exchange Date and Closing Date, the Issuer shall promptly notify each recipient of the revised proposed Exchange Date and Closing Date when such dates become reasonably determinable. Notwithstanding the foregoing, an Issuer Delay Notice to be sent to the Ziffs may (but need not) omit certain information described above that the Issuer determines, in its sole and absolute discretion, constitutes material non-public information and no event that otherwise would constitute a Delay Event under clause (ii) of the definition of Delay Event shall constitute a Delay Event with respect to a Special Ziff Quarterly Exchange.

(c) Each party hereto shall bear his own expenses in connection with the consummation of any of the transactions contemplated hereby, whether or not any such transaction is ultimately consummated.

Section 2.7 Blackout Periods. Notwithstanding anything to the contrary, except with respect to a Special Ziff Quarterly Exchange an Och-Ziff Limited Partner shall not be entitled to effect an Exchange, and the Issuer, in the case of an A Exchange, or the Och-Ziff General Partners, in the case of a B Exchange, shall have the right to delay or suspend any Exchange Date or Closing Date (whether such Exchange will result in the issuance of Class A Shares or the payment of a Cash Amount) that occurs during a period that is not an Open Window and, if the Issuer is in possession of material non-public information, the Issuer has determined in good faith that the disclosure of such information would not be in the best interests of the Issuer (collectively, a "Blackout Period") unless such Exchange is otherwise permitted in accordance with the Exchange Procedures. A Blackout Period in which the Issuer is in possession of material non-public information shall expire on the date on which the Issuer determines that there is no such material non-public information.

Section 2.8 Splits, Distributions and Reclassifications. The Exchange Rate shall be adjusted accordingly if there is: (1) any subdivision (by split, distribution, reclassification, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of the Och-Ziff Operating Group Units that is not accompanied by an identical subdivision or combination of the Class A Shares; or (2) any subdivision (by split, distribution, reclassification, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of the Class A Shares that is not accompanied by an identical subdivision or combination of the Och-Ziff Operating Group Units. In the event of a reclassification or other similar transaction as a result of which the Class A Shares are converted into another security, then an Och-Ziff Limited Partner shall be entitled to receive upon exchange the amount of such security that such Och-Ziff Limited Partner would have received if such exchange had occurred immediately prior to the effective date of such reclassification or other similar transaction. Except as may be required in the immediately preceding sentence, no adjustments in respect of distributions shall be made upon an Exchange.

Section 2.9 Taxes. The delivery of Class A Shares upon an Exchange shall be made without charge to the Och-Ziff Limited Partners for any stamp or other similar tax in respect of such issuance.

Section 2.10 Call Right. Notwithstanding any other provision of this Agreement, Och-Ziff Corp shall have the right (the "Call Right"), but not the obligation, to assume OZ

Advisors II's obligations to effect an Exchange at any particular Closing with respect to Och-Ziff Operating Group Units issued by OZ Advisors II. Och-Ziff Corp may exercise the Call Right by giving written notice to such effect to OZ Advisors II prior to such Closing.

Section 2.11 Certain Adjustments. Notwithstanding anything else in this Agreement to the contrary:

(a) If any Person (the "First Person") does not hold the same number of units of interest representing limited partnership interests or other similar interests (excluding Class C Non-Equity Interests) in each Och-Ziff Operating Group Partnership (such interests in excess of such same number, the "Excess Interests"), then, except to the extent provided in the second following proviso, the First Person, in connection with Exchanging any of its Och-Ziff Operating Group Units, shall first Exchange such Excess Interests, *provided, however*, that, such Exchange of such Excess Interests shall only be made in connection with and at the same time as an Exchange of the same number of Excess Interests in other Och-Ziff Operating Group Partnerships held by another Person (or Persons) that, but for this proviso, would be described as a "First Person" (the "Second Person"), such that the Exchanges of Excess Interests by such First Person and such Second Person (or Second Persons) collectively represent Och-Ziff Operating Group Units; provided further, that the provisions of this Section 2.11 shall apply only to the extent that there are an equal number of such Excess Interests in each Och-Ziff Operating Group Partnership proposed to be Exchanged as part of a single Exchange.

(b) The consideration for an Exchange of Excess Interests delivered pursuant to this Article II shall be allocated between the First Person and Second Person (or Second Persons) in accordance with the relative value, as determined under Section 2.4 of this Agreement of the Excess Interests Exchanged by each such Person.

(c) For any Exchange of Excess Interests pursuant to this Section 2.11, a form (or forms) of Exchange Exercise Notice shall be executed by each First Person and Second Person (or Second Persons) and shall provide, in addition to information set forth on Exhibit A and Exhibit B hereto, as applicable, for each First Person and Second Person (or Second Persons), the number of Excess Interests in each Och-Ziff Operating Group Partnership subject to such Exchange, the Designated Class B Shares to be cancelled and the number of Och-Ziff Operating Group Units represented by all Excess Interests held by the First Person and the Second Person (or Second Persons) subject to such Exchange.

ARTICLE III

GENERAL PROVISIONS

Section 3.1 Amendment.

(a) Subject to Section 3.1(c), no provision of this Agreement may be amended unless such amendment is approved in writing by the Issuer, Och-Ziff Corp, Och-Ziff Holding, and the Och-Ziff Operating Group Partnerships, and by the Och-Ziff Limited Partners who, together with their Permitted Transferees, collectively hold at least two-thirds of the Och-Ziff

Operating Group Units collectively held by all of the Och-Ziff Limited Partners and their respective Permitted Transferees; *provided*, that no such amendment shall be effective if such amendment will have a disproportionate effect on certain Och-Ziff Limited Partners unless all such Och-Ziff Limited Partners disproportionately affected consent in writing to such amendment and *provided*, *further*, no such amendment shall impair or diminish the rights of the Exchange Committee, unless approved by the Exchange Committee. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) The Exchange Committee, the Issuer, Och-Ziff Corp and Och-Ziff Holding may, on behalf of themselves and the respective partnerships they control, amend this Agreement in writing without the approval or consent of any Och-Ziff Limited Partner or Permitted Transferees if such amendment does not materially and adversely affect any Och-Ziff Limited Partner's Exchange Right.

(d) Each Och-Ziff Limited Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or written consent of less than all of the Och-Ziff Limited Partners, such action may be so taken upon the concurrence of less than all of the Och-Ziff Limited Partners and each Och-Ziff Limited Partner shall be bound by the results of such action.

(e) This Agreement may be amended in accordance with the provisions of this Section 3.1 without the consent of any Class B Shareholder (in its capacity as such).

Section 3.2 Addresses and Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be as specified in a notice given in accordance with this Section 3.2):

(a) If to the Issuer, to:

9 West 57th Street
New York, New York 10019
Attention: Chief Legal Officer
Fax: (212) 790-0077
Electronic Mail: Jeffrey.Blockinger@ozcap.com

(b) If to

OZ Management LP
OZ Advisors LP
OZ Advisors II LP, to:

c/o Och-Ziff Capital Management Group LLC
9 West 57th Street
New York, New York, 10019
Attention: Chief Legal Officer
Fax: (212) 790-0077
Electronic Mail: Jeffrey.Blockinger@ozcap.com

(c) If to any Och-Ziff Limited Partner, to:

the address and facsimile number set forth for such Och-Ziff Limited Partner in the records of the Och-Ziff Operating Group Partnerships.

(d) If to any Class B Shareholder, to:

the address and facsimile number set forth for such Class B Shareholder in the records of the Issuer.

Section 3.3 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 3.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted or required by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns. This Agreement shall be binding on each Person who becomes a Class B Shareholder, whether or not such Person executes and delivers a joinder to this Agreement pursuant to Section 3.5(c).

Section 3.5 Partners; Och-Ziff Operating Group Partnerships.

(a) To the extent an Och-Ziff Limited Partner (or an applicable Permitted Transferee) validly transfers any or all of its Och-Ziff Operating Group Units to a Permitted Transferee of such Och-Ziff Limited Partner or to any other Person in a transaction not in contravention of, and in accordance with, the applicable Och-Ziff Operating Group Partnership Agreements, then such Person shall have the right to execute and deliver a joinder to this Agreement, in form and substance reasonably satisfactory to the Och-Ziff Operating Group Partnerships. Upon execution of any such joinder, such Person shall be entitled to all of the rights and shall be bound by each of the obligations applicable to the relevant transferor hereunder.

(b) Each of the Issuer, Och-Ziff Corp and Och-Ziff Holding hereby agree that if any other Person subsequently becomes an Och-Ziff General Partner or Och-Ziff Operating Group Partnership, as applicable, it will cause such Person to execute a joinder to this Agreement and become an "Och-Ziff General Partner" or an "Och-Ziff Operating Group Partnership" for all purposes of this Agreement, and this Agreement shall be amended to the extent necessary to reflect such joinder.

(c) Each Class B Shareholder hereby agrees that if such Class B Shareholder is a Class B Transferor, it will cause the Class B Transferee to execute a joinder to this Agreement and become a "Class B Shareholder" for all purposes of this Agreement, and this Agreement shall be amended to the extent necessary to reflect such joinder.

Section 3.6 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 3.7 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 3.8 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 3.9 Submission to Jurisdiction; Dispute Resolution. Each party to this Agreement hereby irrevocably and unconditionally, with respect to any matter or dispute arising under, or in connection with, this Agreement and the transactions contemplated hereby (i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and any appellate courts thereof (the "New York Courts") (and covenants not to commence any legal action or proceeding in any other venue or jurisdiction); (ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such action will be in accordance with the laws of the State of New York but that nothing herein shall affect the right to effect service of process in any other manner permitted by law; (iv) waives any and all immunity from suit, execution, attachment or other legal process; and (v) waives in connection with any such action any and all rights to a jury trial. The parties agree that any judgment of any New York Court may be enforced in any court having jurisdiction over any party of any of their assets.

Section 3.10 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 3.10.

Section 3.11 Tax Treatment. To the extent this Agreement imposes obligations upon a particular Och-Ziff Operating Group Partnership or a general partner of an Och-Ziff Operating Group Partnership, this Agreement shall be treated as part of the relevant Och-Ziff Operating Group Partnership Agreement as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations. As required by the Code and the Treasury Regulations, the parties shall report any B Exchange consummated hereunder, in the case of OZ Management and OZ Advisors, as a taxable sale of Och-Ziff Operating Group Units by an Och-Ziff Limited Partner to Och-Ziff Corp, and in the case of OZ Advisors II, as a taxable sale of Och-Ziff Operating Group Units to Och-Ziff Holding, and no party shall take a contrary position on any income tax return, amendment thereof or communication with a taxing authority.

Section 3.12 Reporting Requirements. The Issuer shall use reasonable efforts to comply with the periodic reporting requirements under the Securities Exchange Act of 1934, as amended, for so long as any class of the Issuer's equity securities is listed for trading on any national securities exchange.

Section 3.13 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware (without regard to conflicts of laws principles thereof).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, all as of the date first set forth above.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

OCH-ZIFF HOLDING CORPORATION
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

OCH-ZIFF HOLDING LLC
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

OZ MANAGEMENT LP
By: Och-Ziff Holding Corporation, its general partner
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

OZ ADVISORS LP
By: Och-Ziff Holding Corporation, its general partner
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

OZ ADVISORS II LP
By: Och-Ziff Holding LLC, its general partner
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

OCH-ZIFF LIMITED PARTNERS

By: /s/ Daniel S. Och

Name: Daniel S. Och

By: /s/ David Windreich

Name: David Windreich

By: /s/ Michael L. Cohen

Name: Michael L. Cohen

By: /s/ Zoltan Varga

Name: Zoltan Varga

By: /s/ Harold A. Kelly

Name: Harold A. Kelly

By: /s/ Joel M. Frank

Name: Joel M. Frank

By: /s/ James-Keith Brown

Name: James-Keith Brown

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE DANIEL S. OCH 2011 GST TRUST I AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE DANIEL S. OCH 2011 GST TRUST II AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE DANIEL S. OCH 2011 GST TRUST III AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE OCH CHILDREN'S TRUST 2012 TRUST AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE SUSAN OCH KALVER TRUST FAMILY TRUST 2012

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Investment Trustee

THE JONATHAN OCH FAMILY TRUST 2012
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Daniel S. Och
Daniel S. Och, as Investment Trustee
THE NANCY G. BERNSTEIN FAMILY TRUST 2012
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Daniel S. Och
Daniel S. Och, as Investment Trustee
THE FAMILY TRUST CREATED UNDER ARTICLE III OF THE JANE C. OCH 2011 DESCENDANTS' TRUST AGREEMENT
By: /s/ Jonathan Och
Jonathan Och, as Trustee
By: /s/ Susan Och Kalver
Susan Och Kalver, as Trustee
THE DANIEL S. OCH DESCENDANTS' TRUST 1995
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Jonathan Och
Jonathan Och, as Trustee

EXHIBIT A

[FORM OF]
NOTICE OF A EXCHANGE

Och-Ziff Capital Management Group LLC
9 West 57th Street
New York, New York 10019
Attention: Chief Legal Officer
Fax: (212) [ ]
Electronic Mail: [ ]

Reference is hereby made to the Amended and Restated Exchange Agreement, dated as of August 1, 2012 (as amended, supplemented, or restated from time to time, the "Exchange Agreement"), among Och-Ziff Capital Management Group LLC, Och-Ziff Holding Corporation, Och-Ziff Holding LLC, OZ Management LP, OZ Advisors LP, OZ Advisors II LP and the Och-Ziff Limited Partners from time to time party thereto, as amended from time to time. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned Och-Ziff Limited Partner desires to exchange the number of Och-Ziff Operating Group Units set forth below.

Legal Name of Och-Ziff Limited Partner: _____
Address: _____
Type of Exchange: A Exchange.
Number of Och-Ziff Operating Group Units to be exchanged: _____

The undersigned (1) hereby represents that the Och-Ziff Operating Group Units set forth above are owned by the undersigned, free of all Liens, (2) hereby exchanges such Och-Ziff Operating Group Units for Class A Shares and/or the applicable Cash Amount as set forth in the Exchange Agreement, (3) hereby irrevocably constitutes and appoints any officer of the Och-Ziff Operating Group Partnerships, the Och-Ziff General Partners or the Issuer as its attorney, with full power of substitution, to exchange said Och-Ziff Operating Group Units on the books of the Och-Ziff Operating Group Partnerships for Class A Shares on the books of the Issuer, with full power of substitution in the premises and/or the applicable Cash Amount.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice of Exchange to be executed and delivered by the undersigned or by its duly authorized attorney.

Name:

Dated:

EXHIBIT B

[FORM OF]
NOTICE OF B EXCHANGE

Och-Ziff Holding Corporation
Och-Ziff Holding LLC
OZ Management LP
OZ Advisors LP
OZ Advisors II LP
9 West 57th Street
New York, New York, 10019
Attention: Chief Legal Officer
Fax: (212) [ ]
Electronic Mail: [ ]

Reference is hereby made to the Amended and Restated Exchange Agreement, dated as of August 1, 2012 (as amended, supplemented, or restated from time to time, the "Exchange Agreement"), among Och-Ziff Capital Management Group LLC, Och-Ziff Holding Corporation, Och-Ziff Holding LLC, OZ Management LP, OZ Advisors LP, OZ Advisors II LP and the Och-Ziff Limited Partners from time to time party thereto, as amended from time to time. Capitalized terms used but not defined herein shall have the meanings given to them in the Exchange Agreement.

The undersigned Och-Ziff Limited Partner desires to exchange the number of Och-Ziff Operating Group Units set forth below.

Legal Name of Och-Ziff Limited Partner: _____
Address: _____
Type of Exchange: B Exchange.
Number of Och-Ziff Operating Group Units to be exchanged: _____

The undersigned (1) hereby represents that the Och-Ziff Operating Group Units set forth above are owned by the undersigned, free of all liens, (2) hereby exchanges such Och-Ziff Operating Group Units for Class A Shares and/or the applicable Cash Amount as set forth in the Exchange Agreement, (3) hereby irrevocably constitutes and appoints any officer of the Och-Ziff Operating Group Partnerships, the Och-Ziff General Partners or the Issuer as its attorney, with full power of substitution, to exchange said Och-Ziff Operating Group Units on the books of the Och-Ziff Operating Group Partnerships for Class A Shares on the books of the Issuer, with full power of substitution in the premises and/or the applicable Cash Amount.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice of Exchange to be executed and delivered by the undersigned or by its duly authorized attorney.

Name:

Dated:

Exhibit 10.2

FIRST AMENDED AND RESTATED

REGISTRATION RIGHTS AGREEMENT

OF

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

Dated as of August 1, 2012

Table of Contents

FIRST AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This FIRST AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (as may be amended from time to time pursuant to the provisions hereof, including the appendixes attached hereto, this "Agreement"), is made and entered into as of August 1, 2012, by and among Och-Ziff Capital Management Group LLC, a Delaware limited liability company (the "Company"), and the Covered Persons (defined below) from time to time party hereto.

WHEREAS, the Covered Persons are holders of Och-Ziff Operating Group A Units (defined below), which, subject to certain restrictions and requirements, are exchangeable at the option of the holder thereof with the Och-Ziff Operating Group (defined below), pursuant to the Exchange Agreement (defined below) for Class A Shares (defined below) or, at the option of the Och-Ziff Operating Group, the cash equivalent thereof;

WHEREAS, this Agreement amends and restates the Registration Rights Agreement among the parties hereto dated as of November 19, 2007 (the "Prior Agreement");

WHEREAS, pursuant to the Prior Agreement, the Company provided the Covered Persons with registration rights with respect to Class A Shares that may be delivered in exchange for their Och-Ziff Operating Group A Units and any other Class A Shares they may otherwise hold from time to time; and

WHEREAS, the parties hereto desire to amend and restate the Prior Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions herein contained, the parties hereto agree to amend and restate the Prior Agreement in its entirety as follows:

ARTICLE I
DEFINITIONS AND OTHER MATTERS

Section 1.1 Definitions. Capitalized terms used in this Agreement without other definition shall, unless expressly stated otherwise, have the meanings specified in this Section 1.1:

"Affiliate" means any other person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such first person and "control" for these purposes means the direct or indirect power to direct or cause the direction of the management and policies of another person, whether by operation of law or regulation, through ownership of securities, as trustee or executor or in any other manner.

"Agreement" has the meaning ascribed to such term in the Recitals.

"Beneficial owner" has the meaning set forth in Rule 13d-3 under the Exchange Act.

"Board" means the Board of Directors of the Company.

"Chairman" shall mean the Chairman of the Demand Committee, who shall be the Chairman of the Partner Management Committee as determined pursuant to the applicable Och-Ziff Operating Group Agreements. Initially, Daniel Och shall serve as Chairman.

"Class A Shares" means Class A shares representing limited liability company interests in the Company.

"Company" has the meaning ascribed to such term in the Recitals.

"Covered Person" means those persons from time to time listed on Appendix A hereto, and all persons who may become parties to this Agreement and whose name is required to be listed on Appendix A hereto, in each case in accordance with the terms hereof.

"Covered Och-Ziff Operating Group A Units" means, with respect to a Covered Person, such Covered Person's Och-Ziff Operating Group A Units.

"Demand Committee" shall mean a committee consisting of the individuals that are from time to time members of the Partner Management Committee as determined pursuant to the applicable Och-Ziff Operating Group Agreements. The Chairman of the Demand Committee shall be the same as the Chairman of the Partner Management Committee, and the Chairman of the Demand Committee shall have the sole and exclusive right and authority to take any action (including, the exercise of any demand or request for registration, any determination regarding a Shelf Registration and the consent to any amendment of this Agreement) pursuant to this Agreement on behalf of the Demand Committee, *provided*, *however*, that if and to the extent that at any time no Chairman of the Partner Management Committee exists and, therefore, no Chairman of the Demand Committee exists, any such action may be taken by a simple majority of the members of the Demand Committee.

"Demand Notice" has the meaning ascribed to such term in Section 2.2(a).

"Demand Registration" has the meaning ascribed to such term in Section 2.2(a).

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Agreement" means the Amended and Restated Exchange Agreement, dated as of the date hereof, by and among the Company, each of the Och-Ziff Operating Group entities and the limited partners of each Och-Ziff Operating Group entity, as amended from time to time.

"Exchange Registration" has the meaning ascribed to such term in Section 2.1(a).

"Existing Registration Statement" means the Company's registration statement on Form S-3, SEC File No. 333-177993 (so long as effective) or any additional effective "automatic shelf registration statement" as defined under Rule 405 under the Securities Act on Form S-3.

"FINRA" means the Financial Industry Regulatory Authority.

"Governmental Authority" means any national, local or foreign (including U.S. federal, state or local) or supranational (including European Union) governmental, judicial, administrative or regulatory (including self-regulatory) agency, commission, department, board, bureau, entity or authority of competent jurisdiction.

"Indemnified Parties" has the meaning ascribed to such term in Section 2.8.

"Indemnifying Party" has the meaning ascribed to such term in Section 2.10.

"Maximum Covered Person Participation Amount" has the meaning ascribed to such term in Section 2.5(a).

"Maximum Demand Offering Size" has the meaning ascribed to such term in Section 2.2(e).

"Maximum Piggyback Offering Size" has the meaning ascribed to such term in Section 2.5(b).

"New York Courts" has the meaning ascribed to such term in Section 3.4.

"Och-Ziff" means the Company and its consolidated subsidiaries, including the Och-Ziff Operating Group.

"Och-Ziff Operating Group" means, collectively, persons directly controlled by Och-Ziff Holding Corporation, a Delaware corporation, or Och-Ziff Holding LLC, a Delaware limited liability company, during the term of this Agreement. As of the date hereof, the Och-Ziff Operating Group is comprised of OZ Management LP, a Delaware limited partnership, OZ Advisors LP, a Delaware limited partnership, and OZ Advisors II LP, a Delaware limited partnership.

"Och-Ziff Operating Group Agreements" means, collectively, the limited partnership agreements and other organizational documents of each of the entities within the Och-Ziff Operating Group, as the same may be amended or implemented from time during the term of this Agreement.

"Och-Ziff Operating Group A Units" means, collectively, the units designated as the "Class A common units" representing limited partnership interests in each of the entities within the Och-Ziff Operating Group issued under the applicable Och-Ziff Operating Group Agreement on or prior to the date hereof.

"Partner Management Committee" shall mean the Partner Management Committee of each Och-Ziff Operating Group entity as it may be constituted from time to time in accordance with the applicable Och-Ziff Operating Group Agreement and, which, as of the date hereof, consists of Messrs. Och, Windreich, Frank, Cohen, Varga, Kelly and Brown, with Mr. Och serving as Chairman.

"Permitted Transferee" means any transferee of an Och-Ziff Operating Group A Unit after the date hereof, the transfer of which was permitted by the Och-Ziff Operating Group Agreements.

"Piggyback Registrable Securities" means Registrable Securities then held by Covered Persons or to be held by Covered Persons upon an exchange pursuant to the Exchange Agreement occurring in connection with a Piggyback Registration hereunder.

"Prior Agreement" has the meaning ascribed to such term in the Recitals.

"Piggyback Registration" has the meaning ascribed to such term in Section 2.5(a).

"Pro Rata Basis" means a pro rata amount, determined based on the sum of (i) the number of Class A Shares held of record by each relevant person as of such date of determination and (ii) any Class A Shares that each relevant person has the right to acquire in the future as a result of any exchange, conversion, exercise or settlement of any securities or rights held of record by such person as of such date of determination (disregarding for such purposes all vesting provisions and transfer restrictions and assuming that all of such securities or rights are settled in Class A Shares).

"Proposed Participation Amount" means the aggregate number of Class A Shares each relevant Person has validly elected to include in any Demand Registration or Piggyback Registration, as applicable.

"Registering Covered Person" has the meaning ascribed to such term in Section 2.7(a).

"Registrable Securities" means Class A Shares that may be delivered in exchange for Och-Ziff Operating Group A Units or otherwise held from time to time by Covered Persons that are "affiliates" (as such term is defined in Rule 144 under the Securities Act). For purposes of this Agreement, Registrable Securities shall cease to be Registrable Securities when (i) such Registrable Securities have been disposed of pursuant to an effective registration statement; (ii) such Registrable Securities have been sold pursuant to Rule 144 under the Securities Act or otherwise transferred in a manner that results in the security being so transferred being freely transferable thereafter; or (iii) such Registrable Securities cease to be outstanding (or issuable upon exchange of Och-Ziff Operating Group A Units). Registrable Securities shall not include any such Class A Shares covered by an Exchange Registration (as defined in Section 2.1(a)) or any such Class A Shares issued under an effective registration statement on Form S-8 and, in any case, delivered in exchange for Och-Ziff Operating Group A Units held by persons who are not "affiliates" (as such term is defined in Rule 144 under the Securities Act) of the Company.

"Registration Expenses" means any and all expenses incident to the performance of or compliance with any registration or marketing of Registrable Securities, including all (i) SEC and securities exchange registration and filing fees, and all other fees and expenses payable in connection with the listing of securities on any securities exchange or automated interdealer quotation system, (ii) fees and expenses of compliance with any securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" qualifications of the securities registered), (iii) expenses in connection with the preparation,

printing, mailing and delivery of any registration statements, prospectuses and other documents in connection therewith and any amendments or supplements thereto, (iv) security engraving and printing expenses, (v) reasonable fees and disbursements of counsel for Och-Ziff and customary fees and expenses for independent certified public accountants retained by Och-Ziff, (vi) reasonable fees and expenses of any special experts retained by Och-Ziff in connection with such registration, (vii) reasonable fees, out-of-pocket costs and expenses of the Covered Persons, including one counsel for all of the Covered Persons participating in the offering selected by the Demand Committee, (viii) fees and expenses in connection with any review by FINRA of the underwriting arrangements or other terms of the offering, and all fees and expenses of any "qualified independent underwriter," including the fees and expenses of any counsel thereto, (ix) fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities, (x) costs of printing and producing any agreements among underwriters, underwriting agreements, any "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities, (xi) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (xii) expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the registration, marketing or selling of the Registrable Securities and (xiii) all out-of-pocket costs and expenses incurred by Och-Ziff or their appropriate officers in connection with their compliance with Section 2.7(l).

"Registration Statement" has the meaning ascribed to such term in Appendix B.

"Required Third-Party Piggyback Securities" shall mean the number of Class A Shares that the Company is required to include in any Demand Registration or Piggyback Registration or Resale Shelf Registration Statement hereunder pursuant to the terms of any Third-Party Agreement.

"Resale Shelf Registration Statement" has the meaning ascribed to such term in Section 2.3(a). "SEC" means the Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shelf Registration" has the meaning ascribed to such term in Section 2.2(c).

"Third-Party Agreement" means any agreement by and between the Company and any Person that is not a Covered Person that holds or has a right to acquire Class A Shares, pursuant to which such Person has the right to require the Company to include such Class A Shares in a registration statement filed by the Company (whether or not for its own account) under the Securities Act.

"Underwritten Public Offering" means an underwritten public offering pursuant to an effective registration statement under the Securities Act.

"Ziffs" means, collectively, Ziff Investors Partnership, L.P. II and Ziff Investors Partnership, L.P. IIA.

Section 1.2 Definitions Generally. Wherever required by the context of this Agreement, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa, and references to any agreement, document or instrument shall be deemed to refer to such agreement, document or instrument as amended, supplemented or modified from time to time. When used herein:

(a) the word "or" is not exclusive;

(b) the words "including," "includes," "included" and "include" are deemed to be followed by the words "without limitation"

(c) the terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision;

(d) the word "person" means any individual, corporation, limited liability company, trust, joint venture, association, company, partnership or other legal entity or a government or any department or agency thereof or self-regulatory organization; and

(e) all section, paragraph or clause references not attributed to a particular document shall be references to such parts of this Agreement, and all exhibit, annex and schedule references not attributed to a particular document shall be references to such exhibits, annexes and schedules to this Agreement.

ARTICLE II
REGISTRATION RIGHTS

Section 2.1 Exchange Registration.

(a) The Company may, in its sole discretion, elect to file and cause to be declared effective under the Securities Act by the SEC one or more registration statements on any appropriate form or, in the alternative, file a prospectus supplement to any Existing Registration Statement (the "Exchange Registration") covering, in each case, the delivery by the Company, from time to time, to the Covered Persons of Class A Shares registered under the Securities Act in exchange for Och-Ziff Operating Group A Units.

(b) If the Company elects to utilize an Exchange Registration, it shall give prompt notice of such election to the Demand Committee, which notice shall include the anticipated filing date of the registration statement or prospectus supplement to an Existing Registration Statement (as the case may be) relating to such Exchange Registration. The notice referred to in this Section 2.1(b) may be revoked at any time.

(c) If the Company elects to utilize an Exchange Registration, it shall be liable for and pay all Registration Expenses in connection with any Exchange Registration, regardless of whether such registration is effected.

(d) The Company shall have no obligation pursuant to this Section 2.1 to file an Exchange Registration, cause an Exchange Registration to be declared effective, maintain the effectiveness of an Exchange Registration or deliver Class A Shares to a Covered Person pursuant to an Exchange Registration.

Section 2.2 Demand Registration.

(a) Subject to any contractual obligations to the contrary, if at any time prior to the first Quarterly Exchange Date pursuant to Section 2.2(a)(iv) of the Exchange Agreement, the Company shall receive a written request (a "Demand Notice") from the Demand Committee that the Company effect the registration under the Securities Act of all or any portion of the Registrable Securities specified in the Demand Notice (a "Demand Registration"), specifying the information set forth under Section 2.7(i), then the Company shall use its commercially reasonable efforts to effect, as expeditiously as reasonably practicable, subject to the restrictions in Section 2.4, the registration under the Securities Act of the Registrable Securities for which the Demand Committee has requested registration under this Section 2.2, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as specified) of such Registrable Securities. If the Demand Committee elects to effect a Demand Registration, the provisions of Section 2.5(a) with respect to the notices required and the determination of the number of Piggyback Registrable Securities to be included in a Piggyback Registration shall apply *mutatis mutandis* to such Demand Registration, but the inclusion of such Registrable Securities pursuant to this Section 2.2 shall be treated as part of the Demand Registration and not as a Piggyback Registration hereunder.

(b) The Demand Committee may request an unlimited number of Demand Registrations at any time prior to the first Quarterly Exchange Date pursuant to Section 2.2(a)(iv) of the Exchange Agreement, subject to the limitations set forth in Section 2.4.

(c) Subject to the availability of an Existing Registration Statement or Form S-3 (or any successor registration form) to effect a Demand Registration, at the request of the Demand Committee, any Demand Registration shall be a shelf registration effected in accordance with Rule 415 under the Securities Act or any successor or similar rule (a "Shelf Registration").

(d) At any time, the Demand Committee may revoke such Demand Registration request by providing a notice to the Company revoking such request. The Company shall be liable for and pay all Registration Expenses in connection with any Demand Registration, whether or not so revoked.

(e) At the request of the Demand Committee, the Demand Registration shall involve an Underwritten Public Offering. If a Demand Registration involves an Underwritten Public Offering and the managing underwriter advises the Company and the Demand Committee that, in its view, the number of Registrable Securities and other securities requested to be included in such registration exceeds the largest number of Class A Shares that can be sold without having a material adverse effect on such offering, including the price at which such shares can be sold (the "Maximum Demand Offering Size"), the Company shall include in such Demand Registration, in the priority listed below, up to the Maximum Demand Offering Size:

(i) first, all Registrable Securities requested to be registered in the Demand Registration by the Demand Committee and all Required Third-Party Piggyback Securities (allocated as between the Covered Persons that have elected to participate in such Demand Registration in the aggregate and the holders of Required Third-Party Piggyback Securities in the aggregate on a Pro Rata Basis, and further allocated among the Covered Persons participating in such Demand Registration on a pro rata basis based on their respective Proposed Participation Amount, in each case, as and if necessary to ensure that the offering does not to exceed the Maximum Demand Offering Size); and

(ii) second, any securities proposed to be registered by the Company or any securities proposed to be registered for the account of any other persons, with such priorities among them as the Company shall determine.

Section 2.3 Shelf Registration.

(a) Subject to any contractual obligations to the contrary, the Company shall prepare and file, at its own expense, not later than the first Quarterly Exchange Date pursuant to Section 2.2(a)(iv) of the Exchange Agreement and subsequently from time to time through 2017 as determined by the Demand Committee in its sole discretion, a prospectus supplement or such supplemental materials to any Existing Registration Statement then required by SEC rules and regulations or, if the Company is unable to effect a resale pursuant to an Existing Registration Statement, a new "shelf" registration statement on an appropriate form for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (the Existing Registration Statement as amended or supplemented and any new shelf registration statement, each a "Resale Shelf Registration Statement"), in each case permitting the registration for resale of all Registrable Securities by the Covered Persons in accordance with the methods of distribution elected by the Covered Persons pursuant to the questionnaire referred to in paragraph (b) below and set forth in the Resale Shelf Registration Statement. The Company shall use its reasonable efforts to cause the Resale Shelf Registration Statement, if not an Existing Registration Statement, to be declared effective by the SEC as promptly as reasonably practicable after the filing thereof, and, in any case, subject to Sections 2.3(c) and 2.4, to keep such Resale Shelf Registration Statement continuously effective for a period ending when all Class A Shares of the Company covered by the Resale Shelf Registration Statement are no longer Registrable Securities. The Demand Committee shall have the right to request that an Underwritten Public Offering be effected off the Resale Shelf Registration Statement at any time, subject to Section 2.4. Any such Underwritten Public Offering shall be subject to the same priority provisions as set forth in Section 2.2(e).

(b) The Company shall give written notice to all Covered Persons at least 20 business days prior to the anticipated filing date of a new shelf registration statement that is a Resale Shelf Registration Statement or any prospectus supplement to an Existing Registration Statement that is or would be a Resale Shelf Registration Statement, which notice shall include a questionnaire in the form set forth in Appendix B hereto. At the time such new shelf registration statement or prospectus supplement is filed, each Covered Person that has delivered to the Company a duly completed and executed questionnaire on or prior to the date

which is ten business days prior to such time shall be named as a selling securityholder in the Resale Shelf Registration Statement and the related prospectus in such a manner as to permit such Covered Person to deliver such prospectus to purchasers of Registrable Securities in accordance with applicable law. If required by applicable law, subject to the terms and conditions hereof, after effectiveness of the Resale Shelf Registration Statement, the Company shall file a supplement to such prospectus or amendment to the Resale Shelf Registration Statement not less than once a quarter as necessary to name as selling securityholders therein any Covered Persons that provide to the Company a duly completed and executed questionnaire in the form set forth in Appendix B hereto and shall use reasonable efforts to cause any post-effective amendment to such Resale Shelf Registration Statement filed for such purpose to be declared effective by the SEC as promptly as reasonably practicable after the filing thereof.

(c) The Company shall prepare and file such additional registration statements as necessary every three years (or such other period of time as may be required to maintain continuously effective shelf registration statements) and use its commercially reasonable efforts to cause such registration statements to be declared effective by the SEC so that a shelf registration statement remains continuously effective, subject to Section 2.4, with respect to resales of Registrable Securities as and for the periods required under Section 2.3(a), such subsequent registration statements to constitute a Resale Shelf Registration Statement hereunder.

Section 2.4 Suspension of Use of Registration Statement

(a) Upon prior written notice to the Demand Committee and the Covered Persons, the Company may postpone effecting a registration (or suspend the use of a Resale Shelf Registration Statement or Shelf Registration) pursuant to Section 2.2 and Section 2.3 on up to three occasions during any period of six consecutive months for a reasonable time specified in the notice but not exceeding 120 days in the aggregate (which period may not be extended or renewed), if (i) the Company is pursuing a material financing, acquisition, merger, joint venture, reorganization, disposition or similar transaction or the Company is resolving comments on its public filings with the SEC or similar events and the Board determines in good faith that the Company's ability to pursue or consummate such a transaction or resolve such comments would be materially adversely affected by any required disclosure of such transaction or circumstances in any registration statement; (ii) a Demand Registration or a Piggyback Registration (defined in Section 2.5(a) below) in which Covered Persons were able to participate was completed within the prior 90 days; or (iii) the Company is in possession of other material non-public information and the Board determines in good faith that the disclosure of such information during the period specified in such notice would not be in the best interests of the Company.

(b) If all reports required to be filed by the Company pursuant to the Exchange Act have not been filed by the required date without regard to any extension, or if the consummation of any business combination by the Company has occurred or is probable for purposes of Rule 3-05 or Article 11 of Regulation S-X promulgated under the Securities Act or any similar successor rule, upon written notice thereof by the Company to the Demand Committee and the Covered Persons, the rights of the Demand Committee and the Covered Persons to offer, sell or distribute any Registrable Securities pursuant to any registration

statement or to require the Company to take action with respect to the registration or sale of any Registrable Securities pursuant to any registration statement shall be suspended until the date on which the Company has filed such reports or obtained and filed the financial information required by Rule 3-05 or Article 11 of Regulation S-X to be included or incorporated by reference, as applicable, in a registration statement, and the Company shall notify the Demand Committee and the Covered Persons in writing as promptly as practicable when such suspension is no longer required. The Company's rights to suspend its obligations under this Section 2.4(b) shall be in addition to its rights under Section 2.4(a).

Section 2.5 Piggyback Registration.

(a) Subject to any contractual obligations to the contrary, if the Company proposes at any time to register any Class A Shares under the Securities Act (other than an Exchange Registration, registration on Form S-8 or Form S-4 (or any similar successor forms), or registrations in connection with dividend reinvestment and stock purchase plans), whether or not for sale for its own account, the Company shall each such time give prompt written notice at least 20 business days prior to the anticipated filing date of the registration statement or, in the case of an Existing Registration Statement, any prospectus supplement relating to such registration to the Demand Committee, which notice shall offer the Demand Committee the opportunity to elect to register for resale the number of Registrable Securities held by Covered Persons as the Demand Committee may request (the "Maximum Covered Person Participation Amount"), subject to the provisions of Section 2.5(b) (a "Piggyback Registration").

If the Demand Committee elects to effect a Piggyback Registration, the Company shall give written notice of the registration statement or prospectus supplement to an Existing Registration Statement (as the case may be) relating to such Piggyback Registration to all Covered Persons at least 15 business days prior to such anticipated filing date (which date shall be specified in such notice), and any Covered Person electing to participate in such Piggyback Registration shall notify the Demand Committee and the Company at least 10 business days prior to any such anticipated filing date of its election to include Registrable Securities in such Piggyback Registration. Each Covered Person electing to so participate may elect to include, in the Piggyback Registration, Piggyback Registrable Securities in an amount up to that number of Piggyback Registrable Securities then held by such Covered Person multiplied by a fraction, the numerator of which shall be the Maximum Covered Person Participation Amount and the denominator of which shall be the aggregate number of Piggyback Registrable Securities then held by all Covered Persons electing to participate in such Piggyback Registration; *provided*, that if any Covered Person elects not to participate in such Piggyback Registration up to its portion of the Maximum Covered Person Participation Amount as provided above, the Demand Committee shall have the sole discretion to permit the other Covered Persons to include in such Piggyback Registration additional Piggyback Registrable Securities in the same proportions as determined above; and *provided further*, that the participation of each Covered Person in any such Piggyback Registration shall be reduced (without duplication) by the aggregate number of Registrable Securities sold by such Covered Person and its Permitted Transferees pursuant to Rule 144 under the Securities Act or another exemption from the registration requirements of the Securities Act prior to the date of such Piggyback Registration. Any determination with respect to the number of Registrable Securities that may be included in any Piggyback Registration by any Covered Person shall be made by the Demand Committee in accordance with this Agreement and such determination shall be final.

Upon the request of the Demand Committee, the Company shall use its commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities that the Company has been so requested to register by the Demand Committee, to the extent necessary to permit the disposition of such Registrable Securities to be so registered, *provided*, that: (i) if such registration involves an Underwritten Public Offering, all such Covered Persons to be included in the Company's registration must sell their Registrable Securities to the underwriters selected by the Company on the same terms and conditions as apply to the Company or any other selling person, as applicable, and (ii) if, at any time after giving notice of its intention to register any securities pursuant to this Section 2.5(a) and prior to the effective date of the registration statement filed in connection with such registration or the filing date of any prospectus supplement to an Existing Registration Statement filed in connection with such registration, the Company shall determine for any reason not to register such securities, the Company shall give written notice to all such Covered Persons and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration. No registration effected under this Section 2.5 shall relieve the Company of its obligations to effect a Demand Registration to the extent required by Section 2.2 or a Resale Shelf Registration to the extent required by Section 2.3. The Company shall pay all Registration Expenses in connection with each Piggyback Registration.

(b) Subject to any contractual obligations to the contrary, if a Piggyback Registration involves an Underwritten Public Offering and the managing underwriter advises the Company that, in its view, the number of Registrable Securities and other securities intended to be included in such registration exceeds the largest number of Class A Shares that can be sold without having a material adverse effect on such offering, including the price at which such shares can be sold (the "Maximum Piggyback Offering Size"), the Company shall include in such registration, in the following priority, up to the Maximum Piggyback Offering Size:

(i) first, the Company securities proposed to be registered for the account of the Company or, if such registration is not for the sale of Company securities for the account of the Company but is to comply with the demand registration rights of third parties, the Company securities proposed to be registered pursuant to such demand registration rights of third parties; and

(ii) second, all Registrable Securities permitted to be included in such registration by Covered Persons and all Required Third-Party Piggyback Securities (allocated as between the Covered Persons that have elected to participate in such Piggyback Registration in the aggregate and the holders of Required Third-Party Piggyback Securities in the aggregate on a Pro Rata Basis, and further allocated among the Covered Persons participating in such Piggyback Registration on a Pro Rata Basis based on their respective Proposed Participation Amount, in each case, as and if necessary to ensure that the offering does not to exceed the Maximum Piggyback Offering Size).

(c) Notwithstanding any provision in this Section 2.5 or elsewhere in this Agreement, no provision relating to the registration of Registrable Securities shall be construed as permitting any Covered Person to effect a transfer of securities that is otherwise prohibited by the terms of any agreement between such Covered Person and any Och-Ziff entity.

Section 2.6 Lock-Up Agreements. If any registration of Registrable Securities shall be effected in connection with an Underwritten Public Offering, neither the Company nor any Covered Person shall offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer, dispose of or hedge, directly or indirectly, or enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of any Class A Shares or other securities of the Company or any securities convertible into or exercisable or exchangeable for Class A Shares or other securities of the Company (except as part of such Underwritten Public Offering and except as otherwise permitted by any lock-up executed or granted in connection with such Underwritten Public Offering) during the period beginning 14 days prior to the consummation of the Underwritten Public Offering until the earlier of (i) such time as the Company and the lead managing underwriter shall agree and (ii) 180 days following the pricing of the Underwritten Public Offering, *provided*, *however*, in the event the Ziffs do not elect to participate in any such Underwritten Public Offering, the Ziffs will not be subject to the lock-up provisions of this Section 2.6, unless the lead managing underwriter(s) inform(s) the Company in writing that any refusal by the Ziffs to agree to such lock-up may have a negative impact on the price and/or execution of the Underwritten Public Offering, in which case, the Ziffs shall agree to the provisions of this Section 2.6, but for a period not to exceed 90 days.

Section 2.7 Registration Procedures. In connection with any request by the Demand Committee that Registrable Securities be registered pursuant to Sections 2.2 or 2.5 and in connection with any Resale Shelf Registration pursuant to Section 2.3, subject to the provisions of such Sections and unless otherwise set forth in this Section 2.7, the paragraphs below shall be applicable:

(a) The Company shall as expeditiously as reasonably practicable prepare and file with the SEC a prospectus supplement or such supplemental materials to any Existing Registration Statement then required by SEC rules and regulations or a registration statement on any form for which the Company then qualifies or that counsel for the Company shall deem appropriate and which form shall be available for the registration of the Registrable Securities to be registered thereunder in accordance with the intended method of distribution thereof, and use its commercially reasonable efforts to cause such filed registration statement to become and remain effective for a period of 30 days or such earlier date as, all of the Registrable Securities of the Covered Persons included in any such registration statement (each, a "Registering Covered Person") shall have actually been sold, or in the case of a Resale Shelf Registration Statement and a Shelf Registration, the date on which all of the Registrable Securities of all Registering Covered Persons shall have actually been sold.

(b) Prior to filing a registration statement or prospectus supplement to an Existing Registration Statement or any amendments or supplements thereto, the Company shall, if requested, furnish to each Registering Covered Person and each underwriter, if any, of

the Registrable Securities covered by such registration statement copies of such offering documents as proposed to be filed. Upon and after the filing of such registration statement or prospectus supplement to an Existing Registration Statement or any amendments or supplements thereto, the Company shall furnish to such Registering Covered Person and underwriter, if any, (in each case in an electronic format, unless otherwise required by applicable law) such number of copies of such offering documents (in each case including all exhibits thereto and documents incorporated by reference therein) and such other documents as such Registering Covered Person or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Registering Covered Person. Each Registering Covered Person shall have the right to request in writing that the Company modify any information contained in such registration statement or prospectus supplement to an Existing Registration Statement or any amendments or supplements thereto pertaining solely to such Registering Covered Person and the Company shall use its commercially reasonable efforts to comply with such request; *provided*, *however*, that the Company shall not have any obligation to so modify any information if the Company reasonably expects that so doing would cause the prospectus to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) After the filing of a registration statement or in the case of any prospectus supplement to an Existing Registration Statement, the Company shall (i) cause the related prospectus to be supplemented by any required prospectus supplement, and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act, (ii) comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such registration statement during the applicable period in accordance with the intended methods of disposition by the Registering Covered Person thereof set forth in such registration statement or supplement to such prospectus and (iii) promptly notify in writing each Registering Covered Person holding Registrable Securities covered by such registration statement of any stop order issued or threatened by the SEC suspending the effectiveness of such registration statement or any state securities commission and use commercially reasonable efforts to prevent the entry of such stop order or to obtain the withdrawal of such order if entered.

(d) To the extent any "free writing prospectus" (as defined in Rule 405 under the Securities Act) is used, the Company shall file with the SEC any free writing prospectus that is required to be filed by the Company with the SEC and retain any free writing prospectus not required to be filed.

(e) The Company shall use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions in the United States as any Registering Covered Person holding such Registrable Securities or each underwriter, if any, reasonably (in light of such Covered Person's or underwriter's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Registering Covered Person to consummate the disposition of the Registrable Securities owned by such person; *provided*, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 2.7(e), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

(f) The Company shall promptly notify in writing each Registering Covered Person holding such Registrable Securities covered by such registration statement or each underwriter, if any, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and promptly prepare and make available to each such Registering Covered Person or underwriter, if any, and file with the SEC any such supplement or amendment.

(g) The Demand Committee may select an underwriter or underwriters in connection with any Underwritten Public Offering made pursuant to a Demand Registration hereunder, and the Company shall retain such underwriter or underwriters as soon as reasonably practicable after such selection. In connection with any Underwritten Public Offering, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take all such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities in any such Underwritten Public Offering, including if necessary the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with FINRA.

(h) Subject to the execution of confidentiality agreements reasonably satisfactory in form and substance to the Company, upon the reasonable request of the Demand Committee or underwriter (if any), the Company shall give to each Registering Covered Person, each underwriter (if any) and their respective counsel and accountants (i) reasonable and customary access to the books and records of the Company and (ii) such opportunities to discuss the business of the Company with its directors, officers, counsel and the independent public accountants who have certified its financial statements, as shall be appropriate, in the reasonable judgment of counsel to such Registering Covered Person or underwriter, to enable them to exercise their due diligence responsibility.

(i) Each Registering Covered Person registering securities under Sections 2.2, 2.3 or 2.5 shall promptly furnish in writing to the Company the information set forth in Appendix B and such other information regarding itself, the distribution of the Registrable Securities as the Company may from time to time reasonably request and such other information as may be legally required or advisable in connection with such registration, including such information necessary to correct any inaccuracies in information previously provided to the Company.

(j) Each Registering Covered Person and each underwriter, if any, agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.7(f), such Registering Covered Person or underwriter shall forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Registering Covered Person's or underwriter's receipt of

the copies of the supplemented or amended prospectus contemplated by Section 2.7(f), and, if so directed by the Company, such Registering Covered Person or underwriter shall deliver to the Company all copies, other than any permanent file copies then in such Registering Covered Person's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. If the Company shall give such notice, the Company shall extend the period during which such registration statement shall be maintained effective (including the period referred to in Section 2.7(a)) by the number of days during the period from and including the date of the giving of notice pursuant to Section 2.7(f) to the date when the Company shall make available to such Registering Covered Person a prospectus supplemented or amended to conform with the requirements of Section 2.7(f).

(k) The Company shall use its commercially reasonable efforts to list all Registrable Securities covered by such registration statement on any securities exchange or quotation system on which any of the Registrable Securities are then listed or traded.

(l) The Company shall have appropriate officers of Och-Ziff (i) prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be and (ii) otherwise use their commercially reasonable efforts to cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities.

(m) The Company shall cooperate with the Registering Covered Persons to facilitate the timely delivery of Registrable Securities to be sold, which shall not bear any restrictive legends, and to enable such Registrable Securities to be issued in such denominations and registered in such names as such Registering Covered Persons may reasonably request at least two business days prior to the closing of any sale of Registrable Securities.

Section 2.8 Indemnification by the Company. In the event of any registration of any Registrable Securities of the Company under the Securities Act pursuant to this Article II, the Company will, and it hereby does, indemnify and hold harmless, to the extent permitted by law, a Registering Covered Person, each Affiliate of such Registering Covered Person and their respective directors and officers or general and limited partners or members and managing members (including any director, officer, Affiliate, employee, agent and controlling person of any of the foregoing) and each other person, if any, who controls such seller within the meaning of the Securities Act (collectively, the "Indemnified Parties"), from and against any and all losses, claims, damages and liabilities (including, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (1) any untrue statement or alleged untrue statement of a material fact contained in any registration statement or amendment or supplement thereto under which such Registrable Securities were registered or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (2) any untrue statement or alleged untrue statement of a material fact contained in any prospectus, any free writing prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act in respect of the Registrable Securities, or amendment or supplement thereto, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, that the Company shall not be liable to any Indemnified Party in any such case to the extent that any such

loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, prospectus, any free writing prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act in respect of the Registrable Securities, or amendment or supplement thereto, in reliance upon and in conformity with written information furnished to the Company with respect to such seller specifically for use in the preparation thereof.

Section 2.9 Indemnification by Registering Covered Persons. Each Registering Covered Person hereby indemnifies and holds harmless, and the Company may require, as a condition to including any Registrable Securities in any registration statement filed in accordance with this Article II, that the Company shall have received an undertaking reasonably satisfactory to it from any underwriter to indemnify and hold harmless, the Company and all other prospective sellers of Registrable Securities, the Board, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company and all prospective sellers of Registrable Securities within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in Section 2.8 above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company with respect to such seller or any underwriter, as applicable, specifically for use in the preparation of such registration statement, prospectus, any free writing prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act in respect of the Registrable Securities, or amendment or supplement thereto. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company, any of the Registering Covered Persons or any underwriter, or any of their respective Affiliates, directors, officers or controlling persons and shall survive the transfer of such securities by such person. In no event shall any such indemnification liability of any Registering Covered Person be greater in amount than the dollar amount of the proceeds received by such Registering Covered Person upon the sale of the Registrable Securities giving rise to such indemnification obligation.

Section 2.10 Conduct of Indemnification Proceedings. Promptly after receipt by an Indemnified Party hereunder of written notice of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to Section 2.8 or Section 2.9 above, such Indemnified Party shall, if a claim of indemnification in respect thereof is to be made pursuant to this Article II, give written notice of the commencement of such action to the person against whom indemnification is sought (the "Indemnifying Party"); *provided*, that the failure of the Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Article II, except to the extent that the Indemnifying Party is materially prejudiced by such failure to give notice.

In case any such action is brought against an Indemnified Party, unless in such Indemnified Party's reasonable judgment a conflict of interest between such Indemnified Party and indemnifying parties may exist in respect of such claim, the Indemnifying Party shall be entitled to participate in and to assume the defense thereof, jointly with any other Indemnifying Party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to

such Indemnified Party, and after notice from the Indemnifying Party to such Indemnified Party of its election to assume the defense thereof, the Indemnifying Party will not be liable to such Indemnified Party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof other than reasonable costs of investigation. It is understood and agreed that the Indemnifying Party shall not, in connection with any proceeding, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Parties, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm (x) for any Covered Person, its Affiliates, directors and officers and any control persons of such Indemnified Party, shall be designated in writing by the Demand Committee, and (y) in all other cases shall be designated in writing by the Company. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its prior written consent, but if settled with such consent or if there shall be a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify each Indemnified Party from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnification could have been sought hereunder by such Indemnified Party, unless such settlement (A) includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

Section 2.11 Contribution. If the indemnification provided for in this Article II from the Indemnifying Party is unavailable to an Indemnified Party hereunder in respect of any losses, claims, damages, liabilities or expenses referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Parties in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Parties shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party under this Section 2.11 as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.11 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 2.12 Participation in Underwritten Public Offering. No Covered Person may participate in any Underwritten Public Offering hereunder unless such Covered Person (a) agrees to sell such Covered Person's securities on the basis provided in any underwriting arrangements approved by the Demand Committee and the Company and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and the provisions of this Agreement.

Section 2.13 Other Indemnification. Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and the Registering Covered Person participating therein with respect to any required registration or other qualification of securities under any federal or state law or regulation or Governmental Authority other than the Securities Act.

Section 2.14 Cooperation by the Company. If a Covered Person shall transfer any Registrable Securities pursuant to Rule 144, the Company shall use its commercially reasonable efforts to cooperate with such Covered Person and shall use commercially reasonable efforts to provide to such Covered Person such information and legal opinions as may be required to be provided to effect a transfer of such Registrable Securities under Rule 144.

Section 2.15 Parties in Interest. Each Covered Person shall be entitled to receive the benefits of this Agreement and shall be bound by the terms and provisions of this Agreement by reason of such Covered Person's election to participate in a registration under this Article II. To the extent the Och-Ziff Operating Group A Units held by Covered Persons are effectively transferred to a Permitted Transferee, the Permitted Transferee shall be entitled to receive the benefits of this Agreement and shall be bound by the terms and provisions of this Agreement upon becoming bound hereby pursuant to Section 3.1(c).

Section 2.16 Acknowledgement Regarding the Company. Other than those determinations reserved expressly to the Demand Committee, all determinations necessary or advisable under this Article II shall be made by the Board, the determinations of which shall be final and binding.

Section 2.17 Mergers, Recapitalizations, Exchanges or Other Transactions Affecting Registrable Securities. The provisions of this Agreement shall apply to the full extent set forth herein with respect to the Registrable Securities, to any and all securities or units of the Och-Ziff Operating Group or the Company or any successor or assign of any such person (whether by merger, amalgamation, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution of such Registrable Securities, by reason of any dividend, split, issuance, reverse split, combination, recapitalization, reclassification, merger, amalgamation, consolidation or otherwise.

ARTICLE III
MISCELLANEOUS

Section 3.1 Term of the Agreement; Termination of Certain Provisions.

(a) The term of this Agreement shall continue until such time as no Covered Person holds any Covered Och-Ziff Operating Group A Units or Registrable Securities.

(b) Unless this Agreement is terminated pursuant to Section 3.1(a) hereof, a Covered Person shall be bound by the provisions of this Agreement with respect to any Covered Och-Ziff Operating Group A Units or Registrable Securities until such time as such Covered Person ceases to hold any Covered Och-Ziff Operating Group A Units or Registrable Securities. Thereafter, such Covered Person shall no longer be bound by the provisions of this Agreement other than Sections 2.9, 2.10, 2.11 and 2.13 and this Article III, and such Covered Person's name shall be removed from Appendix A to this Agreement. Any person that has ceased to be a Covered Person and that reacquires Covered Och-Ziff Operating Group A Units or Registrable Securities shall be added to Appendix A as a Covered Person; *provided*, that such person shall first sign an agreement in the form approved by the Company acknowledging that such person is bound by the terms and provisions of this Agreement.

(c) Any Permitted Transferee shall be added to Appendix A as a Covered Person; *provided*, that such Permitted Transferee shall first sign an agreement in the form approved by the Company acknowledging that such Permitted Transferee is bound by the terms and provisions of this Agreement.

Section 3.2 Amendments; Waiver.

(a) Subject to Section 3.2(c), no provision of this Agreement may be amended unless such amendment is approved in writing by the Company and the Covered Persons who, together with their Permitted Transferees, collectively hold at least two-thirds of the Registrable Securities;*provided*, that no such amendment shall be effective if such amendment will have a disproportionate effect on certain Covered Persons unless all such Covered Persons disproportionately affected consent in writing to such amendment and *provided, further*, no such amendment shall impair or diminish the rights of the Demand Committee, unless approved in writing by the Demand Committee. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) The Company may amend this Agreement in writing without the approval or consent of any Covered Person or Permitted Transferee if such amendment does not materially and adversely affect any Covered Person's or Permitted Transferee's rights under this Agreement. Each Covered Person understands that from time to time certain other persons may

become Covered Persons and certain Covered Persons will cease to be bound by the provisions of this Agreement pursuant to the terms hereof. This Agreement may be amended from time to time by the Company (without the approval of any other person) for the purposes of (i) adding to Appendix A Permitted Transferees of the Covered Och-Ziff Operating Group A Units as provided in Section 3.1(c) who agree to be bound by this Agreement and (ii) removing from Appendix A such persons as shall cease to be bound by the provisions of this Agreement pursuant to Section 3.1(b) hereof, which additions and removals shall be given effect from time to time by appropriate changes to Appendix A.

Section 3.3 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS THEREOF.

Section 3.4 Submission to Jurisdiction; Waiver of Jury Trial. Each party to this Agreement hereby irrevocably and unconditionally, with respect to any matter or dispute arising under, or in connection with, this Agreement and the transactions contemplated hereby (i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and any appellate courts thereof (the "New York Courts") (and covenants not to commence any legal action or proceeding in any other venue or jurisdiction); (ii) consents that any such action or proceeding may be brought in the New York Courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (iii) agrees that service of process in any such action will be in accordance with the laws of the State of New York but that nothing herein shall affect the right to effect service of process in any other manner permitted by law; (iv) waives any and all immunity from suit, execution, attachment or other legal process; and (v) waives in connection with any such action any and all rights to a jury trial. The parties agree that any judgment of any New York Court may be enforced in any court having jurisdiction over any party of any of their assets.

Section 3.5 Notices.

(a) All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 3.5):

If to a Covered Person, initially to the address indicated in such Covered Person's questionnaire (a form of which is attached hereto as Appendix B) or to the address then in the records of the Och-Ziff Operating Group or the Company, as applicable, with a copy to the Chief Legal Officer of the Company, as set forth below, or if no such questionnaire has been delivered or if no address is then in the records of the Och-Ziff Operating Group or the Company,

c/o Och-Ziff Capital Management Group LLC
9 West 57th Street
New York, New York 10019
Attention: Chief Legal Officer
Fax: (212) 719-7402
Electronic Mail: Jeffrey.Blockinger@ozcap.com

If to the Company,

c/o Och-Ziff Capital Management Group LLC
9 West 57thStreet, 13th Floor
New York, New York 10019
Attention: Chief Legal Officer
Fax: (212) 719-7402
Electronic Mail: Jeffrey.Blockinger@ozcap.com

The Company shall be responsible for notifying each Covered Person of the receipt of a notice, request, claim, demand or other communication under this Agreement relevant to such Covered Person as set forth above (and each Covered Person shall notify the Company of any change in address for notices, requests, claims, demands or other communications).

Section 3.6 Severability. If any provision of this Agreement is finally held to be invalid, illegal or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired and (b) the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 3.7 Specific Performance. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, 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 that may be then available.

Section 3.8 Assignment; Successors. This Agreement shall be binding upon and inure to the benefit of the respective legatees, legal representatives, successors and assigns of the Covered Persons; *provided, however*, that a Covered Person may not assign this Agreement or any of his rights or obligations hereunder, and any purported assignment in breach hereof by a Covered Person shall be void; and *provided further*, that no assignment of this Agreement by the Company or to a successor of the Company (by operation of law or otherwise) shall be valid unless such assignment is made to a person which succeeds to the business of such person substantially as an entirety.

Section 3.9 No Third-Party Rights. Other than as expressly provided herein, nothing in this Agreement shall be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement

or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

Section 3.10 Section Headings. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

Section 3.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Agreement as of the dates indicated.

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC
By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

COVERED PERSONS
By: /s/ Daniel S. Och
Name: Daniel S. Och
By: /s/ David Windreich
Name: David Windreich
By: /s/ Michael L. Cohen
Name: Michael L. Cohen
By: /s/ Zoltan Varga
Name: Zoltan Varga
By: /s/ Harold A. Kelly
Name: Harold A. Kelly
By: /s/ Joel M. Frank
Name: Joel M. Frank
By: /s/ James-Keith Brown
Name: James-Keith Brown

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE DANIEL S. OCH 2011 GST TRUST I AGREEMENT
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Daniel S. Och
Daniel S. Och, as Trustee

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE DANIEL S. OCH 2011 GST TRUST II AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE DANIEL S. OCH 2011 GST TRUST III AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE FAMILY TRUST CREATED UNDER ARTICLE IV OF THE OCH CHILDREN'S TRUST 2012 TRUST AGREEMENT

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Trustee

THE SUSAN OCH KALVER TRUST FAMILY TRUST 2012

By: /s/ Jane C. Och

Jane C. Och, as Trustee

By: /s/ Daniel S. Och

Daniel S. Och, as Investment Trustee

THE JONATHAN OCH FAMILY TRUST 2012
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Daniel S. Och
Daniel S. Och, as Investment Trustee
THE NANCY G. BERNSTEIN FAMILY TRUST 2012
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Daniel S. Och
Daniel S. Och, as Investment Trustee
THE FAMILY TRUST CREATED UNDER ARTICLE III OF THE JANE C. OCH 2011 DESCENDANTS' TRUST AGREEMENT
By: /s/ Jonathan Och
Jonathan Och, as Trustee
By: /s/ Susan Och Kalver
Susan Och Kalver, as Trustee
THE DANIEL S. OCH DESCENDANTS' TRUST 1995
By: /s/ Jane C. Och
Jane C. Och, as Trustee
By: /s/ Jonathan Och
Jonathan Och, as Trustee

Appendix A

Covered Persons

Daniel S. Och

Jeffrey Blockinger

James-Keith Brown

Michael Cohen

Wayne Cohen

Joel Frank

Kaushik Ghosh

Harold Kelly

James Levin

Rick Lyon

Dan Manor

James O'Connor

Sean Rhatigan

Joshua Ross

Joseph Samuels

Boaz Sidikaro

Zoltan Varga

David Windreich

Each Related Trust (as defined in the Exchange Agreement) of the above Covered Persons

Appendix B

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

Covered Person Questionnaire

The undersigned Covered Person understands that the Company has filed or intends to file with the SEC a registration statement for the registration of the Class A Shares (as such may be amended, the "Registration Statement"), in accordance with Sections 2.2, 2.3 or 2.5 of the First Amended and Restated Registration Rights Agreement, dated as of August 1, 2012 (the "Registration Rights Agreement"), among the Company and the Covered Persons referred to therein. A copy of the Agreement is available from the Company upon request at the address set forth below. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

NOTICE

The undersigned Covered Person hereby gives notice to the Company of its intention to register Registrable Securities beneficially owned by it and listed below in Item 3 (unless otherwise specified under Item 3) pursuant to the Registration Statement. The undersigned, by signing and returning this Questionnaire, understands that it will be bound by the terms and conditions of this Questionnaire and the Registration Rights Agreement.

Pursuant to the Registration Rights Agreement, the undersigned has agreed to indemnify and hold harmless the Company and all other prospective sellers of Registrable Securities, the Board, each officer of the Company who signed the Registration Statement and each person, if any, who controls the Company and all other prospective sellers of Registrable Securities within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities arising in connection with statements made or omissions concerning the undersigned in the Registration Statement, prospectus, any free writing prospectus or any "issuer information" in reliance upon the information provided in this Questionnaire.

The undersigned Covered Person hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Covered Person:

_____

(b) Full Legal Name of Covered Person (if not the same as (a) above) through which Registrable Securities Listed in Item 3 below are held:

_____

(c) Full Legal name of DTC Participant (if applicable and if not the same as (b) above) through which Registrable Securities listed in Item 3 below are held:

_____

(d) Full Legal Name of natural control person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the Registrable Securities listed in Item 3 below):

_____

2. Address for Notices to Covered Person:

_____

_____

_____

Telephone: _____
Fax: _____
Email: _____
Contact Person: _____

3. Beneficial Ownership of Registrable Securities:

Number of Registrable Securities beneficially owned:

_____

_____

_____

4. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

Note: If yes, the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(b) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

If yes, please identify the broker-dealer with whom the Covered Person is affiliated and the nature of the affiliation:

_____

_____

_____

(c) If you are an affiliate of a broker-dealer, do you certify that you bought the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If no, the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(d) If you are (1) a broker-dealer or (2) an affiliate of a broker-dealer and answered "no" to Question 4(c), do you consent to being named as an underwriter in the Registration Statement?

Yes ☐ No ☐

5. Beneficial Ownership of Other Securities of the Company Owned by the Covered Person.

Except as set forth below in this Item 5, the undersigned Covered Person is not the beneficial or registered owner of any securities of the Company other than the Registrable Securities listed above in Item 3.

Type and Amount of Other Securities beneficially owned by the Covered Person:

_____

_____

_____

6. Relationships with the Company:

Except as set forth below, neither the undersigned Covered Person nor any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

7. Intended Method of Disposition of Registrable Securities (Only Applicable to a Demand Registration Effected Pursuant to Section 2.2 of the First Amended and Restated Registration Rights Agreement):

Intended Method or Methods of Disposition of Registrable Securities beneficially owned:

_____

_____

_____

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof and at any time while the Registration Statement remains in effect.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 7 and the inclusion of such information in the Registration Statement and the related prospectus. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated: ____

Beneficial Owner: ____

By: _____

Name: _____

Title: _____

PLEASE SEND A COPY OF THE COMPLETED AND EXECUTED QUESTIONNAIRE BY FAX OR ELECTRONIC MAIL, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

Och-Ziff Capital Management Group LLC
9 West 57th Street
New York, NY 10019
Attention: Chief Legal Officer
Facsimile: (212) 719-7402
Electronic Mail: Jeffrey.Blockinger@ozcap.com

Exhibit 10.3

AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

OZ ADVISORS LP

Dated as of August 1, 2012

TABLE OF CONTENTS

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF OZ ADVISORS LP, a Delaware limited partnership (the "Partnership"), is made as of August 1, 2012, by and among Och-Ziff Holding Corporation, a Delaware corporation, as general partner (the "Initial General Partner") and the Limited Partners (as defined below).

WHEREAS, OZ Advisors, L.L.C. (the "Original Company") was originally organized as a Delaware limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq. (the "LLC Act") on December 12, 1997;

WHEREAS, on June 25, 2007, the Original Company was converted from a Delaware limited liability company to a Delaware limited partnership organized pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §17-101, et seq. (the "Act"), and an Agreement of Limited Partnership of OZ Advisors LP dated as of June 25, 2007 (the "Initial Partnership Agreement");

WHEREAS, from the date of the Initial Partnership Agreement, Och-Ziff Associates, L.L.C. ceased to be a Limited Partner and each of Daniel S. Och, David Windreich and their respective Related Trusts which on the date of the Initial Partnership Agreement were also members of Och-Ziff Associates, L.L.C. became Limited Partners as of such date; and

WHEREAS, the Initial Partnership Agreement was amended and restated on November 13, 2007 (the Initial Partnership Agreement, as amended and restated, the "Prior Partnership Agreement"), on February 11, 2008, and on September 30, 2009, and is hereby amended and restated again.

NOW THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Act" has the meaning specified in the Preamble to this Agreement.

"Additional Limited Partner" has the meaning specified in Section 3.2(a) of this Agreement.

"Adjusted Capital Account" means the Capital Account maintained for each Partner as of the end of each Fiscal Year, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704- 2(i)(5))

and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such Fiscal Year, are reasonably expected to be allocated to such Partner in subsequent years under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such Fiscal Year, are reasonably expected to be made to such Partner in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(e)(i) or Section 6.1(e)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Property" means any property the Carrying Value of which has been adjusted pursuant to Section 5.2(b)(iii).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Person in question.

"Agreed Value" of any Contributed Property means the fair market value of such property or other consideration at the time of contribution as determined by the General Partner, without taking into account any liabilities to which such Contributed Property was subject at such time. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

"Agreement" means this Amended and Restated Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

"Appreciation" shall mean (i) with respect to any Existing Class D Common Units, the excess, if any, of the fair market value of the Partnership on the date of a Sale or liquidation over its fair market value on either the date hereof or the date immediately prior to the Issue Date(s) of such Existing Class D Common Units, as determined by the General Partner in its sole discretion, and (ii) with respect to any other Class D Common Units, the excess, if any, of the fair market value of the Partnership on the date of a Sale or liquidation over its fair market value on the date immediately prior to the Issue Date(s) of such Units (as equitably adjusted, in each case, for contributions and distributions that alter the fair market value of the Partnership).

"Book-Tax Disparity" means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date.

"Business Day" means any day other than Saturday, Sunday or any other day on which commercial banks in the State of New York are authorized or required by law or executive order to remain closed.

"Capital Account" means the capital account maintained for a Partner pursuant to Section 5.2.

"Capital Contribution" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership pursuant to this Agreement.

"Carrying Value" means (a) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted to equal its respective gross fair market value (taking Section 7701(g) of the Code into account) upon an adjustment to the Capital Accounts of the Partners in accordance with Section 5.2(b)(iii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, in the sole and absolute discretion of the General Partner.

"Cause" means, in respect of an Individual Limited Partner, that such Partner (i) has committed an act of fraud, dishonesty, misrepresentation or breach of trust; (ii) has been convicted of a felony or any offense involving moral turpitude; (iii) has been found by any regulatory body or self-regulatory organization having jurisdiction over the Och-Ziff Group to have, or has entered into a consent decree determining that such Partner, violated any applicable regulatory requirement or a rule of a self regulatory organization; (iv) has committed an act constituting gross negligence or willful misconduct; (v) has violated in any material respect any agreement relating to the Och-Ziff Group; (vi) has become subject to any proceeding seeking to adjudicate such Partner bankrupt or insolvent, or seeking liquidation, reorganization, arrangement, adjustment, protection, relief or composition of the debts of such Partner under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for such Partner or for any substantial part of the property of such Partner, or such Partner has taken any action authorizing such proceeding; or (vii) has breached any of the non-competition, non-solicitation or non-disparagement covenants in Section 2.13 or, if applicable, any of those provided in such Partner's Partner Agreement, the breach of any of which shall be deemed to be a material breach of this Agreement.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership executed and filed in the office of the Secretary of State of the State of Delaware on June 25, 2007 (and any and all amendments thereto and restatements thereof) on behalf of the Partnership pursuant to the Act.

"Certificate of Ownership" has the meaning set forth in Section 3.1.

"Class A Common Units" has the meaning set forth in Section 3.1.

"Class A Share" means a common share representing a limited liability company interest in Och-Ziff designated as a "Class A Share."

"Class B Common Units" has the meaning set forth in Section 3.1.

"Class B Share" means a common share representing a limited liability company interest in Och-Ziff designated as a "Class B Share."

"Class B Shareholder Committee" means the Class B Shareholder Committee established pursuant to the Class B Shareholders Agreement.

"Class B Shareholders Agreement" means the Class B Shareholders Agreement to be entered into by and among Och-Ziff and the holders of Class B Shares on or prior to the Closing Date in connection with the IPO, as amended, modified, supplemented or restated from time to time.

"Class C Approval" means, in respect of the determinations to be made in Sections 6.1(a) and 7.1(b)(iii), a prior determination made in writing at the sole and absolute discretion: (i) of the Chairman of the Partner Management Committee (or, with respect to distributions to such Chairman or in the event there is no such Chairman, the full Partner Management Committee acting by majority vote); or (ii) of the General Partner in the event that the Class B Shareholders collectively Beneficially Own Voting Securities (as each such term is defined in the Class B Shareholders Agreement) representing less than 40% of the Total Voting Power of Och-Ziff; provided, however, in the case of each of the foregoing clauses (i) and (ii), that any such determination with respect to distributions to a Partner who is also the Chief Executive Officer or other executive officer of Och-Ziff in respect of such Partner's Class C Non-Equity Interests shall be made by the compensation committee of Och-Ziff in its sole and absolute discretion after consultation with the Partner Management Committee.

"Class C Non-Equity Interests" means a fractional non-equity share of the Interests in the Partnership that may be issued to a Limited Partner as consideration for the provision of services to the Partnership solely for the purpose of making future allocations of Net Income to such Limited Partner. Class C Non-Equity Interests shall not constitute Common Units or other Units of the Partnership.

"Class D Common Units" has the meaning set forth in Section 3.1(f).

"Class D Limited Partner" has the meaning set forth in Section 3.1(f).

"Closing Date" means the first date on which Class A Shares are delivered by Och-Ziff to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"Common Units" means Class A Common Units, Class B Common Units, Class D Common Units and any other class of Units hereafter designated as Common Units by the General Partner, but shall not include the Class C Non-Equity Interests.

"Company Securities" means outstanding Class A Shares and Related Securities, as applicable.

"Competing Business" means any Person, or distinct portion thereof, that engages in: (a) the alternative asset management business (including, without limitation, any hedge or private equity fund management business) or (b) any other business in which the Och-Ziff Group or any member thereof (1) is actively involved, or (2) in the twelve-month period prior to the relevant Individual Limited Partner's Withdrawal or Special Withdrawal, planned, developed, or undertook efforts to become actively involved and, in the case of the foregoing clause (b), in which the relevant Individual Limited Partner actively participated or was materially involved or about which the relevant Individual Limited Partner possesses Confidential Information.

"Confidential Information" means the confidential matters and information described in Section 2.12.

"Continuing Partners" means the group of Partners comprised of each Individual Original Partner (or, where applicable, his estate or legal or personal representative) who has not Withdrawn, been subject to a Special Withdrawal or breached Section 2.13(b).

"Contributed Property" means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Partnership. If the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.2(b)(iii), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"Control" means, in respect of a Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. "Controlled by," "Controls" and "under common Control with" have the correlative meanings.

"Covered Person" means (a) the General Partner, the Withdrawn General Partner and their respective Affiliates and the directors, officers, shareholders, members, partners, employees, representatives and agents of the General Partner, the Withdrawn General Partner and their respective Affiliates and any Person who was at the time of any act or omission described in Section 2.9 or 2.10 such a Person, and (b) any other Person the General Partner designates as a "Covered Person" for the purposes of this Agreement.

"Damages" has the meaning set forth in Section 2.9(a).

"DIC Sahir" means DIC Sahir Limited, a corporation organized under the laws of the Cayman Islands.

"DIC Sahir Transaction" means the sale of Class A Shares to DIC Sahir on or about the date of the IPO, in accordance with the DIC Sahir Transaction Agreement.

"DIC Sahir Transaction Agreement" means the Securities Purchase and Investment Agreement entered into as of October 29, 2007 among Och-Ziff, Dubai International Capital LLC and DIC Sahir, as amended, modified, supplemented or restated from time to time.

"Disability" means that a Person is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, as determined by the General Partner with PMC Approval in its sole and absolute discretion and in accordance with applicable law.

"Disabling Conduct" has the meaning set forth in Section 2.9(a).

"Drag-Along Purchaser" means, in respect of a Drag-Along Sale, the third-party purchaser or purchasers proposing to acquire the Company Securities to be transferred in such Drag-Along Sale.

"Drag-Along Right" has the meaning set forth in Section 8.6(a).

"Drag-Along Sale" means any proposed transfer (other than a pledge, hypothecation, mortgage or encumbrance) pursuant to a bona fide offer from a Drag-Along Purchaser, in one or a series of related transactions, by any OZ Limited Partner or a group of OZ Limited Partners of Company Securities representing in the aggregate at least 50% of all then-outstanding Company Securities (calculated as if all Related Securities had been converted into, exercised or exchanged for, or repaid with, Class A Shares).

"Drag-Along Securities" means, with respect to an OZ Limited Partner, that number of Company Securities equal to the product of (A) the total number of Company Securities to be acquired by the Drag-Along Purchaser pursuant to a Drag-Along Sale and (B) a fraction, the numerator of which is the number of Company Securities then held by such OZ Limited Partner and the denominator of which is the total number of Company Securities then held by all OZ Limited Partners and, if applicable as a result of the application of the "Drag-Along Rights" pursuant to the DIC Sahir Transaction Agreement, DIC Sahir and its Permitted Transferees (as defined in the DIC Sahir Transaction Agreement) (calculated, in the case of both the numerator and denominator, as if all Related Securities held by the relevant OZ Limited Partners had been converted into, exercised or exchanged for, or repaid with, Class A Shares).

"Drag-Along Sellers" means the OZ Limited Partner or group of OZ Limited Partners proposing to dispose of or sell Company Securities in a Drag-Along Sale in accordance with Section 8.6.

"Economic Capital Account Balance" means, with respect to a Partner as of any date, the Partner's Capital Account balance, increased by the Partner's share of any Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain, computed on a hypothetical basis after taking into account all allocations through such date.

"Economic Risk of Loss" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Exchange Agreement" means one or more exchange agreements providing for the exchange of Class A Common Units (or other securities issued by the Operating Group Entities) for Class A Shares and/or cash, and the corresponding cancellation of applicable Class B Shares, if any, as contemplated by the Registration Statement, as such agreements are amended, modified, supplemented or restated from time to time.

"Existing Class D Common Units" means Class D Common Units outstanding on the date hereof.

"Existing Value" means the difference between the fair market value of the Partnership and the aggregate Economic Capital Account Balances of outstanding Pre-Existing Units on the date hereof.

"Expense Allocation Agreement" means any agreement entered into among the Operating Group Entities, Och-Ziff and the Intermediate Holding Companies that provides for allocations of certain expense amounts, as such agreement is amended, modified, supplemented or restated from time to time.

"Expense Amount" means any amount allocated to the Partnership pursuant to an Expense Allocation Agreement.

"Expense Amount Distribution" has the meaning set forth in Section 7.4.

"Final Closing Date" means the Closing Date or, if the Underwriter Option is exercised by the Underwriters after the Closing Date, the final Option Closing Date.

"First Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including March 31 of such Fiscal Year unless and until otherwise determined by the General Partner.

"Fiscal Year" has the meaning set forth in Section 2.6.

"Fourth Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including December 31 of such Fiscal Year unless and until otherwise determined by the General Partner.

"Fund" means the investment partnerships in which the Partnership acts as general partner and in which the Partnership has made investments on behalf of certain of the Original Partners.

"Fund Net Losses" means, with respect to any taxable year, (A) the amount of loss debited to the capital account of the Partnership in any Fund for such taxable year in respect of its capital invested in such Fund and (B) any loss recognized by the Partnership for the taxable year upon a sale by the Partnership of any interest in any Fund.

"Fund Net Profits" means, for any taxable year, (A) the amount of income or gain credited to the capital account of the Partnership in any Fund for such taxable year in respect of its capital invested in such Fund and (B) any gain recognized by the Partnership for the taxable year upon a sale by the Partnership of any interest in any Fund.

"General Partner" means the Initial General Partner and any successor general partner admitted to the Partnership in accordance with this Agreement.

"Hypothetical Capital Account Balance" means, with respect to any Partner as of any date, the sum of (i) such Partner's Capital Account balance as of such date and (ii) if such Partner owns any Class D Common Units as of such date, the excess, if any, of the Priority Allocation with respect to such Class D Common Units (to the extent such Partner has not yet received allocations of Net Income under Section 6.1(c)(i)(B) with respect to such Priority Allocation) over the Appreciation with respect to such Class D Common Units.

"Hypothetical Capital Account Quotient" has the meaning set forth in Section 9.4(d).

"incur" means to issue, assume, guarantee, incur or otherwise become liable for.

"Individual Limited Partner" means each of the OZ Limited Partners that is a natural person.

"Individual Original Partner" means each of the Original Partners that is a natural person.

"Initial General Partner" has the meaning set forth in the Preamble to this Agreement.

"Initial Partnership Agreement" has the meaning set forth in the Preamble to this Agreement.

"Intellectual Property" means any of the following that are conceived of, developed, reduced to practice, created, modified, or improved by a Partner, either solely or with others, in whole or in part, whether or not in the course of, or as a result of, such Partner carrying out his responsibilities to the Partnership, whether at the place of business of the Partnership or any of its Affiliates or otherwise, and whether on the Partner's own time or on the time of the Partnership or any of its Affiliates: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names, Internet domain names, and all other indications of source or origin, including, without limitation, all registrations and applications to register any of the foregoing; (ii) inventions, discoveries (whether or not patentable or reduced to practice), patents, including, without limitation, design patents and utility patents, provisional applications, reissues, reexaminations, divisions, continuations, continuations-in-part, and extensions thereof, in each case including, without limitation, all applications therefore and equivalent foreign applications and patents corresponding, or claiming priority, thereto; (iii) works of authorship, whether copyrightable or not, copyrights, registrations and applications for copyrights, and all renewals, modifications and extensions thereof, moral rights, and design rights, (iv) computer systems and software; and (v) trade secrets, know-how, and other confidential and protectable information.

"Interest" means a Partner's interest in the Partnership, including the right of the holder thereof to any and all benefits to which a Partner may be entitled as provided in this Agreement, together with the obligations of a Partner to comply with all of the terms and provisions of this Agreement.

"Intermediate Holding Companies" means Och-Ziff Holding Corporation, a Delaware corporation, and Och-Ziff Holding LLC, a Delaware limited liability company.

"International Dispute" has the meaning set forth in Section 10.5(a).

"International Partner" means each Individual Limited Partner who either (i) has or had his principal business address outside the United States at the time any International Dispute arises or arose; or (ii) has his principal residence or business address outside of the United States at the time any proceeding with respect to such International Dispute is commenced.

"Investment Capital Account" has the meaning set forth in the Initial Partnership Agreement.

"Investment Company Act" means the Investment Company Act of 1940, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Investment Distributions" means the distributions to certain Original Partners of the full amounts of such Partners' Investment Capital Accounts, which distributions the Partnership determined, prior to the Closing Date, would be distributed to such Original Partners.

"Investment Percentage" has the meaning set forth in the Initial Partnership Agreement.

"Investor" means any client, shareholder, limited partner, member or other beneficial owner of the Och-Ziff Group, other than holders of Class A Shares solely in their capacity as such shareholders thereof.

"IPO" means the initial offering and sale of Class A Shares by Och-Ziff to the public, as described in the Registration Statement.

"Issue Date" has the meaning set forth in Section 6.1(c)(i)(A).

"Limited Partner" means each of the Persons from time to time listed as a limited partner in the books and records of the Partnership.

"Liquidator" has the meaning set forth in Section 9.3.

"LLC Act" has the meaning set forth in the Preamble to this Agreement.

"Minimum Retained Ownership Requirements" has the meaning set forth in Section 8.1(a).

"Net Agreed Value" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner by the Partnership, the fair market value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution, in either case, as determined under Section 752 of the Code.

"Net Income" means, for any taxable year, the excess, if any, of the Partnership's items of income and gain for such taxable year over the Partnership's items of loss and deduction for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 5.2(b) and shall not include Fund Net Profits, Fund Net Losses, or any items specially allocated under Section 6.1(e).

"Net Loss" means, for any taxable year, the excess, if any, of the Partnership's items of loss and deduction for such taxable year over the Partnership's items of income and gain for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.2(b) and shall not include Fund Net Profits, Fund Net Losses, or any items specially allocated under Section 6.1(e).

"Nonrecourse Deductions" means any and all items of loss, deduction, or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"Nonrecourse Liability" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"Notice" has the meaning set forth in Section 8.6(a).

"Och-Ziff" means Och-Ziff Capital Management Group LLC, a Delaware limited liability company.

"Och-Ziff Group" means Och-Ziff and its Subsidiaries (including the Operating Group Entities), their respective Affiliates, and any investment funds and accounts managed by any of the foregoing.

"Och-Ziff LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Och-Ziff, dated November 13, 2007, as amended, modified, supplemented or restated from time to time.

"Operating Group Entity" means any Person that is directly Controlled by any of the Intermediate Holding Companies.

"Option Closing Date" means the date or dates on which any Class A Shares are sold by Och-Ziff to the Underwriters upon exercise of the Underwriter Option.

"Original Common Units" means the Common Units held by the Original Partners and the Ziff Partner upon the Final Closing Date or, if an Original Partner was admitted after the Final Closing Date, the Common Units held by such Original Partner upon the date of his admission.

"Original Company" has the meaning set forth in the Preamble to this Agreement.

"Original Partners" means, collectively, (i) Daniel S. Och, David Windreich, Joel Frank, Arnaud Achache, Massimo Bertoli, James-Keith (JK) Brown, Michael Cohen, Anthony Fobel, Kaushik Ghosh, Harold Kelly, Richard Lyon, Dan Manor, James O'Connor, Joshua Ross, Raaj Shah, Boaz Sidikaro, David Stonehill, Zoltan Varga and each other Individual Limited Partner designated as an Original Partner in a Partner Agreement and (ii) the Original Related Trusts; and each, individually, is an "Original Partner."

"Original Related Trust" means any Related Trust of an Individual Original Partner that was a Limited Partner on the Final Closing Date.

"OZ Limited Partner" means each of the Limited Partners other than the Ziff Partner and its transferees.

"Partner" means any Person that is admitted as a general partner or limited partner of the Partnership pursuant to the provisions of this Agreement and named as a general partner or limited partner of the Partnership in the books of the Partnership and includes any Person admitted as an Additional Limited Partner pursuant to the provisions of this Agreement, in each case, in such Person's capacity as a partner of the Partnership.

"Partner Agreement" means, with respect to one or more Partners, any separate written agreement entered into between such Partner(s) and the Partnership or one of its Affiliates regarding the rights and obligations of such Partner(s) with respect to the Partnership or such Affiliate, as amended, modified, supplemented or restated from time to time.

"Partner Management Committee" has the meaning set forth in Section 4.2(a).

"Partner Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"Partner Nonrecourse Deductions" means any and all items of loss, deduction or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"Partner Performance Committee" has the meaning set forth in Section 4.3(a).

"Partnership" has the meaning set forth in the Preamble to this Agreement.

"Partnership Minimum Gain" means that amount determined in accordance with the principles of Treasury Regulation Section 1.704-2(d).

"Percentage Interest" means, with respect to any Partner as of any date of determination, (a) as to any Common Units, the product obtained by multiplying (i) 100% less the aggregate percentage applicable to all Units referred to in clause (b) by (ii) the quotient obtained by dividing (x) the number of such Units held by such Partner by (y) the total number of all outstanding Common Units, and (b) as to any other Units, the percentage established for such Units by the General Partner as a part of such issuance, which percentage could be zero. References in this definition to the Common Units of a Partner shall refer to all of the Common Units of such Partner, whether or not such Common Units have vested pursuant to Section 8.4.

"Permitted Transferee" means, with respect to each Limited Partner and his Permitted Transferees, (a) a Charitable Institution (as defined below) Controlled by such Partner, (b) a trust (whether *inter vivos* or testamentary) or other estate planning vehicle, all of the current beneficiaries and presumptive remaindermen (as defined below) of which are lineal descendents (as defined below) of such Partner and his spouse, (c) a corporation, limited liability company or partnership, of which all of the outstanding shares of capital stock or interests therein are owned by no one other than such Partner, his spouse and his lineal descendents and (d) a legal or personal representative of such Partner in the event of his Disability. For purposes of this definition: (i) "lineal descendants" shall not include natural persons adopted after attaining the age of eighteen (18) years and such adopted Person's descendants; (ii) "Charitable Institution" shall refer to an organization described in section 501(c)(3) of the Code (or any corresponding provision of a future United State Internal Revenue law) which is exempt from income taxation under section 501(a) thereof; and (iii) "presumptive remaindermen" shall refer to those Persons entitled to a share of a trust's assets if it were then to terminate.

"Person" means a natural person or a corporation, limited liability company, firm, partnership, joint venture, trust, estate, unincorporated organization, association (including any group, organization, co-tenancy, plan, board, council or committee), governmental entity or other entity (or series thereof).

"PMC Approval" means the prior written approval of (a) the Chairman of the Partner Management Committee or (b) if there is no such Chairman, by majority vote of the Partner Management Committee; provided, however, that "PMC Approval" shall mean the prior written approval by majority vote of the Partner Management Committee in the case of Transfers (and waivers of the requirements thereof), vesting requirements, the Minimum Retained Ownership Requirements, and the determination described in the definition of "Reallocation Date," each by or with respect to the Chairman of the Partner Management Committee.

"Potential Tag-Along Seller" means each Limited Partner not constituting a Tag-Along Seller.

"Pre-Existing Units" has the meaning set forth in Section 6.1(c)(i)(A).

"Presumed Tax Liability" means, with respect to the Capital Account of any Partner for any Quarterly Period ending after the date hereof, an amount equal to the product of

(x) the amount of taxable income that, in the good faith judgment of the General Partner, would have been allocated to such Partner in respect of such Partner's Units if allocations pursuant to the provisions of Article VI hereof were made in respect of such Quarterly Period and (y) the Presumed Tax Rate as of the end of such Quarterly Period.

"Presumed Tax Rate" means the effective combined federal, state and local income tax rate applicable to either a natural person or corporation, whichever is higher, residing in New York, New York, taxable at the highest marginal federal income tax rate and the highest marginal New York State and New York City income tax rates (taking into account the character of the income) and after giving effect to the federal income tax deduction for such state and local income taxes and taking into account the effects of Sections 67 and 68 of the Code (or successor provisions thereto).

"Prior Distributions" means distributions made to the Partners pursuant to Section 7.1 or 7.3.

"Prior Partnership Agreement" has the meaning set forth in the Preamble to this Agreement.

"Priority Allocation" means, with respect to each Class D Common Unit, allocations of Net Income described in Section 6.1(c)(i)(B) in an aggregate amount such that, immediately after taking such allocations into account, the Economic Capital Account Balance attributable to ownership of such Class D Common Unit shall be in proportion to the relative Economic Capital Account Balances of all Partners (in each case based on relative Percentage Interests of all Partners attributable to Common Units other than any series or classes of Common Units subordinate to such Class D Common Unit).

"Quarterly Period" means any of the First Quarterly Period, the Second Quarterly Period, the Third Quarterly Period and the Fourth Quarterly Period; provided, however, that if there is a change in the periods applicable to payments of estimated federal income taxes by natural persons, then the Quarterly Period determinations hereunder shall change correspondingly such that the Partnership is required to make periodic Tax Distributions under Section 7.3 at the times and in the amounts sufficient to enable a Partner to satisfy such payments in full with respect to amounts allocated pursuant to the provisions of Article VI (other than Section 6.2(d)), treating the Partner's Presumed Tax Liability with respect to the relevant Quarterly Period (as such Quarterly Period is changed as provided above) as the amount of the Partner's actual liability for the payment of estimated federal income taxes with respect to such Quarterly Period (as so changed).

"Reallocation Date" means, as to the Common Units (including all distributions received thereon after the relevant date of Withdrawal) to be reallocated to the Continuing Partners pursuant to Section 2.13(g), Section 8.3(a) or Section 8.7 or any Partner Agreement, the date which is the earlier of (a) the date that is six months after the date of the applicable breach of Section 2.13(b) or Withdrawal, as the case may be, and (b) the date on or after such date of breach or Withdrawal that is six months after the date of the latest publicly reported disposition of equity securities of Och-Ziff by any such Continuing Partner which disposition is not exempt from the application of the provisions of Section 16(b) of the Exchange Act, unless otherwise determined with PMC Approval.

"Registration Rights Agreement" means one or more Registration Rights Agreements providing for the registration of Class A Shares to be entered into among Och-Ziff and certain holders of Units on or prior to the Closing Date, as amended, modified, supplemented or restated from time to time.

"Registration Statement" means the Registration Statement on Form S-1 (Registration No. 333-144256) as it has been or as it may be amended or supplemented from time to time, filed by Och-Ziff with the United States Securities and Exchange Commission under the Securities Act to register the offering and sale of the Class A Shares in the IPO.

"Related Security" means any security convertible into, exercisable or exchangeable for or repayable with Class A Shares including, without limitation, any Class A Common Units or Class D Common Units that may be exchangeable for Class A Shares pursuant to the Exchange Agreement.

"Related Trust" means, in respect of any Individual Limited Partner, any other Limited Partner that is an estate, family limited liability company, family limited partnership of such Individual Limited Partner, a trust the grantor of which is such Individual Limited Partner, or any other estate planning vehicle or family member relating to such Individual Limited Partner.

"Related Trust Supplementary Agreement" means, in respect of any Original Related Trust, the Supplementary Agreement to which such Original Related Trust is a party.

"Required Allocations" means (a) any limitation imposed on any allocation of Net Loss under Section 6.1(b) and (b) any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(e)(i) - (viii).

"Residual Gain" or "Residual Loss" means any item of gain or loss, as the case may be, of the Partnership recognized for federal income tax purposes resulting from a sale, exchange or other disposition of a Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 6.2(b)(i)(A) or 6.2(b)(ii), respectively, to eliminate Book-Tax Disparities.

"Restricted Period" means, with respect to any Partner, the period commencing on the later of the date of the Prior Partnership Agreement and the date of such Partner's admission to the Partnership, and concluding on the last day of the 24-month period immediately following the date of Special Withdrawal or Withdrawal of such Partner.

"Rules" has the meaning set forth in Section 10.5(a).

"Sale" means an actual or hypothetical sale of all or substantially all of the assets of the Partnership (including a revaluation of assets under Section 5.2(b)(iii)).

"Second Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including May 31 of such Fiscal Year, unless and until otherwise determined by the General Partner.

"Securities Act" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Special Withdrawal" (a) in respect of an Individual Limited Partner, has the meaning set forth in Section 8.3(b), and (b) in respect of any Related Trust, means the Special Withdrawal of such Related Trust in accordance with Section 8.3(b).

"Subsequent Related Trust" means, in respect of an Original Related Trust of an Individual Original Partner, the Related Trust of such Individual Original Partner to which the Interest of such Original Related Trust shall be Transferred in accordance with its Related Trust Supplementary Agreement.

"Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such Person owns, directly or indirectly, or otherwise Controls more than 50% of the voting shares or other similar interests or a general partner interest or managing member or similar interest of such Person.

"Substitute Limited Partner" means each Person who acquires an Interest of any Limited Partner in connection with a Transfer by a Limited Partner whose admission as a Limited Partner is approved by the General Partner.

"Supplementary Agreement" means, with respect to one or more Limited Partners, any supplementary agreement entered into prior to the date of the Prior Partnership Agreement between the Partnership and such Limited Partners regarding their rights and obligations with respect to the Partnership, as the same may be amended, supplemented, modified or replaced from time to time.

"Tag-Along Offer" has the meaning set forth in Section 8.5(b).

"Tag-Along Purchaser" means, in respect of a Tag-Along Sale, the Person or group of Persons proposing to acquire the Class A Shares and/or Class A Common Units to be transferred in such Tag-Along Sale.

"Tag-Along Sale" means any transfer (other than a pledge, hypothecation, mortgage or encumbrance), in one or a series of related transactions, by any OZ Limited Partner or group of OZ Limited Partners to a single Person or group of Persons (other than Related Trusts or Permitted Transferees of such OZ Limited Partners) pursuant to any transaction exempt from registration under the Securities Act and any similar applicable state securities laws of Class A Shares and/or Class A Common Units representing in the aggregate at least 5% of the Class A Shares (calculated as if all Class A Common Units held by each Limited Partner had been exchanged for Class A Shares) then held by all of the Limited Partners, but only in the event that (i) such Person or group of Persons to which such transfer is made is a strategic buyer, or (ii) the OZ Limited Partners participating in such transfer include Daniel S. Och or any of his Related Trusts. For the avoidance of doubt, sales of Class A Shares pursuant to the provisions of Rule 144 shall not constitute a Tag-Along Sale or any part thereof.

"Tag-Along Securities" means, with respect to a Potential Tag-Along Seller, such number of Class A Shares and/or vested and unvested Class A Common Units, as applicable, equal to the product of (i) the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) to be acquired by the Tag-Along Purchaser in a Tag-Along Sale and (ii) a fraction, the numerator of which is the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) then held by such Potential Tag-Along Seller and the denominator of which is the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) then held by all Limited Partners. If any other Potential Tag-Along Sellers do not accept the Tag-Along Offer, the foregoing shall also include each accepting Potential Tag-Along Seller's pro rata share of the non-accepting Potential Tag-Along Sellers' Class A Shares and/or vested and unvested Class A Common Units, determined as set forth in the preceding sentence.

"Tag-Along Seller" has the meaning set forth in Section 8.5(b).

"Tax Distributions" has the meaning set forth in Section 7.3.

"Tax Matters Partner" means the Person designated as such in Section 4.6(c).

"Tax Receivable Agreement" means the Tax Receivable Agreement entered into in connection with the IPO, by and among Och-Ziff, the Intermediate Holding Companies, the Och-Ziff Operating Group Entities and each partner of any Och-Ziff Operating Group Entity, as the same may be amended, supplemented, modified or replaced from time to time.

"Third Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including August 31 of such Fiscal Year, unless and until otherwise determined by the General Partner.

"Total Voting Power" has the meaning ascribed to such term in the Class B Shareholders Agreement.

"Transfer" means, with respect to any Interest, any sale, exchange, assignment, pledge, hypothecation, bequeath, creation of an encumbrance, or any other transfer or disposition of any kind, whether voluntary or involuntary, of such Interest. "Transferred" shall have a correlative meaning.

"Transfer Agent" means, with respect to any class of Units or the Class C Non-Equity Interests, such bank, trust company or other Person (including the Partnership or one of its Affiliates) as shall be appointed from time to time by the Partnership to act as registrar and transfer agent for such class of Units or the Class C Non-Equity Interests; provided, however, that if no Transfer Agent is specifically designated for such class of Units or the Class C Non-Equity Interests, the Partnership shall act in such capacity.

"Treasury Regulations" means the regulations, including temporary regulations, promulgated under the Code, as amended from time to time, or any federal income tax regulations promulgated after the date of this Agreement. A reference to a specific Treasury Regulation refers not only to such specific Treasury Regulation but also to any corresponding provision of any federal tax regulation enacted after the date of this Agreement, as such specific Treasury Regulation or corresponding provision is in effect and applicable on the date of application of the provisions of this Agreement containing such reference.

"Underwriter" means each Person named as an underwriter in the Underwriting Agreement who is obligated to purchase Class A Shares pursuant thereto.

"Underwriter Option" means the option to purchase additional Class A Shares granted to the Underwriters by Och-Ziff pursuant to the Underwriting Agreement.

"Underwriting Agreement" means the Underwriting Agreement to be entered into by Och-Ziff and the Underwriters providing for the sale of Class A Shares in the IPO, as amended, modified, supplemented or restated from time to time.

"Units" means a fractional share of the Interests in the Partnership that entitles the holder thereof to such benefits as are specified in this Agreement or any Unit Designation and shall include the Common Units but not the Class C Non-Equity Interests.

"Unit Designation" has the meaning set forth in Section 3.2(b).

"Withdrawal" (a) in respect of an Individual Limited Partner, has the meaning set forth in Section 8.3(a), and (b) in respect of any Related Trust, means the Withdrawal of such Related Trust in accordance with Section 8.3(a). "Withdrawn" has the correlative meaning.

"Withdrawn General Partner" has the meaning set forth in Section 4.1(a).

"Ziff Partner" means Ziff Investors Partnership, L.P. II.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Organization. The Original Company was originally organized as a Delaware limited liability company under the LLC Act. The Original Company was converted to a Delaware limited partnership pursuant to the Act on June 25, 2007.

Section 2.2 Partnership Name. The name of the Partnership is "OZ Advisors LP." The name of the Partnership may be changed from time to time by the General Partner.

Section 2.3 Registered Office, Registered Agent. The Partnership shall maintain a registered office in the State of Delaware at, and the name and address of the Partnership's registered agent in the State of Delaware is, National Corporate Research, Ltd., 615 South DuPont Highway, Dover, Delaware 19901. Such office and such agent may be changed from time to time by the General Partner.

Section 2.4 Certificates. Any Person authorized by the General Partner shall execute, deliver and file any amendment to or restatements of the Certificate of Limited Partnership and any other certificates (and any amendments and/or restatements thereof) necessary for the Partnership to qualify to do business in a jurisdiction in which the Partnership may wish to conduct business.

Section 2.5 Nature of Business; Permitted Powers. The purposes of the Partnership shall be to engage in any lawful act or activity for which limited partnerships may be formed under the Act.

Section 2.6 Fiscal Year. Unless and until otherwise determined by the General Partner in its sole and absolute discretion, the fiscal year of the Partnership for federal income tax purposes shall, except as otherwise required in accordance with the Code, end on December 31 of each year (each, a "Fiscal Year").

Section 2.7 Perpetual Existence. The Partnership shall have a perpetual existence unless dissolved in accordance with the provisions of Article IX of this Agreement.

Section 2.8 Limitation on Partner Liability. Except as otherwise expressly required by law, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and no Partner shall be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being a Partner. No Partner shall have any obligation to restore any negative or deficit balance in its Capital Account, including any negative or deficit balance in its Capital Account upon liquidation and dissolution of the Partnership. For federal income tax purposes, the rules of Treasury Regulation Section 1.752-3 shall apply to determine a Partner's share of any debt or obligation the terms of which provide that, in respect of the Partnership, the creditor has recourse only to the Partnership and its assets and not to any Partner.

Section 2.9 Indemnification.

(a) To the fullest extent permitted by applicable law, each Covered Person shall be indemnified and held harmless by the Partnership for and from any liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, judgments, fines, amounts paid in settlement, losses, fees, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses and interest on any of the foregoing (collectively, "Damages") sustained or incurred by such Covered Person by reason of any act performed or omitted by such Covered Person or by any other Covered Person in connection with the affairs of the Partnership or the General Partner unless such act or omission constitutes fraud, gross negligence or willful misconduct (the "Disabling Conduct"); provided, however, that any indemnity under this Section 2.9 shall be provided out of and to the extent of Partnership assets only, and no Limited Partner or any Affiliate of any Limited Partner shall have any personal liability on account thereof. The right of indemnification pursuant to this Section 2.9

shall include the right of a Covered Person to have paid on his behalf, or be reimbursed by the Partnership for, the reasonable expenses incurred by such Covered Person with respect to any Damages, in each case in advance of a final disposition of any action, suit or proceeding, including expenses incurred in collecting such amounts from the Partnership; provided, however, that such Covered Person shall have given a written undertaking to reimburse the Partnership in the event it is subsequently determined that he is not entitled to such indemnification.

(b) The right of any Covered Person to the indemnification provided herein (i) shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity, (ii) in the case of Covered Persons that are Partners, shall continue as to such Covered Person after any Withdrawal or Special Withdrawal of such Partner and after he has ceased to be a Partner, and (iii) shall extend to such Covered Person's successors, assigns and legal representatives.

(c) The termination of any action, suit or proceeding relating to or involving a Covered Person by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Covered Person committed an act or omission that constitutes Disabling Conduct.

(d) For purposes of this Agreement, no action or failure to act on the part of any Covered Person in connection with the management or conduct of the business and affairs of such Covered Person and other activities of such Covered Person which involve a conflict of interest with the Partnership, any other Person in which the Partnership has a direct or indirect interest or any Partner (or any of their respective Affiliates) or in which such Covered Person realizes a profit or has an interest shall constitute, per se, Disabling Conduct.

Section 2.10 Exculpation.

(a) To the fullest extent permitted by applicable law, no Covered Person shall be liable to the Partnership or any Partner or any Affiliate of any Partner for any Damages incurred by reason of any act performed or omitted by such Covered Person unless such act or omission constitutes Disabling Conduct. In addition, no Covered Person shall be liable to the Partnership, any other Person in which the Partnership has a direct or indirect interest or any Partner (or any Affiliate thereof) for any action taken or omitted to be taken by any other Covered Person.

(b) A Covered Person shall be fully protected in relying upon the records of the Partnership and upon such information, opinions, reports or statements presented to the Partnership by any Person (other than such Covered Person) as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Partners might properly be paid.

(c) The right of any Partner that is a Covered Person to the exculpation provided in this Section 2.10 shall continue as to such Covered Person after any Withdrawal or Special Withdrawal of such Partner and after he has ceased to be a Partner.

(d) The General Partner may consult with legal counsel and accountants and any act or omission suffered or taken by the General Partner on behalf of the Partnership in reliance upon and in accordance with the advice of such counsel or accountants will be full justification for any such act or omission, and the General Partner will be fully protected in so acting or omitting to act so long as such counsel or accountants were selected with reasonable care.

Section 2.11 Fiduciary Duty.

(a) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating to the Partnership or to any Limited Partner or any Affiliate of any Limited Partner (or other Person with any equity interest in the Partnership) or other Person bound by (or having rights pursuant to) the terms of this Agreement, a Covered Person acting pursuant to the terms, conditions and limitations of this Agreement shall not be liable to the Partnership or to any Limited Partner or any Affiliate of any Limited Partner (or other Person) for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of a Covered Person otherwise existing at law or equity, are agreed by the Partners (and any other Person bound by or having rights pursuant to this Agreement) to modify to that extent such other duties and liabilities of the Covered Person to the extent permitted by law.

(b) Notwithstanding anything to the contrary in the Agreement or under applicable law, whenever in this Agreement the General Partner is permitted or required to make a decision or take an action or omit to do any of the foregoing acting solely in its capacity as the General Partner, the General Partner shall, except where an express standard is set forth, be entitled to make such decision in its sole and absolute discretion (and the words "in its sole and absolute discretion" should be deemed inserted therefor in each case in association with the words "General Partner," whether or not the words "sole and absolute discretion" are actually included in the specific provisions of this Agreement), and in so acting in its sole and absolute discretion the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership, any of the Partnership's Affiliates, any Limited Partner or any other Person. To the fullest extent permitted by applicable law, if pursuant to this Agreement the General Partner, acting solely in its capacity as the General Partner, is permitted or required to make a decision in its "good faith" or under another express standard, the General Partner shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

Section 2.12 Confidentiality; Intellectual Property.

(a) Confidentiality. Each Partner acknowledges and agrees that the information contained in the books and records of the Partnership is confidential and, except in the course of such Partner performing such duties as are necessary for the Partnership and its

Affiliates, as required by law or legal process or to enforce the terms of this Agreement, at all times such Partner shall keep and retain in the strictest confidence and shall not disclose to any Person any confidential matters of the Partnership or any Person included within the Och-Ziff Group and their respective Affiliates and successors and the other Partners, including, without limitation, the identity of any Investors, confidential information concerning the Partnership, any Person included within the Och-Ziff Group and their respective Affiliates and successors, the General Partner, the other Partners and any fund, account or investment managed by any Person included within the Och-Ziff Group, including marketing, investment, performance data, fund management, credit and financial information, and other business or personal affairs of the Partnership, any Person included within the Och-Ziff Group and their respective Affiliates and successors, the General Partner, the other Partners and any fund, account or investment managed directly or indirectly by any Person included within the Och-Ziff Group learned by the Partner heretofore or hereafter. This Section 2.12(a) shall not apply to (i) any information that has been made publicly available by the Partnership or any of its Affiliates or becomes public knowledge (except as a result of an act of any Partner in violation of this Agreement), (ii) the disclosure of information to the extent necessary for a Partner to prepare and file his tax returns, to respond to any inquiries regarding the same from any taxing authority or to prosecute or defend any action, proceeding or audit by any taxing authority with respect to such returns or (iii) the disclosure of information with the prior written consent of the General Partner. Notwithstanding anything to the contrary herein, each Partner (and each employee, representative or other agent of such Partner) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of (x) the Partnership and (y) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Partners relating to such tax treatment and tax structure.

(b) Intellectual Property. (i) Each Partner acknowledges and agrees that the Intellectual Property shall be the sole and exclusive property of the Partnership and such Partner shall have no right, title, or interest in or to the Intellectual Property.

(ii) All copyrightable material included in the Intellectual Property shall be deemed a "work made for hire" under the applicable copyright law, to the maximum extent permitted under such applicable copyright law, and ownership of all rights therein shall vest in the Partnership. To the extent that a Partner may retain any interest in any Intellectual Property by operation of law or otherwise, such Partner hereby assigns and transfers to the Partnership his or her entire right, title and interest in and to all such Intellectual Property.

(iii) Each Partner hereby covenants and binds himself and his successors, assigns, and legal representatives to cooperate fully and promptly with the Partnership and its designee, successors, and assigns, at the Partnership's reasonable expense, and to do all acts necessary or requested by the Partnership and its designee, successors, and assigns, to secure, maintain, enforce, and defend the Partnership's rights in the Intellectual Property. Each Partner further agrees, and binds himself and his successors, assigns, and legal representatives, to cooperate fully and assist the Partnership in every way possible in the application for, or prosecution of, all rights pertaining to the Intellectual Property.

(c) If a Partner commits a breach, or threatens to commit a breach, of any of the provisions of Section 2.12(a) or Section 2.12(b), the General Partner shall have the right and remedy to have the provisions of such Section specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Partnership, the other Partners, any Person included within the Och-Ziff Group, and the investments, accounts and funds managed by Persons included within the Och-Ziff Group and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 2.13 Non-Competition; Non-Solicitation; Non-Disparagement; Non-Interference; and Remedies.

(a) Each Individual Limited Partner acknowledges and agrees, in connection with such Individual Limited Partner's participation in the Partnership on the terms described in the Prior Partnership Agreement and this amendment and restatement of the terms of the Prior Partnership Agreement or, in the case of an Individual Limited Partner admitted to the Partnership subsequent to the date of the Prior Partnership Agreement, on the terms described herein and in such Individual Limited Partner's Partner Agreement, if any, that: (i) the alternative asset management business (including, without limitation, for purposes of this paragraph, any hedge or private equity fund management business) is intensely competitive, (ii) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, has developed, and will continue to develop and have access to and knowledge of, Confidential Information (including, but not limited to, material non-public information of the Och-Ziff Group and its Investors), (iii) the direct or indirect use of any such information for the benefit of, or disclosure of any such information to, any existing or potential competitors of the Och-Ziff Group would place the Och-Ziff Group at a competitive disadvantage and would do damage to the Och-Ziff Group, (iv) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, has developed relationships with Investors and counterparties through investment by and resources of the Och-Ziff Group, while a Limited Partner of the Partnership, (v) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, may continue to develop relationships with Investors and counterparties, through investment by and resources of the Och-Ziff Group, while a Limited Partner of the Partnership, (vi) such Partner engaging in any of the activities prohibited by this Section 2.13 would constitute improper appropriation and/or use of the Och-Ziff Group's Confidential Information and/or Investor and counterparty relationships, (vii) such Partner's association with the Och-Ziff Group has been critical, and such Partner's association with the Och-Ziff Group is expected to continue to be critical, to the success of the Och-Ziff Group, (viii) the services to be rendered, and relationships developed, for the benefit of and on behalf of the Partnership in his capacity as a Partner, are of a special and unique character, (ix) the Och-Ziff Group conducts the alternative asset management business throughout the world, (x) the non-competition and other restrictive covenants and agreements set forth in this Agreement are fair and reasonable, and (xi) in light of the foregoing and of such Partner's education, skills, abilities and financial resources, such Partner acknowledges and agrees that such Partner will not assert, and it should not be considered, that enforcement of any of the covenants set forth in this Section 2.13 would prevent such Partner from earning a living or otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

(b) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person:

(i) without the prior written consent of the General Partner, (A) engage or otherwise participate in any manner or fashion in any Competing Business, (B) render any services to any Competing Business, or (C) acquire a financial interest in or become actively involved with any Competing Business (other than as a passive investor holding less than 2% of the issued and outstanding stock of public companies); or

(ii) in any manner solicit or induce any of the Och-Ziff Group's current or prospective Investors to (A) terminate (or diminish in any material respect) his investments with the Och-Ziff Group for the purpose of associating or doing business with any Competing Business, or otherwise encourage such Investors to terminate (or diminish in any respect) his investments with the Och-Ziff Group for any other reason or (B) invest in or otherwise participate in or support any Competing Business.

(c) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person:

(i) in any manner solicit or induce any of the Och-Ziff Group's current, former or prospective financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties to terminate (or diminish in any material respect) his relationship with the Och-Ziff Group for the purpose of associating with any Competing Business, or otherwise encourage such financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties to terminate (or diminish in any respect) his relationship with the Och-Ziff Group for any other reason; or

(ii) in any manner interfere with the Och-Ziff Group's business relationship with any Investors, financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties.

(d) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person, in any manner solicit any of the owners, members, partners, directors, officers or employees of any member of the Och-Ziff Group to terminate their relationship or employment with the applicable member of the Och-Ziff Group, or hire any such Person (i) who is employed at the time of such solicitation by any member of the Och-Ziff Group, (ii) who is or was once an owner, member, partner, director, officer or employee of any member of the Och-Ziff Group as of the date of Special Withdrawal or Withdrawal of such Partner, or (iii) whose employment or relationship with any such member of the Och-Ziff Group terminated within the 24-month period prior to the date of Special Withdrawal or Withdrawal of such Partner or thereafter. Additionally, the Partner may not solicit or encourage to cease to work with any member of the Och-Ziff Group any consultant, agent or adviser that the Partner knows or should know is under contract with any member of the Och-Ziff Group.

(e) During the Restricted Period and at all times thereafter, each Individual Limited Partner will not, directly or indirectly, make, or cause to be made, any written or oral statement, observation, or opinion disparaging the business or reputation of the Och-Ziff Group, or any owners, partners, members, directors, officers, or employees of any member of the Och-Ziff Group; provided, however, that nothing contained in this Section 2.13 shall preclude such Partner from providing truthful testimony in response to a valid subpoena, court order, regulatory request, or as may be otherwise required by law, or from participating or cooperating in any action, investigation or proceeding with, or providing truthful information to, any governmental agency, legislative body, self-regulatory organization, or the legal departments of the Och-Ziff Group.

(f) Each Individual Limited Partner acknowledges and agrees that an attempted or threatened breach by such Person of this Section 2.13 would cause irreparable injury to the Partnership and the other members of the Och-Ziff Group not compensable in money damages and the Partnership shall be entitled, in addition to the remedies set forth in Sections 2.13(g) and 2.13(i), to obtain a temporary, preliminary or permanent injunction prohibiting any breaches of this Section 2.13 without being required to prove damages or furnish any bond or other security.

(g) Each Individual Limited Partner agrees that it would be impossible to compute the actual damages resulting from a breach of Section 2.13(b) or, if applicable, any of the non-competition covenants provided in such Partner's Partner Agreement, and that the amounts set forth in this Section 2.13(g) are reasonable and do not operate as a penalty, but are a genuine pre-estimate of the anticipated loss that the Partnership and other members of the Och-Ziff Group would suffer from a breach of Section 2.13(b) or, if applicable, of any of the non-competition covenants provided in such Partner's Partner Agreement. In the event an Individual Limited Partner breaches Section 2.13(b) or, if applicable, any of the non-competition covenants provided in such Partner's Partner Agreement, then:

(i) on or after the date of such breach, any unvested Class A Common Units of such Partner and its Related Trusts, if any, shall cease to vest and thereafter shall be reallocated in accordance with this Section 2.13(g);

(ii) on or after the date of such breach, no allocations shall be made to the respective Capital Accounts of such Partner and its Related Trusts, if any, and no distributions shall be made to such Partners;

(iii) on or after the date of such breach, no Transfer (including any exchange pursuant to the Exchange Agreement) of any of the Class A Common Units of such Partner or its Related Trusts, if any, shall be permitted under any circumstances notwithstanding anything to the contrary in this Agreement;

(iv) on or after the date of such breach, no sale, exchange, assignment, pledge, hypothecation, bequeath, creation of an encumbrance, or any other

transfer or disposition of any kind may be made of any of the Class A Shares acquired by such Partner or its Related Trusts, if any, through an exchange pursuant to the Exchange Agreement;

(v) as of the applicable Reallocation Date, all of the unvested and vested Class A Common Units of such Partner and its Related Trusts, if any, and all allocations and distributions on such Class A Common Units that would otherwise have been received by such Partners on or after the date of such breach shall be reallocated from such Partners to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts;

(vi) each of such Partner and its Related Trusts, if any, agrees that, on the Reallocation Date, it shall immediately:

(A) pay to the Continuing Partners, in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts, a lump-sum cash amount equal to the sum of: (i) the total after-tax proceeds received by such Individual Limited Partner or Related Trust thereof for any Class A Shares acquired at any time pursuant to the Exchange Agreement and that were subsequently transferred during the 24-month period prior to the date of such breach; and (ii) any distributions received by such Individual Limited Partner or Related Trust thereof during such 24-month period on Class A Shares acquired pursuant to the Exchange Agreement;

(B) transfer any Class A Shares that were acquired at any time pursuant to the Exchange Agreement and held by such Individual Limited Partner or Related Trust thereof on and after the date of such breach to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts; and

(C) pay to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts a lump-sum cash amount equal to the sum of: (i) the total after-tax proceeds received by such Individual Limited Partner or Related Trust thereof for any Class A Shares acquired at any time pursuant to the Exchange Agreement and that were subsequently transferred on or after the date of such breach; and (ii) all distributions received by such Individual Limited Partner or Related Trust thereof on or after the date of such breach on Class A Shares acquired pursuant to the Exchange Agreement; and

(vii) such Partner and its Related Trusts agrees that he shall receive no payments, if any, that he would have otherwise received under the Tax Receivable Agreement on or after the date of such breach, and shall have no further rights under the Tax Receivable Agreement, Exchange Agreement or Registration Rights Agreement after such date.

Any reallocated Class A Common Units received by a Continuing Partner pursuant to this Section 2.13(g) shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements, if any, in accordance with Section 8.4 as the transferring Limited Partner had been before his breach of Section 2.13(b) or, if applicable, of the relevant non-competition covenants provided in such Partner's Partner Agreement. Any Continuing Partner receiving reallocated Class A Common Units pursuant to this Section 2.13(g) shall be permitted to exchange fifty percent (50%) of such number of Class A Common Units (and sell any Class A Shares issued in respect thereof), notwithstanding the transfer restrictions set forth in Section 8.1 in the event that the Exchange Committee (as defined in the Exchange Agreement) determines in its sole discretion that the reallocation is taxable; provided, however, that such exchange of Class A Common Units is made in accordance with the Exchange Agreement.

(h) Notwithstanding anything in Section 2.13(g) to the contrary, the General Partner may elect in its sole and absolute discretion to waive the application of any portion, all or none of the provisions of Section 2.13(g) in the case of the breach by any Partner of Section 2.13(b) or, if applicable, of the relevant non-competition covenants provided in such Partner's Partner Agreement.

(i) Without limiting the right of the Partnership to obtain injunctive relief for any attempted or threatened breach of this Section 2.13, in the event a Partner breaches Section 2.13(c), (d) or (e), then at the election of the General Partner in its sole and absolute discretion the Partnership shall be entitled to seek any other available remedies including, but not limited to, an award of money damages.

Section 2.14 Insurance. The Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall deem reasonable, on behalf of Covered Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Partnership and/or its Subsidiaries regardless of whether the Partnership would have the power or obligation to indemnify such Person against such liability under the provisions of this Agreement. The Partnership may enter into indemnity contracts with Covered Persons and such other Persons as the General Partner shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 2.14, and containing such other procedures regarding indemnification as are appropriate and consistent with this Agreement.

Section 2.15 Representations and Warranties. Each Partner hereby represents and warrants to the others and to the Partnership as follows:

(a) Such Partner has all requisite power to execute, deliver and perform this Agreement; the performance of its obligations hereunder will not result in a breach or a violation of, or a default under, any material agreement or instrument by which such Partner or any of such Partner's properties is bound or any statute, rule, regulation, order or other law to which it is subject, nor require the obtaining of any consent, approval, permit or license from or filing with, any governmental authority or other Person by such Person in connection with the execution, delivery and performance by such Partner of this Agreement.

(b) This Agreement constitutes (assuming its due authorization and execution by the other Partners) such Partner's legal, valid and binding obligation.

(c) Each Limited Partner expressly agrees that the Partners may, subject to the restrictions set forth in Sections 2.12, 2.13, 2.16, 2.18 and 2.19 and, if applicable, any Partner Agreement, regarding Confidential Information, Intellectual Property, non-competition, non-solicitation, non-disparagement, non-interference, devotion of time, short selling and hedging transactions, and compliance with relevant policies and procedures, engage independently or with others, for its or their own accounts and for the accounts of others, in other business ventures and activities of every nature and description whether such ventures are competitive with the business of the Partnership or otherwise, including, without limitation, purchasing, selling or holding investments for the account of any other Person or enterprise or for its or his own account, regardless of whether or not any such investments are also purchased, sold or held for the direct or indirect account of the Partnership. Neither the Partnership nor any Limited Partner shall have any rights or obligations by virtue of this Agreement in and to such independent ventures and activities or the income or profits derived therefrom.

(d) Such Partner understands that (i) the Interests have not been registered under the Securities Act and applicable state securities laws and (ii) the Interests may not be sold, transferred, pledged or otherwise disposed of except in accordance with this Agreement and then only if they are subsequently registered in accordance with the provisions of the Securities Act and applicable state securities laws or registration under the Securities Act or any applicable state securities laws is not required.

(e) Such Partner understands that the Partnership is not obligated to register the Interests for resale under any applicable federal or state securities laws and that the Partnership is not obligated to supply such Partner with information or assistance in complying with any exemption under any applicable federal or state securities laws.

Section 2.16 Devotion of Time. Each Individual Limited Partner agrees to devote substantially all of his business time, skill, energies and attention to his responsibilities to the Och-Ziff Group in a diligent manner at all times prior to his Special Withdrawal or Withdrawal.

Section 2.17 Partnership Property; Partnership Interest. No real or other property of the Partnership shall be deemed to be owned by any Partner individually, but shall be owned by and title shall be vested solely in the Partnership. The Interests of the Partners shall constitute personal property.

Section 2.18 Short Selling and Hedging Transactions. While each Partner (including the Ziff Partner) is a Limited Partner of the Partnership (irrespective of whether or not a Special Withdrawal or Withdrawal has occurred in respect of such Partner) and at all times thereafter (other than with respect to the Ziff Partner), such Partner and its Affiliates shall not, without PMC Approval, directly or indirectly, (a) effect any short sale (as such term is defined in

Regulation SHO under the Exchange Act) of Class A Shares or any short sale of any Related Security, or (b) enter into any swap or other transaction, other than a sale (which is not a short sale) of Class A Shares or any Related Security to the extent permitted by this Agreement, that transfers to another, in whole or in part, any of the economic risks, benefits or consequences of ownership of Class A Shares or any Related Security. The foregoing clause (b) is expressly agreed to preclude each Partner and its Affiliates, while such Partner (including the Ziff Partner) is a Limited Partner of the Partnership (irrespective of whether or not a Special Withdrawal or Withdrawal has occurred in respect of such Partner) and at all times thereafter (other than with respect to the Ziff Partner), from engaging in any hedging or other transaction (other than a sale, which is not a short sale, of Class A Shares or any Related Security to the extent permitted by this Agreement) which is designed to or which reasonably could be expected to lead to or result in a transfer of the economic risks, benefits or consequences of ownership of Class A Shares or any Related Security, or a disposition of Class A Shares or any Related Security, even if such transfer or disposition would be made by someone other than such Partner or Affiliate thereof or any Person contracting directly with such Partner or Affiliate.

Section 2.19 Compliance with Policies. Each Individual Limited Partner hereby agrees that he shall comply with all policies and procedures adopted by any member of the Och-Ziff Group or which Limited Partners are required to observe by law, or by any recognized stock exchange, or other regulatory body or authority.

ARTICLE III

INTERESTS AND ADMISSION OF PARTNERS

Section 3.1 Units and other Interests.

(a) General. The Partners, as of the date of the Prior Partnership Agreement, agreed among themselves that: (i) beginning on the date of the Prior Partnership Agreement, Interests in the Partnership shall be designated as "Class A Common Units" ("Class A Common Units"), "Class B Common Units" ("Class B Common Units") and Class C Non-Equity Interests; (ii) except as expressly provided herein, a Class A Common Unit and a Class B Common Unit shall entitle the holder thereof to equal rights under this Agreement; (iii) holders of Class B Common Units may include the Initial General Partner in its capacity as a Limited Partner, which is the holder of all Class B Common Units as of the date hereof; (iv) from and after the date of the Prior Partnership Agreement, the rights and obligations in respect of the Interests of each applicable Original Partner and the Ziff Partner, as originally described in the Initial Partnership Agreement and such Partners' respective Supplementary Agreements, shall be set forth exclusively within this Agreement, as amended and restated herein; and (v) the respective Interests of each applicable Original Partner and the Ziff Partner in the Class A Common Units and the Initial General Partner in its capacity as a Limited Partner in the Class B Common Units shall be as recorded in the books of the Partnership as being owned by such Partner pursuant to this Section 3.1.

(b) Certificated and Uncertificated Units. From time to time, the General Partner may establish other classes or series of Units pursuant to Section 3.2. Units may

(but need not, in the sole and absolute discretion of the General Partner) be evidenced by a certificate (a "Certificate of Ownership") in such form as the General Partner may approve in writing in its sole and absolute discretion. The Certificate of Ownership may contain such legends as may be required by law or as may be appropriate to evidence, if approved by the General Partner pursuant to Section 8.1, the pledge of a Partner's Units. Each Certificate of Ownership shall be signed by or on behalf of the General Partner by either manual or facsimile signature. The Certificates of Ownership of the Partnership shall be numbered and registered in the register or transfer books of the Partnership as they are issued. The Partnership or other Transfer Agent shall act as registrar and transfer agent for the purposes of registering the ownership and Transfer of Units. If a Certificate of Ownership is defaced, lost or destroyed it may be replaced on such terms, if any, as to evidence and indemnity as the General Partner determines in its sole and absolute discretion. Notwithstanding the foregoing, Class A Common Units, Class B Common Units and Class D Common Units shall not be evidenced by Certificates of Ownership and a Partner's interest in any such Common Units shall be reflected through appropriate entries in the books and records of the Partnership.

(c) Record Holder. Except to the extent that the Partnership shall have received written notice of a Transfer of Units and such Transfer complies with the applicable requirements of Section 8.1, the Partnership shall be entitled to treat (i) in the case of Units evidenced by Certificates of Ownership, the Person in whose name any Certificates of Ownership stand on the books of the Partnership and (ii) in the case of Units not evidenced by Certificates of Ownership and Class C Non-Equity Interests, the Person listed in the books of the Partnership as the holder of such Units or Class C Non-Equity Interests, as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Units or Class C Non-Equity Interests on the part of any other Person. The name and business address of each Partner shall be set forth in the books of the Partnership.

(d) Common Unit and Class C Non-Equity Interest Voting Rights. Holders of Common Units (other than Class B Common Units) shall have no voting, consent or approval rights with respect to any matter submitted to holders of Units for their consent or approval, except as set forth in Section 10.2. Holders of Class C Non-Equity Interests shall have no voting, consent or approval rights with respect to any matter.

(e) Automatic Conversion of Class A Common Units. If, as a result of an exchange pursuant to the Exchange Agreement, Och-Ziff or any of its Subsidiaries (excluding any Operating Group Entity and any Subsidiary of an Operating Group Entity) acquires (in any manner) any Class A Common Units, each such Class A Common Unit will automatically convert into one Class B Common Unit, unless otherwise determined or cancelled.

(f) Class D Common Units. Interests in the Partnership shall include classes of Units designated as "Class D Common Units" ("Class D Common Units"). Class D Common Units may be issued in one or more series of such class. Class D Common Units of the first such series shall be designated as "Class D-1 Common Units," with each subsequent series of Class D Common Units to be designated with a consecutive number or as otherwise recorded in the books of the Partnership and the applicable Partner Agreement. The respective Interests in the Class D Common Units of each Individual Limited Partner and his Related Trusts, if any, holding such Class D Common Units (each, a "Class D Limited Partner") shall be as recorded in

the books of the Partnership as being owned by such Partners pursuant to this Section 3.1. Except as otherwise set forth in this Agreement or the applicable Partner Agreement, if any, of any Class D Limited Partner, each series of Class D Common Units shall have the same rights, powers and duties, and the rights, powers and duties applicable to Class D Common Units shall be as set forth below and elsewhere in this Agreement:

(i) For purposes of Section 10.2(a), the Class D Common Units shall be treated as Class A Common Units.

(ii) No Class D Limited Partner shall be permitted to exchange any Class D Common Unit pursuant to the Exchange Agreement except to the extent that the General Partner determines that there has been sufficient Appreciation to result in such Class D Common Unit being economically equivalent to one Class A Common Unit consistent with the principles of Treasury Regulation section 1.704-1(b)(2)(iv)(f) and Section 6.1(c) (including with respect to the order of priority set forth therein). Such determination shall be made in writing (A) prior to any sale (including, but not limited to, by merger or otherwise) of Class A Common Units, (B) prior to any exchange of Class A Common Units pursuant to the Exchange Agreement and (C) at any other time as determined by the General Partner in its sole discretion; provided that, in the case of the foregoing clauses (A) and (B), sales or exchanges solely by the Ziff Partner (and no other Limited Partners) shall not be taken into account. To the extent that the General Partner determines that all Class D Common Units of a Class D Limited Partner, in aggregate, are not fully economically equivalent to Class A Common Units in connection with any determination described in clauses (A), (B) or (C) of the foregoing sentence, the General Partner shall make such determination with respect to as many of such Class D Limited Partner's Class D Common Units as possible and shall continue to make such determinations at the time of each subsequent occurrence of any of the events described in clauses (A), (B) or (C) above. The Partners agree that, if the General Partner determines, in accordance with this Section 3.1(f)(ii), that any Class D Common Unit of a Class D Limited Partner has become economically equivalent to one Class A Common Unit, then such Class D Common Unit will automatically convert into a Class A Common Unit and such Class D Limited Partner shall be a Potential Tag-Along Seller for purposes of Sections 8.5(a) and 8.5(b) with respect to any proposed sale or exchange related to any such determination. The Partners further agree that any Class D Common Units and any Class A Common Units into which such Class D Common Units have converted shall be Company Securities for purposes of any Drag-Along Sale for purposes of Sections 8.6(a), 8.6(b) and 8.6(c) with respect to any proposed sale or exchange related to any such determination.

(iii) Notwithstanding the provisions of Section 3.1(f)(ii) and the final sentence of Section 8.5(b), in circumstances wherein the General Partner shall permit other Limited Partners to participate in (i) a sale of Class A Common Units, or (ii) an exchange of Class A Common Units pursuant to the Exchange Agreement, the General Partner shall allow each Class D Limited Partner and his Related Trusts, if any, to make such Capital Contributions to the Partnership as would enable the relevant number of Class D Common Units of such Class D Limited Partner and his Related Trusts, if any, to become economically equivalent to Class A Common Units, in which case each such

Class D Common Unit will automatically convert into a Class A Common Unit and such Class D Limited Partner and his Related Trusts, if any, will then be permitted to participate in such sale or exchange.

(iv) If any Class D Limited Partner does not participate in any sale or exchange of Common Units by the other Limited Partners occurring within two years after the applicable Issue Date of such Class D Limited Partner's Class D Common Units and in which such Class D Limited Partner would have been entitled to participate in accordance with Sections 3.1(f)(ii) or 3.1(f)(iii), then, following the end of such two-year period, such Class D Limited Partner shall, subject to the satisfaction of the conditions set forth in Sections 3.1(f)(ii) or 3.1(f)(iii), be entitled to exchange the number of vested Common Units equal to such Class D Limited Partner's pro rata share of the total number of vested Common Units that all Individual Limited Partners and their Related Trusts were entitled to Transfer in such sale or exchange, provided that if such sale or exchange of Common Units by the other Limited Partners occurred in connection with a Tag-Along Sale, all unvested Common Units shall be treated as vested Common Units for purposes of this Section 3.1(f)(iv).

(v) Each Class D Limited Partner that is an Individual Limited Partner shall be issued one Class B Share in respect of any additional complete Partnership Unit owned by him and his Related Trusts, if any, with each such Class B Share to be issued to such Class D Limited Partner on the same date as the conversion of the relevant partnership unit(s) in the relevant Operating Group Entity(ies) that gives rise to such Class D Limited Partner's entitlement to such Class B Share. Simultaneously with the first such issuance to such Class D Limited Partner of Class B Shares, such Class B Limited Partner shall be joined to the Class B Shareholders Agreement. For the purposes of this Section 3.1(f)(v), a "Partnership Unit" shall mean the ownership of one Class A Common Unit in each of the three Operating Group Entities.

(g) Adjustments to Class D Common Units. The General Partner shall maintain a one-to-one correspondence between each Class D Common Unit and each Class A Common Unit into which each such Class D Common Unit may convert, and may make equitable adjustments to the Class D Common Units to take into account changes in the number of Common Units, reclassifications, recapitalizations and similar factors provided that such adjustments are consistent with the intent of Section 6.1(c) and the other relevant provisions of this Agreement; provided, however, that no such equitable adjustment may adversely affect the Class D Common Units' rights to the allocations and distributions set forth in this Agreement and any applicable Partner Agreement.

(h) Reallocations of Common Units. In the event of any reallocation of Common Units to the Continuing Partners, the General Partner shall determine in its sole discretion the class and series of Common Units to which each such Common Unit shall belong upon its reallocation, notwithstanding anything to the contrary in any Partner Agreement entered into prior to the date hereof.

Section 3.2 Issuance of Additional Units and other Interests.

(a) Additional Units. The General Partner may from time to time in its sole and absolute discretion admit any Person as an additional Limited Partner of the Partnership (each such Person, if so admitted, an "Additional Limited Partner" and, collectively, the "Additional Limited Partners"). A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner in the books of the Partnership. Each Substitute Limited Partner shall be deemed an Additional Limited Partner whose admission as an Additional Limited Partner has been approved in writing by the General Partner for all purposes hereunder. Subject to the satisfaction of the foregoing requirements and Sections 4.1(c) and 10.2(b), the General Partner is hereby expressly authorized to cause the Partnership to issue additional Units for such consideration and on such terms and conditions, and to such Persons, including the General Partner, any Limited Partner or any of their Affiliates, as shall be established by the General Partner in its sole and absolute discretion, in each case without the approval of any other Partner or any other Person. Without limiting the foregoing, but subject to Sections 4.1(c) and 10.2(b), the General Partner is expressly authorized to cause the Partnership to issue Units (A) upon the conversion, redemption or exchange of any debt or other securities issued by the Partnership, (B) for less than fair market value or no consideration, so long as the General Partner concludes that such issuance is in the best interests of the Partnership and its Partners, and (C) in connection with the merger of any other Person into the Partnership if the applicable merger agreement provides that Persons are to receive Units in exchange for their interests in the Person merging into the Partnership. The General Partner is hereby expressly authorized to take any action, including without limitation amending this Agreement without the approval of any other Partner, to reflect any issuance of additional Units. Subject to Sections 4.1(c) and 10.2(b), additional Units may be Class A Common Units, Class B Common Units or other Units.

(b) Unit Designations. Subject to Section 10.2(b), any additional Units may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties (including, without limitation, rights, powers and duties that may be senior or otherwise entitled to preference over existing Units) as shall be determined by the General Partner, in its sole and absolute discretion without the approval of any Limited Partner or any other Person, and set forth in a written document thereafter attached to and made an exhibit to this Agreement, which exhibit shall be an amendment to this Agreement and shall be incorporated herein by this reference (each, a "Unit Designation").

(c) Unit Rights. Without limiting the generality of the foregoing, but subject to Sections 4.1(c) and 10.2(b), in respect of additional Units the General Partner shall have authority to specify (i) the allocations of items of Partnership income, gain, loss, deduction and credit to holders of each such class or series of Units; (ii) the right of holders of each such class or series of Units to share (on a *pari passu*, junior or preferred basis) in Partnership distributions; (iii) the rights of holders of each such class or series of Units upon dissolution and liquidation of the Partnership; (iv) the voting rights, if any, of holders of each such class or series of Units; and (v) the conversion, redemption or exchange rights applicable to each such class or series of Units. The total number of Units that may be created and issued pursuant to this Section 3.2 is not limited.

(d) Class C Non-Equity Interests. Class C Non-Equity Interests may only be issued to a Limited Partner as consideration for the provision of services to the Partnership in the form of future allocations of Net Income to such Limited Partner. No Partner may, under any circumstances, Transfer any Class C Non-Equity Interests, and any purported Transfer of Class C Non-Equity Interests shall be null and void and of no force and effect. Holders of Class C Non-Equity Interests shall have no right to receive any allocations thereon, and allocations, if any, made thereon to such Limited Partner need not be made in proportion to the number of Common Units or other Units held by such Limited Partner. Holders of Class C Non-Equity Interests shall have only the limited rights expressly set forth in this Agreement. The Partnership or other Transfer Agent shall act as registrar and transfer agent for the purposes of registering the ownership of Class C Non-Equity Interests.

(e) Additional Limited Partners. Subject to the other terms of this Agreement, including Section 10.2(b), the rights and obligations of an Additional Limited Partner to which Units are issued shall be set forth in such Additional Limited Partner's Partner Agreement, the Unit Designation relating to the Units issued to such Additional Limited Partner or a written document thereafter attached to and made an exhibit to this Agreement, which exhibit shall be an amendment to this Agreement (but shall not require the approval of any Limited Partner) and shall be incorporated herein by this reference. Such rights and obligations may include, without limitation, provisions describing the vesting of the Units issued to such Additional Limited Partner and the reallocation of such Units or other consequences of the Withdrawal of such Additional Limited Partner other than due to a breach of any of the covenants in Section 2.13(b) or, if applicable, any of those provided in such Additional Limited Partner's Partner Agreement.

ARTICLE IV

VOTING AND MANAGEMENT

Section 4.1 General Partner: Power and Authority.

(a) Pursuant to the Prior Partnership Agreement, Och-Ziff GP LLC, a Delaware limited liability company (the "Withdrawn General Partner"), was removed as general partner of the Partnership and the Initial General Partner was admitted as general partner of the Partnership from the date of the Prior Partnership Agreement. The business and affairs of the Partnership shall be managed exclusively by the General Partner; provided, however, that the General Partner may delegate such power and authority to the Partner Management Committee (or its Chairman), the Partner Performance Committee (or its Chairman) or such other committee (or its chairman) as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or in a resolution duly adopted by the General Partner. Initially the General Partner has delegated certain power and authority to the Partner Management Committee and the Partner Performance Committee, as set forth elsewhere in this Agreement. The General Partner shall have the power and authority, on behalf of and in the name of the Partnership, to carry out any and all of the objects and purposes and exercise any and all of the powers of the Partnership and to perform all

acts which it may deem necessary or advisable in connection therewith. Such acts include, but are not limited to, the approval of a merger or consolidation involving the Partnership, or of the conversion, transfer, domestication or continuance of the Partnership, or of the compromise of any obligation of a Partner to make a contribution or return money or other property to the Partnership, to the fullest extent permitted by applicable law, by the General Partner without the consent or approval of any of the other Partners. Appraisal rights permitted under Section 17-212 of the Act shall not apply or be incorporated into this Agreement, and no Partner or assignee of an Interest shall have any of the dissenter or appraisal rights described therein. The Limited Partners, in their capacity as limited partners (and not as officers of the General Partner or members of any committee established by the General Partner), shall have no part in the management of the Partnership and shall have no authority or right to act on behalf of or bind the Partnership in connection with any matter. The Partners agree that all determinations, decisions and actions made or taken by the General Partner, the Partner Management Committee (or its Chairman) or the Partner Performance Committee (or its Chairman) in accordance with this Agreement shall be conclusive and absolutely binding upon the Partnership, the Partners and their respective successors, assigns and personal representatives.

(b) Limited Partners holding a majority of the outstanding Class B Common Units shall have the right to remove the General Partner at any time, with or without cause. Upon the withdrawal or removal of the General Partner, Limited Partners holding a majority of the outstanding Class B Common Units shall have the right to appoint a successor General Partner; provided, however, that any successor General Partner must be a direct or indirect wholly owned Subsidiary of Och-Ziff. Any Person appointed as a successor General Partner by the Limited Partners holding a majority of the outstanding Class B Common Units shall become a successor General Partner for all purposes herein, and shall be vested with the powers and rights of the transferring General Partner, and shall be liable for all obligations of the General Partner arising from and after such date, and shall be responsible for all duties of the General Partner, once such Person has executed such instruments as may be necessary to effectuate its admission and to confirm its agreement to be bound by all the terms and provisions of this Agreement in its capacity as the General Partner.

(c) In order to protect the economic and legal rights of the Original Partners set forth in this Agreement and the Exchange Agreement, unless the General Partner has received PMC Approval, (i) the General Partner shall not take any action, and shall not permit any Subsidiary of the Partnership to take any action, that is prohibited under Section 2.9 of the Och-Ziff LLC Agreement and (ii) the General Partner shall cause the Partnership and its Subsidiaries to comply with the provisions of Section 2.9 of the Och-Ziff LLC Agreement.

(d) The General Partner may, from time to time, employ any Person or engage third parties to render services to the Partnership on such terms and for such compensation as the General Partner may determine in its sole and absolute discretion, including, without limitation, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be Affiliates of the General Partner or of one or more of the Limited Partners. Persons retained, engaged or employed by the Partnership may also be engaged, retained or employed by and act on behalf of any Partner or any of their respective Affiliates.

Section 4.2 Partner Management Committee.

(a) Establishment. The General Partner hereby establishes a partner management committee (the "Partner Management Committee"), initially consisting of Daniel S. Och, David Windreich, Joel Frank, Michael Cohen, Zoltan Varga, Harold Kelly and James-Keith Brown, with Daniel S. Och serving as its Chairman, until its membership is changed in accordance with Section 4.2(b). The Partner Management Committee shall have the powers and responsibilities described in Section 4.2(d).

(b) Membership. Each member of the Partner Management Committee shall serve until such member's Special Withdrawal, Withdrawal, death, Disability or, other than with respect to Daniel S. Och, removal by a majority vote of the other members of the Partner Management Committee. The Chairman, or, if there is no Chairman, a majority of the Partner Management Committee, may appoint a new member of the Partner Management Committee at any time. Upon Mr. Och's Withdrawal, death or Disability, the remaining members of the Partner Management Committee shall act by majority vote to either (1) replace Mr. Och with a Limited Partner to serve as Chairman, until such Limited Partner's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Management Committee or (2) reduce the size of the committee to the remaining members (in which case, there shall be no Chairman of the Partner Management Committee). Upon a reconstitution as provided in clause (1) above, the Partner Management Committee shall have the rights of reconstitution described in the previous sentence in the event of the new Chairman's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Management Committee. Upon the Special Withdrawal, Withdrawal, death, Disability or removal of any of the members of the Partner Management Committee other than the Chairman, the remaining members of the Partner Management Committee shall act by majority vote to fill such vacancy.

(c) Procedure. Meetings of the Partner Management Committee shall be held at such time, at such place and in such manner as the Chairman shall determine (or, in the case of there being no Chairman, at such times as a majority of the other members of the Partner Management Committee request). When the Partner Management Committee acts by full committee, each member shall have one vote. The Chairman of the Partner Management Committee shall have the ability to take action unilaterally as expressly set forth in this Agreement. Where the Chairman acts unilaterally, no meeting need be held. Members of the Partner Management Committee may participate in a meeting of the Partner Management Committee by means of telephone, video conferencing or other communications technology by means of which all Persons participating in the meeting can hear and be heard. Any member of the Partner Management Committee who is unable to attend a meeting of the Partner Management Committee may grant in writing to another member of the Partner Management Committee such member's proxy to vote on any matter upon which action is to be taken at such meeting. No meeting may be held without the attendance of a majority of the members of the Partner Management Committee, including the Chairman (if any). Any decision or action that may be approved by a vote of the Partner Management Committee in a meeting held in accordance with this Section 4.2 shall be equally valid if approved, without a meeting being held, by the written consent of members of the Partner Management Committee who could together have approved such decision or action by their votes at a meeting. The Partner Management Committee shall conduct its business by such other procedures as approved in writing by a majority of its members including the Chairman.

(d) Powers and Responsibilities. The powers and responsibilities of the Partner Management Committee and its Chairman individually shall be limited to those powers and responsibilities set forth expressly in this Agreement (including, without limitation, in Sections 4.1, 4.2, 7.1, 8.1, 8.3, 8.4 and 10.2), and to the reconstitution of the Class B Shareholder Committee (by majority vote of the Partner Management Committee) pursuant to the Class B Shareholders Agreement; provided, however, that the General Partner may delegate in writing such further power and responsibilities to the Partner Management Committee or its Chairman as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or a resolution duly adopted by the General Partner.

Section 4.3 Partner Performance Committee.

(a) Establishment. The General Partner hereby establishes a partner performance committee (the "Partner Performance Committee"), initially consisting of Daniel S. Och, David Windreich, Joel Frank, Michael Cohen, Zoltan Varga and Harold Kelly, with Daniel S. Och serving as its Chairman, until its membership is changed in accordance with Section 4.3(b). The Partner Performance Committee shall have the powers and responsibilities described in Section 4.3(d).

(b) Membership. Each member of the Partner Performance Committee shall serve until such member's Special Withdrawal, Withdrawal, death, Disability or, other than with respect to Daniel S. Och, removal by a majority vote of the other members of the Partner Performance Committee. Upon Mr. Och's Withdrawal, death or Disability, the remaining members of the Partner Performance Committee shall act by majority vote to (i) replace Mr. Och with a Limited Partner until such Limited Partner's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Performance Committee and (ii) determine whether such Limited Partner shall serve as Chairman of the Partner Performance Committee. The Partner Performance Committee shall have the rights of reconstitution described in the foregoing sentence in the event of the new Chairman's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Performance Committee. Upon the Special Withdrawal, Withdrawal, death, Disability or removal of any of the members of the Partner Performance Committee other than the Chairman, the remaining members of the Partner Performance Committee shall act by majority vote to fill such vacancy.

(c) Procedure. Meetings of the Partner Performance Committee shall be held at such time, at such place and in such manner as the Chairman shall determine (or, in the case of there being no Chairman, at such times as a majority of the other members of the Partner Performance Committee request). When the Partner Performance Committee acts by full committee, each member shall have one vote and the vote of Daniel S. Och shall break any deadlock. The Chairman of the Partner Performance Committee shall have the ability to take action as expressly set forth in this Agreement. Where the Chairman acts unilaterally, no

meeting need be held. Members of the Partner Performance Committee may participate in a meeting of the Partner Performance Committee by means of telephone, video conferencing or other communications technology by means of which all Persons participating in the meeting can hear and be heard. Any member of the Partner Performance Committee who is unable to attend a meeting of the Partner Performance Committee may grant in writing to another member of the Partner Performance Committee such member's proxy to vote on any matter upon which action is to be taken at such meeting. No meeting may be held without the attendance of a majority of the members of the Partner Performance Committee, including the Chairman (if any). Any decision or action that may be approved by a vote of the Partner Performance Committee in a meeting held in accordance with this Section 4.3 shall be equally valid if approved, without a meeting being held, by the written consent of members of the Partner Performance Committee who could together have approved such decision or action by their votes at a meeting. The Partner Performance Committee shall conduct its business by such other procedures as approved in writing by a majority of its members including the Chairman.

(d) Powers and Responsibilities. The powers and responsibilities of the Partner Performance Committee and its Chairman individually shall be limited to those powers and responsibilities set forth expressly elsewhere in this Agreement (including, without limitation, in Sections 4.1, 4.3 and 8.3); provided, however, that the General Partner may delegate in writing such further power and responsibilities to the Partner Performance Committee or its Chairman as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or a resolution duly adopted by the General Partner.

Section 4.4 Books and Records; Accounting. The General Partner shall have responsibility for the day-to-day management and general oversight of the accounting and finance function of the Partnership and shall keep at the principal office of the Partnership (or at such other place as the General Partner shall determine) true and complete books and records regarding the status of the business and financial condition and results of operations of the Partnership. The books and records of the Partnership shall be kept in accordance with the federal income tax accounting methods and rules determined by the General Partner, which methods and rules shall reflect all transactions of the Partnership and shall be appropriate and adequate for the business of the Partnership.

Section 4.5 Expenses. Except as otherwise provided in this Agreement, the Partnership shall be responsible for and shall pay out of funds of the Partnership determined by the General Partner to be available for such purpose, all expenses and obligations of the Partnership, including, without limitation, those incurred by the Partnership or the General Partner or their Affiliates, or the Partner Management Committee or the Partner Performance Committee in connection with the formation, conversion, operation or management of the Partnership and the business conducted by the Partnership, in organizing the Partnership and preparing, negotiating, executing, delivering, amending and modifying this Agreement.

Section 4.6 Partnership Tax and Information Returns.

(a) The Partnership shall use commercially reasonable efforts to timely file all returns of the Partnership that are required for U.S. federal, state and local income tax purposes. The Tax Matters Partner shall use commercially reasonable efforts to furnish to all Partners necessary tax information as promptly as possible after the end of the Fiscal Year; provided, however, that delivery of such tax information may be subject to delay as a result of the late receipt of any necessary tax information from an entity in which the Partnership holds a direct or indirect interest. Each Partner agrees to file all U.S. federal, state and local tax returns required to be filed by it in a manner consistent with the information provided to it by the Partnership. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal, state and local income tax purposes.

(b) Except as otherwise provided herein, the General Partner, in its sole and absolute discretion, shall determine whether the Partnership should make any elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions.

(c) The General Partner shall designate one Partner as the Tax Matters Partner (as defined in the Code). The Tax Matters Partner shall be the General Partner until the General Partner designates another Partner in writing. The Tax Matters Partner is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

(d) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to assist or cause the Partnership or any of its Subsidiaries to comply with any withholding requirements established under the Code or any other federal, state, local or foreign law including, without limitation, pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold or otherwise pays over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including, without limitation, by reason of Section 1446 of the Code), the General Partner may, in its sole and absolute discretion, treat the amount withheld as a distribution of cash pursuant to Section 7.1 or Article IX in the amount of such withholding from or with respect to such Partner or the amount paid over as an expense to be borne by the Partners generally.

ARTICLE V

CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 5.1 Capital Contributions.

(a) Limited Partners may make Capital Contributions at such times and in such amounts as shall be determined by the General Partner in its sole and absolute discretion; provided, however, that (i) no Original Related Trust or Subsequent Related Trust shall be obligated to make Capital Contributions pursuant to this Section 5.1(a) and (ii) no other Related Trust shall be obligated to make Capital Contributions pursuant to this Section 5.1(a) unless otherwise determined by the General Partner.

(b) In the event that the Partnership is required at any time to return any distribution it has received from any fund or investment vehicle or other entity, each Partner who was a Partner at the time such distribution was distributed by the Partnership and who received a portion of such distribution agrees to make a Capital Contribution in proportion to its Percentage Interest at the time of such distribution to enable the Partnership to return such distribution.

Section 5.2 Capital Accounts.

(a) The General Partner shall maintain, for each Partner owning Units or Class C Non-Equity Interests, a separate Capital Account with respect to such Partner in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to any such Units or Class C Non-Equity Interests pursuant to this Agreement and (ii) all items of Partnership income and gain (including, without limitation, income and gain exempt from tax) computed in accordance with Section 5.2(b) and allocated with respect to any such Units and Class C Non-Equity Interests pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to any such Units and Class C Non-Equity Interests pursuant to this Agreement and (y) all items of Partnership deduction and loss computed in accordance with Section 5.2(b) and allocated with respect to any such Units pursuant to Section 6.1. Except as otherwise indicated in this Agreement, the foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulation.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction, which is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including, without limitation, any method of depreciation, cost recovery or amortization used for that purpose); provided, however, that:

(i) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(ii) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(iii) The Capital Account balance of each Partner and the Carrying Value of all Partnership Property shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(f) to reflect the Partner's allocable share (as determined under Article IV) of the items of Net Income or Net Loss that would be realized by the Partnership if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on (a) the date of the acquisition of any additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the date of the distribution of more than a de minimis amount of Partnership assets to a Partner; (c) the date any interest in the Partnership is relinquished to the Partnership; or (d) any other date specified in the Treasury Regulations or as otherwise determined by the General Partner; provided, however, that adjustments pursuant to clauses (a), (b) (c) and (d) above shall be made only if the General Partner, in its sole and absolute discretion, determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners.

(c) A transferee of Units shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Units so Transferred, unless otherwise determined by the General Partner. Notwithstanding the foregoing, the Initial General Partner shall not succeed to any portion of any of the Investment Capital Accounts of the holders of Class A Common Units that are purchased by the Partnership with the proceeds received from the IPO and the DIC Sahir Transaction.

(d) Notwithstanding anything expressed or implied to the contrary in this Agreement, no Partner shall have the right to request, demand, or receive any distribution in respect of such Partner's Capital Account from the Partnership (other than as expressly provided in Article VII or Article IX).

Section 5.3 Investment Capital Accounts. Until the date on which the Investment Distributions occur, the General Partner shall maintain the separate Investment Capital Accounts of the Original Partners, adjusted to take into account items of Fund Net Profits and Fund Net Losses allocated to such Partners under Article VI, in accordance with the principles of the Initial Partnership Agreement.

Section 5.4 Determinations by General Partner. Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the General Partner shall determine, in its sole and absolute discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the Partners, the General Partner may make such modification.

ARTICLE VI

ALLOCATIONS

Section 6.1 Allocations for Capital Account Purposes. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.2(b)) shall be allocated among the Partners in each taxable year (or portion thereof) as provided herein below.

(a) Net Income. Subject to the terms of any Unit Designation and Section 6.1(c), after giving effect to the special allocations set forth in Section 6.1(e), Net Income for each taxable year and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable year shall be allocated to the Partners: first, with respect to Partners that have Class C Non-Equity Interests, in amounts, if any, as determined by Class C Approval in respect of each such Partner for such taxable year and, second, in accordance with the respective Percentage Interests of the Partners.

(b) Net Loss. Subject to the terms of any Unit Designation and Section 6.1(c), after giving effect to the special allocations set forth in Section 6.1(e), Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests; provided, however, that to the extent any allocation of Net Loss would cause any Partner to have a deficit balance in its Adjusted Capital Account at the end of such taxable year (or increase any existing deficit balance in its Adjusted Capital Account), such allocation of Net Loss shall be reallocated among the other Partners in accordance with their respective Percentage Interests.

(c) Net Income or Loss upon Sale. Notwithstanding any other provision of this Agreement to the contrary (subject to the terms of any Unit Designation, and after giving effect to the special allocations set forth in Section 6.1(e)):

(i) items of Net Income realized in connection with a Sale shall be specially allocated in the following order:

(A) first, pro rata among the Partners holding Units ("Pre-Existing Units") that were outstanding immediately prior to the date of issuance

(the "Issue Date") of the first series of Class D Common Units in accordance with the number of such Pre-Existing Units until the aggregate amount so allocated to such Pre-Existing Units equals the difference between the fair market value of the Partnership immediately prior to such Issue Date and the aggregate Economic Capital Account Balances of Pre-Existing Units immediately prior to such Issue Date; provided that the principles of this Section 6.1(c)(i)(A) shall be applied with respect to each subsequent series of Class D Common Units so as to include Units that have been allocated their full Priority Allocation under Section 6.1(c)(i)(B) as Pre-Existing Units and to take into account the difference between the fair market value of the Partnership and the aggregate Economic Capital Account Balances of Pre-Existing Units immediately prior to issuance of such subsequent series (or, to the extent determined by the General Partner in its sole discretion with respect to the Existing Class D Common Units, to take into account the Existing Value);

(B) second, to the Class D Limited Partners, provided that such allocations shall be made: (i) so that each series of Class D Common Units issued on any date receives such allocations of Net Income in an aggregate amount equal to the Priority Allocation with respect to such series of Class D Common Units prior to any such allocations being made to any series of Class D Common Units that were issued on a subsequent date; (ii) pro rata among all such Limited Partners with respect to their Class D Common Units that were issued on the same date in accordance with the Priority Allocations of such Class D Common Units; and (iii) such that no such Class D Limited Partner shall receive aggregate allocations of Net Income under this Section 6.1(c)(i)(B) that would exceed such Class D Limited Partner's Appreciation with respect to his Class D Common Units; and

(C) thereafter, pro rata among the Partners in accordance with their respective Percentage Interests; and

(ii) items of Net Loss realized in connection with such Sale shall be specially allocated in the following order:

(A) first, pro rata among the Partners receiving prior allocations of Net Income under Section 6.1(c)(i)(A), to the extent of such prior allocations of Net Income; and

(B) thereafter, as determined by the General Partner in a manner consistent with the intent of this Section 6.1(c), which is to make the Economic Capital Account Balance associated with each Class D Common Unit economically equivalent to the Economic Capital Account Balance associated with a Class A Common Unit, but only to the extent that the Partnership has recognized cumulative net gains with respect to its assets since the issuance of the relevant Class D Common Unit (or, to the extent determined by the General Partner in its sole discretion with respect to any Existing Class D Common Unit, since the date hereof).

(d) Fund Net Profits and Fund Net Losses. Items of Fund Net Profits and Fund Net Losses shall be allocated to the Original Partners in accordance with their Investment Percentages consistent with the principles of the Initial Partnership Agreement.

(e) Special Allocations. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(e), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(e) with respect to such taxable period (other than an allocation pursuant to Section 6.1(e)(iii) and 6.1(e)(vi)). This Section 6.1(e)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Partner Nonrecourse Debt Minimum Gain. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(e)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(e), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(e), other than Section 6.1(e)(i) and other than an allocation pursuant to Section 6.1(e)(v) and 6.1(e)(vi), with respect to such taxable period. This Section 6.1(e)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible unless such deficit balance is otherwise eliminated pursuant to Section 6.1(e)(i) or (ii). This Section 6.1(e)(iii) is intended to qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Gross Income Allocations. In the event any Partner has a deficit balance in its Capital Account at the end of any Partnership taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Section 6.1(e)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(e)(iv) were not in this Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vi) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(vii) Nonrecourse Liabilities. Nonrecourse Liabilities of the Partnership described in Treasury Regulation Section 1.752-3(a)(3) shall be allocated among the Partners in the manner chosen by the General Partner and consistent with such Treasury Regulation.

(viii) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(ix) Curative Allocation. The Required Allocations are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Required Allocations shall be offset either with other Required Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 6.1(e)(ix). Therefore, notwithstanding any other provision of this Article VI (other than the Required Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Required Allocations were not part of this Agreement and all Partnership items were allocated pursuant to the economic agreement among the Partners.

(x) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(e)(ix) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(e)(ix) among the Partners in a manner that is likely to minimize such economic distortions.

(xi) The Partnership shall specially allocate an amount of gross income equal to the Expense Amount to the General Partner.

Section 6.2 Allocations for Tax Purposes.

(a) Except as otherwise provided herein, each item of income, gain, loss and deduction shall be allocated, for U.S. federal income tax purposes, among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or an Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners as follows:

(i) (A) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Partners in the manner provided under Section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution; and (B) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(ii) (A) In the case of an Adjusted Property, such items attributable thereto shall (1) first, be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code to take into account the Book-Tax Disparity of such property, and (2) second, in the event such property was originally a Contributed Property, be allocated among the Partners in a manner consistent with Section

6.2(b)(i)(A); and (B) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(iii) The General Partner may cause the Partnership to eliminate Book-Tax Disparities using any method or methods described in Treasury Regulation Section 1.704-3 or that it determines is appropriate, in its sole and absolute discretion.

(c) For the proper administration of the Partnership, the General Partner, as it determines in its sole and absolute discretion is necessary or appropriate to execute the provisions of this Agreement and to comply with U.S. federal, state and local tax law, may (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations for federal income tax purposes of income (including, without limitation, gross income) or deductions; (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Units (or any class or classes thereof); and (iv) adopt and employ methods for (A) the maintenance of Capital Accounts for book and tax purposes, (B) the determination and allocation of adjustments under Sections 704(c), 734 and 743 of the Code, (C) the determination and allocation of taxable income, tax loss and items thereof under this Agreement and pursuant to the Code, (D) the determination of the identities and tax classification of holders of Units, (E) the provision of tax information and reports to the holders of Units, (F) the adoption of reasonable conventions and methods for the valuation of assets and the determination of tax basis, (G) the allocation of asset values and tax basis, (H) the adoption and maintenance of accounting methods, (I) the recognition of the Transfer of Units and (J) tax compliance and other tax-related requirements, including without limitation, the use of computer software.

(d) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner in its sole and absolute discretion) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(e) For purposes of determining the items of Partnership income, gain, loss, deduction, or credit allocable to any Partner with respect to any period, such items shall be determined on a daily, monthly, quarterly or other basis, as determined by the General Partner in its sole and absolute discretion using any permissible method under Code Section 706 and the Regulations thereunder.

ARTICLE VII

DISTRIBUTIONS

Section 7.1 Distributions.

(a) No Partner shall have the right to withdraw capital or demand or receive distributions or other returns of any amount in his Capital Account, except as expressly provided in this Article VII or Article IX.

(b) Subject to the terms of any Unit Designation, distributions in respect of Units shall be made to the Partners in the following order:

(i) First, Tax Distributions shall be made pursuant to Section 7.3;

(ii) Second, an Expense Amount Distribution shall be made pursuant to Section 7.4.

(iii) Third, distributions, if any, shall be made to the relevant Limited Partners in respect of Class C Non-Equity Interests as and when determined by Class C Approval.

(iv) Fourth, distributions shall be made as and when determined by the General Partner, in its sole and absolute discretion, in respect of any amounts allocated to a Partner's Capital Account pursuant to Section 5.4.

(v) Fifth, distributions shall be made as and when determined by the General Partner in its sole and absolute discretion in accordance with the Partners' respective Percentage Interests.

(vi) Notwithstanding the foregoing, (A) the Investment Distributions shall be made to the applicable Original Partners in accordance with their Investment Capital Accounts, (B) the General Partner may, with the consent of the affected Partner, delay distribution of any amounts otherwise distributable to any Partner under this Section 7.1, and (C) in the event of the Partnership selling or otherwise disposing of substantially all of its assets or a dissolution of the Partnership, all distributions shall be made in accordance with Section 9.4.

Section 7.2 Distributions in Kind. The General Partner may cause the Partnership to make distributions of assets in kind in its sole and absolute discretion. Whenever the distributions provided for in Section 7.1 shall be distributable in property other than cash, the value of such distribution shall be the fair market value of such property determined by the General Partner in good faith, and in the event of such a distribution there shall be allocated to the Partners in accordance with Article VI the amount of Net Income or Net Loss that would result if the distributed asset had been sold for an amount in cash equal to its fair market value at the time of the distribution. Notwithstanding the foregoing, Net Income or Net Loss that would result if any asset distributed to a Partner as part of the Investment Distributions had been sold for cash equal to its fair market value at the time of the Investment Distributions shall be

allocated pursuant to the foregoing sentence solely to the Original Partners receiving the distribution of such asset. No Partner shall have the right to demand that the Partnership distribute any assets in kind to such Partner.

Section 7.3 Tax Distributions. Subject to §17-607 of the Act, and unless determined otherwise by the General Partner in its sole discretion, the Partnership shall make distributions to each Partner for each calendar quarter ending after the date hereof as follows (collectively, the "Tax Distributions"):

(a) On or before the 10th day following the end of the First Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the First Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(b) On or before the 10th day following the end of the Second Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Second Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(c) On or before the 10th day following the end of the Third Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Third Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(d) On or before the 10th day following the end of the Fourth Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Fourth Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year; and

(e) Tax Distributions shall be made on the basis of a calendar year regardless of the Fiscal Year used by the Partnership. To the extent the General Partner determines in its sole and absolute discretion that the distributions made under the foregoing subsections (a) through (d) are insufficient to satisfy the Partners' Presumed Tax Liability for the applicable calendar year, on or before the April 10th immediately following the applicable calendar year, an amount that the General Partner determines in its reasonable discretion will be sufficient to allow each Partner to satisfy his Presumed Tax Liability for the applicable calendar year, after taking into account all Prior Distributions made to the Partners with respect to the applicable calendar year, excluding any Tax Distribution with respect to a previous calendar year.

(f) Notwithstanding any other provision of this Agreement, other than Section 7.3(g), Tax Distributions shall be made: (i) to all Partners pro rata in accordance with their Percentage Interests; and (ii) as if each distributee Partner was allocated an amount of income in each Quarterly Period in respect of such Partner's Units equal to the product of (x) the

highest amount of income allocated to any Partner with respect to his Units, calculated on a per-Unit basis, taking into account any income allocations pursuant to Section 6.2 hereof and disregarding any adjustment required by Section 734 or Section 743 of the Code, multiplied by (y) the amount of Units held by such distributee Partner.

(g) Subject to the limitations set forth in this Section 7.3, the Partnership shall make distributions in respect of the tax liability of a Partner arising from the allocation of any items hereunder to Class C Non-Equity Interests applying principles similar to the principles for determining Tax Distributions and Presumed Tax Liability, and amounts so allocated, determined or distributed with respect to Class C Non-Equity Interests of a Partner shall not be taken into account in determining any Tax Distributions in respect of Units.

Section 7.4 Expense Amount Distributions. The Partnership shall distribute any Expense Amount to the General Partner at such times as the General Partner shall determine in its sole discretion (an "Expense Amount Distribution").

Section 7.5 Borrowing. Subject to Section 17-607 of the Act, the Partnership may borrow funds in order to make the Tax Distributions or Expense Amount Distributions.

Section 7.6 Restrictions on Distributions. The foregoing provisions of this Article VII to the contrary notwithstanding, no distribution shall be made: (a) if such distribution would violate any contract or agreement to which the Partnership is then a party or any law, rule, regulation, order or directive of any governmental authority then applicable to the Partnership; (b) to the extent that the General Partner, in its sole and absolute discretion, determines that any amount otherwise distributable should be retained by the Partnership to pay, or to establish a reserve for the payment of, any liability or obligation of the Partnership, whether liquidated, fixed, contingent or otherwise; or (c) to the extent that the General Partner, in its sole and absolute discretion, determines that the cash available to the Partnership is insufficient to permit such distribution.

ARTICLE VIII

TRANSFER OR ASSIGNMENT OF INTEREST; CESSATION OF PARTNER STATUS

Section 8.1 Transfer and Assignment of Interest.

(a) OZ Limited Partners. Notwithstanding anything to the contrary herein, Transfers of Common Units may only be made by OZ Limited Partners (x) in accordance with the other provisions of this Article VIII (including, without limitation, the vesting provisions in Section 8.4, except as expressly set forth in this Section 8.1(a) in respect of Transfers by Original Related Trusts), and (y) subject to Section 2.13(g). During the Restricted Period, no OZ Limited Partner shall be permitted to Transfer Common Units unless, following the date of such Transfer, the relevant Individual Limited Partner and its Related Trusts continue to hold in the aggregate at least 25% of the Common Units of such Partners that have vested on or before the date of such Transfer, without regard to dispositions (such requirements, the "Minimum Retained Ownership Requirements"). An OZ Limited Partner may not Transfer all or any of such Partner's Units without the prior written approval of the General Partner, which

approval may be granted or withheld, with or without reason, in the General Partner's sole and absolute discretion; provided, however, that, without the prior written approval of the General Partner, (i) an Original Related Trust may Transfer its Interest (including any unvested Units) in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust (provided, however, that such Subsequent Related Trust remains subject to the same vesting requirements in accordance with Section 8.4 as the transferring Original Related Trust had been before its Withdrawal), (ii) the Related Trust of any Individual Limited Partner may, at any time, subject to Section 2.13(g), Transfer such Related Trust's Common Units (including any unvested Units) to such Individual Limited Partner as authorized by the terms of the relevant trust agreement (provided, however, that such Individual Limited Partner remains subject to the same vesting requirements in accordance with Section 8.4 as the transferring Related Trust had been before the Transfer), and (iii) any OZ Limited Partner may, at any time, subject to the Minimum Retained Ownership Requirements and Section 2.13(g), and provided further that the relevant Units have vested in accordance with Section 8.4 (other than in the case of any unvested Tag-Along Securities or unvested Drag-Along Securities), (A) Transfer any of such Partner's Units in accordance with the Exchange Agreement, (B) Transfer any of such Partner's Units to a Permitted Transferee of such Partner with PMC Approval, which PMC Approval may not be unreasonably withheld, (C) Transfer the Common Units (including all distributions thereon that would otherwise be received after the relevant date of Withdrawal) received by such Partner pursuant to Sections 2.13(g) and 8.3(a) to the extent permitted thereby, (D) Transfer by operation of law upon the death of an Individual Limited Partner or (E) Transfer any of such Partner's Units to the extent permitted or required by Section 8.5 or 8.6. In addition, subject to Section 2.13(g) and the Minimum Retained Ownership Requirements, with prior PMC Approval, each OZ Limited Partner and such OZ Limited Partner's Permitted Transferees may Transfer Units that have vested in accordance with applicable securities laws. The foregoing restrictions on Transfer and the Minimum Retained Ownership Requirements may be waived at any time with PMC Approval. A Limited Partner shall cease to be a Partner if, following a Transfer, he no longer has any Interest in the Partnership. An Original Related Trust shall cease to be a Partner, without the prior written consent of the General Partner, following the Transfer of such Original Related Trust's Interest in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust.

(b) The Ziff Partner. Provided that the relevant Units have vested in accordance with Section 8.4 (other than in the case of any unvested Tag-Along Securities), the Ziff Partner may (i) Transfer any of such Partner's Units in accordance with the Exchange Agreement, (ii) Transfer Class A Common Units to public charities with PMC Approval, which approval shall not be unreasonably withheld, or (iii) Transfer any of such Partner's Units to the extent permitted by Section 8.5. The foregoing restrictions on Transfer may be waived at any time with PMC Approval. In the event that a Transfer of the Ziff Partner's Units is made, directly or indirectly, in accordance with this Section 8.1(b) to a natural person, the Units of such natural person may be Transferred upon his death by operation of law.

(c) Transfer and Exchange. When a request to register a Transfer of Units, together with the relevant Certificates of Ownership, if any, is presented to the Transfer Agent, the Transfer Agent shall register the Transfer or make the exchange on the register or transfer books of the Transfer Agent if the requirements set forth in this Section 8.1 for such transactions are met; provided, however, that any Certificates of Ownership presented or surrendered for registration of Transfer or exchange shall be duly endorsed or accompanied by a

written instrument of Transfer in form satisfactory to the Transfer Agent duly executed by the holder thereof or his attorney duly authorized in writing. The Transfer Agent shall not be required to register a Transfer of any Units or exchange any Certificate of Ownership if such purported Transfer would cause the Partnership to violate the Securities Act, the Exchange Act, the Investment Company Act (including by causing any violation of the laws, rules, regulations, orders and other directives of any governmental authority) or otherwise violate this Section 8.1. In the event of any Transfer, the transferring Partner shall provide the address and facsimile number for each transferee as contemplated by Section 10.10 and shall cause each transferee to agree in writing to comply with the terms of this Agreement.

(d) Publicly Traded Partnership. No Transfer shall be permitted (and, if attempted, shall be void ab initio) if the General Partner determines in its sole and absolute discretion that such a Transfer would pose a risk that the Partnership would be a "publicly traded partnership" as defined in Section 7704 of the Code.

(e) Securities Laws. Each Partner and each assignee thereof hereby agrees that it will not effect any Transfer of all or any part of its Interest in the Partnership (whether voluntarily, involuntarily or by operation of law) in any manner contrary to the terms of this Agreement or that violates or causes the Partnership or the Partners to violate the Securities Act, the Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any governmental authority.

Section 8.2 Withdrawal by General Partner. The General Partner shall not cease to act as the General Partner of the Partnership without the prior written approval of the Limited Partners holding a majority of the outstanding Class B Common Units.

Section 8.3 Withdrawal and Special Withdrawal of Limited Partners.

(a) Withdrawal.

(i) An Individual Limited Partner (other than Daniel S. Och in the case of the following clauses (A) and (B)) shall immediately cease to be actively involved with the Partnership and its Affiliates (such event, a "Withdrawal"): (A) for Cause (as determined by the General Partner in its sole and absolute discretion) upon notice to the Individual Limited Partner from the General Partner; (B) for any reason or no reason upon a determination by majority vote of the Partner Performance Committee (which, if the Partner Performance Committee has a Chairman, may only be made upon the recommendation of such Chairman) and notice of such determination to the Individual Limited Partner from the Partner Performance Committee; or (C) upon the Individual Limited Partner otherwise (except as a result of death, Disability or a Special Withdrawal) ceasing to be, or providing notice to the General Partner of his intention to cease to be, actively involved with the Partnership and its Affiliates. In the event of the Withdrawal of an Individual Limited Partner, such Individual Limited Partner's Related Trusts, if any, shall be subject to a required Withdrawal.

(ii) In the event of the Withdrawal of an Individual Original Partner prior to the fifth anniversary of the Closing Date (other than where the Withdrawal is due

to a breach of any of the covenants in Section 2.13(b), in which case the provisions of Section 2.13(g) shall apply), all of the Class A Common Units (including all distributions thereon that would otherwise be received after the date of Withdrawal) of such Individual Original Partner and its Related Trusts, if any, that have not yet vested in accordance with Section 8.4 shall cease to vest with respect to such Partners and upon the Reallocation Date shall be reallocated to each Continuing Partner in such a manner that each such Continuing Partner receives Common Units in proportion to the total number of Original Common Units of such Continuing Partner and its Original Related Trusts. Any such reallocated Common Units received by a Continuing Partner pursuant to this Section 8.3(a) shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements in accordance with Section 8.4 as the transferring Limited Partner had been before his Withdrawal; provided, however, that such Continuing Partner shall be permitted to exchange fifty percent (50%) of the number of Class A Common Units reallocated to it (and sell any Class A Shares issued in respect thereof), notwithstanding the transfer restrictions set forth in Section 8.1, in the event that the Exchange Committee (as defined in the Exchange Agreement) determines in its sole discretion that the reallocation of such Class A Common Units is taxable; provided, however, that such exchange of Class A Common Units is made in accordance with the Exchange Agreement.

(b) Special Withdrawal.

(i) An Individual Limited Partner (other than Daniel S. Och) may be required to no longer be actively involved with the Partnership and its Affiliates for any reason other than Cause, in the sole and absolute discretion of the General Partner (such event, a "Special Withdrawal"), which shall not constitute a Withdrawal. Upon the Special Withdrawal of an Individual Limited Partner, such Individual Limited Partner's Related Trusts, if any, shall also be subject to a Special Withdrawal.

(ii) In the event of the Special Withdrawal of any Limited Partner, such Limited Partner's Common Units shall continue to vest in accordance with Section 8.4.

(c) Upon a Withdrawal or Special Withdrawal, an Individual Limited Partner shall: (i) have no right to access or use the property of the Partnership or its Affiliates, and (ii) not be permitted to provide services to, or on behalf of, the Partnership or its Affiliates.

(d) The provisions of Sections 8.3(a) and 8.3(b) may be amended, supplemented, modified or waived with PMC Approval.

(e) Except as expressly provided in this Agreement, no event affecting a Partner, including death, bankruptcy, insolvency or withdrawal from the Partnership, shall affect the Partnership.

(f) Following the Withdrawal of an OZ Limited Partner, from the applicable Reallocation Date such Limited Partner will be required to pay the same management fees and shall be subject to the same incentive allocation with respect to any remaining

investments by such Limited Partner in any fund or account managed by Och-Ziff or any of its Subsidiaries as are applicable to other Investors that are not Affiliates of Och-Ziff in such funds or accounts.

Section 8.4 Vesting.

(a) All Class A Common Units purchased, indirectly, with proceeds from the IPO (including proceeds from any exercise of the Underwriter Option) and the DIC Sahir Transaction will be deemed to have fully vested on issuance and such purchase (and will be immediately cancelled after such purchase).

(b) Subject to Sections 2.13(g) and 8.3(a), all Original Common Units held by a Partner shall vest in equal installments on each anniversary date of the Closing Date for five years, beginning on the first anniversary date of the Closing Date; provided, however, that upon a Withdrawal (but not a Special Withdrawal), all unvested Units shall cease to vest and shall be reallocated pursuant to Section 8.3(a); and provided, however, that this Section 8.4(b) shall not prevent the Transfer of the unvested Interest of any Original Related Trust (including unvested Class A Common Units) in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust or the Transfer of unvested Class A Common Units of an Individual Limited Partner's Related Trust to such Individual Limited Partner as authorized by the terms of the relevant trust agreement. In the event of the death or Disability of an Individual Limited Partner or in the event of a Transfer of any of such Individual Limited Partner's Class A Common Units, such Class A Common Units shall continue to vest on the same schedule as set forth above. These vesting requirements may be waived at any time with PMC Approval.

(c) All Class B Common Units will be fully vested on issuance.

(d) All Class C Non-Equity Interests held by a Limited Partner shall be cancelled upon the death, Disability, Withdrawal or Special Withdrawal of such Limited Partner.

(e) Units issued to Additional Limited Partners shall be subject to vesting, if at all, as described in Section 3.2(e).

Section 8.5 Tag-Along Rights.

(a) Notwithstanding anything to the contrary in this Agreement, prior to the consummation of a proposed Tag-Along Sale, the Potential Tag-Along Sellers shall be afforded the opportunity to participate in such Tag-Along Sale on a pro rata basis, as provided in Section 8.5(b) below.

(b) Prior to the consummation of a Tag-Along Sale, the OZ Limited Partners participating in such Tag-Along Sale (the "Tag-Along Sellers") shall cause the Tag-Along Purchaser to offer in writing (such offer, a "Tag-Along Offer") to purchase each Potential Tag-Along Seller's Tag-Along Securities. In addition, the Tag-Along Offer shall set forth the consideration for which the Tag-Along Sale is proposed to be made and all other material terms and conditions of the Tag-Along Sale. If the Tag-Along Offer is accepted by some or all of such

Potential Tag-Along Sellers within five Business Days after its receipt then the number of Class A Shares and/or Class A Common Units to be sold to the Tag-Along Purchaser by the Tag-Along Sellers shall be reduced by the number of Class A Shares and/or Class A Common Units to be purchased by the Tag-Along Purchaser from such accepting Potential Tag-Along Sellers. The purchase from the accepting Potential Tag-Along Sellers shall be made on the same terms and conditions (including timing of receipt of consideration and choice of consideration, if any) as the Tag-Along Purchaser shall have offered to the Tag-Along Sellers, and the accepting Potential Tag-Along Sellers shall otherwise be required to transfer the Class A Shares and/or Class A Common Units to the Tag-Along Purchaser upon the same terms, conditions, and provisions as the Tag-Along Sellers, including making the same representations, warranties, covenants, indemnities and agreements that the Tag-Along Sellers agree to make.

(c) Each OZ Limited Partner acknowledges that, if he participates in a "Tag-Along Sale" (as defined in the DIC Sahir Transaction Agreement), DIC Sahir has certain "Tag-Along Rights" as set forth in the DIC Sahir Transaction Agreement and such OZ Limited Partner agrees that, notwithstanding anything to the contrary in this Section 8.5, in the event he does participate in such a "Tag-Along Sale" then he will act in accordance with the provisions in the DIC Sahir Transaction Agreement relating to "Tag-Along Rights" as if it were a party thereto.

Section 8.6 Drag-Along Rights.

(a) Prior to the consummation of a proposed Drag-Along Sale, the Drag-Along Sellers may, at their option, require each other OZ Limited Partner to sell its Drag-Along Securities to the Drag-Along Purchaser by giving written notice (the "Notice") to such other OZ Limited Partners not later than ten Business Days prior to the consummation of the Drag-Along Sale (the "Drag-Along Right"); provided, however, that if the Drag Along Right is exercised by the Drag-Along Sellers, all OZ Limited Partners shall sell their Drag-Along Securities to the Drag-Along Purchaser on the same terms and conditions, including the class of security, the consideration per Company Security and the date of sale, as applicable to the Drag-Along Sellers. The Notice shall contain written notice of the exercise of the Drag-Along Right pursuant to this Section 8.6, setting forth the consideration to be paid by the Drag-Along Purchaser and the other material terms and conditions of the Drag-Along Sale.

(b) Within five Business Days following the date of the Notice, the Drag-Along Sellers shall have delivered to them by the other OZ Limited Partners their Drag-Along Securities together with a limited power-of-attorney authorizing such Drag-Along Sellers to sell such other OZ Limited Partner's Drag-Along Securities pursuant to the terms of the Drag-Along Sale and such other transfer instruments and other documents as are reasonably requested by the Drag-Along Sellers in order to effect such sale.

(c) Each OZ Limited Partner agrees that, notwithstanding anything to the contrary in this Section 8.6, it shall participate in a "Drag-Along Sale" (as defined in the DIC Sahir Transaction Agreement) in accordance with, and to the extent required by, the provisions in the DIC Sahir Transaction Agreement relating to "Drag-Along Rights" as if it were a party thereto.

Section 8.7 Reallocation of Common Units pursuant to Partner Agreements. In the event of any reallocation of Common Units to the Continuing Partners in respect of any Common Units of any Limited Partner admitted after the Final Closing Date in accordance with a Partner Agreement (including as a result of a Withdrawal but excluding any reallocation due to a breach of any of the covenants in Section 2.13(b), in which case the provisions of Section 2.13(g) shall apply), all of the Common Units (including all distributions thereon that would otherwise be received after the event causing such reallocation) to be reallocated thereunder shall be reallocated upon the relevant Reallocation Date to each Continuing Partner in such a manner that each such Continuing Partner receives Common Units in proportion to the total number of Original Common Units of such Continuing Partner and its Original Related Trusts, unless specified otherwise in any Partner Agreement. Any such reallocated Common Units received by a Continuing Partner shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements as the transferring Limited Partner had been prior to the date of the event causing such reallocation. The provisions of this Section 8.7 may be amended, supplemented, modified or waived with PMC Approval.

ARTICLE IX

DISSOLUTION

Section 9.1 Duration and Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) the entry of a decree of judicial dissolution of the Partnership under Section 17-802 of the Act; and

(b) the determination of the General Partner to dissolve the Partnership.

Except as provided in this Agreement, the death, Disability, resignation, expulsion, bankruptcy or dissolution of any Partner or the occurrence of any other event which terminates the continued participation of any Partner in the Partnership shall not cause the Partnership to be dissolved or its affairs wound up; provided, however, that at any time after the bankruptcy of the General Partner, the holders of a majority of the outstanding Class B Common Units may, pursuant to prior written consent to such effect, replace the General Partner with another Person, who shall, after executing a written instrument confirming such Person's agreement to be bound by all the terms and provisions of this Agreement, (i) become a successor General Partner for all purposes hereunder, (ii) be vested with the powers and rights of the replaced General Partner, and (iii) be liable for all obligations and responsible for all duties of the replaced General Partner from the date of such replacement.

Section 9.2 Notice of Liquidation. The General Partner shall give each of the Partners prompt written notice of any liquidation, dissolution or winding up of the Partnership.

Section 9.3 Liquidator. Upon dissolution of the Partnership, the General Partner may select one or more Persons to act as a liquidating trustee for the Partnership (such Person, or the General Partner, the "Liquidator"). The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by

holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation). The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation). Upon dissolution, death, incapacity, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by the General Partner (or, in the case of the removal of the Liquidator by holders of units, by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation)). The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Section 9.3, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 9.4 Liquidation. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Act and the following:

(a) Subject to Section 9.4(d), the assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, except with respect to the Investment Distributions, the Partner receiving the property shall be deemed for purposes of Section 9.4(d) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. Notwithstanding anything to the contrary contained in this Agreement, the Partners understand and acknowledge that a Partner may be compelled to accept a distribution of any asset in kind from the Partnership despite the fact that the percentage of the asset distributed to such Partner exceeds the percentage of that asset which is equal to the percentage in which such Partner shares in distributions from the Partnership. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 9.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VII. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be applied to other liabilities or distributed as additional liquidation proceeds.

(c) Subject to the terms of any Unit Designation and except as otherwise provided in Section 6.1 with respect to the Investment Distributions, all property and all cash in excess of that required to discharge liabilities as provided in Section 9.4(b) shall be distributed to the Partners in accordance with and to the extent of the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 9.4(c)) for the taxable year of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined by the General Partner) and such distribution shall be made by the end of such taxable year (or, if later, within 90 days after said date of such occurrence).

(d) Notwithstanding any other provision of this Agreement, if, upon the dissolution and liquidation of the Partnership pursuant to this Article IX and after all other allocations provided for in Section 6.1 (including Section 6.1(c)) have been tentatively made as if this Section 9.4 were not in this Agreement, either (i) the positive Capital Account balance attributable to one or more Units (other than Common Units) having a liquidation preference is not equal to such liquidation preference, or (ii) the quotient obtained by dividing any Partner's positive Hypothetical Capital Account Balance with respect to Common Units by the aggregate of all Partners' Hypothetical Capital Account Balances with respect to Common Units at such time (such Partner's "Hypothetical Capital Account Quotient") would differ from such Partner's Percentage Interest, then, subject to Section 5.3, Net Income (and items thereof) and Net Loss (and items thereof) for the Fiscal Year in which the Partnership dissolves and liquidates pursuant to this Article IX shall be allocated among the Partners (x) first, to the extent necessary to ensure that the Capital Account balance attributable to a Unit (other than Common Units) having a liquidation preference is equal to such liquidation preference, and (y) second, in a manner such that the positive Hypothetical Capital Account Quotient of each Partner with respect to Common Units, immediately after giving effect to such allocation, is, as nearly as possible, equal to such Partner's Percentage Interest; provided, however, that this Section 9.4(d) shall not be applied to cause any Partner's Capital Account balance to be negative. The General Partner, in its sole and absolute discretion, may apply the principles of this Section 9.4(d) to any Fiscal Year preceding the Fiscal Year in which the Partnership dissolves and liquidates (including through application of Section 761(e) of the Code) if delaying application of the principles of this Section 9.4(d) would likely result in Capital Account balances (or Hypothetical Capital Account Quotients) that are materially different from the Capital Account balances (or Hypothetical Capital Account Quotients) set forth in clauses (x) and (y) of the preceding sentence.

Section 9.5 Capital Account Restoration. No Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership.

ARTICLE X

MISCELLANEOUS

Section 10.1 Incorporation of Agreements. The Exchange Agreement and the Tax Receivable Agreement shall each be treated as part of this Agreement as described in Section 761(c) of the Code and Treasury Regulation Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c).

Section 10.2 Amendment to the Agreement.

(a) Except as may be otherwise required by law, this Agreement may be amended by the General Partner without the consent or approval of any Partners, subject to the rights of the Ziff Partner in Section 10.2(b), provided, however, that, except as expressly provided herein (including, without limitation, Sections 3.2, 5.2(d) and 10.2(c)), (i) if an amendment adversely affects the rights (not including any rights relating to the Class C Non-Equity Interests) of an Individual Limited Partner or any Related Trust thereof (other than the Ziff Partner or any transferee thereof) other than on a *pro rata* basis with other holders of Units of the same class, such Individual Limited Partner must provide his prior written consent to the amendment, (ii) no amendment may adversely affect the rights (not including any rights relating to the Class C Non-Equity Interests) of the holders of a class of Units (or any group of such holders) (other than the Ziff Partner or any transferee thereof) without the prior written consent of Individual Limited Partners that (together with their Related Trusts) hold a majority of the outstanding Units of such class (or of such group) then owned by all OZ Limited Partners, (iii) the provisions of this Section 10.2(a) may not be amended without the prior written consent of Individual Limited Partners that (together with their Related Trusts) hold a majority of the Class A Common Units then owned by all OZ Limited Partners, and (iv) the provisions of Sections 8.3(a), 8.3(b) and 8.4 may only be amended with PMC Approval. For the purposes of this Section 10.2(a), any Units owned by a Related Trust of an Individual Limited Partner shall be treated as being owned by such Individual Limited Partner. Subject to the foregoing, and to the rights of the Ziff Partner in Section 10.2(b) below, the General Partner may enter into Partner Agreements with any Limited Partner that affect the terms hereof and the terms of such Partner Agreement shall govern with respect to such Limited Partner notwithstanding the provisions of this Agreement.

(b) No amendment to this Agreement (or any other action described in Section 10.2(c)) which is materially adverse to the Ziff Partner may be made without the prior written consent of the Ziff Partner, unless such amendment (or such other action) similarly affects all or a substantial number of the other Partners, in which case the consent of the Ziff Partner shall not be required; provided, however, that no amendment (or such other action) may be made without the prior written consent of the Ziff Partner if such amendment (or such other action) would have the effect of (i) adversely altering the rights of holders of Class A Common Units without similarly altering the rights of holders of Class B Common Units, except to the extent that such alteration of the rights of holders of Class A Common Units is required by applicable law or regulation, (ii) adversely altering the Ziff Partner's rights to Transfer its Interest or to participate in any registrations pursuant to the Registration Rights Agreement or Section 8.5, except to the extent that such alteration is required by applicable law or regulation, (iii) reducing the Ziff Partner's Interest in greater proportion than the Interests of Daniel S. Och and his Related

Trusts in Class A Common Units is reduced, (iv) reducing distributions to the Ziff Partner in greater proportion than distributions to Daniel S. Och and his Related Trusts, solely in his capacity as a holder of Class A Common Units and not in any other capacity including his capacity as a holder of Class C Non-Equity Interests, are reduced, or (v) reducing distributions to the Ziff Partner in greater proportion than distributions to the holders of Class B Common Units are reduced. Except as expressly set forth in this Section 10.2(b), the Ziff Partner and its successors, assigns, heirs and transferees shall have no voting, consent or approval rights with respect to any matter.

(c) It is acknowledged and agreed that none of the admission of any Additional Partner, the adoption of any Unit Designation, the issuance of any Units or Class C Non-Equity Interests, or the delegation of any power or authority to any committee (or its chairman) shall be considered an amendment of this Agreement that requires the approval of any Limited Partner; provided that any such action shall be subject to Section 10.2(b).

Section 10.3 Successors, Counterparts. This Agreement and any amendment hereto in accordance with Section 10.2 shall be binding as to executors, administrators, estates, heirs and legal successors, or nominees or representatives, of the Partners, and may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.4 Applicable Law; Submission to Jurisdiction; Severability.

(a) This Agreement and the rights and obligations of the Partners shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Delaware, other than in respect of Section 2.13 which shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York without regard to choice of law rules that would apply the law of any other jurisdiction. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

(c) Each International Partner irrevocably consents and agrees that (i) any action brought to compel arbitration or in aid of arbitration in accordance with the terms of this Agreement, (ii) any action confirming and entering judgment upon any arbitration award, and (iii) any action for temporary injunctive relief to maintain the status quo or prevent irreparable harm, may be brought in the state and federal courts of the State of New York and, by

execution and delivery of this Agreement, each International Partner hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts for such purpose and to the non-exclusive jurisdiction of such courts for entry and enforcement of any award issued hereunder.

(d) Each Partner that is not an International Partner hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the state and federal courts of the State of New York for any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof.

(e) Each Partner further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified or registered mail return receipt requested or by receipted courier service in the manner set forth in Section 10.10, provided that each International Partner hereby irrevocably designates CT Corporation System, 111 Eighth Avenue, Broadway, New York, New York 10011, as his designee, appointee and agent to receive, for and on behalf of himself, service of process in the jurisdictions set forth above in any such action or proceeding and such service shall, to the extent permitted by applicable law, be deemed complete ten (10) days after delivery thereof to such agent, and provided further that, although it is understood that a copy of such process served on such agent will be promptly forwarded by mail to the relevant International Partner, the failure of such International Partner to receive such copy shall not, to the extent permitted by applicable law, affect in any way the service of such process.

Section 10.5 Arbitration.

(a) Any dispute, controversy or claim between the Partnership and one or more International Partners arising out of or relating to this Agreement or the breach, termination or validity thereof or concerning the provisions of this Agreement, including whether or not such a dispute, controversy or claim is arbitrable ("International Dispute") shall be resolved by final and binding arbitration conducted in English by three arbitrators in New York, New York, in accordance with the JAMS International Arbitration Rules then in effect (the applicable rules being referred to herein as the "Rules") except as modified in this Section 10.5.

(b) The party requesting arbitration must notify the other party of the demand for arbitration in writing within the applicable statute of limitations and in accordance with the Rules. The written notification must include a description of the claim in sufficient detail to advise the other party of the nature of the claim and the facts on which the claim is based.

(c) The claimant shall select its arbitrator in its demand for arbitration and the respondent shall select its arbitrator within 30 days after receipt of the demand for arbitration. The two arbitrators so appointed shall select a third arbitrator to serve as chairperson within 14 days of the designation of the second of the two arbitrators. If practicable, each arbitrator shall have relevant financial services experience. If any arbitrator is not timely appointed, at the request of any party to the arbitration such arbitrator shall be appointed by JAMS pursuant to the listing, striking and ranking procedure in the Rules. Any arbitrator appointed by JAMS shall be, if practicable, a retired federal judge, without regard to industry-related experience.

(d) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such other provisional remedies as may be available, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that such court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

(e) There shall be documentary discovery consistent with the Rules and the expedited nature of arbitration. All disputes involving discovery shall be resolved promptly by the chair of the arbitral tribunal.

(f) No witness or party to a claim that is subject to arbitration shall be required to waive any privilege recognized by applicable law.

(g) It is the intent of the parties that, barring extraordinary circumstances as determined by the arbitrators, the arbitration hearing pursuant to this Agreement shall be commenced as expeditiously as possible, if practicable within nine months after the written demand for arbitration pursuant to this Section 10.5 is served on the respondent, that the hearing shall proceed on consecutive Business Days until completed, and if delayed due to extraordinary circumstances, shall recommence as promptly as practicable. The parties to the International Dispute may, upon mutual agreement, provide for different time limits, or the arbitrators may extend any time limit contained herein for good cause shown. The arbitrators shall issue their final award (which shall be in writing and shall briefly state the findings of fact and conclusions of law on which it is based) as soon as practicably, if possible within a time period not to exceed 30 days after the close of the arbitration hearing.

(h) Each party to an arbitration hereby waives any rights or claims to recovery of damages in the nature of punitive, exemplary or multiple damages, or to any form of damages in excess of compensatory damages and the arbitral tribunal shall be divested of any power to award any such damages.

(i) Any award or decision issued by the arbitrators pursuant to this Agreement shall be final, and binding on the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

(j) Any arbitration conducted pursuant hereto shall be confidential. No party or any of its agents shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other in the arbitration proceedings or about the existence, contents or results of the proceedings except (i) as may be required by a governmental authority or (ii) as required in an action in aid of arbitration or for enforcement of an arbitral award. Before making any disclosure permitted by clause (i) in the preceding sentence, the party intending to make such disclosure shall give the other party reasonable written notice of the intended disclosure and afford the other party a reasonable opportunity to protect their interests.

Section 10.6 Filings. Following the execution and delivery of this Agreement, the General Partner or its designee shall promptly prepare any documents required to be filed and recorded under the Act or the LLC Act, and the General Partner or such designee shall promptly cause each such document to be filed and recorded in accordance with the Act or the LLC Act, as the case may be, and, to the extent required by local law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Partnership may hereafter establish a place of business. The General Partner or such designee shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

Section 10.7 Power of Attorney. Each Partner does hereby constitute and appoint the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, deliver and file (a) any amendment to the Certificate of Limited Partnership required because of an amendment to this Agreement or in order to effectuate any change in the partners of the Partnership, (b) all such other instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Delaware or any other jurisdiction, or any political subdivision or agency thereof, to effectuate, implement and continue the valid and subsisting existence of the Partnership or to dissolve the Partnership or for any other purpose consistent with this Agreement and the transactions contemplated hereby. The power of attorney granted hereby is coupled with an interest and shall (i) survive and not be affected by the subsequent death, incapacity, Disability, dissolution, termination or bankruptcy of the Partner granting the same or the Transfer of all or any portion of such Partner's Interest and (ii) extend to such Partner's successors, assigns and legal representatives.

Section 10.8 Headings and Interpretation. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof. Wherever from the context it appears appropriate, (i) each pronoun stated in the masculine, the feminine or neuter gender shall include the masculine, the feminine and the neuter, and (ii) references to "including" shall mean "including without limitation."

Section 10.9 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 10.10 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile, e-mail or similar writing) and shall be given to such party (and any other Person designated by such party) at its address, facsimile number or e-mail address set forth in a schedule filed with the records of the Partnership or such other address, facsimile number or e-mail address as such party may hereafter specify to the General Partner. Each such notice, request or other communication shall be effective (a) if given

by facsimile, when transmitted to the number specified pursuant to this Section 10.10 and the appropriate confirmation of receipt is received, (b) if given by mail, seventy-two hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (c) if given by e-mail, when transmitted to the e-mail address specified pursuant to this Section 10.10 and the appropriate confirmation of receipt is received or (d) if given by any other means, when delivered at the address specified pursuant to this Section 10.10.

Section 10.11 Waiver of Right to Partition. Each of the Partners irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's assets.

Section 10.12 Partnership Counsel. Each Limited Partner hereby acknowledges and agrees that Skadden, Arps, Slate, Meagher & Flom LLP and any other law firm retained by the General Partner in connection with the management and operation of the Partnership, or any dispute between the General Partner and any Limited Partner, is acting as counsel to the General Partner and as such does not represent or owe any duty to such Limited Partner or to the Limited Partners as a group.

Section 10.13 Survival. Except as otherwise expressly provided herein, all indemnities and reimbursement obligations made pursuant to Sections 2.9 and 2.10, all prohibitions in Sections 2.12, 2.13 and 2.18 and the provisions of this Section 10 shall survive dissolution and liquidation of the Partnership until expiration of the longest applicable statute of limitations (including extensions and waivers).

Section 10.14 Ownership and Use of Name. The name "OZ" is the property of the Partnership and/or its Affiliates and no Partner, other than the General Partner, may use (a) the names "OZ," "Och," "Och-Ziff," "Och-Ziff Capital Management Group," "Och-Ziff Capital Management Group LLC," "Och-Ziff Holding Corporation," "OZ Advisors LP," "OZ Advisors II LP" or "OZ Management LP" or any name that includes "OZ," "Och," "Och-Ziff," "Och-Ziff Capital Management Group," "Och-Ziff Capital Management Group LLC," "Och-Ziff Holding Corporation," "OZ Advisors LP," "OZ Advisors II LP" or "OZ Management LP" or any variation thereof, or any other name of the General Partner or the Partnership or their respective Affiliates, (b) any other name to which the name of the Partnership, the General Partner, or any of their Affiliates is changed, or (c) any name confusingly similar to a name referenced or described in clause (a) or (b) above, including, without limitation, in connection with or in the name of new business ventures, except pursuant to a written license with the Partnership and/or its Affiliates that has been approved by the General Partner.

Section 10.15 Remedies. Any remedies provided for in this Agreement shall be cumulative in nature and shall be in addition to any other remedies whatsoever (whether by operation of law, equity, contract or otherwise) which any party may otherwise have.

Section 10.16 Entire Agreement. This Agreement, together with any Partner Agreements and, to the extent applicable, the Registration Rights Agreement, the Exchange Agreement, the Tax Receivable Agreement and the Class B Shareholders Agreement, constitutes the entire agreement among the Partners with respect to the subject matter hereof and, as amended and restated herein, supersedes any agreement or understanding entered into as of a

date prior to the date hereof among or between any of them with respect to such subject matter, including (without limitation), the Limited Liability Company Agreement of the Original Company, the Initial Partnership Agreement, the Prior Partnership Agreement and all Supplementary Agreements.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first written above by the undersigned.

GENERAL PARTNER:
OCH-ZIFF HOLDING CORPORATION,
a Delaware corporation

By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

Exhibit 10.4

AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

OZ ADVISORS II LP

Dated as of August 1, 2012

TABLE OF CONTENTS

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF OZ ADVISORS II LP, a Delaware limited partnership (the "Partnership"), is made as of August 1, 2012, by and among Och-Ziff Holding LLC, a Delaware limited liability company, as general partner (the "Initial General Partner") and the Limited Partners (as defined below).

WHEREAS, on June 13, 2007, the Partnership was originally formed as a Delaware limited partnership pursuant to and in accordance with the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §17-101, et seq. (the "Act"), and an Agreement of Limited Partnership of OZ Advisors II LP dated as of June 13, 2007, which Agreement of Limited Partnership was amended and restated on August 28, 2007 (such amended and restated Agreement of Limited Partnership, the "Initial Partnership Agreement"); and

WHEREAS, the Initial Partnership Agreement was amended and restated on November 13, 2007 (the Initial Partnership Agreement, as amended and restated, the "Prior Partnership Agreement"), on February 11, 2008, on April 10, 2008, and on September 30, 2009 and is hereby amended and restated again.

NOW THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Act" has the meaning specified in the Preamble to this Agreement.

"Additional Limited Partner" has the meaning specified in Section 3.2(a) of this Agreement.

"Adjusted Capital Account" means the Capital Account maintained for each Partner as of the end of each Fiscal Year, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such Fiscal Year, are reasonably expected to be allocated to such Partner in subsequent years under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such Fiscal Year, are reasonably expected to be made to such Partner in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(d)(i) or Section 6.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Property" means any property the Carrying Value of which has been adjusted pursuant to Section 5.2(b)(iii).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Person in question.

"Agreed Value" of any Contributed Property means the fair market value of such property or other consideration at the time of contribution as determined by the General Partner, without taking into account any liabilities to which such Contributed Property was subject at such time. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

"Agreement" means this Amended and Restated Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

"Appreciation" shall mean (i) with respect to any Existing Class D Common Units, the excess, if any, of the fair market value of the Partnership on the date of a Sale or liquidation over its fair market value on either the date hereof or the date immediately prior to the Issue Date(s) of such Existing Class D Common Units, as determined by the General Partner in its sole discretion, and (ii) with respect to any other Class D Common Units, the excess, if any, of the fair market value of the Partnership on the date of a Sale or liquidation over its fair market value on the date immediately prior to the Issue Date(s) of such Units (as equitably adjusted, in each case, for contributions and distributions that alter the fair market value of the Partnership).

"Book-Tax Disparity" means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date.

"Business Day" means any day other than Saturday, Sunday or any other day on which commercial banks in the State of New York are authorized or required by law or executive order to remain closed.

"Capital Account" means the capital account maintained for a Partner pursuant to Section 5.2.

"Capital Contribution" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership pursuant to this Agreement.

"Carrying Value" means (a) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost

recovery deductions charged to the Partners' Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted to equal its respective gross fair market value (taking Section 7701(g) of the Code into account) upon an adjustment to the Capital Accounts of the Partners in accordance with Section 5.2(b)(iii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, in the sole and absolute discretion of the General Partner.

"Cause" means, in respect of an Individual Limited Partner, that such Partner (i) has committed an act of fraud, dishonesty, misrepresentation or breach of trust; (ii) has been convicted of a felony or any offense involving moral turpitude; (iii) has been found by any regulatory body or self-regulatory organization having jurisdiction over the Och-Ziff Group to have, or has entered into a consent decree determining that such Partner, violated any applicable regulatory requirement or a rule of a self regulatory organization; (iv) has committed an act constituting gross negligence or willful misconduct; (v) has violated in any material respect any agreement relating to the Och-Ziff Group; (vi) has become subject to any proceeding seeking to adjudicate such Partner bankrupt or insolvent, or seeking liquidation, reorganization, arrangement, adjustment, protection, relief or composition of the debts of such Partner under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for such Partner or for any substantial part of the property of such Partner, or such Partner has taken any action authorizing such proceeding; or (vii) has breached any of the non-competition, non-solicitation or non-disparagement covenants in Section 2.13 or, if applicable, any of those provided in such Partner's Partner Agreement, the breach of any of which shall be deemed to be a material breach of this Agreement.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership executed and filed in the office of the Secretary of State of the State of Delaware on June 13, 2007 (and any and all amendments thereto and restatements thereof) on behalf of the Partnership pursuant to the Act.

"Certificate of Ownership" has the meaning set forth in Section 3.1.

"Class A Common Units" has the meaning set forth in Section 3.1.

"Class A Share" means a common share representing a limited liability company interest in Och-Ziff designated as a "Class A Share."

"Class B Common Units" has the meaning set forth in Section 3.1.

"Class B Share" means a common share representing a limited liability company interest in Och-Ziff designated as a "Class B Share."

"Class B Shareholder Committee" means the Class B Shareholder Committee established pursuant to the Class B Shareholders Agreement.

"Class B Shareholders Agreement" means the Class B Shareholders Agreement to be entered into by and among Och-Ziff and the holders of Class B Shares on or prior to the Closing Date in connection with the IPO, as amended, modified, supplemented or restated from time to time.

"Class C Approval" means, in respect of the determinations to be made in Sections 6.1(a) and 7.1(b)(iii), a prior determination made in writing at the sole and absolute discretion: (i) of the Chairman of the Partner Management Committee (or, with respect to distributions to such Chairman or in the event there is no such Chairman, the full Partner Management Committee acting by majority vote); or (ii) of the General Partner in the event that the Class B Shareholders collectively Beneficially Own Voting Securities (as each such term is defined in the Class B Shareholders Agreement) representing less than 40% of the Total Voting Power of Och-Ziff; provided, however, in the case of each of the foregoing clauses (i) and (ii), that any such determination with respect to distributions to a Partner who is also the Chief Executive Officer or other executive officer of Och-Ziff in respect of such Partner's Class C Non-Equity Interests shall be made by the compensation committee of Och-Ziff in its sole and absolute discretion after consultation with the Partner Management Committee.

"Class C Non-Equity Interests" means a fractional non-equity share of the Interests in the Partnership that may be issued to a Limited Partner as consideration for the provision of services to the Partnership solely for the purpose of making future allocations of Net Income to such Limited Partner. Class C Non-Equity Interests shall not constitute Common Units or other Units of the Partnership.

"Class D Common Units" has the meaning set forth in Section 3.1(f).

"Class D Limited Partner" has the meaning set forth in Section 3.1(f).

"Closing Date" means the first date on which Class A Shares are delivered by Och-Ziff to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"Common Units" means Class A Common Units, Class B Common Units, Class D Common Units and any other class of Units hereafter designated as Common Units by the General Partner, but shall not include the Class C Non-Equity Interests.

"Company Securities" means outstanding Class A Shares and Related Securities, as applicable.

"Competing Business" means any Person, or distinct portion thereof, that engages in: (a) the alternative asset management business (including, without limitation, any hedge or private equity fund management business) or (b) any other business in which the Och-Ziff Group or any member thereof (1) is actively involved, or (2) in the twelve-month period prior to the relevant Individual Limited Partner's Withdrawal or Special Withdrawal, planned, developed, or

undertook efforts to become actively involved and, in the case of the foregoing clause (b), in which the relevant Individual Limited Partner actively participated or was materially involved or about which the relevant Individual Limited Partner possesses Confidential Information.

"Confidential Information" means the confidential matters and information described in Section 2.12.

"Continuing Partners" means the group of Partners comprised of each Individual Original Partner (or, where applicable, his estate or legal or personal representative) who has not Withdrawn, been subject to a Special Withdrawal or breached Section 2.13(b).

"Contributed Property" means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Partnership. If the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.2(b)(iii), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"Control" means, in respect of a Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. "Controlled by," "Controls" and "under common Control with" have the correlative meanings.

"Covered Person" means (a) the General Partner and its Affiliates and the directors, officers, shareholders, members, partners, employees, representatives and agents of the General Partner and its Affiliates and any Person who was at the time of any act or omission described in Section 2.9 or 2.10 such a Person, and (b) any other Person the General Partner designates as a "Covered Person" for the purposes of this Agreement.

"Damages" has the meaning set forth in Section 2.9(a).

"DIC Sahir" means DIC Sahir Limited, a corporation organized under the laws of the Cayman Islands.

"DIC Sahir Transaction" means the sale of Class A Shares to DIC Sahir on or about the date of the IPO, in accordance with the DIC Sahir Transaction Agreement.

"DIC Sahir Transaction Agreement" means the Securities Purchase and Investment Agreement entered into as of October 29, 2007 among Och-Ziff, Dubai International Capital LLC and DIC Sahir, as amended, modified, supplemented or restated from time to time.

"Disability" means that a Person is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, as determined by the General Partner with PMC Approval in its sole and absolute discretion and in accordance with applicable law.

"Disabling Conduct" has the meaning set forth in Section 2.9(a).

"Drag-Along Purchaser" means, in respect of a Drag-Along Sale, the third-party purchaser or purchasers proposing to acquire the Company Securities to be transferred in such Drag-Along Sale.

"Drag-Along Right" has the meaning set forth in Section 8.6(a).

"Drag-Along Sale" means any proposed transfer (other than a pledge, hypothecation, mortgage or encumbrance) pursuant to a bona fide offer from a Drag-Along Purchaser, in one or a series of related transactions, by any OZ Limited Partner or a group of OZ Limited Partners of Company Securities representing in the aggregate at least 50% of all then-outstanding Company Securities (calculated as if all Related Securities had been converted into, exercised or exchanged for, or repaid with, Class A Shares).

"Drag-Along Securities" means, with respect to an OZ Limited Partner, that number of Company Securities equal to the product of (A) the total number of Company Securities to be acquired by the Drag-Along Purchaser pursuant to a Drag-Along Sale and (B) a fraction, the numerator of which is the number of Company Securities then held by such OZ Limited Partner and the denominator of which is the total number of Company Securities then held by all OZ Limited Partners and, if applicable as a result of the application of the "Drag-Along Rights" pursuant to the DIC Sahir Transaction Agreement, DIC Sahir and its Permitted Transferees (as defined in the DIC Sahir Transaction Agreement) (calculated, in the case of both the numerator and denominator, as if all Related Securities held by the relevant OZ Limited Partners had been converted into, exercised or exchanged for, or repaid with, Class A Shares).

"Drag-Along Sellers" means the OZ Limited Partner or group of OZ Limited Partners proposing to dispose of or sell Company Securities in a Drag-Along Sale in accordance with Section 8.6.

"Economic Capital Account Balance" means, with respect to a Partner as of any date, the Partner's Capital Account balance, increased by the Partner's share of any Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain, computed on a hypothetical basis after taking into account all allocations through such date.

"Economic Risk of Loss" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Exchange Agreement" means one or more exchange agreements providing for the exchange of Class A Common Units (or other securities issued by the Operating Group Entities) for Class A Shares and/or cash, and the corresponding cancellation of applicable Class B Shares, if any, as contemplated by the Registration Statement, as such agreements are amended, modified, supplemented or restated from time to time.

"Existing Class D Common Units" means Class D Common Units outstanding on the date hereof.

"Existing Value" means the difference between the fair market value of the Partnership and the aggregate Economic Capital Account Balances of outstanding Pre-Existing Units on the date hereof.

"Expense Allocation Agreement" means any agreement entered into among the Operating Group Entities, Och-Ziff and the Intermediate Holding Companies that provides for allocations of certain expense amounts, as such agreement is amended, modified, supplemented or restated from time to time.

"Expense Amount" means any amount allocated to the Partnership pursuant to an Expense Allocation Agreement.

"Expense Amount Distribution" has the meaning set forth in Section 7.4.

"Final Closing Date" means the Closing Date or, if the Underwriter Option is exercised by the Underwriters after the Closing Date, the final Option Closing Date.

"First Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including March 31 of such Fiscal Year unless and until otherwise determined by the General Partner.

"Fiscal Year" has the meaning set forth in Section 2.6.

"Fourth Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including December 31 of such Fiscal Year unless and until otherwise determined by the General Partner.

"General Partner" means the Initial General Partner and any successor general partner admitted to the Partnership in accordance with this Agreement.

"Hypothetical Capital Account Balance" means, with respect to any Partner as of any date, the sum of (i) such Partner's Capital Account balance as of such date and (ii) if such Partner owns any Class D Common Units as of such date, the excess, if any, of the Priority Allocation with respect to such Class D Common Units (to the extent such Partner has not yet received allocations of Net Income under Section 6.1(c)(i)(B) with respect to such Priority Allocation) over the Appreciation with respect to such Class D Common Units.

"Hypothetical Capital Account Quotient" has the meaning set forth in Section 9.4(d).

"incur" means to issue, assume, guarantee, incur or otherwise become liable for.

"Individual Limited Partner" means each of the OZ Limited Partners that is a natural person.

"Individual Original Partner" means each of the Original Partners that is a natural person.

"Initial General Partner" has the meaning set forth in the Preamble to this Agreement.

"Initial Partnership Agreement" has the meaning set forth in the Preamble to this Agreement.

"Intellectual Property" means any of the following that are conceived of, developed, reduced to practice, created, modified, or improved by a Partner, either solely or with others, in whole or in part, whether or not in the course of, or as a result of, such Partner carrying out his responsibilities to the Partnership, whether at the place of business of the Partnership or any of its Affiliates or otherwise, and whether on the Partner's own time or on the time of the Partnership or any of its Affiliates: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names, Internet domain names, and all other indications of source or origin, including, without limitation, all registrations and applications to register any of the foregoing; (ii) inventions, discoveries (whether or not patentable or reduced to practice), patents, including, without limitation, design patents and utility patents, provisional applications, reissues, reexaminations, divisions, continuations, continuations-in-part, and extensions thereof, in each case including, without limitation, all applications therefore and equivalent foreign applications and patents corresponding, or claiming priority, thereto; (iii) works of authorship, whether copyrightable or not, copyrights, registrations and applications for copyrights, and all renewals, modifications and extensions thereof, moral rights, and design rights, (iv) computer systems and software; and (v) trade secrets, know-how, and other confidential and protectable information.

"Interest" means a Partner's interest in the Partnership, including the right of the holder thereof to any and all benefits to which a Partner may be entitled as provided in this Agreement, together with the obligations of a Partner to comply with all of the terms and provisions of this Agreement.

"Intermediate Holding Companies" means Och-Ziff Holding Corporation, a Delaware corporation, and Och-Ziff Holding LLC, a Delaware limited liability company.

"International Dispute" has the meaning set forth in Section 10.5(a).

"International Partner" means each Individual Limited Partner who either (i) has or had his principal business address outside the United States at the time any International Dispute arises or arose; or (ii) has his principal residence or business address outside of the United States at the time any proceeding with respect to such International Dispute is commenced.

"Investment Company Act" means the Investment Company Act of 1940, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Investor" means any client, shareholder, limited partner, member or other beneficial owner of the Och-Ziff Group, other than holders of Class A Shares solely in their capacity as such shareholders thereof.

"IPO" means the initial offering and sale of Class A Shares by Och-Ziff to the public, as described in the Registration Statement.

"Issue Date" has the meaning set forth in Section 6.1(c)(i)(A).

"Limited Partner" means each of the Persons from time to time listed as a limited partner in the books and records of the Partnership.

"Liquidator" has the meaning set forth in Section 9.3.

"Minimum Retained Ownership Requirements" has the meaning set forth in Section 8.1(a).

"Net Agreed Value" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner by the Partnership, the fair market value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution, in either case, as determined under Section 752 of the Code.

"Net Income" means, for any taxable year, the excess, if any, of the Partnership's items of income and gain for such taxable year over the Partnership's items of loss and deduction for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 5.2(b) and shall not include any items specially allocated under Section 6.1(d).

"Net Loss" means, for any taxable year, the excess, if any, of the Partnership's items of loss and deduction for such taxable year over the Partnership's items of income and gain for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.2(b) and shall not include any items specially allocated under Section 6.1(d).

"Nonrecourse Deductions" means any and all items of loss, deduction, or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"Nonrecourse Liability" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"Notice" has the meaning set forth in Section 8.6(a).

"Och-Ziff" means Och-Ziff Capital Management Group LLC, a Delaware limited liability company.

"Och-Ziff Group" means Och-Ziff and its Subsidiaries (including the Operating Group Entities), their respective Affiliates, and any investment funds and accounts managed by any of the foregoing.

"Och-Ziff LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Och-Ziff, dated November 13, 2007, as amended, modified, supplemented or restated from time to time.

"Operating Group Entity" means any Person that is directly Controlled by any of the Intermediate Holding Companies.

"Option Closing Date" means the date or dates on which any Class A Shares are sold by Och-Ziff to the Underwriters upon exercise of the Underwriter Option.

"Original Common Units" means the Common Units held by the Original Partners and the Ziff Partner upon the Final Closing Date or, if an Original Partner was admitted after the Final Closing Date, the Common Units held by such Original Partner upon the date of his admission.

"Original Partners" means, collectively, (i) Daniel S. Och, David Windreich, Joel Frank, Arnaud Achache, Massimo Bertoli, James-Keith (JK) Brown, Michael Cohen, Anthony Fobel, Kaushik Ghosh, Harold Kelly, Richard Lyon, Dan Manor, James O'Connor, Joshua Ross, Raaj Shah, Boaz Sidikaro, David Stonehill, Zoltan Varga and each other Individual Limited Partner designated as an Original Partner in a Partner Agreement and (ii) the Original Related Trusts; and each, individually, is an "Original Partner."

"Original Related Trust" means any Related Trust of an Individual Original Partner that was a Limited Partner on the Final Closing Date.

"OZ Limited Partner" means each of the Limited Partners other than the Ziff Partner and its transferees.

"Partner" means any Person that is admitted as a general partner or limited partner of the Partnership pursuant to the provisions of this Agreement and named as a general partner or limited partner of the Partnership in the books of the Partnership and includes any Person admitted as an Additional Limited Partner pursuant to the provisions of this Agreement, in each case, in such Person's capacity as a partner of the Partnership.

"Partner Agreement" means, with respect to one or more Partners, any separate written agreement entered into between such Partner(s) and the Partnership or one of its Affiliates regarding the rights and obligations of such Partner(s) with respect to the Partnership or such Affiliate, as amended, modified, supplemented or restated from time to time.

"Partner Management Committee" has the meaning set forth in Section 4.2(a).

"Partner Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"Partner Nonrecourse Deductions" means any and all items of loss, deduction or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"Partner Performance Committee" has the meaning set forth in Section 4.3(a).

"Partnership" has the meaning set forth in the Preamble to this Agreement.

"Partnership Minimum Gain" means that amount determined in accordance with the principles of Treasury Regulation Section 1.704-2(d).

"Percentage Interest" means, with respect to any Partner as of any date of determination, (a) as to any Common Units, the product obtained by multiplying (i) 100% less the aggregate percentage applicable to all Units referred to in clause (b) by (ii) the quotient obtained by dividing (x) the number of such Units held by such Partner by (y) the total number of all outstanding Common Units, and (b) as to any other Units, the percentage established for such Units by the General Partner as a part of such issuance, which percentage could be zero. References in this definition to the Common Units of a Partner shall refer to all of the Common Units of such Partner, whether or not such Common Units have vested pursuant to Section 8.4.

"Permitted Transferee" means, with respect to each Limited Partner and his Permitted Transferees, (a) a Charitable Institution (as defined below) Controlled by such Partner, (b) a trust (whether *inter vivos* or testamentary) or other estate planning vehicle, all of the current beneficiaries and presumptive remaindermen (as defined below) of which are lineal descendents (as defined below) of such Partner and his spouse, (c) a corporation, limited liability company or partnership, of which all of the outstanding shares of capital stock or interests therein are owned by no one other than such Partner, his spouse and his lineal descendents and (d) a legal or personal representative of such Partner in the event of his Disability. For purposes of this definition: (i) "lineal descendants" shall not include natural persons adopted after attaining the age of eighteen (18) years and such adopted Person's descendants; (ii) "Charitable Institution" shall refer to an organization described in section 501(c)(3) of the Code (or any corresponding provision of a future United State Internal Revenue law) which is exempt from income taxation under section 501(a) thereof; and (iii) "presumptive remaindermen" shall refer to those Persons entitled to a share of a trust's assets if it were then to terminate.

"Person" means a natural person or a corporation, limited liability company, firm, partnership, joint venture, trust, estate, unincorporated organization, association (including any group, organization, co-tenancy, plan, board, council or committee), governmental entity or other entity (or series thereof).

"PMC Approval" means the prior written approval of (a) the Chairman of the Partner Management Committee or (b) if there is no such Chairman, by majority vote of the Partner Management Committee; provided, however, that "PMC Approval" shall mean the prior written approval by majority vote of the Partner Management Committee in the case of Transfers (and waivers of the requirements thereof), vesting requirements, the Minimum Retained Ownership Requirements, and the determination described in the definition of "Reallocation Date," each by or with respect to the Chairman of the Partner Management Committee.

"Potential Tag-Along Seller" means each Limited Partner not constituting a Tag-Along Seller.

"Pre-Existing Units" has the meaning set forth in Section 6.1(c)(i)(A).

"Presumed Tax Liability" means, with respect to the Capital Account of any Partner for any Quarterly Period ending after the date hereof, an amount equal to the product of (x) the amount of taxable income that, in the good faith judgment of the General Partner, would have been allocated to such Partner in respect of such Partner's Units if allocations pursuant to the provisions of Article VI hereof were made in respect of such Quarterly Period and (y) the Presumed Tax Rate as of the end of such Quarterly Period.

"Presumed Tax Rate" means the effective combined federal, state and local income tax rate applicable to either a natural person or corporation, whichever is higher, residing in New York, New York, taxable at the highest marginal federal income tax rate and the highest marginal New York State and New York City income tax rates (taking into account the character of the income) and after giving effect to the federal income tax deduction for such state and local income taxes and taking into account the effects of Sections 67 and 68 of the Code (or successor provisions thereto).

"Prior Distributions" means distributions made to the Partners pursuant to Section 7.1 or 7.3.

"Prior Partnership Agreement" has the meaning set forth in the Preamble to this Agreement.

"Priority Allocation" means, with respect to each Class D Common Unit, allocations of Net Income described in Section 6.1(c)(i)(B) in an aggregate amount such that, immediately after taking such allocations into account, the Economic Capital Account Balance attributable to ownership of such Class D Common Unit shall be in proportion to the relative Economic Capital Account Balances of all Partners (in each case based on relative Percentage Interests of all Partners attributable to Common Units other than any series or classes of Common Units subordinate to such Class D Common Unit).

"Quarterly Period" means any of the First Quarterly Period, the Second Quarterly Period, the Third Quarterly Period and the Fourth Quarterly Period; provided, however, that if there is a change in the periods applicable to payments of estimated federal income taxes by natural persons, then the Quarterly Period determinations hereunder shall change

correspondingly such that the Partnership is required to make periodic Tax Distributions under Section 7.3 at the times and in the amounts sufficient to enable a Partner to satisfy such payments in full with respect to amounts allocated pursuant to the provisions of Article VI (other than Section 6.2(d)), treating the Partner's Presumed Tax Liability with respect to the relevant Quarterly Period (as such Quarterly Period is changed as provided above) as the amount of the Partner's actual liability for the payment of estimated federal income taxes with respect to such Quarterly Period (as so changed).

"Reallocation Date" means, as to the Common Units (including all distributions received thereon after the relevant date of Withdrawal) to be reallocated to the Continuing Partners pursuant to Section 2.13(g), Section 8.3(a) or Section 8.7 or any Partner Agreement, the date which is the earlier of (a) the date that is six months after the date of the applicable breach of Section 2.13(b) or Withdrawal, as the case may be, and (b) the date on or after such date of breach or Withdrawal that is six months after the date of the latest publicly reported disposition of equity securities of Och-Ziff by any such Continuing Partner which disposition is not exempt from the application of the provisions of Section 16(b) of the Exchange Act, unless otherwise determined with PMC Approval.

"Registration Rights Agreement" means one or more Registration Rights Agreements providing for the registration of Class A Shares to be entered into among Och-Ziff and certain holders of Units on or prior to the Closing Date, as amended, modified, supplemented or restated from time to time.

"Registration Statement" means the Registration Statement on Form S-1 (Registration No. 333-144256) as it has been or as it may be amended or supplemented from time to time, filed by Och-Ziff with the United States Securities and Exchange Commission under the Securities Act to register the offering and sale of the Class A Shares in the IPO.

"Related Security" means any security convertible into, exercisable or exchangeable for or repayable with Class A Shares including, without limitation, any Class A Common Units or Class D Common Units that may be exchangeable for Class A Shares pursuant to the Exchange Agreement.

"Related Trust" means, in respect of any Individual Limited Partner, any other Limited Partner that is an estate, family limited liability company, family limited partnership of such Individual Limited Partner, a trust the grantor of which is such Individual Limited Partner, or any other estate planning vehicle or family member relating to such Individual Limited Partner.

"Related Trust Supplementary Agreement" means, in respect of any Original Related Trust, the Supplementary Agreement to which such Original Related Trust is a party.

"Required Allocations" means (a) any limitation imposed on any allocation of Net Loss under Section 6.1(b) and (b) any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i) - (viii).

"Residual Gain" or "Residual Loss" means any item of gain or loss, as the case may be, of the Partnership recognized for federal income tax purposes resulting from a sale, exchange or other disposition of a Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 6.2(b)(i)(A) or 6.2(b)(ii), respectively, to eliminate Book-Tax Disparities.

"Restricted Period" means, with respect to any Partner, the period commencing on the later of the date of the Prior Partnership Agreement and the date of such Partner's admission to the Partnership, and concluding on the last day of the 24-month period immediately following the date of Special Withdrawal or Withdrawal of such Partner.

"Rules" has the meaning set forth in Section 10.5(a).

"Sale" means an actual or hypothetical sale of all or substantially all of the assets of the Partnership (including a revaluation of assets under Section 5.2(b)(iii)).

"Second Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including May 31 of such Fiscal Year, unless and until otherwise determined by the General Partner.

"Securities Act" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Special Withdrawal" (a) in respect of an Individual Limited Partner, has the meaning set forth in Section 8.3(b), and (b) in respect of any Related Trust, means the Special Withdrawal of such Related Trust in accordance with Section 8.3(b).

"Subsequent Related Trust" means, in respect of an Original Related Trust of an Individual Original Partner, the Related Trust of such Individual Original Partner to which the Interest of such Original Related Trust shall be Transferred in accordance with its Related Trust Supplementary Agreement.

"Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such Person owns, directly or indirectly, or otherwise Controls more than 50% of the voting shares or other similar interests or a general partner interest or managing member or similar interest of such Person.

"Substitute Limited Partner" means each Person who acquires an Interest of any Limited Partner in connection with a Transfer by a Limited Partner whose admission as a Limited Partner is approved by the General Partner.

"Supplementary Agreement" means, with respect to one or more Limited Partners, any supplementary agreement entered into prior to the date of the Prior Partnership Agreement between the Partnership and such Limited Partners regarding their rights and obligations with respect to the Partnership, as the same may be amended, supplemented, modified or replaced from time to time.

"Tag-Along Offer" has the meaning set forth in Section 8.5(b).

"Tag-Along Purchaser" means, in respect of a Tag-Along Sale, the Person or group of Persons proposing to acquire the Class A Shares and/or Class A Common Units to be transferred in such Tag-Along Sale.

"Tag-Along Sale" means any transfer (other than a pledge, hypothecation, mortgage or encumbrance), in one or a series of related transactions, by any OZ Limited Partner or group of OZ Limited Partners to a single Person or group of Persons (other than Related Trusts or Permitted Transferees of such OZ Limited Partners) pursuant to any transaction exempt from registration under the Securities Act and any similar applicable state securities laws of Class A Shares and/or Class A Common Units representing in the aggregate at least 5% of the Class A Shares (calculated as if all Class A Common Units held by each Limited Partner had been exchanged for Class A Shares) then held by all of the Limited Partners, but only in the event that (i) such Person or group of Persons to which such transfer is made is a strategic buyer, or (ii) the OZ Limited Partners participating in such transfer include Daniel S. Och or any of his Related Trusts. For the avoidance of doubt, sales of Class A Shares pursuant to the provisions of Rule 144 shall not constitute a Tag-Along Sale or any part thereof.

"Tag-Along Securities" means, with respect to a Potential Tag-Along Seller, such number of Class A Shares and/or vested and unvested Class A Common Units, as applicable, equal to the product of (i) the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) to be acquired by the Tag-Along Purchaser in a Tag-Along Sale and (ii) a fraction, the numerator of which is the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) then held by such Potential Tag-Along Seller and the denominator of which is the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) then held by all Limited Partners. If any other Potential Tag-Along Sellers do not accept the Tag-Along Offer, the foregoing shall also include each accepting Potential Tag-Along Seller's pro rata share of the non-accepting Potential Tag-Along Sellers' Class A Shares and/or vested and unvested Class A Common Units, determined as set forth in the preceding sentence.

"Tag-Along Seller" has the meaning set forth in Section 8.5(b).

"Tax Distributions" has the meaning set forth in Section 7.3.

"Tax Matters Partner" means the Person designated as such in Section 4.6(c).

"Tax Receivable Agreement" means the Tax Receivable Agreement entered into in connection with the IPO, by and among Och-Ziff, the Intermediate Holding Companies, the Och-Ziff Operating Group Entities and each partner of any Och-Ziff Operating Group Entity, as the same may be amended, supplemented, modified or replaced from time to time.

"Third Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including August 31 of such Fiscal Year, unless and until otherwise determined by the General Partner.

"Total Voting Power" has the meaning ascribed to such term in the Class B Shareholders Agreement.

"Transfer" means, with respect to any Interest, any sale, exchange, assignment, pledge, hypothecation, bequeath, creation of an encumbrance, or any other transfer or disposition of any kind, whether voluntary or involuntary, of such Interest. "Transferred" shall have a correlative meaning.

"Transfer Agent" means, with respect to any class of Units or the Class C Non-Equity Interests, such bank, trust company or other Person (including the Partnership or one of its Affiliates) as shall be appointed from time to time by the Partnership to act as registrar and transfer agent for such class of Units or the Class C Non-Equity Interests; provided, however, that if no Transfer Agent is specifically designated for such class of Units or the Class C Non-Equity Interests, the Partnership shall act in such capacity.

"Treasury Regulations" means the regulations, including temporary regulations, promulgated under the Code, as amended from time to time, or any federal income tax regulations promulgated after the date of this Agreement. A reference to a specific Treasury Regulation refers not only to such specific Treasury Regulation but also to any corresponding provision of any federal tax regulation enacted after the date of this Agreement, as such specific Treasury Regulation or corresponding provision is in effect and applicable on the date of application of the provisions of this Agreement containing such reference.

"Underwriter" means each Person named as an underwriter in the Underwriting Agreement who is obligated to purchase Class A Shares pursuant thereto.

"Underwriter Option" means the option to purchase additional Class A Shares granted to the Underwriters by Och-Ziff pursuant to the Underwriting Agreement.

"Underwriting Agreement" means the Underwriting Agreement to be entered into by Och-Ziff and the Underwriters providing for the sale of Class A Shares in the IPO, as amended, modified, supplemented or restated from time to time.

"Units" means a fractional share of the Interests in the Partnership that entitles the holder thereof to such benefits as are specified in this Agreement or any Unit Designation and shall include the Common Units but not the Class C Non-Equity Interests.

"Unit Designation" has the meaning set forth in Section 3.2(b).

"Withdrawal" (a) in respect of an Individual Limited Partner, has the meaning set forth in Section 8.3(a), and (b) in respect of any Related Trust, means the Withdrawal of such Related Trust in accordance with Section 8.3(a). "Withdrawn" has the correlative meaning.

"Ziff Partner" means Ziff Investors Partnership, L.P. IIA.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Continuation of Limited Partnership. The parties to this Agreement hereby agree to continue the Partnership, which was formed pursuant to and in accordance with the provisions of the Act, and in accordance with the further terms and provisions of this Agreement.

Section 2.2 Partnership Name. The name of the Partnership is "OZ Advisors II LP." The name of the Partnership may be changed from time to time by the General Partner.

Section 2.3 Registered Office, Registered Agent. The Partnership shall maintain a registered office in the State of Delaware at, and the name and address of the Partnership's registered agent in the State of Delaware is, National Corporate Research, Ltd., 615 South DuPont Highway, Dover, Delaware 19901. Such office and such agent may be changed from time to time by the General Partner.

Section 2.4 Certificates. Any Person authorized by the General Partner shall execute, deliver and file any amendment to or restatements of the Certificate of Limited Partnership and any other certificates (and any amendments and/or restatements thereof) necessary for the Partnership to qualify to do business in a jurisdiction in which the Partnership may wish to conduct business.

Section 2.5 Nature of Business; Permitted Powers. The purposes of the Partnership shall be to engage in any lawful act or activity for which limited partnerships may be formed under the Act.

Section 2.6 Fiscal Year. Unless and until otherwise determined by the General Partner in its sole and absolute discretion, the fiscal year of the Partnership for federal income tax purposes shall, except as otherwise required in accordance with the Code, end on December 31 of each year (each, a "Fiscal Year").

Section 2.7 Perpetual Existence. The Partnership shall have a perpetual existence unless dissolved in accordance with the provisions of Article IX of this Agreement.

Section 2.8 Limitation on Partner Liability. Except as otherwise expressly required by law, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and no Partner shall be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being a Partner. No Partner shall have any obligation to restore any negative or deficit balance in its Capital Account, including any negative or deficit balance in its Capital Account upon liquidation and dissolution of the Partnership. For federal income tax purposes, the rules of Treasury Regulation Section 1.752-3 shall apply to determine a Partner's share of any debt or obligation the terms of which provide that, in respect of the Partnership, the creditor has recourse only to the Partnership and its assets and not to any Partner.

Section 2.9 Indemnification.

(a) To the fullest extent permitted by applicable law, each Covered Person shall be indemnified and held harmless by the Partnership for and from any liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, judgments, fines, amounts paid in settlement, losses, fees, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses and interest on any of the foregoing (collectively, "Damages") sustained or incurred by such Covered Person by reason of any act performed or omitted by such Covered Person or by any other Covered Person in connection with the affairs of the Partnership or the General Partner unless such act or omission constitutes fraud, gross negligence or willful misconduct (the "Disabling Conduct"); provided, however, that any indemnity under this Section 2.9 shall be provided out of and to the extent of Partnership assets only, and no Limited Partner or any Affiliate of any Limited Partner shall have any personal liability on account thereof. The right of indemnification pursuant to this Section 2.9 shall include the right of a Covered Person to have paid on his behalf, or be reimbursed by the Partnership for, the reasonable expenses incurred by such Covered Person with respect to any Damages, in each case in advance of a final disposition of any action, suit or proceeding, including expenses incurred in collecting such amounts from the Partnership; provided, however, that such Covered Person shall have given a written undertaking to reimburse the Partnership in the event it is subsequently determined that he is not entitled to such indemnification.

(b) The right of any Covered Person to the indemnification provided herein (i) shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity, (ii) in the case of Covered Persons that are Partners, shall continue as to such Covered Person after any Withdrawal or Special Withdrawal of such Partner and after he has ceased to be a Partner, and (iii) shall extend to such Covered Person's successors, assigns and legal representatives.

(c) The termination of any action, suit or proceeding relating to or involving a Covered Person by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Covered Person committed an act or omission that constitutes Disabling Conduct.

(d) For purposes of this Agreement, no action or failure to act on the part of any Covered Person in connection with the management or conduct of the business and affairs of such Covered Person and other activities of such Covered Person which involve a conflict of interest with the Partnership, any other Person in which the Partnership has a direct or indirect interest or any Partner (or any of their respective Affiliates) or in which such Covered Person realizes a profit or has an interest shall constitute, per se, Disabling Conduct.

Section 2.10 Exculpation.

(a) To the fullest extent permitted by applicable law, no Covered Person shall be liable to the Partnership or any Partner or any Affiliate of any Partner for any Damages incurred by reason of any act performed or omitted by such Covered Person unless such act or omission constitutes Disabling Conduct. In addition, no Covered Person shall be liable to the Partnership, any other Person in which the Partnership has a direct or indirect interest or any Partner (or any Affiliate thereof) for any action taken or omitted to be taken by any other Covered Person.

(b) A Covered Person shall be fully protected in relying upon the records of the Partnership and upon such information, opinions, reports or statements presented to the Partnership by any Person (other than such Covered Person) as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Partners might properly be paid.

(c) The right of any Partner that is a Covered Person to the exculpation provided in this Section 2.10 shall continue as to such Covered Person after any Withdrawal or Special Withdrawal of such Partner and after he has ceased to be a Partner.

(d) The General Partner may consult with legal counsel and accountants and any act or omission suffered or taken by the General Partner on behalf of the Partnership in reliance upon and in accordance with the advice of such counsel or accountants will be full justification for any such act or omission, and the General Partner will be fully protected in so acting or omitting to act so long as such counsel or accountants were selected with reasonable care.

Section 2.11 Fiduciary Duty.

(a) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating to the Partnership or to any Limited Partner or any Affiliate of any Limited Partner (or other Person with any equity interest in the Partnership) or other Person bound by (or having rights pursuant to) the terms of this Agreement, a Covered Person acting pursuant to the terms, conditions and limitations of this Agreement shall not be liable to the Partnership or to any Limited Partner or any Affiliate of any Limited Partner (or other Person) for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of a Covered Person otherwise existing at law or equity, are agreed by the Partners (and any other Person bound by or having rights pursuant to this Agreement) to modify to that extent such other duties and liabilities of the Covered Person to the extent permitted by law.

(b) Notwithstanding anything to the contrary in the Agreement or under applicable law, whenever in this Agreement the General Partner is permitted or required to make a decision or take an action or omit to do any of the foregoing acting solely in its capacity as the General Partner, the General Partner shall, except where an express standard is set forth,

be entitled to make such decision in its sole and absolute discretion (and the words "in its sole and absolute discretion" should be deemed inserted therefor in each case in association with the words "General Partner," whether or not the words "sole and absolute discretion" are actually included in the specific provisions of this Agreement), and in so acting in its sole and absolute discretion the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership, any of the Partnership's Affiliates, any Limited Partner or any other Person. To the fullest extent permitted by applicable law, if pursuant to this Agreement the General Partner, acting solely in its capacity as the General Partner, is permitted or required to make a decision in its "good faith" or under another express standard, the General Partner shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

Section 2.12 Confidentiality; Intellectual Property.

(a) Confidentiality. Each Partner acknowledges and agrees that the information contained in the books and records of the Partnership is confidential and, except in the course of such Partner performing such duties as are necessary for the Partnership and its Affiliates, as required by law or legal process or to enforce the terms of this Agreement, at all times such Partner shall keep and retain in the strictest confidence and shall not disclose to any Person any confidential matters of the Partnership or any Person included within the Och-Ziff Group and their respective Affiliates and successors and the other Partners, including, without limitation, the identity of any Investors, confidential information concerning the Partnership, any Person included within the Och-Ziff Group and their respective Affiliates and successors, the General Partner, the other Partners and any fund, account or investment managed by any Person included within the Och-Ziff Group, including marketing, investment, performance data, fund management, credit and financial information, and other business or personal affairs of the Partnership, any Person included within the Och-Ziff Group and their respective Affiliates and successors, the General Partner, the other Partners and any fund, account or investment managed directly or indirectly by any Person included within the Och-Ziff Group learned by the Partner heretofore or hereafter. This Section 2.12(a) shall not apply to (i) any information that has been made publicly available by the Partnership or any of its Affiliates or becomes public knowledge (except as a result of an act of any Partner in violation of this Agreement), (ii) the disclosure of information to the extent necessary for a Partner to prepare and file his tax returns, to respond to any inquiries regarding the same from any taxing authority or to prosecute or defend any action, proceeding or audit by any taxing authority with respect to such returns or (iii) the disclosure of information with the prior written consent of the General Partner. Notwithstanding anything to the contrary herein, each Partner (and each employee, representative or other agent of such Partner) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of (x) the Partnership and (y) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Partners relating to such tax treatment and tax structure.

(b) Intellectual Property. (i) Each Partner acknowledges and agrees that the Intellectual Property shall be the sole and exclusive property of the Partnership and such Partner shall have no right, title, or interest in or to the Intellectual Property.

(ii) All copyrightable material included in the Intellectual Property shall be deemed a "work made for hire" under the applicable copyright law, to the maximum extent permitted under such applicable copyright law, and ownership of all rights therein shall vest in the Partnership. To the extent that a Partner may retain any interest in any Intellectual Property by operation of law or otherwise, such Partner hereby assigns and transfers to the Partnership his or her entire right, title and interest in and to all such Intellectual Property.

(iii) Each Partner hereby covenants and binds himself and his successors, assigns, and legal representatives to cooperate fully and promptly with the Partnership and its designee, successors, and assigns, at the Partnership's reasonable expense, and to do all acts necessary or requested by the Partnership and its designee, successors, and assigns, to secure, maintain, enforce, and defend the Partnership's rights in the Intellectual Property. Each Partner further agrees, and binds himself and his successors, assigns, and legal representatives, to cooperate fully and assist the Partnership in every way possible in the application for, or prosecution of, all rights pertaining to the Intellectual Property.

(c) If a Partner commits a breach, or threatens to commit a breach, of any of the provisions of Section 2.12(a) or Section 2.12(b), the General Partner shall have the right and remedy to have the provisions of such Section specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Partnership, the other Partners, any Person included within the Och-Ziff Group, and the investments, accounts and funds managed by Persons included within the Och-Ziff Group and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 2.13 Non-Competition; Non-Solicitation; Non-Disparagement; Non-Interference; and Remedies.

(a) Each Individual Limited Partner acknowledges and agrees, in connection with such Individual Limited Partner's participation in the Partnership on the terms described in the Prior Partnership Agreement and this amendment and restatement of the terms of the Prior Partnership Agreement or, in the case of an Individual Limited Partner admitted to the Partnership subsequent to the date of the Prior Partnership Agreement, on the terms described herein and in such Individual Limited Partner's Partner Agreement, if any, that: (i) the alternative asset management business (including, without limitation, for purposes of this paragraph, any hedge or private equity fund management business) is intensely competitive, (ii) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, has developed, and will continue to develop and have access to and knowledge of, Confidential Information (including, but not limited to, material non-public information of the Och-Ziff Group and its Investors), (iii) the direct or indirect use of any such information for the benefit of, or disclosure of any such information to, any existing or potential competitors of the Och-Ziff Group would place the Och-Ziff Group at a competitive disadvantage and would do damage to

the Och-Ziff Group, (iv) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, has developed relationships with Investors and counterparties through investment by and resources of the Och-Ziff Group, while a Limited Partner of the Partnership, (v) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, may continue to develop relationships with Investors and counterparties, through investment by and resources of the Och-Ziff Group, while a Limited Partner of the Partnership, (vi) such Partner engaging in any of the activities prohibited by this Section 2.13 would constitute improper appropriation and/or use of the Och-Ziff Group's Confidential Information and/or Investor and counterparty relationships, (vii) such Partner's association with the Och-Ziff Group has been critical, and such Partner's association with the Och-Ziff Group is expected to continue to be critical, to the success of the Och-Ziff Group, (viii) the services to be rendered, and relationships developed, for the benefit of and on behalf of the Partnership in his capacity as a Partner, are of a special and unique character, (ix) the Och-Ziff Group conducts the alternative asset management business throughout the world, (x) the non-competition and other restrictive covenants and agreements set forth in this Agreement are fair and reasonable, and (xi) in light of the foregoing and of such Partner's education, skills, abilities and financial resources, such Partner acknowledges and agrees that such Partner will not assert, and it should not be considered, that enforcement of any of the covenants set forth in this Section 2.13 would prevent such Partner from earning a living or otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

(b) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person:

(i) without the prior written consent of the General Partner, (A) engage or otherwise participate in any manner or fashion in any Competing Business, (B) render any services to any Competing Business, or (C) acquire a financial interest in or become actively involved with any Competing Business (other than as a passive investor holding less than 2% of the issued and outstanding stock of public companies); or

(ii) in any manner solicit or induce any of the Och-Ziff Group's current or prospective Investors to (A) terminate (or diminish in any material respect) his investments with the Och-Ziff Group for the purpose of associating or doing business with any Competing Business, or otherwise encourage such Investors to terminate (or diminish in any respect) his investments with the Och-Ziff Group for any other reason or (B) invest in or otherwise participate in or support any Competing Business.

(c) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person:

(i) in any manner solicit or induce any of the Och-Ziff Group's current, former or prospective financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties to terminate (or diminish in any material respect) his relationship with the Och-Ziff Group for the purpose of associating with any Competing Business, or otherwise encourage such financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties to terminate (or diminish in any respect) his relationship with the Och-Ziff Group for any other reason; or

(ii) in any manner interfere with the Och-Ziff Group's business relationship with any Investors, financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties.

(d) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person, in any manner solicit any of the owners, members, partners, directors, officers or employees of any member of the Och-Ziff Group to terminate their relationship or employment with the applicable member of the Och-Ziff Group, or hire any such Person (i) who is employed at the time of such solicitation by any member of the Och-Ziff Group, (ii) who is or was once an owner, member, partner, director, officer or employee of any member of the Och-Ziff Group as of the date of Special Withdrawal or Withdrawal of such Partner, or (iii) whose employment or relationship with any such member of the Och-Ziff Group terminated within the 24-month period prior to the date of Special Withdrawal or Withdrawal of such Partner or thereafter. Additionally, the Partner may not solicit or encourage to cease to work with any member of the Och-Ziff Group any consultant, agent or adviser that the Partner knows or should know is under contract with any member of the Och-Ziff Group.

(e) During the Restricted Period and at all times thereafter, each Individual Limited Partner will not, directly or indirectly, make, or cause to be made, any written or oral statement, observation, or opinion disparaging the business or reputation of the Och-Ziff Group, or any owners, partners, members, directors, officers, or employees of any member of the Och-Ziff Group; provided, however, that nothing contained in this Section 2.13 shall preclude such Partner from providing truthful testimony in response to a valid subpoena, court order, regulatory request, or as may be otherwise required by law, or from participating or cooperating in any action, investigation or proceeding with, or providing truthful information to, any governmental agency, legislative body, self-regulatory organization, or the legal departments of the Och-Ziff Group.

(f) Each Individual Limited Partner acknowledges and agrees that an attempted or threatened breach by such Person of this Section 2.13 would cause irreparable injury to the Partnership and the other members of the Och-Ziff Group not compensable in money damages and the Partnership shall be entitled, in addition to the remedies set forth in Sections 2.13(g) and 2.13(i), to obtain a temporary, preliminary or permanent injunction prohibiting any breaches of this Section 2.13 without being required to prove damages or furnish any bond or other security.

(g) Each Individual Limited Partner agrees that it would be impossible to compute the actual damages resulting from a breach of Section 2.13(b) or, if applicable, any of the non-competition covenants provided in such Partner's Partner Agreement, and that the amounts set forth in this Section 2.13(g) are reasonable and do not operate as a penalty, but are a genuine pre-estimate of the anticipated loss that the Partnership and other members of the Och-Ziff Group would suffer from a breach of Section 2.13(b) or, if applicable, of any of the non-competition

covenants provided in such Partner's Partner Agreement. In the event an Individual Limited Partner breaches Section 2.13(b) or, if applicable, any of the non-competition covenants provided in such Partner's Partner Agreement, then:

(i) on or after the date of such breach, any unvested Class A Common Units of such Partner and its Related Trusts, if any, shall cease to vest and thereafter shall be reallocated in accordance with this Section 2.13(g);

(ii) on or after the date of such breach, no allocations shall be made to the respective Capital Accounts of such Partner and its Related Trusts, if any, and no distributions shall be made to such Partners;

(iii) on or after the date of such breach, no Transfer (including any exchange pursuant to the Exchange Agreement) of any of the Class A Common Units of such Partner or its Related Trusts, if any, shall be permitted under any circumstances notwithstanding anything to the contrary in this Agreement;

(iv) on or after the date of such breach, no sale, exchange, assignment, pledge, hypothecation, bequeath, creation of an encumbrance, or any other transfer or disposition of any kind may be made of any of the Class A Shares acquired by such Partner or its Related Trusts, if any, through an exchange pursuant to the Exchange Agreement;

(v) as of the applicable Reallocation Date, all of the unvested and vested Class A Common Units of such Partner and its Related Trusts, if any, and all allocations and distributions on such Class A Common Units that would otherwise have been received by such Partners on or after the date of such breach shall be reallocated from such Partners to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts;

(vi) each of such Partner and its Related Trusts, if any, agrees that, on the Reallocation Date, it shall immediately:

(A) pay to the Continuing Partners, in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts, a lump-sum cash amount equal to the sum of: (i) the total after-tax proceeds received by such Individual Limited Partner or Related Trust thereof for any Class A Shares acquired at any time pursuant to the Exchange Agreement and that were subsequently transferred during the 24-month period prior to the date of such breach; and (ii) any distributions received by such Individual Limited Partner or Related Trust thereof during such 24-month period on Class A Shares acquired pursuant to the Exchange Agreement;

(B) transfer any Class A Shares that were acquired at any time pursuant to the Exchange Agreement and held by such Individual Limited

Partner or Related Trust thereof on and after the date of such breach to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts; and

(C) pay to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts a lump-sum cash amount equal to the sum of: (i) the total after-tax proceeds received by such Individual Limited Partner or Related Trust thereof for any Class A Shares acquired at any time pursuant to the Exchange Agreement and that were subsequently transferred on or after the date of such breach; and (ii) all distributions received by such Individual Limited Partner or Related Trust thereof on or after the date of such breach on Class A Shares acquired pursuant to the Exchange Agreement; and

(vii) such Partner and its Related Trusts agrees that he shall receive no payments, if any, that he would have otherwise received under the Tax Receivable Agreement on or after the date of such breach, and shall have no further rights under the Tax Receivable Agreement, Exchange Agreement or Registration Rights Agreement after such date.

Any reallocated Class A Common Units received by a Continuing Partner pursuant to this Section 2.13(g) shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements, if any, in accordance with Section 8.4 as the transferring Limited Partner had been before his breach of Section 2.13(b) or, if applicable, of the relevant non-competition covenants provided in such Partner's Partner Agreement. Any Continuing Partner receiving reallocated Class A Common Units pursuant to this Section 2.13(g) shall be permitted to exchange fifty percent (50%) of such number of Class A Common Units (and sell any Class A Shares issued in respect thereof), notwithstanding the transfer restrictions set forth in Section 8.1 in the event that the Exchange Committee (as defined in the Exchange Agreement) determines in its sole discretion that the reallocation is taxable; provided, however, that such exchange of Class A Common Units is made in accordance with the Exchange Agreement.

(h) Notwithstanding anything in Section 2.13(g) to the contrary, the General Partner may elect in its sole and absolute discretion to waive the application of any portion, all or none of the provisions of Section 2.13(g) in the case of the breach by any Partner of Section 2.13(b) or, if applicable, of the relevant non-competition covenants provided in such Partner's Partner Agreement.

(i) Without limiting the right of the Partnership to obtain injunctive relief for any attempted or threatened breach of this Section 2.13, in the event a Partner breaches Section 2.13(c), (d) or (e), then at the election of the General Partner in its sole and absolute discretion the Partnership shall be entitled to seek any other available remedies including, but not limited to, an award of money damages.

Section 2.14 Insurance. The Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall deem reasonable, on behalf of Covered Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Partnership and/or its Subsidiaries regardless of whether the Partnership would have the power or obligation to indemnify such Person against such liability under the provisions of this Agreement. The Partnership may enter into indemnity contracts with Covered Persons and such other Persons as the General Partner shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 2.14, and containing such other procedures regarding indemnification as are appropriate and consistent with this Agreement.

Section 2.15 Representations and Warranties. Each Partner hereby represents and warrants to the others and to the Partnership as follows:

(a) Such Partner has all requisite power to execute, deliver and perform this Agreement; the performance of its obligations hereunder will not result in a breach or a violation of, or a default under, any material agreement or instrument by which such Partner or any of such Partner's properties is bound or any statute, rule, regulation, order or other law to which it is subject, nor require the obtaining of any consent, approval, permit or license from or filing with, any governmental authority or other Person by such Person in connection with the execution, delivery and performance by such Partner of this Agreement.

(b) This Agreement constitutes (assuming its due authorization and execution by the other Partners) such Partner's legal, valid and binding obligation.

(c) Each Limited Partner expressly agrees that the Partners may, subject to the restrictions set forth in Sections 2.12, 2.13, 2.16, 2.18 and 2.19 and, if applicable, any Partner Agreement, regarding Confidential Information, Intellectual Property, non-competition, non-solicitation, non-disparagement, non-interference, devotion of time, short selling and hedging transactions, and compliance with relevant policies and procedures, engage independently or with others, for its or their own accounts and for the accounts of others, in other business ventures and activities of every nature and description whether such ventures are competitive with the business of the Partnership or otherwise, including, without limitation, purchasing, selling or holding investments for the account of any other Person or enterprise or for its or his own account, regardless of whether or not any such investments are also purchased, sold or held for the direct or indirect account of the Partnership. Neither the Partnership nor any Limited Partner shall have any rights or obligations by virtue of this Agreement in and to such independent ventures and activities or the income or profits derived therefrom.

(d) Such Partner understands that (i) the Interests have not been registered under the Securities Act and applicable state securities laws and (ii) the Interests may not be sold, transferred, pledged or otherwise disposed of except in accordance with this Agreement and then only if they are subsequently registered in accordance with the provisions of the Securities Act and applicable state securities laws or registration under the Securities Act or any applicable state securities laws is not required.

(e) Such Partner understands that the Partnership is not obligated to register the Interests for resale under any applicable federal or state securities laws and that the Partnership is not obligated to supply such Partner with information or assistance in complying with any exemption under any applicable federal or state securities laws.

Section 2.16 Devotion of Time. Each Individual Limited Partner agrees to devote substantially all of his business time, skill, energies and attention to his responsibilities to the Och-Ziff Group in a diligent manner at all times prior to his Special Withdrawal or Withdrawal.

Section 2.17 Partnership Property; Partnership Interest. No real or other property of the Partnership shall be deemed to be owned by any Partner individually, but shall be owned by and title shall be vested solely in the Partnership. The Interests of the Partners shall constitute personal property.

Section 2.18 Short Selling and Hedging Transactions. While each Partner (including the Ziff Partner) is a Limited Partner of the Partnership (irrespective of whether or not a Special Withdrawal or Withdrawal has occurred in respect of such Partner) and at all times thereafter (other than with respect to the Ziff Partner), such Partner and its Affiliates shall not, without PMC Approval, directly or indirectly, (a) effect any short sale (as such term is defined in Regulation SHO under the Exchange Act) of Class A Shares or any short sale of any Related Security, or (b) enter into any swap or other transaction, other than a sale (which is not a short sale) of Class A Shares or any Related Security to the extent permitted by this Agreement, that transfers to another, in whole or in part, any of the economic risks, benefits or consequences of ownership of Class A Shares or any Related Security. The foregoing clause (b) is expressly agreed to preclude each Partner and its Affiliates, while such Partner (including the Ziff Partner) is a Limited Partner of the Partnership (irrespective of whether or not a Special Withdrawal or Withdrawal has occurred in respect of such Partner) and at all times thereafter (other than with respect to the Ziff Partner), from engaging in any hedging or other transaction (other than a sale, which is not a short sale, of Class A Shares or any Related Security to the extent permitted by this Agreement) which is designed to or which reasonably could be expected to lead to or result in a transfer of the economic risks, benefits or consequences of ownership of Class A Shares or any Related Security, or a disposition of Class A Shares or any Related Security, even if such transfer or disposition would be made by someone other than such Partner or Affiliate thereof or any Person contracting directly with such Partner or Affiliate.

Section 2.19 Compliance with Policies. Each Individual Limited Partner hereby agrees that he shall comply with all policies and procedures adopted by any member of the Och-Ziff Group or which Limited Partners are required to observe by law, or by any recognized stock exchange, or other regulatory body or authority.

ARTICLE III

INTERESTS AND ADMISSION OF PARTNERS

Section 3.1 Units and other Interests.

(a) General. The Partners, as of the date of the Prior Partnership Agreement, agreed among themselves that: (i) beginning on the date of the Prior Partnership Agreement, Interests in the Partnership shall be designated as "Class A Common Units" ("Class A Common Units"), "Class B Common Units" ("Class B Common Units") and Class C Non-Equity Interests; (ii) except as expressly provided herein, a Class A Common Unit and a Class B Common Unit shall entitle the holder thereof to equal rights under this Agreement; (iii) holders of Class B Common Units may include the Initial General Partner in its capacity as a Limited Partner, which is the holder of all Class B Common Units as of the date hereof; (iv) from and after the date of the Prior Partnership Agreement, the rights and obligations in respect of the Interests of each applicable Original Partner and the Ziff Partner, as originally described in the Initial Partnership Agreement and such Partners' respective Supplementary Agreements, shall be set forth exclusively within this Agreement, as amended and restated herein; and (v) the respective Interests of each applicable Original Partner and the Ziff Partner in the Class A Common Units and the Initial General Partner in its capacity as a Limited Partner in the Class B Common Units shall be as recorded in the books of the Partnership as being owned by such Partner pursuant to this Section 3.1.

(b) Certificated and Uncertificated Units. From time to time, the General Partner may establish other classes or series of Units pursuant to Section 3.2. Units may (but need not, in the sole and absolute discretion of the General Partner) be evidenced by a certificate (a "Certificate of Ownership") in such form as the General Partner may approve in writing in its sole and absolute discretion. The Certificate of Ownership may contain such legends as may be required by law or as may be appropriate to evidence, if approved by the General Partner pursuant to Section 8.1, the pledge of a Partner's Units. Each Certificate of Ownership shall be signed by or on behalf of the General Partner by either manual or facsimile signature. The Certificates of Ownership of the Partnership shall be numbered and registered in the register or transfer books of the Partnership as they are issued. The Partnership or other Transfer Agent shall act as registrar and transfer agent for the purposes of registering the ownership and Transfer of Units. If a Certificate of Ownership is defaced, lost or destroyed it may be replaced on such terms, if any, as to evidence and indemnity as the General Partner determines in its sole and absolute discretion. Notwithstanding the foregoing, Class A Common Units, Class B Common Units and Class D Common Units shall not be evidenced by Certificates of Ownership and a Partner's interest in any such Common Units shall be reflected through appropriate entries in the books and records of the Partnership.

(c) Record Holder. Except to the extent that the Partnership shall have received written notice of a Transfer of Units and such Transfer complies with the applicable requirements of Section 8.1, the Partnership shall be entitled to treat (i) in the case of Units evidenced by Certificates of Ownership, the Person in whose name any Certificates of Ownership stand on the books of the Partnership and (ii) in the case of Units not evidenced by

Certificates of Ownership and Class C Non-Equity Interests, the Person listed in the books of the Partnership as the holder of such Units or Class C Non-Equity Interests, as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Units or Class C Non-Equity Interests on the part of any other Person. The name and business address of each Partner shall be set forth in the books of the Partnership.

(d) Common Unit and Class C Non-Equity Interest Voting Rights. Holders of Common Units (other than Class B Common Units) shall have no voting, consent or approval rights with respect to any matter submitted to holders of Units for their consent or approval, except as set forth in Section 10.2. Holders of Class C Non-Equity Interests shall have no voting, consent or approval rights with respect to any matter.

(e) Automatic Conversion of Class A Common Units. If, as a result of an exchange pursuant to the Exchange Agreement, Och-Ziff or any of its Subsidiaries (excluding any Operating Group Entity and any Subsidiary of an Operating Group Entity) acquires (in any manner) any Class A Common Units, each such Class A Common Unit will automatically convert into one Class B Common Unit, unless otherwise determined or cancelled.

(f) Class D Common Units. Interests in the Partnership shall include classes of Units designated as "Class D Common Units" ("Class D Common Units"). Class D Common Units may be issued in one or more series of such class. Class D Common Units of the first such series shall be designated as "Class D-1 Common Units," with each subsequent series of Class D Common Units to be designated with a consecutive number or as otherwise recorded in the books of the Partnership and the applicable Partner Agreement. The respective Interests in the Class D Common Units of each Individual Limited Partner and his Related Trusts, if any, holding such Class D Common Units (each, a "Class D Limited Partner") shall be as recorded in the books of the Partnership as being owned by such Partners pursuant to this Section 3.1. Except as otherwise set forth in this Agreement or the applicable Partner Agreement, if any, of any Class D Limited Partner, each series of Class D Common Units shall have the same rights, powers and duties, and the rights, powers and duties applicable to Class D Common Units shall be as set forth below and elsewhere in this Agreement:

(i) For purposes of Section 10.2(a), the Class D Common Units shall be treated as Class A Common Units.

(ii) No Class D Limited Partner shall be permitted to exchange any Class D Common Unit pursuant to the Exchange Agreement except to the extent that the General Partner determines that there has been sufficient Appreciation to result in such Class D Common Unit being economically equivalent to one Class A Common Unit consistent with the principles of Treasury Regulation section 1.704-1(b)(2)(iv)(f) and Section 6.1(c) (including with respect to the order of priority set forth therein). Such determination shall be made in writing (A) prior to any sale (including, but not limited to, by merger or otherwise) of Class A Common Units, (B) prior to any exchange of Class A Common Units pursuant to the Exchange Agreement and (C) at any other time as determined by the General Partner in its sole discretion; provided that, in the case of the foregoing clauses (A) and (B), sales or exchanges solely by the Ziff Partner (and no other

Limited Partners) shall not be taken into account. To the extent that the General Partner determines that all Class D Common Units of a Class D Limited Partner, in aggregate, are not fully economically equivalent to Class A Common Units in connection with any determination described in clauses (A), (B) or (C) of the foregoing sentence, the General Partner shall make such determination with respect to as many of such Class D Limited Partner's Class D Common Units as possible and shall continue to make such determinations at the time of each subsequent occurrence of any of the events described in clauses (A), (B) or (C) above. The Partners agree that, if the General Partner determines, in accordance with this Section 3.1(f)(ii), that any Class D Common Unit of a Class D Limited Partner has become economically equivalent to one Class A Common Unit, then such Class D Common Unit will automatically convert into a Class A Common Unit and such Class D Limited Partner shall be a Potential Tag-Along Seller for purposes of Sections 8.5(a) and 8.5(b) with respect to any proposed sale or exchange related to any such determination. The Partners further agree that any Class D Common Units and any Class A Common Units into which such Class D Common Units have converted shall be Company Securities for purposes of any Drag-Along Sale for purposes of Sections 8.6(a), 8.6(b) and 8.6(c) with respect to any proposed sale or exchange related to any such determination.

(iii) Notwithstanding the provisions of Section 3.1(f)(ii) and the final sentence of Section 8.5(b), in circumstances wherein the General Partner shall permit other Limited Partners to participate in (i) a sale of Class A Common Units, or (ii) an exchange of Class A Common Units pursuant to the Exchange Agreement, the General Partner shall allow each Class D Limited Partner and his Related Trusts, if any, to make such Capital Contributions to the Partnership as would enable the relevant number of Class D Common Units of such Class D Limited Partner and his Related Trusts, if any, to become economically equivalent to Class A Common Units, in which case each such Class D Common Unit will automatically convert into a Class A Common Unit and such Class D Limited Partner and his Related Trusts, if any, will then be permitted to participate in such sale or exchange.

(iv) If any Class D Limited Partner does not participate in any sale or exchange of Common Units by the other Limited Partners occurring within two years after the applicable Issue Date of such Class D Limited Partner's Class D Common Units and in which such Class D Limited Partner would have been entitled to participate in accordance with Sections 3.1(f)(ii) or 3.1(f)(iii), then, following the end of such two-year period, such Class D Limited Partner shall, subject to the satisfaction of the conditions set forth in Sections 3.1(f)(ii) or 3.1(f)(iii), be entitled to exchange the number of vested Common Units equal to such Class D Limited Partner's pro rata share of the total number of vested Common Units that all Individual Limited Partners and their Related Trusts were entitled to Transfer in such sale or exchange, provided that if such sale or exchange of Common Units by the other Limited Partners occurred in connection with a Tag-Along Sale, all unvested Common Units shall be treated as vested Common Units for purposes of this Section 3.1(f)(iv).

(v) Each Class D Limited Partner that is an Individual Limited Partner shall be issued one Class B Share in respect of any additional complete Partnership Unit owned by him and his Related Trusts, if any, with each such Class B Share to be issued to such Class D Limited Partner on the same date as the conversion of the relevant partnership unit(s) in the relevant Operating Group Entity(ies) that gives rise to such Class D Limited Partner's entitlement to such Class B Share. Simultaneously with the first such issuance to such Class D Limited Partner of Class B Shares, such Class B Limited Partner shall be joined to the Class B Shareholders Agreement. For the purposes of this Section 3.1(f)(v), a "Partnership Unit" shall mean the ownership of one Class A Common Unit in each of the three Operating Group Entities.

(g) Adjustments to Class D Common Units. The General Partner shall maintain a one-to-one correspondence between each Class D Common Unit and each Class A Common Unit into which each such Class D Common Unit may convert, and may make equitable adjustments to the Class D Common Units to take into account changes in the number of Common Units, reclassifications, recapitalizations and similar factors provided that such adjustments are consistent with the intent of Section 6.1(c) and the other relevant provisions of this Agreement; provided, however, that no such equitable adjustment may adversely affect the Class D Common Units' rights to the allocations and distributions set forth in this Agreement and any applicable Partner Agreement.

(h) Reallocations of Common Units. In the event of any reallocation of Common Units to the Continuing Partners, the General Partner shall determine in its sole discretion the class and series of Common Units to which each such Common Unit shall belong upon its reallocation, notwithstanding anything to the contrary in any Partner Agreement entered into prior to the date hereof.

Section 3.2 Issuance of Additional Units and other Interests.

(a) Additional Units. The General Partner may from time to time in its sole and absolute discretion admit any Person as an additional Limited Partner of the Partnership (each such Person, if so admitted, an "Additional Limited Partner" and, collectively, the "Additional Limited Partners"). A Person shall be deemed admitted as a Limited Partner at the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner in the books of the Partnership. Each Substitute Limited Partner shall be deemed an Additional Limited Partner whose admission as an Additional Limited Partner has been approved in writing by the General Partner for all purposes hereunder. Subject to the satisfaction of the foregoing requirements and Sections 4.1(c) and 10.2(b), the General Partner is hereby expressly authorized to cause the Partnership to issue additional Units for such consideration and on such terms and conditions, and to such Persons, including the General Partner, any Limited Partner or any of their Affiliates, as shall be established by the General Partner in its sole and absolute discretion, in each case without the approval of any other Partner or any other Person. Without limiting the foregoing, but subject to Sections 4.1(c) and 10.2(b), the General Partner is expressly authorized to cause the Partnership to issue Units (A) upon the conversion, redemption or exchange of any debt or other securities issued by the Partnership, (B) for less than fair market value or no consideration, so long as the General Partner concludes that

such issuance is in the best interests of the Partnership and its Partners, and (C) in connection with the merger of any other Person into the Partnership if the applicable merger agreement provides that Persons are to receive Units in exchange for their interests in the Person merging into the Partnership. The General Partner is hereby expressly authorized to take any action, including without limitation amending this Agreement without the approval of any other Partner, to reflect any issuance of additional Units. Subject to Sections 4.1(c) and 10.2(b), additional Units may be Class A Common Units, Class B Common Units or other Units.

(b) Unit Designations. Subject to Section 10.2(b), any additional Units may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties (including, without limitation, rights, powers and duties that may be senior or otherwise entitled to preference over existing Units) as shall be determined by the General Partner, in its sole and absolute discretion without the approval of any Limited Partner or any other Person, and set forth in a written document thereafter attached to and made an exhibit to this Agreement, which exhibit shall be an amendment to this Agreement and shall be incorporated herein by this reference (each, a "Unit Designation").

(c) Unit Rights. Without limiting the generality of the foregoing, but subject to Sections 4.1(c) and 10.2(b), in respect of additional Units the General Partner shall have authority to specify (i) the allocations of items of Partnership income, gain, loss, deduction and credit to holders of each such class or series of Units; (ii) the right of holders of each such class or series of Units to share (on a *pari passu*, junior or preferred basis) in Partnership distributions; (iii) the rights of holders of each such class or series of Units upon dissolution and liquidation of the Partnership; (iv) the voting rights, if any, of holders of each such class or series of Units; and (v) the conversion, redemption or exchange rights applicable to each such class or series of Units. The total number of Units that may be created and issued pursuant to this Section 3.2 is not limited.

(d) Class C Non-Equity Interests. Class C Non-Equity Interests may only be issued to a Limited Partner as consideration for the provision of services to the Partnership in the form of future allocations of Net Income to such Limited Partner. No Partner may, under any circumstances, Transfer any Class C Non-Equity Interests, and any purported Transfer of Class C Non-Equity Interests shall be null and void and of no force and effect. Holders of Class C Non-Equity Interests shall have no right to receive any allocations thereon, and allocations, if any, made thereon to such Limited Partner need not be made in proportion to the number of Common Units or other Units held by such Limited Partner. Holders of Class C Non-Equity Interests shall have only the limited rights expressly set forth in this Agreement. The Partnership or other Transfer Agent shall act as registrar and transfer agent for the purposes of registering the ownership of Class C Non-Equity Interests.

(e) Additional Limited Partners. Subject to the other terms of this Agreement, including Section 10.2(b), the rights and obligations of an Additional Limited Partner to which Units are issued shall be set forth in such Additional Limited Partner's Partner Agreement, the Unit Designation relating to the Units issued to such Additional Limited Partner or a written document thereafter attached to and made an exhibit to this Agreement, which

exhibit shall be an amendment to this Agreement (but shall not require the approval of any Limited Partner) and shall be incorporated herein by this reference. Such rights and obligations may include, without limitation, provisions describing the vesting of the Units issued to such Additional Limited Partner and the reallocation of such Units or other consequences of the Withdrawal of such Additional Limited Partner other than due to a breach of any of the covenants in Section 2.13(b) or, if applicable, any of those provided in such Additional Limited Partner's Partner Agreement.

ARTICLE IV

VOTING AND MANAGEMENT

Section 4.1 General Partner: Power and Authority.

(a) The business and affairs of the Partnership shall be managed exclusively by the General Partner; provided, however, that the General Partner may delegate such power and authority to the Partner Management Committee (or its Chairman), the Partner Performance Committee (or its Chairman) or such other committee (or its chairman) as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or in a resolution duly adopted by the General Partner. Initially the General Partner has delegated certain power and authority to the Partner Management Committee and the Partner Performance Committee, as set forth elsewhere in this Agreement. The General Partner shall have the power and authority, on behalf of and in the name of the Partnership, to carry out any and all of the objects and purposes and exercise any and all of the powers of the Partnership and to perform all acts which it may deem necessary or advisable in connection therewith. Such acts include, but are not limited to, the approval of a merger or consolidation involving the Partnership, or of the conversion, transfer, domestication or continuance of the Partnership, or of the compromise of any obligation of a Partner to make a contribution or return money or other property to the Partnership, to the fullest extent permitted by applicable law, by the General Partner without the consent or approval of any of the other Partners. Appraisal rights permitted under Section 17-212 of the Act shall not apply or be incorporated into this Agreement, and no Partner or assignee of an Interest shall have any of the dissenter or appraisal rights described therein. The Limited Partners, in their capacity as limited partners (and not as officers of the General Partner or members of any committee established by the General Partner), shall have no part in the management of the Partnership and shall have no authority or right to act on behalf of or bind the Partnership in connection with any matter. The Partners agree that all determinations, decisions and actions made or taken by the General Partner, the Partner Management Committee (or its Chairman) or the Partner Performance Committee (or its Chairman) in accordance with this Agreement shall be conclusive and absolutely binding upon the Partnership, the Partners and their respective successors, assigns and personal representatives.

(b) Limited Partners holding a majority of the outstanding Class B Common Units shall have the right to remove the General Partner at any time, with or without

cause. Upon the withdrawal or removal of the General Partner, Limited Partners holding a majority of the outstanding Class B Common Units shall have the right to appoint a successor General Partner; provided, however, that any successor General Partner must be a direct or indirect wholly owned Subsidiary of Och-Ziff. Any Person appointed as a successor General Partner by the Limited Partners holding a majority of the outstanding Class B Common Units shall become a successor General Partner for all purposes herein, and shall be vested with the powers and rights of the transferring General Partner, and shall be liable for all obligations of the General Partner arising from and after such date, and shall be responsible for all duties of the General Partner, once such Person has executed such instruments as may be necessary to effectuate its admission and to confirm its agreement to be bound by all the terms and provisions of this Agreement in its capacity as the General Partner.

(c) In order to protect the economic and legal rights of the Original Partners set forth in this Agreement and the Exchange Agreement, unless the General Partner has received PMC Approval, (i) the General Partner shall not take any action, and shall not permit any Subsidiary of the Partnership to take any action, that is prohibited under Section 2.9 of the Och-Ziff LLC Agreement and (ii) the General Partner shall cause the Partnership and its Subsidiaries to comply with the provisions of Section 2.9 of the Och-Ziff LLC Agreement.

(d) The General Partner may, from time to time, employ any Person or engage third parties to render services to the Partnership on such terms and for such compensation as the General Partner may determine in its sole and absolute discretion, including, without limitation, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be Affiliates of the General Partner or of one or more of the Limited Partners. Persons retained, engaged or employed by the Partnership may also be engaged, retained or employed by and act on behalf of any Partner or any of their respective Affiliates.

Section 4.2 Partner Management Committee.

(a) Establishment. The General Partner hereby establishes a partner management committee (the "Partner Management Committee"), initially consisting of Daniel S. Och, David Windreich, Joel Frank, Michael Cohen, Zoltan Varga, Harold Kelly and James-Keith Brown, with Daniel S. Och serving as its Chairman, until its membership is changed in accordance with Section 4.2(b). The Partner Management Committee shall have the powers and responsibilities described in Section 4.2(d).

(b) Membership. Each member of the Partner Management Committee shall serve until such member's Special Withdrawal, Withdrawal, death, Disability or, other than with respect to Daniel S. Och, removal by a majority vote of the other members of the Partner Management Committee. The Chairman, or, if there is no Chairman, a majority of the Partner Management Committee, may appoint a new member of the Partner Management Committee at any time. Upon Mr. Och's Withdrawal, death or Disability, the remaining members of the Partner Management Committee shall act by majority vote to either (1) replace Mr. Och with a Limited Partner to serve as Chairman, until such Limited Partner's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members

of the Partner Management Committee or (2) reduce the size of the committee to the remaining members (in which case, there shall be no Chairman of the Partner Management Committee). Upon a reconstitution as provided in clause (1) above, the Partner Management Committee shall have the rights of reconstitution described in the previous sentence in the event of the new Chairman's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Management Committee. Upon the Special Withdrawal, Withdrawal, death, Disability or removal of any of the members of the Partner Management Committee other than the Chairman, the remaining members of the Partner Management Committee shall act by majority vote to fill such vacancy.

(c) Procedure. Meetings of the Partner Management Committee shall be held at such time, at such place and in such manner as the Chairman shall determine (or, in the case of there being no Chairman, at such times as a majority of the other members of the Partner Management Committee request). When the Partner Management Committee acts by full committee, each member shall have one vote. The Chairman of the Partner Management Committee shall have the ability to take action unilaterally as expressly set forth in this Agreement. Where the Chairman acts unilaterally, no meeting need be held. Members of the Partner Management Committee may participate in a meeting of the Partner Management Committee by means of telephone, video conferencing or other communications technology by means of which all Persons participating in the meeting can hear and be heard. Any member of the Partner Management Committee who is unable to attend a meeting of the Partner Management Committee may grant in writing to another member of the Partner Management Committee such member's proxy to vote on any matter upon which action is to be taken at such meeting. No meeting may be held without the attendance of a majority of the members of the Partner Management Committee, including the Chairman (if any). Any decision or action that may be approved by a vote of the Partner Management Committee in a meeting held in accordance with this Section 4.2 shall be equally valid if approved, without a meeting being held, by the written consent of members of the Partner Management Committee who could together have approved such decision or action by their votes at a meeting. The Partner Management Committee shall conduct its business by such other procedures as approved in writing by a majority of its members including the Chairman.

(d) Powers and Responsibilities. The powers and responsibilities of the Partner Management Committee and its Chairman individually shall be limited to those powers and responsibilities set forth expressly in this Agreement (including, without limitation, in Sections 4.1, 4.2, 7.1, 8.1, 8.3, 8.4 and 10.2), and to the reconstitution of the Class B Shareholder Committee (by majority vote of the Partner Management Committee) pursuant to the Class B Shareholders Agreement; provided, however, that the General Partner may delegate in writing such further power and responsibilities to the Partner Management Committee or its Chairman as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or a resolution duly adopted by the General Partner.

Section 4.3 Partner Performance Committee.

(a) Establishment. The General Partner hereby establishes a partner performance committee (the "Partner Performance Committee"), initially consisting of Daniel S. Och, David Windreich, Joel Frank, Michael Cohen, Zoltan Varga and Harold Kelly, with Daniel S. Och serving as its Chairman, until its membership is changed in accordance with Section 4.3(b). The Partner Performance Committee shall have the powers and responsibilities described in Section 4.3(d).

(b) Membership. Each member of the Partner Performance Committee shall serve until such member's Special Withdrawal, Withdrawal, death, Disability or, other than with respect to Daniel S. Och, removal by a majority vote of the other members of the Partner Performance Committee. Upon Mr. Och's Withdrawal, death or Disability, the remaining members of the Partner Performance Committee shall act by majority vote to (i) replace Mr. Och with a Limited Partner until such Limited Partner's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Performance Committee and (ii) determine whether such Limited Partner shall serve as Chairman of the Partner Performance Committee. The Partner Performance Committee shall have the rights of reconstitution described in the foregoing sentence in the event of the new Chairman's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Performance Committee. Upon the Special Withdrawal, Withdrawal, death, Disability or removal of any of the members of the Partner Performance Committee other than the Chairman, the remaining members of the Partner Performance Committee shall act by majority vote to fill such vacancy.

(c) Procedure. Meetings of the Partner Performance Committee shall be held at such time, at such place and in such manner as the Chairman shall determine (or, in the case of there being no Chairman, at such times as a majority of the other members of the Partner Performance Committee request). When the Partner Performance Committee acts by full committee, each member shall have one vote and the vote of Daniel S. Och shall break any deadlock. The Chairman of the Partner Performance Committee shall have the ability to take action as expressly set forth in this Agreement. Where the Chairman acts unilaterally, no meeting need be held. Members of the Partner Performance Committee may participate in a meeting of the Partner Performance Committee by means of telephone, video conferencing or other communications technology by means of which all Persons participating in the meeting can hear and be heard. Any member of the Partner Performance Committee who is unable to attend a meeting of the Partner Performance Committee may grant in writing to another member of the Partner Performance Committee such member's proxy to vote on any matter upon which action is to be taken at such meeting. No meeting may be held without the attendance of a majority of the members of the Partner Performance Committee, including the Chairman (if any). Any decision or action that may be approved by a vote of the Partner Performance Committee in a meeting held in accordance with this Section 4.3 shall be equally valid if approved, without a meeting being held, by the written consent of members of the Partner Performance Committee who could together have approved such decision or action by their votes at a meeting. The Partner Performance Committee shall conduct its business by such other procedures as approved in writing by a majority of its members including the Chairman.

(d) Powers and Responsibilities. The powers and responsibilities of the Partner Performance Committee and its Chairman individually shall be limited to those powers and responsibilities set forth expressly elsewhere in this Agreement (including, without limitation, in Sections 4.1, 4.3 and 8.3); provided, however, that the General Partner may delegate in writing such further power and responsibilities to the Partner Performance Committee or its Chairman as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or a resolution duly adopted by the General Partner.

Section 4.4 Books and Records; Accounting. The General Partner shall have responsibility for the day-to-day management and general oversight of the accounting and finance function of the Partnership and shall keep at the principal office of the Partnership (or at such other place as the General Partner shall determine) true and complete books and records regarding the status of the business and financial condition and results of operations of the Partnership. The books and records of the Partnership shall be kept in accordance with the federal income tax accounting methods and rules determined by the General Partner, which methods and rules shall reflect all transactions of the Partnership and shall be appropriate and adequate for the business of the Partnership.

Section 4.5 Expenses. Except as otherwise provided in this Agreement, the Partnership shall be responsible for and shall pay out of funds of the Partnership determined by the General Partner to be available for such purpose, all expenses and obligations of the Partnership, including, without limitation, those incurred by the Partnership or the General Partner or their Affiliates, or the Partner Management Committee or the Partner Performance Committee in connection with the formation, conversion, operation or management of the Partnership and the business conducted by the Partnership, in organizing the Partnership and preparing, negotiating, executing, delivering, amending and modifying this Agreement.

Section 4.6 Partnership Tax and Information Returns.

(a) The Partnership shall use commercially reasonable efforts to timely file all returns of the Partnership that are required for U.S. federal, state and local income tax purposes. The Tax Matters Partner shall use commercially reasonable efforts to furnish to all Partners necessary tax information as promptly as possible after the end of the Fiscal Year; provided, however, that delivery of such tax information may be subject to delay as a result of the late receipt of any necessary tax information from an entity in which the Partnership holds a direct or indirect interest. Each Partner agrees to file all U.S. federal, state and local tax returns required to be filed by it in a manner consistent with the information provided to it by the Partnership. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal, state and local income tax purposes.

(b) Except as otherwise provided herein, the General Partner, in its sole and absolute discretion, shall determine whether the Partnership should make any elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions.

(c) The General Partner shall designate one Partner as the Tax Matters Partner (as defined in the Code). The Tax Matters Partner shall be the General Partner until the General Partner designates another Partner in writing. The Tax Matters Partner is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

(d) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to assist or cause the Partnership or any of its Subsidiaries to comply with any withholding requirements established under the Code or any other federal, state, local or foreign law including, without limitation, pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold or otherwise pays over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including, without limitation, by reason of Section 1446 of the Code), the General Partner may, in its sole and absolute discretion, treat the amount withheld as a distribution of cash pursuant to Section 7.1 or Article IX in the amount of such withholding from or with respect to such Partner or the amount paid over as an expense to be borne by the Partners generally.

(e) Partnership Division. In a series of transactions that comprised an "assets over" partnership division described in Treasury Regulation Section 1.708-1(d), the Partnership succeeded to certain assets of OZ Management LP, including goodwill and other intangible assets. In that partnership division, the Partnership was the "recipient partnership" and OZ Management LP was the "prior partnership"/"divided partnership." The Partnership will file its federal, state, and local tax returns consistent with that characterization. Terms in quotations in this Section 4.6(e) have the meanings given thereto in Treasury Regulation Sections 1.708-1(d)(3) and (d)(4).

ARTICLE V

CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 5.1 Capital Contributions.

(a) Limited Partners may make Capital Contributions at such times and in such amounts as shall be determined by the General Partner in its sole and absolute discretion; provided, however, that (i) no Original Related Trust or Subsequent Related Trust shall be obligated to make Capital Contributions pursuant to this Section 5.1(a) and (ii) no other Related Trust shall be obligated to make Capital Contributions pursuant to this Section 5.1(a) unless otherwise determined by the General Partner.

(b) In the event that the Partnership is required at any time to return any distribution it has received from any fund or investment vehicle or other entity, each Partner who was a Partner at the time such distribution was distributed by the Partnership and who received a portion of such distribution agrees to make a Capital Contribution in proportion to its Percentage Interest at the time of such distribution to enable the Partnership to return such distribution.

Section 5.2 Capital Accounts.

(a) The General Partner shall maintain, for each Partner owning Units or Class C Non-Equity Interests, a separate Capital Account with respect to such Partner in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to any such Units or Class C Non-Equity Interests pursuant to this Agreement and (ii) all items of Partnership income and gain (including, without limitation, income and gain exempt from tax) computed in accordance with Section 5.2(b) and allocated with respect to any such Units and Class C Non-Equity Interests pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to any such Units and Class C Non-Equity Interests pursuant to this Agreement and (y) all items of Partnership deduction and loss computed in accordance with Section 5.2(b) and allocated with respect to any such Units pursuant to Section 6.1. Except as otherwise indicated in this Agreement, the foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulation.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction, which is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including, without limitation, any method of depreciation, cost recovery or amortization used for that purpose); provided, however, that:

(i) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(ii) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(iii) The Capital Account balance of each Partner and the Carrying Value of all Partnership Property shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(f) to reflect the Partner's allocable share (as determined under Article IV) of the items of Net Income or Net Loss that would be realized by the Partnership if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on (a) the date of the acquisition of any additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the date of the distribution of more than a de minimis amount of Partnership assets to a Partner; (c) the date any interest in the Partnership is relinquished to the Partnership; or (d) any other date specified in the Treasury Regulations or as otherwise determined by the General Partner; provided, however, that adjustments pursuant to clauses (a), (b) (c) and (d) above shall be made only if the General Partner, in its sole and absolute discretion, determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners.

(c) A transferee of Units shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Units so Transferred, unless otherwise determined by the General Partner.

(d) Notwithstanding anything expressed or implied to the contrary in this Agreement, no Partner shall have the right to request, demand, or receive any distribution in respect of such Partner's Capital Account from the Partnership (other than as expressly provided in Article VII or Article IX).

Section 5.3 Determinations by General Partner. Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the General Partner shall determine, in its sole and absolute discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the Partners, the General Partner may make such modification.

ARTICLE VI

ALLOCATIONS

Section 6.1 Allocations for Capital Account Purposes. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.2(b)) shall be allocated among the Partners in each taxable year (or portion thereof) as provided herein below.

(a) Net Income. Subject to the terms of any Unit Designation and Section 6.1(c), after giving effect to the special allocations set forth in Section 6.1(d), Net Income for each taxable year and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable year shall be allocated to the Partners: first, with respect to Partners that have Class C Non-Equity Interests, in amounts, if any, as determined by Class C Approval in respect of each such Partner for such taxable year and, second, in accordance with the respective Percentage Interests of the Partners.

(b) Net Loss. Subject to the terms of any Unit Designation and Section 6.1(c), after giving effect to the special allocations set forth in Section 6.1(d), Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests; provided, however, that to the extent any allocation of Net Loss would cause any Partner to have a deficit balance in its Adjusted Capital Account at the end of such taxable year (or increase any existing deficit balance in its Adjusted Capital Account), such allocation of Net Loss shall be reallocated among the other Partners in accordance with their respective Percentage Interests.

(c) Net Income or Loss upon Sale. Notwithstanding any other provision of this Agreement to the contrary (subject to the terms of any Unit Designation, and after giving effect to the special allocations set forth in Section 6.1(d)):

(i) items of Net Income realized in connection with a Sale shall be specially allocated in the following order:

(A) first, pro rata among the Partners holding Units ("Pre-Existing Units") that were outstanding immediately prior to the date of issuance (the "Issue Date") of the first series of Class D Common Units in accordance with the number of such Pre-Existing Units until the aggregate amount so allocated to such Pre-Existing Units equals the difference between the fair market value of the Partnership immediately prior to such Issue Date and the aggregate Economic Capital Account Balances of Pre-Existing Units immediately prior to such Issue Date; provided that the principles of this Section 6.1(c)(i)(A) shall be applied with respect to each subsequent series of Class D Common Units so as to include Units that have been allocated their full Priority Allocation under Section 6.1(c)(i)(B) as Pre-Existing Units and to take into account the difference between the fair market value of the Partnership and the aggregate Economic Capital Account Balances of Pre-Existing Units immediately prior to issuance of such subsequent series (or, to the extent determined by the General Partner in its sole discretion with respect to the Existing Class D Common Units, to take into account the Existing Value);

(B) second, to the Class D Limited Partners, provided that such allocations shall be made: (i) so that each series of Class D Common Units issued on any date receives such allocations of Net Income in an aggregate amount equal to the Priority Allocation with respect to such series of Class D Common Units prior to any such allocations being made to any series of Class D Common Units

that were issued on a subsequent date; (ii) pro rata among all such Limited Partners with respect to their Class D Common Units that were issued on the same date in accordance with the Priority Allocations of such Class D Common Units; and (iii) such that no such Class D Limited Partner shall receive aggregate allocations of Net Income under this Section 6.1(c)(i)(B) that would exceed such Class D Limited Partner's Appreciation with respect to his Class D Common Units; and

(C) thereafter, pro rata among the Partners in accordance with their respective Percentage Interests; and

(ii) items of Net Loss realized in connection with such Sale shall be specially allocated in the following order:

(A) first, pro rata among the Partners receiving prior allocations of Net Income under Section 6.1(c)(i)(A), to the extent of such prior allocations of Net Income; and

(B) thereafter, as determined by the General Partner in a manner consistent with the intent of this Section 6.1(c), which is to make the Economic Capital Account Balance associated with each Class D Common Unit economically equivalent to the Economic Capital Account Balance associated with a Class A Common Unit, but only to the extent that the Partnership has recognized cumulative net gains with respect to its assets since the issuance of the relevant Class D Common Unit (or, to the extent determined by the General Partner in its sole discretion with respect to any Existing Class D Common Unit, since the date hereof).

(d) Special Allocations. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(iii) and 6.1(d)(vi)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Partner Nonrecourse Debt Minimum Gain. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d), other than Section 6.1(d)(i) and other than an allocation pursuant to Section 6.1(d)(v) and 6.1(d)(vi), with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible unless such deficit balance is otherwise eliminated pursuant to Section 6.1(d)(i) or (ii). This Section 6.1(d)(iii) is intended to qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Gross Income Allocations. In the event any Partner has a deficit balance in its Capital Account at the end of any Partnership taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vi) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(vii) Nonrecourse Liabilities. Nonrecourse Liabilities of the Partnership described in Treasury Regulation Section 1.752-3(a)(3) shall be allocated among the Partners in the manner chosen by the General Partner and consistent with such Treasury Regulation.

(viii) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(ix) Curative Allocation. The Required Allocations are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Required Allocations shall be offset either with other Required Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 6.1(d)(ix). Therefore, notwithstanding any other provision of this Article VI (other than the Required Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Required Allocations were not part of this Agreement and all Partnership items were allocated pursuant to the economic agreement among the Partners.

(x) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(ix) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(ix) among the Partners in a manner that is likely to minimize such economic distortions.

(xi) The Partnership shall specially allocate an amount of gross income equal to the Expense Amount to the General Partner.

Section 6.2 Allocations for Tax Purposes.

(a) Except as otherwise provided herein, each item of income, gain, loss and deduction shall be allocated, for U.S. federal income tax purposes, among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or an Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners as follows:

(i) (A) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Partners in the manner provided under Section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution; and (B) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(ii) (A) In the case of an Adjusted Property, such items attributable thereto shall (1) first, be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code to take into account the Book-Tax Disparity of such property, and (2) second, in the event such property was originally a Contributed Property, be allocated among the Partners in a manner consistent with Section 6.2(b)(i)(A); and (B) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(iii) The General Partner may cause the Partnership to eliminate Book-Tax Disparities using any method or methods described in Treasury Regulation Section 1.704-3 or that it determines is appropriate, in its sole and absolute discretion.

(c) For the proper administration of the Partnership, the General Partner, as it determines in its sole and absolute discretion is necessary or appropriate to execute the provisions of this Agreement and to comply with U.S. federal, state and local tax law, may (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations for federal income tax purposes of income (including, without limitation, gross income) or deductions; (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Units (or any class or classes thereof); and (iv) adopt and employ methods for (A) the maintenance of Capital Accounts for book and tax purposes, (B) the

determination and allocation of adjustments under Sections 704(c), 734 and 743 of the Code, (C) the determination and allocation of taxable income, tax loss and items thereof under this Agreement and pursuant to the Code, (D) the determination of the identities and tax classification of holders of Units, (E) the provision of tax information and reports to the holders of Units, (F) the adoption of reasonable conventions and methods for the valuation of assets and the determination of tax basis, (G) the allocation of asset values and tax basis, (H) the adoption and maintenance of accounting methods, (I) the recognition of the Transfer of Units and (J) tax compliance and other tax-related requirements, including without limitation, the use of computer software.

(d) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner in its sole and absolute discretion) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(e) For purposes of determining the items of Partnership income, gain, loss, deduction, or credit allocable to any Partner with respect to any period, such items shall be determined on a daily, monthly, quarterly or other basis, as determined by the General Partner in its sole and absolute discretion using any permissible method under Code Section 706 and the Regulations thereunder.

ARTICLE VII

DISTRIBUTIONS

Section 7.1 Distributions.

(a) No Partner shall have the right to withdraw capital or demand or receive distributions or other returns of any amount in his Capital Account, except as expressly provided in this Article VII or Article IX.

(b) Subject to the terms of any Unit Designation, distributions in respect of Units shall be made to the Partners in the following order:

(i) First, Tax Distributions shall be made pursuant to Section 7.3;

(ii) Second, an Expense Amount Distribution shall be made pursuant to Section 7.4.

(iii) Third, distributions, if any, shall be made to the relevant Limited Partners in respect of Class C Non-Equity Interests as and when determined by Class C Approval.

(iv) Fourth, distributions shall be made as and when determined by the General Partner, in its sole and absolute discretion, in respect of any amounts allocated to a Partner's Capital Account pursuant to Section 5.3.

(v) Fifth, distributions shall be made as and when determined by the General Partner in its sole and absolute discretion in accordance with the Partners' respective Percentage Interests.

(vi) Notwithstanding the foregoing, (A) the General Partner may, with the consent of the affected Partner, delay distribution of any amounts otherwise distributable to any Partner under this Section 7.1, and (B) in the event of the Partnership selling or otherwise disposing of substantially all of its assets or a dissolution of the Partnership, all distributions shall be made in accordance with Section 9.4.

Section 7.2 Distributions in Kind. The General Partner may cause the Partnership to make distributions of assets in kind in its sole and absolute discretion. Whenever the distributions provided for in Section 7.1 shall be distributable in property other than cash, the value of such distribution shall be the fair market value of such property determined by the General Partner in good faith, and in the event of such a distribution there shall be allocated to the Partners in accordance with Article VI the amount of Net Income or Net Loss that would result if the distributed asset had been sold for an amount in cash equal to its fair market value at the time of the distribution. No Partner shall have the right to demand that the Partnership distribute any assets in kind to such Partner.

Section 7.3 Tax Distributions. Subject to §17-607 of the Act, and unless determined otherwise by the General Partner in its sole discretion, the Partnership shall make distributions to each Partner for each calendar quarter ending after the date hereof as follows (collectively, the "Tax Distributions"):

(a) On or before the 10th day following the end of the First Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the First Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(b) On or before the 10th day following the end of the Second Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Second Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(c) On or before the 10th day following the end of the Third Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Third Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(d) On or before the 10th day following the end of the Fourth Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Fourth Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year; and

(e) Tax Distributions shall be made on the basis of a calendar year regardless of the Fiscal Year used by the Partnership. To the extent the General Partner determines in its sole and absolute discretion that the distributions made under the foregoing subsections (a) through (d) are insufficient to satisfy the Partners' Presumed Tax Liability for the applicable calendar year, on or before the April 10th immediately following the applicable calendar year, an amount that the General Partner determines in its reasonable discretion will be sufficient to allow each Partner to satisfy his Presumed Tax Liability for the applicable calendar year, after taking into account all Prior Distributions made to the Partners with respect to the applicable calendar year, excluding any Tax Distribution with respect to a previous calendar year.

(f) Notwithstanding any other provision of this Agreement, other than Section 7.3(g), Tax Distributions shall be made: (i) to all Partners pro rata in accordance with their Percentage Interests; and (ii) as if each distributee Partner was allocated an amount of income in each Quarterly Period in respect of such Partner's Units equal to the product of (x) the highest amount of income allocated to any Partner with respect to his Units, calculated on a per-Unit basis, taking into account any income allocations pursuant to Section 6.2 hereof and disregarding any adjustment required by Section 734 or Section 743 of the Code, multiplied by (y) the amount of Units held by such distributee Partner.

(g) Subject to the limitations set forth in this Section 7.3, the Partnership shall make distributions in respect of the tax liability of a Partner arising from the allocation of any items hereunder to Class C Non-Equity Interests applying principles similar to the principles for determining Tax Distributions and Presumed Tax Liability, and amounts so allocated, determined or distributed with respect to Class C Non-Equity Interests of a Partner shall not be taken into account in determining any Tax Distributions in respect of Units.

Section 7.4 Expense Amount Distributions. The Partnership shall distribute any Expense Amount to the General Partner at such times as the General Partner shall determine in its sole discretion (an "Expense Amount Distribution").

Section 7.5 Borrowing. Subject to Section 17-607 of the Act, the Partnership may borrow funds in order to make the Tax Distributions or Expense Amount Distributions.

Section 7.6 Restrictions on Distributions. The foregoing provisions of this Article VII to the contrary notwithstanding, no distribution shall be made: (a) if such distribution would violate any contract or agreement to which the Partnership is then a party or any law, rule, regulation, order or directive of any governmental authority then applicable to the Partnership; (b) to the extent that the General Partner, in its sole and absolute discretion, determines that any amount otherwise distributable should be retained by the Partnership to pay, or to establish a reserve for the payment of, any liability or obligation of the Partnership, whether liquidated,

fixed, contingent or otherwise; or (c) to the extent that the General Partner, in its sole and absolute discretion, determines that the cash available to the Partnership is insufficient to permit such distribution.

ARTICLE VIII

TRANSFER OR ASSIGNMENT OF INTEREST; CESSATION OF PARTNER STATUS

Section 8.1 Transfer and Assignment of Interest.

(a) OZ Limited Partners. Notwithstanding anything to the contrary herein, Transfers of Common Units may only be made by OZ Limited Partners (x) in accordance with the other provisions of this Article VIII (including, without limitation, the vesting provisions in Section 8.4, except as expressly set forth in this Section 8.1(a) in respect of Transfers by Original Related Trusts), and (y) subject to Section 2.13(g). During the Restricted Period, no OZ Limited Partner shall be permitted to Transfer Common Units unless, following the date of such Transfer, the relevant Individual Limited Partner and its Related Trusts continue to hold in the aggregate at least 25% of the Common Units of such Partners that have vested on or before the date of such Transfer, without regard to dispositions (such requirements, the "Minimum Retained Ownership Requirements"). An OZ Limited Partner may not Transfer all or any of such Partner's Units without the prior written approval of the General Partner, which approval may be granted or withheld, with or without reason, in the General Partner's sole and absolute discretion; provided, however, that, without the prior written approval of the General Partner, (i) an Original Related Trust may Transfer its Interest (including any unvested Units) in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust (provided, however, that such Subsequent Related Trust remains subject to the same vesting requirements in accordance with Section 8.4 as the transferring Original Related Trust had been before its Withdrawal), (ii) the Related Trust of any Individual Limited Partner may, at any time, subject to Section 2.13(g), Transfer such Related Trust's Common Units (including any unvested Units) to such Individual Limited Partner as authorized by the terms of the relevant trust agreement (provided, however, that such Individual Limited Partner remains subject to the same vesting requirements in accordance with Section 8.4 as the transferring Related Trust had been before the Transfer), and (iii) any OZ Limited Partner may, at any time, subject to the Minimum Retained Ownership Requirements and Section 2.13(g), and provided further that the relevant Units have vested in accordance with Section 8.4 (other than in the case of any unvested Tag-Along Securities or unvested Drag-Along Securities), (A) Transfer any of such Partner's Units in accordance with the Exchange Agreement, (B) Transfer any of such Partner's Units to a Permitted Transferee of such Partner with PMC Approval, which PMC Approval may not be unreasonably withheld, (C) Transfer the Common Units (including all distributions thereon that would otherwise be received after the relevant date of Withdrawal) received by such Partner pursuant to Sections 2.13(g) and 8.3(a) to the extent permitted thereby, (D) Transfer by operation of law upon the death of an Individual Limited Partner or (E) Transfer any of such Partner's Units to the extent permitted or required by Section 8.5 or 8.6. In addition, subject to Section 2.13(g) and the Minimum Retained Ownership Requirements, with prior PMC Approval, each OZ Limited Partner and such OZ Limited Partner's Permitted Transferees may Transfer Units that have vested in accordance with applicable securities laws. The foregoing restrictions on

Transfer and the Minimum Retained Ownership Requirements may be waived at any time with PMC Approval. A Limited Partner shall cease to be a Partner if, following a Transfer, he no longer has any Interest in the Partnership. An Original Related Trust shall cease to be a Partner, without the prior written consent of the General Partner, following the Transfer of such Original Related Trust's Interest in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust.

(b) The Ziff Partner. Provided that the relevant Units have vested in accordance with Section 8.4 (other than in the case of any unvested Tag-Along Securities), the Ziff Partner may (i) Transfer any of such Partner's Units in accordance with the Exchange Agreement, (ii) Transfer Class A Common Units to public charities with PMC Approval, which approval shall not be unreasonably withheld, or (iii) Transfer any of such Partner's Units to the extent permitted by Section 8.5. The foregoing restrictions on Transfer may be waived at any time with PMC Approval. In the event that a Transfer of the Ziff Partner's Units is made, directly or indirectly, in accordance with this Section 8.1(b) to a natural person, the Units of such natural person may be Transferred upon his death by operation of law.

(c) Transfer and Exchange. When a request to register a Transfer of Units, together with the relevant Certificates of Ownership, if any, is presented to the Transfer Agent, the Transfer Agent shall register the Transfer or make the exchange on the register or transfer books of the Transfer Agent if the requirements set forth in this Section 8.1 for such transactions are met; provided, however, that any Certificates of Ownership presented or surrendered for registration of Transfer or exchange shall be duly endorsed or accompanied by a written instrument of Transfer in form satisfactory to the Transfer Agent duly executed by the holder thereof or his attorney duly authorized in writing. The Transfer Agent shall not be required to register a Transfer of any Units or exchange any Certificate of Ownership if such purported Transfer would cause the Partnership to violate the Securities Act, the Exchange Act, the Investment Company Act (including by causing any violation of the laws, rules, regulations, orders and other directives of any governmental authority) or otherwise violate this Section 8.1. In the event of any Transfer, the transferring Partner shall provide the address and facsimile number for each transferee as contemplated by Section 10.10 and shall cause each transferee to agree in writing to comply with the terms of this Agreement.

(d) Publicly Traded Partnership. No Transfer shall be permitted (and, if attempted, shall be void ab initio) if the General Partner determines in its sole and absolute discretion that such a Transfer would pose a risk that the Partnership would be a "publicly traded partnership" as defined in Section 7704 of the Code.

(e) Securities Laws. Each Partner and each assignee thereof hereby agrees that it will not effect any Transfer of all or any part of its Interest in the Partnership (whether voluntarily, involuntarily or by operation of law) in any manner contrary to the terms of this Agreement or that violates or causes the Partnership or the Partners to violate the Securities Act, the Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any governmental authority.

Section 8.2 Withdrawal by General Partner. The General Partner shall not cease to act as the General Partner of the Partnership without the prior written approval of the Limited Partners holding a majority of the outstanding Class B Common Units.

Section 8.3 Withdrawal and Special Withdrawal of Limited Partners.

(a) Withdrawal.

(i) An Individual Limited Partner (other than Daniel S. Och in the case of the following clauses (A) and (B)) shall immediately cease to be actively involved with the Partnership and its Affiliates (such event, a "Withdrawal"): (A) for Cause (as determined by the General Partner in its sole and absolute discretion) upon notice to the Individual Limited Partner from the General Partner; (B) for any reason or no reason upon a determination by majority vote of the Partner Performance Committee (which, if the Partner Performance Committee has a Chairman, may only be made upon the recommendation of such Chairman) and notice of such determination to the Individual Limited Partner from the Partner Performance Committee; or (C) upon the Individual Limited Partner otherwise (except as a result of death, Disability or a Special Withdrawal) ceasing to be, or providing notice to the General Partner of his intention to cease to be, actively involved with the Partnership and its Affiliates. In the event of the Withdrawal of an Individual Limited Partner, such Individual Limited Partner's Related Trusts, if any, shall be subject to a required Withdrawal.

(ii) In the event of the Withdrawal of an Individual Original Partner prior to the fifth anniversary of the Closing Date (other than where the Withdrawal is due to a breach of any of the covenants in Section 2.13(b), in which case the provisions of Section 2.13(g) shall apply), all of the Class A Common Units (including all distributions thereon that would otherwise be received after the date of Withdrawal) of such Individual Original Partner and its Related Trusts, if any, that have not yet vested in accordance with Section 8.4 shall cease to vest with respect to such Partners and upon the Reallocation Date shall be reallocated to each Continuing Partner in such a manner that each such Continuing Partner receives Common Units in proportion to the total number of Original Common Units of such Continuing Partner and its Original Related Trusts. Any such reallocated Common Units received by a Continuing Partner pursuant to this Section 8.3(a) shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements in accordance with Section 8.4 as the transferring Limited Partner had been before his Withdrawal; provided, however, that such Continuing Partner shall be permitted to exchange fifty percent (50%) of the number of Class A Common Units reallocated to it (and sell any Class A Shares issued in respect thereof), notwithstanding the transfer restrictions set forth in Section 8.1, in the event that the Exchange Committee (as defined in the Exchange Agreement) determines in its sole discretion that the reallocation of such Class A Common Units is taxable; provided, however, that such exchange of Class A Common Units is made in accordance with the Exchange Agreement.

(b) Special Withdrawal.

(i) An Individual Limited Partner (other than Daniel S. Och) may be required to no longer be actively involved with the Partnership and its Affiliates for any reason other than Cause, in the sole and absolute discretion of the General Partner (such event, a "Special Withdrawal"), which shall not constitute a Withdrawal. Upon the Special Withdrawal of an Individual Limited Partner, such Individual Limited Partner's Related Trusts, if any, shall also be subject to a Special Withdrawal.

(ii) In the event of the Special Withdrawal of any Limited Partner, such Limited Partner's Common Units shall continue to vest in accordance with Section 8.4.

(c) Upon a Withdrawal or Special Withdrawal, an Individual Limited Partner shall: (i) have no right to access or use the property of the Partnership or its Affiliates, and (ii) not be permitted to provide services to, or on behalf of, the Partnership or its Affiliates.

(d) The provisions of Sections 8.3(a) and 8.3(b) may be amended, supplemented, modified or waived with PMC Approval.

(e) Except as expressly provided in this Agreement, no event affecting a Partner, including death, bankruptcy, insolvency or withdrawal from the Partnership, shall affect the Partnership.

(f) Following the Withdrawal of an OZ Limited Partner, from the applicable Reallocation Date such Limited Partner will be required to pay the same management fees and shall be subject to the same incentive allocation with respect to any remaining investments by such Limited Partner in any fund or account managed by Och-Ziff or any of its Subsidiaries as are applicable to other Investors that are not Affiliates of Och-Ziff in such funds or accounts.

Section 8.4 Vesting.

(a) All Class A Common Units purchased, indirectly, with proceeds from the IPO (including proceeds from any exercise of the Underwriter Option) and the DIC Sahir Transaction will be deemed to have fully vested on issuance and such purchase (and will be immediately cancelled after such purchase).

(b) Subject to Sections 2.13(g) and 8.3(a), all Original Common Units held by a Partner shall vest in equal installments on each anniversary date of the Closing Date for five years, beginning on the first anniversary date of the Closing Date; provided, however, that upon a Withdrawal (but not a Special Withdrawal), all unvested Units shall cease to vest and shall be reallocated pursuant to Section 8.3(a); and provided, however, that this Section 8.4(b) shall not prevent the Transfer of the unvested Interest of any Original Related Trust (including unvested Class A Common Units) in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust or the Transfer of unvested Class A Common Units of an Individual Limited Partner's Related Trust to such Individual Limited Partner as authorized by the terms of the relevant trust agreement. In the event of the death or

Disability of an Individual Limited Partner or in the event of a Transfer of any of such Individual Limited Partner's Class A Common Units, such Class A Common Units shall continue to vest on the same schedule as set forth above. These vesting requirements may be waived at any time with PMC Approval.

(c) All Class B Common Units will be fully vested on issuance.

(d) All Class C Non-Equity Interests held by a Limited Partner shall be cancelled upon the death, Disability, Withdrawal or Special Withdrawal of such Limited Partner.

(e) Units issued to Additional Limited Partners shall be subject to vesting, if at all, as described in Section 3.2(e).

Section 8.5 Tag-Along Rights.

(a) Notwithstanding anything to the contrary in this Agreement, prior to the consummation of a proposed Tag-Along Sale, the Potential Tag-Along Sellers shall be afforded the opportunity to participate in such Tag-Along Sale on a pro rata basis, as provided in Section 8.5(b) below.

(b) Prior to the consummation of a Tag-Along Sale, the OZ Limited Partners participating in such Tag-Along Sale (the "Tag-Along Sellers") shall cause the Tag-Along Purchaser to offer in writing (such offer, a "Tag-Along Offer") to purchase each Potential Tag-Along Seller's Tag-Along Securities. In addition, the Tag-Along Offer shall set forth the consideration for which the Tag-Along Sale is proposed to be made and all other material terms and conditions of the Tag-Along Sale. If the Tag-Along Offer is accepted by some or all of such Potential Tag-Along Sellers within five Business Days after its receipt then the number of Class A Shares and/or Class A Common Units to be sold to the Tag-Along Purchaser by the Tag-Along Sellers shall be reduced by the number of Class A Shares and/or Class A Common Units to be purchased by the Tag-Along Purchaser from such accepting Potential Tag-Along Sellers. The purchase from the accepting Potential Tag-Along Sellers shall be made on the same terms and conditions (including timing of receipt of consideration and choice of consideration, if any) as the Tag-Along Purchaser shall have offered to the Tag-Along Sellers, and the accepting Potential Tag-Along Sellers shall otherwise be required to transfer the Class A Shares and/or Class A Common Units to the Tag-Along Purchaser upon the same terms, conditions, and provisions as the Tag-Along Sellers, including making the same representations, warranties, covenants, indemnities and agreements that the Tag-Along Sellers agree to make.

(c) Each OZ Limited Partner acknowledges that, if he participates in a "Tag-Along Sale" (as defined in the DIC Sahir Transaction Agreement), DIC Sahir has certain "Tag-Along Rights" as set forth in the DIC Sahir Transaction Agreement and such OZ Limited Partner agrees that, notwithstanding anything to the contrary in this Section 8.5, in the event he does participate in such a "Tag-Along Sale" then he will act in accordance with the provisions in the DIC Sahir Transaction Agreement relating to "Tag-Along Rights" as if it were a party thereto.

Section 8.6 Drag-Along Rights.

(a) Prior to the consummation of a proposed Drag-Along Sale, the Drag-Along Sellers may, at their option, require each other OZ Limited Partner to sell its Drag-Along Securities to the Drag-Along Purchaser by giving written notice (the "Notice") to such other OZ Limited Partners not later than ten Business Days prior to the consummation of the Drag-Along Sale (the "Drag-Along Right"); provided, however, that if the Drag Along Right is exercised by the Drag-Along Sellers, all OZ Limited Partners shall sell their Drag-Along Securities to the Drag-Along Purchaser on the same terms and conditions, including the class of security, the consideration per Company Security and the date of sale, as applicable to the Drag-Along Sellers. The Notice shall contain written notice of the exercise of the Drag-Along Right pursuant to this Section 8.6, setting forth the consideration to be paid by the Drag-Along Purchaser and the other material terms and conditions of the Drag-Along Sale.

(b) Within five Business Days following the date of the Notice, the Drag-Along Sellers shall have delivered to them by the other OZ Limited Partners their Drag-Along Securities together with a limited power-of-attorney authorizing such Drag-Along Sellers to sell such other OZ Limited Partner's Drag-Along Securities pursuant to the terms of the Drag-Along Sale and such other transfer instruments and other documents as are reasonably requested by the Drag-Along Sellers in order to effect such sale.

(c) Each OZ Limited Partner agrees that, notwithstanding anything to the contrary in this Section 8.6, it shall participate in a "Drag-Along Sale" (as defined in the DIC Sahir Transaction Agreement) in accordance with, and to the extent required by, the provisions in the DIC Sahir Transaction Agreement relating to "Drag-Along Rights" as if it were a party thereto.

Section 8.7 Reallocation of Common Units pursuant to Partner Agreements. In the event of any reallocation of Common Units to the Continuing Partners in respect of any Common Units of any Limited Partner admitted after the Final Closing Date in accordance with a Partner Agreement (including as a result of a Withdrawal but excluding any reallocation due to a breach of any of the covenants in Section 2.13(b), in which case the provisions of Section 2.13(g) shall apply), all of the Common Units (including all distributions thereon that would otherwise be received after the event causing such reallocation) to be reallocated thereunder shall be reallocated upon the relevant Reallocation Date to each Continuing Partner in such a manner that each such Continuing Partner receives Common Units in proportion to the total number of Original Common Units of such Continuing Partner and its Original Related Trusts, unless specified otherwise in any Partner Agreement. Any such reallocated Common Units received by a Continuing Partner shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements as the transferring Limited Partner had been prior to the date of the event causing such reallocation. The provisions of this Section 8.7 may be amended, supplemented, modified or waived with PMC Approval.

ARTICLE IX

DISSOLUTION

Section 9.1 Duration and Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) the entry of a decree of judicial dissolution of the Partnership under Section 17-802 of the Act; and

(b) the determination of the General Partner to dissolve the Partnership.

Except as provided in this Agreement, the death, Disability, resignation, expulsion, bankruptcy or dissolution of any Partner or the occurrence of any other event which terminates the continued participation of any Partner in the Partnership shall not cause the Partnership to be dissolved or its affairs wound up; provided, however, that at any time after the bankruptcy of the General Partner, the holders of a majority of the outstanding Class B Common Units may, pursuant to prior written consent to such effect, replace the General Partner with another Person, who shall, after executing a written instrument confirming such Person's agreement to be bound by all the terms and provisions of this Agreement, (i) become a successor General Partner for all purposes hereunder, (ii) be vested with the powers and rights of the replaced General Partner, and (iii) be liable for all obligations and responsible for all duties of the replaced General Partner from the date of such replacement.

Section 9.2 Notice of Liquidation. The General Partner shall give each of the Partners prompt written notice of any liquidation, dissolution or winding up of the Partnership.

Section 9.3 Liquidator. Upon dissolution of the Partnership, the General Partner may select one or more Persons to act as a liquidating trustee for the Partnership (such Person, or the General Partner, the "Liquidator"). The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation). The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation). Upon dissolution, death, incapacity, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by the General Partner (or, in the case of the removal of the Liquidator by holders of units, by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation)). The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Section 9.3, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations,

contractual and otherwise, upon the exercise of such powers) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 9.4 Liquidation. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Act and the following:

(a) Subject to Section 9.4(d), the assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 9.4(d) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. Notwithstanding anything to the contrary contained in this Agreement, the Partners understand and acknowledge that a Partner may be compelled to accept a distribution of any asset in kind from the Partnership despite the fact that the percentage of the asset distributed to such Partner exceeds the percentage of that asset which is equal to the percentage in which such Partner shares in distributions from the Partnership. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 9.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VII. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be applied to other liabilities or distributed as additional liquidation proceeds.

(c) Subject to the terms of any Unit Designation, all property and all cash in excess of that required to discharge liabilities as provided in Section 9.4(b) shall be distributed to the Partners in accordance with and to the extent of the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 9.4(c)) for the taxable year of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined by the General Partner) and such distribution shall be made by the end of such taxable year (or, if later, within 90 days after said date of such occurrence).

(d) Notwithstanding any other provision of this Agreement, if, upon the dissolution and liquidation of the Partnership pursuant to this Article IX and after all other

allocations provided for in Section 6.1 (including Section 6.1(c)) have been tentatively made as if this Section 9.4 were not in this Agreement, either (i) the positive Capital Account balance attributable to one or more Units (other than Common Units) having a liquidation preference is not equal to such liquidation preference, or (ii) the quotient obtained by dividing any Partner's positive Hypothetical Capital Account Balance with respect to Common Units by the aggregate of all Partners' Hypothetical Capital Account Balances with respect to Common Units at such time (such Partner's "Hypothetical Capital Account Quotient") would differ from such Partner's Percentage Interest, then, subject to Section 5.3, Net Income (and items thereof) and Net Loss (and items thereof) for the Fiscal Year in which the Partnership dissolves and liquidates pursuant to this Article IX shall be allocated among the Partners (x) first, to the extent necessary to ensure that the Capital Account balance attributable to a Unit (other than Common Units) having a liquidation preference is equal to such liquidation preference, and (y) second, in a manner such that the positive Hypothetical Capital Account Quotient of each Partner with respect to Common Units, immediately after giving effect to such allocation, is, as nearly as possible, equal to such Partner's Percentage Interest; provided, however, that this Section 9.4(d) shall not be applied to cause any Partner's Capital Account balance to be negative. The General Partner, in its sole and absolute discretion, may apply the principles of this Section 9.4(d) to any Fiscal Year preceding the Fiscal Year in which the Partnership dissolves and liquidates (including through application of Section 761(e) of the Code) if delaying application of the principles of this Section 9.4(d) would likely result in Capital Account balances (or Hypothetical Capital Account Quotients) that are materially different from the Capital Account balances (or Hypothetical Capital Account Quotients) set forth in clauses (x) and (y) of the preceding sentence.

Section 9.5 Capital Account Restoration. No Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership.

ARTICLE X

MISCELLANEOUS

Section 10.1 Incorporation of Agreements. The Exchange Agreement and the Tax Receivable Agreement shall each be treated as part of this Agreement as described in Section 761(c) of the Code and Treasury Regulation Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c).

Section 10.2 Amendment to the Agreement.

(a) Except as may be otherwise required by law, this Agreement may be amended by the General Partner without the consent or approval of any Partners, subject to the rights of the Ziff Partner in Section 10.2(b), provided, however, that, except as expressly provided herein (including, without limitation, Sections 3.2, 5.2(d) and 10.2(c)), (i) if an amendment adversely affects the rights (not including any rights relating to the Class C Non-Equity Interests) of an Individual Limited Partner or any Related Trust thereof (other than the Ziff Partner or any transferee thereof) other than on a *pro rata* basis with other holders of Units of the same class, such Individual Limited Partner must provide his prior written consent to the amendment, (ii) no amendment may adversely affect the rights (not including any rights relating

to the Class C Non-Equity Interests) of the holders of a class of Units (or any group of such holders) (other than the Ziff Partner or any transferee thereof) without the prior written consent of Individual Limited Partners that (together with their Related Trusts) hold a majority of the outstanding Units of such class (or of such group) then owned by all OZ Limited Partners, (iii) the provisions of this Section 10.2(a) may not be amended without the prior written consent of Individual Limited Partners that (together with their Related Trusts) hold a majority of the Class A Common Units then owned by all OZ Limited Partners, and (iv) the provisions of Sections 8.3(a), 8.3(b) and 8.4 may only be amended with PMC Approval. For the purposes of this Section 10.2(a), any Units owned by a Related Trust of an Individual Limited Partner shall be treated as being owned by such Individual Limited Partner. Subject to the foregoing, and to the rights of the Ziff Partner in Section 10.2(b) below, the General Partner may enter into Partner Agreements with any Limited Partner that affect the terms hereof and the terms of such Partner Agreement shall govern with respect to such Limited Partner notwithstanding the provisions of this Agreement.

(b) No amendment to this Agreement (or any other action described in Section 10.2(c)) which is materially adverse to the Ziff Partner may be made without the prior written consent of the Ziff Partner, unless such amendment (or such other action) similarly affects all or a substantial number of the other Partners, in which case the consent of the Ziff Partner shall not be required; provided, however, that no amendment (or such other action) may be made without the prior written consent of the Ziff Partner if such amendment (or such other action) would have the effect of (i) adversely altering the rights of holders of Class A Common Units without similarly altering the rights of holders of Class B Common Units, except to the extent that such alteration of the rights of holders of Class A Common Units is required by applicable law or regulation, (ii) adversely altering the Ziff Partner's rights to Transfer its Interest or to participate in any registrations pursuant to the Registration Rights Agreement or Section 8.5, except to the extent that such alteration is required by applicable law or regulation, (iii) reducing the Ziff Partner's Interest in greater proportion than the Interests of Daniel S. Och and his Related Trusts in Class A Common Units is reduced, (iv) reducing distributions to the Ziff Partner in greater proportion than distributions to Daniel S. Och and his Related Trusts, solely in his capacity as a holder of Class A Common Units and not in any other capacity including his capacity as a holder of Class C Non-Equity Interests, are reduced, or (v) reducing distributions to the Ziff Partner in greater proportion than distributions to the holders of Class B Common Units are reduced. Except as expressly set forth in this Section 10.2(b), the Ziff Partner and its successors, assigns, heirs and transferees shall have no voting, consent or approval rights with respect to any matter.

(c) It is acknowledged and agreed that none of the admission of any Additional Partner, the adoption of any Unit Designation, the issuance of any Units or Class C Non-Equity Interests, or the delegation of any power or authority to any committee (or its chairman) shall be considered an amendment of this Agreement that requires the approval of any Limited Partner; provided that any such action shall be subject to Section 10.2(b).

Section 10.3 Successors, Counterparts. This Agreement and any amendment hereto in accordance with Section 10.2 shall be binding as to executors, administrators, estates, heirs and legal successors, or nominees or representatives, of the Partners, and may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.4 Applicable Law; Submission to Jurisdiction; Severability.

(a) This Agreement and the rights and obligations of the Partners shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Delaware, other than in respect of Section 2.13 which shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York without regard to choice of law rules that would apply the law of any other jurisdiction. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

(c) Each International Partner irrevocably consents and agrees that (i) any action brought to compel arbitration or in aid of arbitration in accordance with the terms of this Agreement, (ii) any action confirming and entering judgment upon any arbitration award, and (iii) any action for temporary injunctive relief to maintain the status quo or prevent irreparable harm, may be brought in the state and federal courts of the State of New York and, by execution and delivery of this Agreement, each International Partner hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts for such purpose and to the non-exclusive jurisdiction of such courts for entry and enforcement of any award issued hereunder.

(d) Each Partner that is not an International Partner hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the state and federal courts of the State of New York for any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof.

(e) Each Partner further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified or registered mail return receipt requested or by receipted courier service in the manner set forth in Section 10.10, provided that each International Partner hereby irrevocably designates CT Corporation System, 111 Eighth Avenue, Broadway, New York, New York 10011, as his designee, appointee and agent to receive, for and on behalf of himself, service of process in the jurisdictions set forth above in any such action or proceeding and such service

shall, to the extent permitted by applicable law, be deemed complete ten (10) days after delivery thereof to such agent, and provided further that, although it is understood that a copy of such process served on such agent will be promptly forwarded by mail to the relevant International Partner, the failure of such International Partner to receive such copy shall not, to the extent permitted by applicable law, affect in any way the service of such process.

Section 10.5 Arbitration.

(a) Any dispute, controversy or claim between the Partnership and one or more International Partners arising out of or relating to this Agreement or the breach, termination or validity thereof or concerning the provisions of this Agreement, including whether or not such a dispute, controversy or claim is arbitrable ("International Dispute") shall be resolved by final and binding arbitration conducted in English by three arbitrators in New York, New York, in accordance with the JAMS International Arbitration Rules then in effect (the applicable rules being referred to herein as the "Rules") except as modified in this Section 10.5.

(b) The party requesting arbitration must notify the other party of the demand for arbitration in writing within the applicable statute of limitations and in accordance with the Rules. The written notification must include a description of the claim in sufficient detail to advise the other party of the nature of the claim and the facts on which the claim is based.

(c) The claimant shall select its arbitrator in its demand for arbitration and the respondent shall select its arbitrator within 30 days after receipt of the demand for arbitration. The two arbitrators so appointed shall select a third arbitrator to serve as chairperson within 14 days of the designation of the second of the two arbitrators. If practicable, each arbitrator shall have relevant financial services experience. If any arbitrator is not timely appointed, at the request of any party to the arbitration such arbitrator shall be appointed by JAMS pursuant to the listing, striking and ranking procedure in the Rules. Any arbitrator appointed by JAMS shall be, if practicable, a retired federal judge, without regard to industry-related experience.

(d) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such other provisional remedies as may be available, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that such court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

(e) There shall be documentary discovery consistent with the Rules and the expedited nature of arbitration. All disputes involving discovery shall be resolved promptly by the chair of the arbitral tribunal.

(f) No witness or party to a claim that is subject to arbitration shall be required to waive any privilege recognized by applicable law.

(g) It is the intent of the parties that, barring extraordinary circumstances as determined by the arbitrators, the arbitration hearing pursuant to this Agreement shall be commenced as expeditiously as possible, if practicable within nine months after the written demand for arbitration pursuant to this Section 10.5 is served on the respondent, that the hearing shall proceed on consecutive Business Days until completed, and if delayed due to extraordinary circumstances, shall recommence as promptly as practicable. The parties to the International Dispute may, upon mutual agreement, provide for different time limits, or the arbitrators may extend any time limit contained herein for good cause shown. The arbitrators shall issue their final award (which shall be in writing and shall briefly state the findings of fact and conclusions of law on which it is based) as soon as practicably, if possible within a time period not to exceed 30 days after the close of the arbitration hearing.

(h) Each party to an arbitration hereby waives any rights or claims to recovery of damages in the nature of punitive, exemplary or multiple damages, or to any form of damages in excess of compensatory damages and the arbitral tribunal shall be divested of any power to award any such damages.

(i) Any award or decision issued by the arbitrators pursuant to this Agreement shall be final, and binding on the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

(j) Any arbitration conducted pursuant hereto shall be confidential. No party or any of its agents shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other in the arbitration proceedings or about the existence, contents or results of the proceedings except (i) as may be required by a governmental authority or (ii) as required in an action in aid of arbitration or for enforcement of an arbitral award. Before making any disclosure permitted by clause (i) in the preceding sentence, the party intending to make such disclosure shall give the other party reasonable written notice of the intended disclosure and afford the other party a reasonable opportunity to protect their interests.

Section 10.6 Filings. Following the execution and delivery of this Agreement, the General Partner or its designee shall promptly prepare any documents required to be filed and recorded under the Act, and the General Partner or such designee shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by local law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Partnership may hereafter establish a place of business. The General Partner or such designee shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

Section 10.7 Power of Attorney. Each Partner does hereby constitute and appoint the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, deliver and file (a) any amendment to the Certificate of Limited Partnership required because of an amendment to this Agreement or in order to

effectuate any change in the partners of the Partnership, (b) all such other instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Delaware or any other jurisdiction, or any political subdivision or agency thereof, to effectuate, implement and continue the valid and subsisting existence of the Partnership or to dissolve the Partnership or for any other purpose consistent with this Agreement and the transactions contemplated hereby. The power of attorney granted hereby is coupled with an interest and shall (i) survive and not be affected by the subsequent death, incapacity, Disability, dissolution, termination or bankruptcy of the Partner granting the same or the Transfer of all or any portion of such Partner's Interest and (ii) extend to such Partner's successors, assigns and legal representatives.

Section 10.8 Headings and Interpretation. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof. Wherever from the context it appears appropriate, (i) each pronoun stated in the masculine, the feminine or neuter gender shall include the masculine, the feminine and the neuter, and (ii) references to "including" shall mean "including without limitation."

Section 10.9 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 10.10 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile, e-mail or similar writing) and shall be given to such party (and any other Person designated by such party) at its address, facsimile number or e-mail address set forth in a schedule filed with the records of the Partnership or such other address, facsimile number or e-mail address as such party may hereafter specify to the General Partner. Each such notice, request or other communication shall be effective (a) if given by facsimile, when transmitted to the number specified pursuant to this Section 10.10 and the appropriate confirmation of receipt is received, (b) if given by mail, seventy-two hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (c) if given by e-mail, when transmitted to the e-mail address specified pursuant to this Section 10.10 and the appropriate confirmation of receipt is received or (d) if given by any other means, when delivered at the address specified pursuant to this Section 10.10.

Section 10.11 Waiver of Right to Partition. Each of the Partners irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's assets.

Section 10.12 Partnership Counsel. Each Limited Partner hereby acknowledges and agrees that Skadden, Arps, Slate, Meagher & Flom LLP and any other law firm retained by the General Partner in connection with the management and operation of the Partnership, or any dispute between the General Partner and any Limited Partner, is acting as counsel to the General Partner and as such does not represent or owe any duty to such Limited Partner or to the Limited Partners as a group.

Section 10.13 Survival. Except as otherwise expressly provided herein, all indemnities and reimbursement obligations made pursuant to Sections 2.9 and 2.10, all prohibitions in Sections 2.12, 2.13 and 2.18 and the provisions of this Section 10 shall survive dissolution and liquidation of the Partnership until expiration of the longest applicable statute of limitations (including extensions and waivers).

Section 10.14 Ownership and Use of Name. The name "OZ" is the property of the Partnership and/or its Affiliates and no Partner, other than the General Partner, may use (a) the names "OZ," "Och," "Och-Ziff," "Och-Ziff Capital Management Group," "Och-Ziff Capital Management Group LLC," "Och-Ziff Holding Corporation," "OZ Advisors LP," "OZ Advisors II LP" or "OZ Management LP" or any name that includes "OZ," "Och," "Och-Ziff," "Och-Ziff Capital Management Group," "Och-Ziff Capital Management Group LLC," "Och-Ziff Holding Corporation," "OZ Advisors LP," "OZ Advisors II LP" or "OZ Management LP" or any variation thereof, or any other name of the General Partner or the Partnership or their respective Affiliates, (b) any other name to which the name of the Partnership, the General Partner, or any of their Affiliates is changed, or (c) any name confusingly similar to a name referenced or described in clause (a) or (b) above, including, without limitation, in connection with or in the name of new business ventures, except pursuant to a written license with the Partnership and/or its Affiliates that has been approved by the General Partner.

Section 10.15 Remedies. Any remedies provided for in this Agreement shall be cumulative in nature and shall be in addition to any other remedies whatsoever (whether by operation of law, equity, contract or otherwise) which any party may otherwise have.

Section 10.16 Entire Agreement. This Agreement, together with any Partner Agreements and, to the extent applicable, the Registration Rights Agreement, the Exchange Agreement, the Tax Receivable Agreement and the Class B Shareholders Agreement, constitutes the entire agreement among the Partners with respect to the subject matter hereof and, as amended and restated herein, supersedes any agreement or understanding entered into as of a date prior to the date hereof among or between any of them with respect to such subject matter, including (without limitation), the Initial Partnership Agreement, the Prior Partnership Agreement and all Supplementary Agreements.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first written above by the undersigned.

GENERAL PARTNER:
OCH-ZIFF HOLDING LLC,
a Delaware limited liability company

By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

Exhibit 10.5

AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

OZ MANAGEMENT LP

Dated as of August 1, 2012

TABLE OF CONTENTS

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF OZ MANAGEMENT LP, a Delaware limited partnership (the "Partnership"), is made as of August 1, 2012, by and among Och-Ziff Holding Corporation, a Delaware corporation, as general partner (the "Initial General Partner") and the Limited Partners (as defined below).

WHEREAS, OZ Management, L.L.C. (the "Original Company") was originally organized as a Delaware limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, 6 Del. C. §18-101, et seq. (the "LLC Act") on December 12, 1997;

WHEREAS, on June 25, 2007, the Original Company was converted from a Delaware limited liability company to a Delaware limited partnership organized pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §17-101, et seq. (the "Act"), and an Agreement of Limited Partnership of OZ Management LP dated as of June 25, 2007 (the "Initial Partnership Agreement"); and

WHEREAS, the Initial Partnership Agreement was amended and restated on November 13, 2007 (the Initial Partnership Agreement, as amended and restated, the "Prior Partnership Agreement"), on February 11, 2008, on April 10, 2008, and on September 30, 2009 and is hereby amended and restated again.

NOW THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Act" has the meaning specified in the Preamble to this Agreement.

"Additional Limited Partner" has the meaning specified in Section 3.2(a) of this Agreement.

"Adjusted Capital Account" means the Capital Account maintained for each Partner as of the end of each Fiscal Year, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such Fiscal Year, are reasonably expected to be allocated to such Partner in subsequent years under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such Fiscal Year, are reasonably expected to be made to such Partner in subsequent years in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's

Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(e)(i) or Section 6.1(e)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Property" means any property the Carrying Value of which has been adjusted pursuant to Section 5.2(b)(iii).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the Person in question.

"Agreed Value" of any Contributed Property means the fair market value of such property or other consideration at the time of contribution as determined by the General Partner, without taking into account any liabilities to which such Contributed Property was subject at such time. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

"Agreement" means this Amended and Restated Agreement of Limited Partnership of the Partnership, as amended, modified, supplemented or restated from time to time.

"Appreciation" shall mean (i) with respect to any Existing Class D Common Units, the excess, if any, of the fair market value of the Partnership on the date of a Sale or liquidation over its fair market value on either the date hereof or the date immediately prior to the Issue Date(s) of such Existing Class D Common Units, as determined by the General Partner in its sole discretion, and (ii) with respect to any other Class D Common Units, the excess, if any, of the fair market value of the Partnership on the date of a Sale or liquidation over its fair market value on the date immediately prior to the Issue Date(s) of such Units (as equitably adjusted, in each case, for contributions and distributions that alter the fair market value of the Partnership).

"Book-Tax Disparity" means, with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date.

"Business Day" means any day other than Saturday, Sunday or any other day on which commercial banks in the State of New York are authorized or required by law or executive order to remain closed.

"Capital Account" means the capital account maintained for a Partner pursuant to Section 5.2.

"Capital Contribution" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership pursuant to this Agreement.

"Carrying Value" means (a) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such Contributed Property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted to equal its respective gross fair market value (taking Section 7701(g) of the Code into account) upon an adjustment to the Capital Accounts of the Partners in accordance with Section 5.2(b)(iii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, in the sole and absolute discretion of the General Partner.

"Cause" means, in respect of an Individual Limited Partner, that such Partner (i) has committed an act of fraud, dishonesty, misrepresentation or breach of trust; (ii) has been convicted of a felony or any offense involving moral turpitude; (iii) has been found by any regulatory body or self-regulatory organization having jurisdiction over the Och-Ziff Group to have, or has entered into a consent decree determining that such Partner, violated any applicable regulatory requirement or a rule of a self regulatory organization; (iv) has committed an act constituting gross negligence or willful misconduct; (v) has violated in any material respect any agreement relating to the Och-Ziff Group; (vi) has become subject to any proceeding seeking to adjudicate such Partner bankrupt or insolvent, or seeking liquidation, reorganization, arrangement, adjustment, protection, relief or composition of the debts of such Partner under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for such Partner or for any substantial part of the property of such Partner, or such Partner has taken any action authorizing such proceeding; or (vii) has breached any of the non-competition, non-solicitation or non-disparagement covenants in Section 2.13 or, if applicable, any of those provided in such Partner's Partner Agreement, the breach of any of which shall be deemed to be a material breach of this Agreement.

"Certificate of Limited Partnership" means the Certificate of Limited Partnership executed and filed in the office of the Secretary of State of the State of Delaware on June 25, 2007 (and any and all amendments thereto and restatements thereof) on behalf of the Partnership pursuant to the Act.

"Certificate of Ownership" has the meaning set forth in Section 3.1.

"Class A Common Units" has the meaning set forth in Section 3.1.

"Class A Share" means a common share representing a limited liability company interest in Och-Ziff designated as a "Class A Share."

"Class B Common Units" has the meaning set forth in Section 3.1.

"Class B Share" means a common share representing a limited liability company interest in Och-Ziff designated as a "Class B Share."

"Class B Shareholder Committee" means the Class B Shareholder Committee established pursuant to the Class B Shareholders Agreement.

"Class B Shareholders Agreement" means the Class B Shareholders Agreement to be entered into by and among Och-Ziff and the holders of Class B Shares on or prior to the Closing Date in connection with the IPO, as amended, modified, supplemented or restated from time to time.

"Class C Approval" means, in respect of the determinations to be made in Sections 6.1(a) and 7.1(b)(iii), a prior determination made in writing at the sole and absolute discretion: (i) of the Chairman of the Partner Management Committee (or, with respect to distributions to such Chairman or in the event there is no such Chairman, the full Partner Management Committee acting by majority vote); or (ii) of the General Partner in the event that the Class B Shareholders collectively Beneficially Own Voting Securities (as each such term is defined in the Class B Shareholders Agreement) representing less than 40% of the Total Voting Power of Och-Ziff; provided, however, in the case of each of the foregoing clauses (i) and (ii), that any such determination with respect to distributions to a Partner who is also the Chief Executive Officer or other executive officer of Och-Ziff in respect of such Partner's Class C Non-Equity Interests shall be made by the compensation committee of Och-Ziff in its sole and absolute discretion after consultation with the Partner Management Committee.

"Class C Non-Equity Interests" means a fractional non-equity share of the Interests in the Partnership that may be issued to a Limited Partner as consideration for the provision of services to the Partnership solely for the purpose of making future allocations of Net Income to such Limited Partner. Class C Non-Equity Interests shall not constitute Common Units or other Units of the Partnership.

"Class D Common Units" has the meaning set forth in Section 3.1(f).

"Class D Limited Partner" has the meaning set forth in Section 3.1(f).

"Closing Date" means the first date on which Class A Shares are delivered by Och-Ziff to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"Common Units" means Class A Common Units, Class B Common Units, Class D Common Units and any other class of Units hereafter designated as Common Units by the General Partner, but shall not include the Class C Non-Equity Interests.

"Company Securities" means outstanding Class A Shares and Related Securities, as applicable.

"Competing Business" means any Person, or distinct portion thereof, that engages in: (a) the alternative asset management business (including, without limitation, any hedge or private equity fund management business) or (b) any other business in which the Och-Ziff Group or any member thereof (1) is actively involved, or (2) in the twelve-month period prior to the relevant Individual Limited Partner's Withdrawal or Special Withdrawal, planned, developed, or undertook efforts to become actively involved and, in the case of the foregoing clause (b), in which the relevant Individual Limited Partner actively participated or was materially involved or about which the relevant Individual Limited Partner possesses Confidential Information.

"Confidential Information" means the confidential matters and information described in Section 2.12.

"Continuing Partners" means the group of Partners comprised of each Individual Original Partner (or, where applicable, his estate or legal or personal representative) who has not Withdrawn, been subject to a Special Withdrawal or breached Section 2.13(b).

"Contributed Property" means each property or other asset, in such form as may be permitted by the Act, but excluding cash, contributed to the Partnership. If the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.2(b)(iii), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"Control" means, in respect of a Person, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. "Controlled by," "Controls" and "under common Control with" have the correlative meanings.

"Covered Person" means (a) the General Partner, the Withdrawn General Partner and their respective Affiliates and the directors, officers, shareholders, members, partners, employees, representatives and agents of the General Partner, the Withdrawn General Partner and their respective Affiliates and any Person who was at the time of any act or omission described in Section 2.9 or 2.10 such a Person, and (b) any other Person the General Partner designates as a "Covered Person" for the purposes of this Agreement.

"Damages" has the meaning set forth in Section 2.9(a).

"Deferred Fee Agreement" means any agreement between the Partnership and any Managed Fund pursuant to which the Partnership has elected to defer the receipt of management or incentive fees.

"Deferred Fees" means all fees and additional amounts that the Partnership is entitled to receive from any Managed Fund under any Deferred Fee Agreement.

"Deferred Income Allocation Plan" means any unfunded, deferred compensation arrangement of the Partnership relating to allocations of income from Deferred Fees.

"Deferred Income Allocations" means allocations of income from Deferred Fees pursuant to any Deferred Income Allocation Plan.

"DIC Sahir" means DIC Sahir Limited, a corporation organized under the laws of the Cayman Islands.

"DIC Sahir Transaction" means the sale of Class A Shares to DIC Sahir on or about the date of the IPO, in accordance with the DIC Sahir Transaction Agreement.

"DIC Sahir Transaction Agreement" means the Securities Purchase and Investment Agreement entered into as of October 29, 2007 among Och-Ziff, Dubai International Capital LLC and DIC Sahir, as amended, modified, supplemented or restated from time to time.

"Disability" means that a Person is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, as determined by the General Partner with PMC Approval in its sole and absolute discretion and in accordance with applicable law.

"Disabling Conduct" has the meaning set forth in Section 2.9(a).

"Drag-Along Purchaser" means, in respect of a Drag-Along Sale, the third-party purchaser or purchasers proposing to acquire the Company Securities to be transferred in such Drag-Along Sale.

"Drag-Along Right" has the meaning set forth in Section 8.6(a).

"Drag-Along Sale" means any proposed transfer (other than a pledge, hypothecation, mortgage or encumbrance) pursuant to a bona fide offer from a Drag-Along Purchaser, in one or a series of related transactions, by any OZ Limited Partner or a group of OZ Limited Partners of Company Securities representing in the aggregate at least 50% of all then-outstanding Company Securities (calculated as if all Related Securities had been converted into, exercised or exchanged for, or repaid with, Class A Shares).

"Drag-Along Securities" means, with respect to an OZ Limited Partner, that number of Company Securities equal to the product of (A) the total number of Company Securities to be acquired by the Drag-Along Purchaser pursuant to a Drag-Along Sale and (B) a fraction, the numerator of which is the number of Company Securities then held by such OZ Limited Partner and the denominator of which is the total number of Company Securities then held by all OZ Limited Partners and, if applicable as a result of the application of the "Drag-Along Rights" pursuant to the DIC Sahir Transaction Agreement, DIC Sahir and its Permitted Transferees (as defined in the DIC Sahir Transaction Agreement) (calculated, in the case of both the numerator and denominator, as if all Related Securities held by the relevant OZ Limited Partners had been converted into, exercised or exchanged for, or repaid with, Class A Shares).

"Drag-Along Sellers" means the OZ Limited Partner or group of OZ Limited Partners proposing to dispose of or sell Company Securities in a Drag-Along Sale in accordance with Section 8.6.

"Economic Capital Account Balance" means, with respect to a Partner as of any date, the Partner's Capital Account balance, increased by the Partner's share of any Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain, computed on a hypothetical basis after taking into account all allocations through such date.

"Economic Risk of Loss" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Exchange Agreement" means one or more exchange agreements providing for the exchange of Class A Common Units (or other securities issued by the Operating Group Entities) for Class A Shares and/or cash, and the corresponding cancellation of applicable Class B Shares, if any, as contemplated by the Registration Statement, as such agreements are amended, modified, supplemented or restated from time to time.

"Expense Allocation Agreement" means any agreement entered into among the Operating Group Entities, Och-Ziff and the Intermediate Holding Companies that provides for allocations of certain expense amounts, as such agreement is amended, modified, supplemented or restated from time to time.

"Existing Class D Common Units" means Class D Common Units outstanding on the date hereof.

"Existing Value" means the difference between the fair market value of the Partnership and the aggregate Economic Capital Account Balances of outstanding Pre-Existing Units on the date hereof.

"Expense Amount" means any amount allocated to the Partnership pursuant to an Expense Allocation Agreement.

"Expense Amount Distribution" has the meaning set forth in Section 7.4.

"Final Closing Date" means the Closing Date or, if the Underwriter Option is exercised by the Underwriters after the Closing Date, the final Option Closing Date.

"First Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including March 31 of such Fiscal Year unless and until otherwise determined by the General Partner.

"Fiscal Year" has the meaning set forth in Section 2.6.

"Fourth Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including December 31 of such Fiscal Year unless and until otherwise determined by the General Partner.

"General Partner" means the Initial General Partner and any successor general partner admitted to the Partnership in accordance with this Agreement.

"Hypothetical Capital Account Balance" means, with respect to any Partner as of any date, the sum of (i) such Partner's Capital Account balance as of such date and (ii) if such Partner owns any Class D Common Units as of such date, the excess, if any, of the Priority Allocation with respect to such Class D Common Units (to the extent such Partner has not yet received allocations of Net Income under Section 6.1(c)(i)(B) with respect to such Priority Allocation) over the Appreciation with respect to such Class D Common Units.

"Hypothetical Capital Account Quotient" has the meaning set forth in Section 9.4(d).

"incur" means to issue, assume, guarantee, incur or otherwise become liable for.

"Individual Limited Partner" means each of the OZ Limited Partners that is a natural person.

"Individual Original Partner" means each of the Original Partners that is a natural person.

"Initial General Partner" has the meaning set forth in the Preamble to this Agreement.

"Initial Partnership Agreement" has the meaning set forth in the Preamble to this Agreement.

"Intellectual Property" means any of the following that are conceived of, developed, reduced to practice, created, modified, or improved by a Partner, either solely or with others, in whole or in part, whether or not in the course of, or as a result of, such Partner carrying out his responsibilities to the Partnership, whether at the place of business of the Partnership or any of its Affiliates or otherwise, and whether on the Partner's own time or on the time of the Partnership or any of its Affiliates: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names, Internet domain names, and all other indications of source or origin, including, without limitation, all registrations and applications to register any of the foregoing; (ii) inventions, discoveries (whether or not patentable or reduced to practice), patents, including, without limitation, design patents and utility patents, provisional applications, reissues, reexaminations, divisions, continuations, continuations-in-part, and extensions thereof, in each case including, without limitation, all applications therefore and equivalent foreign applications and patents corresponding, or claiming priority, thereto; (iii) works of authorship, whether copyrightable or not, copyrights, registrations and applications for copyrights, and all renewals, modifications and extensions thereof, moral rights, and design rights, (iv) computer systems and software; and (v) trade secrets, know-how, and other confidential and protectable information.

"Interest" means a Partner's interest in the Partnership, including the right of the holder thereof to any and all benefits to which a Partner may be entitled as provided in this Agreement, together with the obligations of a Partner to comply with all of the terms and provisions of this Agreement.

"Intermediate Holding Companies" means Och-Ziff Holding Corporation, a Delaware corporation, and Och-Ziff Holding LLC, a Delaware limited liability company.

"International Dispute" has the meaning set forth in Section 10.5(a).

"International Partner" means each Individual Limited Partner who either (i) has or had his principal business address outside the United States at the time any International Dispute arises or arose; or (ii) has his principal residence or business address outside of the United States at the time any proceeding with respect to such International Dispute is commenced.

"Invested IPO Proceeds" means the proceeds from the IPO invested by the Original Partners on or after the Closing Date in any investment fund or funds managed or advised by the Och-Ziff Group (including any fund managed or advised by a joint venture between the Och-Ziff Group and one or more third parties), and any earnings on such invested proceeds.

"Investment Company Act" means the Investment Company Act of 1940, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Investor" means any client, shareholder, limited partner, member or other beneficial owner of the Och-Ziff Group, other than holders of Class A Shares solely in their capacity as such shareholders thereof.

"IPO" means the initial offering and sale of Class A Shares by Och-Ziff to the public, as described in the Registration Statement.

"Issue Date" has the meaning set forth in Section 6.1(c)(i)(A).

"Limited Partner" means each of the Persons from time to time listed as a limited partner in the books and records of the Partnership.

"Liquidator" has the meaning set forth in Section 9.3.

"LLC Act" has the meaning set forth in the Preamble to this Agreement.

"Managed Fund" means any Person with which the Partnership has, or has had, any agreement or arrangement to provide asset management, investment management, investment advisory, or similar services.

"Management Fee Distributions" means distributions to the Original Partners and the Ziff Partner in respect of Management Fees.

"Management Fees" means management fees earned by the Partnership during the period from January 1, 2007 through the Closing Date and included in the definition of "2007 Management Fee Distributions" set forth in the Registration Statement.

"Minimum Retained Ownership Requirements" has the meaning set forth in Section 8.1(a).

"Net Agreed Value" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Partnership upon

such contribution or to which such property is subject when contributed, and (b) in the case of any property distributed to a Partner by the Partnership, the fair market value of such property at the time such property is distributed, reduced by any indebtedness either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution, in either case, as determined under Section 752 of the Code.

"Net Income" means, for any taxable year, the excess, if any, of the Partnership's items of income and gain for such taxable year over the Partnership's items of loss and deduction for such taxable year. The items included in the calculation of Net Income shall be determined in accordance with Section 5.2(b) and shall not include Deferred Income Allocations, Pre-Closing Allocations or any items specially allocated under Section 6.1(e).

"Net Loss" means, for any taxable year, the excess, if any, of the Partnership's items of loss and deduction for such taxable year over the Partnership's items of income and gain for such taxable year. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.2(b) and shall not include Deferred Income Allocations, Pre-Closing Allocations or any items specially allocated under Section 6.1(e).

"Nonrecourse Deductions" means any and all items of loss, deduction, or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"Nonrecourse Liability" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"Notice" has the meaning set forth in Section 8.6(a).

"Och-Ziff" means Och-Ziff Capital Management Group LLC, a Delaware limited liability company.

"Och-Ziff Group" means Och-Ziff and its Subsidiaries (including the Operating Group Entities), their respective Affiliates, and any investment funds and accounts managed by any of the foregoing.

"Och-Ziff LLC Agreement" means the Second Amended and Restated Limited Liability Company Agreement of Och-Ziff, dated November 13, 2007, as amended, modified, supplemented or restated from time to time.

"Operating Group Entity" means any Person that is directly Controlled by any of the Intermediate Holding Companies.

"Option Closing Date" means the date or dates on which any Class A Shares are sold by Och-Ziff to the Underwriters upon exercise of the Underwriter Option.

"Original Common Units" means the Common Units held by the Original Partners and the Ziff Partner upon the Final Closing Date or, if an Original Partner was admitted after the Final Closing Date, the Common Units held by such Original Partner upon the date of his admission.

"Original Company" has the meaning set forth in the Preamble to this Agreement.

"Original Deferral Partners" means the Original Partners and Ziff Partner who have elected to defer income allocations with respect to Deferred Fees pursuant to any Deferred Income Allocation Plan.

"Original Partners" means, collectively, (i) Daniel S. Och, David Windreich, Joel Frank, Arnaud Achache, Massimo Bertoli, James-Keith (JK) Brown, Michael Cohen, Anthony Fobel, Kaushik Ghosh, Harold Kelly, Richard Lyon, Dan Manor, James O'Connor, Joshua Ross, Raaj Shah, Boaz Sidikaro, David Stonehill, Zoltan Varga and each other Individual Limited Partner designated as an Original Partner in a Partner Agreement and (ii) the Original Related Trusts; and each, individually, is an "Original Partner."

"Original Related Trust" means any Related Trust of an Individual Original Partner that was a Limited Partner on the Final Closing Date.

"OZ Limited Partner" means each of the Limited Partners other than the Ziff Partner and its transferees.

"Partner" means any Person that is admitted as a general partner or limited partner of the Partnership pursuant to the provisions of this Agreement and named as a general partner or limited partner of the Partnership in the books of the Partnership and includes any Person admitted as an Additional Limited Partner pursuant to the provisions of this Agreement, in each case, in such Person's capacity as a partner of the Partnership.

"Partner Agreement" means, with respect to one or more Partners, any separate written agreement entered into between such Partner(s) and the Partnership or one of its Affiliates regarding the rights and obligations of such Partner(s) with respect to the Partnership or such Affiliate, as amended, modified, supplemented or restated from time to time.

"Partner Management Committee" has the meaning set forth in Section 4.2(a).

"Partner Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"Partner Nonrecourse Deductions" means any and all items of loss, deduction or expenditure (including, without limitation, any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"Partner Performance Committee" has the meaning set forth in Section 4.3(a).

"Partnership" has the meaning set forth in the Preamble to this Agreement.

"Partnership Minimum Gain" means that amount determined in accordance with the principles of Treasury Regulation Section 1.704-2(d).

"Percentage Interest" means, with respect to any Partner as of any date of determination, (a) as to any Common Units, the product obtained by multiplying (i) 100% less the aggregate percentage applicable to all Units referred to in clause (b) by (ii) the quotient obtained by dividing (x) the number of such Units held by such Partner by (y) the total number of all outstanding Common Units, and (b) as to any other Units, the percentage established for such Units by the General Partner as a part of such issuance, which percentage could be zero. References in this definition to the Common Units of a Partner shall refer to all of the Common Units of such Partner, whether or not such Common Units have vested pursuant to Section 8.4.

"Permitted Transferee" means, with respect to each Limited Partner and his Permitted Transferees, (a) a Charitable Institution (as defined below) Controlled by such Partner, (b) a trust (whether *inter vivos* or testamentary) or other estate planning vehicle, all of the current beneficiaries and presumptive remaindermen (as defined below) of which are lineal descendents (as defined below) of such Partner and his spouse, (c) a corporation, limited liability company or partnership, of which all of the outstanding shares of capital stock or interests therein are owned by no one other than such Partner, his spouse and his lineal descendents and (d) a legal or personal representative of such Partner in the event of his Disability. For purposes of this definition: (i) "lineal descendants" shall not include natural persons adopted after attaining the age of eighteen (18) years and such adopted Person's descendants; (ii) "Charitable Institution" shall refer to an organization described in section 501(c)(3) of the Code (or any corresponding provision of a future United State Internal Revenue law) which is exempt from income taxation under section 501(a) thereof; and (iii) "presumptive remaindermen" shall refer to those Persons entitled to a share of a trust's assets if it were then to terminate.

"Person" means a natural person or a corporation, limited liability company, firm, partnership, joint venture, trust, estate, unincorporated organization, association (including any group, organization, co-tenancy, plan, board, council or committee), governmental entity or other entity (or series thereof).

"PMC Approval" means the prior written approval of (a) the Chairman of the Partner Management Committee or (b) if there is no such Chairman, by majority vote of the Partner Management Committee; provided, however, that "PMC Approval" shall mean the prior written approval by majority vote of the Partner Management Committee in the case of Transfers (and waivers of the requirements thereof), vesting requirements, the Minimum Retained Ownership Requirements, and the determination described in the definition of "Reallocation Date," each by or with respect to the Chairman of the Partner Management Committee.

"Potential Tag-Along Seller" means each Limited Partner not constituting a Tag-Along Seller.

"Pre-Closing Allocations" means allocations of income from Management Fees.

"Pre-Existing Units" has the meaning set forth in Section 6.1(c)(i)(A).

"Presumed Tax Liability" means, with respect to the Capital Account of any Partner for any Quarterly Period ending after the date hereof, an amount equal to the product of (x) the amount of taxable income that, in the good faith judgment of the General Partner, would have been allocated to such Partner in respect of such Partner's Units if allocations pursuant to the provisions of Article VI hereof were made in respect of such Quarterly Period and (y) the Presumed Tax Rate as of the end of such Quarterly Period.

"Presumed Tax Rate" means the effective combined federal, state and local income tax rate applicable to either a natural person or corporation, whichever is higher, residing in New York, New York, taxable at the highest marginal federal income tax rate and the highest marginal New York State and New York City income tax rates (taking into account the character of the income) and after giving effect to the federal income tax deduction for such state and local income taxes and taking into account the effects of Sections 67 and 68 of the Code (or successor provisions thereto).

"Prior Distributions" means distributions made to the Partners pursuant to Section 7.1 or 7.3.

"Prior Partnership Agreement" has the meaning set forth in the Preamble to this Agreement.

"Priority Allocation" means, with respect to each Class D Common Unit, allocations of Net Income described in Section 6.1(c)(i)(B) in an aggregate amount such that, immediately after taking such allocations into account, the Economic Capital Account Balance attributable to ownership of such Class D Common Unit shall be in proportion to the relative Economic Capital Account Balances of all Partners (in each case based on relative Percentage Interests of all Partners attributable to Common Units other than any series or classes of Common Units subordinate to such Class D Common Unit).

"Quarterly Period" means any of the First Quarterly Period, the Second Quarterly Period, the Third Quarterly Period and the Fourth Quarterly Period; provided, however, that if there is a change in the periods applicable to payments of estimated federal income taxes by natural persons, then the Quarterly Period determinations hereunder shall change correspondingly such that the Partnership is required to make periodic Tax Distributions under Section 7.3 at the times and in the amounts sufficient to enable a Partner to satisfy such payments in full with respect to amounts allocated pursuant to the provisions of Article VI (other than Section 6.2(d)), treating the Partner's Presumed Tax Liability with respect to the relevant Quarterly Period (as such Quarterly Period is changed as provided above) as the amount of the Partner's actual liability for the payment of estimated federal income taxes with respect to such Quarterly Period (as so changed).

"Reallocation Date" means, as to the Common Units (including all distributions received thereon after the relevant date of Withdrawal) to be reallocated to the Continuing Partners pursuant to Section 2.13(g), Section 8.3(a) or Section 8.7 or any Partner Agreement, the date which is the earlier of (a) the date that is six months after the date of the applicable breach of Section 2.13(b) or Withdrawal, as the case may be, and (b) the date on or after such date of breach or Withdrawal that is six months after the date of the latest publicly reported disposition

of equity securities of Och-Ziff by any such Continuing Partner which disposition is not exempt from the application of the provisions of Section 16(b) of the Exchange Act, unless otherwise determined with PMC Approval.

"Registration Rights Agreement" means one or more Registration Rights Agreements providing for the registration of Class A Shares to be entered into among Och-Ziff and certain holders of Units on or prior to the Closing Date, as amended, modified, supplemented or restated from time to time.

"Registration Statement" means the Registration Statement on Form S-1 (Registration No. 333-144256) as it has been or as it may be amended or supplemented from time to time, filed by Och-Ziff with the United States Securities and Exchange Commission under the Securities Act to register the offering and sale of the Class A Shares in the IPO.

"Related Security" means any security convertible into, exercisable or exchangeable for or repayable with Class A Shares including, without limitation, any Class A Common Units or Class D Common Units that may be exchangeable for Class A Shares pursuant to the Exchange Agreement.

"Related Trust" means, in respect of any Individual Limited Partner, any other Limited Partner that is an estate, family limited liability company, family limited partnership of such Individual Limited Partner, a trust the grantor of which is such Individual Limited Partner, or any other estate planning vehicle or family member relating to such Individual Limited Partner.

"Related Trust Supplementary Agreement" means, in respect of any Original Related Trust, the Supplementary Agreement to which such Original Related Trust is a party.

"Required Allocations" means (a) any limitation imposed on any allocation of Net Loss under Section 6.1(b) and (b) any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(e)(i) - (viii).

"Residual Gain" or "Residual Loss" means any item of gain or loss, as the case may be, of the Partnership recognized for federal income tax purposes resulting from a sale, exchange or other disposition of a Contributed Property or Adjusted Property, to the extent such item of gain or loss is not allocated pursuant to Section 6.2(b)(i)(A) or 6.2(b)(ii), respectively, to eliminate Book-Tax Disparities.

"Restricted Period" means, with respect to any Partner, the period commencing on the later of the date of the Prior Partnership Agreement and the date of such Partner's admission to the Partnership, and concluding on the last day of the 24-month period immediately following the date of Special Withdrawal or Withdrawal of such Partner.

"Rules" has the meaning set forth in Section 10.5(a).

"Sale" means an actual or hypothetical sale of all or substantially all of the assets of the Partnership (including a revaluation of assets under Section 5.2(b)(iii)).

"Second Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including May 31 of such Fiscal Year, unless and until otherwise determined by the General Partner.

"Securities Act" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute, and the rules and regulations promulgated thereunder.

"Special Withdrawal" (a) in respect of an Individual Limited Partner, has the meaning set forth in Section 8.3(b), and (b) in respect of any Related Trust, means the Special Withdrawal of such Related Trust in accordance with Section 8.3(b).

"Subsequent Related Trust" means, in respect of an Original Related Trust of an Individual Original Partner, the Related Trust of such Individual Original Partner to which the Interest of such Original Related Trust shall be Transferred in accordance with its Related Trust Supplementary Agreement.

"Subsidiary" means, with respect to any Person, as of any date of determination, any other Person as to which such Person owns, directly or indirectly, or otherwise Controls more than 50% of the voting shares or other similar interests or a general partner interest or managing member or similar interest of such Person.

"Substitute Limited Partner" means each Person who acquires an Interest of any Limited Partner in connection with a Transfer by a Limited Partner whose admission as a Limited Partner is approved by the General Partner.

"Supplementary Agreement" means, with respect to one or more Limited Partners, any supplementary agreement entered into prior to the date of the Prior Partnership Agreement between the Partnership and such Limited Partners regarding their rights and obligations with respect to the Partnership, as the same may be amended, supplemented, modified or replaced from time to time.

"Tag-Along Offer" has the meaning set forth in Section 8.5(b).

"Tag-Along Purchaser" means, in respect of a Tag-Along Sale, the Person or group of Persons proposing to acquire the Class A Shares and/or Class A Common Units to be transferred in such Tag-Along Sale.

"Tag-Along Sale" means any transfer (other than a pledge, hypothecation, mortgage or encumbrance), in one or a series of related transactions, by any OZ Limited Partner or group of OZ Limited Partners to a single Person or group of Persons (other than Related Trusts or Permitted Transferees of such OZ Limited Partners) pursuant to any transaction exempt from registration under the Securities Act and any similar applicable state securities laws of Class A Shares and/or Class A Common Units representing in the aggregate at least 5% of the Class A Shares (calculated as if all Class A Common Units held by each Limited Partner had been exchanged for Class A Shares) then held by all of the Limited Partners, but only in the event that (i) such Person or group of Persons to which such transfer is made is a strategic buyer, or (ii) the OZ Limited Partners participating in such transfer include Daniel S. Och or any of his Related Trusts. For the avoidance of doubt, sales of Class A Shares pursuant to the provisions of Rule 144 shall not constitute a Tag-Along Sale or any part thereof.

"Tag-Along Securities" means, with respect to a Potential Tag-Along Seller, such number of Class A Shares and/or vested and unvested Class A Common Units, as applicable, equal to the product of (i) the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) to be acquired by the Tag-Along Purchaser in a Tag-Along Sale and (ii) a fraction, the numerator of which is the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) then held by such Potential Tag-Along Seller and the denominator of which is the total number of Class A Shares (assuming the exchange for Class A Shares of any vested and unvested Class A Common Units) then held by all Limited Partners. If any other Potential Tag-Along Sellers do not accept the Tag-Along Offer, the foregoing shall also include each accepting Potential Tag-Along Seller's pro rata share of the non-accepting Potential Tag-Along Sellers' Class A Shares and/or vested and unvested Class A Common Units, determined as set forth in the preceding sentence.

"Tag-Along Seller" has the meaning set forth in Section 8.5(b).

"Tax Distributions" has the meaning set forth in Section 7.3.

"Tax Matters Partner" means the Person designated as such in Section 4.6(c).

"Tax Receivable Agreement" means the Tax Receivable Agreement entered into in connection with the IPO, by and among Och-Ziff, the Intermediate Holding Companies, the Och-Ziff Operating Group Entities and each partner of any Och-Ziff Operating Group Entity, as the same may be amended, supplemented, modified or replaced from time to time.

"Term Loan Distributions" means the distributions to certain Original Partners and the Ziff Partner made from the proceeds borrowed by the Partnership under the Credit Agreement dated July 2, 2007, as amended on October 26, 2007, among the Partnership, Goldman Sachs Credit Partners L.P., Lehman Brothers Inc., and Lehman Commercial Paper Inc.

"Third Quarterly Period" means, with respect to any Fiscal Year, the period commencing on and including January 1 and ending on and including August 31 of such Fiscal Year, unless and until otherwise determined by the General Partner.

"Total Voting Power" has the meaning ascribed to such term in the Class B Shareholders Agreement.

"Transfer" means, with respect to any Interest, any sale, exchange, assignment, pledge, hypothecation, bequeath, creation of an encumbrance, or any other transfer or disposition of any kind, whether voluntary or involuntary, of such Interest. "Transferred" shall have a correlative meaning.

"Transfer Agent" means, with respect to any class of Units or the Class C Non-Equity Interests, such bank, trust company or other Person (including the Partnership or one of its Affiliates) as shall be appointed from time to time by the Partnership to act as registrar and

transfer agent for such class of Units or the Class C Non-Equity Interests; provided, however, that if no Transfer Agent is specifically designated for such class of Units or the Class C Non-Equity Interests, the Partnership shall act in such capacity.

"Treasury Regulations" means the regulations, including temporary regulations, promulgated under the Code, as amended from time to time, or any federal income tax regulations promulgated after the date of this Agreement. A reference to a specific Treasury Regulation refers not only to such specific Treasury Regulation but also to any corresponding provision of any federal tax regulation enacted after the date of this Agreement, as such specific Treasury Regulation or corresponding provision is in effect and applicable on the date of application of the provisions of this Agreement containing such reference.

"Underwriter" means each Person named as an underwriter in the Underwriting Agreement who is obligated to purchase Class A Shares pursuant thereto.

"Underwriter Option" means the option to purchase additional Class A Shares granted to the Underwriters by Och-Ziff pursuant to the Underwriting Agreement.

"Underwriting Agreement" means the Underwriting Agreement to be entered into by Och-Ziff and the Underwriters providing for the sale of Class A Shares in the IPO, as amended, modified, supplemented or restated from time to time.

"Units" means a fractional share of the Interests in the Partnership that entitles the holder thereof to such benefits as are specified in this Agreement or any Unit Designation and shall include the Common Units but not the Class C Non-Equity Interests.

"Unit Designation" has the meaning set forth in Section 3.2(b).

"Withdrawal" (a) in respect of an Individual Limited Partner, has the meaning set forth in Section 8.3(a), and (b) in respect of any Related Trust, means the Withdrawal of such Related Trust in accordance with Section 8.3(a). "Withdrawn" has the correlative meaning.

"Withdrawn General Partner" has the meaning set forth in Section 4.1(a).

"Ziff Partner" means Ziff Investors Partnership, L.P. IIA.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Organization. The Original Company was originally organized as a Delaware limited liability company under the LLC Act. The Original Company was converted to a Delaware limited partnership pursuant to the Act on June 25, 2007.

Section 2.2 Partnership Name. The name of the Partnership is "OZ Management LP." The name of the Partnership may be changed from time to time by the General Partner.

Section 2.3 Registered Office, Registered Agent. The Partnership shall maintain a registered office in the State of Delaware at, and the name and address of the Partnership's registered agent in the State of Delaware is, National Corporate Research, Ltd., 615 South DuPont Highway, Dover, Delaware 19901. Such office and such agent may be changed from time to time by the General Partner.

Section 2.4 Certificates. Any Person authorized by the General Partner shall execute, deliver and file any amendment to or restatements of the Certificate of Limited Partnership and any other certificates (and any amendments and/or restatements thereof) necessary for the Partnership to qualify to do business in a jurisdiction in which the Partnership may wish to conduct business.

Section 2.5 Nature of Business; Permitted Powers. The purposes of the Partnership shall be to engage in any lawful act or activity for which limited partnerships may be formed under the Act.

Section 2.6 Fiscal Year. Unless and until otherwise determined by the General Partner in its sole and absolute discretion, the fiscal year of the Partnership for federal income tax purposes shall, except as otherwise required in accordance with the Code, end on December 31 of each year (each, a "Fiscal Year").

Section 2.7 Perpetual Existence. The Partnership shall have a perpetual existence unless dissolved in accordance with the provisions of Article IX of this Agreement.

Section 2.8 Limitation on Partner Liability. Except as otherwise expressly required by law, the debts, obligations and liabilities of the Partnership, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Partnership, and no Partner shall be obligated personally for any such debt, obligation or liability of the Partnership solely by reason of being a Partner. No Partner shall have any obligation to restore any negative or deficit balance in its Capital Account, including any negative or deficit balance in its Capital Account upon liquidation and dissolution of the Partnership. For federal income tax purposes, the rules of Treasury Regulation Section 1.752-3 shall apply to determine a Partner's share of any debt or obligation the terms of which provide that, in respect of the Partnership, the creditor has recourse only to the Partnership and its assets and not to any Partner.

Section 2.9 Indemnification.

(a) To the fullest extent permitted by applicable law, each Covered Person shall be indemnified and held harmless by the Partnership for and from any liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, judgments, fines, amounts paid in settlement, losses, fees, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses and interest on any of the foregoing (collectively, "Damages") sustained or incurred by such Covered Person by reason of any act performed or omitted by such Covered Person or by any other Covered Person in connection with the affairs of the Partnership or the General Partner unless such act or omission constitutes fraud, gross negligence or willful misconduct (the "Disabling Conduct"); provided, however, that

any indemnity under this Section 2.9 shall be provided out of and to the extent of Partnership assets only, and no Limited Partner or any Affiliate of any Limited Partner shall have any personal liability on account thereof. The right of indemnification pursuant to this Section 2.9 shall include the right of a Covered Person to have paid on his behalf, or be reimbursed by the Partnership for, the reasonable expenses incurred by such Covered Person with respect to any Damages, in each case in advance of a final disposition of any action, suit or proceeding, including expenses incurred in collecting such amounts from the Partnership; provided, however, that such Covered Person shall have given a written undertaking to reimburse the Partnership in the event it is subsequently determined that he is not entitled to such indemnification.

(b) The right of any Covered Person to the indemnification provided herein (i) shall be cumulative of, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity, (ii) in the case of Covered Persons that are Partners, shall continue as to such Covered Person after any Withdrawal or Special Withdrawal of such Partner and after he has ceased to be a Partner, and (iii) shall extend to such Covered Person's successors, assigns and legal representatives.

(c) The termination of any action, suit or proceeding relating to or involving a Covered Person by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such Covered Person committed an act or omission that constitutes Disabling Conduct.

(d) For purposes of this Agreement, no action or failure to act on the part of any Covered Person in connection with the management or conduct of the business and affairs of such Covered Person and other activities of such Covered Person which involve a conflict of interest with the Partnership, any other Person in which the Partnership has a direct or indirect interest or any Partner (or any of their respective Affiliates) or in which such Covered Person realizes a profit or has an interest shall constitute, per se, Disabling Conduct.

Section 2.10 Exculpation.

(a) To the fullest extent permitted by applicable law, no Covered Person shall be liable to the Partnership or any Partner or any Affiliate of any Partner for any Damages incurred by reason of any act performed or omitted by such Covered Person unless such act or omission constitutes Disabling Conduct. In addition, no Covered Person shall be liable to the Partnership, any other Person in which the Partnership has a direct or indirect interest or any Partner (or any Affiliate thereof) for any action taken or omitted to be taken by any other Covered Person.

(b) A Covered Person shall be fully protected in relying upon the records of the Partnership and upon such information, opinions, reports or statements presented to the Partnership by any Person (other than such Covered Person) as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Partnership, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Partners might properly be paid.

(c) The right of any Partner that is a Covered Person to the exculpation provided in this Section 2.10 shall continue as to such Covered Person after any Withdrawal or Special Withdrawal of such Partner and after he has ceased to be a Partner.

(d) The General Partner may consult with legal counsel and accountants and any act or omission suffered or taken by the General Partner on behalf of the Partnership in reliance upon and in accordance with the advice of such counsel or accountants will be full justification for any such act or omission, and the General Partner will be fully protected in so acting or omitting to act so long as such counsel or accountants were selected with reasonable care.

Section 2.11 Fiduciary Duty.

(a) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating to the Partnership or to any Limited Partner or any Affiliate of any Limited Partner (or other Person with any equity interest in the Partnership) or other Person bound by (or having rights pursuant to) the terms of this Agreement, a Covered Person acting pursuant to the terms, conditions and limitations of this Agreement shall not be liable to the Partnership or to any Limited Partner or any Affiliate of any Limited Partner (or other Person) for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of a Covered Person otherwise existing at law or equity, are agreed by the Partners (and any other Person bound by or having rights pursuant to this Agreement) to modify to that extent such other duties and liabilities of the Covered Person to the extent permitted by law.

(b) Notwithstanding anything to the contrary in the Agreement or under applicable law, whenever in this Agreement the General Partner is permitted or required to make a decision or take an action or omit to do any of the foregoing acting solely in its capacity as the General Partner, the General Partner shall, except where an express standard is set forth, be entitled to make such decision in its sole and absolute discretion (and the words "in its sole and absolute discretion" should be deemed inserted therefor in each case in association with the words "General Partner," whether or not the words "sole and absolute discretion" are actually included in the specific provisions of this Agreement), and in so acting in its sole and absolute discretion the General Partner shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership, any of the Partnership's Affiliates, any Limited Partner or any other Person. To the fullest extent permitted by applicable law, if pursuant to this Agreement the General Partner, acting solely in its capacity as the General Partner, is permitted or required to make a decision in its "good faith" or under another express standard, the General Partner shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

Section 2.12 Confidentiality; Intellectual Property.

(a) Confidentiality. Each Partner acknowledges and agrees that the information contained in the books and records of the Partnership is confidential and, except in the course of such Partner performing such duties as are necessary for the Partnership and its

Affiliates, as required by law or legal process or to enforce the terms of this Agreement, at all times such Partner shall keep and retain in the strictest confidence and shall not disclose to any Person any confidential matters of the Partnership or any Person included within the Och-Ziff Group and their respective Affiliates and successors and the other Partners, including, without limitation, the identity of any Investors, confidential information concerning the Partnership, any Person included within the Och-Ziff Group and their respective Affiliates and successors, the General Partner, the other Partners and any fund, account or investment managed by any Person included within the Och-Ziff Group, including marketing, investment, performance data, fund management, credit and financial information, and other business or personal affairs of the Partnership, any Person included within the Och-Ziff Group and their respective Affiliates and successors, the General Partner, the other Partners and any fund, account or investment managed directly or indirectly by any Person included within the Och-Ziff Group learned by the Partner heretofore or hereafter. This Section 2.12(a) shall not apply to (i) any information that has been made publicly available by the Partnership or any of its Affiliates or becomes public knowledge (except as a result of an act of any Partner in violation of this Agreement), (ii) the disclosure of information to the extent necessary for a Partner to prepare and file his tax returns, to respond to any inquiries regarding the same from any taxing authority or to prosecute or defend any action, proceeding or audit by any taxing authority with respect to such returns or (iii) the disclosure of information with the prior written consent of the General Partner. Notwithstanding anything to the contrary herein, each Partner (and each employee, representative or other agent of such Partner) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of (x) the Partnership and (y) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Partners relating to such tax treatment and tax structure.

(b) Intellectual Property. (i) Each Partner acknowledges and agrees that the Intellectual Property shall be the sole and exclusive property of the Partnership and such Partner shall have no right, title, or interest in or to the Intellectual Property.

(ii) All copyrightable material included in the Intellectual Property shall be deemed a "work made for hire" under the applicable copyright law, to the maximum extent permitted under such applicable copyright law, and ownership of all rights therein shall vest in the Partnership. To the extent that a Partner may retain any interest in any Intellectual Property by operation of law or otherwise, such Partner hereby assigns and transfers to the Partnership his or her entire right, title and interest in and to all such Intellectual Property.

(iii) Each Partner hereby covenants and binds himself and his successors, assigns, and legal representatives to cooperate fully and promptly with the Partnership and its designee, successors, and assigns, at the Partnership's reasonable expense, and to do all acts necessary or requested by the Partnership and its designee, successors, and assigns, to secure, maintain, enforce, and defend the Partnership's rights in the Intellectual Property. Each Partner further agrees, and binds himself and his successors, assigns, and legal representatives, to cooperate fully and assist the Partnership in every way possible in the application for, or prosecution of, all rights pertaining to the Intellectual Property.

(c) If a Partner commits a breach, or threatens to commit a breach, of any of the provisions of Section 2.12(a) or Section 2.12(b), the General Partner shall have the right and remedy to have the provisions of such Section specifically enforced by injunctive relief or otherwise by any court of competent jurisdiction without the need to post any bond or other security, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Partnership, the other Partners, any Person included within the Och-Ziff Group, and the investments, accounts and funds managed by Persons included within the Och-Ziff Group and that money damages alone shall not provide an adequate remedy to such Persons. Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available at law or in equity.

Section 2.13 Non-Competition; Non-Solicitation; Non-Disparagement; Non-Interference; and Remedies.

(a) Each Individual Limited Partner acknowledges and agrees, in connection with such Individual Limited Partner's participation in the Partnership on the terms described in the Prior Partnership Agreement and this amendment and restatement of the terms of the Prior Partnership Agreement or, in the case of an Individual Limited Partner admitted to the Partnership subsequent to the date of the Prior Partnership Agreement, on the terms described herein and in such Individual Limited Partner's Partner Agreement, if any, that: (i) the alternative asset management business (including, without limitation, for purposes of this paragraph, any hedge or private equity fund management business) is intensely competitive, (ii) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, has developed, and will continue to develop and have access to and knowledge of, Confidential Information (including, but not limited to, material non-public information of the Och-Ziff Group and its Investors), (iii) the direct or indirect use of any such information for the benefit of, or disclosure of any such information to, any existing or potential competitors of the Och-Ziff Group would place the Och-Ziff Group at a competitive disadvantage and would do damage to the Och-Ziff Group, (iv) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, has developed relationships with Investors and counterparties through investment by and resources of the Och-Ziff Group, while a Limited Partner of the Partnership, (v) such Partner, for the benefit of and on behalf of the Partnership in his capacity as a Partner, may continue to develop relationships with Investors and counterparties, through investment by and resources of the Och-Ziff Group, while a Limited Partner of the Partnership, (vi) such Partner engaging in any of the activities prohibited by this Section 2.13 would constitute improper appropriation and/or use of the Och-Ziff Group's Confidential Information and/or Investor and counterparty relationships, (vii) such Partner's association with the Och-Ziff Group has been critical, and such Partner's association with the Och-Ziff Group is expected to continue to be critical, to the success of the Och-Ziff Group, (viii) the services to be rendered, and relationships developed, for the benefit of and on behalf of the Partnership in his capacity as a Partner, are of a special and unique character, (ix) the Och-Ziff Group conducts the alternative asset management business throughout the world, (x) the non-competition and other restrictive covenants and agreements set forth in this Agreement are fair and reasonable, and (xi) in light of the foregoing and of such Partner's education, skills, abilities and financial resources, such Partner acknowledges and agrees that such Partner will not assert, and it should not be considered, that enforcement of any of the covenants set forth in this Section 2.13 would prevent such Partner from earning a living or otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

(b) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person:

(i) without the prior written consent of the General Partner, (A) engage or otherwise participate in any manner or fashion in any Competing Business, (B) render any services to any Competing Business, or (C) acquire a financial interest in or become actively involved with any Competing Business (other than as a passive investor holding less than 2% of the issued and outstanding stock of public companies); or

(ii) in any manner solicit or induce any of the Och-Ziff Group's current or prospective Investors to (A) terminate (or diminish in any material respect) his investments with the Och-Ziff Group for the purpose of associating or doing business with any Competing Business, or otherwise encourage such Investors to terminate (or diminish in any respect) his investments with the Och-Ziff Group for any other reason or (B) invest in or otherwise participate in or support any Competing Business.

(c) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person:

(i) in any manner solicit or induce any of the Och-Ziff Group's current, former or prospective financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties to terminate (or diminish in any material respect) his relationship with the Och-Ziff Group for the purpose of associating with any Competing Business, or otherwise encourage such financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties to terminate (or diminish in any respect) his relationship with the Och-Ziff Group for any other reason; or

(ii) in any manner interfere with the Och-Ziff Group's business relationship with any Investors, financing sources, capital market intermediaries, consultants, suppliers, partners or other counterparties.

(d) During the Restricted Period, each Individual Limited Partner will not, directly or indirectly, either on his own behalf or on behalf of or with any other Person, in any manner solicit any of the owners, members, partners, directors, officers or employees of any member of the Och-Ziff Group to terminate their relationship or employment with the applicable member of the Och-Ziff Group, or hire any such Person (i) who is employed at the time of such solicitation by any member of the Och-Ziff Group, (ii) who is or was once an owner, member, partner, director, officer or employee of any member of the Och-Ziff Group as of the date of Special Withdrawal or Withdrawal of such Partner, or (iii) whose employment or relationship with any such member of the Och-Ziff Group terminated within the 24-month period prior to the date of Special Withdrawal or Withdrawal of such Partner or thereafter. Additionally, the Partner may not solicit or encourage to cease to work with any member of the Och-Ziff Group any consultant, agent or adviser that the Partner knows or should know is under contract with any member of the Och-Ziff Group.

(e) During the Restricted Period and at all times thereafter, each Individual Limited Partner will not, directly or indirectly, make, or cause to be made, any written or oral statement, observation, or opinion disparaging the business or reputation of the Och-Ziff Group, or any owners, partners, members, directors, officers, or employees of any member of the Och-Ziff Group; provided, however, that nothing contained in this Section 2.13 shall preclude such Partner from providing truthful testimony in response to a valid subpoena, court order, regulatory request, or as may be otherwise required by law, or from participating or cooperating in any action, investigation or proceeding with, or providing truthful information to, any governmental agency, legislative body, self-regulatory organization, or the legal departments of the Och-Ziff Group.

(f) Each Individual Limited Partner acknowledges and agrees that an attempted or threatened breach by such Person of this Section 2.13 would cause irreparable injury to the Partnership and the other members of the Och-Ziff Group not compensable in money damages and the Partnership shall be entitled, in addition to the remedies set forth in Sections 2.13(g) and 2.13(i), to obtain a temporary, preliminary or permanent injunction prohibiting any breaches of this Section 2.13 without being required to prove damages or furnish any bond or other security.

(g) Each Individual Limited Partner agrees that it would be impossible to compute the actual damages resulting from a breach of Section 2.13(b) or, if applicable, any of the non-competition covenants provided in such Partner's Partner Agreement, and that the amounts set forth in this Section 2.13(g) are reasonable and do not operate as a penalty, but are a genuine pre-estimate of the anticipated loss that the Partnership and other members of the Och-Ziff Group would suffer from a breach of Section 2.13(b) or, if applicable, of any of the non-competition covenants provided in such Partner's Partner Agreement. In the event an Individual Limited Partner breaches Section 2.13(b) or, if applicable, any of the non-competition covenants provided in such Partner's Partner Agreement, then:

(i) on or after the date of such breach, any unvested Class A Common Units of such Partner and its Related Trusts, if any, shall cease to vest and thereafter shall be reallocated in accordance with this Section 2.13(g);

(ii) on or after the date of such breach, no allocations shall be made to the respective Capital Accounts of such Partner and its Related Trusts, if any, and no distributions shall be made to such Partners;

(iii) on or after the date of such breach, no Transfer (including any exchange pursuant to the Exchange Agreement) of any of the Class A Common Units of such Partner or its Related Trusts, if any, shall be permitted under any circumstances notwithstanding anything to the contrary in this Agreement;

(iv) on or after the date of such breach, no sale, exchange, assignment, pledge, hypothecation, bequeath, creation of an encumbrance, or any other

transfer or disposition of any kind may be made of any of the Class A Shares acquired by such Partner or its Related Trusts, if any, through an exchange pursuant to the Exchange Agreement;

(v) as of the applicable Reallocation Date, all of the unvested and vested Class A Common Units of such Partner and its Related Trusts, if any, and all allocations and distributions on such Class A Common Units that would otherwise have been received by such Partners on or after the date of such breach shall be reallocated from such Partners to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts;

(vi) each of such Partner and its Related Trusts, if any, agrees that, on the Reallocation Date, it shall immediately:

(A) pay to the Continuing Partners, in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts, a lump-sum cash amount equal to the sum of: (i) the total after-tax proceeds received by such Individual Limited Partner or Related Trust thereof for any Class A Shares acquired at any time pursuant to the Exchange Agreement and that were subsequently transferred during the 24-month period prior to the date of such breach; and (ii) any distributions received by such Individual Limited Partner or Related Trust thereof during such 24-month period on Class A Shares acquired pursuant to the Exchange Agreement;

(B) transfer any Class A Shares that were acquired at any time pursuant to the Exchange Agreement and held by such Individual Limited Partner or Related Trust thereof on and after the date of such breach to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts; and

(C) pay to the Continuing Partners in proportion to the total number of Original Common Units owned by each such Continuing Partner and its Original Related Trusts a lump-sum cash amount equal to the sum of: (i) the total after-tax proceeds received by such Individual Limited Partner or Related Trust thereof for any Class A Shares acquired at any time pursuant to the Exchange Agreement and that were subsequently transferred on or after the date of such breach; and (ii) all distributions received by such Individual Limited Partner or Related Trust thereof on or after the date of such breach on Class A Shares acquired pursuant to the Exchange Agreement; and

(vii) such Partner and its Related Trusts agrees that he shall receive no payments, if any, that he would have otherwise received under the Tax Receivable Agreement on or after the date of such breach, and shall have no further rights under the Tax Receivable Agreement, Exchange Agreement or Registration Rights Agreement after such date.

Any reallocated Class A Common Units received by a Continuing Partner pursuant to this Section 2.13(g) shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements, if any, in accordance with Section 8.4 as the transferring Limited Partner had been before his breach of Section 2.13(b) or, if applicable, of the relevant non-competition covenants provided in such Partner's Partner Agreement. Any Continuing Partner receiving reallocated Class A Common Units pursuant to this Section 2.13(g) shall be permitted to exchange fifty percent (50%) of such number of Class A Common Units (and sell any Class A Shares issued in respect thereof), notwithstanding the transfer restrictions set forth in Section 8.1 in the event that the Exchange Committee (as defined in the Exchange Agreement) determines in its sole discretion that the reallocation is taxable; provided, however, that such exchange of Class A Common Units is made in accordance with the Exchange Agreement.

(h) Notwithstanding anything in Section 2.13(g) to the contrary, the General Partner may elect in its sole and absolute discretion to waive the application of any portion, all or none of the provisions of Section 2.13(g) in the case of the breach by any Partner of Section 2.13(b) or, if applicable, of the relevant non-competition covenants provided in such Partner's Partner Agreement.

(i) Without limiting the right of the Partnership to obtain injunctive relief for any attempted or threatened breach of this Section 2.13, in the event a Partner breaches Section 2.13(c), (d) or (e), then at the election of the General Partner in its sole and absolute discretion the Partnership shall be entitled to seek any other available remedies including, but not limited to, an award of money damages.

Section 2.14 Insurance. The Partnership may purchase and maintain insurance, to the extent and in such amounts as the General Partner shall deem reasonable, on behalf of Covered Persons and such other Persons as the General Partner shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Partnership and/or its Subsidiaries regardless of whether the Partnership would have the power or obligation to indemnify such Person against such liability under the provisions of this Agreement. The Partnership may enter into indemnity contracts with Covered Persons and such other Persons as the General Partner shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 2.14, and containing such other procedures regarding indemnification as are appropriate and consistent with this Agreement.

Section 2.15 Representations and Warranties. Each Partner hereby represents and warrants to the others and to the Partnership as follows:

(a) Such Partner has all requisite power to execute, deliver and perform this Agreement; the performance of its obligations hereunder will not result in a breach or a violation of, or a default under, any material agreement or instrument by which such Partner or any of such Partner's properties is bound or any statute, rule, regulation, order or other law to which it is subject, nor require the obtaining of any consent, approval, permit or license from or filing with, any governmental authority or other Person by such Person in connection with the execution, delivery and performance by such Partner of this Agreement.

(b) This Agreement constitutes (assuming its due authorization and execution by the other Partners) such Partner's legal, valid and binding obligation.

(c) Each Limited Partner expressly agrees that the Partners may, subject to the restrictions set forth in Sections 2.12, 2.13, 2.16, 2.18 and 2.19 and, if applicable, any Partner Agreement, regarding Confidential Information, Intellectual Property, non-competition, non-solicitation, non-disparagement, non-interference, devotion of time, short selling and hedging transactions, and compliance with relevant policies and procedures, engage independently or with others, for its or their own accounts and for the accounts of others, in other business ventures and activities of every nature and description whether such ventures are competitive with the business of the Partnership or otherwise, including, without limitation, purchasing, selling or holding investments for the account of any other Person or enterprise or for its or his own account, regardless of whether or not any such investments are also purchased, sold or held for the direct or indirect account of the Partnership. Neither the Partnership nor any Limited Partner shall have any rights or obligations by virtue of this Agreement in and to such independent ventures and activities or the income or profits derived therefrom.

(d) Such Partner understands that (i) the Interests have not been registered under the Securities Act and applicable state securities laws and (ii) the Interests may not be sold, transferred, pledged or otherwise disposed of except in accordance with this Agreement and then only if they are subsequently registered in accordance with the provisions of the Securities Act and applicable state securities laws or registration under the Securities Act or any applicable state securities laws is not required.

(e) Such Partner understands that the Partnership is not obligated to register the Interests for resale under any applicable federal or state securities laws and that the Partnership is not obligated to supply such Partner with information or assistance in complying with any exemption under any applicable federal or state securities laws.

Section 2.16 Devotion of Time. Each Individual Limited Partner agrees to devote substantially all of his business time, skill, energies and attention to his responsibilities to the Och-Ziff Group in a diligent manner at all times prior to his Special Withdrawal or Withdrawal.

Section 2.17 Partnership Property; Partnership Interest. No real or other property of the Partnership shall be deemed to be owned by any Partner individually, but shall be owned by and title shall be vested solely in the Partnership. The Interests of the Partners shall constitute personal property.

Section 2.18 Short Selling and Hedging Transactions. While each Partner (including the Ziff Partner) is a Limited Partner of the Partnership (irrespective of whether or not a Special Withdrawal or Withdrawal has occurred in respect of such Partner) and at all times thereafter (other than with respect to the Ziff Partner), such Partner and its Affiliates shall not, without PMC Approval, directly or indirectly, (a) effect any short sale (as such term is defined in Regulation SHO under the Exchange Act) of Class A Shares or any short sale of any Related Security, or (b) enter into any swap or other transaction, other than a sale (which is not a short sale) of Class A Shares or any Related Security to the extent permitted by this Agreement, that

transfers to another, in whole or in part, any of the economic risks, benefits or consequences of ownership of Class A Shares or any Related Security. The foregoing clause (b) is expressly agreed to preclude each Partner and its Affiliates, while such Partner (including the Ziff Partner) is a Limited Partner of the Partnership (irrespective of whether or not a Special Withdrawal or Withdrawal has occurred in respect of such Partner) and at all times thereafter (other than with respect to the Ziff Partner), from engaging in any hedging or other transaction (other than a sale, which is not a short sale, of Class A Shares or any Related Security to the extent permitted by this Agreement) which is designed to or which reasonably could be expected to lead to or result in a transfer of the economic risks, benefits or consequences of ownership of Class A Shares or any Related Security, or a disposition of Class A Shares or any Related Security, even if such transfer or disposition would be made by someone other than such Partner or Affiliate thereof or any Person contracting directly with such Partner or Affiliate.

Section 2.19 Compliance with Policies. Each Individual Limited Partner hereby agrees that he shall comply with all policies and procedures adopted by any member of the Och-Ziff Group or which Limited Partners are required to observe by law, or by any recognized stock exchange, or other regulatory body or authority.

ARTICLE III

INTERESTS AND ADMISSION OF PARTNERS

Section 3.1 Units and other Interests.

(a) General. The Partners, as of the date of the Prior Partnership Agreement, agreed among themselves that: (i) beginning on the date of the Prior Partnership Agreement, Interests in the Partnership shall be designated as "Class A Common Units" ("Class A Common Units"), "Class B Common Units" ("Class B Common Units") and Class C Non-Equity Interests; (ii) except as expressly provided herein, a Class A Common Unit and a Class B Common Unit shall entitle the holder thereof to equal rights under this Agreement; (iii) holders of Class B Common Units may include the Initial General Partner in its capacity as a Limited Partner, which is the holder of all Class B Common Units as of the date hereof; (iv) from and after the date of the Prior Partnership Agreement, the rights and obligations in respect of the Interests of each applicable Original Partner and the Ziff Partner, as originally described in the Initial Partnership Agreement and such Partners' respective Supplementary Agreements, shall be set forth exclusively within this Agreement, as amended and restated herein; and (v) the respective Interests of each applicable Original Partner and the Ziff Partner in the Class A Common Units and the Initial General Partner in its capacity as a Limited Partner in the Class B Common Units shall be as recorded in the books of the Partnership as being owned by such Partner pursuant to this Section 3.1.

(b) Certificated and Uncertificated Units. From time to time, the General Partner may establish other classes or series of Units pursuant to Section 3.2. Units may (but need not, in the sole and absolute discretion of the General Partner) be evidenced by a certificate (a "Certificate of Ownership") in such form as the General Partner may approve in writing in its sole and absolute discretion. The Certificate of Ownership may contain such legends as may be required by law or as may be appropriate to evidence, if approved by the

General Partner pursuant to Section 8.1, the pledge of a Partner's Units. Each Certificate of Ownership shall be signed by or on behalf of the General Partner by either manual or facsimile signature. The Certificates of Ownership of the Partnership shall be numbered and registered in the register or transfer books of the Partnership as they are issued. The Partnership or other Transfer Agent shall act as registrar and transfer agent for the purposes of registering the ownership and Transfer of Units. If a Certificate of Ownership is defaced, lost or destroyed it may be replaced on such terms, if any, as to evidence and indemnity as the General Partner determines in its sole and absolute discretion. Notwithstanding the foregoing, Class A Common Units, Class B Common Units and Class D Common Units shall not be evidenced by Certificates of Ownership and a Partner's interest in any such Common Units shall be reflected through appropriate entries in the books and records of the Partnership.

(c) Record Holder. Except to the extent that the Partnership shall have received written notice of a Transfer of Units and such Transfer complies with the applicable requirements of Section 8.1, the Partnership shall be entitled to treat (i) in the case of Units evidenced by Certificates of Ownership, the Person in whose name any Certificates of Ownership stand on the books of the Partnership and (ii) in the case of Units not evidenced by Certificates of Ownership and Class C Non-Equity Interests, the Person listed in the books of the Partnership as the holder of such Units or Class C Non-Equity Interests, as the absolute owner thereof, and shall not be bound to recognize any equitable or other claim to, or interest in, such Units or Class C Non-Equity Interests on the part of any other Person. The name and business address of each Partner shall be set forth in the books of the Partnership.

(d) Common Unit and Class C Non-Equity Interest Voting Rights. Holders of Common Units (other than Class B Common Units) shall have no voting, consent or approval rights with respect to any matter submitted to holders of Units for their consent or approval, except as set forth in Section 10.2. Holders of Class C Non-Equity Interests shall have no voting, consent or approval rights with respect to any matter.

(e) Automatic Conversion of Class A Common Units. If, as a result of an exchange pursuant to the Exchange Agreement, Och-Ziff or any of its Subsidiaries (excluding any Operating Group Entity and any Subsidiary of an Operating Group Entity) acquires (in any manner) any Class A Common Units, each such Class A Common Unit will automatically convert into one Class B Common Unit, unless otherwise determined or cancelled.

(f) Class D Common Units. Interests in the Partnership shall include classes of Units designated as "Class D Common Units" ("Class D Common Units"). Class D Common Units may be issued in one or more series of such class. Class D Common Units of the first such series shall be designated as "Class D-1 Common Units," with each subsequent series of Class D Common Units to be designated with a consecutive number or as otherwise recorded in the books of the Partnership and the applicable Partner Agreement. The respective Interests in the Class D Common Units of each Individual Limited Partner and his Related Trusts, if any, holding such Class D Common Units (each, a "Class D Limited Partner") shall be as recorded in the books of the Partnership as being owned by such Partners pursuant to this Section 3.1. Except as otherwise set forth in this Agreement or the applicable Partner Agreement, if any, of any Class D Limited Partner, each series of Class D Common Units shall have the same rights, powers and duties, and the rights, powers and duties applicable to Class D Common Units shall be as set forth below and elsewhere in this Agreement:

(i) For purposes of Section 10.2(a), the Class D Common Units shall be treated as Class A Common Units.

(ii) No Class D Limited Partner shall be permitted to exchange any Class D Common Unit pursuant to the Exchange Agreement except to the extent that the General Partner determines that there has been sufficient Appreciation to result in such Class D Common Unit being economically equivalent to one Class A Common Unit consistent with the principles of Treasury Regulation section 1.704-1(b)(2)(iv)(f) and Section 6.1(c) (including with respect to the order of priority set forth therein). Such determination shall be made in writing (A) prior to any sale (including, but not limited to, by merger or otherwise) of Class A Common Units, (B) prior to any exchange of Class A Common Units pursuant to the Exchange Agreement and (C) at any other time as determined by the General Partner in its sole discretion; provided that, in the case of the foregoing clauses (A) and (B), sales or exchanges solely by the Ziff Partner (and no other Limited Partners) shall not be taken into account. To the extent that the General Partner determines that all Class D Common Units of a Class D Limited Partner, in aggregate, are not fully economically equivalent to Class A Common Units in connection with any determination described in clauses (A), (B) or (C) of the foregoing sentence, the General Partner shall make such determination with respect to as many of such Class D Limited Partner's Class D Common Units as possible and shall continue to make such determinations at the time of each subsequent occurrence of any of the events described in clauses (A), (B) or (C) above. The Partners agree that, if the General Partner determines, in accordance with this Section 3.1(f)(ii), that any Class D Common Unit of a Class D Limited Partner has become economically equivalent to one Class A Common Unit, then such Class D Common Unit will automatically convert into a Class A Common Unit and such Class D Limited Partner shall be a Potential Tag-Along Seller for purposes of Sections 8.5(a) and 8.5(b) with respect to any proposed sale or exchange related to any such determination. The Partners further agree that any Class D Common Units and any Class A Common Units into which such Class D Common Units have converted shall be Company Securities for purposes of any Drag-Along Sale for purposes of Sections 8.6(a), 8.6(b) and 8.6(c) with respect to any proposed sale or exchange related to any such determination.

(iii) Notwithstanding the provisions of Section 3.1(f)(ii) and the final sentence of Section 8.5(b), in circumstances wherein the General Partner shall permit other Limited Partners to participate in (i) a sale of Class A Common Units, or (ii) an exchange of Class A Common Units pursuant to the Exchange Agreement, the General Partner shall allow each Class D Limited Partner and his Related Trusts, if any, to make such Capital Contributions to the Partnership as would enable the relevant number of Class D Common Units of such Class D Limited Partner and his Related Trusts, if any, to become economically equivalent to Class A Common Units, in which case each such Class D Common Unit will automatically convert into a Class A Common Unit and such Class D Limited Partner and his Related Trusts, if any, will then be permitted to participate in such sale or exchange.

(iv) If any Class D Limited Partner does not participate in any sale or exchange of Common Units by the other Limited Partners occurring within two years after the applicable Issue Date of such Class D Limited Partner's Class D Common Units and in which such Class D Limited Partner would have been entitled to participate in accordance with Sections 3.1(f)(ii) or 3.1(f)(iii), then, following the end of such two-year period, such Class D Limited Partner shall, subject to the satisfaction of the conditions set forth in Sections 3.1(f)(ii) or 3.1(f)(iii), be entitled to exchange the number of vested Common Units equal to such Class D Limited Partner's pro rata share of the total number of vested Common Units that all Individual Limited Partners and their Related Trusts were entitled to Transfer in such sale or exchange, provided that if such sale or exchange of Common Units by the other Limited Partners occurred in connection with a Tag-Along Sale, all unvested Common Units shall be treated as vested Common Units for purposes of this Section 3.1(f)(iv).

(v) Each Class D Limited Partner that is an Individual Limited Partner shall be issued one Class B Share in respect of any additional complete Partnership Unit owned by him and his Related Trusts, if any, with each such Class B Share to be issued to such Class D Limited Partner on the same date as the conversion of the relevant partnership unit(s) in the relevant Operating Group Entity(ies) that gives rise to such Class D Limited Partner's entitlement to such Class B Share. Simultaneously with the first such issuance to such Class D Limited Partner of Class B Shares, such Class B Limited Partner shall be joined to the Class B Shareholders Agreement. For the purposes of this Section 3.1(f)(v), a "Partnership Unit" shall mean the ownership of one Class A Common Unit in each of the three Operating Group Entities.

(g) Adjustments to Class D Common Units. The General Partner shall maintain a one-to-one correspondence between each Class D Common Unit and each Class A Common Unit into which each such Class D Common Unit may convert, and may make equitable adjustments to the Class D Common Units to take into account changes in the number of Common Units, reclassifications, recapitalizations and similar factors provided that such adjustments are consistent with the intent of Section 6.1(c) and the other relevant provisions of this Agreement; provided, however, that no such equitable adjustment may adversely affect the Class D Common Units' rights to the allocations and distributions set forth in this Agreement and any applicable Partner Agreement.

(h) Reallocations of Common Units. In the event of any reallocation of Common Units to the Continuing Partners, the General Partner shall determine in its sole discretion the class and series of Common Units to which each such Common Unit shall belong upon its reallocation, notwithstanding anything to the contrary in any Partner Agreement entered into prior to the date hereof.

Section 3.2 Issuance of Additional Units and other Interests.

(a) Additional Units. The General Partner may from time to time in its sole and absolute discretion admit any Person as an additional Limited Partner of the Partnership (each such Person, if so admitted, an "Additional Limited Partner" and, collectively, the "Additional Limited Partners"). A Person shall be deemed admitted as a Limited Partner at

the time such Person (i) executes this Agreement or a counterpart of this Agreement and (ii) is named as a Limited Partner in the books of the Partnership. Each Substitute Limited Partner shall be deemed an Additional Limited Partner whose admission as an Additional Limited Partner has been approved in writing by the General Partner for all purposes hereunder. Subject to the satisfaction of the foregoing requirements and Sections 4.1(c) and 10.2(b), the General Partner is hereby expressly authorized to cause the Partnership to issue additional Units for such consideration and on such terms and conditions, and to such Persons, including the General Partner, any Limited Partner or any of their Affiliates, as shall be established by the General Partner in its sole and absolute discretion, in each case without the approval of any other Partner or any other Person. Without limiting the foregoing, but subject to Sections 4.1(c) and 10.2(b), the General Partner is expressly authorized to cause the Partnership to issue Units (A) upon the conversion, redemption or exchange of any debt or other securities issued by the Partnership, (B) for less than fair market value or no consideration, so long as the General Partner concludes that such issuance is in the best interests of the Partnership and its Partners, and (C) in connection with the merger of any other Person into the Partnership if the applicable merger agreement provides that Persons are to receive Units in exchange for their interests in the Person merging into the Partnership. The General Partner is hereby expressly authorized to take any action, including without limitation amending this Agreement without the approval of any other Partner, to reflect any issuance of additional Units. Subject to Sections 4.1(c) and 10.2(b), additional Units may be Class A Common Units, Class B Common Units or other Units.

(b) Unit Designations. Subject to Section 10.2(b), any additional Units may be issued in one or more classes, or one or more series of any of such classes, with such designations, preferences and relative, participating, optional or other special rights, powers and duties (including, without limitation, rights, powers and duties that may be senior or otherwise entitled to preference over existing Units) as shall be determined by the General Partner, in its sole and absolute discretion without the approval of any Limited Partner or any other Person, and set forth in a written document thereafter attached to and made an exhibit to this Agreement, which exhibit shall be an amendment to this Agreement and shall be incorporated herein by this reference (each, a "Unit Designation").

(c) Unit Rights. Without limiting the generality of the foregoing, but subject to Sections 4.1(c) and 10.2(b), in respect of additional Units the General Partner shall have authority to specify (i) the allocations of items of Partnership income, gain, loss, deduction and credit to holders of each such class or series of Units; (ii) the right of holders of each such class or series of Units to share (on a *pari passu*, junior or preferred basis) in Partnership distributions; (iii) the rights of holders of each such class or series of Units upon dissolution and liquidation of the Partnership; (iv) the voting rights, if any, of holders of each such class or series of Units; and (v) the conversion, redemption or exchange rights applicable to each such class or series of Units. The total number of Units that may be created and issued pursuant to this Section 3.2 is not limited.

(d) Class C Non-Equity Interests. Class C Non-Equity Interests may only be issued to a Limited Partner as consideration for the provision of services to the Partnership in the form of future allocations of Net Income to such Limited Partner. No Partner may, under any circumstances, Transfer any Class C Non-Equity Interests, and any purported Transfer of Class C Non-Equity Interests shall be null and void and of no force and effect.

Holders of Class C Non-Equity Interests shall have no right to receive any allocations thereon, and allocations, if any, made thereon to such Limited Partner need not be made in proportion to the number of Common Units or other Units held by such Limited Partner. Holders of Class C Non-Equity Interests shall have only the limited rights expressly set forth in this Agreement. The Partnership or other Transfer Agent shall act as registrar and transfer agent for the purposes of registering the ownership of Class C Non-Equity Interests.

(e) Additional Limited Partners. Subject to the other terms of this Agreement, including Section 10.2(b), the rights and obligations of an Additional Limited Partner to which Units are issued shall be set forth in such Additional Limited Partner's Partner Agreement, the Unit Designation relating to the Units issued to such Additional Limited Partner or a written document thereafter attached to and made an exhibit to this Agreement, which exhibit shall be an amendment to this Agreement (but shall not require the approval of any Limited Partner) and shall be incorporated herein by this reference. Such rights and obligations may include, without limitation, provisions describing the vesting of the Units issued to such Additional Limited Partner and the reallocation of such Units or other consequences of the Withdrawal of such Additional Limited Partner other than due to a breach of any of the covenants in Section 2.13(b) or, if applicable, any of those provided in such Additional Limited Partner's Partner Agreement.

ARTICLE IV

VOTING AND MANAGEMENT

Section 4.1 General Partner: Power and Authority.

(a) Pursuant to the Prior Partnership Agreement, Och-Ziff GP LLC, a Delaware limited liability company (the "Withdrawn General Partner"), was removed as general partner of the Partnership and the Initial General Partner was admitted as general partner of the Partnership from the date of the Prior Partnership Agreement. The business and affairs of the Partnership shall be managed exclusively by the General Partner; provided, however, that the General Partner may delegate such power and authority to the Partner Management Committee (or its Chairman), the Partner Performance Committee (or its Chairman) or such other committee (or its chairman) as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or in a resolution duly adopted by the General Partner. Initially the General Partner has delegated certain power and authority to the Partner Management Committee and the Partner Performance Committee, as set forth elsewhere in this Agreement. The General Partner shall have the power and authority, on behalf of and in the name of the Partnership, to carry out any and all of the objects and purposes and exercise any and all of the powers of the Partnership and to perform all acts which it may deem necessary or advisable in connection therewith. Such acts include, but are not limited to, the approval of a merger or consolidation involving the Partnership, or of the conversion, transfer, domestication or continuance of the Partnership, or of the compromise of any obligation of a Partner to make a contribution or return money or other property to the Partnership, to the fullest extent permitted by applicable law, by the General Partner without the consent or approval of any of the other Partners. Appraisal rights permitted under Section 17-212

of the Act shall not apply or be incorporated into this Agreement, and no Partner or assignee of an Interest shall have any of the dissenter or appraisal rights described therein. The Limited Partners, in their capacity as limited partners (and not as officers of the General Partner or members of any committee established by the General Partner), shall have no part in the management of the Partnership and shall have no authority or right to act on behalf of or bind the Partnership in connection with any matter. The Partners agree that all determinations, decisions and actions made or taken by the General Partner, the Partner Management Committee (or its Chairman) or the Partner Performance Committee (or its Chairman) in accordance with this Agreement shall be conclusive and absolutely binding upon the Partnership, the Partners and their respective successors, assigns and personal representatives.

(b) Limited Partners holding a majority of the outstanding Class B Common Units shall have the right to remove the General Partner at any time, with or without cause. Upon the withdrawal or removal of the General Partner, Limited Partners holding a majority of the outstanding Class B Common Units shall have the right to appoint a successor General Partner; provided, however, that any successor General Partner must be a direct or indirect wholly owned Subsidiary of Och-Ziff. Any Person appointed as a successor General Partner by the Limited Partners holding a majority of the outstanding Class B Common Units shall become a successor General Partner for all purposes herein, and shall be vested with the powers and rights of the transferring General Partner, and shall be liable for all obligations of the General Partner arising from and after such date, and shall be responsible for all duties of the General Partner, once such Person has executed such instruments as may be necessary to effectuate its admission and to confirm its agreement to be bound by all the terms and provisions of this Agreement in its capacity as the General Partner.

(c) In order to protect the economic and legal rights of the Original Partners set forth in this Agreement and the Exchange Agreement, unless the General Partner has received PMC Approval, (i) the General Partner shall not take any action, and shall not permit any Subsidiary of the Partnership to take any action, that is prohibited under Section 2.9 of the Och-Ziff LLC Agreement and (ii) the General Partner shall cause the Partnership and its Subsidiaries to comply with the provisions of Section 2.9 of the Och-Ziff LLC Agreement.

(d) The General Partner may, from time to time, employ any Person or engage third parties to render services to the Partnership on such terms and for such compensation as the General Partner may determine in its sole and absolute discretion, including, without limitation, attorneys, investment consultants, brokers or finders, independent auditors and printers. Such employees and third parties may be Affiliates of the General Partner or of one or more of the Limited Partners. Persons retained, engaged or employed by the Partnership may also be engaged, retained or employed by and act on behalf of any Partner or any of their respective Affiliates.

Section 4.2 Partner Management Committee.

(a) Establishment. The General Partner hereby establishes a partner management committee (the "Partner Management Committee"), initially consisting of Daniel S. Och, David Windreich, Joel Frank, Michael Cohen, Zoltan Varga, Harold Kelly and James-Keith Brown, with Daniel S. Och serving as its Chairman, until its membership is changed in accordance with Section 4.2(b). The Partner Management Committee shall have the powers and responsibilities described in Section 4.2(d).

(b) Membership. Each member of the Partner Management Committee shall serve until such member's Special Withdrawal, Withdrawal, death, Disability or, other than with respect to Daniel S. Och, removal by a majority vote of the other members of the Partner Management Committee. The Chairman, or, if there is no Chairman, a majority of the Partner Management Committee, may appoint a new member of the Partner Management Committee at any time. Upon Mr. Och's Withdrawal, death or Disability, the remaining members of the Partner Management Committee shall act by majority vote to either (1) replace Mr. Och with a Limited Partner to serve as Chairman, until such Limited Partner's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Management Committee or (2) reduce the size of the committee to the remaining members (in which case, there shall be no Chairman of the Partner Management Committee). Upon a reconstitution as provided in clause (1) above, the Partner Management Committee shall have the rights of reconstitution described in the previous sentence in the event of the new Chairman's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Management Committee. Upon the Special Withdrawal, Withdrawal, death, Disability or removal of any of the members of the Partner Management Committee other than the Chairman, the remaining members of the Partner Management Committee shall act by majority vote to fill such vacancy.

(c) Procedure. Meetings of the Partner Management Committee shall be held at such time, at such place and in such manner as the Chairman shall determine (or, in the case of there being no Chairman, at such times as a majority of the other members of the Partner Management Committee request). When the Partner Management Committee acts by full committee, each member shall have one vote. The Chairman of the Partner Management Committee shall have the ability to take action unilaterally as expressly set forth in this Agreement. Where the Chairman acts unilaterally, no meeting need be held. Members of the Partner Management Committee may participate in a meeting of the Partner Management Committee by means of telephone, video conferencing or other communications technology by means of which all Persons participating in the meeting can hear and be heard. Any member of the Partner Management Committee who is unable to attend a meeting of the Partner Management Committee may grant in writing to another member of the Partner Management Committee such member's proxy to vote on any matter upon which action is to be taken at such meeting. No meeting may be held without the attendance of a majority of the members of the Partner Management Committee, including the Chairman (if any). Any decision or action that may be approved by a vote of the Partner Management Committee in a meeting held in accordance with this Section 4.2 shall be equally valid if approved, without a meeting being held, by the written consent of members of the Partner Management Committee who could together have approved such decision or action by their votes at a meeting. The Partner Management Committee shall conduct its business by such other procedures as approved in writing by a majority of its members including the Chairman.

(d) Powers and Responsibilities. The Chairman of the Partner Management Committee (or, if there is no such Chairman, the full Partner Management Committee acting by majority vote) shall have the sole power to require an Original Partner (or

his transferees) to withdraw his portion of the Invested IPO Proceeds from the relevant investment fund managed or advised by the Och-Ziff Group and contribute such amounts to any other investment funds managed or advised by the Och-Ziff Group, including any fund managed or advised by a joint venture between the Och-Ziff Group and one or more third parties. The powers and responsibilities of the Partner Management Committee and its Chairman individually shall be limited to those powers and responsibilities set forth expressly in this Agreement (including, without limitation, in Sections 4.1, 4.2, 7.1, 8.1, 8.3, 8.4 and 10.2), and to the reconstitution of the Class B Shareholder Committee (by majority vote of the Partner Management Committee) pursuant to the Class B Shareholders Agreement; provided, however, that the General Partner may delegate in writing such further power and responsibilities to the Partner Management Committee or its Chairman as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or a resolution duly adopted by the General Partner.

Section 4.3 Partner Performance Committee.

(a) Establishment. The General Partner hereby establishes a partner performance committee (the "Partner Performance Committee"), initially consisting of Daniel S. Och, David Windreich, Joel Frank, Michael Cohen, Zoltan Varga and Harold Kelly, with Daniel S. Och serving as its Chairman, until its membership is changed in accordance with Section 4.3(b). The Partner Performance Committee shall have the powers and responsibilities described in Section 4.3(d).

(b) Membership. Each member of the Partner Performance Committee shall serve until such member's Special Withdrawal, Withdrawal, death, Disability or, other than with respect to Daniel S. Och, removal by a majority vote of the other members of the Partner Performance Committee. Upon Mr. Och's Withdrawal, death or Disability, the remaining members of the Partner Performance Committee shall act by majority vote to (i) replace Mr. Och with a Limited Partner until such Limited Partner's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Performance Committee and (ii) determine whether such Limited Partner shall serve as Chairman of the Partner Performance Committee. The Partner Performance Committee shall have the rights of reconstitution described in the foregoing sentence in the event of the new Chairman's Special Withdrawal, Withdrawal, death, Disability or removal by a majority vote of the other members of the Partner Performance Committee. Upon the Special Withdrawal, Withdrawal, death, Disability or removal of any of the members of the Partner Performance Committee other than the Chairman, the remaining members of the Partner Performance Committee shall act by majority vote to fill such vacancy.

(c) Procedure. Meetings of the Partner Performance Committee shall be held at such time, at such place and in such manner as the Chairman shall determine (or, in the case of there being no Chairman, at such times as a majority of the other members of the Partner Performance Committee request). When the Partner Performance Committee acts by full committee, each member shall have one vote and the vote of Daniel S. Och shall break any deadlock. The Chairman of the Partner Performance Committee shall have the ability to take action as expressly set forth in this Agreement. Where the Chairman acts unilaterally, no

meeting need be held. Members of the Partner Performance Committee may participate in a meeting of the Partner Performance Committee by means of telephone, video conferencing or other communications technology by means of which all Persons participating in the meeting can hear and be heard. Any member of the Partner Performance Committee who is unable to attend a meeting of the Partner Performance Committee may grant in writing to another member of the Partner Performance Committee such member's proxy to vote on any matter upon which action is to be taken at such meeting. No meeting may be held without the attendance of a majority of the members of the Partner Performance Committee, including the Chairman (if any). Any decision or action that may be approved by a vote of the Partner Performance Committee in a meeting held in accordance with this Section 4.3 shall be equally valid if approved, without a meeting being held, by the written consent of members of the Partner Performance Committee who could together have approved such decision or action by their votes at a meeting. The Partner Performance Committee shall conduct its business by such other procedures as approved in writing by a majority of its members including the Chairman.

(d) Powers and Responsibilities. The powers and responsibilities of the Partner Performance Committee and its Chairman individually shall be limited to those powers and responsibilities set forth expressly elsewhere in this Agreement (including, without limitation, in Sections 4.1, 4.3 and 8.3); provided, however, that the General Partner may delegate in writing such further power and responsibilities to the Partner Performance Committee or its Chairman as it shall deem necessary, advisable or appropriate in its sole and absolute discretion from time to time, which delegation may be set forth in this Agreement, as an amendment hereto (which shall not require the vote or approval of any Limited Partner) or a resolution duly adopted by the General Partner.

Section 4.4 Books and Records; Accounting. The General Partner shall have responsibility for the day-to-day management and general oversight of the accounting and finance function of the Partnership and shall keep at the principal office of the Partnership (or at such other place as the General Partner shall determine) true and complete books and records regarding the status of the business and financial condition and results of operations of the Partnership. The books and records of the Partnership shall be kept in accordance with the federal income tax accounting methods and rules determined by the General Partner, which methods and rules shall reflect all transactions of the Partnership and shall be appropriate and adequate for the business of the Partnership.

Section 4.5 Expenses. Except as otherwise provided in this Agreement, the Partnership shall be responsible for and shall pay out of funds of the Partnership determined by the General Partner to be available for such purpose, all expenses and obligations of the Partnership, including, without limitation, those incurred by the Partnership or the General Partner or their Affiliates, or the Partner Management Committee or the Partner Performance Committee in connection with the formation, conversion, operation or management of the Partnership and the business conducted by the Partnership, in organizing the Partnership and preparing, negotiating, executing, delivering, amending and modifying this Agreement.

Section 4.6 Partnership Tax and Information Returns.

(a) The Partnership shall use commercially reasonable efforts to timely file all returns of the Partnership that are required for U.S. federal, state and local income tax purposes. The Tax Matters Partner shall use commercially reasonable efforts to furnish to all Partners necessary tax information as promptly as possible after the end of the Fiscal Year; provided, however, that delivery of such tax information may be subject to delay as a result of the late receipt of any necessary tax information from an entity in which the Partnership holds a direct or indirect interest. Each Partner agrees to file all U.S. federal, state and local tax returns required to be filed by it in a manner consistent with the information provided to it by the Partnership. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal, state and local income tax purposes.

(b) Except as otherwise provided herein, the General Partner, in its sole and absolute discretion, shall determine whether the Partnership should make any elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions.

(c) The General Partner shall designate one Partner as the Tax Matters Partner (as defined in the Code). The Tax Matters Partner shall be the General Partner until the General Partner designates another Partner in writing. The Tax Matters Partner is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

(d) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to assist or cause the Partnership or any of its Subsidiaries to comply with any withholding requirements established under the Code or any other federal, state, local or foreign law including, without limitation, pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold or otherwise pays over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including, without limitation, by reason of Section 1446 of the Code), the General Partner may, in its sole and absolute discretion, treat the amount withheld as a distribution of cash pursuant to Section 7.1 or Article IX in the amount of such withholding from or with respect to such Partner or the amount paid over as an expense to be borne by the Partners generally.

(e) Partnership Division. In a series of transactions that comprised an "assets over" partnership division described in Treasury Regulation Section 1.708-1(d), OZ Advisors II LP succeeded to certain assets of the Partnership, including goodwill and other intangible assets. In that partnership division, the Partnership was the "prior partnership"/"divided partnership" and OZ Advisors II LP was the "recipient partnership." The Partnership will file its federal, state, and local tax returns consistent with that characterization. Terms in quotations in this Section 4.6(e) have the meanings given thereto in Treasury Regulation Sections 1.708-1(d)(3) and (d)(4).

ARTICLE V

CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 5.1 Capital Contributions.

(a) Limited Partners may make Capital Contributions at such times and in such amounts as shall be determined by the General Partner in its sole and absolute discretion; provided, however, that (i) no Original Related Trust or Subsequent Related Trust shall be obligated to make Capital Contributions pursuant to this Section 5.1(a) and (ii) no other Related Trust shall be obligated to make Capital Contributions pursuant to this Section 5.1(a) unless otherwise determined by the General Partner.

(b) In the event that the Partnership is required at any time to return any distribution it has received from any fund or investment vehicle or other entity, each Partner who was a Partner at the time such distribution was distributed by the Partnership and who received a portion of such distribution agrees to make a Capital Contribution in proportion to its Percentage Interest at the time of such distribution to enable the Partnership to return such distribution.

Section 5.2 Capital Accounts.

(a) The General Partner shall maintain, for each Partner owning Units or Class C Non-Equity Interests, a separate Capital Account with respect to such Partner in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to any such Units or Class C Non-Equity Interests pursuant to this Agreement and (ii) all items of Partnership income and gain (including, without limitation, income and gain exempt from tax) computed in accordance with Section 5.2(b) and allocated with respect to any such Units and Class C Non-Equity Interests pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to any such Units and Class C Non-Equity Interests pursuant to this Agreement and (y) all items of Partnership deduction and loss computed in accordance with Section 5.2(b) and allocated with respect to any such Units pursuant to Section 6.1. Except as otherwise indicated in this Agreement, the foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulation.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction, which is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including, without limitation, any method of depreciation, cost recovery or amortization used for that purpose); provided, however, that:

(i) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code which may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(ii) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(iii) The Capital Account balance of each Partner and the Carrying Value of all Partnership Property shall be adjusted in accordance with the rules set forth in Treasury Regulation Section 1.704-1(b)(2)(iv)(f) to reflect the Partner's allocable share (as determined under Article IV) of the items of Net Income or Net Loss that would be realized by the Partnership if it sold all of its property at its fair market value (taking Code Section 7701(g) into account) on (a) the date of the acquisition of any additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the date of the distribution of more than a de minimis amount of Partnership assets to a Partner; (c) the date any interest in the Partnership is relinquished to the Partnership; or (d) any other date specified in the Treasury Regulations or as otherwise determined by the General Partner; provided, however, that adjustments pursuant to clauses (a), (b) (c) and (d) above shall be made only if the General Partner, in its sole and absolute discretion, determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners.

(c) A transferee of Units shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Units so Transferred, unless otherwise determined by the General Partner. Notwithstanding the foregoing, the Initial General Partner shall not succeed to any portion of any of the Capital Accounts of the holders of Class A Common Units that are purchased by the Partnership with the proceeds received from the IPO and the DIC Sahir Transaction to the extent attributable to Pre-Closing Allocations or Deferred Income Allocations.

(d) Notwithstanding anything expressed or implied to the contrary in this Agreement, no Partner shall have the right to request, demand, or receive any distribution in respect of such Partner's Capital Account from the Partnership (other than as expressly provided in Article VII or Article IX).

Section 5.3 Determinations by General Partner. Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the General Partner shall determine, in its sole and absolute discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the Partners, the General Partner may make such modification.

ARTICLE VI

ALLOCATIONS

Section 6.1 Allocations for Capital Account Purposes. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.2(b)) shall be allocated among the Partners in each taxable year (or portion thereof) as provided herein below.

(a) Net Income. Subject to the terms of any Unit Designation and Section 6.1(c), after giving effect to the special allocations set forth in Section 6.1(e), Net Income for each taxable year and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable year shall be allocated to the Partners: first, with respect to Partners that have Class C Non-Equity Interests, in amounts, if any, as determined by Class C Approval in respect of each such Partner for such taxable year and, second, in accordance with the respective Percentage Interests of the Partners.

(b) Net Loss. Subject to the terms of any Unit Designation and Section 6.1(c), after giving effect to the special allocations set forth in Section 6.1(e), Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests; provided, however, that to the extent any allocation of Net Loss would cause any Partner to have a deficit balance in its Adjusted Capital Account at the end of such taxable year (or increase any existing deficit balance in its Adjusted Capital Account), such allocation of Net Loss shall be reallocated among the other Partners in accordance with their respective Percentage Interests.

(c) Net Income or Loss upon Sale. Notwithstanding any other provision of this Agreement to the contrary (subject to the terms of any Unit Designation, and after giving effect to the special allocations set forth in Section 6.1(e)):

(i) items of Net Income realized in connection with a Sale shall be specially allocated in the following order:

(A) first, pro rata among the Partners holding Units ("Pre-Existing Units") that were outstanding immediately prior to the date of issuance (the "Issue Date") of the first series of Class D Common Units in accordance with the number of such Pre-Existing Units until the aggregate amount so allocated to such Pre-Existing Units equals the difference between the fair market value of the

Partnership immediately prior to such Issue Date and the aggregate Economic Capital Account Balances of Pre-Existing Units immediately prior to such Issue Date; provided that the principles of this Section 6.1(c)(i)(A) shall be applied with respect to each subsequent series of Class D Common Units so as to include Units that have been allocated their full Priority Allocation under Section 6.1(c)(i)(B) as Pre-Existing Units and to take into account the difference between the fair market value of the Partnership and the aggregate Economic Capital Account Balances of Pre-Existing Units immediately prior to issuance of such subsequent series (or, to the extent determined by the General Partner in its sole discretion with respect to the Existing Class D Common Units, to take into account the Existing Value);

(B) second, to the Class D Limited Partners, provided that such allocations shall be made: (i) so that each series of Class D Common Units issued on any date receives such allocations of Net Income in an aggregate amount equal to the Priority Allocation with respect to such series of Class D Common Units prior to any such allocations being made to any series of Class D Common Units that were issued on a subsequent date; (ii) pro rata among all such Limited Partners with respect to their Class D Common Units that were issued on the same date in accordance with the Priority Allocations of such Class D Common Units; and (iii) such that no such Class D Limited Partner shall receive aggregate allocations of Net Income under this Section 6.1(c)(i)(B) that would exceed such Class D Limited Partner's Appreciation with respect to his Class D Common Units; and

(C) thereafter, pro rata among the Partners in accordance with their respective Percentage Interests; and

(ii) items of Net Loss realized in connection with such Sale shall be specially allocated in the following order:

(A) first, pro rata among the Partners receiving prior allocations of Net Income under Section 6.1(c)(i)(A), to the extent of such prior allocations of Net Income; and

(B) thereafter, as determined by the General Partner in a manner consistent with the intent of this Section 6.1(c), which is to make the Economic Capital Account Balance associated with each Class D Common Unit economically equivalent to the Economic Capital Account Balance associated with a Class A Common Unit, but only to the extent that the Partnership has recognized cumulative net gains with respect to its assets since the issuance of the relevant Class D Common Unit (or, to the extent determined by the General Partner in its sole discretion with respect to any Existing Class D Common Unit, since the date hereof).

(d) Deferred Income Allocations and Pre-Closing Allocations. Deferred Income Allocations shall be made among the Original Deferral Partners in accordance with the relevant Deferred Income Allocation Plans. Pre-Closing Allocations shall be made among the Original Partners and the Ziff Partner in accordance with such Partners' interests in the Partnership, as determined by the General Partner.

(e) Special Allocations. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) Partnership Minimum Gain Chargeback. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(e), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(e) with respect to such taxable period (other than an allocation pursuant to Section 6.1(e)(iii) and 6.1(e)(vi)). This Section 6.1(e)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Chargeback of Partner Nonrecourse Debt Minimum Gain. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(e)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(e), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income and gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(e), other than Section 6.1(e)(i) and other than an allocation pursuant to Section 6.1(e)(v) and 6.1(e)(vi), with respect to such taxable period. This Section 6.1(e)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible unless such deficit balance is otherwise eliminated pursuant to Section 6.1(e)(i) or (ii). This Section 6.1(e)(iii) is intended to qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Gross Income Allocations. In the event any Partner has a deficit balance in its Capital Account at the end of any Partnership taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Section 6.1(e)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(e)(iv) were not in this Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any taxable period shall be allocated to the Partners in accordance with their respective Percentage Interests. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vi) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(vii) Nonrecourse Liabilities. Nonrecourse Liabilities of the Partnership described in Treasury Regulation Section 1.752-3(a)(3) shall be allocated among the Partners in the manner chosen by the General Partner and consistent with such Treasury Regulation.

(viii) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(ix) Curative Allocation. The Required Allocations are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Required Allocations shall be offset either

with other Required Allocations or with special allocations of other items of Partnership income, gain, loss or deduction pursuant to this Section 6.1(e)(ix). Therefore, notwithstanding any other provision of this Article VI (other than the Required Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Required Allocations were not part of this Agreement and all Partnership items were allocated pursuant to the economic agreement among the Partners.

(x) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(e)(ix) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(e)(ix) among the Partners in a manner that is likely to minimize such economic distortions.

(xi) The Partnership shall specially allocate an amount of gross income equal to the Expense Amount to the General Partner.

Section 6.2 Allocations for Tax Purposes.

(a) Except as otherwise provided herein, each item of income, gain, loss and deduction shall be allocated, for U.S. federal income tax purposes, among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or an Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners as follows:

(i) (A) In the case of a Contributed Property, such items attributable thereto shall be allocated among the Partners in the manner provided under Section 704(c) of the Code that takes into account the variation between the Agreed Value of such property and its adjusted basis at the time of contribution; and (B) any item of Residual Gain or Residual Loss attributable to a Contributed Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(ii) (A) In the case of an Adjusted Property, such items attributable thereto shall (1) first, be allocated among the Partners in a manner consistent with the principles of Section 704(c) of the Code to take into account the Book-Tax Disparity of such property, and (2) second, in the event such property was originally a Contributed Property, be allocated among the Partners in a manner consistent with Section 6.2(b)(i)(A); and (B) any item of Residual Gain or Residual Loss attributable to an Adjusted Property shall be allocated among the Partners in the same manner as its correlative item of "book" gain or loss is allocated pursuant to Section 6.1.

(iii) The General Partner may cause the Partnership to eliminate Book-Tax Disparities using any method or methods described in Treasury Regulation Section 1.704-3 or that it determines is appropriate, in its sole and absolute discretion.

(c) For the proper administration of the Partnership, the General Partner, as it determines in its sole and absolute discretion is necessary or appropriate to execute the provisions of this Agreement and to comply with U.S. federal, state and local tax law, may (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations for federal income tax purposes of income (including, without limitation, gross income) or deductions; (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Units (or any class or classes thereof); and (iv) adopt and employ methods for (A) the maintenance of Capital Accounts for book and tax purposes, (B) the determination and allocation of adjustments under Sections 704(c), 734 and 743 of the Code, (C) the determination and allocation of taxable income, tax loss and items thereof under this Agreement and pursuant to the Code, (D) the determination of the identities and tax classification of holders of Units, (E) the provision of tax information and reports to the holders of Units, (F) the adoption of reasonable conventions and methods for the valuation of assets and the determination of tax basis, (G) the allocation of asset values and tax basis, (H) the adoption and maintenance of accounting methods, (I) the recognition of the Transfer of Units and (J) tax compliance and other tax-related requirements, including without limitation, the use of computer software.

(d) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner in its sole and absolute discretion) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(e) For purposes of determining the items of Partnership income, gain, loss, deduction, or credit allocable to any Partner with respect to any period, such items shall be determined on a daily, monthly, quarterly or other basis, as determined by the General Partner in its sole and absolute discretion using any permissible method under Code Section 706 and the Regulations thereunder.

ARTICLE VII

DISTRIBUTIONS

Section 7.1 Distributions.

(a) No Partner shall have the right to withdraw capital or demand or receive distributions or other returns of any amount in his Capital Account, except as expressly provided in this Article VII or Article IX.

(b) Subject to the terms of any Unit Designation, distributions in respect of Units shall be made to the Partners in the following order:

(i) First, Tax Distributions shall be made pursuant to Section 7.3;

(ii) Second, an Expense Amount Distribution shall be made pursuant to Section 7.4.

(iii) Third, distributions, if any, shall be made to the relevant Limited Partners in respect of Class C Non-Equity Interests as and when determined by Class C Approval.

(iv) Fourth, distributions shall be made as and when determined by the General Partner, in its sole and absolute discretion, in respect of any amounts allocated to a Partner's Capital Account pursuant to Section 5.3.

(v) Fifth, distributions shall be made as and when determined by the General Partner in its sole and absolute discretion in accordance with the Partners' respective Percentage Interests.

(vi) Notwithstanding the foregoing, (A) the Management Fee Distributions, Term Loan Distributions, and distributions in respect of Deferred Income Allocations shall be made exclusively to the applicable Original Partners and the Ziff Partner, (B) the General Partner may, with the consent of the affected Partner, delay distribution of any amounts otherwise distributable to any Partner under this Section 7.1, and (C) in the event of the Partnership selling or otherwise disposing of substantially all of its assets or a dissolution of the Partnership, all distributions shall be made in accordance with Section 9.4.

(c) Amounts received (including amounts withheld in respect of taxes or other governmental charges from such amounts so received) by any Partner pursuant to a Partner Agreement with any Subsidiary of the Partnership relating to the performance of services to or for the benefit of such Subsidiary by such Partner during any period beginning on or after the date of such Partner's admission to the Partnership shall be treated as distributions made to such Partner with respect to such period (and, if required, future periods) for all purposes of this Agreement, and such amounts shall reduce amounts otherwise distributable to the Partner pursuant to this Agreement with respect to such period (or such future periods).

Section 7.2 Distributions in Kind. The General Partner may cause the Partnership to make distributions of assets in kind in its sole and absolute discretion. Whenever the distributions provided for in Section 7.1 shall be distributable in property other than cash, the value of such distribution shall be the fair market value of such property determined by the General Partner in good faith, and in the event of such a distribution there shall be allocated to the Partners in accordance with Article VI the amount of Net Income or Net Loss that would result if the distributed asset had been sold for an amount in cash equal to its fair market value at the time of the distribution. Notwithstanding the foregoing, Net Income or Net Loss that would result if any asset distributed to a Partner in respect of Deferred Income Allocations had been sold for cash equal to its fair market value at the time of the distribution shall be allocated

pursuant to the foregoing sentence solely to the Original Deferral Partners receiving the distribution of such asset. No Partner shall have the right to demand that the Partnership distribute any assets in kind to such Partner.

Section 7.3 Tax Distributions. Subject to §17-607 of the Act, and unless determined otherwise by the General Partner in its sole discretion, the Partnership shall make distributions to each Partner for each calendar quarter ending after the date hereof as follows (collectively, the "Tax Distributions"):

(a) On or before the 10th day following the end of the First Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the First Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(b) On or before the 10th day following the end of the Second Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Second Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(c) On or before the 10th day following the end of the Third Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Third Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year;

(d) On or before the 10th day following the end of the Fourth Quarterly Period of each calendar year, an amount equal to such Partner's Presumed Tax Liability for the Fourth Quarterly Period less the aggregate amount of Prior Distributions previously made to such Partner during such calendar year, excluding any Tax Distribution with respect to a previous calendar year; and

(e) Tax Distributions shall be made on the basis of a calendar year regardless of the Fiscal Year used by the Partnership. To the extent the General Partner determines in its sole and absolute discretion that the distributions made under the foregoing subsections (a) through (d) are insufficient to satisfy the Partners' Presumed Tax Liability for the applicable calendar year, on or before the April 10th immediately following the applicable calendar year, an amount that the General Partner determines in its reasonable discretion will be sufficient to allow each Partner to satisfy his Presumed Tax Liability for the applicable calendar year, after taking into account all Prior Distributions made to the Partners with respect to the applicable calendar year, excluding any Tax Distribution with respect to a previous calendar year.

(f) Notwithstanding any other provision of this Agreement, other than Section 7.3(g), Tax Distributions shall be made: (i) to all Partners pro rata in accordance with their Percentage Interests; and (ii) as if each distributee Partner was allocated an amount of income in each Quarterly Period in respect of such Partner's Units equal to the product of (x) the

highest amount of income allocated to any Partner with respect to his Units, calculated on a per-Unit basis, taking into account any income allocations pursuant to Section 6.2 hereof and disregarding any adjustment required by Section 734 or Section 743 of the Code, multiplied by (y) the amount of Units held by such distributee Partner.

(g) Subject to the limitations set forth in this Section 7.3, the Partnership shall make distributions in respect of the tax liability of a Partner arising from the allocation of any items hereunder to Class C Non-Equity Interests applying principles similar to the principles for determining Tax Distributions and Presumed Tax Liability, and amounts so allocated, determined or distributed with respect to Class C Non-Equity Interests of a Partner shall not be taken into account in determining any Tax Distributions in respect of Units.

Section 7.4 Expense Amount Distributions. The Partnership shall distribute any Expense Amount to the General Partner at such times as the General Partner shall determine in its sole discretion (an "Expense Amount Distribution").

Section 7.5 Borrowing. Subject to Section 17-607 of the Act, the Partnership may borrow funds in order to make the Tax Distributions or Expense Amount Distributions.

Section 7.6 Restrictions on Distributions. The foregoing provisions of this Article VII to the contrary notwithstanding, no distribution shall be made: (a) if such distribution would violate any contract or agreement to which the Partnership is then a party or any law, rule, regulation, order or directive of any governmental authority then applicable to the Partnership; (b) to the extent that the General Partner, in its sole and absolute discretion, determines that any amount otherwise distributable should be retained by the Partnership to pay, or to establish a reserve for the payment of, any liability or obligation of the Partnership, whether liquidated, fixed, contingent or otherwise; or (c) to the extent that the General Partner, in its sole and absolute discretion, determines that the cash available to the Partnership is insufficient to permit such distribution.

ARTICLE VIII

TRANSFER OR ASSIGNMENT OF INTEREST; CESSATION OF PARTNER STATUS

Section 8.1 Transfer and Assignment of Interest.

(a) OZ Limited Partners. Notwithstanding anything to the contrary herein, Transfers of Common Units may only be made by OZ Limited Partners (x) in accordance with the other provisions of this Article VIII (including, without limitation, the vesting provisions in Section 8.4, except as expressly set forth in this Section 8.1(a) in respect of Transfers by Original Related Trusts), and (y) subject to Section 2.13(g). During the Restricted Period, no OZ Limited Partner shall be permitted to Transfer Common Units unless, following the date of such Transfer, the relevant Individual Limited Partner and its Related Trusts continue to hold in the aggregate at least 25% of the Common Units of such Partners that have vested on or before the date of such Transfer, without regard to dispositions (such requirements, the "Minimum Retained Ownership Requirements"). An OZ Limited Partner may not Transfer all or any of such Partner's Units without the prior written approval of the General Partner, which

approval may be granted or withheld, with or without reason, in the General Partner's sole and absolute discretion; provided, however, that, without the prior written approval of the General Partner, (i) an Original Related Trust may Transfer its Interest (including any unvested Units) in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust (provided, however, that such Subsequent Related Trust remains subject to the same vesting requirements in accordance with Section 8.4 as the transferring Original Related Trust had been before its Withdrawal), (ii) the Related Trust of any Individual Limited Partner may, at any time, subject to Section 2.13(g), Transfer such Related Trust's Common Units (including any unvested Units) to such Individual Limited Partner as authorized by the terms of the relevant trust agreement (provided, however, that such Individual Limited Partner remains subject to the same vesting requirements in accordance with Section 8.4 as the transferring Related Trust had been before the Transfer), and (iii) any OZ Limited Partner may, at any time, subject to the Minimum Retained Ownership Requirements and Section 2.13(g), and provided further that the relevant Units have vested in accordance with Section 8.4 (other than in the case of any unvested Tag-Along Securities or unvested Drag-Along Securities), (A) Transfer any of such Partner's Units in accordance with the Exchange Agreement, (B) Transfer any of such Partner's Units to a Permitted Transferee of such Partner with PMC Approval, which PMC Approval may not be unreasonably withheld, (C) Transfer the Common Units (including all distributions thereon that would otherwise be received after the relevant date of Withdrawal) received by such Partner pursuant to Sections 2.13(g) and 8.3(a) to the extent permitted thereby, (D) Transfer by operation of law upon the death of an Individual Limited Partner or (E) Transfer any of such Partner's Units to the extent permitted or required by Section 8.5 or 8.6. In addition, subject to Section 2.13(g) and the Minimum Retained Ownership Requirements, with prior PMC Approval, each OZ Limited Partner and such OZ Limited Partner's Permitted Transferees may Transfer Units that have vested in accordance with applicable securities laws. The foregoing restrictions on Transfer and the Minimum Retained Ownership Requirements may be waived at any time with PMC Approval. A Limited Partner shall cease to be a Partner if, following a Transfer, he no longer has any Interest in the Partnership. An Original Related Trust shall cease to be a Partner, without the prior written consent of the General Partner, following the Transfer of such Original Related Trust's Interest in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust.

(b) The Ziff Partner. Provided that the relevant Units have vested in accordance with Section 8.4 (other than in the case of any unvested Tag-Along Securities), the Ziff Partner may (i) Transfer any of such Partner's Units in accordance with the Exchange Agreement, (ii) Transfer Class A Common Units to public charities with PMC Approval, which approval shall not be unreasonably withheld, or (iii) Transfer any of such Partner's Units to the extent permitted by Section 8.5. The foregoing restrictions on Transfer may be waived at any time with PMC Approval. In the event that a Transfer of the Ziff Partner's Units is made, directly or indirectly, in accordance with this Section 8.1(b) to a natural person, the Units of such natural person may be Transferred upon his death by operation of law.

(c) Transfer and Exchange. When a request to register a Transfer of Units, together with the relevant Certificates of Ownership, if any, is presented to the Transfer Agent, the Transfer Agent shall register the Transfer or make the exchange on the register or transfer books of the Transfer Agent if the requirements set forth in this Section 8.1 for such transactions are met; provided, however, that any Certificates of Ownership presented or surrendered for registration of Transfer or exchange shall be duly endorsed or accompanied by a

written instrument of Transfer in form satisfactory to the Transfer Agent duly executed by the holder thereof or his attorney duly authorized in writing. The Transfer Agent shall not be required to register a Transfer of any Units or exchange any Certificate of Ownership if such purported Transfer would cause the Partnership to violate the Securities Act, the Exchange Act, the Investment Company Act (including by causing any violation of the laws, rules, regulations, orders and other directives of any governmental authority) or otherwise violate this Section 8.1. In the event of any Transfer, the transferring Partner shall provide the address and facsimile number for each transferee as contemplated by Section 10.10 and shall cause each transferee to agree in writing to comply with the terms of this Agreement.

(d) Publicly Traded Partnership. No Transfer shall be permitted (and, if attempted, shall be void ab initio) if the General Partner determines in its sole and absolute discretion that such a Transfer would pose a risk that the Partnership would be a "publicly traded partnership" as defined in Section 7704 of the Code.

(e) Securities Laws. Each Partner and each assignee thereof hereby agrees that it will not effect any Transfer of all or any part of its Interest in the Partnership (whether voluntarily, involuntarily or by operation of law) in any manner contrary to the terms of this Agreement or that violates or causes the Partnership or the Partners to violate the Securities Act, the Exchange Act, the Investment Company Act, or the laws, rules, regulations, orders and other directives of any governmental authority.

Section 8.2 Withdrawal by General Partner. The General Partner shall not cease to act as the General Partner of the Partnership without the prior written approval of the Limited Partners holding a majority of the outstanding Class B Common Units.

Section 8.3 Withdrawal and Special Withdrawal of Limited Partners.

(a) Withdrawal.

(i) An Individual Limited Partner (other than Daniel S. Och in the case of the following clauses (A) and (B)) shall immediately cease to be actively involved with the Partnership and its Affiliates (such event, a "Withdrawal"): (A) for Cause (as determined by the General Partner in its sole and absolute discretion) upon notice to the Individual Limited Partner from the General Partner; (B) for any reason or no reason upon a determination by majority vote of the Partner Performance Committee (which, if the Partner Performance Committee has a Chairman, may only be made upon the recommendation of such Chairman) and notice of such determination to the Individual Limited Partner from the Partner Performance Committee; or (C) upon the Individual Limited Partner otherwise (except as a result of death, Disability or a Special Withdrawal) ceasing to be, or providing notice to the General Partner of his intention to cease to be, actively involved with the Partnership and its Affiliates. In the event of the Withdrawal of an Individual Limited Partner, such Individual Limited Partner's Related Trusts, if any, shall be subject to a required Withdrawal.

(ii) In the event of the Withdrawal of an Individual Original Partner prior to the fifth anniversary of the Closing Date (other than where the Withdrawal is due

to a breach of any of the covenants in Section 2.13(b), in which case the provisions of Section 2.13(g) shall apply), all of the Class A Common Units (including all distributions thereon that would otherwise be received after the date of Withdrawal) of such Individual Original Partner and its Related Trusts, if any, that have not yet vested in accordance with Section 8.4 shall cease to vest with respect to such Partners and upon the Reallocation Date shall be reallocated to each Continuing Partner in such a manner that each such Continuing Partner receives Common Units in proportion to the total number of Original Common Units of such Continuing Partner and its Original Related Trusts. Any such reallocated Common Units received by a Continuing Partner pursuant to this Section 8.3(a) shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements in accordance with Section 8.4 as the transferring Limited Partner had been before his Withdrawal; provided, however, that such Continuing Partner shall be permitted to exchange fifty percent (50%) of the number of Class A Common Units reallocated to it (and sell any Class A Shares issued in respect thereof), notwithstanding the transfer restrictions set forth in Section 8.1, in the event that the Exchange Committee (as defined in the Exchange Agreement) determines in its sole discretion that the reallocation of such Class A Common Units is taxable; provided, however, that such exchange of Class A Common Units is made in accordance with the Exchange Agreement.

(b) Special Withdrawal.

(i) An Individual Limited Partner (other than Daniel S. Och) may be required to no longer be actively involved with the Partnership and its Affiliates for any reason other than Cause, in the sole and absolute discretion of the General Partner (such event, a "Special Withdrawal"), which shall not constitute a Withdrawal. Upon the Special Withdrawal of an Individual Limited Partner, such Individual Limited Partner's Related Trusts, if any, shall also be subject to a Special Withdrawal.

(ii) In the event of the Special Withdrawal of any Limited Partner, such Limited Partner's Common Units shall continue to vest in accordance with Section 8.4.

(c) Upon a Withdrawal or Special Withdrawal, an Individual Limited Partner shall: (i) have no right to access or use the property of the Partnership or its Affiliates, and (ii) not be permitted to provide services to, or on behalf of, the Partnership or its Affiliates.

(d) The provisions of Sections 8.3(a) and 8.3(b) may be amended, supplemented, modified or waived with PMC Approval.

(e) Except as expressly provided in this Agreement, no event affecting a Partner, including death, bankruptcy, insolvency or withdrawal from the Partnership, shall affect the Partnership.

(f) Following the Withdrawal of an OZ Limited Partner, from the applicable Reallocation Date such Limited Partner will be required to pay the same management fees and shall be subject to the same incentive allocation with respect to any remaining

investments by such Limited Partner in any fund or account managed by Och-Ziff or any of its Subsidiaries as are applicable to other Investors that are not Affiliates of Och-Ziff in such funds or accounts.

Section 8.4 Vesting.

(a) All Class A Common Units purchased, indirectly, with proceeds from the IPO (including proceeds from any exercise of the Underwriter Option) and the DIC Sahir Transaction will be deemed to have fully vested on issuance and such purchase (and will be immediately cancelled after such purchase).

(b) Subject to Sections 2.13(g) and 8.3(a), all Original Common Units held by a Partner shall vest in equal installments on each anniversary date of the Closing Date for five years, beginning on the first anniversary date of the Closing Date; provided, however, that upon a Withdrawal (but not a Special Withdrawal), all unvested Units shall cease to vest and shall be reallocated pursuant to Section 8.3(a); and provided, however, that this Section 8.4(b) shall not prevent the Transfer of the unvested Interest of any Original Related Trust (including unvested Class A Common Units) in accordance with its Related Trust Supplementary Agreement to the relevant Subsequent Related Trust or the Transfer of unvested Class A Common Units of an Individual Limited Partner's Related Trust to such Individual Limited Partner as authorized by the terms of the relevant trust agreement. In the event of the death or Disability of an Individual Limited Partner or in the event of a Transfer of any of such Individual Limited Partner's Class A Common Units, such Class A Common Units shall continue to vest on the same schedule as set forth above. These vesting requirements may be waived at any time with PMC Approval.

(c) All Class B Common Units will be fully vested on issuance.

(d) All Class C Non-Equity Interests held by a Limited Partner shall be cancelled upon the death, Disability, Withdrawal or Special Withdrawal of such Limited Partner.

(e) Units issued to Additional Limited Partners shall be subject to vesting, if at all, as described in Section 3.2(e).

Section 8.5 Tag-Along Rights.

(a) Notwithstanding anything to the contrary in this Agreement, prior to the consummation of a proposed Tag-Along Sale, the Potential Tag-Along Sellers shall be afforded the opportunity to participate in such Tag-Along Sale on a pro rata basis, as provided in Section 8.5(b) below.

(b) Prior to the consummation of a Tag-Along Sale, the OZ Limited Partners participating in such Tag-Along Sale (the "Tag-Along Sellers") shall cause the Tag-Along Purchaser to offer in writing (such offer, a "Tag-Along Offer") to purchase each Potential Tag-Along Seller's Tag-Along Securities. In addition, the Tag-Along Offer shall set forth the consideration for which the Tag-Along Sale is proposed to be made and all other material terms and conditions of the Tag-Along Sale. If the Tag-Along Offer is accepted by some or all of such

Potential Tag-Along Sellers within five Business Days after its receipt then the number of Class A Shares and/or Class A Common Units to be sold to the Tag-Along Purchaser by the Tag-Along Sellers shall be reduced by the number of Class A Shares and/or Class A Common Units to be purchased by the Tag-Along Purchaser from such accepting Potential Tag-Along Sellers. The purchase from the accepting Potential Tag-Along Sellers shall be made on the same terms and conditions (including timing of receipt of consideration and choice of consideration, if any) as the Tag-Along Purchaser shall have offered to the Tag-Along Sellers, and the accepting Potential Tag-Along Sellers shall otherwise be required to transfer the Class A Shares and/or Class A Common Units to the Tag-Along Purchaser upon the same terms, conditions, and provisions as the Tag-Along Sellers, including making the same representations, warranties, covenants, indemnities and agreements that the Tag-Along Sellers agree to make.

(c) Each OZ Limited Partner acknowledges that, if he participates in a "Tag-Along Sale" (as defined in the DIC Sahir Transaction Agreement), DIC Sahir has certain "Tag-Along Rights" as set forth in the DIC Sahir Transaction Agreement and such OZ Limited Partner agrees that, notwithstanding anything to the contrary in this Section 8.5, in the event he does participate in such a "Tag-Along Sale" then he will act in accordance with the provisions in the DIC Sahir Transaction Agreement relating to "Tag-Along Rights" as if it were a party thereto.

Section 8.6 Drag-Along Rights.

(a) Prior to the consummation of a proposed Drag-Along Sale, the Drag-Along Sellers may, at their option, require each other OZ Limited Partner to sell its Drag-Along Securities to the Drag-Along Purchaser by giving written notice (the "Notice") to such other OZ Limited Partners not later than ten Business Days prior to the consummation of the Drag-Along Sale (the "Drag-Along Right"); provided, however, that if the Drag Along Right is exercised by the Drag-Along Sellers, all OZ Limited Partners shall sell their Drag-Along Securities to the Drag-Along Purchaser on the same terms and conditions, including the class of security, the consideration per Company Security and the date of sale, as applicable to the Drag-Along Sellers. The Notice shall contain written notice of the exercise of the Drag-Along Right pursuant to this Section 8.6, setting forth the consideration to be paid by the Drag-Along Purchaser and the other material terms and conditions of the Drag-Along Sale.

(b) Within five Business Days following the date of the Notice, the Drag-Along Sellers shall have delivered to them by the other OZ Limited Partners their Drag-Along Securities together with a limited power-of-attorney authorizing such Drag-Along Sellers to sell such other OZ Limited Partner's Drag-Along Securities pursuant to the terms of the Drag-Along Sale and such other transfer instruments and other documents as are reasonably requested by the Drag-Along Sellers in order to effect such sale.

(c) Each OZ Limited Partner agrees that, notwithstanding anything to the contrary in this Section 8.6, it shall participate in a "Drag-Along Sale" (as defined in the DIC Sahir Transaction Agreement) in accordance with, and to the extent required by, the provisions in the DIC Sahir Transaction Agreement relating to "Drag-Along Rights" as if it were a party thereto.

Section 8.7 Reallocation of Common Units pursuant to Partner Agreements. In the event of any reallocation of Common Units to the Continuing Partners in respect of any Common Units of any Limited Partner admitted after the Final Closing Date in accordance with a Partner Agreement (including as a result of a Withdrawal but excluding any reallocation due to a breach of any of the covenants in Section 2.13(b), in which case the provisions of Section 2.13(g) shall apply), all of the Common Units (including all distributions thereon that would otherwise be received after the event causing such reallocation) to be reallocated thereunder shall be reallocated upon the relevant Reallocation Date to each Continuing Partner in such a manner that each such Continuing Partner receives Common Units in proportion to the total number of Original Common Units of such Continuing Partner and its Original Related Trusts, unless specified otherwise in any Partner Agreement. Any such reallocated Common Units received by a Continuing Partner shall be deemed for all purposes of this Agreement to be Common Units of such Continuing Partner and subject to the same vesting requirements as the transferring Limited Partner had been prior to the date of the event causing such reallocation. The provisions of this Section 8.7 may be amended, supplemented, modified or waived with PMC Approval.

ARTICLE IX

DISSOLUTION

Section 9.1 Duration and Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) the entry of a decree of judicial dissolution of the Partnership under Section 17-802 of the Act; and

(b) the determination of the General Partner to dissolve the Partnership.

Except as provided in this Agreement, the death, Disability, resignation, expulsion, bankruptcy or dissolution of any Partner or the occurrence of any other event which terminates the continued participation of any Partner in the Partnership shall not cause the Partnership to be dissolved or its affairs wound up; provided, however, that at any time after the bankruptcy of the General Partner, the holders of a majority of the outstanding Class B Common Units may, pursuant to prior written consent to such effect, replace the General Partner with another Person, who shall, after executing a written instrument confirming such Person's agreement to be bound by all the terms and provisions of this Agreement, (i) become a successor General Partner for all purposes hereunder, (ii) be vested with the powers and rights of the replaced General Partner, and (iii) be liable for all obligations and responsible for all duties of the replaced General Partner from the date of such replacement.

Section 9.2 Notice of Liquidation. The General Partner shall give each of the Partners prompt written notice of any liquidation, dissolution or winding up of the Partnership.

Section 9.3 Liquidator. Upon dissolution of the Partnership, the General Partner may select one or more Persons to act as a liquidating trustee for the Partnership (such Person, or the General Partner, the "Liquidator"). The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by

holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation). The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation). Upon dissolution, death, incapacity, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by the General Partner (or, in the case of the removal of the Liquidator by holders of units, by holders of a majority of the outstanding Class B Common Units (subject to the terms of any Unit Designation)). The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Section 9.3, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 9.4 Liquidation. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Act and the following:

(a) Subject to Section 9.4(d), the assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, except with respect to Deferred Fees, the Partner receiving the property shall be deemed for purposes of Section 9.4(d) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. Notwithstanding anything to the contrary contained in this Agreement, the Partners understand and acknowledge that a Partner may be compelled to accept a distribution of any asset in kind from the Partnership despite the fact that the percentage of the asset distributed to such Partner exceeds the percentage of that asset which is equal to the percentage in which such Partner shares in distributions from the Partnership. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 9.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VII. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be applied to other liabilities or distributed as additional liquidation proceeds.

(c) Subject to the terms of any Unit Designation and except as otherwise provided in this Agreement with respect to distributions of the proceeds of Deferred Fees and Management Fee Distributions, all property and all cash in excess of that required to discharge liabilities as provided in Section 9.4(b) shall be distributed to the Partners in accordance with and to the extent of the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 9.4(c)) for the taxable year of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined by the General Partner) and such distribution shall be made by the end of such taxable year (or, if later, within 90 days after said date of such occurrence).

(d) Notwithstanding any other provision of this Agreement, if, upon the dissolution and liquidation of the Partnership pursuant to this Article IX and after all other allocations provided for in Section 6.1 (including Section 6.1(c)) have been tentatively made as if this Section 9.4 were not in this Agreement, either (i) the positive Capital Account balance attributable to one or more Units (other than Common Units) having a liquidation preference is not equal to such liquidation preference, or (ii) the quotient obtained by dividing any Partner's positive Hypothetical Capital Account Balance with respect to Common Units by the aggregate of all Partners' Hypothetical Capital Account Balances with respect to Common Units at such time (such Partner's "Hypothetical Capital Account Quotient") would differ from such Partner's Percentage Interest, then, subject to Section 5.3, Net Income (and items thereof) and Net Loss (and items thereof) for the Fiscal Year in which the Partnership dissolves and liquidates pursuant to this Article IX shall be allocated among the Partners (x) first, to the extent necessary to ensure that the Capital Account balance attributable to a Unit (other than Common Units) having a liquidation preference is equal to such liquidation preference, and (y) second, in a manner such that the positive Hypothetical Capital Account Quotient of each Partner with respect to Common Units, immediately after giving effect to such allocation, is, as nearly as possible, equal to such Partner's Percentage Interest; provided, however, that this Section 9.4(d) shall not be applied to cause any Partner's Capital Account balance to be negative. The General Partner, in its sole and absolute discretion, may apply the principles of this Section 9.4(d) to any Fiscal Year preceding the Fiscal Year in which the Partnership dissolves and liquidates (including through application of Section 761(e) of the Code) if delaying application of the principles of this Section 9.4(d) would likely result in Capital Account balances (or Hypothetical Capital Account Quotients) that are materially different from the Capital Account balances (or Hypothetical Capital Account Quotients) set forth in clauses (x) and (y) of the preceding sentence.

Section 9.5 Capital Account Restoration. No Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership.

ARTICLE X

MISCELLANEOUS

Section 10.1 Incorporation of Agreements. The Exchange Agreement and the Tax Receivable Agreement shall each be treated as part of this Agreement as described in Section 761(c) of the Code and Treasury Regulation Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c).

Section 10.2 Amendment to the Agreement.

(a) Except as may be otherwise required by law, this Agreement may be amended by the General Partner without the consent or approval of any Partners, subject to the rights of the Ziff Partner in Section 10.2(b), provided, however, that, except as expressly provided herein (including, without limitation, Sections 3.2, 5.2(d) and 10.2(c)), (i) if an amendment adversely affects the rights (not including any rights relating to the Class C Non-Equity Interests) of an Individual Limited Partner or any Related Trust thereof (other than the Ziff Partner or any transferee thereof) other than on a *pro rata* basis with other holders of Units of the same class, such Individual Limited Partner must provide his prior written consent to the amendment, (ii) no amendment may adversely affect the rights (not including any rights relating to the Class C Non-Equity Interests) of the holders of a class of Units (or any group of such holders) (other than the Ziff Partner or any transferee thereof) without the prior written consent of Individual Limited Partners that (together with their Related Trusts) hold a majority of the outstanding Units of such class (or of such group) then owned by all OZ Limited Partners, (iii) the provisions of this Section 10.2(a) may not be amended without the prior written consent of Individual Limited Partners that (together with their Related Trusts) hold a majority of the Class A Common Units then owned by all OZ Limited Partners, and (iv) the provisions of Sections 8.3(a), 8.3(b) and 8.4 may only be amended with PMC Approval. For the purposes of this Section 10.2(a), any Units owned by a Related Trust of an Individual Limited Partner shall be treated as being owned by such Individual Limited Partner. Subject to the foregoing, and to the rights of the Ziff Partner in Section 10.2(b) below, the General Partner may enter into Partner Agreements with any Limited Partner that affect the terms hereof and the terms of such Partner Agreement shall govern with respect to such Limited Partner notwithstanding the provisions of this Agreement.

(b) No amendment to this Agreement (or any other action described in Section 10.2(c)) which is materially adverse to the Ziff Partner may be made without the prior written consent of the Ziff Partner, unless such amendment (or such other action) similarly affects all or a substantial number of the other Partners, in which case the consent of the Ziff Partner shall not be required; provided, however, that no amendment (or such other action) may be made without the prior written consent of the Ziff Partner if such amendment (or such other action) would have the effect of (i) adversely altering the rights of holders of Class A Common Units without similarly altering the rights of holders of Class B Common Units, except to the extent that such alteration of the rights of holders of Class A Common Units is required by applicable law or regulation, (ii) adversely altering the Ziff Partner's rights to Transfer its Interest or to participate in any registrations pursuant to the Registration Rights Agreement or Section 8.5, except to the extent that such alteration is required by applicable law or regulation, (iii) reducing the Ziff Partner's Interest in greater proportion than the Interests of Daniel S. Och and his Related

Trusts in Class A Common Units is reduced, (iv) reducing distributions to the Ziff Partner in greater proportion than distributions to Daniel S. Och and his Related Trusts, solely in his capacity as a holder of Class A Common Units and not in any other capacity including his capacity as a holder of Class C Non-Equity Interests, are reduced, or (v) reducing distributions to the Ziff Partner in greater proportion than distributions to the holders of Class B Common Units are reduced. Except as expressly set forth in this Section 10.2(b), the Ziff Partner and its successors, assigns, heirs and transferees shall have no voting, consent or approval rights with respect to any matter.

(c) It is acknowledged and agreed that none of the admission of any Additional Partner, the adoption of any Unit Designation, the issuance of any Units or Class C Non-Equity Interests, or the delegation of any power or authority to any committee (or its chairman) shall be considered an amendment of this Agreement that requires the approval of any Limited Partner; provided that any such action shall be subject to Section 10.2(b).

Section 10.3 Successors, Counterparts. This Agreement and any amendment hereto in accordance with Section 10.2 shall be binding as to executors, administrators, estates, heirs and legal successors, or nominees or representatives, of the Partners, and may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

Section 10.4 Applicable Law; Submission to Jurisdiction; Severability.

(a) This Agreement and the rights and obligations of the Partners shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Delaware, other than in respect of Section 2.13 which shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York without regard to choice of law rules that would apply the law of any other jurisdiction. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

(c) Each International Partner irrevocably consents and agrees that (i) any action brought to compel arbitration or in aid of arbitration in accordance with the terms of this Agreement, (ii) any action confirming and entering judgment upon any arbitration award, and (iii) any action for temporary injunctive relief to maintain the status quo or prevent irreparable harm, may be brought in the state and federal courts of the State of New York and, by

execution and delivery of this Agreement, each International Partner hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts for such purpose and to the non-exclusive jurisdiction of such courts for entry and enforcement of any award issued hereunder.

(d) Each Partner that is not an International Partner hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the state and federal courts of the State of New York for any dispute arising out of or relating to this Agreement or the breach, termination or validity thereof.

(e) Each Partner further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by certified or registered mail return receipt requested or by receipted courier service in the manner set forth in Section 10.10, provided that each International Partner hereby irrevocably designates CT Corporation System, 111 Eighth Avenue, Broadway, New York, New York 10011, as his designee, appointee and agent to receive, for and on behalf of himself, service of process in the jurisdictions set forth above in any such action or proceeding and such service shall, to the extent permitted by applicable law, be deemed complete ten (10) days after delivery thereof to such agent, and provided further that, although it is understood that a copy of such process served on such agent will be promptly forwarded by mail to the relevant International Partner, the failure of such International Partner to receive such copy shall not, to the extent permitted by applicable law, affect in any way the service of such process.

Section 10.5 Arbitration.

(a) Any dispute, controversy or claim between the Partnership and one or more International Partners arising out of or relating to this Agreement or the breach, termination or validity thereof or concerning the provisions of this Agreement, including whether or not such a dispute, controversy or claim is arbitrable ("International Dispute") shall be resolved by final and binding arbitration conducted in English by three arbitrators in New York, New York, in accordance with the JAMS International Arbitration Rules then in effect (the applicable rules being referred to herein as the "Rules") except as modified in this Section 10.5.

(b) The party requesting arbitration must notify the other party of the demand for arbitration in writing within the applicable statute of limitations and in accordance with the Rules. The written notification must include a description of the claim in sufficient detail to advise the other party of the nature of the claim and the facts on which the claim is based.

(c) The claimant shall select its arbitrator in its demand for arbitration and the respondent shall select its arbitrator within 30 days after receipt of the demand for arbitration. The two arbitrators so appointed shall select a third arbitrator to serve as chairperson within 14 days of the designation of the second of the two arbitrators. If practicable, each arbitrator shall have relevant financial services experience. If any arbitrator is not timely appointed, at the request of any party to the arbitration such arbitrator shall be appointed by JAMS pursuant to the listing, striking and ranking procedure in the Rules. Any arbitrator appointed by JAMS shall be, if practicable, a retired federal judge, without regard to industry-related experience.

(d) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such other provisional remedies as may be available, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that such court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

(e) There shall be documentary discovery consistent with the Rules and the expedited nature of arbitration. All disputes involving discovery shall be resolved promptly by the chair of the arbitral tribunal.

(f) No witness or party to a claim that is subject to arbitration shall be required to waive any privilege recognized by applicable law.

(g) It is the intent of the parties that, barring extraordinary circumstances as determined by the arbitrators, the arbitration hearing pursuant to this Agreement shall be commenced as expeditiously as possible, if practicable within nine months after the written demand for arbitration pursuant to this Section 10.5 is served on the respondent, that the hearing shall proceed on consecutive Business Days until completed, and if delayed due to extraordinary circumstances, shall recommence as promptly as practicable. The parties to the International Dispute may, upon mutual agreement, provide for different time limits, or the arbitrators may extend any time limit contained herein for good cause shown. The arbitrators shall issue their final award (which shall be in writing and shall briefly state the findings of fact and conclusions of law on which it is based) as soon as practicably, if possible within a time period not to exceed 30 days after the close of the arbitration hearing.

(h) Each party to an arbitration hereby waives any rights or claims to recovery of damages in the nature of punitive, exemplary or multiple damages, or to any form of damages in excess of compensatory damages and the arbitral tribunal shall be divested of any power to award any such damages.

(i) Any award or decision issued by the arbitrators pursuant to this Agreement shall be final, and binding on the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

(j) Any arbitration conducted pursuant hereto shall be confidential. No party or any of its agents shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other in the arbitration proceedings or about the existence, contents or results of the proceedings except (i) as may be required by a governmental authority or (ii) as required in an action in aid of arbitration or for enforcement of an arbitral award. Before making any disclosure permitted by clause (i) in the preceding sentence, the party intending to make such disclosure shall give the other party reasonable written notice of the intended disclosure and afford the other party a reasonable opportunity to protect their interests.

Section 10.6 Filings. Following the execution and delivery of this Agreement, the General Partner or its designee shall promptly prepare any documents required to be filed and recorded under the Act or the LLC Act, and the General Partner or such designee shall promptly cause each such document to be filed and recorded in accordance with the Act or the LLC Act, as the case may be, and, to the extent required by local law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Partnership may hereafter establish a place of business. The General Partner or such designee shall also promptly cause to be filed, recorded and published such statements of fictitious business name and any other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any state or other jurisdiction which governs the conduct of its business from time to time.

Section 10.7 Power of Attorney. Each Partner does hereby constitute and appoint the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, deliver and file (a) any amendment to the Certificate of Limited Partnership required because of an amendment to this Agreement or in order to effectuate any change in the partners of the Partnership, (b) all such other instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Delaware or any other jurisdiction, or any political subdivision or agency thereof, to effectuate, implement and continue the valid and subsisting existence of the Partnership or to dissolve the Partnership or for any other purpose consistent with this Agreement and the transactions contemplated hereby. The power of attorney granted hereby is coupled with an interest and shall (i) survive and not be affected by the subsequent death, incapacity, Disability, dissolution, termination or bankruptcy of the Partner granting the same or the Transfer of all or any portion of such Partner's Interest and (ii) extend to such Partner's successors, assigns and legal representatives.

Section 10.8 Headings and Interpretation. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof. Wherever from the context it appears appropriate, (i) each pronoun stated in the masculine, the feminine or neuter gender shall include the masculine, the feminine and the neuter, and (ii) references to "including" shall mean "including without limitation."

Section 10.9 Additional Documents. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 10.10 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile, e-mail or similar writing) and shall be given to such party (and any other Person designated by such party) at its address, facsimile number or e-mail address set forth in a schedule filed with the records of the Partnership or such other address, facsimile number or e-mail address as such party may hereafter specify to the General Partner. Each such notice, request or other communication shall be effective (a) if given

by facsimile, when transmitted to the number specified pursuant to this Section 10.10 and the appropriate confirmation of receipt is received, (b) if given by mail, seventy-two hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (c) if given by e-mail, when transmitted to the e-mail address specified pursuant to this Section 10.10 and the appropriate confirmation of receipt is received or (d) if given by any other means, when delivered at the address specified pursuant to this Section 10.10.

Section 10.11 Waiver of Right to Partition. Each of the Partners irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership's assets.

Section 10.12 Partnership Counsel. Each Limited Partner hereby acknowledges and agrees that Skadden, Arps, Slate, Meagher & Flom LLP and any other law firm retained by the General Partner in connection with the management and operation of the Partnership, or any dispute between the General Partner and any Limited Partner, is acting as counsel to the General Partner and as such does not represent or owe any duty to such Limited Partner or to the Limited Partners as a group.

Section 10.13 Survival. Except as otherwise expressly provided herein, all indemnities and reimbursement obligations made pursuant to Sections 2.9 and 2.10, all prohibitions in Sections 2.12, 2.13 and 2.18 and the provisions of this Section 10 shall survive dissolution and liquidation of the Partnership until expiration of the longest applicable statute of limitations (including extensions and waivers).

Section 10.14 Ownership and Use of Name. The name "OZ" is the property of the Partnership and/or its Affiliates and no Partner, other than the General Partner, may use (a) the names "OZ," "Och," "Och-Ziff," "Och-Ziff Capital Management Group," "Och-Ziff Capital Management Group LLC," "Och-Ziff Holding Corporation," "OZ Advisors LP," "OZ Advisors II LP" or "OZ Management LP" or any name that includes "OZ," "Och," "Och-Ziff," "Och-Ziff Capital Management Group," "Och-Ziff Capital Management Group LLC," "Och-Ziff Holding Corporation," "OZ Advisors LP," "OZ Advisors II LP" or "OZ Management LP" or any variation thereof, or any other name of the General Partner or the Partnership or their respective Affiliates, (b) any other name to which the name of the Partnership, the General Partner, or any of their Affiliates is changed, or (c) any name confusingly similar to a name referenced or described in clause (a) or (b) above, including, without limitation, in connection with or in the name of new business ventures, except pursuant to a written license with the Partnership and/or its Affiliates that has been approved by the General Partner.

Section 10.15 Remedies. Any remedies provided for in this Agreement shall be cumulative in nature and shall be in addition to any other remedies whatsoever (whether by operation of law, equity, contract or otherwise) which any party may otherwise have.

Section 10.16 Entire Agreement. This Agreement, together with any Partner Agreements and, to the extent applicable, the Registration Rights Agreement, the Exchange Agreement, the Tax Receivable Agreement and the Class B Shareholders Agreement, constitutes the entire agreement among the Partners with respect to the subject matter hereof and, as amended and restated herein, supersedes any agreement or understanding entered into as of a

date prior to the date hereof among or between any of them with respect to such subject matter, including (without limitation), the Limited Liability Company Agreement of the Original Company, the Initial Partnership Agreement, the Prior Partnership Agreement and all Supplementary Agreements.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first written above by the undersigned.

GENERAL PARTNER:
OCH-ZIFF HOLDING CORPORATION,
a Delaware corporation

By: /s/ Joel M. Frank
Name: Joel M. Frank
Title: Chief Financial Officer

Exhibit 31.1

Certificate of Chief Executive Officer pursuant to
Rule 13a-14(a)/Rule 15d-14(a) under the
Securities Exchange Act of 1934.

I, Daniel S. Och, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Och-Ziff Capital Management Group LLC;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2012

/s/ Daniel S. Och

Name: Daniel S. Och
Title: Chief Executive Officer and Executive Managing Director

Exhibit 31.2

Certificate of Chief Financial Officer pursuant to
Rule 13a-14(a)/Rule 15d-14(a) under the
Securities Exchange Act of 1934.

I, Joel M. Frank, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Och-Ziff Capital Management Group LLC;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 2, 2012 /s/ Joel M. Frank

Name: Joel M. Frank
Title: Chief Financial Officer, Senior Chief Operating Officer and Executive Managing Director

Exhibit 32.1

Certification pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

This certification is provided pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and accompanies the quarterly report on Form 10-Q (the "Form 10-Q") for the quarter ended June 30, 2012 of Och-Ziff Capital Management Group LLC (the "Company").

We, Daniel S. Och and Joel M. Frank, the Chief Executive Officer and Chief Financial Officer, respectively, of the Company certify that, to the best of our knowledge:

i. The Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and

ii. The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 2, 2012 /s/ Daniel S. Och

Name: Daniel S. Och
Title: Chief Executive Officer and Executive Managing Director

Date: August 2, 2012 /s/ Joel M. Frank

Name: Joel M. Frank
Title: Chief Financial Officer, Senior Chief Operating Officer and Executive Managing Director