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As filed with the Securities and Exchange Commission on February 13, 2012.

Registration No. 333-176685

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 3
to

Form S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

The Carlyle Group L.P.

(Exact name of Registrant as specified in its charter)

Delaware	**6282**	**45-2832612**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

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(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

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Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after the Registration Statement is declared effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. o

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, check the following box and list the Securities Act of 1933 registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act of 1933 registration statement number of the earlier effective registration statement for the same offering. o

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act of 1933 registration statement number of the earlier effective registration statement for the same offering. o

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. (Check one):

Large accelerated filer o	Accelerated filer o	Non-accelerated filer ☑ (Do not check if a smaller reporting company)	Smaller reporting company o

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED FEBRUARY 13, 2012

PRELIMINARY PROSPECTUS

Common Units
Representing Limited Partner Interests

THE CARLYLE GROUP

This is the initial public offering of common units representing limited partner interests in The Carlyle Group L.P. No public market currently exists for our common units. We are offering all of the common units representing limited partner interests in this offering. We anticipate that the initial public offering price will be between $ and $ per common unit. We have applied to list the common units on the NASDAQ Global Select Market under the symbol "CG."

Investing in our common units involves risks. See "Risk Factors" beginning on page 27. These risks include the following:

We are managed by our general partner, which is owned by our senior Carlyle professionals. Our common unitholders will have only limited voting rights and will have no right to remove our general partner or, except in limited circumstances, elect the directors of our general partner. Moreover, immediately following this offering, our senior Carlyle professionals generally will have sufficient voting power to determine the outcome of those few matters that may be submitted for a vote of our limited partners. In addition, our partnership agreement limits the liability of, and reduces or eliminates the duties (including fiduciary duties) owed by, our general partner to our common unitholders and restricts the remedies available to our common unitholders for actions that might otherwise constitute breaches of our general partner's duties. As a limited partnership, we will qualify for and intend to rely on exceptions from certain corporate governance and other requirements under the rules of the NASDAQ Global Select Market. For example, we will not be required to comply with the requirements that a majority of the board of directors of our general partner consist of independent directors and that we have independent director oversight of executive officer compensation and director nominations.

Our business is subject to many risks, including those associated with:

- adverse economic and market conditions, which can affect our business and liquidity position in many ways, including by reducing the value or performance of the investments made by our investment funds and reducing the ability of our investment funds to raise or deploy capital;
- changes in the debt financing markets, which could negatively impact the ability of our funds and their portfolio companies to obtain attractive financing or refinancing for their investments and operations, and could increase the cost of such financing if it is obtained, leading to lower-yielding investments;
- the potential volatility of our revenue, income and cash flow;
- our dependence on our founders and other key personnel and our ability to attract, retain and motivate high quality employees who will bring value to our operations;
- business and regulatory impediments to our efforts to expand into new investment strategies, markets and businesses;
- the fact that most of our investment funds invest in illiquid, long-term investments that are not marketable securities, and such investments may lose significant value during an economic downturn;
- the potential for poor performance of our investment funds; and
- the possibility that we will not be able to continue to raise capital from third-party investors on advantageous terms.

As discussed in "Material U.S. Federal Tax Considerations," The Carlyle Group L.P. will be treated as a partnership for U.S. federal income tax purposes, and our common unitholders therefore will be required to take into account their allocable share of items of income, gain, loss and deduction of The Carlyle Group L.P. in computing their U.S. federal income tax liability. Although we currently intend to make annual distributions in an amount sufficient to cover the anticipated U.S. federal, state and local income tax liabilities of holders of common units in respect of their allocable share of our net taxable income, it is possible that such tax liabilities will exceed the cash distributions that holders of common units receive from us. Although not enacted, the U.S. Congress has considered legislation that would have precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations for taxable years after a ten-year transition period and would have taxed individual holders of common units with respect to certain income and gains at increased rates. Similar legislation could be enacted in the future.

	Price to Public	Underwriting Discount	Proceeds, Before Expenses, to The Carlyle Group L.P.
Per Common Unit	$	$	$
Total	$	$	$

To the extent that the underwriters sell more than common units, the underwriters have the option to purchase up to an additional common units from us at the initial public offering price less the underwriting discount.

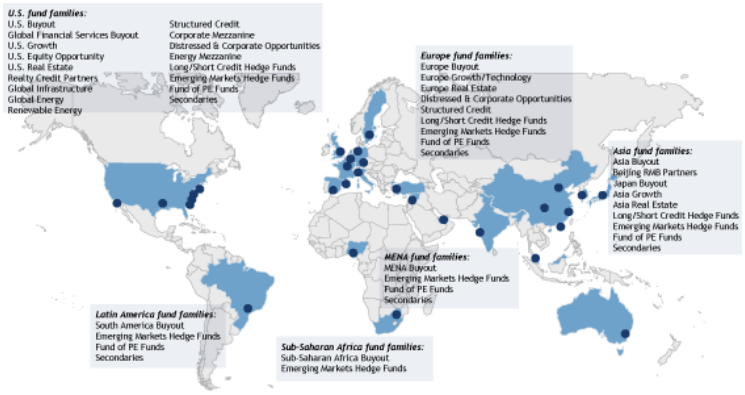
Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the common units to purchasers on or about , 2012.

J.P. Morgan **Citigroup** **Credit Suisse**

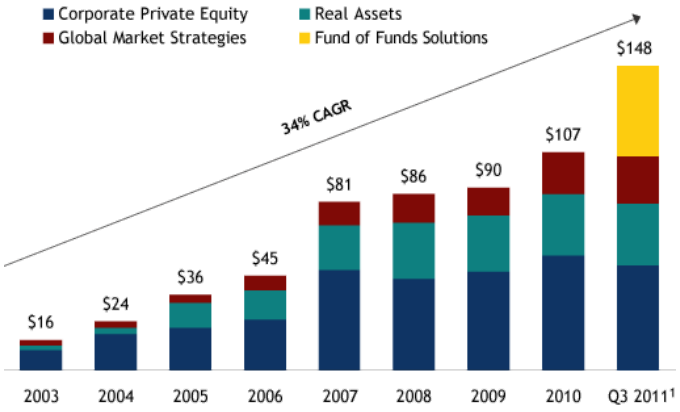
, 2012

Global Presence



As of September 30, 2011.

Assets Under Management (dollars in billions, 2003 — Q3 2011)



(1) As of September 30, 2011.

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You should rely only on the information contained in this prospectus or in any free writing prospectus we may authorize to be delivered to you. Neither we nor the underwriters have authorized anyone to provide you with additional or different information. We and the underwriters are offering to sell, and seeking offers to buy, our common units only in jurisdictions where offers and sales are permitted. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our common units.

Through and including , 2012 (25 days after the date of this prospectus), all dealers that effect transactions in our common units, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

Our business is currently owned by four holding entities: TC Group, L.L.C., TC Group Cayman, L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P. We refer to these four holding entities collectively as the "Parent Entities." The Parent Entities are under the common ownership and control of our senior Carlyle professionals and two strategic investors that own minority interests in our business — entities affiliated with Mubadala Development Company, an Abu-Dhabi based strategic development and investment company ("Mubadala"), and California Public Employees' Retirement System ("CalPERS"). Unless the context suggests otherwise, references in this prospectus to "Carlyle," the "Company," "we," "us" and "our" refer (1) prior to the consummation of our reorganization into a holding partnership structure as described under "Organizational Structure," to **Carlyle Group**, which is comprised of the Parent Entities and their consolidated subsidiaries and (2) after our reorganization into a holding partnership structure, to **The Carlyle Group L.P.** and its consolidated subsidiaries. In addition, certain individuals engaged in our businesses own interests in the general partners of our existing carry funds. Certain of these individuals will contribute a portion of these interests to us as part of the reorganization. We refer to these individuals, together with the owners of the Parent Entities prior to this offering, collectively as our "existing owners." Completion of our reorganization will occur prior to this offering. See "Organizational Structure."

When we refer to the "partners of The Carlyle Group L.P.," we are referring specifically to the common unitholders and our general partner and any others who may from time to time be partners of that specific Delaware limited partnership. When we refer to our "senior Carlyle professionals," we are referring to the partners of our firm who are, together with CalPERS and Mubadala, the owners of our Parent Entities prior to the reorganization. References in this prospectus to the ownership of the senior Carlyle professionals include the ownership of personal planning vehicles of these individuals.

"Carlyle funds," "our funds" and "our investment funds" refer to the investment funds and vehicles advised by Carlyle. Our "carry funds" refers to those investment funds that we advise, including the buyout funds, growth capital funds, real asset funds and distressed debt and mezzanine funds (but excluding our structured credit funds, hedge funds and fund of funds vehicles), where we receive a special residual allocation of income, which we refer to as a carried interest, in the event that specified investment returns are achieved by the fund. Our "fund of funds vehicles" refer to those funds, accounts and vehicles advised by AlpInvest Partners B.V., formerly known as AlpInvest Partners N.V. ("AlpInvest").

"Fee-earning assets under management" or "Fee-earning AUM" refers to the assets we manage from which we derive recurring fund management fees. Our fee-earning AUM generally equals the sum of:

(a) for carry funds and certain co-investment vehicles where the investment period has not expired, the amount of limited partner capital commitments and for fund of funds vehicles, the amount of external investor capital commitments during the commitment period;

(b) for substantially all carry funds and certain co-investment vehicles where the investment period has expired, the remaining amount of limited partner invested capital;

(c) the gross amount of aggregate collateral balance at par, adjusted for defaulted or discounted collateral, of our collateralized loan obligations ("CLOs") and the reference portfolio notional amount of our synthetic collateralized loan obligations ("synthetic CLOs");

(d) the external investor portion of the net asset value (pre-redemptions and subscriptions) of our long/short credit, emerging markets, multi-product macroeconomic and other hedge funds and certain structured credit funds; and

(e) for fund of funds vehicles and certain carry funds where the investment period has expired, the lower of cost or fair value of invested capital.

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

(a) the fair value of the capital invested in our carry funds, co-investment vehicles and fund of funds vehicles plus the capital that we are entitled to call from investors in those funds and vehicles (including our commitments to those funds and vehicles and those of senior Carlyle professionals and employees) pursuant to the terms of their capital commitments to those funds and vehicles;

(b) the amount of aggregate collateral balance at par of our CLOs and the reference portfolio notional amount of our synthetic CLOs; and

(c) the net asset value (pre-redemptions and subscriptions) of our long/short credit, emerging markets, multi-product macroeconomic and other hedge funds and certain structured credit funds.

We include in our calculation of AUM and fee-earning AUM certain energy and renewable resources funds that we jointly advise with Riverstone Investment Group L.L.C. ("Riverstone").

Our calculations of AUM and fee-earning AUM may differ from the calculations of other alternative asset managers. As a result, these measures may not be comparable to similar measures presented by other alternative asset managers. In addition, our calculation of AUM (but not fee-earning AUM) includes uncalled commitments to, and the fair value of invested capital in, our investment funds from Carlyle and our personnel, regardless of whether such commitments or invested capital are subject to fees. Our definitions of AUM or fee-earning AUM are not based on any definition of AUM or fee-earning AUM that is set forth in the agreements governing the investment funds that we advise. See "Business — Structure and Operation of Our Investment Funds — Incentive Arrangements/Fee Structure."

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

Unless indicated otherwise, non-financial operational and statistical data in this prospectus is as of September 30, 2011. Compound annual growth in AUM is presented since December 31, 2003, the first period for which comparable information is available. The data presented herein that provides "inception to date" performance results of our segments relates to the period following the formation of the first fund within each segment. For our Corporate Private Equity segment, our first fund was formed in 1990. For our Real Assets segment, our first fund was formed in 1997.

Until an investment fund (i) has distributed substantially all expected investment proceeds to its fund investors, (ii) is not expected to generate further investment proceeds (e.g., earn-outs), (iii) is no longer paying management fees or accruing performance fees, and (iv) in the case of our structured credit funds, has made a final redemption distribution, we consider such investment fund to be "active." The fund performance data presented herein includes the performance of all of our carry funds, including those that are no longer active. All other fund data presented in this prospectus, and all other references to our investment funds, are to our "active" investment funds.

References herein to "active investments" are to investments that have not yet been fully realized, meaning that the investment fund continues to own an interest in, and has not yet completely exited, the investment.

In addition, for purposes of aggregation, investment funds that report in foreign currencies have been converted to U.S. dollars at the spot rate as of the end of the reporting period and the average spot rate for the period has been utilized when presenting multiple periods. With respect to capital

commitments raised in foreign currencies, the conversion to U.S. dollars is based on the exchange rate as of the date of closing of such capital commitment.

Unless indicated otherwise, the information included in this prospectus assumes:

- no exercise by the underwriters of the option to purchase up to an additional common units from us;
- the common units to be sold in this offering are sold at $ per common unit, which is the midpoint of the price range indicated on the front cover of this prospectus; and
- the conversion of the convertible notes held by Mubadala, as further described below under "Organizational Structure — Reorganization."

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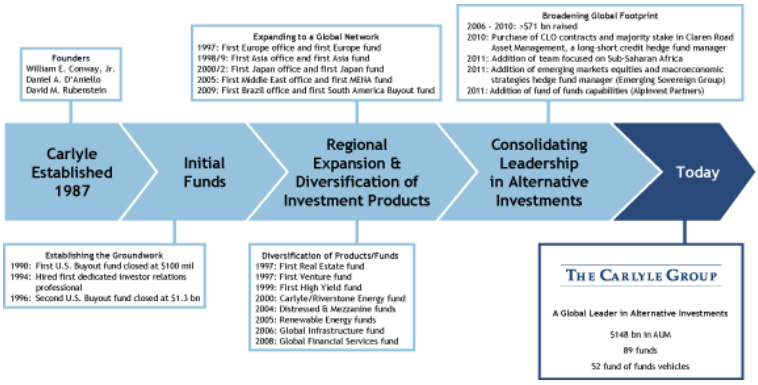
SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all the information you should consider before investing in our common units. You should read this entire prospectus carefully, including the section entitled "Risk Factors" and the financial statements and the related notes, before you decide to invest in our common units.

The Carlyle Group

We are one of the world's largest and most diversified multi-product global alternative asset management firms. We advise an array of specialized investment funds and other investment vehicles that invest across a range of industries, geographies, asset classes and investment strategies and seek to deliver attractive returns for our fund investors. Since our firm was founded in Washington, D.C. in 1987, we have grown to become a leading global alternative asset manager with more than $148 billion in AUM across 89 funds and 52 fund of funds vehicles. We have more than 1,200 employees, including more than 500 investment professionals, in 33 offices across six continents, and we serve over 1,400 carry fund investors from 72 countries. Across our Corporate Private Equity and Real Assets segments, we have investments in over 200 portfolio companies that employ more than 600,000 people.



The growth and development of our firm has been guided by several fundamental tenets:

- *Excellence in Investing.* Our primary goal is to invest wisely and create value for our fund investors. We strive to generate superior investment returns by combining deep industry expertise, a global network of local investment teams who can leverage extensive firm-wide resources and a consistent and disciplined investment process.
- *Commitment to our Fund Investors.* Our fund investors come first. This commitment is a core component of our firm culture and informs every aspect of our business. We believe this philosophy is in the long-term best interests of Carlyle and its owners, including our prospective common unitholders.
- *Investment in the Firm.* We have invested, and intend to continue to invest, significant resources in hiring and retaining a deep talent pool of investment professionals and in building the infrastructure of the firm, including our expansive local office network and our comprehensive investor support team, which provides finance, legal and compliance and tax services in addition to other corporate services.

- *Expansion of our Platform.* We innovate continuously to expand our investment capabilities through the creation or acquisition of new asset-, sector- and regionally-focused strategies in order to provide our fund investors a variety of investment options.
- *Unified Culture.* We seek to leverage the local market insights and operational capabilities that we have developed across our global platform through a unified culture we call "One Carlyle." Our culture emphasizes collaboration and sharing of knowledge and expertise across the firm to create value.

We believe that this offering will enable us to continue to develop and grow our firm; strengthen our infrastructure; create attractive investment products, strategies and funds for the benefit of our fund investors; and attract and retain top quality professionals. We manage our business for the long-term, through economic cycles, leveraging investment and exit opportunities in different parts of the world and across asset classes. We believe it is an opportune time to capitalize on the additional resources and growth prospects that we expect a public offering will provide.

Our Business

We operate our business across four segments: (1) Corporate Private Equity, (2) Real Assets, (3) Global Market Strategies and (4) Fund of Funds Solutions. We established our Fund of Funds Solutions segment on July 1, 2011 at the time we completed our acquisition of a 60% equity interest in, and began to consolidate, AlpInvest.

We earn management fees pursuant to contractual arrangements with the investment funds that we manage and fees for transaction advisory and oversight services provided to portfolio companies of these funds. We also typically receive a performance fee from an investment fund, which may be either an incentive fee or a special residual allocation of income, which we refer to as a carried interest, in the event that specified investment returns are achieved by the fund. Our ability to generate carried interest is an important element of our business and carried interest has historically accounted for a significant portion of our revenue. In order to better align the interests of our senior Carlyle professionals and the other individuals who manage our carry funds with our own interests and with those of the investors in these funds, such individuals are allocated directly a portion of the carried interest in our carry funds. See "— Organizational Structure — Reorganization" for additional information regarding the allocation of carried interest between us and our senior Carlyle professionals before and after the consummation of this offering. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures" for a discussion of the composition of our revenues and expenses, including additional information regarding how our management fees and performance fees are structured and calculated.

The following tables set forth information regarding our segment revenues, economic net income ("ENI") and Distributable Earnings by segment for the nine months ended September 30, 2011 and the year ended December 31, 2010 and regarding our total revenues and income before provision for income taxes in conformity with U.S. generally accepted accounting principles ("GAAP") for such periods. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures" for a discussion of the composition

of our revenues and expenses and "— Segment Analysis" for discussion and analysis of our segment results.

	For the Nine Months Ended September 30, 2011				
	Corporate Private Equity	Real Assets	Global Market Strategies	Fund of Funds Solutions(5)	Total
			(In millions)		
Total Revenues (GAAP)					$ 2,013.5
Income before provision for income taxes (GAAP)					$ 470.4
Cash distributions (GAAP)(1)					$ 1,040.9
Segment Revenues(2)	$ 990.4	$ 210.2	$ 267.5	$ 15.6	$ 1,483.7
Economic Net Income(2)(3)	$ 352.4	$ 80.0	$ 139.3	$ 7.2	$ 578.9
Distributable Earnings(2)(4)	$ 431.9	$ 70.4	$ 103.0	$ 11.7	$ 617.0

	For the Year Ended December 31, 2010				
	Corporate Private Equity	Real Assets	Global Market Strategies	Fund of Funds Solutions	Total
			(In millions)		
Total Revenues (GAAP)					$ 2,798.9
Income before provision for income taxes (GAAP)					$ 1,479.7
Cash distributions (GAAP)(1)					$ 787.8
Segment Revenues(2)	$ 1,897.2	$ 235.0	$ 253.6	n/a	$ 2,385.8
Economic Net Income(2)(3)	$ 819.3	$ 90.7	$ 104.0	n/a	$ 1,014.0
Distributable Earnings(2)(4)	$ 307.2	$ 12.7	$ 22.6	n/a	$ 342.5

(1) Cash distributions, net of compensatory payments, distributions related to co-investments and distributions related to the Mubadala investment in 2010 were $548.1 million and $105.8 million for the nine months ended September 30, 2011 and the year ended December 31, 2010, respectively. See "Cash Distribution Policy."

(2) Under GAAP, we are required to consolidate certain of the investment funds that we advise. However, for segment reporting purposes, we present revenues and expenses on a basis that deconsolidates these funds.

(3) ENI, a non-GAAP measure, represents segment net income excluding the impact of income taxes, acquisition-related items including amortization of acquired intangibles and earn-outs, charges associated with equity-based compensation, corporate actions and infrequently occurring or unusual events (e.g., acquisition related costs, gains and losses on mark to market adjustments on contingent consideration, gains and losses from the retirement of our debt, charges associated with lease terminations and employee severance and settlements of legal claims). For a further discussion about ENI and a reconciliation to Income (Loss) Before Provision for Taxes, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures — Non-GAAP Financial Measures — Economic Net Income" and " — Non-GAAP Financial Measures," and Note 14 to our combined and consolidated financial statements appearing elsewhere in this prospectus.

(4) Distributable Earnings, a non-GAAP measure, is a component of ENI representing total ENI less unrealized performance fees and unrealized investment income plus unrealized performance fee compensation expense. For a further discussion about Distributable Earnings and a reconciliation to Income (Loss) Before Provision for Taxes, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures — Non-GAAP Financial Measures — Distributable Earnings," " — Non-GAAP Financial Measures" and Note 14 to our combined and consolidated financial statements appearing elsewhere in this prospectus. For a discussion of cash distributions and the difference between Distributable Earnings and such cash distributions, during the historical periods presented, see "Cash Distribution Policy."

(5) We established our Fund of Funds Solutions segment on July 1, 2011. These results are for the period from July 1, 2011 to September 30, 2011.

Corporate Private Equity. Our Corporate Private Equity segment, established in 1990 with our first U.S. buyout fund, advises our buyout and growth capital funds, which pursue a wide variety of corporate investments of different sizes and growth potentials. Our 25 active Corporate Private

Equity funds are each carry funds. They are organized and operated by geography or industry and are advised by separate teams of local professionals who live and work in the markets where they invest. We believe this diversity of funds allows us to deploy more targeted and specialized investment expertise and strategies and offers our fund investors the ability to tailor their investment choices.

Our Corporate Private Equity teams have two primary areas of focus:

- *Buyout Funds.* Our buyout teams advise a diverse group of 16 active funds that invest in transactions that focus either on a particular geography (United States, Europe, Asia, Japan, South America or the Middle East and North Africa ("MENA")) or a particular industry (e.g., financial services). As of September 30, 2011, our buyout funds had, in the aggregate, approximately $47 billion in AUM.
- *Growth Capital Funds.* Our nine active growth capital funds are advised by three regionally-focused teams in the United States, Europe and Asia, with each team generally focused on middle-market and growth companies consistent with specific regional investment considerations. As of September 30, 2011, our growth capital funds had, in the aggregate, approximately $4 billion in AUM.

The following table presents certain data about our Corporate Private Equity segment as of September 30, 2011 (dollar amounts in billions; compound annual growth is presented since December 31, 2003; amounts invested include co-investments).

AUM	% of Total AUM	AUM CAGR	Fee-Earning AUM	Active Investments	Active Funds	Available Capital	Investment Professionals	Amount Invested Since Inception	Investments Since Inception
$51	34%	22%	$39	161	25	$15	256	$48	414

Real Assets. Our Real Assets segment, established in 1997 with our first U.S. real estate fund, advises our 18 active carry funds focused on real estate, infrastructure and energy and renewable resources.

Our Real Assets teams have three primary areas of focus:

- *Real Estate.* Our 11 active real estate funds pursue real estate investment opportunities in Asia, Europe and the United States and generally focus on acquiring single-property opportunities rather than large-cap companies with real estate portfolios. As of September 30, 2011, our real estate funds had, in the aggregate, approximately $12 billion in AUM.
- *Infrastructure.* Our infrastructure investment team focuses on investments in infrastructure companies and assets. As of September 30, 2011, we advised one infrastructure fund with approximately $1 billion in AUM.
- *Energy & Renewable Resources.* Our energy and renewable resources activities focus on buyouts, growth capital investments and strategic joint ventures in the midstream, upstream, power and oilfield services sectors, as well as the renewable and alternative sectors of the energy industry. We currently conduct these activities with Riverstone, jointly advising six funds with approximately $17 billion in AUM as of September 30, 2011. We and Riverstone have mutually decided not to pursue additional jointly managed funds (although we will continue to advise jointly with Riverstone the six existing energy and renewable resources funds). We are actively exploring new approaches through which to expand our energy capabilities and intend to augment our significant in-house expertise in this sector.

The following table presents certain data about our Real Assets segment as of September 30, 2011 (dollar amounts in billions; compound annual growth is presented since December 31, 2003; amounts invested include co-investments; investment professionals excludes Riverstone employees).

AUM	% of Total AUM	AUM CAGR	Fee-Earning AUM	Active Investments	Active Funds	Available Capital	Investment Professionals	Amount Invested Since Inception	Investments Since Inception
$30	20%	39%	$22	323	18	$ 9	135	$26	541

Global Market Strategies. Our Global Market Strategies segment, established in 1999 with our first high yield fund, advises a group of 46 active funds that pursue investment opportunities across various types of credit, equities and alternative instruments, and (with regards to certain macroeconomic strategies) currencies, commodities and interest rate products and their derivatives. These funds include:

Carry Funds. We advise six carry funds, with an aggregate of $3 billion in AUM, in three different strategies: distressed and corporate opportunities (including liquid trading portfolios and control investments); corporate mezzanine (targeting middle market companies); and energy mezzanine opportunities (targeting debt investments in energy and power projects and companies).

Hedge Funds. Through our 55% stake in Claren Road Asset Management, LLC ("Claren Road") we advise two long/short credit hedge funds focusing on the global high grade and high yield markets totaling, in the aggregate, approximately $5 billion in AUM. Additionally, through our 55% stake in Emerging Sovereign Group LLC ("ESG"), we advise six emerging markets equities and macroeconomic hedge funds with an aggregate AUM of $2 billion.

Structured Credit Funds. Our 32 structured credit funds, with an aggregate AUM of $12 billion, invest primarily in performing senior secured bank loans through structured vehicles and other investment products.

The following table presents certain data about our Global Market Strategies segment as of September 30, 2011 (dollar amounts in billions; compound annual growth is presented since December 31, 2003).

AUM	% of Total AUM	AUM CAGR	Fee-Earning AUM	Active Funds	Investment Professionals
$23	16%	33%	$21	46	129

Fund of Funds Solutions. Our Fund of Funds Solutions segment was established on July 1, 2011 when we completed our acquisition of a 60% equity interest in AlpInvest. AlpInvest is one of the world's largest investors in private equity and advises a global private equity fund of funds program and related co-investment and secondary activities. Its anchor clients are two large Dutch pension funds, which were the founders and previous shareholders of the company. Although we maintain ultimate control over AlpInvest, AlpInvest's historical management team (who are our employees) will continue to exercise independent investment authority without involvement by other Carlyle personnel.

AlpInvest has three primary areas of focus:

- *Fund Investments.* AlpInvest fund of funds vehicles make investment commitments directly to buyout, growth capital, venture and other alternative asset funds advised by other general partners ("portfolio funds"). As of September 30, 2011, AlpInvest advised 26 fund of funds vehicles totaling, in the aggregate, approximately $32 billion in AUM.
- *Co-investments.* AlpInvest invests alongside other private equity and mezzanine funds in which it has a fund investment throughout Europe, North America and Asia. As of September 30, 2011, AlpInvest co-investments programs were conducted through 15 fund of funds vehicles totaling, in the aggregate, approximately $6 billion in AUM.

- *Secondary Investments.* AlpInvest also advises funds that acquire interests in portfolio funds in secondary market transactions. As of September 30, 2011, AlpInvest's secondary investments program was conducted through 11 fund of funds vehicles totaling, in the aggregate, approximately $6 billion in AUM.

In addition, although customized separate accounts and co-mingled vehicles for clients other than AlpInvest's anchor clients do not currently represent a significant portion of our AUM, we expect to grow our Fund of Funds Solutions segment with these two products. See "Business — Structure and Operation of Our Investment Funds — Incentive Arrangements/Fee Structure" for a discussion of the arrangements with the historical owners and management of AlpInvest regarding the allocation of carried interest in respect of the historical investments of and the historical and certain future commitments to our fund of funds vehicles.

The following table presents certain data about our Fund of Funds Solutions segment as of September 30, 2011 (dollar amounts in billions).

AUM(1)	% of Total AUM	Fee-Earning AUM	Fund of Funds Vehicles	Available Capital	Amount Invested Since Inception	Investment Professionals
$44	30%	$30	52	$16	$38	61

(1) Under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to our fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and 60% of the carried interest in respect of all other commitments (including all future commitments from third parties).

Competitive Strengths

Since our founding in 1987, Carlyle has grown to become one of the world's largest and most diversified multi-product global alternative asset management firms. We believe the following competitive strengths position us well for future growth:

Global Presence. We believe we have a greater presence around the globe and in emerging markets than any other alternative asset manager. We currently operate on six continents and sponsor funds investing in the United States, Asia, Europe, Japan, MENA, South America and Sub-Saharan Africa, with 12 carry funds and their related co-investment vehicles representing approximately $11 billion in AUM actively investing in emerging markets. Our extensive network of investment professionals is composed primarily of local individuals with the knowledge, experience and relationships that allow them to identify and take advantage of opportunities unavailable to firms with less extensive footprints.

Diversified and Scalable Multi-Product Platform. We have created separate geographic, sector and asset specific fund groups, investing significant resources to develop this extensive network of investment professionals and offices. As a result, we benefit from having 89 different funds (including 49 carry funds) and 52 fund of funds vehicles around the world. We believe this broad fund platform and our investor services infrastructure provide us with a scalable foundation to pursue future investment opportunities in high-growth markets and to expand into new products. Our diverse platform also enhances our resilience to credit market turmoil by enabling us to invest during such times in assets and geographies that are less dependent on leverage than traditional U.S. buyout activity. We believe the breadth of our product offerings also enhances our fundraising by allowing us to offer investors greater flexibility to allocate capital across different geographies, industries and components of a company's capital structure.

Focus on Innovation. We have been at the forefront of many recognized trends within our industry, including the diversification of investment products and asset classes, geographic expansion and raising strategic capital from institutional investors. Within 10 years of the launch of our first fund in 1990 to pursue buyout opportunities in the United States, we had expanded our buyout operations to Asia and Europe and added funds focused on U.S. real estate, global

energy and power, structured credit and venture and growth capital opportunities in Asia, Europe and the United States. Over the next 10 years, we developed an increasing number of new, diverse products, including funds focused on distressed opportunities, infrastructure, global financial services, mezzanine investments and real estate across Asia and Europe. We continued to innovate in 2010 and 2011 with the significant expansion of our Global Markets Strategies business, which has more than doubled its AUM since the beginning of 2008, the formation of our Fund of Funds Solutions segment and numerous new fund initiatives. We believe our focus on innovation will enable us to continue to identify and capitalize on new opportunities in high-growth geographies and sectors.

Proven Ability to Consistently Attract Capital from a High-Quality, Loyal Investor Base. Since inception, we have raised nearly $115 billion in capital (excluding acquisitions). We have successfully and repeatedly raised long-term, non-redeemable capital commitments to new and successor funds, with a broad and diverse base of over 1,400 carry fund investors from 72 countries. Despite the recent challenges in the fundraising markets, from December 31, 2007 through September 30, 2011, we had closings for 28 funds with commitments totaling approximately $30 billion. We have a demonstrated history of attracting investors to multiple funds, with approximately 91% of commitments to our active carry funds (by dollar amount) coming from investors who are committed to more than one active carry fund, and approximately 59% of commitments to our active carry funds (by dollar amount) coming from investors who are committed to more than five active carry funds (each as of September 30, 2011). We have a dedicated in-house fund investor relations function, which we refer to as our “LP relations” group, which includes 23 geographically focused investor relations professionals and 30 product and client segment specialists and support staff operating on a global basis. We believe that our constant dialogue with our fund investors and our commitment to providing them with the highest quality service inspires loyalty and aids our efforts to continue to attract investors across our investment platform.

Demonstrated Record of Investment Performance. We have demonstrated a strong and consistent investment track record, producing attractive returns for our fund investors across segments, sectors and geographies, and across economic cycles. The following table summarizes the aggregate investment performance of our Corporate Private Equity and Real Assets segments. Due to the diversified nature of the strategies in our Global Market Strategies segment, we have included summarized investment performance for the largest carry fund and largest hedge fund in this segment. For additional information, including performance information of other Global Market Strategies funds, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Segment Analysis — Corporate Private Equity — Fund Performance Metrics," "— Real Assets — Fund Performance Metrics" and "— Global Market Strategies — Fund Performance Metrics."

	As of September 30, 2011			Inception to September 30, 2011		
	Cumulative Invested Capital(2)	MOIC(3)	Realized/ Partially Realized MOIC(3)(4)	Gross IRR(5)	Net IRR(6)	Realized/ Partially Realized Gross IRR(4)(5)
	(Dollars in billions)					
Corporate Private Equity(1)	$47.7	1.7x	2.5x	26%	18%	31%
Real Assets(1)	$25.6	1.4x	2.0x	17%	10%	30%
Fund of Funds Solutions(1)	$38.0	1.3x	n/a	11%	10%	n/a

	As of September 30, 2011	Inception to September 30, 2011		
	Total AUM	Gross IRR(5)	Net IRR(6)	Net Annualized Return(7)
	(Dollars in billions)			
Global Market Strategies(8)				
CSP II (carry fund)	$1.7	14%	9%	n/a
Claren Road Master Fund (hedge fund)	$4.1	n/a	n/a	12%
Claren Road Opportunities Fund (hedge fund)	$1.3	n/a	n/a	20%

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P. See "Risk Factors — Risks Related to Our Business Operations — The historical returns attributable to our funds, including those presented in this prospectus, should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units."

(1) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the reporting period spot rate.

(2) Represents the original cost of all capital called for investments since inception.

(3) Multiple of invested capital ("MOIC") represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.

(4) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to those of other companies that use similarly titled measures.

(5) Gross Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.

(6) Net IRR represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value after management fees, expenses and carried interest.

(7) Net Annualized Return is presented for fee-paying investors on a total return basis, net of all fees and expenses.

(8) Due to the disparate nature of the underlying asset classes in which our Global Market Strategies funds participate (e.g., syndicated loans, bonds, distressed securities, mezzanine loans, emerging markets equities, macroeconomic products) and the inherent difficulties in aggregating the performance of closed-end and open-end funds, the presentation of aggregate investment performance across this segment would not be meaningful.

Financial Strength. The investment performance across our broad fund base has enabled us to generate Economic Net Income of over $1 billion in 2010 and approximately $579 million in the first nine months of 2011 and Distributable Earnings of $342.5 million and $617.0 million for the same periods. Our income before provision for income taxes, a GAAP measure, was approximately $1.5 billion in 2010 and $470 million in the first nine months of 2011. This performance is also reflected in the rate of appreciation of the investments in our carry funds in recent periods, with a 34% increase in our carry fund value in 2010 and a 9% increase in the first nine months of 2011. Additionally, distributions to our fund investors have been robust, with more than $8 billion distributed to fund investors in 2010 and more than $15 billion in the first nine months of 2011. We believe the investment pace and available capital of our carry funds position us well for the future. Our carry funds invested approximately $10 billion in 2010 and approximately $8 billion in the first nine months of 2011, and as of September 30, 2011, these funds had approximately $25 billion in capital commitments that had not yet been invested.

Stable and Diverse Team of Talented Investment Professionals With a Strong Alignment of Interests. We have a talented team of more than 500 investment professionals and we are assisted by our Executive Operations Group of 27 operating executives, with an average of over 40 years of relevant operating, financial and regulatory experience, who are a valuable resource to our portfolio companies and our firm. Our investment professionals are supported by a centralized investor services and support group, which includes more than 400 professionals. The interests of our professionals are aligned with the interests of the investors in our funds and in our firm. Since our inception through September 30, 2011, we and our senior Carlyle professionals, operating executives and other professionals have invested or committed to invest in excess of $4 billion in or alongside our funds. We have also sought to align the long-term incentives of our senior Carlyle professionals with our common unitholders, including through equity compensation arrangements that include certain vesting, minimum retained ownership and transfer restrictions. See “Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions.”

Commitment to Responsible Global Citizenship. We believe that being a good corporate citizen is part of good business practice and creates long-term value for our fund investors. We have worked to apply the Private Equity Growth Capital Council’s Guidelines for Responsible Investment, which we helped to develop in 2008, demonstrating our commitment to environmental, social and governance standards in our investment activities. In addition, we were the first global alternative asset management firm to release a corporate citizenship report, which catalogues and describes our corporate citizenship efforts, including our responsible investment policy and practices and those of our portfolio companies.

Our Strategy for the Future

We intend to create value for our common unitholders by seeking to:

- continue to generate attractive investment returns for our fund investors across our multi-fund, multi-product global investment platform, including by increasing the value of our current portfolio and leveraging the strong capital position of our investment funds to pursue new investment opportunities;
- continue to inspire the confidence and loyalty of our more than 1,400 carry fund investors, and further expand our investor base, with a focus on client service and strong investment performance;
- continue to grow our AUM by raising follow-on investment funds across our four segments and by broadening our platform, through both organic growth and selective acquisitions, where we believe we can provide investors with differentiated products to meet their needs;
- further advance our leadership position in core non-U.S. geographic markets, including high-growth emerging markets such as China, Latin America, India, MENA and Sub-Saharan Africa; and
- continue to demonstrate principled industry leadership and to be a responsible and respected member of the global community by demonstrating our commitment to environmental, social and governance standards in our investment activities.

Investment Risks

An investment in our common units involves substantial risks and uncertainties. Some of the more significant challenges and risks relating to an investment in our common units include those associated with:

- adverse economic and market conditions, which can affect our business and liquidity position in many ways, including by reducing the value or performance of the investments made by our investment funds and reducing the ability of our investment funds to raise or deploy capital;
- changes in the debt financing markets, which could negatively impact the ability of our funds and their portfolio companies to obtain attractive financing or refinancing for their investments and operations, and could increase the cost of such financing if it is obtained, leading to lower-yielding investments;
- the potential volatility of our revenue, income and cash flow, which is influenced by:
  - the fact that carried interest is only received when investments are realized and achieve a certain specified return;
  - changes in the carrying values and performance of our funds' investments; and
  - the life cycle of our carry funds, which influences the timing of our accrual and realization of carried interest;
  - the fact that the fees we receive for transaction advisory services are dependent upon the level of transactional activity during the period;
- our dependence on our founders and other key personnel and our ability to attract, retain and motivate high quality employees who will bring value to our operations;
- business and regulatory impediments to our efforts to expand into new investment strategies, markets and businesses;

- the fact that most of our investment funds invest in illiquid, long-term investments that are not marketable securities, and such investments may lose significant value during an economic downturn;
- the potential for poor performance of our investment funds; and
- the possibility that we will not be able to continue to raise capital from third-party investors on advantageous terms.

As a limited partnership, we will qualify for and intend to rely on exceptions from certain corporate governance and other requirements under the rules of the NASDAQ Global Select Market. For example, we will not be required to comply with the requirements that a majority of the board of directors of our general partner consist of independent directors and that we have independent director oversight of executive officer compensation and director nominations.

In addition, and as discussed in "Material U.S. Federal Tax Considerations":

- The Carlyle Group L.P. will be treated as a partnership for U.S. federal income tax purposes, and our common unitholders therefore will be required to take into account their allocable share of items of income, gain, loss and deduction of The Carlyle Group L.P. in computing their U.S. federal income tax liability;
- Although we currently intend to make annual distributions in an amount sufficient to cover the anticipated U.S. federal, state and local income tax liabilities of holders of common units in respect of their allocable share of our net taxable income, it is possible that such tax liabilities will exceed the cash distributions that holders of common units receive from us; and
- Although not enacted, the U.S. Congress has considered legislation that would have precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations for taxable years after a ten-year transition period and would have taxed individual holders of common units with respect to certain income and gains now taxed at capital gains rates, including gain on disposition of units, at increased rates. Similar legislation could be enacted in the future. The Obama administration has indicated that it supports the adoption of such legislation. In its published revenue proposal for 2012, as well as in proposed legislation recently submitted to Congress in the American Jobs Act, the Obama administration proposed that the current law regarding the treatment of carried interest be changed to subject such income to ordinary income tax.

Please see "Risk Factors" for a discussion of these and other factors you should consider before making an investment in our common units.

The Carlyle Group L.P. was formed in Delaware on July 18, 2011. Our principal executive offices are located at 1001 Pennsylvania Avenue, NW, Washington, D.C. 20004-2505, and our telephone number is (202) 729-5626.

Organizational Structure

Our Current Organizational Structure

Our business is currently owned by four holding entities: TC Group, L.L.C., TC Group Cayman, L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P. We refer to these four holding entities collectively as the "Parent Entities." The Parent Entities are under the common ownership and control of the partners of our firm (who we refer to as our "senior Carlyle professionals") and two strategic investors that own minority interests in our business — entities affiliated with Mubadala Development Company, an Abu-Dhabi based strategic development and investment company ("Mubadala"), and California Public Employees' Retirement System ("CalPERS"). In addition, certain individuals engaged in our businesses own interests in the general partners of our existing carry funds. Certain of these individuals will, as described below, contribute a portion of these interests to us as part of the reorganization. We refer to these individuals, together with the owners of the Parent Entities prior to this offering, collectively, as our "existing owners."

Reorganization

Prior to this offering, we will complete a series of transactions pursuant to which our business will be reorganized into a holding partnership structure as described under "Organizational Structure." Following the reorganization and this offering, The Carlyle Group L.P. will be a holding partnership and, through wholly-owned subsidiaries, will hold equity interests in three Carlyle Holdings partnerships (which we refer to collectively as "Carlyle Holdings"), which in turn will own the four Parent Entities. Through its wholly-owned subsidiaries, The Carlyle Group L.P. will be the sole general partner of each of the Carlyle Holdings partnerships. Accordingly, The Carlyle Group L.P. will operate and control all of the business and affairs of Carlyle Holdings and will consolidate the financial results of Carlyle Holdings and its consolidated subsidiaries, and the ownership interest of the limited partners of Carlyle Holdings will be reflected as a non-controlling interest in The Carlyle Group L.P.'s consolidated financial statements. At the time of this offering, our existing owners will be the only limited partners of the Carlyle Holdings partnerships.

Certain existing and former owners of the Parent Entities (including CalPERS and former and current senior Carlyle professionals) have beneficial interests in investments in or alongside our funds that were funded by such persons indirectly through the Parent Entities. In order to minimize the extent of third party ownership interests in firm assets, prior to the completion of the offering we will (i) distribute a portion of these interests (approximately $ million as of September 30, 2011) to their beneficial owners so that they are held directly by such persons and are no longer consolidated in our financial statements and (ii) restructure the remainder of these interests (approximately $ million as of September 30, 2011) so that they are reflected as non-controlling interests in our financial statements. In addition, prior to the offering the Parent Entities will restructure the ownership of certain carried interest rights allocated to former owners so that such carried interest rights will be reflected as non-controlling interests in our financial statements. Such restructured carried interest rights accounted for approximately $ million of our performance fee revenue for the year ended December 31, 2010 and approximately $ million of our performance fee revenue for the nine months ended September 30, 2011. Prior to the date of the offering the Parent Entities will also make one or more cash distributions of previously undistributed earnings and accumulated cash to their owners totaling $. See "Unaudited Pro Forma Financial Information."

Our existing owners will then contribute to the Carlyle Holdings partnerships their interests in the Parent Entities and a portion of the equity interests they own in the general partners of our existing investment funds and other entities that have invested in or alongside our funds.

Accordingly, following the reorganization, subsidiaries of Carlyle Holdings generally will be entitled to:

- all management fees payable in respect of all current and future investment funds that we advise, as well as the fees for transaction advisory and oversight services that may be payable

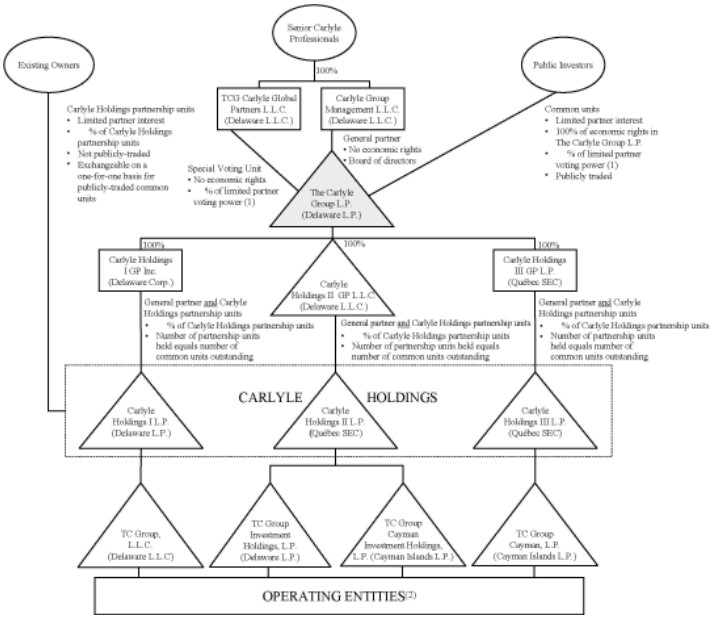
by these investment funds' portfolio companies (subject to certain third party interests, as described below);

- all carried interest earned in respect of all current and future carry funds that we advise (subject to certain third party interests, including those described below and to the allocation to our investment professionals who work in these operations of a portion of this carried interest as described below);
- all incentive fees (subject to certain interests in Claren Road and ESG and, with respect to other funds earning incentive fees, any performance-related allocations to investment professionals); and
- all returns on investments of our own balance sheet capital that we make following this offering (as well as on existing investments with an aggregate value of approximately $ million as of September 30, 2011).

In certain cases, the entities that receive management fees from our investment funds are owned by Carlyle together with other persons. For example, management fees from our energy and renewables funds are received by an entity we own together with Riverstone, and the Claren Road, ESG and AlpInvest management companies are partially owned by the respective founders and managers of these businesses. We may have similar arrangements with respect to the ownership of the entities that advise our funds in the future.

In order to better align the interests of our senior Carlyle professionals and the other individuals who manage our carry funds with our own interests and with those of the investors in these funds, such individuals are allocated directly a portion of the carried interest in our carry funds. Prior to the reorganization, the level of such allocations vary by fund, but generally are at least 50% of the carried interests in the fund. As a result of the reorganization, the allocations to these individuals will be approximately 45% of all carried interest, on a blended average basis, earned in respect of investments made prior to the date of the reorganization and approximately 45% of any carried interest that we earn in respect of investments made from and after the date of the reorganization, in each case with the exception of the Riverstone funds, where we will retain essentially all of the carry to which we are entitled under our arrangements for those funds. In addition, under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to our fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and 60% of the carried interest in respect of all other commitments (including all future commitments from third parties). See "Business — Structure and Operation of Our Investment Funds — Incentive Arrangements/Fee Structure."

The diagram below (which omits certain wholly-owned intermediate holding companies) depicts our organizational structure immediately following this offering. As discussed in greater detail below and under "Organizational Structure," The Carlyle Group L.P. will hold, through wholly-owned subsidiaries, a number of Carlyle Holdings partnership units that is equal to the number of common units that The Carlyle Group L.P. has issued and will benefit from the income of Carlyle Holdings to the extent of its equity interests in the Carlyle Holdings partnerships. While the holders of common units of The Carlyle Group L.P. will be entitled to all of the economic rights in The Carlyle Group L.P. immediately following this offering, our existing owners will, like the wholly-owned subsidiaries of The Carlyle Group L.P., hold Carlyle Holdings partnership units that entitle them to economic rights in Carlyle Holdings to the extent of their equity interests in the Carlyle Holdings partnerships. Public investors will not directly hold equity interests in the Carlyle Holdings partnerships.



(1) The Carlyle Group L.P. common unitholders will have only limited voting rights and will have no right to remove our general partner or, except in limited circumstances, elect the directors of our general partner. TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit in The Carlyle Group L.P. that will entitle it, on those few matters that may be submitted for a vote of The Carlyle Group L.P. common unitholders, to participate in the vote on the same basis as the common unitholders and provide it with a number of votes that is equal to the aggregate number of vested and unvested partnership units in Carlyle Holdings held by the limited partners of Carlyle Holdings on the relevant record date. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Withdrawal or Removal of the General Partner," "— Meetings; Voting" and "— Election of Directors of General Partner."

(2) Certain individuals engaged in our business will continue to own interests directly in selected operating subsidiaries, including, in certain instances, entities that receive management fees from funds that we advise. The Carlyle Holdings partnerships will also directly own interests in selected operating subsidiaries.

The Carlyle Group L.P. intends to conduct all of its material business activities through Carlyle Holdings. Each of the Carlyle Holdings partnerships was formed to hold our interests in different businesses. We expect that Carlyle Holdings I L.P. will own all of our U.S. fee-generating businesses and many of our non-U.S. fee-generating businesses, as well as our carried interests (and other investment interests) that are expected to derive income that would not be qualifying income for purposes of the U.S. federal income tax publicly-traded partnership rules and certain of our carried interests (and other investment interests) that do not relate to investments in stock of corporations or in debt, such as equity investments in entities that are pass-through for U.S. federal income tax purposes. We anticipate that Carlyle Holdings II L.P. will hold a variety of assets, including our carried interests in many of the investments by our carry funds in entities that are treated as domestic corporations for U.S. federal income tax purposes and in certain non-U.S. entities. Certain of our non-U.S. fee-generating businesses will be held by Carlyle Holdings III L.P.

The Carlyle Group L.P. has formed wholly-owned subsidiaries to serve as the general partners of the Carlyle Holdings partnerships: Carlyle Holdings I GP Inc. (a Delaware corporation that is a domestic corporation for U.S. federal income tax purposes), Carlyle Holdings II GP L.L.C. (a Delaware limited liability company that is a disregarded entity and not an association taxable as a corporation for U.S. federal income tax purposes) and Carlyle Holdings III GP L.P. (a Québec *société en commandite* that is a foreign corporation for U.S. federal income tax purposes) will serve as the general partners of Carlyle Holdings I L.P., Carlyle Holdings II L.P. and Carlyle Holdings III L.P., respectively. Carlyle Holdings I GP Inc. and Carlyle Holdings III GP L.P. will serve as the general partners of Carlyle Holdings I L.P. and Carlyle Holdings III L.P., respectively, either directly or indirectly through wholly-owned subsidiaries that are disregarded for federal income tax purposes. We refer to Carlyle Holdings I GP Inc., Carlyle Holdings II GP L.L.C. and Carlyle Holdings III GP L.P. collectively as the "Carlyle Holdings General Partners."

Holding Partnership Structure

As discussed in "Material U.S. Federal Tax Considerations," The Carlyle Group L.P. will be treated as a partnership and not as a corporation for U.S. federal income tax purposes, although our partnership agreement does not restrict our ability to take actions that may result in our being treated as an entity taxable as a corporation for U.S. federal (and applicable state) income tax purposes. An entity that is treated as a partnership for U.S. federal income tax purposes is not a taxable entity and incurs no U.S. federal income tax liability. Instead, each partner is required to take into account its allocable share of items of income, gain, loss and deduction of the partnership in computing its U.S. federal income tax liability, whether or not cash distributions are made. Investors in this offering will become limited partners of The Carlyle Group L.P. Accordingly, an investor in this offering generally will be required to pay U.S. federal income taxes with respect to the income and gain of The Carlyle Group L.P. that is allocated to such investor, even if The Carlyle Group L.P. does not make cash distributions. We believe that the Carlyle Holdings partnerships will also be treated as partnerships and not as corporations for U.S. federal income tax purposes. Accordingly, the holders of partnership units in Carlyle Holdings, including The Carlyle Group L.P.'s wholly-owned subsidiaries, will incur U.S. federal, state and local income taxes on their proportionate share of any net taxable income of Carlyle Holdings. See "Material U.S. Federal Tax Considerations" for more information about the tax treatment of The Carlyle Group L.P. and Carlyle Holdings.

Each of the Carlyle Holdings partnerships will have an identical number of partnership units outstanding, and we use the terms "Carlyle Holdings partnership unit" or "partnership unit in/of Carlyle Holdings" to refer collectively to a partnership unit in each of the Carlyle Holdings partnerships. The Carlyle Group L.P. will hold, through wholly-owned subsidiaries, a number of Carlyle Holdings partnership units equal to the number of common units that The Carlyle Group L.P. has issued. The Carlyle Holdings partnership units that will be held by The Carlyle Group L.P.'s wholly-owned subsidiaries will be economically identical to the Carlyle Holdings partnership units that will be held by our existing owners. Accordingly, the income of Carlyle Holdings will benefit The Carlyle Group L.P. to the extent of its equity interest in Carlyle Holdings. Immediately following

this offering, The Carlyle Group L.P. will hold Carlyle Holdings partnership units representing % of the total number of partnership units of Carlyle Holdings, or % if the underwriters exercise in full their option to purchase additional common units, and our existing owners will hold Carlyle Holdings partnership units representing % of the total number of partnership units of Carlyle Holdings, or % if the underwriters exercise in full their option to purchase additional common units.

Under the terms of the partnership agreements of the Carlyle Holdings partnerships, all of the Carlyle Holdings partnership units received by our existing owners in the reorganization described in "Organizational Structure" will be subject to restrictions on transfer and, with the exception of Mubadala and CalPERS, minimum retained ownership requirements. In addition, approximately % of the Carlyle Holdings partnership units received by our existing owners who are our employees will not be vested and, with specified exceptions, will be subject to forfeiture if the employee ceases to be employed by us prior to vesting. See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions."

The Carlyle Group L.P. is managed and operated by our general partner, Carlyle Group Management L.L.C., to whom we refer as "our general partner," which is in turn wholly-owned by our senior Carlyle professionals. Our general partner will not have any business activities other than managing and operating us. We will reimburse our general partner and its affiliates for all costs incurred in managing and operating us, and our partnership agreement provides that our general partner will determine the expenses that are allocable to us. Although there are no ceilings on the expenses for which we will reimburse our general partner and its affiliates, the expenses to which they may be entitled to reimbursement from us, such as director fees, are not expected to be material.

Certain Corporate Governance Considerations

Voting. Unlike the holders of common stock in a corporation, our common unitholders will have only limited voting rights and will have no right to remove our general partner or, except in the limited circumstances described below, elect the directors of our general partner. In addition, TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit that provides it with a number of votes on any matter that may be submitted for a vote of our common unitholders that is equal to the aggregate number of vested and unvested Carlyle Holdings partnership units held by the limited partners of Carlyle Holdings. Accordingly, immediately following this offering, on those few matters that may be submitted for a vote of the limited partners of The Carlyle Group L.P., such as the approval of amendments to the limited partnership agreement of The Carlyle Group L.P. that the limited partnership agreement does not authorize our general partner to approve without the consent of the limited partners and the approval of certain mergers or sales of all or substantially all of our assets, investors in this offering will collectively have % of the voting power of The Carlyle Group L.P. limited partners, or % if the underwriters exercise in full their option to purchase additional common units, and our existing owners will collectively have % of the voting power of The Carlyle Group L.P. limited partners, or % if the underwriters exercise in full their option to purchase additional common units. These percentages correspond with the percentages of the Carlyle Holdings partnership units that will be held by The Carlyle Group L.P. through its wholly-owned subsidiaries, on the one hand, and by our existing owners, on the other hand. We refer to our common units (other than those held by any person whom our general partner may from time to time with such person's consent designate as a non-voting common unitholder) and our special voting units as "voting units." Our common unitholders' voting rights will be further restricted by the provision in our partnership agreement stating that any common units held by a person that beneficially owns 20% or more of any class of The Carlyle Group L.P. common units then outstanding (other than our general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates) cannot be voted on any matter.

Election of Directors. In general, our common unitholders will have no right to elect the directors of our general partner. However, when our Senior Carlyle professionals and other then-current or former Carlyle personnel hold less than 10% of the limited partner voting power, our common unitholders will have the right to vote in the election of the directors of our general partner. This voting power condition will be measured on January 31, of each year, and will be triggered if the total voting power held by holders of the special voting units in The Carlyle Group L.P. (including voting units held by our general partner and its affiliates) in their capacity as such, or otherwise held by then-current or former Carlyle personnel (treating voting units deliverable to such persons pursuant to outstanding equity awards as being held by them), collectively, constitutes less than 10% of the voting power of the outstanding voting units of The Carlyle Group L.P. Unless and until the foregoing voting power condition is satisfied, our general partner's board of directors will be elected in accordance with its limited liability company agreement, which provides that directors may be appointed and removed by members of our general partner holding a majority in interest of the voting power of the members, which voting power is allocated to each member ratably according to his or her aggregate ownership of our common units and partnership units. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Election of Directors of General Partner."

Conflicts of Interest and Duties of Our General Partner. Although our general partner has no business activities other than the management of our business, conflicts of interest may arise in the future between us and our common unitholders, on the one hand, and our general partner and its affiliates, on the other. The resolution of these conflicts may not always be in our best interests or that of our common unitholders. In addition, we have fiduciary and contractual obligations to the investors in our investment funds and we expect to regularly take actions with respect to the purchase or sale of investments in our investment funds, the structuring of investment transactions for those funds or otherwise that are in the best interests of the limited partner investors in those funds but that might at the same time adversely affect our near-term results of operations or cash flow.

Our partnership agreement limits the liability of, and reduces or eliminates the duties (including fiduciary duties) owed by, our general partner to our common unitholders. Our partnership agreement also restricts the remedies available to common unitholders for actions that might otherwise constitute breaches of our general partner's duties (including fiduciary duties). By purchasing our common units, you are treated as having consented to the provisions set forth in our partnership agreement, including the provisions regarding conflicts of interest situations that, in the absence of such provisions, might be considered a breach of fiduciary or other duties under applicable state law. For a more detailed description of the conflicts of interest and fiduciary responsibilities of our general partner, see "Conflicts of Interest and Fiduciary Responsibilities.''

The Offering

Common units offered by The Carlyle Group L.P.	common units.
Common units outstanding after the offering transactions	common units (or common units if all outstanding Carlyle Holdings partnership units held by our existing owners were exchanged for newly-issued common units on a one-for-one basis).
Use of proceeds	We estimate that the net proceeds to The Carlyle Group L.P. from this offering, after deducting estimated underwriting discounts, will be approximately $, or $ if the underwriters exercise in full their option to purchase additional common units. The Carlyle Group L.P. intends to use all of these proceeds to purchase newly issued Carlyle Holdings partnership units from Carlyle Holdings, as described under "Organizational Structure — Offering Transactions." We intend to cause Carlyle Holdings to use approximately $ of these proceeds to repay outstanding indebtedness and the remainder for general corporate purposes, including general operational needs, growth initiatives, acquisitions and strategic investments and to fund capital commitments to, and other investments in and alongside of, our investment funds. We anticipate that the acquisitions we may pursue will be those that would broaden our platform where we believe we can provide investors with differentiated products to meet their needs. Carlyle Holdings will also bear or reimburse The Carlyle Group L.P. for all of the expenses of this offering, which we estimate will be approximately $.
Voting rights	Our general partner, Carlyle Group Management L.L.C., will manage all of our operations and activities. You will not hold an interest in our general partner, which is wholly-owned by our senior Carlyle professionals. Unlike the holders of common stock in a corporation, you will have only limited voting rights and will have no right to remove our general partner or, except in limited circumstances, elect the directors of our general partner. In addition, TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit that provides it with a number of votes on any matter that may be submitted for a vote of our common unitholders that is equal to the aggregate number of vested and unvested Carlyle Holdings partnership units held by the limited partners of Carlyle Holdings. Accordingly, immediately following this offering our existing owners generally will have sufficient voting power to determine the outcome of those few matters that may be submitted for a vote of the limited partners of The Carlyle Group L.P. Our common unitholders' voting rights will be further restricted by the provision in our partnership agreement stating that any common units held by a person that beneficially owns 20% or

	more of any class of The Carlyle Group L.P. common units then outstanding (other than our general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates) cannot be voted on any matter. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Withdrawal or Removal of the General Partner," "— Meetings; Voting" and "— Election of Directors of General Partner."
Cash distribution policy	Our general partner currently intends to cause The Carlyle Group L.P. to make quarterly distributions to our common unitholders of its share of distributions from Carlyle Holdings, net of taxes and amounts payable under the tax receivable agreement as described below. We currently anticipate that we will cause Carlyle Holdings to make quarterly distributions to its partners, including The Carlyle Group L.P.'s wholly owned subsidiaries, that will enable The Carlyle Group L.P. to pay a quarterly distribution of $ per common unit. In addition, we currently anticipate that we will cause Carlyle Holdings to make annual distributions to its partners, including The Carlyle Group L.P.'s wholly owned subsidiaries, in an amount that, taken together with the other above-described quarterly distributions, represents substantially all of our Distributable Earnings in excess of the amount determined by our general partner to be necessary or appropriate to provide for the conduct of our business, to make appropriate investments in our business and our funds or to comply with applicable law or any of our financing agreements. We anticipate that the aggregate amount of our distributions for most years will be less than our Distributable Earnings for that year due to these funding requirements. For a discussion of the difference between Distributable Earnings and cash distributions during the historical periods presented, see "Cash Distribution Policy." Notwithstanding the foregoing, the declaration and payment of any distributions will be at the sole discretion of our general partner, which may change our distribution policy at any time. Our general partner will take into account general economic and business conditions, our strategic plans and prospects, our business and investment opportunities, our financial condition and operating results, working capital requirements and anticipated cash needs, contractual restrictions and obligations, legal, tax and regulatory restrictions, other constraints on the payment of distributions by us to our common unitholders or by our subsidiaries to us, and such other factors as our general partner may deem relevant. The Carlyle Group L.P. will be a holding partnership and will have no material assets other than its ownership of partnership units in Carlyle Holdings held through wholly-owned subsidiaries. We intend to cause Carlyle Holdings to make distributions to its partners, including the wholly-owned subsidiaries of The Carlyle Group L.P., in order to fund any distributions we may declare on the

	common units. If Carlyle Holdings makes such distributions, the limited partners of Carlyle Holdings will be entitled to receive equivalent distributions pro rata based on their partnership interests in Carlyle Holdings. Because Carlyle Holdings I GP Inc. must pay taxes and make payments under the tax receivable agreement, the amounts ultimately distributed by The Carlyle Group L.P. to common unitholders are expected to be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings partnerships to the limited partners of the Carlyle Holdings partnerships in respect of their Carlyle Holdings partnership units. In addition, the partnership agreements of the Carlyle Holdings partnerships will provide for cash distributions, which we refer to as "tax distributions," to the partners of such partnerships if our wholly-owned subsidiaries that are the general partners of the Carlyle Holdings partnerships determine that the taxable income of the relevant partnership will give rise to taxable income for its partners. Generally, these tax distributions will be computed based on our estimate of the net taxable income of the relevant partnership allocable to a partner multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate prescribed for an individual or corporate resident in New York, New York (taking into account the non-deductibility of certain expenses and the character of our income). The Carlyle Holdings partnerships will make tax distributions only to the extent distributions from such partnerships for the relevant year were otherwise insufficient to cover such tax liabilities. The Carlyle Group L.P. is not required to distribute to its common unitholders any of the cash that its wholly-owned subsidiaries may receive as a result of tax distributions by the Carlyle Holdings partnerships. For limitations on our ability to make distributions, see "Cash Distribution Policy."
Exchange rights of holders of Carlyle Holdings partnership units	Prior to this offering we will enter into an exchange agreement with our senior Carlyle professionals and the other limited partners of the Carlyle Holdings partnerships so that these holders, subject to the vesting and minimum retained ownership requirements and transfer restrictions set forth in the partnership agreements of the Carlyle Holdings partnerships, may on a quarterly basis, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange their Carlyle Holdings partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings

	partnerships to effect an exchange for a common unit. As the number of Carlyle Holdings partnership units held by the limited partners of the Carlyle Holdings partnerships declines, the number of votes to which TCG Carlyle Global Partners L.L.C. is entitled as a result of its ownership of the special voting unit will be correspondingly reduced. For information concerning transfer restrictions that will apply to holders of Carlyle Holdings partnership units, including our senior Carlyle professionals, see "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions."
Tax receivable agreement	Future exchanges of Carlyle Holdings partnership units are expected to result in increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, primarily attributable to a portion of the goodwill inherent in our business. These increases in tax basis will increase (for tax purposes) depreciation and amortization deductions and therefore reduce the amount of tax that certain of our subsidiaries, including Carlyle Holdings I GP Inc., which we refer to as the "corporate taxpayers," would otherwise be required to pay in the future. This increase in tax basis may also decrease gain (or increase loss) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. We will enter into a tax receivable agreement with our existing owners whereby the corporate taxpayers will agree to pay to our existing owners 85% of the amount of cash tax savings, if any, in U.S. federal, state and local income tax that they realize as a result of these increases in tax basis. The corporate taxpayers will have the right to terminate the tax receivable agreement by making payments to our existing owners calculated by reference to the value of all future payments that our existing owners would have been entitled to receive under the tax receivable agreement using certain valuation assumptions, including that any Carlyle Holdings partnership units that have not been exchanged are deemed exchanged for the market value of the common units at the time of termination, and that the corporate taxpayers will have sufficient taxable income in each future taxable year to fully realize all potential tax savings. Based upon certain assumptions described in greater detail under "Certain Relationships and Related Person Transactions — Tax Receivable Agreement," we estimate that if the corporate taxpayers were to exercise their termination right immediately following this offering, the aggregate amount of these termination payments would be approximately $ million. See "Certain Relationships and Related Person Transactions — Tax Receivable Agreement."
Risk factors	See "Risk Factors" for a discussion of risks you should carefully consider before deciding to invest in our common units.
Proposed trading symbol	"CG."

In this prospectus, unless otherwise indicated, the number of common units outstanding and the other information based thereon does not reflect:

- common units issuable upon exercise of the underwriters' option to purchase additional common units from us;
- common units issuable upon exchange of Carlyle Holdings partnership units that will be held by our existing owners immediately following the offering transactions;
- up to common units issuable upon exchange of up to Carlyle Holdings partnership units that may be issued in connection with the contingently issuable equity interests received by the sellers as part of our acquisition of Claren Road, subject to adjustment as described below. See Note 3 to the combined and consolidated financial statements included elsewhere in this prospectus; or
- interests that may be granted under the 2012 Carlyle Group Equity Incentive Plan, or our "Equity Incentive Plan," consisting of:
  - deferred restricted units that we expect to grant to our employees at the time of this offering;
  - phantom deferred restricted units that we expect to grant to our employees at the time of this offering, which are settleable in cash; and
  - additional common units or Carlyle Holdings partnership units available for future grant under our Equity Incentive Plan, which are subject to automatic annual increases.

  See "Management — Equity Incentive Plan" and "— IPO Date Equity Awards."

We have agreed to adjust the Carlyle Holdings partnership units issuable to the Claren Road sellers to the extent necessary to ensure that the implied value of the Carlyle Holdings partnership units received or to be received by them upon fulfillment of the annual performance conditions (inclusive of the contingently issuable equity interests described above), calculated based on the initial public offering price per common unit in this offering, is not less than $41.0 million and not greater than $61.6 million (assuming that all annual performance conditions are met). In addition, we have agreed to adjust the consideration to the ESG sellers, which adjustment may be made at our option in cash or Carlyle Holdings partnership units, to the extent necessary to ensure that the value of the Carlyle Holdings partnership units received by them, based on the five-day volume weighted average price per unit of our common units, measured at the expiration of the 180-day restricted period described under "Common Units Eligible For Future Sale — Lock-Up Arrangements," is not less than $7.0 million and not greater than $8.4 million.

See "Pricing Sensitivity Analysis" to see how some of the information presented above would be affected by an initial public offering price per common unit at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus.

Summary Financial and Other Data

The following summary financial and other data of Carlyle Group, which comprises TC Group, L.L.C., TC Group Cayman L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P., as well as their controlled subsidiaries, which are under common ownership and control by our individual senior Carlyle professionals, entities affiliated with Mubadala and CalPERS, should be read together with "Organizational Structure," "Unaudited Pro Forma Financial Information," "Selected Historical Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and related notes included elsewhere in this prospectus. Carlyle Group is considered our predecessor for accounting purposes, and its combined and consolidated financial statements will be our historical financial statements following this offering.

We derived the summary historical combined and consolidated statements of operations data of Carlyle Group for each of the years ended December 31, 2010, 2009 and 2008 and the summary historical combined and consolidated balance sheet data as of December 31, 2010 and 2009 from our audited combined and consolidated financial statements which are included elsewhere in this prospectus. We derived the summary historical condensed combined and consolidated statements of operations data of Carlyle Group for the nine months ended September 30, 2011 and 2010 and the summary historical condensed combined and consolidated balance sheet data as of September 30, 2011 from our unaudited condensed combined and consolidated financial statements which are included elsewhere in this prospectus. We derived the summary historical combined and consolidated balance sheet data of Carlyle Group as of December 31, 2008 from our audited combined and consolidated financial statements which are not included in this prospectus. The combined and consolidated financial statements of Carlyle Group have been prepared on substantially the same basis for all historical periods presented; however, the consolidated funds are not the same entities in all periods shown due to changes in U.S. GAAP, changes in fund terms and the creation and termination of funds.

Net income (loss) is determined in accordance with U.S. GAAP for partnerships and is not comparable to net income of a corporation. All distributions and compensation for services rendered by Carlyle's individual partners have been reflected as distributions from equity rather than compensation expense in the historical combined and consolidated financial statements. Our non-GAAP presentation of Economic Net Income and Distributable Earnings reflects, among other adjustments, pro forma compensation expense for compensation to our senior Carlyle professionals, which we have historically accounted for as distributions from equity rather than as employee compensation. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures — Non-GAAP Financial Measures."

The summary historical combined and consolidated financial and other data is not indicative of the expected future operating results of The Carlyle Group L.P. following the Reorganization and the Offering Transactions (as defined below). Prior to this offering, we will complete a series of transactions pursuant to which our business will be reorganized into a holding partnership structure as described in "Organizational Structure." See "Organizational Structure" and "Unaudited Pro Forma Financial Information."

The summary unaudited pro forma consolidated statement of operations data for the year ended December 31, 2010 and the nine months ended September 30, 2011 present our consolidated results of operations giving pro forma effect to the Reorganization and Offering Transactions described under "Organizational Structure," and the other transactions described in "Unaudited Pro Forma Financial Information," as if such transactions had occurred on January 1, 2010. The summary unaudited pro forma consolidated balance sheet data as of September 30, 2011 presents our consolidated financial position giving pro forma effect to the Reorganization and Offering Transactions described under "Organizational Structure," and the other transactions described in "Unaudited Pro Forma Financial Information," as if such transactions had occurred on September 30, 2011. The pro forma adjustments are based on available information and upon

assumptions that our management believes are reasonable in order to reflect, on a pro forma basis, the impact of these transactions on the historical combined and consolidated financial information of Carlyle Group. The unaudited condensed consolidated pro forma financial information is included for informational purposes only and does not purport to reflect the results of operations or financial position of Carlyle Group that would have occurred had the transactions described above occurred on the dates indicated or had we operated as a public company during the periods presented or for any future period or date. The unaudited condensed consolidated pro forma financial information should not be relied upon as being indicative of our results of operations or financial position had the transactions described under “Organizational Structure” and the use of the estimated net proceeds from this offering as described under “Use of Proceeds” occurred on the dates assumed. The unaudited pro forma consolidated financial information also does not project our results of operations or financial position for any future period or date.

	Pro Forma(4) for the Nine Months Ended September 30,	Nine Months Ended September 30,		Pro Forma(4) for Year Ended December 31,	Year Ended December 31,		
	2011	2011	2010	2010	2010	2009	2008
				(Dollars in millions)			
Statement of Operations Data							
Revenues							
Fund management fees	$	$ 683.2	$ 566.2	$	$ 770.3	$ 788.1	$ 811.4
Performance fees							
Realized		870.1	92.4		266.4	11.1	59.3
Unrealized		(133.6)	220.8		1,215.6	485.6	(944.0)
Total performance fees		736.5	313.2		1,482.0	496.7	(884.7)
Investment income (loss)		56.6	43.3		72.6	5.0	(104.9)
Interest and other income		15.6	15.7		21.4	27.3	38.2
Interest and other income of Consolidated Funds		521.6	318.4		452.6	0.7	18.7
Total Revenues		2,013.5	1,256.8		2,798.9	1,317.8	(121.3)
Expenses							
Compensation and benefits		331.7	261.9		429.0	348.4	97.4
General, administrative and other expenses		224.7	105.4		177.2	236.6	245.1
Interest		48.5	13.5		17.8	30.6	46.1
Interest and other expenses of Consolidated Funds		290.0	162.8		233.3	0.7	6.8
Other non-operating expenses		30.0	—		—	—	—
Loss (gain) from early extinguishment of debt, net of related expenses		—	—		2.5	(10.7)	—
Equity issued for affiliate debt financing		—	—		214.0	—	—
Loss on CCC liquidation		—	—		—	—	147.0
Total Expenses		924.9	543.6		1,073.8	605.6	542.4
Other Income (Loss)							
Net investment gains (losses) of Consolidated Funds		(618.2)	173.7		(245.4)	(33.8)	162.5
Income (loss) before provision for income taxes		470.4	886.9		1,479.7	678.4	(501.2)
Provision for income taxes		25.7	14.5		20.3	14.8	12.5
Net income (loss)		444.7	872.4		1,459.4	663.6	(513.7)
Net income (loss) attributable to non-controlling interests in consolidated entities		(473.4)	301.3		(66.2)	(30.5)	94.5
Net income (loss) attributable to Carlyle Group	$	$ 918.1	$ 571.1	$	$ 1,525.6	$ 694.1	$ (608.2)
Other Data							
Economic Net Income (Loss)(1)(2)	$	$ 578.9	$ 368.0	$	$ 1,014.0	$ 416.3	$ (259.6)
Distributable Earnings(1)(3)	$	$ 617.0	$ 207.3	$	$ 342.5	$ 165.3	$ 251.9
Fee-Earning Assets Under Management (at period end)	$	$ 112,646.7	$ 75,572.1	$	$ 80,796.5	$ 75,410.5	$ 76,326.4
Total Assets Under Management (at period end)	$	$ 148,660.6	$ 94,900.9	$	$ 107,511.8	$ 89,831.5	$ 86,339.5

	Pro Forma(4) As of September 30, 2011	As of September 30, 2011	As of December 31, 2010	2009	2008
		(Dollars in millions)			
Balance Sheet Data					
Cash and cash equivalents	$	$ 712.6	$ 616.9	$ 488.1	$ 680.8
Investments and accrued performance fees	$	$ 2,589.9	$ 2,594.3	$ 1,279.2	$ 702.4
Investments of Consolidated Funds(5)	$	$ 20,148.0	$ 11,864.6	$ 163.9	$ 187.0
Total assets	$	$ 25,440.3	$ 17,062.8	$ 2,509.6	$ 2,095.8
Loans payable	$	$ 698.5	$ 597.5	$ 412.2	$ 765.5
Subordinated loan payable to affiliate	$	$ 520.0	$ 494.0	$ —	$ —
Loans payable of Consolidated Funds	$	$ 10,100.8	$ 10,433.5	$ —	$ —
Total liabilities	$	$ 14,056.1	$ 14,170.2	$ 1,796.0	$ 1,733.3
Redeemable non-controlling interests in consolidated entities	$	$ 1,796.8	$ 694.0	$ —	$ —
Total members' equity	$	$ 740.9	$ 895.2	$ 437.5	$ 59.6
Equity appropriated for Consolidated Funds	$	$ 648.8	$ 938.5	$ —	$ —
Non-controlling interests in consolidated entities	$	$ 8,197.7	$ 364.9	$ 276.1	$ 302.9
Total equity	$	$ 9,587.4	$ 2,198.6	$ 713.6	$ 362.5

(1) Under GAAP, we are required to consolidate certain of the investment funds that we advise. However, for segment reporting purposes, we present revenues and expenses on a basis that deconsolidates these investment funds.

(2) ENI, a non-GAAP measure, represents segment net income excluding the impact of income taxes, acquisition-related items including amortization of acquired intangibles and earn-outs, charges associated with equity-based compensation, corporate actions and infrequently occurring or unusual events (e.g., acquisition related costs and gains and losses on mark to market adjustments on contingent consideration, gains and losses from the retirement of our debt, charges associated with lease terminations and employee severance and settlements of legal claims). For discussion about the purposes for which our management uses ENI and the reasons why we believe our presentation of ENI provides useful information to investors regarding our results of operations as well as a reconciliation of Economic Net Income to Income (Loss) Before Provision for Taxes, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures — Non-GAAP Financial Measures — Economic Net Income" and "— Non-GAAP Financial Measures" and Note 14 to our combined and consolidated financial statements appearing elsewhere in this prospectus.

(3) Distributable Earnings, a non-GAAP measure, is a component of ENI representing total ENI less unrealized performance fees and unrealized investment income plus unrealized performance fee compensation expense. For a discussion about the purposes for which our management uses Distributable Earnings and the reasons why we believe our presentation of Distributable Earnings provides useful information to investors regarding our results of operations as well as a reconciliation of Distributable Earnings to Income (Loss) Before Provision for Taxes, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures — Non-GAAP Financial Measures — Distributable Earnings" and — Non-GAAP Financial Measures" and Note 14 to our combined and consolidated financial statements appearing elsewhere in this prospectus.

(4) Refer to "Unaudited Pro Forma Financial Information."

(5) The entities comprising our consolidated funds are not the same entities for all periods presented. Pursuant to revised consolidation guidance that became effective January 1, 2010, we consolidated the existing and any subsequently acquired CLOs where we hold a controlling financial interest. The consolidation of funds during the periods presented generally has the effect of grossing up reported assets, liabilities, and cash flows, and has no effect on net income attributable to Carlyle Group or members' equity.

RISK FACTORS

An investment in our common units involves risks. You should carefully consider the following information about these risks, together with the other information contained in this prospectus, before investing in our common units.

Risks Related to Our Company

Adverse economic and market conditions could negatively impact our business in many ways, including by reducing the value or performance of the investments made by our investment funds, reducing the ability of our investment funds to raise or deploy capital, and impacting our liquidity position, any of which could materially reduce our revenue and cash flow and adversely affect our financial condition.

Our business may be materially affected by conditions in the global financial markets and economic conditions or events throughout the world that are outside of our control, including but not limited to changes in interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws (including laws relating to taxation), trade barriers, commodity prices, currency exchange rates and controls and national and international political circumstances (including wars, terrorist acts or security operations). These factors may affect the level and volatility of securities prices and the liquidity and the value of investments, and we may not be able to or may choose not to manage our exposure to these market conditions and/or other events. In the event of a market downturn, each of our businesses could be affected in different ways.

For example, the unprecedented turmoil in the global financial markets during 2008 and 2009 provoked significant volatility of securities prices, contraction in the availability of credit and the failure of a number of companies, including leading financing institutions, and had a significant material adverse effect on our Corporate Private Equity, Real Assets and Global Market Strategies businesses. During that period, many economies around the world, including the U.S. economy, experienced significant declines in employment, household wealth and lending. In addition, the recent speculation regarding the inability of Greece and certain other European countries to pay their national debt, the response by Eurozone policy makers to mitigate this sovereign debt crisis and the concerns regarding the stability of the Eurozone currency have created uncertainty in the credit markets. As a result, there has been a strain on banks and other financial services participants, which could adversely affect our ability to obtain credit on favorable terms or at all. Those events led to a significantly diminished availability of credit and an increase in the cost of financing. The lack of credit in 2008 and 2009 materially hindered the initiation of new, large-sized transactions for our Corporate Private Equity and Real Assets segments and adversely impacted our operating results in those periods. While the adverse effects of that period have abated to a degree, global financial markets have experienced significant volatility following the downgrade by Standard & Poor's on August 5, 2011 of the long-term credit rating of U.S. Treasury debt from AAA to AA+. The capital market volatility we are currently experiencing that became more pronounced beginning in August 2011 has adversely impacted valuations of a significant number of our funds' investments and fund performance as of and for the three months ended September 30, 2011. There continue to be signs of economic weakness such as relatively high levels of unemployment in major markets including the United States and Europe. Further, financial institutions have not yet provided debt financing in amounts and on the terms commensurate with what they provided prior to 2008.

Our funds may be affected by reduced opportunities to exit and realize value from their investments, by lower than expected returns on investments made prior to the deterioration of the credit markets and by the fact that we may not be able to find suitable investments for the funds to effectively deploy capital, all of which could adversely affect the timing of new funds and our ability to raise new funds. During periods of difficult market conditions or slowdowns (which may be across one or more industries or geographies), our funds' portfolio companies may experience adverse operating performance, decreased revenues, financial losses, difficulty in obtaining access to financing and

increased funding costs. Negative financial results in our funds' portfolio companies may result in lower investment returns for our investment funds, which could materially and adversely affect our ability to raise new funds as well as our operating results and cash flow. During such periods of weakness, our funds' portfolio companies may also have difficulty expanding their businesses and operations or meeting their debt service obligations or other expenses as they become due, including expenses payable to us. Furthermore, such negative market conditions could potentially result in a portfolio company entering bankruptcy proceedings, or in the case of our Real Assets funds, the abandonment or foreclosure of investments, thereby potentially resulting in a complete loss of the fund's investment in such portfolio company or real assets and a significant negative impact to the fund's performance and consequently our operating results and cash flow, as well as to our reputation. In addition, negative market conditions would also increase the risk of default with respect to investments held by our funds that have significant debt investments, such as our Global Market Strategies funds.

Our operating performance may also be adversely affected by our fixed costs and other expenses and the possibility that we would be unable to scale back other costs within a time frame sufficient to match any decreases in revenue relating to changes in market and economic conditions. In order to reduce expenses in the face of a difficult economic environment, we may need to cut back or eliminate the use of certain services or service providers, or terminate the employment of a significant number of our personnel that, in each case, could be important to our business and without which our operating results could be adversely affected.

Finally, during periods of difficult market conditions or slowdowns, our fund investment performance could suffer, resulting in, for example, the payment of less or no carried interest to us. The payment of less or no carried interest could cause our cash flow from operations to significantly decrease, which could materially and adversely affect our liquidity position and the amount of cash we have on hand to conduct our operations. Having less cash on hand could in turn require us to rely on other sources of cash (such as the capital markets which may not be available to us on acceptable terms) to conduct our operations, which include, for example, funding significant general partner and co-investment commitments to our carry funds and fund of funds vehicles. Furthermore, during adverse economic and market conditions, we might not be able to renew all or part of our credit facility or find alternate financing on commercially reasonable terms. As a result, our uses of cash may exceed our sources of cash, thereby potentially affecting our liquidity position.

Changes in the debt financing markets could negatively impact the ability of certain of our funds and their portfolio companies to obtain attractive financing or re-financing for their investments and could increase the cost of such financing if it is obtained, which could lead to lower-yielding investments and potentially decreasing our net income.

Any recurrence of the significant contraction in the market for debt financing that occurred in 2008 and 2009 or other adverse change to us relating to the terms of such debt financing with, for example, higher rates, higher equity requirements and/or more restrictive covenants, particularly in the area of acquisition financings for leveraged buyout and real assets transactions, could have a material adverse impact on our business. In the event that certain of our funds are unable to obtain committed debt financing for potential acquisitions or can only obtain debt at an increased interest rate or on unfavorable terms, certain of our funds may have difficulty completing otherwise profitable acquisitions or may generate profits that are lower than would otherwise be the case, either of which could lead to a decrease in the investment income earned by us. Similarly, our funds' portfolio companies regularly utilize the corporate debt markets in order to obtain financing for their operations. To the extent that the credit markets render such financing difficult to obtain or more expensive, this may negatively impact the operating performance of those portfolio companies and, therefore, the investment returns of our funds. In addition, to the extent that the markets make it difficult or impossible to refinance debt that is maturing in the near term, some of our portfolio companies may be unable to repay such debt at maturity and may be forced to sell assets, undergo a recapitalization or seek bankruptcy protection.

Our revenue, net income and cash flow are variable, which may make it difficult for us to achieve steady earnings growth on a quarterly basis.

Our revenue, net income and cash flow are variable. For example, our cash flow fluctuates due to the fact that we receive carried interest from our carry funds and fund of funds vehicles only when investments are realized and achieve a certain preferred return. In addition, transaction fees received by our carry funds can vary from quarter to quarter. We may also experience fluctuations in our results, including our revenue and net income, from quarter to quarter due to a number of other factors, including changes in the carrying values and performance of our funds' investments that can result in significant volatility in the carried interest that we have accrued (or as to which we have reversed prior accruals) from period to period, as well as changes in the amount of distributions, dividends or interest paid in respect of investments, changes in our operating expenses, the degree to which we encounter competition and general economic and market conditions. For instance, during the most recent economic downturn, we recorded significant reductions in the carrying values of many of the investments of the investment funds we advise. The carrying value of fund investments may be more variable during times of market volatility. Such variability in the timing and amount of our accruals and realizations of carried interest and transaction fees may lead to volatility in the trading price of our common units and cause our results and cash flow for a particular period not to be indicative of our performance in a future period. We may not achieve steady growth in net income and cash flow on a quarterly basis, which could in turn lead to adverse movements in the price of our common units or increased volatility in our common unit price generally. The timing and receipt of carried interest also varies with the life cycle of our carry funds. For instance, the significant distributions made by our carry funds during 2010 and the nine months ended September 30, 2011 were partly a function of the relatively large portion of our AUM attributable to carry funds and investments that were in their "harvesting" period during such time, as opposed to the fundraising or investment periods which precede harvesting. During periods in which a significant portion of our AUM is attributable to carry funds and fund of funds vehicles or their investments that are not in their harvesting periods, as has been the case from time to time, we may receive substantially lower distributions. Moreover, even if an investment proves to be profitable, it may be several years before any profits can be realized in cash (or other proceeds). We cannot predict precisely when, or if, realizations of investments will occur. For example, for an extended period beginning the latter half of 2007, the global credit crisis made it difficult for potential purchasers to secure financing to purchase companies in our investment funds' portfolio, which limited the number of potential realization events. A downturn in the equity markets also makes it more difficult to exit investments by selling equity securities. If we were to have a realization event in a particular quarter, the event may have a significant impact on our quarterly results and cash flow for that particular quarter which may not be replicated in subsequent quarters.

We recognize revenue on investments in our investment funds based on our allocable share of realized and unrealized gains (or losses) reported by such investment funds, and a decline in realized or unrealized gains, or an increase in realized or unrealized losses, would adversely affect our revenue, which could further increase the volatility of our quarterly results and cash flow. Because our carry funds and fund of funds vehicles have preferred investor return thresholds that need to be met prior to us receiving any carried interest, declines in, or failures to increase sufficiently the carrying value of, the investment portfolios of a carry fund or fund of funds vehicle may delay or eliminate any carried interest distributions paid to us in respect of that fund or vehicle, since the value of the assets in the fund or vehicle would need to recover to their aggregate cost basis plus the preferred return over time before we would be entitled to receive any carried interest from that fund or vehicle.

With respect to certain of the investment funds and vehicles that we advise, we are entitled to incentive fees that are paid annually, semi-annually or quarterly if the net asset value of a fund has increased. These funds also have "high-water mark" provisions whereby if the funds have

experienced losses in prior periods, we will not be able to earn incentive fees with respect to an investor's account until the net asset value of the investor's account exceeds the highest period end value on which incentive fees were previously paid. The incentive fees we earn are therefore dependent on the net asset value of these funds or vehicles, which could lead to volatility in our quarterly results and cash flow.

Our fee revenue may also depend on the pace of investment activity in our funds. In many of our carry funds, the base management fee may be reduced when the fund has invested substantially all of its capital commitments. We may receive a lower management fee from such funds after the investing period and during the period the fund is harvesting its investments. As a result, the variable pace at which many of our carry funds invest capital may cause our management fee revenue to vary from one quarter to the next. For example, the investment periods for many of the large carry funds that we raised during the particularly productive period from 2007 to early 2008 are, unless extended, scheduled to expire beginning in 2012, which will result in step-downs in the applicable management fee rates for certain of these funds. Our management fee revenues will be reduced by these step-downs in management fee rates, as well as by any adverse impact on fee-earning AUM resulting from successful realization activity in our carry funds. Our failure to successfully replace and grow fee-earning AUM through the integration of recent acquisitions and anticipated new fundraising initiatives could have an adverse effect on our management fee revenue.

We depend on our founders and other key personnel, and the loss of their services or investor confidence in such personnel could have a material adverse effect on our business, results of operations and financial condition.

We depend on the efforts, skill, reputations and business contacts of our senior Carlyle professionals, including our founders, Messrs. Conway, D'Aniello and Rubenstein, and other key personnel, including members of our management committee, operating committee, the investment committees of our investment funds and senior investment teams, the information and deal flow they and others generate during the normal course of their activities and the synergies among the diverse fields of expertise and knowledge held by our professionals. Accordingly, our success will depend on the continued service of these individuals. Our founders currently have no immediate plans to cease providing services to our firm, but our founders and other key personnel are not obligated to remain employed with us. In addition, a portion of the Carlyle Holdings partnership units that certain of our key personnel will receive in the reorganization, as described in "Organizational Structure," will be fully vested upon issuance. Several key personnel have left the firm in the past and others may do so in the future, and we cannot predict the impact that the departure of any key personnel will have on our ability to achieve our investment objectives. The loss of the services of any of them could have a material adverse effect on our revenues, net income and cash flow and could harm our ability to maintain or grow AUM in existing funds or raise additional funds in the future. Under the provisions of the partnership agreements governing most of our carry funds, the departure of various key Carlyle personnel could, under certain circumstances, relieve fund investors of their capital commitments to those funds, if such an event is not cured to the satisfaction of the relevant fund investors within a certain amount of time. We have historically relied in part on the interests of these professionals in the investment funds' carried interest and incentive fees to discourage them from leaving the firm. However, to the extent our investment funds perform poorly, thereby reducing the potential for carried interest and incentive fees, their interests in carried interest and incentive fees become less valuable to them and may become a less effective retention tool.

Our senior Carlyle professionals and other key personnel possess substantial experience and expertise and have strong business relationships with investors in our funds and other members of the business community. As a result, the loss of these personnel could jeopardize our relationships with investors in our funds and members of the business community and result in the reduction of

AUM or fewer investment opportunities. For example, if any of our senior Carlyle professionals were to join or form a competing firm, that could have a material adverse effect on our business, results of operations and financial condition.

Recruiting and retaining professionals may be more difficult in the future, which could adversely affect our business, results of operations and financial condition.

Our most important asset is our people, and our continued success is highly dependent upon the efforts of our senior and other professionals. Our future success and growth depends to a substantial degree on our ability to retain and motivate our senior Carlyle professionals and other key personnel and to strategically recruit, retain and motivate new talented personnel, including new senior Carlyle professionals. However, we may not be successful in our efforts to recruit, retain and motivate the required personnel as the market for qualified investment professionals is extremely competitive.

Following this offering, we may not be able to provide future senior Carlyle professionals with equity interests in our business to the same extent or with the same economic and tax consequences as those from which our existing senior Carlyle professionals previously benefited. For example, following this offering, our investment professionals and other employees are expected to be incentivized by the receipt of partnership units in Carlyle Holdings, deferred restricted units granted pursuant to our equity plans, participation interests in carried interest and bonus compensation. The portion of their economic incentives comprising Carlyle Holdings partnership units and grants of restricted units will be greater after the offering than before the offering, and these incentives have different economic and tax characteristics than the blend of financial incentives we used before the offering.

If legislation were to be enacted by the U.S. Congress or any state or local governments to treat carried interest as ordinary income rather than as capital gain for tax purposes, such legislation would materially increase the amount of taxes that we and possibly our unitholders would be required to pay, thereby adversely affecting our ability to recruit, retain and motivate our current and future professionals. See "— Risks Related to U.S. Taxation— Our structure involves complex provisions of U.S. federal income tax law for which no clear precedent or authority may be available. Our structure also is subject to potential legislative, judicial or administrative change and differing interpretations, possibly on a retroactive basis" and "— Although not enacted, the U.S. Congress has considered legislation that would have: (i) in some cases after a ten-year transition period, precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations; and (ii) taxed certain income and gains at increased rates. If any similar legislation were to be enacted and apply to us, the after tax income and gain related to our business, as well as our distributions to you and the market price of our common units, could be reduced." Moreover, the value of the common units we may issue our senior Carlyle professionals at any given time may subsequently fall (as reflected in the market price of our common units), which could counteract the intended incentives.

As a result of the foregoing, in order to recruit and retain existing and future senior Carlyle professionals and other key personnel, we may need to increase the level of compensation that we pay to them. Accordingly, as we promote or hire new senior Carlyle professionals and other key personnel over time or attempt to retain the services of certain of our key personnel, we may increase the level of compensation we pay to these individuals, which could cause our total employee compensation and benefits expense as a percentage of our total revenue to increase and adversely affect our profitability. The issuance of equity interests in our business in the future to our senior Carlyle professionals and other personnel would also dilute public common unitholders.

We strive to maintain a work environment that reinforces our culture of collaboration, motivation and alignment of interests with investors. If we do not continue to develop and implement the right processes and tools to manage our changing enterprise and maintain this

culture, our ability to compete successfully and achieve our business objectives could be impaired, which could negatively impact our business, results of operations and financial condition.

Given the priority we afford the interests of our fund investors and our focus on achieving superior investment performance, we may reduce our AUM, restrain its growth, reduce our fees or otherwise alter the terms under which we do business when we deem it in the best interest of our fund investors — even in circumstances where such actions might be contrary to the interests of unitholders.

In pursuing the interests of our fund investors, we may take actions that could reduce the profits we could otherwise realize in the short term. While we believe that our commitment to our fund investors and our discipline in this regard is in the long-term interest of us and our common unitholders, our common unitholders should understand this approach may have an adverse impact on our short-term profitability, and there is no guarantee that it will be beneficial in the long term. One of the means by which we seek to achieve superior investment performance in each of our strategies might include limiting the AUM in our strategies to an amount that we believe can be invested appropriately in accordance with our investment philosophy and current or anticipated economic and market conditions. For instance, in 2009 we released JPY 50 billion ($542 million) of co-investment commitments associated with our second Japan buyout fund (CJP II) in exchange for an extension of the fund's investment period. In prioritizing the interests of our fund investors, we may also take other actions that could adversely impact our short-term results of operations when we deem such action appropriate. For example, in 2009, we decided to shut down one of our Real Assets funds and guaranteed to reimburse investors of the fund for capital contributions made for investments and fees to the extent investment proceeds did not cover such amounts. Additionally, we may voluntarily reduce management fee rates and terms for certain of our funds or strategies when we deem it appropriate, even when doing so may reduce our short-term revenue. For example, in 2009, we voluntarily increased the transaction fee rebate for our latest U.S. buyout fund (CP V) and our latest European buyout fund (CEP III) from 65% to 80%, and voluntarily reduced CEP III management fees by 20% for the years 2011 and 2012. We have also waived management fees on certain leveraged finance vehicles at various times to improve returns.

We may not be successful in expanding into new investment strategies, markets and businesses, which could adversely affect our business, results of operations and financial condition.

Our growth strategy is based, in part, on the expansion of our platform through selective investment in, and development or acquisition of, alternative asset management businesses or other businesses complementary to our business. This strategy can range from smaller-sized lift-outs of investment teams to strategic alliances or acquisitions. This growth strategy involves a number of risks, including the risk that the expected synergies from an acquisition or strategic alliance will not be realized, that the expected results will not be achieved or that the investment process, controls and procedures that we have developed around our existing platform will prove insufficient or inadequate in the new investment strategy. We may also incur significant charges in connection with such acquisitions and investments and they may also potentially result in significant losses and costs. For instance, in 2007, we made an investment in a multi-strategy hedge fund joint venture, which we liquidated at a significant loss in 2008 amid deteriorating market conditions and global financial turmoil. Similarly, in 2006, we established an investment fund, which invested primarily in U.S. agency mortgage-backed securities. Beginning in March 2008, there was an unprecedented deterioration in the market for U.S. agency mortgage backed securities and the fund was forced to enter liquidation, resulting in a recorded loss for us of approximately $152 million. Such losses could adversely impact our business, results of operations and financial condition, as well as do harm to our professional reputation.

The success of our growth strategy will depend on, among other things:

- the availability of suitable opportunities;

- the level of competition from other companies that may have greater financial resources;
- our ability to value potential development or acquisition opportunities accurately and negotiate acceptable terms for those opportunities;
- our ability to obtain requisite approvals and licenses from the relevant governmental authorities and to comply with applicable laws and regulations without incurring undue costs and delays; and
- our ability to successfully negotiate and enter into beneficial arrangements with our counterparties.

Moreover, even if we are able to identify and successfully negotiate and complete an acquisition, these types of transactions can be complex and we may encounter unexpected difficulties or incur unexpected costs including:

- the diversion of management's attention to integration matters;
- difficulties and costs associated with the integration of operations and systems;
- difficulties and costs associated with the assimilation of employees; and
- the risk that a change in ownership will negatively impact the relationship between an acquiree and the investors in its investment vehicles.

Each transaction may also present additional unique challenges. For example, our investment in AlpInvest faces the risk that the other asset managers in whose funds AlpInvest invests may no longer be willing to provide AlpInvest with investment opportunities as favorable as in the past, if at all.

Our organizational documents do not limit our ability to enter into new lines of business, and we may, from time to time, expand into new investment strategies, geographic markets and businesses, each of which may result in additional risks and uncertainties in our businesses.

We intend, to the extent that market conditions warrant, to seek to grow our businesses and expand into new investment strategies, geographic markets and businesses. Moreover, our organizational documents do not limit us to the asset management business. To the extent that we make strategic investments or acquisitions in new geographic markets or businesses, undertake other related strategic initiatives or enter into a new line of business, we may face numerous risks and uncertainties, including risks associated with the following:

- the required investment of capital and other resources;
- the possibility that we have insufficient expertise to engage in such activities profitably or without incurring inappropriate amounts of risk;
- the combination or integration of operational and management systems and controls; and
- the broadening of our geographic footprint, including the risks associated with conducting operations in certain foreign jurisdictions where we currently have no presence.

Further, entry into certain lines of business may subject us to new laws and regulations with which we are not familiar or from which we are currently exempt, and may lead to increased litigation and regulatory risk. If a new business generates insufficient revenue or if we are unable to efficiently manage our expanded operations, our results of operations may be adversely affected.

Our strategic initiatives may include joint ventures, which may subject us to additional risks and uncertainties in that we may be dependent upon, and subject to liability, losses or reputational damage relating to, systems, controls and personnel that are not under our control. We currently participate in several joint ventures and may elect to participate in additional joint venture opportunities in the future if we believe that operating in such a structure is in our best interests.

There can be no assurances that our current joint ventures will continue in their current form, or at all, in the future or that we will be able to identify acceptable joint venture partners in the future or that our participation in any additional joint venture opportunities will be successful.

Although not enacted, the U.S. Congress has considered legislation that would have: (i) in some cases after a ten-year transition period, precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations; and (ii) taxed certain income and gains at increased rates. If any similar legislation were to be enacted and apply to us, the after tax income and gain related to our business, as well as our distributions to you and the market price of our common units, could be reduced.

Over the past several years, a number of legislative and administrative proposals have been introduced and, in certain cases, have been passed by the U.S. House of Representatives. In May 2010, the U.S. House of Representatives in passed legislation that would have, in general, treated income and gains now treated as capital gains, including gain on disposition of interests, attributable to an investment services partnership interest ("ISPI") as income subject to a new blended tax rate that is higher than the capital gains rate applicable to such income under current law, except to the extent such ISPI would have been considered under the legislation to be a qualified capital interest. Your interest in us, our interest in Carlyle Holdings II L.P. and the interests that Carlyle Holdings II L.P. holds in entities that are entitled to receive carried interest may have been classified as ISPIs for purposes of this legislation. The U.S. Senate considered but did not pass similar legislation. Recently, on January 18, 2012, Representative Levin announced plans to introduce similar legislation that would tax carried interest at ordinary income rates. It is unclear when or whether the U.S. Congress will reconsider similar legislation or what provisions will be included in any legislation, if enacted.

The May 2010 House bill provided that, for taxable years beginning 10 years after the date of enactment, income derived with respect to an ISPI that is not a qualified capital interest and that is subject to the rules discussed above would not meet the qualifying income requirements under the publicly traded partnership rules. Therefore, if similar legislation is enacted, following such ten-year period, we would be precluded from qualifying as a partnership for U.S. federal income tax purposes or be required to hold all such ISPIs through corporations, possibly U.S. corporations. If we were taxed as a U.S. corporation or required to hold all ISPIs through corporations, our effective tax rate would increase significantly. The federal statutory rate for corporations is currently 35%. In addition, we could be subject to increased state and local taxes. Furthermore, you could be subject to tax on our conversion into a corporation or any restructuring required in order for us to hold our ISPIs through a corporation.

On September 12, 2011, the Obama administration submitted similar legislation to Congress in the American Jobs Act that would tax income and gain, now treated as capital gains, including gain on disposition of interests, attributable to an ISPI at rates higher than the capital gains rate applicable to such income under current law, with an exception for certain qualified capital interests. The proposed legislation would also characterize certain income and gain in respect of ISPIs as non-qualifying income under the publicly traded partnership rules after a ten-year transition period from the effective date, with an exception for certain qualified capital interests. This proposed legislation follows several prior statements by the Obama administration in support of changing the taxation of carried interest. Furthermore, in its published revenue proposal for 2012, the Obama administration proposed that current law regarding the treatment of carried interest be changed to subject such income to ordinary income tax (which is taxed at a higher rate than the proposed blended tax rate under the House legislation). The Obama administration's published revenue proposals for 2010 and 2011 contained similar proposals.

States and other jurisdictions have also considered legislation to increase taxes with respect to carried interest. For example, New York considered legislation under which you, even if a non-resident, could be subject to New York state income tax on income in respect of our common units

as a result of certain activities of our affiliates in New York. This legislation would have been retroactive to January 1, 2010. It is unclear when or whether similar legislation will be enacted. In addition, states and other jurisdictions have considered legislation to increase taxes involving other aspects of our structure. In addition, states and other jurisdictions have considered legislation which could increase taxes imposed on our income and gain. For example, the District of Columbia has passed legislation that could expand the portion of our income that could be subject to District of Columbia income tax. This provision is effective as of January 1, 2011.

We will expend significant financial and other resources to comply with the requirements of being a public entity.

As a public entity, we will be subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and requirements of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"). These requirements may place a strain on our systems and resources. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition. The Sarbanes-Oxley Act requires that we maintain effective disclosure controls and procedures and internal controls over financial reporting, which is discussed below. See "— Our internal controls over financial reporting do not currently meet all of the standards contemplated by Section 404 of the Sarbanes-Oxley Act, and failure to achieve and maintain effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act could have a material adverse effect on our business and common unit price." In order to maintain and improve the effectiveness of our disclosure controls and procedures, significant resources and management oversight will be required. We will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. These activities may divert management's attention from other business concerns, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. We expect to incur significant additional annual expenses related to these steps and, among other things, additional directors and officers' liability insurance, director fees, reporting requirements of the Securities and Exchange Commission (the "SEC"), transfer agent fees, hiring additional accounting, legal and administrative personnel, increased auditing and legal fees and similar expenses.

Our internal controls over financial reporting do not currently meet all of the standards contemplated by Section 404 of the Sarbanes-Oxley Act, and failure to achieve and maintain effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act could have a material adverse effect on our business and common unit price.

We have not previously been required to comply with the requirements of the Sarbanes-Oxley Act, including the internal control evaluation and certification requirements of Section 404 of that statute ("Section 404"), and we will not be required to comply with all of those requirements until we have been subject to the reporting requirements of the Exchange Act for a specified period of time. Accordingly, our internal controls over financial reporting do not currently meet all of the standards contemplated by Section 404 that we will eventually be required to meet. We are in the process of addressing our internal controls over financial reporting and are establishing formal policies, processes and practices related to financial reporting and to the identification of key financial reporting risks, assessment of their potential impact and linkage of those risks to specific areas and activities within our organization.

Additionally, we have begun the process of documenting our internal control procedures to satisfy the requirements of Section 404, which requires annual management assessments of the effectiveness of our internal controls over financial reporting and a report by our independent registered public accounting firm addressing these assessments. Because we do not currently have comprehensive documentation of our internal controls and have not yet tested our internal controls in accordance with Section 404, we cannot conclude in accordance with Section 404 that we do not

have a material weakness in our internal controls or a combination of significant deficiencies that could result in the conclusion that we have a material weakness in our internal controls. As a public entity, we will be required to complete our initial assessment in a timely manner. If we are not able to implement the requirements of Section 404 in a timely manner or with adequate compliance, our operations, financial reporting or financial results could be adversely affected, and our independent registered public accounting firm may not be able to certify as to the adequacy of our internal controls over financial reporting. Matters impacting our internal controls may cause us to be unable to report our financial information on a timely basis and thereby subject us to adverse regulatory consequences, including sanctions by the SEC or violations of applicable stock exchange listing rules, and result in a breach of the covenants under the agreements governing any of our financing arrangements. There could also be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in the reliability of our financial statements could also suffer if our independent registered public accounting firm were to report a material weakness in our internal controls over financial reporting. This could materially adversely affect us and lead to a decline in our common unit price.

Operational risks may disrupt our businesses, result in losses or limit our growth.

We rely heavily on our financial, accounting, information and other data processing systems. If any of these systems do not operate properly or are disabled or if there is any unauthorized disclosure of data, whether as a result of tampering, a breach of our network security systems, a cyber incident or attack or otherwise, we could suffer substantial financial loss, increased costs, a disruption of our businesses, liability to our funds and fund investors regulatory intervention or reputational damage. In addition, we operate in businesses that are highly dependent on information systems and technology. Our information systems and technology may not continue to be able to accommodate our growth, and the cost of maintaining such systems may increase from its current level. Such a failure to accommodate growth, or an increase in costs related to such information systems, could have a material adverse effect on us.

Furthermore, we depend on our headquarters in Washington, D.C., where most of our administrative and operations personnel are located, and our office in Arlington, Virginia, which houses our treasury and finance functions, for the continued operation of our business. A disaster or a disruption in the infrastructure that supports our businesses, including a disruption involving electronic communications or other services used by us or third parties with whom we conduct business, or directly affecting our headquarters, could have a material adverse impact on our ability to continue to operate our business without interruption. Our disaster recovery programs may not be sufficient to mitigate the harm that may result from such a disaster or disruption. In addition, insurance and other safeguards might only partially reimburse us for our losses, if at all.

In addition, sustaining our growth will also require us to commit additional management, operational and financial resources to identify new professionals to join our firm and to maintain appropriate operational and financial systems to adequately support expansion. Due to the fact that the market for hiring talented professionals is competitive, we may not be able to grow at the pace we desire.

Extensive regulation in the United States and abroad affects our activities and creates the potential for significant liabilities and penalties.

Our business is subject to extensive regulation, including periodic examinations, by governmental agencies and self-regulatory organizations in the jurisdictions in which we operate around the world. Many of these regulators are empowered to conduct investigations and administrative proceedings that can result in fines, suspensions of personnel or other sanctions, including censure, the issuance of cease-and-desist orders or the suspension or expulsion of a broker-dealer or investment adviser from registration or memberships. Even if an investigation or proceeding does not result in a sanction or the sanction imposed against us or our personnel by a

regulator were small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of these sanctions could harm our reputation and cause us to lose existing fund investors or fail to gain new investors or discourage others from doing business with us. Some of our investment funds invest in businesses that operate in highly regulated industries, including in businesses that are regulated by the U.S. Federal Communications Commission and U.S. federal and state banking authorities. The regulatory regimes to which such businesses are subject may, among other things, condition our funds' ability to invest in those businesses upon the satisfaction of applicable ownership restrictions or qualification requirements. Moreover, our failure to obtain or maintain any regulatory approvals necessary for our funds to invest in such industries may disqualify our funds from participating in certain investments or require our funds to divest themselves of certain assets. In addition, we regularly rely on exemptions from various requirements of the Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, the Investment Company Act of 1940, as amended (the "1940 Act"), and the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), in conducting our asset management activities in the United States. Similarly, in conducting our asset management activities outside the United States, we rely on available exemptions from the regulatory regimes of various foreign jurisdictions. These exemptions from regulation within the United States and abroad are sometimes highly complex and may in certain circumstances depend on compliance by third parties whom we do not control. If for any reason these exemptions were to become unavailable to us, we could become subject to regulatory action or third-party claims and our business could be materially and adversely affected. Moreover, the requirements imposed by our regulators are designed primarily to ensure the integrity of the financial markets and to protect investors in our funds and are not designed to protect our common unitholders. Consequently, these regulations often serve to limit our activities and impose burdensome compliance requirements. See "Business — Regulatory and Compliance Matters."

We may become subject to additional regulatory and compliance burdens as we expand our product offerings and investment platform. For example, if we were to sponsor a registered investment company under the 1940 Act, such registered investment company and our subsidiary that serves as its investment adviser would be subject to the 1940 Act and the rules thereunder, which, among other things, regulate the relationship between a registered investment company and its investment adviser and prohibit or severely restrict principal transactions and joint transactions. This could increase our compliance costs and create the potential for additional liabilities and penalties.

Regulatory changes in the United States could adversely affect our business and the possibility of increased regulatory focus could result in additional burdens and expenses on our business.

As a result of the financial crisis and highly publicized financial scandals, investors have exhibited concerns over the integrity of the U.S. financial markets and the domestic regulatory environment in which we operate in the United States. There has been an active debate over the appropriate extent of regulation and oversight of private investment funds and their managers. We may be adversely affected as a result of new or revised legislation or regulations imposed by the SEC or other U.S. governmental regulatory authorities or self-regulatory organizations that supervise the financial markets. We also may be adversely affected by changes in the interpretation or enforcement of existing laws and rules by these governmental authorities and self-regulatory organizations. Regulatory focus on our industry is likely to intensify if, as has happened from time to time, the alternative asset management industry falls into disfavor in popular opinion or with state and federal legislators, as the result of negative publicity or otherwise.

On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"), which imposes significant new regulations on almost every aspect of the U.S. financial services industry, including aspects of our business. Among

other things, the Dodd-Frank Act includes the following provisions, which could have an adverse impact on our ability to conduct our business:

- The Dodd-Frank Act establishes the Financial Stability Oversight Council (the "FSOC"), a federal agency acting as the financial system's systemic risk regulator with the authority to review the activities of nonbank financial companies predominantly engaged in financial activities that are designated as "systemically important." Such designation is applicable to companies where material financial distress could pose risk to the financial stability of the United States or if the nature, scope, size, scale, concentration, interconnectedness or mix of their activities could pose a threat to U.S. financial stability. On October 11, 2011, the FSOC issued a proposed rule and interpretive guidance regarding the process by which it will designate nonbank financial companies as systemically important. The regulation details a three-stage process, with the level of scrutiny increasing at each stage. During Stage 1, the FSOC will apply a broad set of uniform quantitative metrics to screen out financial companies that do not warrant additional review. The FSOC will consider whether a company has at least $50 billion in total consolidated assets and whether it meets other thresholds relating to credit default swaps outstanding, derivative liabilities, loans and bonds outstanding, a minimum leverage ratio of total consolidated assets to total equity of 15 to 1, and a short-term debt ratio of debt (with maturities less than 12 months) to total consolidated assets of 10%. A company that meets both the asset test and one of the other thresholds will be subject to additional review. Although it is unlikely that we would be designated as systemically important under the process outlined in the proposed rule, the designation criteria could evolve over time. If the FSOC were to determine that we were a systemically important nonbank financial company, we would be subject to a heightened degree of regulation, which could include a requirement to adopt heightened standards relating to capital, leverage, liquidity, risk management, credit exposure reporting and concentration limits, restrictions on acquisitions and being subject to annual stress tests by the Federal Reserve.
- The Dodd-Frank Act, under what has become known as the "Volcker Rule," generally prohibits depository institution holding companies (including foreign banks with U.S. branches and insurance companies with U.S. depository institution subsidiaries), insured depository institutions and subsidiaries and affiliates of such entities from investing in or sponsoring private equity funds or hedge funds. The Volcker Rule will become effective on July 21, 2012 and is subject to certain transition periods and exceptions for certain "permitted activities" that would enable certain institutions subject to the Volcker Rule to continue investing in private equity funds under certain conditions. Although we do not currently anticipate that the Volcker Rule will adversely affect our fundraising to any significant extent, there is uncertainty regarding the implementation of the Volcker Rule and its practical implications and there could be adverse implications on our ability to raise funds from the types of entities mentioned above as a result of this prohibition. On October 11, 2011, the Federal Reserve and other federal regulatory agencies issued a proposed rule implementing the Volcker Rule.
- The Dodd-Frank Act requires many private equity and hedge fund advisers to register with the SEC under the Advisers Act, to maintain extensive records and to file reports with information that the regulators identify as necessary for monitoring systemic risk. Although a Carlyle subsidiary has been registered as an investment adviser for 15 years, the Dodd-Frank Act will affect our business and operations, including increasing regulatory costs, imposing additional burdens on our staff and potentially requiring the disclosure of sensitive information.
- The Dodd-Frank Act authorizes federal regulatory agencies to review and, in certain cases, prohibit compensation arrangements at financial institutions that give employees incentives to engage in conduct deemed to encourage inappropriate risk taking by covered financial institutions. Such restrictions could limit our ability to recruit and retain investment professionals and senior management executives.

- The Dodd-Frank Act requires public companies to adopt and disclose policies requiring, in the event the company is required to issue an accounting restatement, the clawback of related incentive compensation from current and former executive officers.
- The Dodd-Frank Act amends the Exchange Act to compensate and protect whistleblowers who voluntarily provide original information to the SEC and establishes a fund to be used to pay whistleblowers who will be entitled to receive a payment equal to between 10% and 30% of certain monetary sanctions imposed in a successful government action resulting from the information provided by the whistleblower.

Many of these provisions are subject to further rulemaking and to the discretion of regulatory bodies, such as the FSOC.

In June 2010, the SEC approved Rule 206(4)-5 under the Advisers Act regarding "pay to play" practices by investment advisers involving campaign contributions and other payments to government clients and elected officials able to exert influence on such clients. The rule prohibits investment advisers from providing advisory services for compensation to a government client for two years, subject to very limited exceptions, after the investment adviser, its senior executives or its personnel involved in soliciting investments from government entities make contributions to certain candidates and officials in position to influence the hiring of an investment adviser by such government client. Advisers are required to implement compliance policies designed, among other matters, to track contributions by certain of the adviser's employees and engagement of third parties that solicit government entities and to keep certain records in order to enable the SEC to determine compliance with the rule. Any failure on our part to comply with the rule could expose us to significant penalties and reputational damage. In addition, there have been similar rules on a state-level regarding "pay to play" practices by investment advisers. For example, in May 2009, we reached resolution with the Office of the Attorney General of the State of New York (the "NYAG") regarding its inquiry into the use of placement agents by various asset managers, including Carlyle, to solicit New York public pension funds for private equity and hedge fund investment commitments. We made a $20 million payment to New York State as part of this resolution in November 2009 and agreed to adopt the NYAG's Code of Conduct.

In September 2010, California enacted legislation, which became effective in January 2011, requiring placement agents who solicit funds from the California state retirement systems, such as CalPERS and the California State Teachers' Retirement System, to register as lobbyists. In addition to increased reporting requirements, the legislation prohibits placement agents from receiving contingent compensation for soliciting investments from California state retirement systems. New York City has enacted similar measures, which became effective on January 1, 2011, that require asset management firms and their employees that solicit investments from New York City's five public pension systems to register as lobbyists. Like the California legislation, the New York City measures impose significant compliance obligations on registered lobbyists and their employers, including annual registration fees, periodic disclosure reports and internal recordkeeping, and also prohibit the acceptance of contingent fees. Moreover, other states or municipalities may consider similar legislation as that enacted in California and New York City or adopt regulations or procedures with similar effect. These types of measures could materially and adversely impact our business.

It is impossible to determine the extent of the impact on us of the Dodd-Frank Act or any other new laws, regulations or initiatives that may be proposed or whether any of the proposals will become law. Any changes in the regulatory framework applicable to our business, including the changes described above, may impose additional costs on us, require the attention of our senior management or result in limitations on the manner in which we conduct our business. Moreover, as calls for additional regulation have increased, there may be a related increase in regulatory investigations of the trading and other investment activities of alternative asset management funds, including our funds. Compliance with any new laws or regulations could make compliance more

difficult and expensive, affect the manner in which we conduct our business and adversely affect our profitability.

Recent regulatory changes in jurisdictions outside the United States could adversely affect our business.

Similar to the environment in the United States, the current environment in jurisdictions outside the United States in which we operate, in particular Europe, has become subject to further regulation. Governmental regulators and other authorities in Europe have proposed or implemented a number of initiatives and additional rules and regulations that could adversely affect our business.

In October 2010, the EU Council of Ministers adopted a directive to amend the revised Capital Requirements Directive ("CRD III"), which, among other things, requires European Union ("EU") member states to introduce stricter control on remuneration of key employees and risk takers within specific credit institutions and investment firms. The Financial Services Authority (the "FSA") has implemented CRD III by amending its remuneration code although the extent of the regulatory impact will differ depending on a firm's size and the nature of its activities.

In addition, in November 2010, the European Parliament voted to approve the EU Directive on Alternative Investment Fund Managers (the "EU Directive"), which establishes a new EU regulatory regime for alternative investment fund managers, including private equity and hedge fund managers. The EU Directive generally applies to managers with a registered office in the EU (or managing an EU-based fund vehicle), as well as non-EU-based managers that market securities of alternative investment funds in the European Union. In general, the EU Directive will have a staged implementation over a period of years beginning in mid-2013 for EU-based managers (or EU-based funds) and no later than 2018 for non-EU-based managers marketing non-EU-based funds into the European Union. Compliance with the EU Directive will subject us to a number of additional requirements, including rules relating to the remuneration of certain personnel (principally adopting the provisions of CRD III referred to above), certain capital requirements for alternative investment fund managers, leverage oversight for each investment fund, liquidity management and retention of depositories for each investment fund. Compliance with the requirements of the EU Directive will impose additional compliance expense for us and could reduce our operating flexibility and fund raising opportunities.

In December 2011, China's National Development and Reform Commission issued a new circular regulating the activities of private equity funds established in China. The circular includes new rules relating to the establishment, fundraising and investment scope of such funds; risk control mechanisms; basic responsibilities and duties of fund managers; information disclosure systems; and record filing. Compliance with these requirements may impose additional expense, affect the manner in which we conduct our business and adversely affect our profitability.

Our investment businesses are subject to the risk that similar measures might be introduced in other countries in which our funds currently have investments or plan to invest in the future, or that other legislative or regulatory measures that negatively affect their respective portfolio investments might be promulgated in any of the countries in which they invest. The reporting related to such initiatives may divert the attention of our personnel and the management teams of our portfolio companies. Moreover, sensitive business information relating to us or our portfolio companies could be publicly released.

See "Risks Related to Our Business Operations — Our funds make investments in companies that are based outside of the United States, which may expose us to additional risks not typically associated with investments in companies that are based in the United States" and "Business — Regulatory and Compliance Matters" for more information.

We are subject to substantial litigation risks and may face significant liabilities and damage to our professional reputation as a result of litigation allegations and negative publicity.

The investment decisions we make in our asset management business and the activities of our investment professionals on behalf of portfolio companies of our carry funds may subject them and us to the risk of third-party litigation arising from investor dissatisfaction with the performance of those investment funds, the activities of our portfolio companies and a variety of other litigation claims and regulatory inquiries and actions. From time to time we and our portfolio companies have been and may be subject to regulatory actions and shareholder class action suits relating to transactions in which we have agreed to acquire public companies.

For example, on February 14, 2008, a private class action lawsuit challenging "club" bids and other alleged anti-competitive business practices was filed in the U.S. District Court for the District of Massachusetts. The complaint alleges, among other things, that certain private equity firms, including Carlyle, violated Section 1 of the Sherman Antitrust Act of 1890 (the "Sherman Act") by forming multi-sponsor consortiums for the purpose of bidding collectively in corporate buyout auctions in certain going private transactions, which the plaintiffs allege constitutes a "conspiracy in restraint of trade." It is difficult to determine what impact, if any, this litigation (and any future related litigation), together with any increased governmental scrutiny or regulatory initiatives, will have on the private equity industry generally or on us and our funds specifically. As a result, the foregoing could have an adverse impact on us or otherwise impede our ability to effectively achieve our asset management objectives. See "Business — Legal Proceedings" for more information on this and other proceedings.

In addition, to the extent that investors in our investment funds suffer losses resulting from fraud, gross negligence, willful misconduct or other similar misconduct, investors may have remedies against us, our investment funds, our principals or our affiliates under the federal securities laws and/or state law. While the general partners and investment advisers to our investment funds, including their directors, officers, other employees and affiliates, are generally indemnified with respect to their conduct in connection with the management of the business and affairs of our private equity funds, such indemnity generally does not extend to actions determined to have involved fraud, gross negligence, willful misconduct or other similar misconduct.

If any lawsuits were brought against us and resulted in a finding of substantial legal liability, the lawsuit could materially adversely affect our business, results of operations or financial condition or cause significant reputational harm to us, which could materially impact our business. We depend to a large extent on our business relationships and our reputation for integrity and high-caliber professional services to attract and retain investors and to pursue investment opportunities for our funds. As a result, allegations of improper conduct by private litigants or regulators, whether the ultimate outcome is favorable or unfavorable to us, as well as negative publicity and press speculation about us, our investment activities or the private equity industry in general, whether or not valid, may harm our reputation, which may be more damaging to our business than to other types of businesses.

In addition, with a workforce composed of many highly paid professionals, we face the risk of litigation relating to claims for compensation, which may, individually or in the aggregate, be significant in amount. The cost of settling any such claims could negatively impact our business, results of operations and financial condition.

Employee misconduct could harm us by impairing our ability to attract and retain investors in our funds and subjecting us to significant legal liability and reputational harm. Fraud and other deceptive practices or other misconduct at our portfolio companies could harm performance.

There is a risk that our employees could engage in misconduct that adversely affects our business. Our ability to attract and retain investors and to pursue investment opportunities for our funds depends heavily upon the reputation of our professionals, especially our senior Carlyle

professionals. We are subject to a number of obligations and standards arising from our asset management business and our authority over the assets managed by our asset management business. The violation of these obligations and standards by any of our employees would adversely affect our clients and us. Our business often requires that we deal with confidential matters of great significance to companies in which our funds may invest. If our employees were to use or disclose confidential information improperly, we could suffer serious harm to our reputation, financial position and current and future business relationships, as well as face potentially significant litigation. It is not always possible to detect or deter employee misconduct, and the extensive precautions we take to detect and prevent this activity may not be effective in all cases. If any of our employees were to engage in misconduct or were to be accused of such misconduct, whether or not substantiated, our business and our reputation could be adversely affected and a loss of investor confidence could result, which would adversely impact our ability to raise future funds.

We will also be adversely affected if there is misconduct by senior management of portfolio companies in which our funds invest. Such misconduct might undermine our due diligence efforts with respect to such companies and it might negatively affect the valuation of a fund's investments.

In recent years, the U.S. Department of Justice (the "DOJ") and the SEC have devoted greater resources to enforcement of the Foreign Corrupt Practices Act (the "FCPA"). In addition, the United Kingdom has recently significantly expanded the reach of its anti-bribery laws. While we have developed and implemented policies and procedures designed to ensure strict compliance by us and our personnel with the FCPA, such policies and procedures may not be effective in all instances to prevent violations. Any determination that we have violated the FCPA or other applicable anti-corruption laws could subject us to, among other things, civil and criminal penalties, material fines, profit disgorgement, injunctions on future conduct, securities litigation and a general loss of investor confidence, any one of which could adversely affect our business prospects, financial position or the market value of our common units.

Certain policies and procedures implemented to mitigate potential conflicts of interest and address certain regulatory requirements may reduce the synergies across our various businesses and inhibit our ability to maintain our collaborative culture.

We consider our "One Carlyle" philosophy and the ability of our professionals to communicate and collaborate across funds, industries and geographies one of our significant competitive strengths. As a result of the expansion of our platform into various lines of business in the alternative asset management industry we are currently, and as we continue to develop our managed account business and expand we will be, subject to a number of actual and potential conflicts of interest and subject to greater regulatory oversight than that to which we would otherwise be subject if we had just one line of business. In addition, as we expand our platform, the allocation of investment opportunities among our investment funds may become more complex. In addressing these conflicts and regulatory requirements across our various businesses, we have and may continue to implement certain policies and procedures (for example, information barriers) that may reduce the positive synergies that we cultivate across these businesses through our "One Carlyle" approach. For example, although we maintain ultimate control over AlpInvest, AlpInvest's historical management team (who are our employees) will continue to exercise independent investment authority without involvement by other Carlyle personnel. See "— Risks Related to Our Business Operations — Our Fund of Funds Solutions business is subject to additional risks." In addition, we may come into possession of material non-public information with respect to issuers in which we may be considering making an investment. As a consequence, we may be precluded from providing such information or other ideas to our other businesses that benefit from such information.

Risks Related to Our Business Operations

Poor performance of our investment funds would cause a decline in our revenue, income and cash flow, may obligate us to repay carried interest previously paid to us, and could adversely affect our ability to raise capital for future investment funds.

In the event that any of our investment funds were to perform poorly, our revenue, income and cash flow could decline. In some of our funds, such as our hedge funds, a reduction in the value of our AUM in such funds could result in a reduction in management fees and incentive fees we earn. In other funds managed by us, such as our private equity funds, a reduction in the value of the portfolio investments held in such funds could result in a reduction in the carried interest we earn. Moreover, we could experience losses on our investments of our own capital as a result of poor investment performance by our investment funds. Furthermore, if, as a result of poor performance of later investments in a carry fund's or fund of funds vehicle's life, the fund does not achieve certain investment returns for the fund over its life, we will be obligated to repay the amount by which carried interest that was previously distributed to us exceeds the amount to which we are ultimately entitled. These repayment obligations may be related to amounts previously distributed to our senior Carlyle professionals prior to the completion of this offering, with respect to which our common unitholders did not receive any benefit. See "— We may need to pay "giveback" obligations if and when they are triggered under the governing agreements with our investors."

Poor performance of our investment funds could make it more difficult for us to raise new capital. Investors in carry funds and fund of funds vehicles might decline to invest in future investment funds we raise and investors in hedge funds or other investment funds might withdraw their investments as a result of the poor performance of the investment funds in which they are invested. Investors and potential investors in our funds continually assess our investment funds' performance, and our ability to raise capital for existing and future investment funds and avoid excessive redemption levels will depend on our investment funds' continued satisfactory performance. Accordingly, poor fund performance may deter future investment in our funds and thereby decrease the capital invested in our funds and ultimately, our management fee income. Alternatively, in the face of poor fund performance, investors could demand lower fees or fee concessions for existing or future funds which would likewise decrease our revenue.

Our asset management business depends in large part on our ability to raise capital from third-party investors. If we are unable to raise capital from third-party investors, we would be unable to collect management fees or deploy their capital into investments and potentially collect transaction fees or carried interest, which would materially reduce our revenue and cash flow and adversely affect our financial condition.

Our ability to raise capital from third-party investors depends on a number of factors, including certain factors that are outside our control. Certain factors, such as the performance of the stock market, the pace of distributions from our funds and from the funds of other asset managers or the asset allocation rules or regulations or investment policies to which such third-party investors are subject, could inhibit or restrict the ability of third-party investors to make investments in our investment funds. For example, during 2008 and 2009, many third-party investors that invest in alternative assets and have historically invested in our investment funds experienced significant volatility in valuations of their investment portfolios, including a significant decline in the value of their overall private equity, real assets, venture capital and hedge fund portfolios, which affected our ability to raise capital from them. Coupled with a lack of distributions from their existing private equity and real assets portfolios, many of these investors were left with disproportionately outsized remaining commitments to, and invested capital in, a number of investment funds, which significantly limited their ability to make new commitments to third-party managed investment funds such as those advised by us. Although economic conditions have improved and many investors have increased the amount of commitments they are making to alternative investment funds, there can be no assurance that this will continue. Moreover, as some existing investors cease or significantly curtail making commitments to alternative

investment funds, we may need to identify and attract new investors in order to maintain or increase the size of our investment funds. There can be no assurances that we can find or secure commitments from those new investors. Our ability to raise new funds could similarly be hampered if the general appeal of private equity and alternative investments were to decline. An investment in a limited partner interest in a private equity fund is more illiquid and the returns on such investment may be more volatile than an investment in securities for which there is a more active and transparent market. Private equity and alternative investments could fall into disfavor as a result of concerns about liquidity and short-term performance. Such concerns could be exhibited, in particular, by public pension funds, which have historically been among the largest investors in alternative assets. Many public pensions are significantly underfunded and their funding problems have been exacerbated by the recent economic downturn. Concerns with liquidity could cause such public pension funds to reevaluate the appropriateness of alternative investments. In addition, the evolving preferences of our fund investors may necessitate that alternatives to the traditional investment fund structure, such as managed accounts, smaller funds and co-investment vehicles, become a larger part of our business going forward. This could increase our cost of raising capital at the scale we have historically achieved.

The failure to successfully raise capital commitments to new investment funds may also expose us to credit risk in respect of financing that we may provide such funds. When existing capital commitments to a new investment fund are insufficient to fund in full a new investment fund's participation in a transaction, we may lend money to or borrow money from financial institutions on behalf of such investment funds to bridge this difference and repay this financing with capital from subsequent investors to the fund. Our inability to identify and secure capital commitments from new investors to these funds may expose us to losses (in the case of money that we lend directly to such funds) or adversely impact our ability to repay such borrowings or otherwise have an adverse impact on our liquidity position. Finally, if we seek to expand into other business lines, we may also be unable to raise a sufficient amount of capital to adequately support such businesses.

The failure of our investment funds to raise capital in sufficient amounts could result in a decrease in our AUM as well as management fee and transaction fee revenue, or could result in a decline in the rate of growth of our AUM and management fee and transaction fee revenue, any of which could have a material adverse impact on our revenues and financial condition. Our past experience with growth of AUM provides no assurance with respect to the future. For example, our next generation of large buyout and other funds could be smaller in overall size than our current large buyout and other funds. There can be no assurance that any of our business segments will continue to experience growth in AUM.

Some of our fund investors may have concerns about the prospect of our becoming a publicly traded company, including concerns that as a public company we will shift our focus from the interests of our fund investors to those of our common unitholders. Some of our fund investors may believe that we will strive for near-term profit instead of superior risk-adjusted returns for our fund investors over time or grow our AUM for the purpose of generating additional management fees without regard to whether we believe there are sufficient investment opportunities to effectively deploy the additional capital. There can be no assurance that we will be successful in our efforts to address such concerns or to convince fund investors that our decision to pursue this offering will not affect our longstanding priorities or the way we conduct our business. A decision by a significant number of our fund investors not to commit additional capital to our funds or to cease doing business with us altogether could inhibit our ability to achieve our investment objectives and could have a material adverse effect on our business and financial condition.

Our investors in future funds may negotiate to pay us lower management fees and the economic terms of our future funds may be less favorable to us than those of our existing funds, which could adversely affect our revenues.

In connection with raising new funds or securing additional investments in existing funds, we negotiate terms for such funds and investments with existing and potential investors. The outcome of

such negotiations could result in our agreement to terms that are materially less favorable to us than the terms of prior funds we have advised or funds advised by our competitors. Such terms could restrict our ability to raise investment funds with investment objectives or strategies that compete with existing funds, reduce fee revenues we earn, reduce the percentage of profits on third-party capital that we share in or add expenses and obligations for us in managing the fund or increase our potential liabilities, all of which could ultimately reduce our profitability. For instance, we have confronted and expect to continue to confront requests from a variety of investors and groups representing investors to increase the percentage of transaction fees we share with our investors (or to decline to receive any transaction fees from portfolio companies owned by our funds). To the extent we accommodate such requests, it would result in a decrease in the amount of fee revenue we earn. Moreover, certain institutional investors have publicly criticized certain fund fee and expense structures, including management fees. We have confronted and expect to continue to confront requests from a variety of investors and groups representing investors to decrease fees and to modify our carried interest and incentive fee structures, which could result in a reduction in or delay in the timing of receipt of the fees and carried interest and incentive fees we earn. Any modification of our existing fee or carry arrangements or the fee or carry structures for new investment funds could adversely affect our results of operations. See "— The alternative asset management business is intensely competitive."

In addition, we believe that certain institutional investors, including sovereign wealth funds and public pension funds, could in the future demonstrate an increased preference for alternatives to the traditional investment fund structure, such as managed accounts, smaller funds and co-investment vehicles. There can be no assurance that such alternatives will be as efficient as the traditional investment fund structure, or as to the impact such a trend could have on the cost of our operations or profitability if we were to implement these alternative investment structures. Moreover, certain institutional investors are demonstrating a preference to in-source their own investment professionals and to make direct investments in alternative assets without the assistance of private equity advisers like us. Such institutional investors may become our competitors and could cease to be our clients.

Valuation methodologies for certain assets in our funds can involve subjective judgments, and the fair value of assets established pursuant to such methodologies may be incorrect, which could result in the misstatement of fund performance and accrued performance fees.

There are often no readily ascertainable market prices for a substantial majority of illiquid investments of our investment funds. We determine the fair value of the investments of each of our investment funds at least quarterly based on the fair value guidelines set forth by generally accepted accounting principles in the United States. The fair value measurement accounting guidance establishes a hierarchal disclosure framework that ranks the observability of market inputs used in measuring financial instruments at fair value. The observability of inputs is impacted by a number of factors, including the type of financial instrument, the characteristics specific to the financial instrument and the state of the marketplace, including the existence and transparency of transactions between market participants. Financial instruments with readily quoted prices, or for which fair value can be measured from quoted prices in active markets, generally will have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value.

Investments for which market prices are not observable include private investments in the equity of operating companies or real estate properties. Fair values of such investments are determined by reference to projected net earnings, earnings before interest, taxes, depreciation and amortization ("EBITDA"), the discounted cash flow method, comparable values in public market or private transactions, valuations for comparable companies and other measures which, in many cases, are unaudited at the time received. Valuations may be derived by reference to observable valuation measures for comparable companies or transactions (for example, multiplying a key performance metric of the investee company or asset, such as EBITDA, by a relevant valuation multiple observed in the range of comparable companies or transactions), adjusted by management for differences

between the investment and the referenced comparables, and in some instances by reference to option pricing models or other similar models. In determining fair values of real estate investments, we also consider projected operating cash flows, sales of comparable assets, replacement costs and capitalization rates ("cap rates") analysis. Additionally, where applicable, projected distributable cash flow through debt maturity will also be considered in support of the investment's carrying value. The fair values of credit-oriented investments are generally determined on the basis of prices between market participants provided by reputable dealers or pricing services. Specifically, for investments in distressed debt and corporate loans and bonds, the fair values are generally determined by valuations of comparable investments. In some instances, other valuation techniques, including the discounted cash flow method, may be used to value illiquid investments.

The determination of fair value using these methodologies takes into consideration a range of factors including but not limited to the price at which the investment was acquired, the nature of the investment, local market conditions, trading values on public exchanges for comparable securities, current and projected operating performance and financing transactions subsequent to the acquisition of the investment. These valuation methodologies involve a significant degree of management judgment. For example, as to investments that we share with another sponsor, we may apply a different valuation methodology than the other sponsor does or derive a different value than the other sponsor has derived on the same investment, which could cause some investors to question our valuations.

Because there is significant uncertainty in the valuation of, or in the stability of the value of, illiquid investments, the fair values of such investments as reflected in an investment fund's net asset value do not necessarily reflect the prices that would be obtained by us on behalf of the investment fund when such investments are realized. Realizations at values significantly lower than the values at which investments have been reflected in prior fund net asset values would result in reduced earnings or losses for the applicable fund, the loss of potential carried interest and incentive fees and in the case of our hedge funds, management fees. Changes in values attributed to investments from quarter to quarter may result in volatility in the net asset values and results of operations that we report from period to period. Also, a situation where asset values turn out to be materially different than values reflected in prior fund net asset values could cause investors to lose confidence in us, which could in turn result in difficulty in raising additional funds.

The historical returns attributable to our funds, including those presented in this prospectus, should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units.

We have presented in this prospectus information relating to the historical performance of our investment funds. The historical and potential future returns of the investment funds that we advise are not directly linked to returns on our common units. Therefore, any continued positive performance of the investment funds that we advise will not necessarily result in positive returns on an investment in our common units. However, poor performance of the investment funds that we advise would cause a decline in our revenue from such investment funds, and could therefore have a negative effect on our performance, our ability to raise future funds and in all likelihood the returns on an investment in our common units.

Moreover, with respect to the historical returns of our investment funds:

- market conditions at times were significantly more favorable for generating positive performance, particularly in our Corporate Private Equity and Real Assets businesses, than the market conditions we experienced in the past three years and may continue to experience for the foreseeable future;
- the rates of returns of our carry funds reflect unrealized gains as of the applicable measurement date that may never be realized, which may adversely affect the ultimate value realized from those funds' investments;

- unitholders will not benefit from any value that was created in our funds prior to your investment in our common units to the extent such value has been realized;
- in recent years, there has been increased competition for private equity investment opportunities resulting from the increased amount of capital invested in alternative investment funds and high liquidity in debt markets, and the increased competition for investments may reduce our returns in the future;
- the rates of returns of some of our funds in certain years have been positively influenced by a number of investments that experienced rapid and substantial increases in value following the dates on which those investments were made, which may not occur with respect to future investments;
- our investment funds' returns in some years have benefited from investment opportunities and general market conditions that may not repeat themselves (including, for example, particularly favorable borrowing conditions in the debt markets during 2005, 2006 and early 2007), and our current or future investment funds might not be able to avail themselves of comparable investment opportunities or market conditions; and
- we may create new funds in the future that reflect a different asset mix and different investment strategies, as well as a varied geographic and industry exposure as compared to our present funds, and any such new funds could have different returns than our existing or previous funds.

In addition, future returns will be affected by the applicable risks described elsewhere in this prospectus, including risks related to the industries and businesses in which our funds may invest. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Segment Analysis — Fund Performance Metrics" for additional information.

Dependence on significant leverage in investments by our funds could adversely affect our ability to achieve attractive rates of return on those investments.

Many of our carry funds' and fund of funds vehicles' investments rely heavily on the use of leverage, and our ability to achieve attractive rates of return on investments will depend on our ability to access sufficient sources of indebtedness at attractive rates. For example, in many private equity investments, indebtedness may constitute and historically has constituted up to 70% or more of a portfolio company's or real estate asset's total debt and equity capitalization, including debt that may be incurred in connection with the investment. The absence of available sources of sufficient debt financing for extended periods of time could therefore materially and adversely affect our Corporate Private Equity and Real Assets businesses. In addition, an increase in either the general levels of interest rates or in the risk spread demanded by sources of indebtedness, such as the increase we experienced during 2009, would make it more expensive to finance those businesses' investments. Increases in interest rates could also make it more difficult to locate and consummate private equity investments because other potential buyers, including operating companies acting as strategic buyers, may be able to bid for an asset at a higher price due to a lower overall cost of capital or their ability to benefit from a higher amount of cost savings following the acquisition of the asset. In addition, a portion of the indebtedness used to finance private equity investments often includes high-yield debt securities issued in the capital markets. Availability of capital from the high-yield debt markets is subject to significant volatility, and there may be times when we might not be able to access those markets at attractive rates, or at all, when completing an investment. Finally, the interest payments on the indebtedness used to finance our carry funds' and fund of funds vehicles' investments are generally deductible expenses for income tax purposes, subject to limitations under applicable tax law and policy. Any change in such tax law or policy to eliminate or substantially limit these income tax deductions, as has been discussed from time to time in various jurisdictions, would reduce the after-tax rates of return on the affected investments, which may have an adverse impact on our business and financial results. See "— Our funds make investments in

companies that are based outside of the United States, which may expose us to additional risks not typically associated with investing in companies that are based in the United States."

Investments in highly leveraged entities are also inherently more sensitive to declines in revenue, increases in expenses and interest rates and adverse economic, market and industry developments. The incurrence of a significant amount of indebtedness by an entity could, among other things:

- subject the entity to a number of restrictive covenants, terms and conditions, any violation of which could be viewed by creditors as an event of default and could materially impact our ability to realize value from the investment;
- allow even moderate reductions in operating cash flow to render the entity unable to service its indebtedness, leading to a bankruptcy or other reorganization of the entity and a loss of part or all of the equity investment in it;
- give rise to an obligation to make mandatory prepayments of debt using excess cash flow, which might limit the entity's ability to respond to changing industry conditions to the extent additional cash is needed for the response, to make unplanned but necessary capital expenditures or to take advantage of growth opportunities;
- limit the entity's ability to adjust to changing market conditions, thereby placing it at a competitive disadvantage compared to its competitors that have relatively less debt;
- limit the entity's ability to engage in strategic acquisitions that might be necessary to generate attractive returns or further growth; and
- limit the entity's ability to obtain additional financing or increase the cost of obtaining such financing, including for capital expenditures, working capital or other general corporate purposes.

As a result, the risk of loss associated with a leveraged entity is generally greater than for companies with comparatively less debt. For example, a number of investments consummated by private equity sponsors during 2005, 2006 and 2007 that utilized significant amounts of leverage subsequently experienced severe economic stress and, in certain cases, defaulted on their debt obligations due to a decrease in revenue and cash flow precipitated by the subsequent downturn during 2008 and 2009. Similarly, the leveraged nature of the investments of our Real Assets funds increases the risk that a decline in the fair value of the underlying real estate or tangible assets will result in their abandonment or foreclosure. For example, in 2009 and 2010, several investments of our real estate funds were foreclosed, resulting in aggregate write-offs of approximately $198 million in 2009 and $19 million in 2010.

When our private equity funds' existing portfolio investments reach the point when debt incurred to finance those investments matures in significant amounts and must be either repaid or refinanced, those investments may materially suffer if they have not generated sufficient cash flow to repay maturing debt and there is insufficient capacity and availability in the financing markets to permit them to refinance maturing debt on satisfactory terms, or at all. If a limited availability of financing for such purposes were to persist for an extended period of time, when significant amounts of the debt incurred to finance our Corporate Private Equity and Real Assets funds' existing portfolio investments came due, these funds could be materially and adversely affected.

Many of our Global Market Strategies funds may choose to use leverage as part of their respective investment programs and regularly borrow a substantial amount of their capital. The use of leverage poses a significant degree of risk and enhances the possibility of a significant loss in the value of the investment portfolio. A fund may borrow money from time to time to purchase or carry securities or may enter into derivative transactions (such as total return swaps) with counterparties that have embedded leverage. The interest expense and other costs incurred in connection with such borrowing may not be recovered by appreciation in the securities purchased or carried and will be

lost, and the timing and magnitude of such losses may be accelerated or exacerbated, in the event of a decline in the market value of such securities. Gains realized with borrowed funds may cause the fund's net asset value to increase at a faster rate than would be the case without borrowings. However, if investment results fail to cover the cost of borrowings, the fund's net asset value could also decrease faster than if there had been no borrowings. Increases in interest rates could also decrease the value of fixed-rate debt investment that our investment funds make.

Any of the foregoing circumstances could have a material adverse effect on our results of operations, financial condition and cash flow.

A decline in the pace or size of investments by our carry funds or fund of funds vehicles could result in our receiving less revenue from transaction fees.

The transaction fees that we earn are driven in part by the pace at which our funds make investments and the size of those investments. Any decline in that pace or the size of such investments could reduce our transaction fees and could make it more difficult for us to raise capital on our anticipated schedule. Many factors could cause such a decline in the pace of investment, including:

- the inability of our investment professionals to identify attractive investment opportunities;
- competition for such opportunities among other potential acquirers;
- decreased availability of capital on attractive terms; and
- our failure to consummate identified investment opportunities because of business, regulatory or legal complexities and adverse developments in the U.S. or global economy or financial markets.

For example, the more limited financing options for large Corporate Private Equity and Real Assets investments resulting from the credit market dislocations in 2008 and 2009 reduced the pace and size of investments by our Corporate Private Equity and Real Assets funds.

In addition, we have confronted and expect to continue to confront requests from a variety of investors and groups representing investors to increase the percentage of transaction fees we share with our investors (or to decline to receive transaction fees from portfolio companies held by our funds). To the extent we accommodate such requests, it would result in a decrease in the amount of fee revenue we earn. See "— Our investors in future funds may negotiate to pay us lower management fees and the economic terms of our future funds may be less favorable to us than those of our existing funds, which could adversely affect our revenues."

The alternative asset management business is intensely competitive.

The alternative asset management business is intensely competitive, with competition based on a variety of factors, including investment performance, business relationships, quality of service provided to investors, investor liquidity and willingness to invest, fund terms (including fees), brand recognition and business reputation. Our alternative asset management business competes with a number of private equity funds, specialized investment funds, hedge funds, corporate buyers, traditional asset managers, real estate development companies, commercial banks, investment banks and other financial institutions (as well as sovereign wealth funds). For instance, Carlyle and Riverstone have mutually decided not to pursue another jointly managed fund as co-sponsors. Accordingly, we expect that our future energy and renewable funds will compete with Riverstone, among other alternative asset managers, for investment opportunities and fund investors in the energy and renewable space. A number of factors serve to increase our competitive risks:

- a number of our competitors in some of our businesses have greater financial, technical, marketing and other resources and more personnel than we do;

- some of our funds may not perform as well as competitors' funds or other available investment products;
- a significant number of investors have materially decreased or temporarily suspended making new fund investments recently because of the global economic downturn and poor returns in their overall investment portfolios in 2008 and 2009;
- several of our competitors have significant amounts of capital, and many of them have similar investment objectives to ours, which may create additional competition for investment opportunities and may reduce the size and duration of pricing inefficiencies that otherwise could be exploited;
- some of these competitors may also have a lower cost of capital and access to funding sources that are not available to us, which may create competitive disadvantages for us with respect to investment opportunities;
- some of our competitors may have higher risk tolerances, different risk assessments or lower return thresholds than us, which could allow them to consider a wider variety of investments and to bid more aggressively than us for investments that we want to make;
- some of our competitors may be subject to less regulation and accordingly may have more flexibility to undertake and execute certain businesses or investments than we do and/or bear less compliance expense than we do;
- some of our competitors may have more flexibility than us in raising certain types of investment funds under the investment management contracts they have negotiated with their investors;
- some of our competitors may have better expertise or be regarded by investors as having better expertise in a specific asset class or geographic region than we do;
- our competitors that are corporate buyers may be able to achieve synergistic cost savings in respect of an investment, which may provide them with a competitive advantage in bidding for an investment;
- there are relatively few barriers to entry impeding the formation of new alternative asset management firms, and the successful efforts of new entrants into our various businesses, including former "star" portfolio managers at large diversified financial institutions as well as such institutions themselves, is expected to continue to result in increased competition;
- some investors may prefer to invest with an asset manager that is not publicly traded or is smaller with only one or two investment products that it manages; and
- other industry participants may, from time to time, seek to recruit our investment professionals and other employees away from us.

We may lose investment opportunities in the future if we do not match investment prices, structures and terms offered by our competitors. Alternatively, we may experience decreased rates of return and increased risks of loss if we match investment prices, structures and terms offered by our competitors. Moreover, if we are forced to compete with other alternative asset managers on the basis of price, we may not be able to maintain our current fund fee and carried interest terms. We have historically competed primarily on the performance of our funds, and not on the level of our fees or carried interest relative to those of our competitors. However, there is a risk that fees and carried interest in the alternative asset management industry will decline, without regard to the historical performance of a manager. Fee or carried interest income reductions on existing or future funds, without corresponding decreases in our cost structure, would adversely affect our revenues and profitability. See "— Our investors in future funds may negotiate to pay us lower management fees and the economic terms of our future funds may be less favorable to us than those of our existing funds, which could adversely affect our revenues."

In addition, the attractiveness of our investment funds relative to investments in other investment products could decrease depending on economic conditions. This competitive pressure could adversely affect our ability to make successful investments and limit our ability to raise future investment funds, either of which would adversely impact our business, revenue, results of operations and cash flow. See "— Our investors in future funds may negotiate to pay us lower management fees and the economic terms of our future funds may be less favorable to us than those of our existing funds, which could adversely affect our revenues."

The due diligence process that we undertake in connection with investments by our investment funds may not reveal all facts that may be relevant in connection with an investment.

Before making private equity and other investments, we conduct due diligence that we deem reasonable and appropriate based on the facts and circumstances applicable to each investment. The objective of the due diligence process is to identify attractive investment opportunities based on the facts and circumstances surrounding an investment and, in the case of private equity investments, prepare a framework that may be used from the date of an acquisition to drive operational achievement and value creation. When conducting due diligence, we may be required to evaluate important and complex business, financial, tax, accounting, environmental and legal issues. Outside consultants, legal advisors, accountants and investment banks may be involved in the due diligence process in varying degrees depending on the type of investment. Nevertheless, when conducting due diligence and making an assessment regarding an investment, we rely on the resources available to us, including information provided by the target of the investment and, in some circumstances, third-party investigations. The due diligence process may at times be subjective with respect to newly-organized companies for which only limited information is available. Accordingly, we cannot be certain that the due diligence investigation that we carry out with respect to any investment opportunity will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Instances of fraud, accounting irregularities and other deceptive practices can be difficult to detect, and fraud and other deceptive practices can be widespread in certain jurisdictions. Several of our funds invest in emerging market countries that may not have established laws and regulations that are as stringent as in more developed nations, or where existing laws and regulations may not be consistently enforced. For example, our funds invest throughout China, Latin America and MENA, and we have recently hired investment professionals to facilitate investment in Sub-Saharan Africa. Due diligence on investment opportunities in these jurisdictions is frequently more complicated because consistent and uniform commercial practices in such locations may not have developed. Fraud, accounting irregularities and deceptive practices can be especially difficult to detect in such locations. For example, two Chinese companies in which we have minority investments have recently been made the subject of internal investigations in connection with allegations of financial or accounting irregularities, and a purported class action has been brought against one of the Chinese companies and certain of its present and former officers and directors, including a Carlyle employee who is a former director of such entity. We do not have sufficient information at this time to give an assessment of the likely outcome of these matters or as to the ultimate impact these allegations, if true, may have on the value of our investments.

We cannot be certain that our due diligence investigations will result in investments being successful or that the actual financial performance of an investment will not fall short of the financial projections we used when evaluating that investment. Failure to identify risks associated with our investments could have a material adverse effect on our business.

Our funds invest in relatively high-risk, illiquid assets, and we may fail to realize any profits from these activities for a considerable period of time or lose some or all of our principal investments.

Many of our investment funds invest in securities that are not publicly traded. In many cases, our investment funds may be prohibited by contract or by applicable securities laws from selling

such securities for a period of time. Our investment funds will not be able to sell these securities publicly unless their sale is registered under applicable securities laws, or unless an exemption from such registration is available. The ability of many of our investment funds, particularly our private equity funds, to dispose of investments is heavily dependent on the public equity markets. For example, the ability to realize any value from an investment may depend upon the ability to complete an initial public offering of the portfolio company in which such investment is held. Even if the securities are publicly traded, large holdings of securities can often be disposed of only over a substantial length of time, exposing the investment returns to risks of downward movement in market prices during the intended disposition period. Accordingly, under certain conditions, our investment funds may be forced to either sell securities at lower prices than they had expected to realize or defer, potentially for a considerable period of time, sales that they had planned to make. We have made and expect to continue to make significant principal investments in our current and future investment funds. Contributing capital to these investment funds is subject to significant risks, and we may lose some or all of the principal amount of our investments.

The investments of our private equity funds are subject to a number of inherent risks.

Our results are highly dependent on our continued ability to generate attractive returns from our investments. Investments made by our private equity funds involve a number of significant risks inherent to private equity investing, including the following:

- we advise funds that invest in businesses that operate in a variety of industries that are subject to extensive domestic and foreign regulation, such as the telecommunications industry, the aerospace, defense and government services industry and the healthcare industry (including companies that supply equipment and services to governmental agencies), that may involve greater risk due to rapidly changing market and governmental conditions in those sectors;
- significant failures of our portfolio companies to comply with laws and regulations applicable to them could affect the ability of our funds to invest in other companies in certain industries in the future and could harm our reputation;
- companies in which private equity investments are made may have limited financial resources and may be unable to meet their obligations, which may be accompanied by a deterioration in the value of their equity securities or any collateral or guarantees provided with respect to their debt;
- companies in which private equity investments are made are more likely to depend on the management talents and efforts of a small group of persons and, as a result, the death, disability, resignation or termination of one or more of those persons could have a material adverse impact on their business and prospects and the investment made;
- companies in which private equity investments are made may from time to time be parties to litigation, may be engaged in rapidly changing businesses with products subject to a substantial risk of obsolescence and may require substantial additional capital to support their operations, finance expansion or maintain their competitive position;
- companies in which private equity investments are made generally have less predictable operating results;
- instances of fraud and other deceptive practices committed by senior management of portfolio companies in which our funds invest may undermine our due diligence efforts with respect to such companies and, upon the discovery of such fraud, negatively affect the valuation of a fund's investments as well as contribute to overall market volatility that can negatively impact a fund's investment program;

- our funds may make investments that they do not advantageously dispose of prior to the date the applicable fund is dissolved, either by expiration of such fund's term or otherwise, resulting in a lower than expected return on the investments and, potentially, on the fund itself;
- our funds generally establish the capital structure of portfolio companies on the basis of the financial projections based primarily on management judgments and assumptions, and general economic conditions and other factors may cause actual performance to fall short of these financial projections, which could cause a substantial decrease in the value of our equity holdings in the portfolio company and cause our funds' performance to fall short of our expectations; and
- executive officers, directors and employees of an equity sponsor may be named as defendants in litigation involving a company in which a private equity investment is made or is being made.

Our real estate funds are subject to the risks inherent in the ownership and operation of real estate and the construction and development of real estate.

Investments in our real estate funds will be subject to the risks inherent in the ownership and operation of real estate and real estate-related businesses and assets. These risks include the following:

- those associated with the burdens of ownership of real property;
- general and local economic conditions;
- changes in supply of and demand for competing properties in an area (as a result, for instance, of overbuilding);
- fluctuations in the average occupancy and room rates for hotel properties;
- the financial resources of tenants;
- changes in building, environmental and other laws;
- energy and supply shortages;
- various uninsured or uninsurable risks;
- natural disasters;
- changes in government regulations (such as rent control);
- changes in real property tax rates;
- changes in interest rates;
- the reduced availability of mortgage funds which may render the sale or refinancing of properties difficult or impracticable;
- negative developments in the economy that depress travel activity;
- environmental liabilities;
- contingent liabilities on disposition of assets; and
- terrorist attacks, war and other factors that are beyond our control.

During 2008 and 2009, real estate markets in the United States, Europe and Japan generally experienced increases in capitalization rates and declines in value as a result of the overall economic decline and the limited availability of financing. As a result, the value of investments in our real estate funds declined significantly. In addition, if our real estate funds acquire direct or indirect interests in undeveloped land or underdeveloped real property, which may often be non-income

producing, they will be subject to the risks normally associated with such assets and development activities, including risks relating to the availability and timely receipt of zoning and other regulatory or environmental approvals, the cost and timely completion of construction (including risks beyond the control of our fund, such as weather or labor conditions or material shortages) and the availability of both construction and permanent financing on favorable terms. Additionally, our funds' properties may be managed by a third party, which makes us dependent upon such third parties and subjects us to risks associated with the actions of such third parties. Any of these factors may cause the value of the investments in our real estate funds to decline, which may have a material impact on our results of operations.

We often pursue investment opportunities that involve business, regulatory, legal or other complexities.

As an element of our investment style, we may pursue unusually complex investment opportunities. This can often take the form of substantial business, regulatory or legal complexity that would deter other asset managers. Our tolerance for complexity presents risks, as such transactions can be more difficult, expensive and time-consuming to finance and execute; it can be more difficult to manage or realize value from the assets acquired in such transactions; and such transactions sometimes entail a higher level of regulatory scrutiny or a greater risk of contingent liabilities. Any of these risks could harm the performance of our funds.

Our investment funds make investments in companies that we do not control.

Investments by many of our investment funds will include debt instruments and equity securities of companies that we do not control. Such instruments and securities may be acquired by our investment funds through trading activities or through purchases of securities from the issuer. In addition, our funds may acquire minority equity interests in large transactions, which may be structured as "consortium transactions" due to the size of the investment and the amount of capital required to be invested. A consortium transaction involves an equity investment in which two or more private equity firms serve together or collectively as equity sponsors. We participated in a number of consortium transactions in prior years due to the increased size of many of the transactions in which we were involved. Consortium transactions generally entail a reduced level of control by our firm over the investment because governance rights must be shared with the other consortium sponsors. Accordingly, we may not be able to control decisions relating to a consortium investment, including decisions relating to the management and operation of the company and the timing and nature of any exit. Our funds may also dispose of a portion of their majority equity investments in portfolio companies over time in a manner that results in the funds retaining a minority investment. Those investments may be subject to the risk that the company in which the investment is made may make business, financial or management decisions with which we do not agree or that the majority stakeholders or the management of the company may take risks or otherwise act in a manner that does not serve our interests. If any of the foregoing were to occur, the value of investments by our funds could decrease and our financial condition, results of operations and cash flow could suffer as a result.

Our funds make investments in companies that are based outside of the United States, which may expose us to additional risks not typically associated with investing in companies that are based in the United States.

Many of our investment funds generally invest a significant portion of their assets in the equity, debt, loans or other securities of issuers that are based outside of the United States. A substantial amount of these investments consist of investments made by our carry funds. For example, as of September 30, 2011, approximately 43% of the equity invested by our carry funds was attributable to

foreign investments. Investments in non-U.S. securities involve risks not typically associated with investing in U.S. securities, including:

- certain economic and political risks, including potential exchange control regulations and restrictions on our non-U.S. investments and repatriation of profits on investments or of capital invested, the risks of political, economic or social instability, the possibility of expropriation or confiscatory taxation and adverse economic and political developments;
- the imposition of non-U.S. taxes on gains from the sale of investments by our funds;
- the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements and less government supervision and regulation;
- changes in laws or clarifications to existing laws that could impact our tax treaty positions, which could adversely impact the returns on our investments;
- differences in the legal and regulatory environment or enhanced legal and regulatory compliance;
- limitations on borrowings to be used to fund acquisitions or dividends;
- political hostility to investments by foreign or private equity investors;
- less liquid markets;
- reliance on a more limited number of commodity inputs, service providers and/or distribution mechanisms;
- adverse fluctuations in currency exchange rates and costs associated with conversion of investment principal and income from one currency into another;
- higher rates of inflation;
- higher transaction costs;
- less government supervision of exchanges, brokers and issuers;
- less developed bankruptcy, corporate, partnership and other laws;
- difficulty in enforcing contractual obligations;
- less stringent requirements relating to fiduciary duties;
- fewer investor protections; and
- greater price volatility.

We operate in numerous national and subnational jurisdictions throughout the world and are subject to complex taxation requirements that could result in the imposition of taxes upon us that exceed the amounts we reserve for such purposes. In addition, the portfolio companies of our funds are typically subject to taxation in the jurisdictions in which they operate. In Denmark, Germany and France, for example, the deductibility of interest and other financing expenses in companies in which our funds have invested or may invest in the future may be limited. This could adversely affect portfolio companies that operate in those countries and limit the benefit of additional investments in those countries.

Our funds' investments that are denominated in a foreign currency will be subject to the risk that the value of a particular currency will change in relation to one or more other currencies. Among the factors that may affect currency values are trade balances, levels of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political developments. We may employ hedging techniques to minimize these risks, but we can offer no assurance that such strategies will be effective. If we engage in hedging transactions, we may be exposed to additional risks associated

with such transactions. See "— Risks Related to Our Business Operations — Risk management activities may adversely affect the return on our funds' investments."

We may need to pay "giveback" obligations if and when they are triggered under the governing agreements with our investors.

If, at the end of the life of a carry fund (or earlier with respect to certain of our real estate funds), the carry fund has not achieved investment returns that (in most cases) exceed the preferred return threshold or (in all cases) the general partner receives net profits over the life of the fund in excess of its allocable share under the applicable partnership agreement, we will be obligated to repay an amount equal to the extent to which carried interest that was previously distributed to us exceeds the amounts to which we are ultimately entitled. These repayment obligations may be related to amounts previously distributed to our senior Carlyle professionals prior to the completion of this offering, with respect to which our common unitholders did not receive any benefit. This obligation is known as a "giveback" obligation. As of September 30, 2011, we had accrued a giveback obligation of $148.7 million, representing the giveback obligation that would need to be paid if the carry funds were liquidated at their current fair values at that date. If, as of September 30, 2011, all of the investments held by our carry funds were deemed worthless, the amount of realized and distributed carried interest subject to potential giveback would have been $687.1 million, on an after-tax basis where applicable. Although a giveback obligation is several to each person who received a distribution, and not a joint obligation, the governing agreements of our funds generally provide that to the extent a recipient does not fund his or her respective share, then we may have to fund such additional amounts beyond the amount of carried interest we retained, although we generally will retain the right to pursue any remedies that we have under such governing agreements against those carried interest recipients who fail to fund their obligations. We have historically withheld a portion of the cash from carried interest distributions to individual senior Carlyle professionals and other employees as security for their potential giveback obligations. However, we have not at this time set aside cash reserves relating to our secondary liability for such giveback obligations or in respect of giveback obligations related to carried interest we may receive and retain in the future. We intend to monitor our giveback obligations and may need to use or reserve cash to repay such giveback obligations instead of using the cash for other purposes. See "Business — Structure and Operation of Our Investment Funds — Incentive Arrangements / Fee Structure" and "Management's Discussion and Analysis of Financial Condition and Results of Operations — Contractual Obligations — Contingent Obligations (Giveback)" and Notes 2 and 10 to the combined and consolidated financial statements for the year ended December 31, 2010 and the nine months ended September 30, 2011 appearing elsewhere in this prospectus.

Our investment funds often make common equity investments that rank junior to preferred equity and debt in a company's capital structure.

In most cases, the companies in which our investment funds invest have, or are permitted to have, outstanding indebtedness or equity securities that rank senior to our fund's investment. By their terms, such instruments may provide that their holders are entitled to receive payments of dividends, interest or principal on or before the dates on which payments are to be made in respect of our investment. Also, in the event of insolvency, liquidation, dissolution, reorganization or bankruptcy of a company in which an investment is made, holders of securities ranking senior to our investment would typically be entitled to receive payment in full before distributions could be made in respect of our investment. After repaying senior security holders, the company may not have any remaining assets to use for repaying amounts owed in respect of our investment. To the extent that any assets remain, holders of claims that rank equally with our investment would be entitled to share on an equal and ratable basis in distributions that are made out of those assets. Also, during periods of financial distress or following an insolvency, the ability of our funds to influence a company's affairs and to take actions to protect their investments may be substantially less than that of the senior creditors.

Third-party investors in substantially all of our carry funds have the right to remove the general partner of the fund for cause, to accelerate the liquidation date of the investment fund without cause by a simple majority vote and to terminate the investment period under certain circumstances and investors in certain of the investment funds we advise may redeem their investments. These events would lead to a decrease in our revenues, which could be substantial.

The governing agreements of substantially all of our carry funds provide that, subject to certain conditions, third-party investors in those funds have the right to remove the general partner of the fund for cause (other than the AlpInvest fund of funds vehicles) or to accelerate the liquidation date of the investment fund without cause by a simple majority vote, resulting in a reduction in management fees we would earn from such investment funds and a significant reduction in the expected amounts of total carried interest and incentive fees from those funds. Carried interest and incentive fees could be significantly reduced as a result of our inability to maximize the value of investments by an investment fund during the liquidation process or in the event of the triggering of a "giveback" obligation. Finally, the applicable funds would cease to exist after completion of liquidation and winding-up. In addition, the governing agreements of our investment funds provide that in the event certain "key persons" in our investment funds do not meet specified time commitments with regard to managing the fund (for example, Messrs. Conway, D'Aniello and Rubenstein, in the case of our private equity funds), then investors in certain funds have the right to vote to terminate the investment period by a simple majority vote in accordance with specified procedures, accelerate the withdrawal of their capital on an investor-by-investor basis, or the fund's investment period will automatically terminate and the vote of a simple majority of investors is required to restart it. In addition to having a significant negative impact on our revenue, net income and cash flow, the occurrence of such an event with respect to any of our investment funds would likely result in significant reputational damage to us and could negatively impact our future fundraising efforts.

The AlpInvest fund of funds vehicles generally provide for suspension or termination of investment commitments in the event of cause, key person or regulatory events, changes in control of Carlyle or of majority ownership of AlpInvest, and, in some cases, other performance metrics, but generally have not provided for liquidation without cause. Where AlpInvest fund of funds vehicles include "key person" provisions, they are focused on specific existing AlpInvest personnel. While we believe that existing AlpInvest management have appropriate incentives to remain at AlpInvest, based on equity ownership, profit participation and other contractual provisions, we are not able to guarantee the ongoing participation of AlpInvest management team members in respect of the AlpInvest fund of funds vehicles. In addition, AlpInvest fund of funds vehicles have historically had few or even a single investor. In such cases, an individual investor may hold disproportionate authority over decisions reserved for third-party investors.

Investors in our hedge funds may generally redeem their investments on an annual, semi-annual or quarterly basis following the expiration of a specified period of time when capital may not be withdrawn (typically between one and three years), subject to the applicable fund's specific redemption provisions. In a declining market, the pace of redemptions and consequent reduction in our AUM could accelerate. The decrease in revenues that would result from significant redemptions in our hedge funds could have a material adverse effect on our business, revenue and cash flow.

In addition, because our investment funds generally have an adviser that is registered under the Advisers Act, the management agreements of all of our investment funds would be terminated upon an "assignment" of these agreements without investor consent, which assignment may be deemed to occur in the event these advisers were to experience a change of control. We cannot be certain that consents required to assignments of our investment management agreements will be obtained if a change of control occurs. "Assignment" of these agreements without investor consent could cause us to lose the fees we earn from such investment funds.

Third-party investors in our investment funds with commitment-based structures may not satisfy their contractual obligation to fund capital calls when requested by us, which could adversely affect a fund's operations and performance.

Investors in our carry funds and fund of funds vehicles make capital commitments to those funds that we are entitled to call from those investors at any time during prescribed periods. We depend on investors fulfilling their commitments when we call capital from them in order for those funds to consummate investments and otherwise pay their obligations (for example, management fees) when due. Any investor that did not fund a capital call would generally be subject to several possible penalties, including having a significant amount of its existing investment forfeited in that fund. However, the impact of the penalty is directly correlated to the amount of capital previously invested by the investor in the fund and if an investor has invested little or no capital, for instance early in the life of the fund, then the forfeiture penalty may not be as meaningful. Investors may also negotiate for lesser or reduced penalties at the outset of the fund, thereby inhibiting our ability to enforce the funding of a capital call. If investors were to fail to satisfy a significant amount of capital calls for any particular fund or funds, the operation and performance of those funds could be materially and adversely affected.

Our failure to deal appropriately with conflicts of interest in our investment business could damage our reputation and adversely affect our businesses.

As we have expanded and as we continue to expand the number and scope of our businesses, we increasingly confront potential conflicts of interest relating to our funds' investment activities. Certain of our funds may have overlapping investment objectives, including funds that have different fee structures, and potential conflicts may arise with respect to our decisions regarding how to allocate investment opportunities among those funds. For example, a decision to acquire material non-public information about a company while pursuing an investment opportunity for a particular fund gives rise to a potential conflict of interest when it results in our having to restrict the ability of other funds to take any action. We may also cause different private equity funds to invest in a single portfolio company, for example where the fund that made an initial investment no longer has capital available to invest. We may also cause different funds that we manage to purchase different classes of securities in the same portfolio company. For example, one of our CLO funds could acquire a debt security issued by the same company in which one of our buyout funds owns common equity securities. A direct conflict of interest could arise between the debt holders and the equity holders if such a company were to develop insolvency concerns, and that conflict would have to be carefully managed by us. In addition, conflicts of interest may exist in the valuation of our investments and regarding decisions about the allocation of specific investment opportunities among us and our funds and the allocation of fees and costs among us, our funds and their portfolio companies. Lastly, in certain infrequent instances we may purchase an investment alongside one of our investment funds or sell an investment to one of our investment funds and conflicts may arise in respect of the allocation, pricing and timing of such investments and the ultimate disposition of such investments. To the extent we fail to appropriately deal with any such conflicts, it could negatively impact our reputation and ability to raise additional funds and the willingness of counterparties to do business with us or result in potential litigation against us.

Risk management activities may adversely affect the return on our funds' investments.

When managing our exposure to market risks, we may (on our own behalf or on behalf of our funds) from time to time use forward contracts, options, swaps, caps, collars and floors or pursue other strategies or use other forms of derivative instruments to limit our exposure to changes in the relative values of investments that may result from market developments, including changes in prevailing interest rates, currency exchange rates and commodity prices. The scope of risk management activities undertaken by us varies based on the level and volatility of interest rates, prevailing foreign currency exchange rates, the types of investments that are made and other

changing market conditions. The use of hedging transactions and other derivative instruments to reduce the effects of a decline in the value of a position does not eliminate the possibility of fluctuations in the value of the position or prevent losses if the value of the position declines. Such transactions may also limit the opportunity for gain if the value of a position increases. Moreover, it may not be possible to limit the exposure to a market development that is so generally anticipated that a hedging or other derivative transaction cannot be entered into at an acceptable price. The success of any hedging or other derivative transaction generally will depend on our ability to correctly predict market changes, the degree of correlation between price movements of a derivative instrument and the position being hedged, the creditworthiness of the counterparty and other factors. As a result, while we may enter into such a transaction in order to reduce our exposure to market risks, the transaction may result in poorer overall investment performance than if it had not been executed.

Certain of our fund investments may be concentrated in particular asset types or geographic regions, which could exacerbate any negative performance of those funds to the extent those concentrated investments perform poorly.

The governing agreements of our investment funds contain only limited investment restrictions and only limited requirements as to diversification of fund investments, either by geographic region or asset type. For example, we advise funds that invest predominantly in the United States, Europe, Asia, Japan or MENA; and we advise funds that invest in a single industry sector, such as financial services. During periods of difficult market conditions or slowdowns in these sectors or geographic regions, decreased revenue, difficulty in obtaining access to financing and increased funding costs experienced by our funds may be exacerbated by this concentration of investments, which would result in lower investment returns for our funds. Such concentration may increase the risk that events affecting a specific geographic region or asset type will have an adverse or disparate impact on such investment funds, as compared to funds that invest more broadly.

Certain of our investment funds may invest in securities of companies that are experiencing significant financial or business difficulties, including companies involved in bankruptcy or other reorganization and liquidation proceedings. Such investments may be subject to a greater risk of poor performance or loss.

Certain of our investment funds, especially our distressed and corporate opportunities funds, may invest in business enterprises involved in work-outs, liquidations, reorganizations, bankruptcies and similar transactions and may purchase high risk receivables. An investment in such business enterprises entails the risk that the transaction in which such business enterprise is involved either will be unsuccessful, will take considerable time or will result in a distribution of cash or a new security the value of which will be less than the purchase price to the fund of the security or other financial instrument in respect of which such distribution is received. In addition, if an anticipated transaction does not in fact occur, the fund may be required to sell its investment at a loss. Investments in troubled companies may also be adversely affected by U.S. federal and state laws relating to, among other things, fraudulent conveyances, voidable preferences, lender liability and a bankruptcy court’s discretionary power to disallow, subordinate or disenfranchise particular claims. Investments in securities and private claims of troubled companies made in connection with an attempt to influence a restructuring proposal or plan of reorganization in a bankruptcy case may also involve substantial litigation. Because there is substantial uncertainty concerning the outcome of transactions involving financially troubled companies, there is a potential risk of loss by a fund of its entire investment in such company.

Our private equity funds' performance, and our performance, may be adversely affected by the financial performance of our portfolio companies and the industries in which our funds invest.

Our performance and the performance of our private equity funds is significantly impacted by the value of the companies in which our funds have invested. Our funds invest in companies in many different industries, each of which is subject to volatility based upon economic and market factors. Over the last few years, the credit crisis has caused significant fluctuations in the value of securities held by our funds and the global economic recession had a significant impact in overall performance activity and the demands for many of the goods and services provided by portfolio companies of the funds we advise. Although the U.S. economy has begun to improve, there remain many obstacles to continued growth in the economy such as high unemployment, global geopolitical events, risks of inflation and high deficit levels for governments in the United States and abroad. These factors and other general economic trends are likely to impact the performance of portfolio companies in many industries and in particular, industries that are more impacted by changes in consumer demand, such as the consumer products sector and real estate. In addition, the value of our investments in portfolio companies in the financial services industry is impacted by the overall health and stability of the credit markets. For example, the recent speculation regarding the inability of Greece and certain other European countries to pay their national debt, the response by Eurozone policy makers to mitigate this sovereign debt crisis and the concerns regarding the stability of the Eurozone currency have created uncertainty in the credit markets. As a result, there has been a strain on banks and other financial services participants, including our portfolio companies in the financial services industry, which could have a material adverse impact on such portfolio companies. The performance of our private equity funds, and our performance, may be adversely affected to the extent our fund portfolio companies in these industries experience adverse performance or additional pressure due to downward trends. In respect of real estate, various factors could halt or limit a recovery in the housing market and have an adverse effect on investment performance, including, but not limited to, continued high unemployment, a low level of consumer confidence in the economy and/or the residential real estate market and rising mortgage interest rates.

The financial projections of our portfolio companies could prove inaccurate.

Our funds generally establish the capital structure of portfolio companies on the basis of financial projections prepared by the management of such portfolio companies. These projected operating results will normally be based primarily on judgments of the management of the portfolio companies. In all cases, projections are only estimates of future results that are based upon assumptions made at the time that the projections are developed. General economic conditions, which are not predictable, along with other factors may cause actual performance to fall short of the financial projections that were used to establish a given portfolio company's capital structure. Because of the leverage that we typically employ in our investments, this could cause a substantial decrease in the value of our equity holdings in the portfolio company. The inaccuracy of financial projections could thus cause our funds' performance to fall short of our expectations.

Contingent liabilities could harm fund performance.

We may cause our funds to acquire an investment that is subject to contingent liabilities. Such contingent liabilities could be unknown to us at the time of acquisition or, if they are known to us, we may not accurately assess or protect against the risks that they present. Acquired contingent liabilities could thus result in unforeseen losses for our funds. In addition, in connection with the disposition of an investment in a portfolio company, a fund may be required to make representations about the business and financial affairs of such portfolio company typical of those made in connection with the sale of a business. A fund may also be required to indemnify the purchasers of such investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities by a fund, even after the

disposition of an investment. Accordingly, the inaccuracy of representations and warranties made by a fund could harm such fund's performance.

We and our investment funds are subject to risks in using prime brokers, custodians, administrators and other agents.

We and many of our investment funds depend on the services of prime brokers, custodians, administrators and other agents to carry out certain securities transactions. The counterparty to one or more of our or our funds' contractual arrangements could default on its obligations under the contract. If a counterparty defaults, we and our funds may be unable to take action to cover the exposure and we or one or more of our funds could incur material losses. The consolidation and elimination of counterparties resulting from the disruption in the financial markets has increased our concentration of counterparty risk and has decreased the number of potential counterparties. Our funds generally are not restricted from dealing with any particular counterparty or from concentrating any or all of their transactions with one counterparty. In the event of the insolvency of a party that is holding our assets or those of our funds as collateral, we and our funds may not be able to recover equivalent assets in full as we and our funds will rank among the counterparty's unsecured creditors. In addition, our and our funds' cash held with a prime broker, custodian or counterparty may not be segregated from the prime broker's, custodian's or counterparty's own cash, and we and our funds therefore may rank as unsecured creditors in relation thereto. The inability to recover our or our investment funds' assets could have a material impact on us or on the performance of our funds.

Our Fund of Funds Solutions business is subject to additional risks.

We established our Fund of Funds Solutions business on July 1, 2011 at the time we completed our acquisition of AlpInvest. Our Fund of Funds Solutions business is subject to additional risks, including the following:

- The AlpInvest business is subject to business and other risks and uncertainties generally consistent with our business as a whole, including without limitation legal and regulatory risks, the avoidance or management of conflicts of interest and the ability to attract and retain investment professionals and other personnel.
- We will restrict our day-to-day participation in the AlpInvest business, which may in turn limit our ability to address risks arising from the AlpInvest business for so long as AlpInvest maintains separate investment operations. Although we maintain ultimate control over AlpInvest, AlpInvest's historical management team (who are our employees) will continue to exercise independent investment authority without involvement by other Carlyle personnel. For so long as these arrangements are in place, Carlyle representatives will serve on the board of AlpInvest but we will observe substantial restrictions on our ability to access investment information or engage in day-to-day participation in the AlpInvest investment business, including a restriction that AlpInvest investment decisions are made and maintained without involvement by other Carlyle personnel and that no specific investment data, other than data on the investment performance of its client mandates, will be shared. As such, we will have a reduced ability to identify or respond to investment and other operational issues that may arise within the AlpInvest business, relative to other Carlyle investment funds.
- AlpInvest is currently subject to regulatory capital requirements which may limit our ability to withdraw cash from AlpInvest, or require additional investments of capital in order for AlpInvest to maintain certain licenses to operate its business.
- Historically, the main part of AlpInvest capital commitments have been obtained from its initial co-owners, with such owners thereby holding highly concentrated voting rights with respect to potential suspension or termination of investment commitments made to AlpInvest.

- AlpInvest is expected to seek to broaden its client base by advising separate accounts for investors on an account-by-account basis. AlpInvest has only limited experience in attracting new clients and may not be successful in this strategy.
- AlpInvest's co-investment business is subject to the risk that other private equity sponsors, alongside whom AlpInvest has historically invested in leveraged buyouts and growth capital transactions throughout Europe, North America and Asia, will no longer be willing to provide AlpInvest with investment opportunities as favorable as in the past, if at all, as a result of our ownership of AlpInvest.
- AlpInvest's secondary investments business is subject to the risk that opportunities in the secondary investments market may not be as favorable as the recent past.

Our hedge fund investments are subject to additional risks.

Investments by the hedge funds we advise are subject to additional risks, including the following:

- Generally, there are few limitations on the execution of these hedge funds' investment strategies, which are subject to the sole discretion of the management company or the general partner of such funds.
- These funds may engage in short-selling, which is subject to a theoretically unlimited risk of loss because there is no limit on how much the price of a security may appreciate before the short position is closed out. A fund may be subject to losses if a security lender demands return of the lent securities and an alternative lending source cannot be found or if the fund is otherwise unable to borrow securities that are necessary to hedge its positions.
- These funds may be limited in their ability to engage in short selling or other activities as a result of regulatory mandates. Such regulatory actions may limit our ability to engage in hedging activities and therefore impair our investment strategies. In addition, these funds may invest in securities and other assets for which appropriate market hedges do not exist or cannot be acquired on attractive terms.
- These funds are exposed to the risk that a counterparty will not settle a transaction in accordance with its terms and conditions because of a dispute over the terms of the contract (whether or not bona fide) or because of a credit or liquidity problem, thus causing the fund to suffer a loss.
- Credit risk may arise through a default by one of several large institutions that are dependent on one another to meet their liquidity or operational needs, so that a default by one institution causes a series of defaults by the other institutions. This "systemic risk" could have a further material adverse effect on the financial intermediaries (such as prime brokers, clearing agencies, clearing houses, banks, securities firms and exchanges) with which these funds transact on a daily basis.
- The efficacy of investment and trading strategies depend largely on the ability to establish and maintain an overall market position in a combination of financial instruments, which can be difficult to execute.
- These funds may make investments or hold trading positions in markets that are volatile and may become illiquid.
- These funds' investments are subject to risks relating to investments in commodities, futures, options and other derivatives, the prices of which are highly volatile and may be subject to a theoretically unlimited risk of loss in certain circumstances. In addition, the funds' assets are subject to the risk of the failure of any of the exchanges on which their positions trade or of their clearinghouses or counterparties.
- These funds may make investments that they do not advantageously dispose of prior to the date the applicable fund is dissolved, either by expiration of such fund's term or otherwise.

Although we generally expect that investments will be disposed of prior to dissolution or be suitable for in-kind distribution at dissolution, and the general partners of the funds have a limited ability to extend the term of the fund with the consent of fund investors or the advisory board of the fund, as applicable, our funds may have to sell, distribute or otherwise dispose of investments at a disadvantageous time as a result of dissolution. This would result in a lower than expected return on the investments and, perhaps, on the fund itself.

Risks Related to Our Organizational Structure

Our common unitholders do not elect our general partner or, except in limited circumstances, vote on our general partner's directors and will have limited ability to influence decisions regarding our business.

Our general partner, Carlyle Group Management L.L.C., which is owned by our senior Carlyle professionals, will manage all of our operations and activities. The limited liability company agreement of Carlyle Group Management L.L.C. establishes a board of directors that will be responsible for the oversight of our business and operations. Unlike the holders of common stock in a corporation, our common unitholders will have only limited voting rights and will have no right to remove our general partner or, except in the limited circumstances described below, elect the directors of our general partner. Our common unitholders will have no right to elect the directors of our general partner unless, as determined on January 31 of each year, the total voting power held by holders of the special voting units in The Carlyle Group L.P. (including voting units held by our general partner and its affiliates) in their capacity as such, or otherwise held by then-current or former Carlyle personnel (treating voting units deliverable to such persons pursuant to outstanding equity awards as being held by them), collectively, constitutes less than 10% of the voting power of the outstanding voting units of The Carlyle Group L.P. Unless and until the foregoing voting power condition is satisfied, our general partner's board of directors will be elected in accordance with its limited liability company agreement, which provides that directors may be appointed and removed by members of our general partner holding a majority in interest of the voting power of the members, which voting power is allocated to each member ratably according to his or her aggregate relative ownership of our common units and partnership units. Immediately following this offering our existing owners will collectively have % of the voting power of The Carlyle Group L.P. limited partners, or % if the underwriters exercise in full their option to purchase additional common units. As a result, our common unitholders will have limited ability to influence decisions regarding our business. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Election of Directors of General Partner."

Our senior Carlyle professionals will be able to determine the outcome of those few matters that may be submitted for a vote of the limited partners.

Immediately following this offering, our existing owners will beneficially own % of the equity in our business, or % if the underwriters exercise in full their option to purchase additional common units. TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit that provides it with a number of votes on any matter that may be submitted for a vote of our common unitholders (voting together as a single class on all such matters) that is equal to the aggregate number of vested and unvested Carlyle Holdings partnership units held by the limited partners of Carlyle Holdings. Accordingly, immediately following this offering our existing owners generally will have sufficient voting power to determine the outcome of those few matters that may be submitted for a vote of the limited partners of The Carlyle Group L.P. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Withdrawal or Removal of the General Partner," "— Meetings; Voting" and "— Election of Directors of General Partner."

Our common unitholders' voting rights will be further restricted by the provision in our partnership agreement stating that any common units held by a person that beneficially owns 20% or more of any class of The Carlyle Group L.P. common units then outstanding (other than our

general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates) cannot be voted on any matter. In addition, our partnership agreement will contain provisions limiting the ability of our common unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the ability of our common unitholders to influence the manner or direction of our management. Our partnership agreement also will not restrict our general partner's ability to take actions that may result in our being treated as an entity taxable as a corporation for U.S. federal (and applicable state) income tax purposes. Furthermore, the common unitholders will not be entitled to dissenters' rights of appraisal under our partnership agreement or applicable Delaware law in the event of a merger or consolidation, a sale of substantially all of our assets or any other transaction or event.

As a result of these matters and the provisions referred to under "— Our common unitholders do not elect our general partner or, except in limited circumstances, vote on our general partner's directors and will have limited ability to influence decisions regarding our business," our common unitholders may be deprived of an opportunity to receive a premium for their common units in the future through a sale of The Carlyle Group L.P., and the trading prices of our common units may be adversely affected by the absence or reduction of a takeover premium in the trading price.

We are permitted to repurchase all of the outstanding common units under certain circumstances, and this repurchase may occur at an undesirable time or price.

We have the right to acquire all of our then-outstanding common units at the then-current trading price either if 10% or less of our common units are held by persons other than our general partner and its affiliates or if we are required to register as an investment company under the 1940 Act. As a result of our general partner's right to purchase outstanding common units, a holder of common units may have his common units purchased at an undesirable time or price.

We are a limited partnership and as a result will qualify for and intend to rely on exceptions from certain corporate governance and other requirements under the rules of the NASDAQ Global Select Market and the Securities and Exchange Commission.

We are a limited partnership and will qualify for exceptions from certain corporate governance and other requirements of the rules of the NASDAQ Global Select Market. Pursuant to these exceptions, limited partnerships may elect not to comply with certain corporate governance requirements of the NASDAQ Global Select Market, including the requirements (1) that a majority of the board of directors of our general partner consist of independent directors, (2) that we have independent director oversight of executive officer compensation and director nominations and (3) that we obtain unitholder approval for (a) certain private placements of units that equal or exceed 20% of the outstanding common units or voting power, (b) certain acquisitions of stock or assets of another company or (c) a change of control transaction. In addition, we will not be required to hold annual meetings of our common unitholders. Following this offering, we intend to avail ourselves of these exceptions. Accordingly, you will not have the same protections afforded to equityholders of entities that are subject to all of the corporate governance requirements of the NASDAQ Global Select Market.

In addition, on March 30, 2011, the SEC proposed rules to implement provisions of the Dodd-Frank Act pertaining to compensation committee independence and the role and disclosure of compensation consultants and other advisers to the compensation committee. The SEC's proposed rules, if adopted, would direct each of the national securities exchanges (including the NASDAQ Global Select Market) to develop listing standards requiring, among other things, that:

- compensation committees be composed of fully independent directors, as determined pursuant to new independence requirements;
- compensation committees be explicitly charged with hiring and overseeing compensation consultants, legal counsel and other committee advisors; and

- compensation committees be required to consider, when engaging compensation consultants, legal counsel or other advisors, certain independence factors, including factors that examine the relationship between the consultant or advisor's employer and the company.

As a limited partnership, we will not be subject to these compensation committee independence requirements if and when they are adopted by the NASDAQ Global Select Market under the SEC's proposed rules.

Potential conflicts of interest may arise among our general partner, its affiliates and us. Our general partner and its affiliates have limited fiduciary duties to us and our common unitholders, which may permit them to favor their own interests to the detriment of us and our common unitholders.

Conflicts of interest may arise among our general partner and its affiliates, on the one hand, and us and our common unitholders, on the other hand. As a result of these conflicts, our general partner may favor its own interests and the interests of its affiliates over the interests of our common unitholders. These conflicts include, among others, the following:

- our general partner determines the amount and timing of our investments and dispositions, indebtedness, issuances of additional partnership interests and amounts of reserves, each of which can affect the amount of cash that is available for distribution to you;
- our general partner is allowed to take into account the interests of parties other than us and the common unitholders in resolving conflicts of interest, which has the effect of limiting its duties (including fiduciary duties) to our common unitholders. For example, our subsidiaries that serve as the general partners of our investment funds have fiduciary and contractual obligations to the investors in those funds as a result of which we expect to regularly take actions that might adversely affect our near-term results of operations or cash flow;
- because our senior Carlyle professionals hold their Carlyle Holdings partnership units directly or through entities that are not subject to corporate income taxation and The Carlyle Group L.P. holds Carlyle Holdings partnership units through wholly-owned subsidiaries, some of which are subject to corporate income taxation, conflicts may arise between our senior Carlyle professionals and The Carlyle Group L.P. relating to the selection, structuring and disposition of investments and other matters. For example, the earlier disposition of assets following an exchange or acquisition transaction by a senior Carlyle professional generally will accelerate payments under the tax receivable agreement and increase the present value of such payments, and the disposition of assets before an exchange or acquisition transaction will increase an existing owner's tax liability without giving rise to any rights of an existing owner to receive payments under the tax receivable agreement;
- our partnership agreement does not prohibit affiliates of the general partner, including its owners, from engaging in other businesses or activities, including those that might directly compete with us;
- our general partner has limited its liability and reduced or eliminated its duties (including fiduciary duties) under the partnership agreement, while also restricting the remedies available to our common unitholders for actions that, without these limitations, might constitute breaches of duty (including fiduciary duty). In addition, we have agreed to indemnify our general partner and its affiliates to the fullest extent permitted by law, except with respect to conduct involving bad faith, fraud or willful misconduct. **By purchasing our common units, you will have agreed and consented to the provisions set forth in our partnership agreement, including the provisions regarding conflicts of interest situations that, in the absence of such provisions, might constitute a breach of fiduciary or other duties under applicable state law;**

- our partnership agreement will not restrict our general partner from causing us to pay it or its affiliates for any services rendered, or from entering into additional contractual arrangements with any of these entities on our behalf, so long as our general partner agrees to the terms of any such additional contractual arrangements in good faith as determined under the partnership agreement;
- our general partner determines how much debt we incur and that decision may adversely affect our credit ratings;
- our general partner determines which costs incurred by it and its affiliates are reimbursable by us;
- our general partner controls the enforcement of obligations owed to us by it and its affiliates; and
- our general partner decides whether to retain separate counsel, accountants or others to perform services for us.

See “Certain Relationships and Related Person Transactions” and “Conflicts of Interest and Fiduciary Responsibilities.”

Our partnership agreement will contain provisions that reduce or eliminate duties (including fiduciary duties) of our general partner and limit remedies available to common unitholders for actions that might otherwise constitute a breach of duty. It will be difficult for a common unitholder to successfully challenge a resolution of a conflict of interest by our general partner or by its conflicts committee.

Our partnership agreement will contain provisions that waive or consent to conduct by our general partner and its affiliates that might otherwise raise issues about compliance with fiduciary duties or applicable law. For example, our partnership agreement will provide that when our general partner is acting in its individual capacity, as opposed to in its capacity as our general partner, it may act without any fiduciary obligations to us or our common unitholders whatsoever. When our general partner, in its capacity as our general partner, is permitted to or required to make a decision in its “sole discretion” or “discretion” or pursuant to any provision of our partnership agreement not subject to an express standard of “good faith,” then our general partner will be entitled to consider only such interests and factors as it desires, including its own interests, and will have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting us or any limited partners and will not be subject to any different standards imposed by the partnership agreement, otherwise existing at law, in equity or otherwise.

The modifications of fiduciary duties contained in our partnership agreement are expressly permitted by Delaware law. Hence, we and our common unitholders will only have recourse and be able to seek remedies against our general partner if our general partner breaches its obligations pursuant to our partnership agreement. Unless our general partner breaches its obligations pursuant to our partnership agreement, we and our common unitholders will not have any recourse against our general partner even if our general partner were to act in a manner that was inconsistent with traditional fiduciary duties. Furthermore, even if there has been a breach of the obligations set forth in our partnership agreement, our partnership agreement will provide that our general partner and its officers and directors will not be liable to us or our common unitholders for errors of judgment or for any acts or omissions unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that the general partner or its officers and directors acted in bad faith or engaged in fraud or willful misconduct. These modifications are detrimental to the common unitholders because they restrict the remedies available to common unitholders for actions that without those limitations might constitute breaches of duty (including fiduciary duty).

Whenever a potential conflict of interest exists between us, any of our subsidiaries or any of our partners, and our general partner or its affiliates, our general partner may resolve such conflict of

interest. Our general partner's resolution of the conflict of interest will conclusively be deemed approved by the partnership and all of our partners, and not to constitute a breach of the partnership agreement or any duty, unless the general partner subjectively believes such determination or action is opposed to the best interests of the partnership. A common unitholder seeking to challenge this resolution of the conflict of interest would bear the burden of proving that the general partner subjectively believed that such resolution was opposed to the best interests of the partnership. This is different from the situation with Delaware corporations, where a conflict resolution by an interested party would be presumed to be unfair and the interested party would have the burden of demonstrating that the resolution was fair.

Also, if our general partner obtains the approval of the conflicts committee of our general partner, any determination or action by the general partner will be conclusively deemed to be made or taken in good faith and not a breach by our general partner of the partnership agreement or any duties it may owe to us or our common unitholders. This is different from the situation with Delaware corporations, where a conflict resolution by a committee consisting solely of independent directors may, in certain circumstances, merely shift the burden of demonstrating unfairness to the plaintiff. **By purchasing our common units, you will have agreed and consented to the provisions set forth in our partnership agreement, including the provisions regarding conflicts of interest situations that, in the absence of such provisions, might constitute a breach of fiduciary or other duties under applicable state law.** As a result, common unitholders will, as a practical matter, not be able to successfully challenge an informed decision by the conflicts committee. See "Certain Relationships and Related Person Transactions" and "Conflicts of Interest and Fiduciary Responsibilities."

The control of our general partner may be transferred to a third party without common unitholder consent.

Our general partner may transfer its general partner interest to a third party in a merger or consolidation without the consent of our common unitholders. Furthermore, at any time, the members of our general partner may sell or transfer all or part of their limited liability company interests in our general partner without the approval of the common unitholders, subject to certain restrictions as described elsewhere in this prospectus. A new general partner may not be willing or able to form new investment funds and could form funds that have investment objectives and governing terms that differ materially from those of our current investment funds. A new owner could also have a different investment philosophy, employ investment professionals who are less experienced, be unsuccessful in identifying investment opportunities or have a track record that is not as successful as Carlyle's track record. If any of the foregoing were to occur, we could experience difficulty in making new investments, and the value of our existing investments, our business, our results of operations and our financial condition could materially suffer.

Our ability to pay periodic distributions to our common unitholders may be limited by our holding partnership structure, applicable provisions of Delaware law and contractual restrictions and obligations.

The Carlyle Group L.P. will be a holding partnership and will have no material assets other than the ownership of the partnership units in Carlyle Holdings held through wholly-owned subsidiaries. The Carlyle Group L.P. has no independent means of generating revenue. Accordingly, we intend to cause Carlyle Holdings to make distributions to its partners, including The Carlyle Group L.P.'s wholly-owned subsidiaries, to fund any distributions The Carlyle Group L.P. may declare on the common units. If Carlyle Holdings makes such distributions, the limited partners of

Carlyle Holdings will be entitled to receive equivalent distributions pro rata based on their partnership interests in Carlyle Holdings. Because Carlyle Holdings I GP Inc. must pay taxes and make payments under the tax receivable agreement, the amounts ultimately distributed by The Carlyle Group L.P. to common unitholders are expected to be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings partnerships to the limited partners of the Carlyle Holdings partnerships in respect of their Carlyle Holdings partnership units.

The declaration and payment of any distributions will be at the sole discretion of our general partner, which may change our distribution policy at any time and there can be no assurance that any distributions, whether quarterly or otherwise, will or can be paid. Our ability to make cash distributions to our common unitholders will depend on a number of factors, including among other things, 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 fulfilling our current and future capital commitments, legal, tax and regulatory restrictions, restrictions and other implications on the payment of distributions by us to our common unitholders or by our subsidiaries to us, payments required pursuant to the tax receivable agreement and such other factors as our general partner may deem relevant.

Under the Delaware Limited Partnership Act, we may not make a distribution to a partner if after the distribution all our liabilities, other than liabilities to partners on account of their partnership interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of our assets. If we were to make such an impermissible distribution, any limited partner who received a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Limited Partnership Act would be liable to us for the amount of the distribution for three years. In addition, the terms of our credit facility or other financing arrangements may from time to time include covenants or other restrictions that could constrain our ability to make distributions.

We will be required to pay our existing owners for most of the benefits relating to any additional tax depreciation or amortization deductions that we may claim as a result of the tax basis step-up we receive in connection with subsequent sales or exchanges of Carlyle Holdings partnership units and related transactions. In certain cases, payments under the tax receivable agreement with our existing owners may be accelerated and/or significantly exceed the actual tax benefits we realize and our ability to make payments under the tax receivable agreement may be limited by our structure.

Holders of partnership units in Carlyle Holdings (other than The Carlyle Group L.P.'s wholly-owned subsidiaries), subject to the vesting and minimum retained ownership requirements and transfer restrictions applicable to such holders as set forth in the partnership agreements of the Carlyle Holdings partnerships, may on a quarterly basis, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange their Carlyle Holdings partnership units for The Carlyle Group L.P. common units on a one-for-one basis. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings partnerships to effect an exchange for a common unit. The exchanges are expected to result in increases in the tax basis of the tangible and intangible assets of Carlyle Holdings. These increases in tax basis may increase (for tax purposes) depreciation and amortization deductions and therefore reduce the amount of tax that Carlyle Holdings I GP Inc. and any other entity which may in the future pay taxes and become obligated to make payments under the tax receivable agreement as described in the fourth succeeding paragraph below, which we refer to as the "corporate taxpayers," would otherwise be required to pay in the future, although the IRS may challenge all or part of that tax basis increase, and a court could sustain such a challenge.

We will enter into a tax receivable agreement with our existing owners that will provide for the payment by the corporate taxpayers to our existing owners of 85% of the amount of cash savings, if

any, in U.S. federal, state and local income tax or franchise tax that the corporate taxpayers realize as a result of these increases in tax basis and of certain other tax benefits related to entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. This payment obligation is an obligation of the corporate taxpayers and not of Carlyle Holdings. While the actual increase in tax basis, as well as the amount and timing of any payments under this agreement, will vary depending upon a number of factors, including the timing of exchanges, the price of our common units at the time of the exchange, the extent to which such exchanges are taxable and the amount and timing of our income, we expect that as a result of the size of the transfers and increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, the payments that we may make to our existing owners will be substantial. The payments under the tax receivable agreement are not conditioned upon our existing owners' continued ownership of us. In the event that The Carlyle Group L.P. or any of its wholly-owned subsidiaries that are not treated as corporations for U.S. federal income tax purposes become taxable as a corporation for U.S. federal income tax purposes, these entities will also be obligated to make payments under the tax receivable agreement on the same basis and to the same extent as the corporate taxpayers.

The tax receivable agreement provides that upon certain changes of control, or if, at any time, the corporate taxpayers elect an early termination of the tax receivable agreement, the corporate taxpayers' obligations under the tax receivable agreement (with respect to all Carlyle Holdings partnership units whether or not previously exchanged) would be calculated by reference to the value of all future payments that our existing owners would have been entitled to receive under the tax receivable agreement using certain valuation assumptions, including that the corporate taxpayers' will have sufficient taxable income to fully utilize the deductions arising from the increased tax deductions and tax basis and other benefits related to entering into the tax receivable agreement and, in the case of an early termination election, that any Carlyle Holdings partnership units that have not been exchanged are deemed exchanged for the market value of the common units at the time of termination. In addition, our existing owners will not reimburse us for any payments previously made under the tax receivable agreement if such tax basis increase is successfully challenged by the IRS. The corporate taxpayers' ability to achieve benefits from any tax basis increase, and the payments to be made under this agreement, will depend upon a number of factors, including the timing and amount of our future income. As a result, even in the absence of a change of control or an election to terminate the tax receivable agreement, payments to our existing owners under the tax receivable agreement could be in excess of the corporate taxpayers' actual cash tax savings.

Accordingly, it is possible that the actual cash tax savings realized by the corporate taxpayers may be significantly less than the corresponding tax receivable agreement payments. There may be a material negative effect on our liquidity if the payments under the tax receivable agreement exceed the actual cash tax savings that the corporate taxpayers realize in respect of the tax attributes subject to the tax receivable agreement and/or distributions to the corporate taxpayers by Carlyle Holdings are not sufficient to permit the corporate taxpayers to make payments under the tax receivable agreement after they have paid taxes and other expenses. Based upon certain assumptions described in greater detail below under "Certain Relationships and Related Person Transactions — Tax Receivable Agreement," we estimate that if the corporate taxpayers were to exercise their termination right immediately following this offering, the aggregate amount of these termination payments would be approximately $ million. The foregoing number is merely an estimate and the actual payments could differ materially. We may need to incur debt to finance payments under the tax receivable agreement to the extent our cash resources are insufficient to meet our obligations under the tax receivable agreement as a result of timing discrepancies or otherwise.

In the event that The Carlyle Group L.P. or any of its wholly-owned subsidiaries become taxable as a corporation for U.S. federal income tax purposes, these entities will also be obligated to make

payments under the tax receivable agreement on the same basis and to the same extent as the corporate taxpayers.

See “Certain Relationships and Related Person Transactions — Tax Receivable Agreement.”

Our GAAP financial statements will reflect increased compensation and benefits expense and significant non-cash equity-based compensation charges following this offering.

Prior to this offering, our compensation and benefits expense has reflected compensation (primarily salary and bonus) solely to our employees who are not senior Carlyle professionals. Historically, all payments for services rendered by our senior Carlyle professionals have been accounted for as partnership distributions rather than as compensation and benefits expense. As a result, our consolidated financial statements have not reflected compensation and benefits expense for services rendered by these individuals. Following this offering, all of our senior Carlyle professionals and other employees will receive a base salary that will be paid by us and accounted for as compensation and benefits expense. Our senior Carlyle professionals and other employees are also eligible to receive discretionary cash bonuses based on the performance of Carlyle and the investments of the funds that we advise and other matters. The base salaries and any discretionary cash bonuses paid to our senior Carlyle professionals will be represented as compensation and benefits expense on our GAAP financials following the offering. In addition, as part of the reorganization, our existing owners will receive Carlyle Holdings partnership units, of which are unvested. In addition, we expect to grant unvested deferred restricted units to our employees at the time of this offering. See “Management — IPO Date Equity Awards.” The grant date fair value of the unvested Carlyle Holdings partnership units and deferred restricted units (which will be the initial public offering price per common unit in this offering) will be charged to expense as such units vest over the assumed service periods, which range up to years, on a straight-line basis. The amortization of this non-cash equity-based compensation will increase our GAAP expenses substantially during the relevant periods and, as a result, we may record significant net losses for a number of years following this offering. See “Unaudited Pro Forma Financial Information” and “Management’s Discussion and Analysis of Financial Condition and Results of Operation” for additional information.

If The Carlyle Group L.P. were deemed to be an “investment company” under the 1940 Act, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.

An entity generally will be deemed to be an “investment company” for purposes of the 1940 Act if:

- it is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities; or
- absent an applicable exemption, it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis.

We believe that we are engaged primarily in the business of providing asset management services and not in the business of investing, reinvesting or trading in securities. We hold ourselves out as an asset management firm and do not propose to engage primarily in the business of investing, reinvesting or trading in securities. Accordingly, we do not believe that The Carlyle Group L.P. is, or following this offering will be, an “orthodox” investment company as defined in section 3(a)(1)(A) of the 1940 Act and described in the first bullet point above. Furthermore, following this offering, The Carlyle Group L.P. will have no material assets other than its interests in certain wholly-owned subsidiaries, which in turn will have no material assets other than general partner interests in the Carlyle Holdings partnerships. These wholly-owned subsidiaries will be the sole general partners of the Carlyle Holdings partnerships and will be vested with all management and control over the Carlyle Holdings partnerships. We do not believe that the equity interests of The Carlyle Group L.P. in its

wholly-owned subsidiaries or the general partner interests of these wholly-owned subsidiaries in the Carlyle Holdings partnerships are investment securities. Moreover, because we believe that the capital interests of the general partners of our funds in their respective funds are neither securities nor investment securities, we believe that less than 40% of The Carlyle Group L.P.'s total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis after this offering will be composed of assets that could be considered investment securities. Accordingly, we do not believe that The Carlyle Group L.P. is, or following this offering will be, an inadvertent investment company by virtue of the 40% test in section 3(a)(1)(C) of the 1940 Act as described in the second bullet point above. In addition, we believe that The Carlyle Group L.P. is not an investment company under section 3(b)(1) of the 1940 Act because it is primarily engaged in a non-investment company business.

The 1940 Act and the rules thereunder contain detailed parameters for the organization and operation of investment companies. Among other things, the 1940 Act and the rules thereunder limit or prohibit transactions with affiliates, impose limitations on the issuance of debt and equity securities, generally prohibit the issuance of options and impose certain governance requirements. We intend to conduct our operations so that The Carlyle Group L.P. will not be deemed to be an investment company under the 1940 Act. If anything were to happen which would cause The Carlyle Group L.P. to be deemed to be an investment company under the 1940 Act, requirements imposed by the 1940 Act, including limitations on our capital structure, ability to transact business with affiliates (including us) and ability to compensate key employees, could make it impractical for us to continue our business as currently conducted, impair the agreements and arrangements between and among The Carlyle Group L.P., Carlyle Holdings and our senior Carlyle professionals, or any combination thereof, and materially adversely affect our business, results of operations and financial condition. In addition, we may be required to limit the amount of investments that we make as a principal or otherwise conduct our business in a manner that does not subject us to the registration and other requirements of the 1940 Act.

Changes in accounting standards issued by the Financial Accounting Standards Board ("FASB") or other standard-setting bodies may adversely affect our financial statements.

Our financial statements are prepared in accordance with GAAP as defined in the Accounting Standards Codification ("ASC") of the FASB. From time to time, we are required to adopt new or revised accounting standards or guidance that are incorporated into the ASC. It is possible that future accounting standards we are required to adopt could change the current accounting treatment that we apply to our combined and consolidated financial statements and that such changes could have a material adverse effect on our financial condition and results of operations.

In addition, the FASB is working on several projects with the International Accounting Standards Board, which could result in significant changes as GAAP converges with International Financial Reporting Standards ("IFRS"), including how our financial statements are presented. Furthermore, the SEC is considering whether and how to incorporate IFRS into the U.S. financial reporting system. The accounting changes being proposed by the FASB will be a complete change to how we account for and report significant areas of our business. The effective dates and transition methods are not known; however, issuers may be required to or may choose to adopt the new standards retrospectively. In this case, the issuer will report results under the new accounting method as of the effective date, as well as for all periods presented. The changes to GAAP and ultimate conversion to IFRS will impose special demands on issuers in the areas of governance, employee training, internal controls and disclosure and will likely affect how we manage our business, as it will likely affect other business processes such as the design of compensation plans.

Risks Related to Our Common Units and this Offering

There may not be an active trading market for our common units, which may cause our common units to trade at a discount from the initial offering price and make it difficult to sell the common units you purchase.

Prior to this offering, there has not been a public trading market for our common units. It is possible that after this offering an active trading market will not develop or continue or, if developed, that any market will not be sustained, which would make it difficult for you to sell your common units at an attractive price or at all. The initial public offering price per common unit will be determined by agreement among us and the representatives of the underwriters, and may not be indicative of the price at which our common units will trade in the public market after this offering.

The market price of our common units may decline due to the large number of common units eligible for exchange and future sale.

The market price of our common units could decline as a result of sales of a large number of common units in the market after the offering or the perception that such sales could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell common units in the future at a time and at a price that we deem appropriate. See "Common Units Eligible for Future Sale." Subject to the lock-up restrictions described below, we may issue and sell in the future additional common units.

In addition, upon completion of this offering our existing owners will own an aggregate of Carlyle Holdings partnership units. Prior to this offering we will enter into an exchange agreement with the limited partners of the Carlyle Holdings partnerships so that these holders, subject to the vesting and minimum retained ownership requirements and transfer restrictions applicable to such limited partners as set forth in the partnership agreements of the Carlyle Holdings partnerships, may on a quarterly basis, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange their Carlyle Holdings partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings partnerships to effect an exchange for a common unit. The common units we issue upon such exchanges would be "restricted securities," as defined in Rule 144 under the Securities Act, unless we register such issuances. However, we will enter into one or more registration rights agreements with the limited partners of Carlyle Holdings that would require us to register these common units under the Securities Act. See "Common Units Eligible for Future Sale — Registration Rights" and "Certain Relationships and Related Person Transactions — Registration Rights Agreements." While the partnership agreements of the Carlyle Holdings partnerships and related agreements will contractually restrict our existing owners' ability to transfer the Carlyle Holdings partnership units or The Carlyle Group L.P. common units they hold, these contractual provisions may lapse over time or be waived, modified or amended at any time. See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions."

Mubadala will have the ability to sell its equity interests (whether held in the form of common units, partnership units or otherwise, and including equity interests to be received by Mubadala upon conversion of the notes) subject to the transfer restrictions set forth in the subscription agreement described under "Common Units Eligible for Future Sale — Lock-Up Arrangements — Mubadala Transfer Restrictions." Except for the restrictions described under "Common Units Eligible for Future Sale — Lock-Up Arrangements," the Carlyle Holdings partnership units held by CalPERS are not subject to transfer restrictions; however, pursuant to the terms of the exchange agreement, CalPERS may not exchange its partnership units for common units until the first anniversary of the date of the closing of this offering. We have agreed to provide Mubadala and CalPERS with

registration rights to effect certain sales. See “Common Units Eligible for Future Sale — Registration Rights.”

Under our Equity Incentive Plan, we intend to grant deferred restricted units and phantom deferred restricted units to our employees at the time of this offering. Additional common units and Carlyle Holdings partnership units will be available for future grant under our Equity Incentive Plan, which plan provides for automatic annual increases in the number of units available for future issuance. See “Management — Equity Incentive Plan” and “— IPO Date Equity Awards.” We intend to file one or more registration statements on Form S-8 under the Securities Act to register common units or securities convertible into or exchangeable for common units issued or available for future grant under our Equity Incentive Plan (including pursuant to automatic annual increases). Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly, common units registered under such registration statement will be available for sale in the open market. We expect that the initial registration statement on Form S-8 will cover common units.

In addition, our partnership agreement authorizes us to issue an unlimited number of additional partnership securities and options, rights, warrants and appreciation rights relating to partnership securities for the consideration and on the terms and conditions established by our general partner in its sole discretion without the approval of any limited partners. In accordance with the Delaware Limited Partnership Act and the provisions of our partnership agreement, we may also issue additional partnership interests that have certain designations, preferences, rights, powers and duties that are different from, and may be senior to, those applicable to common units. Similarly, the Carlyle Holdings partnership agreements authorize the wholly-owned subsidiaries of The Carlyle Group L.P. which are the general partners of those partnerships to issue an unlimited number of additional partnership securities of the Carlyle Holdings partnerships with such designations, preferences, rights, powers and duties that are different from, and may be senior to, those applicable to the Carlyle Holdings partnerships units, and which may be exchangeable for our common units.

If securities or industry analysts do not publish research or reports about our business, or if they downgrade their recommendations regarding our common units, our stock price and trading volume could decline.

The trading market for our common units will be influenced by the research and reports that industry or securities analysts publish about us or our business. If any of the analysts who cover us downgrades our common units or publishes inaccurate or unfavorable research about our business, our common unit stock price may decline. If analysts cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our common unit stock price or trading volume to decline and our common units to be less liquid.

The market price of our common units may be volatile, which could cause the value of your investment to decline.

Even if a trading market develops, the market price of our common units may be highly volatile and could be subject to wide fluctuations. Securities markets worldwide experience significant price and volume fluctuations. This market volatility, as well as general economic, market or political conditions, could reduce the market price of common units in spite of our operating performance. In addition, our operating results could be below the expectations of public market analysts and investors due to a number of potential factors, including variations in our quarterly operating results or distributions to unitholders, additions or departures of key management personnel, failure to meet analysts’ earnings estimates, publication of research reports about our industry, litigation and government investigations, changes or proposed changes in laws or regulations or differing interpretations or enforcement thereof affecting our business, adverse market reaction to any indebtedness we may incur or securities we may issue in the future, changes in market valuations of similar companies or speculation in the press or investment community, announcements by our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures

or capital commitments, adverse publicity about the industries in which we participate or individual scandals, and in response the market price of our common units could decrease significantly. You may be unable to resell your common units at or above the initial public offering price.

In the past few years, stock markets have experienced extreme price and volume fluctuations. In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against public companies. This type of litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

You will suffer dilution in the net tangible book value of the common units you purchase.

The initial public offering price per common unit will be substantially higher than our pro forma net tangible book value per common unit immediately after this offering. As a result, you will pay a price per common unit that substantially exceeds the book value of our total tangible assets after subtracting our total liabilities. At an initial public offering price of $ per common unit, you will incur immediate dilution in an amount of $ per common unit, assuming that the underwriters do not exercise their option to purchase additional common units. See "Certain Relationships and Related Person Transactions — Exchange Agreement" and "Dilution."

Risks Related to U.S. Taxation

Our structure involves complex provisions of U.S. federal income tax law for which no clear precedent or authority may be available. Our structure also is subject to potential legislative, judicial or administrative change and differing interpretations, possibly on a retroactive basis.

The U.S. federal income tax treatment of common unitholders depends in some instances on determinations of fact and interpretations of complex provisions of U.S. federal income tax law for which no clear precedent or authority may be available. You should be aware that the U.S. federal income tax rules are constantly under review by persons involved in the legislative process, the IRS and the U.S. Treasury Department, frequently resulting in revised interpretations of established concepts, statutory changes, revisions to regulations and other modifications and interpretations. The IRS pays close attention to the proper application of tax laws to partnerships. The present U.S. federal income tax treatment of an investment in our common units may be modified by administrative, legislative or judicial interpretation at any time, possibly on a retroactive basis, and any such action may affect investments and commitments previously made. Changes to the U.S. federal income tax laws and interpretations thereof could make it more difficult or impossible to meet the exception for us to be treated as a partnership for U.S. federal income tax purposes that is not taxable as a corporation (referred to as the "Qualifying Income Exception"), affect or cause us to change our investments and commitments, affect the tax considerations of an investment in us, change the character or treatment of portions of our income (including, for instance, the treatment of carried interest as ordinary income rather than capital gain) and adversely affect an investment in our common units. For example, as discussed above under "— Risks Related to Our Company— Although not enacted, the U.S. Congress has considered legislation that would have: (i) in some cases after a ten-year transition period, precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations; and (ii) taxed certain income and gains at increased rates. If any similar legislation were to be enacted and apply to us, the after tax income and gain related to our business, as well as our distributions to you and the market price of our common units, could be reduced," the U.S. Congress has considered various legislative proposals to treat all or part of the capital gain and dividend income that is recognized by an investment partnership and allocable to a partner affiliated with the sponsor of the partnership (i.e., a portion of the carried interest) as ordinary income to such partner for U.S. federal income tax purposes.

Our organizational documents and governing agreements will permit our general partner to modify our limited partnership agreement from time to time, without the consent of the common

unitholders, to address certain changes in U.S. federal income tax regulations, legislation or interpretation. In some circumstances, such revisions could have a material adverse impact on some or all common unitholders. For instance, our general partner could elect at some point to treat us as an association taxable as a corporation for U.S. federal (and applicable state) income tax purposes. If our general partner were to do this, the U.S. federal income tax consequences of owning our common units would be materially different. Moreover, we will apply certain assumptions and conventions in an attempt to comply with applicable rules and to report income, gain, deduction, loss and credit to common unitholders in a manner that reflects such common unitholders' beneficial ownership of partnership items, taking into account variation in ownership interests during each taxable year because of trading activity. As a result, a common unitholder transferring units may be allocated income, gain, loss and deductions realized after the date of transfer. However, those assumptions and conventions may not be in compliance with all aspects of applicable tax requirements. It is possible that the IRS will assert successfully that the conventions and assumptions used by us do not satisfy the technical requirements of the Internal Revenue Code and/or Treasury regulations and could require that items of income, gain, deductions, loss or credit, including interest deductions, be adjusted, reallocated or disallowed in a manner that adversely affects common unitholders.

If we were treated as a corporation for U.S. federal income tax or state tax purposes or otherwise became subject to additional entity level taxation (including as a result of changes to current law), then our distributions to you would be substantially reduced and the value of our common units would be adversely affected.

The value of your investment in us depends in part on our being treated as a partnership for U.S. federal income tax purposes, which requires that 90% or more of our gross income for every taxable year consist of qualifying income, as defined in Section 7704 of the Internal Revenue Code and that our partnership not be registered under the 1940 Act. Qualifying income generally includes dividends, interest, capital gains from the sale or other disposition of stocks and securities and certain other forms of investment income. We may not meet these requirements or current law may change so as to cause, in either event, us to be treated as a corporation for U.S. federal income tax purposes or otherwise subject to U.S. federal income tax. Moreover, the anticipated after-tax benefit of an investment in our common units depends largely on our being treated as a partnership for U.S. federal income tax purposes. We have not requested, and do not plan to request, a ruling from the IRS on this or any other matter affecting us.

If we were treated as a corporation for U.S. federal income tax purposes, we would pay U.S. federal income tax on our taxable income at the applicable tax rates. In addition, we would likely be liable for state and local income and/or franchise tax on all our income. Distributions to you would generally be taxed again as corporate distributions, and no income, gains, losses, deductions or credits would otherwise flow through to you. Because a tax would be imposed upon us as a corporation, our distributions to you would be substantially reduced which would cause a reduction in the value of our common units.

Current law may change, causing us to be treated as a corporation for U.S. federal or state income tax purposes or otherwise subjecting us to additional entity level taxation. See "— Risks Related to Our Company— Although not enacted, the U.S. Congress has considered legislation that would have: (i) in some cases after a ten-year transition period, precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations; and (ii) taxed certain income and gains at increased rates. If any similar legislation were to be enacted and apply to us, the after tax income and gain related to our business, as well as our distributions to you and the market price of our common units, could be reduced." For example, because of widespread state budget deficits, several states are evaluating ways to subject partnerships to entity level taxation through the imposition of state income, franchise or other forms of taxation. If any state were to impose a tax upon us as an entity, our distributions to you would be reduced.

You will be subject to U.S. federal income tax on your share of our taxable income, regardless of whether you receive any cash distributions from us.

As long as 90% of our gross income for each taxable year constitutes qualifying income as defined in Section 7704 of the Internal Revenue Code and we are not required to register as an investment company under the 1940 Act on a continuing basis, and assuming there is no change in law, we will be treated, for U.S. federal income tax purposes, as a partnership and not as an association or a publicly traded partnership taxable as a corporation. Accordingly, you will be required to take into account your allocable share of our items of income, gain, loss and deduction. Distributions to you generally will be taxable for U.S. federal income tax purposes only to the extent the amount distributed exceeds your tax basis in the common unit. That treatment contrasts with the treatment of a shareholder in a corporation. For example, a shareholder in a corporation who receives a distribution of earnings from the corporation generally will report the distribution as dividend income for U.S. federal income tax purposes. In contrast, a holder of our common units who receives a distribution of earnings from us will not report the distribution as dividend income (and will treat the distribution as taxable only to the extent the amount distributed exceeds the unitholder's tax basis in the common units), but will instead report the holder's allocable share of items of our income for U.S. federal income tax purposes. As a result, you may be subject to U.S. federal, state, local and possibly, in some cases, foreign income taxation on your allocable share of our items of income, gain, loss, deduction and credit (including our allocable share of those items of any entity in which we invest that is treated as a partnership or is otherwise subject to tax on a flow through basis) for each of our taxable years ending with or within your taxable years, regardless of whether or not you receive cash distributions from us. See "Material U.S. Federal Tax Considerations." See also "— Risks Related to Our Company— Although not enacted, the U.S. Congress has considered legislation that would have: (i) in some cases after a ten-year transition period, precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried interest through taxable subsidiary corporations; and (ii) taxed certain income and gains at increased rates. If any similar legislation were to be enacted and apply to us, the after tax income and gain related to our business, as well as our distributions to you and the market price of our common units, could be reduced."

You may not receive cash distributions equal to your allocable share of our net taxable income or even the tax liability that results from that income. In addition, certain of our holdings, including holdings, if any, in a controlled foreign corporation ("CFC") and a passive foreign investment company ("PFIC") may produce taxable income prior to the receipt of cash relating to such income, and common unitholders that are U.S. taxpayers will be required to take such income into account in determining their taxable income. In the event of an inadvertent termination of our partnership status for which the IRS has granted us limited relief, each holder of our common units may be obligated to make such adjustments as the IRS may require to maintain our status as a partnership. Such adjustments may require persons holding our common units to recognize additional amounts in income during the years in which they hold such units.

The Carlyle Group L.P.'s interest in certain of our businesses will be held through Carlyle Holdings I GP Inc., which will be treated as a corporation for U.S. federal income tax purposes; such corporation may be liable for significant taxes and may create other adverse tax consequences, which could potentially adversely affect the value of your investment.

In light of the publicly-traded partnership rules under U.S. federal income tax law and other requirements, The Carlyle Group L.P. will hold its interest in certain of our businesses through Carlyle Holdings I GP Inc., which will be treated as a corporation for U.S. federal income tax purposes. Such corporation could be liable for significant U.S. federal income taxes and applicable state, local and other taxes that would not otherwise be incurred, which could adversely affect the value of your investment. Those additional taxes have not applied to our existing owners in our organizational structure in effect before this offering and will not apply to our existing owners following this offering to the extent they own equity interests directly or indirectly in the Carlyle Holdings partnerships.

Complying with certain tax-related requirements may cause us to invest through foreign or domestic corporations subject to corporate income tax or enter into acquisitions, borrowings, financings or arrangements we may not have otherwise entered into.

In order for us to be treated as a partnership for U.S. federal income tax purposes and not as an association or publicly traded partnership taxable as a corporation, we must meet the Qualifying Income Exception discussed above on a continuing basis and we must not be required to register as an investment company under the 1940 Act. In order to effect such treatment, we (or our subsidiaries) may be required to invest through foreign or domestic corporations subject to corporate income tax, forgo attractive investment opportunities or enter into acquisitions, borrowings, financings or other transactions we may not have otherwise entered into. This may adversely affect our ability to operate solely to maximize our cash flow.

Our structure also may impede our ability to engage in certain corporate acquisitive transactions because we generally intend to hold all of our assets through the Carlyle Holdings partnerships. In addition, we may be unable to participate in certain corporate reorganization transactions that would be tax-free to our common unit holders if we were a corporation.

Tax gain or loss on disposition of our common units could be more or less than expected.

If you sell your common units, you will recognize a gain or loss equal to the difference between the amount realized and the adjusted tax basis in those common units. Prior distributions to you in excess of the total net taxable income allocated to you, which decreased the tax basis in your common units, will in effect become taxable income to you if the common units are sold at a price greater than your tax basis in those common units, even if the price is less than the original cost. A portion of the amount realized, whether or not representing gain, may be ordinary income to you.

Because we do not intend to make, or cause to be made, an otherwise available election under Section 754 of the Internal Revenue Code to adjust our asset basis or the asset basis of certain of the Carlyle Holdings partnerships, a holder of common units could be allocated more taxable income in respect of those common units prior to disposition than if we had made such an election.

We currently do not intend to make, or cause to be made, an election to adjust asset basis under Section 754 of the Internal Revenue Code with respect to us, Carlyle Holdings II L.P. or Carlyle Holdings III L.P. If no such election is made, there generally will be no adjustment to the basis of the assets of Carlyle Holdings II L.P. or Carlyle Holdings III L.P. upon our acquisition of interests in Carlyle Holdings II L.P. or Carlyle Holdings III L.P. in connection with this offering, or to our assets or to the assets of Carlyle Holdings II L.P. or Carlyle Holdings III L.P. upon a subsequent transferee's acquisition of common units from a prior holder of such common units, even if the purchase price for those interests or units, as applicable, is greater than the share of the aggregate tax basis of our assets or the assets of Carlyle Holdings II L.P. or Carlyle Holdings III L.P. attributable to those interests or units immediately prior to the acquisition. Consequently, upon a sale of an asset by us, Carlyle Holdings II L.P. or Carlyle Holdings III L.P., gain allocable to a holder of common units could include built-in gain in the asset existing at the time we acquired those interests, or such holder acquired such units, which built-in gain would otherwise generally be eliminated if we had made a Section 754 election. See "Material U.S. Federal Tax Considerations — Consequences to U.S. Holders of Common Units — Section 754 Election."

Non-U.S. persons face unique U.S. tax issues from owning common units that may result in adverse tax consequences to them.

In light of our intended investment activities we may be, or may become, engaged in a U.S. trade or business for U.S. federal income tax purposes in which case some portion of our income would be treated as effectively connected income with respect to non-U.S. holders ("ECI"), including as a result of investments in U.S. real property interests or entities owning such interests. In addition, certain income of non-U.S. holders from U.S. sources not connected to any such U.S. trade or business

conducted by us could be treated as ECI. To the extent our income is treated as ECI, non-U.S. holders generally would be subject to withholding tax on their allocable shares of such income, would be required to file a U.S. federal income tax return for such year reporting their allocable shares of income effectively connected with such trade or business and any other income treated as ECI, and would be subject to U.S. federal income tax at regular U.S. tax rates on any such income (state and local income taxes and filings may also apply in that event). Non-U.S. holders that are corporations may also be subject to a 30% branch profits tax on their allocable share of such income. In addition, certain income from U.S. sources that is not ECI allocable to non-U.S. holders will be reduced by withholding taxes imposed at the highest effective applicable tax rate. A portion of any gain recognized by a non-U.S. holder on the sale or exchange of common units could also be treated as ECI.

Tax-exempt entities face unique tax issues from owning common units that may result in adverse tax consequences to them.

In light of our intended investment activities, we may derive income that constitutes unrelated business taxable income ("UBTI"). We are under no obligation to minimize UBTI. Consequently, a holder of common units that is a tax-exempt organization may be subject to "unrelated business income tax" to the extent that its allocable share of our income consists of UBTI. A tax-exempt partner of a partnership could be treated as earning UBTI if the partnership regularly engages in a trade or business that is unrelated to the exempt function of the tax-exempt partner, if the partnership derives income from debt-financed property or if the partnership interest itself is debt-financed.

We cannot match transferors and transferees of common units, and we will therefore adopt certain income tax accounting positions that may not conform with all aspects of applicable tax requirements. The IRS may challenge this treatment, which could adversely affect the value of our common units.

Because we cannot match transferors and transferees of common units, we will adopt depreciation, amortization and other tax accounting positions that may not conform with all aspects of existing Treasury regulations. A successful IRS challenge to those positions could adversely affect the amount of tax benefits available to our common unitholders. It also could affect the timing of these tax benefits or the amount of gain on the sale of common units and could have a negative impact on the value of our common units or result in audits of and adjustments to our common unitholders' tax returns.

In addition, our taxable income and losses will be determined and apportioned among investors using conventions we regard as consistent with applicable law. As a result, if you transfer your common units, you may be allocated income, gain, loss and deduction realized by us after the date of transfer. Similarly, a transferee may be allocated income, gain, loss and deduction realized by us prior to the date of the transferee's acquisition of our common units. A transferee may also bear the cost of withholding tax imposed with respect to income allocated to a transferor through a reduction in the cash distributed to the transferee.

The sale or exchange of 50% or more of our capital and profit interests will result in the termination of our partnership for U.S. federal income tax purposes. We will be considered to have been terminated for U.S. federal income tax purposes if there is a sale or exchange of 50% or more of the total interests in our capital and profits within a twelve-month period. Our termination would, among other things, result in the closing of our taxable year for all common unitholders and could result in a deferral of depreciation deductions allowable in computing our taxable income. See "Material U.S. Federal Tax Considerations" for a description of the consequences of our termination for U.S. federal income tax purposes.

Common unitholders may be subject to state and local taxes and return filing requirements as a result of investing in our common units.

In addition to U.S. federal income taxes, our common unitholders may be subject to other taxes, including state and local taxes, unincorporated business taxes and estate, inheritance or intangible taxes

that are imposed by the various jurisdictions in which we do business or own property now or in the future, even if our common unitholders do not reside in any of those jurisdictions. Our common unitholders may also be required to file state and local income tax returns and pay state and local income taxes in some or all of these jurisdictions. Further, common unitholders may be subject to penalties for failure to comply with those requirements. It is the responsibility of each common unitholder to file all U.S. federal, state and local tax returns that may be required of such common unitholder. Our counsel has not rendered an opinion on the state or local tax consequences of an investment in our common units.

We may not be able to furnish to each unitholder specific tax information within 90 days after the close of each calendar year, which means that holders of common units who are U.S. taxpayers should anticipate the need to file annually a request for an extension of the due date of their income tax return. In addition, it is possible that common unitholders may be required to file amended income tax returns.

As a publicly traded partnership, our operating results, including distributions of income, dividends, gains, losses or deductions and adjustments to carrying basis, will be reported on Schedule K-1 and distributed to each unitholder annually. It may require longer than 90 days after the end of our fiscal year to obtain the requisite information from all lower-tier entities so that K-1s may be prepared for us. For this reason, holders of common units who are U.S. taxpayers should anticipate the need to file annually with the IRS (and certain states) a request for an extension past April 15 or the otherwise applicable due date of their income tax return for the taxable year. See "Material U.S. Federal Tax Considerations — Administrative Matters — Information Returns."

In addition, it is possible that a common unitholder will be required to file amended income tax returns as a result of adjustments to items on the corresponding income tax returns of the partnership. Any obligation for a common unitholder to file amended income tax returns for that or any other reason, including any costs incurred in the preparation or filing of such returns, are the responsibility of each common unitholder.

We may hold or acquire certain investments through an entity classified as a PFIC or CFC for U.S. federal income tax purposes.

Certain of our investments may be in foreign corporations or may be acquired through a foreign subsidiary that would be classified as a corporation for U.S. federal income tax purposes. Such an entity may be a PFIC or a CFC for U.S. federal income tax purposes. U.S. holders of common units indirectly owning an interest in a PFIC or a CFC may experience adverse U.S. tax consequences. See "Material U.S. Federal Tax Considerations — Consequences to U.S. Holders of Common Units — Passive Foreign Investment Companies" and "— Consequences to U.S. Holders of Common Units Controlled Foreign Companies" for additional information regarding such consequences.

Changes in U.S. tax law could adversely affect our ability to raise funds from certain foreign investors.

Under the U.S. Foreign Account Tax Compliance Act ("FATCA"), following the expiration of an initial phase in-period, a broadly defined class of foreign financial institutions are required to comply with a complicated and expansive reporting regime or be subject to certain U.S. withholding taxes. The reporting obligations imposed under FATCA require foreign financial institutions to enter into agreements with the IRS to obtain and disclose information about certain account holders and investors to the IRS. Additionally, certain non-U.S. entities that are not foreign financial institutions are required to provide certain certifications or other information regarding their U.S. beneficial ownership or be subject to certain U.S. withholding taxes. Although administrative guidance and proposed regulations have been issued, regulations implementing FATCA have not yet been finalized and it is difficult to determine at this time what impact any such guidance may have. Thus, some foreign investors may hesitate to invest in U.S. funds until there is more certainty around FATCA implementation. In addition, the administrative and economic costs of compliance with FATCA may discourage some foreign investors from investing in U.S. funds, which could adversely affect our ability to raise funds from these investors.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements, which reflect our current views with respect to, among other things, our operations and financial performance. You can identify these forward-looking statements by the use of words such as “outlook,” “believe,” “expect,” “potential,” “continue,” “may,” “will,” “should,” “seek,” “approximately,” “predict,” “intend,” “plan,” “estimate,” “anticipate” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks and uncertainties. Accordingly, there are or will be important factors that could cause actual outcomes or results to differ materially from those indicated in these statements. We believe these factors include but are not limited to those described under “Risk Factors.” These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by law.

MARKET AND INDUSTRY DATA

This prospectus includes market and industry data and forecasts that we have derived from independent consultant reports, publicly available information, various industry publications, other published industry sources and our internal data and estimates. Independent consultant reports, industry publications and other published industry sources generally indicate that the information contained therein was obtained from sources believed to be reliable.

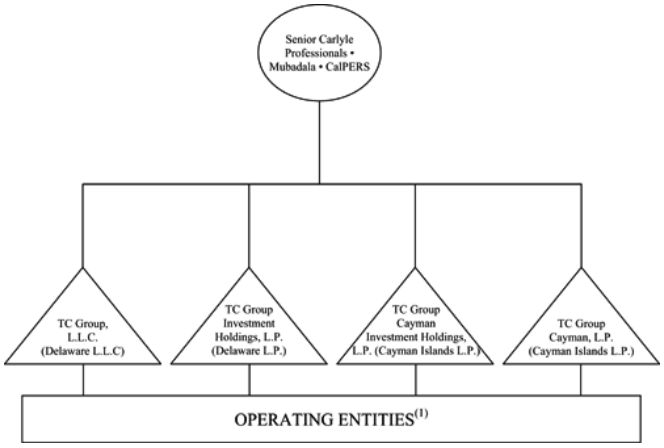
Our internal data and estimates are based upon information obtained from trade and business organizations and other contacts in the markets in which we operate and our management’s understanding of industry conditions.

ORGANIZATIONAL STRUCTURE

Our Current Organizational Structure

Our business is currently owned by four holding entities: TC Group, L.L.C., TC Group Cayman, L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P. We refer to these four holding entities collectively as the "Parent Entities." The Parent Entities are under the common ownership and control of the partners of our firm (who we refer to as our "senior Carlyle professionals") and two strategic investors that own minority interests in our business — entities affiliated with Mubadala Development Company, an Abu-Dhabi based strategic development and investment company ("Mubadala"), and California Public Employees' Retirement System ("CalPERS"). In addition, certain individuals engaged in our businesses own interests in the general partners of our existing carry funds. Certain of these individuals will contribute a portion of these interests to Carlyle Holdings as part of the reorganization. We refer to these individuals, together with the owners of the Parent Entities prior to this offering, collectively as our "existing owners."

The diagram below depicts our current organizational structure.

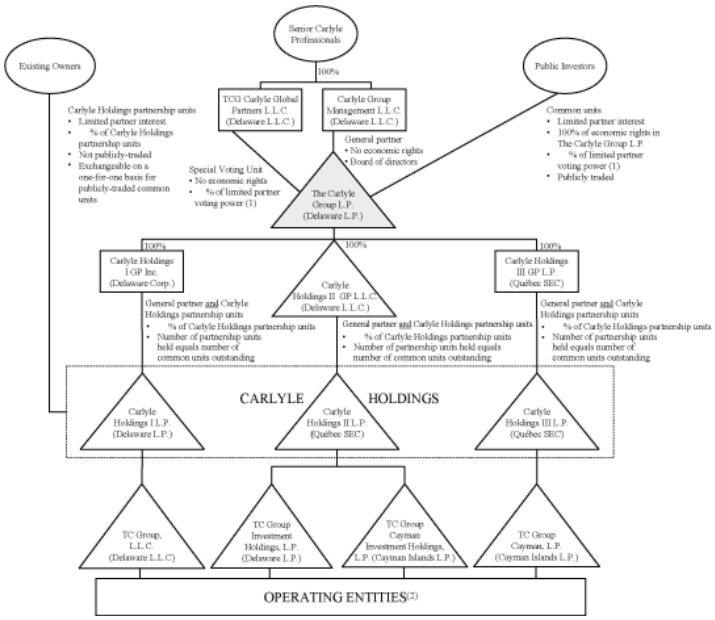


(1) Certain individuals engaged in our business own interests directly in selected subsidiaries of the Parent Entities.

Our Organizational Structure Following this Offering

Following the reorganization and this offering, The Carlyle Group L.P. will be a holding partnership and, through wholly-owned subsidiaries, will hold equity interests in three Carlyle Holdings partnerships (which we refer to collectively as "Carlyle Holdings"), which in turn will own the four Parent Entities. The Carlyle Group L.P. was formed as a Delaware limited partnership on July 18, 2011. The Carlyle Group L.P. has not engaged in any other business or other activities except in connection with the Reorganization and the Offering Transactions described below. Through its wholly-owned subsidiaries, The Carlyle Group L.P. will be the sole general partner of each of the Carlyle Holdings partnerships. Accordingly, The Carlyle Group L.P. will operate and control all of the business and affairs of Carlyle Holdings and will consolidate the financial results of the Carlyle Holdings partnerships and its consolidated subsidiaries, and the ownership interest of the limited partners of the Carlyle Holdings partnerships will be reflected as a non-controlling interest in The Carlyle Group L.P.'s consolidated financial statements. At the time of this offering, our existing owners will be the only limited partners of the Carlyle Holdings partnerships.

The diagram below (which omits certain wholly-owned intermediate holding companies) depicts our organizational structure immediately following this offering. As discussed in greater detail below and in this section, The Carlyle Group L.P. will hold, through wholly-owned subsidiaries, a number of Carlyle Holdings partnership units that is equal to the number of common units that The Carlyle Group L.P. has issued and will benefit from the income of Carlyle Holdings to the extent of its equity interests in the Carlyle Holdings partnerships. While the holders of common units of The Carlyle Group L.P. will be entitled to all of the economic rights in The Carlyle Group L.P. immediately following this offering, our existing owners will, like the wholly-owned subsidiaries of The Carlyle Group L.P., hold Carlyle Holdings partnership units that entitle them to economic rights in Carlyle Holdings to the extent of their equity interests in the Carlyle Holdings partnerships. Public investors will not directly hold equity interests in the Carlyle Holdings partnerships.



(1) The Carlyle Group L.P. common unitholders will have only limited voting rights and will have no right to remove our general partner or, except in limited circumstances, elect the directors of our general partner. TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit in The Carlyle Group L.P. that will entitle it, on those few matters that may be submitted for a vote of The Carlyle Group L.P. common unitholders, to participate in the vote on the same basis as the common unitholders and provide it with a number of votes that is equal to the aggregate number of vested and unvested partnership units in Carlyle Holdings held by the limited partners of Carlyle Holdings on the relevant record date. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Withdrawal or Removal of the General Partner," "— Meetings; Voting" and "— Election of Directors of General Partner."

(2) Certain individuals engaged in our business will continue to own interests directly in selected operating subsidiaries including, in certain instances, entities that receive management fees from funds that we advise. The Carlyle Holdings partnerships will also directly own interests in selected operating subsidiaries.

The Carlyle Group L.P. intends to conduct all of its material business activities through Carlyle Holdings. Each of the Carlyle Holdings partnerships was formed to hold our interests in different businesses. We expect that Carlyle Holdings I L.P. will own all of our U.S. fee-generating businesses and many of our non-U.S. fee-generating businesses, as well as our carried interests (and other investment interests) that are expected to derive income that would not be qualifying income for purposes of the U.S. federal income tax publicly-traded partnership rules and certain of our carried interests (and other investment interests) that do not relate to investments in stock of corporations or in debt, such as equity investments in entities that are pass-through for U.S. federal income tax purposes. We anticipate that Carlyle Holdings II L.P. will hold a variety of assets, including our carried interests in many of the investments by our carry funds in entities that are treated as domestic corporations for U.S. federal income tax purposes and in certain non-U.S. entities. Certain of our non-U.S. fee-generating businesses be held by Carlyle Holdings III L.P.

Accordingly, following the reorganization, subsidiaries of Carlyle Holdings generally will be entitled to:

- all management fees payable in respect of all current and future investment funds that we advise, as well as the fees for transaction advisory and oversight services that may be payable by these investment funds' portfolio companies (subject to certain third-party interests, as described below);
- all carried interest earned in respect of all current and future carry funds that we advise (subject to certain third-party interests, including those described below and to the allocation to our investment professionals who work in these operations of a portion of this carried interest as described below);
- all incentive fees (subject to certain interests in Claren Road and ESG and, with respect to other funds earning incentive fees, any performance-related allocations to investment professionals); and
- all returns on investments of our own balance sheet capital that we make following this offering (as well as on existing investments with an aggregate value of approximately $ million as of September 30, 2011).

In certain cases, the entities that receive management fees from our investment funds are owned by Carlyle together with other persons. For example, management fees from our energy and renewables funds are received by an entity we own together with Riverstone, and the Claren Road, ESG and AlpInvest management companies are partially owned by the respective founders and managers of these businesses. We may have similar arrangements with respect to the ownership of the entities that advise our funds in the future.

In order to better align the interests of our senior Carlyle professionals and the other individuals who manage our carry funds with our own interests and with those of the investors in these funds, such individuals are allocated directly a portion of the carried interest in our carry funds. Prior to the reorganization, the level of such allocations vary by fund, but generally are at least 50% of the carried interests in the fund. As a result of the reorganization, the allocations to these individuals will be approximately 45% of all carried interest, on a blended average basis, earned in respect of investments made prior to the date of the reorganization and approximately 45% of any carried interest that we earn in respect of investments made from and after the date of the reorganization, in each case with the exception of the Riverstone funds, where we will retain essentially all of the carry to which we are entitled under our arrangements for those funds. In addition, under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to our fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and 60% of the carried interest in respect of all other commitments (including all future commitments from third parties). See "Business — Structure and Operation of Our Investment Funds — Incentive Arrangements/Fee Structure."

The Carlyle Group L.P. has formed wholly-owned subsidiaries to serve as the general partners of the Carlyle Holdings partnerships: Carlyle Holdings I GP Inc., Carlyle Holdings II GP L.L.C. and Carlyle Holdings III GP L.P. We refer to Carlyle Holdings I GP Inc., Carlyle Holdings II GP L.L.C. and Carlyle Holdings III GP L.P. collectively as the "Carlyle Holdings General Partners." Carlyle Holdings I GP Inc. is a newly-formed Delaware corporation that is a domestic corporation for U.S. federal income tax purposes; Carlyle Holdings II GP L.L.C. is a newly-formed Delaware limited liability company that is a disregarded entity and not an association taxable as a corporation for U.S. federal income tax purposes; and Carlyle Holdings III GP L.P. is a newly-formed Québec *société en commandite* that is a foreign corporation for U.S. federal income tax purposes. Carlyle Holdings I GP Inc. and Carlyle Holdings III GP L.P. will serve as the general partners of Carlyle Holdings I L.P. and Carlyle Holdings III L.P., respectively, either directly or indirectly through wholly-owned subsidiaries that are disregarded for federal income tax purposes. See "Material U.S. Federal Tax Considerations — Taxation of our Partnership and the Carlyle Holdings Partnerships" for more information about the tax treatment of The Carlyle Group L.P. and Carlyle Holdings.

Each of the Carlyle Holdings partnerships will have an identical number of partnership units outstanding, and we use the terms "Carlyle Holdings partnership unit" or "partnership unit in/of Carlyle Holdings" to refer collectively to a partnership unit in each of the Carlyle Holdings partnerships. The Carlyle Group L.P. will hold, through wholly-owned subsidiaries, a number of Carlyle Holdings partnership units equal to the number of common units that The Carlyle Group L.P. has issued. The Carlyle Holdings partnership units that will be held by The Carlyle Group L.P.'s wholly-owned subsidiaries will be economically identical in all respects to the Carlyle Holdings partnership units that will be held by our existing owners. Accordingly, the income of Carlyle Holdings will benefit The Carlyle Group L.P. to the extent of its equity interest in Carlyle Holdings.

The Carlyle Group L.P. is managed and operated by our general partner, Carlyle Group Management L.L.C., to whom we refer as "our general partner," which is in turn wholly-owned by our senior Carlyle professionals. Our general partner will not have any business activities other than managing and operating us. We will reimburse our general partner and its affiliates for all costs incurred in managing and operating us, and our partnership agreement provides that our general partner will determine the expenses that are allocable to us. Although there are no ceilings on the expenses for which we will reimburse our general partner and its affiliates, the expenses to which they may be entitled to reimbursement from us, such as director fees, are not expected to be material.

Unlike the holders of common stock in a corporation, our common unitholders will have only limited voting rights and will have no right to remove our general partner or, except in the limited circumstances described below, elect the directors of our general partner. In addition, TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit that provides it with a number of votes on any matter that may be submitted for a vote of our common unitholders that is equal to the aggregate number of vested and unvested Carlyle Holdings partnership units held by the limited partners of Carlyle Holdings. We refer to our common units (other than those held by any person whom our general partner may from time to time with such person's consent designate as a non-voting common unitholder) and our special voting units as "voting units." Our common unitholders' voting rights will be further restricted by the provision in our partnership agreement stating that any common units held by a person that beneficially owns 20% or more of any class of The Carlyle Group L.P. common units then outstanding (other than our general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates) cannot be voted on any matter.

In general, our common unitholders will have no right to elect the directors of our general partner. However, when our Senior Carlyle professionals and other then-current or former Carlyle personnel hold less than 10% of the limited partner voting power, our common unitholders will have the right to vote in the election of the directors of our general partner. This voting power condition will be measured on January 31 of each year, and will be triggered if the total voting power held by holders of the special voting units in The Carlyle Group L.P. (including voting units held by our

general partner and its affiliates) in their capacity as such, or otherwise held by then-current or former Carlyle personnel (treating voting units deliverable to such persons pursuant to outstanding equity awards as being held by them), collectively, constitutes less than 10% of the voting power of the outstanding voting units of The Carlyle Group L.P. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Election of Directors of General Partner." Unless and until the foregoing voting power condition is satisfied, our general partner's board of directors will be elected in accordance with its limited liability company agreement, which provides that directors may be appointed and removed by members of our general partner holding a majority in interest of the voting power of the members, which voting power is allocated to each member ratably according to his or her aggregate ownership of our common units and partnership units. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Election of Directors of General Partner."

Reorganization

Restructuring of Certain Third Party Interests. Certain existing and former owners of the Parent Entities (including CalPERS and former and current senior Carlyle professionals) have beneficial interests in investments in or alongside our funds that were funded by such persons indirectly through the Parent Entities. In order to minimize the extent of third-party ownership interests in firm assets, prior to the completion of the offering we will (i) distribute a portion of these interests (approximately $ million as of September 30, 2011) to their beneficial owners so that they are held directly by such persons and are no longer consolidated in our financial statements and (ii) restructure the remainder of these interests (approximately $ million as of September 30, 2011) so that they are reflected as non-controlling interests in our financial statements. In addition, prior to the offering the Parent Entities will restructure ownership of certain carried interest rights allocated to former owners so that such carried interest rights will be reflected as non-controlling interests in our financial statements. Such restructured carried interest rights accounted for approximately $ million of our performance fee revenue for the year ended December 31, 2010 and approximately $ million of our performance fee revenue for the nine months ended September 30, 2011. See "Unaudited Pro Forma Financial Information."

Distribution of Earnings and Accumulated Cash. Prior to the date of the offering the Parent Entities will also make to their owners one or more cash distributions of previously undistributed earnings and accumulated cash totaling $. These distributions will permit the existing owners to realize, in part, the earnings and cash accumulated by our business during the period of their ownership prior to this offering.

Conversion of Notes. In December 2010, entities affiliated with Mubadala, which made an initial investment in our business in October 2007, invested an additional $500 million in Carlyle in exchange for (i) equity interests in Carlyle and (ii) $500 million aggregate principal amount of convertible subordinated notes due December 31, 2020. On October 20, 2011, we borrowed $265.5 million under the revolving credit facility of our existing senior secured credit facility to redeem $250 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. As a result, an aggregate of $250 million principal amount of notes remained outstanding as of such date. Immediately prior to the contribution of the Parent Entities to Carlyle Holdings as described below, the notes will be converted into additional equity interests in the Parent Entities. The amount of additional equity interests in the Parent Entities which Mubadala will receive upon conversion of the notes will be determined based on the initial public offering price of the common units in this offering. More specifically, Mubadala will receive upon conversion of the notes that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings as described below, entitle Mubadala to a number of Carlyle Holdings partnership units that is equal to the quotient of $250 million (plus any accrued and unpaid interest on the notes) divided by the product of .925 multiplied by the initial public offering price per common unit in this offering. Based on an assumed initial offering price of $ per common unit (the midpoint of the range indicated on the front cover of this prospectus), Mubadala will be entitled

upon conversion of the notes to that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings as described below, entitle Mubadala to Carlyle Holdings partnership units. A $1.00 increase in the assumed initial offering price per common unit would decrease the number of Carlyle Holdings partnership units to which Mubadala is entitled by partnership units. A $1.00 decrease in the assumed initial public offering price per common unit would increase the number of Carlyle Holdings partnership units to which Mubadala is entitled by partnership units. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Our Balance Sheet and Indebtedness — Subordinated Notes Payable to Mubadala" and "Pricing Sensitivity Analysis."

Contribution of the Parent Entities and Other Interests to Carlyle Holdings. Prior to the completion of this offering:

- our senior Carlyle professionals, Mubadala and CalPERS will contribute all of their interests in:
  - TC Group, L.L.C. to Carlyle Holdings I L.P.;
  - TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P. to Carlyle Holdings II L.P.; and
  - TC Group Cayman, L.P. to Carlyle Holdings III L.P.; and
- our senior Carlyle professionals and other individuals engaged in our business will contribute to the Carlyle Holdings partnerships a portion of the equity interests they own in the general partners of our existing carry funds.

In consideration of these contributions our existing owners will receive an aggregate of Carlyle Holdings partnership units.

Under the terms of the partnership agreements of the Carlyle Holdings partnerships, all of the Carlyle Holdings partnership units received by our existing owners in the reorganization will be subject to restrictions on transfer and, with the exception of Mubadala and CalPERS, minimum retained ownership requirements. In addition, approximately % of the Carlyle Holdings partnership units received by our existing owners who are our employees will not be vested and, with specified exceptions, will be subject to forfeiture if the employee ceases to be employed by us prior to vesting. Holders of our Carlyle Holdings partnership units (other than Mubadala and CalPERS), including our founders and our other senior Carlyle professionals, will be prohibited from transferring or exchanging any such units until the anniversary of this offering without our consent. See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions." The Carlyle Holdings partnership units held by Mubadala and CalPERS will be subject to transfer restrictions as described below under "Common Units Eligible For Future Sale — Lock-Up Arrangements."

We refer to the above-described restructuring and purchase of third-party interests, distribution of earnings and accumulated cash, conversion of notes and contribution of the Parent Entities and other interests to Carlyle Holdings, collectively, as the "Reorganization."

Exchange Agreement; Tax Receivable Agreement

At the time of this offering, we will enter into an exchange agreement with limited partners of the Carlyle Holdings partnerships so that these holders, subject to the vesting and minimum retained ownership requirements and transfer restrictions set forth in the partnership agreements of the Carlyle Holdings partnerships, will have the right on a quarterly basis, from and after the first anniversary date of the closing of this offering (subject to the terms of the exchange agreement), to exchange their Carlyle Holdings partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings partnerships to effect an exchange for a common unit. As the number of Carlyle Holdings partnership units held by the limited partners of the Carlyle Holdings partnerships declines, the number of votes to which TCG Carlyle Global Partners L.L.C. is entitled as a result of

its ownership of the special voting unit will be correspondingly reduced. See “Certain Relationships and Related Person Transactions — Exchange Agreement.”

Future exchanges of Carlyle Holdings partnership units are expected to result in transfers of and increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, primarily attributable to a portion of the goodwill inherent in our business. These transfers and increases in tax basis will increase (for tax purposes) depreciation and amortization and therefore reduce the amount of tax that certain of our subsidiaries, including Carlyle Holdings I GP Inc., which we refer to as the “corporate taxpayers,” would otherwise be required to pay in the future. This increase in tax basis may also decrease gain (or increase loss) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. We will enter into a tax receivable agreement with our existing owners whereby the corporate taxpayers will agree to pay to our existing owners 85% of the amount of cash tax savings, if any, in U.S. federal, state and local income tax that it realizes as a result of these increases in tax basis and, in limited cases, transfers or prior increases in tax basis. See “Certain Relationships and Related Person Transactions — Tax Receivable Agreement.”

Offering Transactions

We estimate that the net proceeds to The Carlyle Group L.P. from this offering, after deducting estimated underwriting discounts, will be approximately $, or $ if the underwriters exercise in full their option to purchase additional common units. The Carlyle Group L.P. intends to use all of these proceeds to purchase newly issued Carlyle Holdings partnership units from Carlyle Holdings. See “Use of Proceeds.” Accordingly, The Carlyle Group L.P. will hold, through the Carlyle Holdings general partners, a number of Carlyle Holdings partnership units equal to the aggregate number of common units that The Carlyle Group L.P. has issued in connection with this offering from Carlyle Holdings.

At the time of this offering, we intend to grant to our employees deferred restricted units and phantom deferred restricted units. Additional common units and Carlyle Holdings partnership units will be available for future grant under our Equity Incentive Plan, which plan provides for automatic annual increases in the number of units available for future issuance. See “Management — IPO Date Equity Awards.”

We refer to the above described transactions as the “Offering Transactions.”

As a result, assuming an initial public offering price of $ per common unit, immediately following the Offering Transactions:

- The Carlyle Group L.P., through its wholly-owned subsidiaries, will hold partnership units in Carlyle Holdings (or partnership units if the underwriters exercise in full their option to purchase additional common units) and will, through its wholly-owned subsidiaries, be the sole general partner of each of the Carlyle Holdings partnerships and, through Carlyle Holdings and its subsidiaries, operate the Contributed Businesses;
- our existing owners will hold vested partnership units and unvested partnership units in Carlyle Holdings;
- investors in this offering will hold common units (or common units if the underwriters exercise in full their option to purchase additional common units); and
- on those few matters that may be submitted for a vote of the limited partners of The Carlyle Group L.P., such as the approval of amendments to the limited partnership agreement of The Carlyle Group L.P. that the limited partnership agreement does not authorize our general

partner to approve without the consent of the limited partners and the approval of certain mergers or sales of all or substantially all of our assets:

- investors in this offering will collectively have % of the voting power of The Carlyle Group L.P. limited partners (or % if the underwriters exercise in full their option to purchase additional common units) and
- our existing owners will collectively have % of the voting power of The Carlyle Group L.P. limited partners (or % if the underwriters exercise in full their option to purchase additional common units).

These percentages correspond with the percentages of the Carlyle Holdings partnership units that will be held by The Carlyle Group L.P. through its wholly-owned subsidiaries, on the one hand, and by our existing owners, on the other hand.

See "Pricing Sensitivity Analysis" to see how some of the information presented above would be affected by an initial public offering price per common unit at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus.

Holding Partnership Structure

As discussed in "Material U.S. Federal Tax Considerations," The Carlyle Group L.P. will be treated as a partnership and not as a corporation for U.S. federal income tax purposes. An entity that is treated as a partnership for U.S. federal income tax purposes is not a taxable entity and incurs no U.S. federal income tax liability. Instead, each partner is required to take into account its allocable share of items of income, gain, loss and deduction of the partnership in computing its U.S. federal income tax liability, regardless of whether or not cash distributions are made. Investors in this offering will become partners in The Carlyle Group L.P. Distributions of cash by a partnership to a partner are generally not taxable unless the amount of cash distributed to a partner is in excess of the partner's adjusted basis in its partnership interest. However, our partnership agreement does not restrict our ability to take actions that may result in our being treated as an entity taxable as a corporation for U.S. federal (and applicable state) income tax purposes. See "Material U.S. Federal Tax Considerations" for a summary discussing certain U.S. federal income tax considerations related to the purchase, ownership and disposition of our common units as of the date of this prospectus.

We believe that the Carlyle Holdings partnerships will also be treated as partnerships and not as corporations for U.S. federal income tax purposes. Accordingly, the holders of partnership units in Carlyle Holdings, including The Carlyle Group L.P.'s wholly-owned subsidiaries, will incur U.S. federal, state and local income taxes on their proportionate share of any net taxable income of Carlyle Holdings. Net profits and net losses of Carlyle Holdings generally will be allocated to its partners (including The Carlyle Group L.P.'s wholly-owned subsidiaries) pro rata in accordance with the percentages of their respective partnership interests. Because The Carlyle Group L.P. will indirectly own % of the total partnership units in Carlyle Holdings (or % if the underwriters exercise in full their option to purchase additional common units), The Carlyle Group L.P. will indirectly be allocated % of the net profits and net losses of Carlyle Holdings (or % if the underwriters exercise in full their option to purchase additional common units). The remaining net profits and net losses will be allocated to the limited partners of Carlyle Holdings. These percentages are subject to change, including upon an exchange of Carlyle Holdings partnership units for The Carlyle Group L.P. common units and upon issuance of additional The Carlyle Group L.P. common units to the public. The Carlyle Group L.P. will hold, through wholly-owned subsidiaries, a number of Carlyle Holdings partnership units equal to the number of common units that The Carlyle Group L.P. has issued.

After this offering, we intend to cause Carlyle Holdings to make distributions to its partners, including The Carlyle Group L.P.'s wholly-owned subsidiaries, in order to fund any distributions The Carlyle Group L.P. may declare on the common units. If Carlyle Holdings makes such

distributions, the limited partners of Carlyle Holdings will be entitled to receive equivalent distributions pro rata based on their partnership interests in Carlyle Holdings. Because Carlyle Holdings I GP Inc. must pay taxes and make payments under the tax receivable agreement, the amounts ultimately distributed by The Carlyle Group L.P. to common unitholders are expected to be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings partnerships to the limited partners of Carlyle Holdings in respect of their Carlyle Holdings partnership units.

The partnership agreements of the Carlyle Holdings partnerships will provide for cash distributions, which we refer to as "tax distributions," to the partners of such partnerships if the wholly-owned subsidiaries of The Carlyle Group L.P. which are the general partners of the Carlyle Holdings partnerships determine that the taxable income of the relevant partnership will give rise to taxable income for its partners. Generally, these tax distributions will be computed based on our estimate of the net taxable income of the relevant partnership allocable to a partner multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate prescribed for an individual or corporate resident in New York, New York (taking into account the non-deductibility of certain expenses and the character of our income). If we had effected the Reorganization on January 1, 2011, the assumed effective tax rate for 2011 would have been approximately 46%. The Carlyle Holdings partnerships will make tax distributions only to the extent distributions from such partnerships for the relevant year were otherwise insufficient to cover such tax liabilities. The Carlyle Group L.P. is not required to distribute to its common unitholders any of the cash that its wholly-owned subsidiaries may receive as a result of tax distributions by the Carlyle Holdings partnerships.

USE OF PROCEEDS

We estimate that the net proceeds to The Carlyle Group L.P. from this offering, after deducting estimated underwriting discounts, will be approximately $, or $ if the underwriters exercise in full their option to purchase additional common units.

The Carlyle Group L.P. intends to use all of these proceeds to purchase newly issued Carlyle Holdings partnership units from Carlyle Holdings, as described under "Organizational Structure — Offering Transactions." We intend to cause Carlyle Holdings to use approximately $ of these proceeds to repay outstanding indebtedness and the remainder for general corporate purposes, including general operational needs, growth initiatives, acquisitions and strategic investments and to fund capital commitments to, and other investments in and alongside of, our investment funds. We anticipate that the acquisitions we may pursue will be those that would broaden our platform where we believe we can provide investors with differentiated products to meet their needs. Carlyle Holdings will also bear or reimburse The Carlyle Group L.P. for all of the expenses of this offering, which we estimate will be approximately $.

See "Pricing Sensitivity Analysis" to see how the information presented above would be affected by an initial public offering price per common unit at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus.

CASH DISTRIBUTION POLICY

Our general partner currently intends to cause The Carlyle Group L.P. to make quarterly distributions to our common unitholders of its share of distributions from Carlyle Holdings, net of taxes and amounts payable under the tax receivable agreement as described below. We currently anticipate that we will cause Carlyle Holdings to make quarterly distributions to its partners, including The Carlyle Group L.P.'s wholly owned subsidiaries, that will enable The Carlyle Group L.P. to pay a quarterly distribution of $ per common unit. In addition, we currently anticipate that we will cause Carlyle Holdings to make annual distributions to its partners, including The Carlyle Group L.P.'s wholly owned subsidiaries, in an amount that, taken together with the other above-described quarterly distributions, represents substantially all of our Distributable Earnings in excess of the amount determined by our general partner to be necessary or appropriate to provide for the conduct of our business, to make appropriate investments in our business and our funds or to comply with applicable law or any of our financing agreements. We anticipate that the aggregate amount of our distributions for most years will be less than our Distributable Earnings for that year due to these funding requirements.

Notwithstanding the foregoing, the declaration and payment of any distributions will be at the sole discretion of our general partner, which may change our distribution policy at any time. Our general partner will take into account:

- general economic and business conditions;
- our strategic plans and prospects;
- our business and investment opportunities;
- our financial condition and operating results, including our cash position, our net income and our realizations on investments made by our investment funds;
- 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 credit facility;
- legal, tax and regulatory restrictions;
- other constraints on the payment of distributions by us to our common unitholders or by our subsidiaries to us; and
- such other factors as our general partner may deem relevant.

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

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

Because our wholly-owned subsidiaries must pay taxes and make payments under the tax receivable agreement, the amounts ultimately distributed by us to our common unitholders are expected to be less, on a per unit basis, than the amounts distributed by the Carlyle Holdings

partnerships to the limited partners of the Carlyle Holdings partnerships in respect of their Carlyle Holdings partnership units.

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

Under the Delaware Limited Partnership Act, we may not make a distribution to a partner if after the distribution all our liabilities, other than liabilities to partners on account of their partnership interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of our assets. If we were to make such an impermissible distribution, any limited partner who received a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Limited Partnership Act would be liable to us for the amount of the distribution for three years. In addition, the terms of our credit facility provide certain limits on our ability to make distributions. See "Management's Discussion and Analysis of Financial Condition and Results of Operation — Liquidity and Capital Resources."

In addition, Carlyle Holdings' cash flow from operations may be insufficient to enable it to make required minimum tax distributions to its partners, in which case Carlyle Holdings 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 operations, new investments or unanticipated capital expenditures, should the need arise.

Our historical cash distributions include compensatory payments to our senior Carlyle professionals, which we have historically accounted for as distributions from equity rather than as employee compensation, and also include distributions in respect of co-investments made by the owners of the Parent Entities indirectly through the Parent Entities. Distributions related to co-investments are allocable solely to the individuals that funded those co-investments and would not be distributable to our common unitholders. Additionally, the 2010 Mubadala investment was a non-recurring transaction that resulted in a distribution to the existing owners of the Parent Entities in 2010. The following table presents our historical cash distributions, including and excluding

compensatory payments, distributions related to co-investments and the distribution in 2010 related to the Mubadala investment, and our historical Distributable Earnings (amounts in millions):

	Nine Months Ended September 30, 2011	Year Ended December 31, 2010	2009	2008
Cash distributions to the owners of the Parent Entities	$ 1,040.9	$ 787.8	$ 215.6	$ 253.9
Compensatory payments	(411.8)	(258.7)	(179.1)	(95.0)
Distributions related to co-investments	(81.0)	(24.8)	(9.5)	(15.1)
Distribution related to 2010 Mubadala investment	—	(398.5)	—	—
Cash distributions, net of compensatory payments, distributions related to co-investments and distributions related to the Mubadala investment	$ 548.1	$ 105.8	$ 27.0	$ 143.8
Distributable Earnings	$ 617.0	$ 342.5	$ 165.3	$ 251.9

During the full years of 2011 and 2010, cash distributions by the Parent Entities, net of compensatory payments, distributions in respect of co-investments and distributions related to the Mubadala investment, to our named executive officers were $134,014,191 and $20,320,428 to Mr. Conway, $134,014,121 and $20,320,432 to Mr. D'Aniello, $134,014,125 and $20,320,481 to Mr. Rubenstein, $9,834,638 and $1,478,772 to Mr. Youngkin, $81,930 and $0 to Ms. Friedman and $272,492 and $68,351 to Mr. Ferguson. See "Management — Executive Compensation" and "Certain Relationships and Related Person Transactions — Investments In and Alongside Carlyle Funds" for a discussion of compensatory payments and distributions in respect of co-investments, respectively, to our named executive officers.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of September 30, 2011:

- on a historical basis; and
- on a pro forma basis for The Carlyle Group L.P. giving effect to the transactions described under "Unaudited Pro Forma Financial Information," including the repayment of indebtedness with a portion of the proceeds from this offering as described in "Use of Proceeds."

You should read this table together with the information contained in this prospectus, including "Organizational Structure," "Use of Proceeds," "Unaudited Pro Forma Financial Information," "Selected Historical Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical financial statements and related notes included elsewhere in this prospectus.

	September 30, 2011	
	Actual	Pro Forma
	(Dollars in millions)	
Cash and cash equivalents	$ 712.6	$
Loans payable	$ 698.5	$
Subordinated loan payable to Mubadala	520.0	
Loans payable of Consolidated Funds	10,100.8	
Redeemable non-controlling interests in consolidated entities	1,796.8	
Members' equity	772.6	
Accumulated other comprehensive loss	(31.7)	
Equity appropriated for Consolidated Funds	648.8	
Non-controlling interests in consolidated entities	8,197.7	
Total capitalization	$ 22,703.5	$

See "Pricing Sensitivity Analysis" to see how the information presented above would be affected by an initial public offering price per common unit at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus or if the underwriters' option to purchase additional common units is exercised in full.

DILUTION

If you invest in our common units, your interest will be diluted to the extent of the difference between the initial public offering price per common unit of our common units and the pro forma net tangible book value per common unit of our common units after this offering. Dilution results from the fact that the per common unit offering price of the common units is substantially in excess of the pro forma net tangible book value per common unit attributable to our existing owners.

Our pro forma net tangible book value as of September 30, 2011 was approximately $, or $ per common unit. Pro forma net tangible book value represents the amount of total tangible assets less total liabilities, after giving effect to the Reorganization, and pro forma net tangible book value per common unit represents pro forma net tangible book value divided by the number of common units outstanding, after giving effect to the Reorganization and treating as outstanding common units issuable upon exchange of outstanding partnership units in Carlyle Holdings (other than those held by The Carlyle Group L.P.'s wholly-owned subsidiaries) on a one-for-one basis.

After giving effect to the transactions described under "Unaudited Pro Forma Financial Information," including the repayment of indebtedness with a portion of the proceeds from this offering as described in "Use of Proceeds," our adjusted pro forma net tangible book value as of September 30, 2011 would have been $, or $ per common unit. This represents an immediate increase in net tangible book value of $ per common unit to our existing owners and an immediate dilution in net tangible book value of $ per common unit to investors in this offering.

The following table illustrates this dilution on a per common unit basis assuming the underwriters do not exercise their option to purchase additional common units:

Assumed initial public offering price per common unit		$
Pro forma net tangible book value per common unit as of September 30, 2011	$	
Increase in pro forma net tangible book value per common unit attributable to investors in this offering	$	
Adjusted pro forma net tangible book value per common unit after the offering		$
Dilution in adjusted pro forma net tangible book value per common unit to investors in this offering		$

See "Pricing Sensitivity Analysis" to see how some of the information presented above would be affected by an initial public offering price per common unit at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus or if the underwriters exercise in full their option to purchase additional common units.

Because our existing owners do not own any of our common units, in order to present more meaningfully the dilutive impact on the investors in this offering we have calculated dilution in pro forma net tangible book value per common unit to investors in this offering by dividing pro forma net tangible book value by a number of common units that includes common units issuable upon exchange of outstanding partnership units in Carlyle Holdings (other than those held by The Carlyle Group L.P.'s wholly-owned subsidiaries) on a one-for-one basis.

The following table summarizes, on the same pro forma basis as of September 30, 2011, the total number of common units purchased from us, the total cash consideration paid to us and the average price per common unit paid by our existing owners and by new investors purchasing common units in this offering, assuming that all of the holders of partnership units in Carlyle Holdings (other than

The Carlyle Group L.P.'s wholly-owned subsidiaries) exchanged their Carlyle Holdings partnership units for our common units on a one-for-one basis.

	Common Units Purchased		Total Consideration		Average Price per Common Unit
	Number	Percent	Amount	Percent	
			(Dollars in millions)		
Existing equityholders		%	$	%	$
Investors in this offering		%	$	%	$
Total		%	$	%	$

SELECTED HISTORICAL FINANCIAL DATA

The following selected historical combined financial and other data of Carlyle Group, which comprises TC Group, L.L.C., TC Group Cayman L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P., as well as their majority-owned subsidiaries, which are under common ownership and control by our individual senior Carlyle professionals, CalPERS and entities affiliated with Mubadala, should be read together with "Organizational Structure," "Unaudited Pro Forma Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and related notes included elsewhere in this prospectus. Carlyle Group is considered our predecessor for accounting purposes, and its combined financial statements will be our historical financial statements following this offering.

We derived the selected historical combined and consolidated statements of operations data of Carlyle Group for each of the years ended December 31, 2010, 2009 and 2008 and the selected historical combined and consolidated balance sheet data as of December 31, 2010 and 2009 from our audited combined and consolidated financial statements which are included elsewhere in this prospectus. We derived the selected historical condensed combined and consolidated statements of operations data of Carlyle Group for the nine months ended September 30, 2011 and 2010 and the selected historical condensed combined and consolidated balance sheet data as of September 30, 2011 from our unaudited condensed combined and consolidated financial statements which are included elsewhere in this prospectus. We derived the selected historical condensed combined and consolidated statements of operations data of Carlyle Group for the years ended December 31, 2007 and 2006 and the selected condensed combined and consolidated balance sheet data as of December 31, 2008, 2007 and 2006 from our audited combined and consolidated financial statements which are not included in this prospectus. The combined and consolidated financial statements of Carlyle Group have been prepared on substantially the same basis for all historical periods presented; however, the consolidated funds are not the same entities in all periods shown due to changes in U.S. GAAP, changes in fund terms and the creation and termination of funds.

Net income (loss) is determined in accordance with U.S. GAAP for partnerships and is not comparable to net income of a corporation. All distributions and compensation for services rendered by Carlyle's individual partners have been reflected as distributions from equity rather than compensation expense in the historical combined and consolidated financial statements.

The selected historical combined and consolidated financial data is not indicative of the expected future operating results of The Carlyle Group L.P. following the Reorganization and the Offering Transactions. Prior to this offering, we will complete a series of transactions pursuant to which our business will be reorganized into a holding partnership structure as described in "Organizational Structure" whereby, among other things, the Parent Entities will distribute to our existing owners certain investments and equity interests that will not be contributed to Carlyle Holdings. See "Organizational Structure" and "Unaudited Pro Forma Financial Information."

	Nine Months Ended September 30,		Year Ended December 31,				
	2011	2010	2010	2009	2008	2007	2006
				(Dollars in millions)			
Statement of Operations Data							
Revenues							
Fund management fees	$ 683.2	$ 566.2	$ 770.3	$ 788.1	$ 811.4	$ 668.9	$ 186.3
Performance fees							
Realized	870.1	92.4	266.4	11.1	59.3	1,013.1	63.7
Unrealized	(133.6)	220.8	1,215.6	485.6	(944.0)	376.7	42.3
Total performance fees	736.5	313.2	1,482.0	496.7	(884.7)	1,389.8	106.0
Investment income (loss)	56.6	43.3	72.6	5.0	(104.9)	75.6	7.6
Interest and other income	15.6	15.7	21.4	27.3	38.2	36.3	22.9
Interest and other income of Consolidated Funds	521.6	318.4	452.6	0.7	18.7	51.9	41.3
Total Revenues	2,013.5	1,256.8	2,798.9	1,317.8	(121.3)	2,222.5	364.1
Expenses							
Compensation and benefits	331.7	261.9	429.0	348.4	97.4	775.5	500.2
General, administrative and other expenses	224.7	105.4	177.2	236.6	245.1	234.3	160.2
Interest	48.5	13.5	17.8	30.6	46.1	15.9	4.4
Interest and other expenses of Consolidated Funds	290.0	162.8	233.3	0.7	6.8	38.8	126.9
Other non-operating expenses	30.0	—	—	—	—	—	—
Loss (gain) from early extinguishment of debt, net of related expenses	—	—	2.5	(10.7)	—	—	—
Equity issued for affiliate debt financing	—	—	214.0	—	—	—	—
Loss on CCC liquidation	—	—	—	—	147.0	—	
Total Expenses	924.9	543.6	1,073.8	605.6	542.4	1,064.5	791.7
Other Income (Loss)							
Net investment gains (losses) of Consolidated Funds	(618.2)	173.7	(245.4)	(33.8)	162.5	300.4	6,503.5
Income (loss) before provision for income taxes	470.4	886.9	1,479.7	678.4	(501.2)	1,458.4	6,075.9
Provision for income taxes	25.7	14.5	20.3	14.8	12.5	15.2	14.7
Net income (loss)	444.7	872.4	1,459.4	663.6	(513.7)	1,443.2	6,061.2
Net income (loss) attributable to non-controlling interests in consolidated entities	(473.4)	301.3	(66.2)	(30.5)	94.5	182.4	4,923.8
Net income (loss) attributable to Carlyle Group	$ 918.1	$ 571.1	$ 1,525.6	$ 694.1	$ (608.2)	$ 1,260.8	$ 1,137.4

	As of September 30, 2011	As of December 31, 2010	2009	2008	2007	2006
			(Dollars in millions)			
Balance Sheet Data						
Cash and cash equivalents	$ 712.6	$ 616.9	$ 488.1	$ 680.8	$ 1,115.0	$ 387.0
Investments and accrued performance fees	$ 2,589.9	$ 2,594.3	$ 1,279.2	$ 702.4	$ 2,150.6	$ 1,175.4
Investments of Consolidated Funds[1]	$ 20,148.0	$ 11,864.6	$ 163.9	$ 187.0	$ 1,629.3	$ 1,364.8
Total assets	$ 25,440.3	$ 17,062.8	$ 2,509.6	$ 2,095.8	$ 5,788.3	$ 3,232.4
Loans payable	$ 698.5	$ 597.5	$ 412.2	$ 765.5	$ 691.4	$ 19.0
Subordinated loan payable to Mubadala	$ 520.0	$ 494.0	$ —	$ —	$ —	$ —
Loans payable of Consolidated Funds	$ 10,100.8	$ 10,433.5	$ —	$ —	$ 1,007.3	$ —
Total liabilities	$ 14,056.1	$ 14,170.2	$ 1,796.0	$ 1,733.3	$ 3,429.1	$ 1,068.4
Redeemable non-controlling interests in consolidated entities	$ 1,796.8	$ 694.0	$ —	$ —	$ —	$ —
Total members' equity	$ 740.9	$ 895.2	$ 437.5	$ 59.6	$ 1,256.1	$ 980.9
Equity appropriated for Consolidated Funds	$ 648.8	$ 938.5	$ —	$ —	$ —	$ —
Non-controlling interests in consolidated entities	$ 8,197.7	$ 364.9	$ 276.1	$ 302.9	$ 1,103.1	$ 1,183.1
Total equity	$ 9,587.4	$ 2,198.6	$ 713.6	$ 362.5	$ 2,359.2	$ 2,164.0

(1) The entities comprising our Consolidated Funds are not the same entities for all periods presented. As of December 31, 2006, our Consolidated Funds primarily relate to certain funds and other co-investment entities for which we are the general partner and the presumption of control by the general partner had not been overcome. In February 2007, we formed a hedge fund which we consolidated into our financial statements and included in our Consolidated Funds prospectively from that date. In December 2007, we amended most of the co-investment entities so that the presumption of control by the general partner had been overcome, and therefore we ceased to consolidate those entities prospectively from that date. In 2008, the hedge fund that we had formed in February 2007 began an orderly liquidation and ceased operations. Pursuant to revised consolidation guidance that became effective January 1, 2010, we consolidated the existing and any subsequently acquired CLOs where we hold a controlling financial interest. The consolidation or deconsolidation of funds generally has the effect of grossing up or down, respectively, reported assets, liabilities, and cash flows, and has no effect on net income attributable to Carlyle Group or members' equity.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with the historical financial statements and related notes included elsewhere in this prospectus and with the discussions under "Organizational Structure" and "Unaudited Pro Forma Financial Information." This discussion contains forward-looking statements that are subject to known and unknown risks and uncertainties, including those described under the section entitled "Risk Factors," contained elsewhere in this prospectus describing key risks associated with our business, operations and industry. Actual results may differ materially from those contained in our forward-looking statements. Percentages presented in the tables throughout our discussion and analysis of financial condition and results of operations may reflect rounding adjustments and consequently totals may not appear to sum.

The historical combined and consolidated financial data discussed below reflect the historical results of operations and financial position of Carlyle Group, which comprises TC Group, L.L.C., TC Group Cayman L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P. (collectively, the "Parent Entities"), as well as their controlled subsidiaries, which are under common ownership and control by our individual senior Carlyle professionals, entities affiliated with Mubadala Development Company, the Abu-Dhabi based strategic development and investment company ("Mubadala") and California Public Employees' Retirement System ("CalPERS"). "Senior Carlyle professionals" refer to the partners of our firm who are, together with CalPERS and Mubadala, the owners of our Parent Entities prior to the reorganization. Carlyle Group is considered our predecessor for accounting purposes, and its combined and consolidated financial statements will be our historical financial statements following this offering.

Overview

We conduct our operations through four reportable segments: Corporate Private Equity, Real Assets, Global Market Strategies and Fund of Funds Solutions. We launched operations in our Fund of Funds Solutions segment with the acquisition of a 60% equity interest in AlpInvest on July 1, 2011.

- *Corporate Private Equity* — Our Corporate Private Equity segment advises our buyout and growth capital funds, which seek a wide variety of investments of different sizes and growth potentials. As of September 30, 2011, our Corporate Private Equity segment had approximately $51 billion in AUM and approximately $39 billion in fee-earning AUM.
- *Real Assets* — Our Real Assets segment advises our U.S. and internationally focused real estate and infrastructure funds, as well as our energy and renewable resources funds. As of September 30, 2011, our Real Assets segment had approximately $30 billion in AUM and approximately $22 billion in fee-earning AUM.
- *Global Market Strategies* — Our Global Market Strategies segment advises a group of funds that pursue investment opportunities across various types of credit, equities and alternative instruments, and (as regards to certain macroeconomic strategies) currencies, commodities and interest rate products and their derivatives. As of September 30, 2011, our Global Market Strategies segment had approximately $23 billion in AUM and approximately $21 billion in fee-earning AUM.
- *Fund of Funds Solutions* — Our Fund of Funds Solutions segment was launched upon our acquisition of a 60% equity interest in AlpInvest on July 1, 2011 and advises a global private equity fund of funds program and related co-investment and secondary activities. As of September 30, 2011, AlpInvest had approximately $44 billion in AUM and approximately $30 billion in fee-earning AUM.

We earn management fees pursuant to contractual arrangements with the investment funds that we manage and fees for transaction advisory and oversight services provided to portfolio companies of these funds. We also typically receive a performance fee from an investment fund, which may be

either an incentive fee or a special residual allocation of income, which we refer to as a carried interest, in the event that specified investment returns are achieved by the fund. Under U.S. generally accepted accounting principles, we are required to consolidate some of the investment funds that we advise. However, for segment reporting purposes, we present revenues and expenses on a basis that deconsolidates these investment funds. Accordingly, our segment revenues primarily consist of fund management and related advisory fees, performance fees (consisting of incentive fees and carried interest allocations), investment income, including realized and unrealized gains on our investments in our funds and other trading securities, as well as interest and other income. Our segment expenses primarily consist of compensation and benefits expenses, including salaries, bonuses and performance payment arrangements, and general and administrative expenses.

Trends Affecting our Business

Our results of operations are affected by a variety of factors including global economic and market conditions, particularly in the United States, Europe and Asia. We believe that our investment philosophy and broad diversity of investments across industries, asset classes and geographies enhances the stability of our distributable earnings and management fee streams, reduces the volatility of our carried interest and performance fees and decreases our exposure to a negative event associated with any specific fund, investment or vintage. In general, a climate of low and stable interest rates and high levels of liquidity in the debt and equity capital markets provide a positive environment for us to generate attractive investment returns. We also believe that periods of volatility and dislocation in the capital markets present us with opportunities to invest at reduced valuations that position us for future revenue growth and to utilize investment strategies, such as our distressed debt strategies, which tend to benefit from such market conditions.

In addition to these global macro-economic and market factors, our future performance is also heavily dependent on our ability to attract new capital and investors, generate strong returns from our existing investments, deploy our funds' capital in appropriate and successful investments and meet evolving investor needs.

- *The attractiveness of the alternative asset management industry.* Our ability to attract new capital and investors is driven in part by the extent to which investors continue to see the alternative asset management industry as an attractive vehicle for capital preservation and growth. While our recent fundraising has resulted in new capital commitments at levels that remain below the historically high volume achieved during 2007 and early 2008, we believe our fundraising efforts will benefit from certain fundamental trends that include: (i) institutional investors' pursuit of higher relative investment returns which have historically been provided by top quartile alternative asset management funds; (ii) distributions to existing investors from historical commitments which could be used to fund new allocations; (iii) the entrance of new institutional investors from developing markets, including sovereign wealth funds and other entities; and (iv) increasing interest from high net worth individuals.
- *Our ability to generate strong returns.* The strength of our investment performance affects investors' willingness to commit capital to our funds. The capital we are able to attract drives the growth of our AUM and the management fees we earn. During the year ended December 31, 2010 and the nine months ended September 30, 2011, we have distributed more than $23 billion from our carry funds to our investors. Although we have recently exited several investments at attractive returns and the fair value of our funds' net assets has increased significantly with the economic recovery, there can be no assurance that these trends will continue. In addition, many of our funds across all of our business segments experienced volatility in light of the economic conditions that prevailed in 2008 and 2009, a trend which could occur again in the near- to medium-term.

  During 2008 and 2009, many economies around the world, including the U.S. economy, experienced significant declines in employment, household wealth and lending. Those events

led to a significantly diminished availability of credit and an increase in the cost of financing. The lack of credit in 2008 and 2009 materially hindered the initiation of new, large-sized transactions for our Corporate Private Equity and Real Assets segments and adversely impacted our operating results in those periods. The capital market volatility we are currently experiencing that became more pronounced beginning in August 2011 has adversely impacted valuations of a significant number of our funds' investments and fund performance. However, in contrast to 2008 and 2009, credit remains available selectively for high quality corporate transactions, though financing costs remain elevated from pre-recession levels. Finally, a significant portion of our revenues are derived from performance fees, the size of which is dependent on the success of our fund investments. A decrease in valuations of our fund investments will result in a reduction of accrued performance fees which we would expect to be most significant in Corporate Private Equity, our largest business segment.

- *Our successful deployment of capital.* Our ability to maintain and grow our revenue base is dependent upon our ability to successfully deploy the capital that our investors have committed to our funds. During the year ended December 31, 2010 and the nine months ended September 30, 2011, we have invested approximately $18 billion in new and existing investments representing an investment pace that is comparable to our investment pace during the peak of private equity capital deployment during 2006 through 2008. As of September 30, 2011, we had approximately $41 billion in capital available for investment. We believe that this puts us in a position to grow our revenues over time. Our ability to identify and execute investments which our investment professionals determine to be attractive continues to depend on a number of factors, including competition, valuation, credit availability and pricing and other general market conditions.
- *Our ability to meet evolving investor requirements.* We believe that investors will seek to deploy their investment capital in a variety of different ways, including fund investments, separate accounts and direct co-investments. We anticipate that this trend will result in a bifurcation within the global alternative asset management industry, with a limited number of large global market participants joined by numerous smaller and more specialized funds, providing investors with greater flexibility when allocating their investment capital. In addition, we expect that larger investors will seek to allocate more resources to managed accounts through which they can directly hold title to assets and better control their investments.

Our results of operations also reflect, among other things, the impact of the global financial crisis that began in mid-2007 and ultimately resulted in a deep global recession. The general tightening in credit availability adversely impacted the global investment industry, including our investment funds and their portfolio companies. This global downturn resulted in a relative scarcity of new, attractive investment opportunities and limited our ability to exit investments in our funds, which in turn reduced the carried interest we generated. We believe that our funds and their portfolio companies benefitted, however, from our efforts to work with management teams to access available liquidity, strategically reposition capital structures and focus on eliminating costs within core business operations. Beginning in the second half of 2009, the capital markets began to stabilize and recover from the economic recession and credit crisis, although they have experienced significant volatility following the downgrade by Standard & Poor's on August 5, 2011 of the long-term credit rating of U.S. Treasury debt from AAA to AA+. While access to capital markets and asset valuations have improved markedly since 2009, it is not known how extensive this recovery will be or whether it will continue. In addition, the recent speculation regarding the inability of Greece and certain other European countries to pay their national debt, the response by Eurozone policy makers to mitigate this sovereign debt crisis and the concerns regarding the stability of the Eurozone currency have created uncertainty in the credit markets. As a result, there has been a strain on banks and other financial services participants, which could have an adverse impact on our business.

We were able to make significant distributions to the investors in our carry funds in 2010 and 2011 as a result of successful realization activity in these funds. This successful realization activity

favorably impacted our realized performance fees, but negatively impacted our fee-earning AUM to the extent such realizations occured in funds whose management fees are calculated on the basis of invested capital. To the extent such successful realization activity continues in subsequent periods, we would expect a similar impact.

In addition, the investment periods for many of the large carry funds that we raised during the particularly productive period from 2007 to early 2008 are, unless extended, scheduled to expire beginning in 2012, which will result in step-downs in the applicable management fee rates for certain of these funds. Our management fee revenues will be reduced by these step-downs in management fee rates, as well as by any adverse impact on fee-earning AUM resulting from successful realization activity in our carry funds, offset by the favorable impact on fee-earning AUM and management fee revenues of our recent acquisitions and anticipated new fundraising initiatives.

As we pursue new fundraising initiatives and prepare for the demands of being a public company, we anticipate that compensation and benefits and general and administrative expenses will increase in 2012 as compared to 2011 as we continue to add staff across the firm and build out our back-office infrastructure and systems.

Recent Transactions

On December 14, 2011, we entered into an asset purchase agreement relating to the purchase of contracts connected with the management and servicing of certain CLOs. Closing of the purchase is subject to conditions, including the receipt of certain third party consents. Gross assets of these CLOs are estimated to be approximately $3 billion at September 30, 2011.

On November 18, 2011, we acquired Churchill Financial LLC and its primary asset, the CLO management contract of Churchill Financial Cayman Ltd. This CLO has total commitments of $1.25 billion at October 31, 2011. We will account for this transaction as a business combination.

On October 20, 2011, we borrowed $265.5 million under the revolving credit facility of our existing senior secured credit facility to redeem $250 million aggregate principal amount of the subordinated notes held by Mubadala for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. As a result, an aggregate of $250 million principal amount of notes remained outstanding as of such date.

On August 3, 2011, we acquired the management contract for Foothill CLO I, Ltd. (“Foothill CLO”), with gross assets estimated to be $500 million. As manager of Foothill CLO, Carlyle will be entitled to a management fee equal to 0.5% of assets per annum as well as an incentive fee if the equity investors in the CLO receive a return greater than 12% per annum.

On July 1, 2011, we completed the acquisition of a 60% interest in AlpInvest. As of July 1, 2011, we consolidate the financial position and results of operations of AlpInvest and have accounted for this transaction as a business combination.

On July 1, 2011, we completed the acquisition of 55% of ESG, an emerging markets equities and macroeconomic strategies investment manager. As of July 1, 2011, we consolidate the financial position and results of operations of ESG and have accounted for this transaction as a business combination.

On December 31, 2010, we completed the acquisition of 55% of Claren Road, a long/short credit hedge fund manager. As of December 31, 2010, we consolidate the financial position and results of operations of Claren Road, and have accounted for this transaction as a business combination.

On December 16, 2010, we issued $500.0 million in subordinated notes and equity interests in the Parent Entities to Mubadala for $494.0 million of cash (net of expense reimbursements). We have elected the fair value option to measure the subordinated notes at fair value. Changes in the fair value of this instrument are recognized in earnings and included in other non-operating expenses in the consolidated statements of operations. See “— Our Balance Sheet and Indebtedness — Subordinated Notes Payable to Mubadala.”

On December 6, 2010, we completed the acquisition of management contracts relating to four CLO vehicles previously managed by Mizuho Alternative Investment, LLC ("Mizuho"). The four CLOs totaled approximately $1.2 billion in assets at the time of acquisition. Simultaneously with this transaction, Carlyle acquired approximately $51 million par value of subordinated notes in the four CLOs from affiliates of Mizuho.

In August 2010, we completed the acquisition of management contracts relating to CLO vehicles previously managed by Stanfield Capital Partners, LLC ("Stanfield"). At acquisition, the 11 CLOs had $4.2 billion in assets.

For additional information concerning our recent transactions, please see Notes 3 and 15 to the combined and consolidated financial statements included elsewhere in this prospectus.

Reorganization

In connection with this offering we intend to effect a Reorganization described in greater detail under "Organizational Structure." The Reorganization has the following primary elements:

Restructuring of Certain Third Party Interests. Certain existing and former owners of the Parent Entities (including CalPERS and former and current senior Carlyle professionals) have beneficial interests in investments in or alongside our funds that were funded by such persons indirectly through the Parent Entities. In order to minimize the extent of third party ownership interests in firm assets, prior to the completion of the offering we will (i) distribute a portion of these interests (approximately $ million as of September 30, 2011) to their beneficial owners so that they are held directly by such persons and are no longer consolidated in our financial statements and (ii) restructure the remainder of these interests (approximately $ million as of September 30, 2011) so that they are reflected as non-controlling interests in our financial statements. In addition, prior to the offering the Parent Entities will restructure ownership of certain carried interest rights allocated to former owners so that such carried interest rights will be reflected as non-controlling interests in our financial statements. Such restructured carried interest rights accounted for approximately $ million of our performance fee revenue for the year ended December 31, 2010 and approximately $ million of our performance fee revenue for the nine months ended September 30, 2011. See "Unaudited Pro Forma Financial Information."

Distribution of Earnings and Accumulated Cash. Prior to the date of the offering the Parent Entities will also make to their owners one or more cash distributions of previously undistributed earnings and accumulated cash totaling $.

Conversion of Subordinated Notes. Immediately prior to the contribution of the Parent Entities to Carlyle Holdings as described below, the outstanding principal amount of the subordinated notes issued to Mubadala in December 2010 will be converted into additional equity interests in the Parent Entities. The amount of additional equity interests in the Parent Entities which Mubadala will receive upon conversion of the notes will be determined based on the initial public offering price of the common units in this offering. More specifically, Mubadala will receive upon conversion of the notes that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings as described below, entitle Mubadala to a number of Carlyle Holdings partnership units that is equal to the quotient of $250 million (plus any accrued and unpaid interest on the notes) divided by the product of .925 multiplied by the initial public offering price per common unit in this offering. Based on an assumed initial offering price of $ per common unit (the midpoint of the range indicated on the front cover of this prospectus), Mubadala will be entitled upon conversion of the notes to that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings as described below, entitle Mubadala to Carlyle Holdings partnership units. A $1.00 increase in the assumed initial offering price per common unit would decrease the number of Carlyle Holdings partnership units to which Mubadala is entitled by partnership units. A $1.00 decrease in the assumed initial

public offering price per common unit would increase the number of Carlyle Holdings partnership units to which Mubadala is entitled by partnership units. See "Pricing Sensitivity Analysis."

Contribution of the Parent Entities and Other Interests to Carlyle Holdings. Prior to the consummation of this offering:

- our senior Carlyle professionals, Mubadala and CalPERS will contribute all of their interests in:
  - TC Group, L.L.C. to Carlyle Holdings I L.P.;
  - TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P. to Carlyle Holdings II L.P.; and
  - TC Group Cayman, L.P. to Carlyle Holdings III L.P.; and
- senior Carlyle professionals and other individuals engaged in our business will contribute to the Carlyle Holdings partnerships a portion of the equity interests they own in the general partners of our existing carry funds.

In consideration of these contributions our existing owners will receive an aggregate of Carlyle Holdings partnership units.

Accordingly, following the Reorganization and this offering, The Carlyle Group L.P. will be a holding partnership and, through wholly owned subsidiaries, will hold equity interests in three Carlyle Holdings partnerships (which we refer to collectively as "Carlyle Holdings"), which in turn will own the four Parent Entities. Through its wholly owned subsidiaries, The Carlyle Group L.P. will be the sole general partner of each of the Carlyle Holdings partnerships. Accordingly, The Carlyle Group L.P. will operate and control all of the business and affairs of Carlyle Holdings and will consolidate the financial results of the Carlyle Holdings partnerships and its consolidated subsidiaries, and the ownership interest of the limited partners of the Carlyle Holdings partnerships will be reflected as a non-controlling interest in The Carlyle Group L.P.'s consolidated financial statements.

Consolidation of Certain Carlyle Funds

Pursuant to U.S. GAAP, we consolidate certain Carlyle funds, related co-investment entities and CLOs that we advise, which we refer to collectively as the Consolidated Funds, in our combined and consolidated financial statements for certain of the periods we present. These funds represented approximately 16% of our AUM as of September 30, 2011; 10% and 5% of our fund management fees during the nine months ended September 30, 2011 and the year ended December 31, 2010, respectively; and 2% and less than 1% of our performance fees during the nine months ended September 30, 2011 and the year ended December 31, 2010, respectively.

We are not required under U.S. GAAP to consolidate most of the investment funds we advise in our combined and consolidated financial statements because such funds provide the limited partners with the right to dissolve the fund without cause by a simple majority vote of the non-Carlyle affiliated limited partners, which overcomes the presumption of control by Carlyle. Beginning in 2010, we consolidated the CLOs that we advise as a result of revisions to the accounting standards governing consolidations. Beginning in July 2011, we consolidated certain AlpInvest fund of funds vehicles. As of September 30, 2011, our consolidated CLOs held approximately $11 billion of total assets and comprised 53% of the assets of the Consolidated Funds and 100% of the loans payable of the Consolidated Funds. As of September 30, 2011, our consolidated AlpInvest fund of funds vehicles had approximately $8 billion of total assets and comprised 37% of the assets of the Consolidated Funds. The assets and liabilities of the Consolidated Funds are generally held within separate legal entities and, as a result, the liabilities of the Consolidated Funds are non-recourse to us. For further information on consolidation of certain funds, see Note 2 to the combined and consolidated financial statements included elsewhere in this prospectus.

Generally, the consolidation of the Consolidated Funds has a gross-up effect on our assets, liabilities and cash flows but has no net effect on the net income (loss) attributable to Carlyle Group and members' equity. The majority of the net economic ownership interests of the Consolidated Funds are reflected as non-controlling interests in consolidated entities, redeemable non-controlling interests in consolidated entities, and equity appropriated for Consolidated Funds in the combined and consolidated financial statements. For further information, see Note 2 to the combined and consolidated financial statements included elsewhere in this prospectus.

Because only a small portion of our funds are consolidated, the performance of the Consolidated Funds is not necessarily consistent with or representative of the combined performance trends of all of our funds.

Key Financial Measures

Our key financial measures are discussed in the following pages.

Revenues

Revenues primarily consist of fund management fees, performance fees, investment income, including realized and unrealized gains of our investments in our funds and other trading securities, as well as interest and other income. See "— Critical Accounting Policies — Performance Fees" and Note 2 to the combined and consolidated financial statements included elsewhere in this prospectus for additional information regarding the manner in which management fees and performance fees are generated.

Fund Management Fees. Fund management fees include (i) management fees earned on capital commitments or AUM and (ii) transaction and portfolio advisory fees. Management fees are fees we receive for advisory services we provide to funds in which we hold a general partner interest or with which we have an investment advisory or investment management agreement. Management fees are based on (a) third parties' capital commitments to our investment funds, (b) third parties' remaining capital invested in our investment funds or (c) the net asset value ("NAV") of certain of our investment funds, as described in our combined and consolidated financial statements. Fee-earning AUM based on NAV or fair value was less than 7% of our total fee-earning AUM during the nine months ended September 30, 2011 and the year ended December 31, 2010.

Management fees for funds in our Corporate Private Equity and Real Assets segments generally range from 1.0% to 2.0% of commitments during the investment period of the relevant fund. Large funds tend to have lower effective management fee rates, while smaller funds tend to have effective management fee rates approaching 2.0%. Following the expiration or termination of the investment period of such funds the management fees generally step-down to between 0.6% and 2.0% of contributions for unrealized investments. Depending upon the contracted terms of investment advisory or investment management and related agreements, these fees are called semiannually in advance and are recognized as earned over the subsequent six month period. As a result, cash on hand and deferred revenue will generally be higher at or around January 1 and July 1, which are the semiannual due dates for management fees. Management fees from the fund of funds vehicles in our Fund of Funds Solutions segment generally range from 0.3% to 1.0% on the fund or vehicle's capital commitments during the first two to five years of the investment period and 0.3% to 1.0% on the lower of cost of the capital invested or fair value of the capital invested thereafter. Management fees for our Fund of Fund Solutions segment are due quarterly and recognized over the related quarter. Our hedge funds generally pay management fees quarterly that range from 1.5% to 2.0% of NAV per year. Management fees for our CLOs typically range from 0.4% to 0.5% on the total par amount of assets in the fund and are due quarterly or semiannually based on the terms and recognized over the relevant period. Our management fees for our CLOs and credit opportunities funds are governed by indentures and collateral management agreements. With respect to Claren Road, ESG and AlpInvest, we retain a specified percentage of the earnings of the businesses based on our ownership in the

management companies of 55% in the case of Claren Road and ESG and 60% in the case of AlpInvest. Management fees are not subject to repayment but may be offset to the extent that other fees are earned as described below under "— Transaction and Portfolio Advisory Fee".

For the nine months ended September 30, 2011, management fees attributable to our latest U.S. buyout fund (CP V) with approximately $13.0 billion of fee-earning AUM as of such date and our latest Europe buyout fund (CEP III) with approximately $6.9 billion of fee-earning AUM as of such date were approximately 19% and 10%, respectively, of total management fees recognized during the period. For the years ended December 31, 2010, 2009, and 2008, management fees attributable to CP V and CEP III were approximately 21% and 13%, respectively, of total management fees recognized in each year. No other fund generated over 10% of total management fees in the periods presented.

Transaction and Portfolio Advisory Fees. Transaction and portfolio advisory fees are fees we receive for the transaction and portfolio advisory services we provide to our portfolio companies. When covered by separate contractual agreements, we recognize transaction and portfolio advisory fees for these services when the service has been provided and collection is reasonably assured. We are required to offset our fund management fees earned by a percentage of the transaction and advisory fees earned, which we refer to as the "rebate offsets." Such rebate offset percentages generally range from 50% to 80% of the transaction and advisory fees earned. While the portfolio advisory fees are relatively consistent, transaction fees vary in accordance with our investment pace.

Performance Fees. Performance fees consist principally of the special residual allocation of profits to which we are entitled, commonly referred to as carried interest, from certain of our investment funds, which we refer to as the "carry funds." We are generally entitled to a 20% allocation (or 1.8% to 10% in the case of most of our fund of funds vehicles) of the net realized income or gain as a carried interest after returning the invested capital, the allocation of preferred returns of generally 8% to 9% and the return of certain fund costs (subject to catch-up provisions as set forth in the fund limited partnership agreement). Carried interest revenue, which is a component of performance fees in our combined and consolidated financial statements, is recognized by Carlyle upon appreciation of the valuation of our funds' investments above certain return hurdles as set forth in each respective partnership agreement and is based on the amount that would be due to us pursuant to the fund partnership agreement at each period end as if the funds were liquidated at such date. Accordingly, the amount of carried interest recognized as performance fees reflects our share of the fair value gains and losses of the associated funds' underlying investments measured at their then-current fair values. As a result, the performance fees earned in an applicable reporting period are not indicative of any future period. Carried interest is ultimately realized and distributed when: (i) an underlying investment is profitably disposed of, (ii) the investment fund's cumulative returns are in excess of the preferred return and (iii) we have decided to collect carry rather than return additional capital to limited partner investors. The portion of performance fees that are realized and unrealized in each period are separately reported in our statements of operations. As noted above, prior to the consummation of this offering, we will restructure certain carried interest rights allocated to certain former owners of the Parent Entities so that such carried interest rights are reflected as non-controlling interests in our financial statements. In addition, in connection with the Reorganization, the portion of carried interest allocated to our senior Carlyle professionals and other personnel who work in our fund operations will decrease from historical levels to approximately 45%. See "Organizational Structure — Reorganization." Among other adjustments, the presentation of Economic Net Income in our pro forma financial statements includes adjustments to our historical Economic Net Income related to (i) income attributable to the carried interest rights which will be reflected as non-controlling interests, and (ii) the change in the portion of carried interest allocated to our senior Carlyle professionals and other personnel who work in our fund operations. See "Unaudited Pro Forma Financial Information."

Under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to the fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and

60% of the carried interest in respect of all other commitments (including all future commitments from third parties).

Our performance fees are generated by a diverse set of funds with different vintages, geographic concentration, investment strategies and industry specialties. For an explanation of the fund acronyms used throughout this Management's Discussion and Analysis of Financial Condition and Results of Operations section, please see "Business — Our Family of Funds."

Performance fees from two of our U.S. buyout funds (CP V and CP IV), one of our long/short credit hedge funds (Claren Road Master Fund), and one of our Asia buyout funds (CAP II) (with total AUM of approximately $14.8 billion, $8.5 billion, $4.1 billion, and $1.6 billion, respectively, as of September 30, 2011) were $391.3 million, $284.3 million, $74.5 million, and $(82.1) million, respectively, for the nine months ended September 30, 2011. Performance fees from CP IV were $668.7 million and $(109.5) million for the years ended December 31, 2010 and 2008, respectively. The investment by our first Asia buyout fund (CAP I) and related co-investment vehicles in China Pacific Insurance (Group) Co. Ltd. ("China Pacific") (with combined total AUM of approximately $5.4 billion as of December 31, 2009), generated performance fees of $525.5 million and $(391.4) million for the years ended December 31, 2009 and 2008, respectively.

Realized carried interest may be clawed-back or given back to the fund if the fund's investment values decline below certain return hurdles, which vary from fund to fund. If the fair value of a fund's investments falls below the applicable return hurdles previously recognized carried interest and performance fees are reduced. In all cases, each investment fund is considered separately in evaluating carried interest and potential giveback obligations. For any given period carried interest income could thus be negative; however, cumulative performance fees and allocations can never be negative over the life of a fund. In addition, Carlyle is not obligated to pay guaranteed returns or hurdles. If upon a hypothetical liquidation of a fund's investments at the then-current fair values, previously recognized and distributed carried interest would be required to be returned, a liability is established in Carlyle's financial statements for the potential giveback obligation. As discussed below, each individual recipient of realized carried interest typically signs a guarantee agreement or partnership agreement that personally obligates such person to return his/her pro rata share of any amounts of realized carried interest previously distributed that are later clawed back. Generally, the actual giveback liability, if any, does not become due until the end of a fund's life.

In addition to the carried interest from our carry funds, we are also entitled to receive incentive fees or allocations from certain of our Global Market Strategies funds when the return on AUM exceeds previous calendar-year ending or date-of-investment high-water marks. Our hedge funds generally pay annual incentive fees or allocations equal to 20% of the fund's profits for the year, subject to a high-water mark. The high-water mark is the highest historical NAV attributable to a fund investor's account on which incentive fees were paid and means that we will not earn incentive fees with respect to such fund investor for a year if the NAV of such investor's account at the end of the year is lower that year than any prior year-end NAV or the NAV at the date of such fund investor's investment, generally excluding any contributions and redemptions for purposes of calculating NAV. We recognize the incentive fees from our hedge funds as they are earned. In these arrangements, incentive fees are recognized when the performance benchmark has been achieved and are included in performance fees in our combined and consolidated statements of operations. These incentive fees are a component of performance fees in our combined and consolidated financial statements and are treated as accrued until paid to us.

For any given period, performance fee revenue on our statement of operations may include reversals of previously recognized performance fees due to a decrease in the value of a particular fund that results in a decrease of cumulative performance fees earned to date. For the nine months ended September 30, 2011 and the years ended December 31, 2010, 2009, and 2008, the reversals of performance fees were $(267.5) million, $(38.5) million, $(133.8) million, and $(944.8) million, respectively.

As of September 30, 2011, accrued performance fees and accrued giveback obligations were $2.1 billion and $148.7 million, respectively. Each balance assumes a hypothetical liquidation of the funds' investments at September 30, 2011 at their then current fair values. These assets and liabilities will continue to fluctuate in accordance with the fair values of the fund investments until they are realized.

In addition, realized performance fees may be reversed in future periods to the extent that such amounts become subject to a giveback obligation. If at September 30, 2011, all investments held by our carry funds were deemed worthless, the amount of realized and previously distributed performance fees subject to potential giveback would be $687.1 million. See the related discussion of "Contingent Obligations (Giveback)" within "— Liquidity and Capital Resources."

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

In addition, we use the term "net performance fees" to refer to the carried interest from our carry funds and Global Market Strategies funds net of the portion allocated to our investment professionals which is reflected as performance fee related compensation expense.

See "— Non-GAAP Financial Measures" for the amount of realized and unrealized performance fees recognized and or reversed each period. See "— Segment Analysis" for the realized and unrealized performance fees by segment and related discussion for each period.

Investment Income (Loss) and Interest and Other Income. Investment income (loss) and interest and other income represent the unrealized and realized gains and losses on our principal investments, including our investments in Carlyle funds that are not consolidated, our equity method investments and other principal investments, as well as any interest and other income. Unrealized investment income (loss) results from changes in the fair value of the underlying investment, as well as the reversal of unrealized gain (loss) at the time an investment is realized. As noted above, prior to the consummation of this offering, we will distribute to their beneficial owners certain investments in or alongside our funds beneficially owned by certain existing and former owners of the Parent Entities, and restructure the remainder of such beneficial interests so that they are reflected as non-controlling interests in our financial statements. Among other adjustments, the presentation of Economic Net Income in our pro forma financial statements includes adjustments to our historical Economic Net Income related to the investment income that is attributable to any such investments which either will no longer be consolidated or will be reflected as non-controlling interests, as the case may be. See "Unaudited Pro Forma Financial Information."

Interest and Other Income of Consolidated Funds. Interest and other income of Consolidated Funds principally represent presently the interest earned on CLO assets. However, the Consolidated Funds are not the same entities in all periods presented and may change in future periods due to changes in U.S. GAAP, changes in fund terms and terminations of funds.

Net Investment Gains (Losses) of Consolidated Funds. Net investment gains (losses) of Consolidated Funds measures the change in the difference in fair value between the assets and the liabilities of the Consolidated Funds. A gain (loss) indicates that the fair value of the assets of the Consolidated Funds appreciated more (less), or depreciated less (more), than the fair value of the liabilities of the Consolidated Funds. A gain or loss is not necessarily indicative of the investment performance of the Consolidated Funds and does not impact the management or incentive fees received by Carlyle for its management of the Consolidated Funds. Substantially all of the net investment gains (losses) of Consolidated Funds are attributable to the limited partner investors and allocated to non-controlling interests. Therefore a gain or loss is not expected to have an impact on the revenues or profitability of Carlyle. Moreover, although the assets of the Consolidated Funds are consolidated onto our balance sheet pursuant to U.S. GAAP, ultimately we do not have recourse to

such assets and such liabilities are non-recourse to us. Therefore, a gain or loss from the Consolidated Funds does not impact the assets available to our equity holders.

Expenses

Compensation and Benefits. Compensation includes salaries, bonuses and performance payment arrangements for non-partners. Bonuses are accrued over the service period to which they relate. Compensation attributable to our senior Carlyle professionals has historically been accounted for as distributions from equity rather than as employee compensation. Accordingly, net income as determined in accordance with U.S. GAAP for partnerships is not comparable to net income of a corporation. Furthermore, any unpaid obligation to our senior Carlyle professionals has historically been presented as a separate liability to our senior Carlyle professionals. We recognize as compensation expense the portion of performance fees that are due to our employees and operating executives in a manner consistent with how we recognize the performance fee revenue. These amounts are accounted for as compensation expense in conjunction with the related performance fee revenue and, until paid, are recognized as a component of the accrued compensation and benefits liability. Compensation in respect of performance fees is not paid until the related performance fees are realized, and not when such performance fees are accrued. The funds do not have a uniform allocation of performance fees to our employees, senior Carlyle professionals and operating executives. Therefore, for any given period, the ratio of performance fee compensation to performance fee revenue may vary based on the funds generating the performance fee revenue for that period and their particular allocation percentages.

Upon the effectiveness of this offering, we will account for compensation to senior Carlyle professionals as an expense in our statement of operations and have reflected the related adjustments in our pro forma financial statements. See “Unaudited Pro Forma Financial Information.” In our calculations of Economic Net Income, Net Fee Related Earnings from Operations and Distributable Earnings, which are used by management in assessing the performance of our segments, we include an adjustment to reflect a pro forma charge for partner compensation. See “— Combined and Consolidated Results of Operations — Non-GAAP Financial Measures” for a reconciliation of Income Before Provision for Income Taxes to Total Segments Economic Net Income, of Total Segments Economic Net Income to Fee Related Earnings and of Fee Related Earnings to Distributable Earnings.

Also upon the effectiveness of this offering, we will implement equity based arrangements that will require senior Carlyle professionals to vest ownership of a portion of their equity interests over a future service period of up to years, which under U.S. GAAP will result in compensation charges over future periods. Consistent with how we assess the performance of our segments, such charges will not be reflected in our calculations of Economic Net Income, Net Fee Related Earnings from Operations and Distributable Earnings.

We expect that we will hire additional individuals and that overall compensation levels will correspondingly increase, which will result in an increase in compensation and benefits expense. As a result of recent acquisitions, we will have charges associated with contingent consideration taking the form of earn-outs and profit participation some of which will be reflected as compensation expense in future periods. We also expect that our fundraising will increase in future periods and as a result we expect that our compensation expense will also increase in periods where we close on increased levels of new capital commitments. Amounts due to employees related to such fundraising will be expensed when earned even though the benefit of the new capital and related fees will be reflected in operations over the life of the related fund.

General, Administrative and Other Expenses. Other operating expenses represent general and administrative expenses including occupancy and equipment expenses, interest and other expenses, which consist principally of professional fees, travel and related expenses, communications and information services and depreciation and amortization and foreign currency transactions.

We anticipate that general, administrative and other expenses will fluctuate significantly from period to period due to the impact of foreign exchange transactions. Additionally, we expect that general, administrative and other expenses will vary due to infrequently occurring or unusual items. We also expect to incur greater expenses in the future related to our recent acquisitions including amortization of acquired intangibles, earn-outs to equity holders and market value adjustments on contingent consideration issued.

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

Income Taxes. Prior to the Reorganization in connection with this offering, we have operated as a group of pass-through entities for U.S. income tax purposes and our profits and losses are allocated to the individual senior Carlyle professionals, which are individually responsible for reporting such amounts. We record a provision for state and local income taxes for certain entities based on applicable laws. Based on applicable foreign tax laws, we record a provision for foreign income taxes for certain foreign entities.

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

In the normal course of business, we are subject to examination by federal and certain state, local and foreign tax regulators. As of December 31, 2010, our U.S. federal income tax returns for the years 2007 through 2009 are open under the normal three-year statute of limitations and therefore subject to examination. State and local tax returns are generally subject to audit from 2006 to 2009. Specifically, our Washington, D.C. franchise tax years are currently open, as are our New York City returns, for the tax years 2008 to 2009. Foreign tax returns are generally subject to audit from 2004 to 2009. Certain of our foreign subsidiaries are currently under audit by foreign tax authorities.

Following this offering the Carlyle Holdings partnerships and their subsidiaries will continue to operate as pass-through entities for U.S. income tax purposes and record a provision for foreign income taxes for certain foreign entities. In addition, Carlyle Holdings I GP Inc. is subject to additional entity-level taxes that will be reflected in our consolidated financial statements. For information on the pro forma effective tax rate of The Carlyle Group L.P. following the Reorganization, see Note 1(e) in “Unaudited Pro Forma Financial Information.”

Non-controlling Interests in Consolidated Entities. Non-controlling interests in consolidated entities represent the component of equity in consolidated entities not held by us. These interests are adjusted for general partner allocations and by subscriptions and redemptions in hedge funds which occur during the reporting period. Non-controlling interests related to hedge funds are subject to quarterly or monthly redemption by investors in these funds following the expiration of a specified period of time (typically one year), or may be withdrawn subject to a redemption fee in the hedge funds during the period when capital may not be withdrawn. As limited partners in these types of funds have been granted redemption rights, amounts relating to third-party interests in such consolidated funds are presented as redeemable non-controlling interests in consolidated entities within the combined and consolidated balance sheets. When redeemable amounts become legally payable to investors, they are classified as a liability and included in other liabilities of Consolidated Funds in the combined and consolidated balance sheets. Following this offering, we will also record significant non-controlling interests in income of consolidated entities relating to the ownership interest of our existing owners in Carlyle Holdings. As described in “Organizational Structure,” The Carlyle Group L.P. will, through wholly-owned subsidiaries, be the sole general partner of each of

the Carlyle Holdings partnerships. The Carlyle Group L.P. will consolidate the financial results of Carlyle Holdings and its consolidated subsidiaries, and the ownership interest of the limited partners of Carlyle Holdings will be reflected as a non-controlling interest in The Carlyle Group L.P.'s consolidated financial statements.

Non-GAAP Financial Measures

Economic Net Income. Economic net income or "ENI," is a key performance benchmark used in our industry. ENI represents segment net income which excludes the impact of income taxes, acquisition-related items including amortization of acquired intangibles and contingent consideration taking the form of earn-outs, charges associated with equity-based compensation, corporate actions and infrequently occurring or unusual events. We believe the exclusion of these items provides investors with a meaningful indication of our core operating performance. For segment reporting purposes, revenues and expenses, and accordingly segment net income, are presented on a basis that deconsolidates the Consolidated Funds. ENI also reflects pro forma compensation expense for compensation to our senior Carlyle professionals, which we have historically accounted for as distributions from equity rather than as employee compensation. Total Segment ENI equals the aggregate of ENI for all segments. ENI is evaluated regularly by management in making resource deployment decisions and in assessing performance of our four segments and for compensation. We believe that reporting ENI is helpful to understanding our business and that investors should review the same supplemental financial measure that management uses to analyze our segment performance. This measure supplements and should be considered in addition to and not in lieu of the results of operations discussed further under "Combined and Consolidated Results of Operations" prepared in accordance with U.S. GAAP.

Distributable Earnings. Distributable Earnings is derived from our segment reported results and is an additional measure to assess performance and amounts potentially available for distribution from Carlyle Holdings to its equity holders. Distributable Earnings, which is a non-GAAP measure, is intended to show the amount of net realized earnings without the effects of consolidation of the Consolidated Funds. Distributable Earnings is total ENI less unrealized performance fees, unrealized investment income and the corresponding unrealized performance fee compensation expense. For a discussion of the difference between Distributable Earnings and cash distributions during the historical periods presented, see "Cash Distribution Policy."

Fee Related Earnings from Operations. Fee related earnings from operations is a component of ENI and is used to measure our operating profitability exclusive of performance fees, investment income from investments in our funds and performance fee-related compensation. Accordingly, fee related earnings reflect the ability of the business to cover direct base compensation and operating expenses from fee revenues other than performance fees. Fee related earnings are reported as part of our segment results. We use fee related earnings from operations to measure our profitability from fund management fees. See Note 14 to the combined and consolidated financial statements included elsewhere in this prospectus.

Operating Metrics

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

Fee-earning Assets under Management

Fee-earning assets under management or Fee-earning AUM refers to the assets we manage from which we derive recurring fund management fees. Our fee-earning AUM generally equals the sum of:

(a) for carry funds and certain co-investment vehicles where the investment period has not expired, the amount of limited partner capital commitments and for fund of funds vehicles, the amount of external investor capital commitments during the commitment period (see "Fee-

earning AUM based on capital commitments" in the table below for the amount of this component at each period);

(b) for substantially all carry funds and certain co-investment vehicles where the investment period has expired, the remaining amount of limited partner invested capital (see "Fee-earning AUM based on invested capital" in the table below for the amount of this component at each period);

(c) the gross amount of aggregate collateral balance at par, adjusted for defaulted or discounted collateral, of our CLOs and the reference portfolio notional amount of our synthetic CLOs (see "Fee-earning AUM based on collateral balances, at par" in the table below for the amount of this component at each period);

(d) the external investor portion of the net asset value (pre-redemptions and subscriptions) of our long/short credit funds, emerging markets, multi-product macroeconomic and other hedge funds and certain structured credit funds (see "Fee-earning AUM based on net asset value" in the table below for the amount of this component at each period); and

(e) for fund of funds vehicles and certain carry funds where the investment period has expired, the lower of cost or fair value of invested capital (see "Fee-earning AUM based on lower of cost or fair value and other" of the table below for the amount of this component at each period).

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

	As of September 30,		As of December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Consolidated Results					
Components of Fee-earning AUM					
Fee-earning AUM based on capital commitments(1)	$ 53,108	$ 46,589	$ 44,515	$ 46,460	$ 46,099
Fee-earning AUM based on invested capital(2)	20,393	17,400	19,306	18,456	18,848
Fee-earning AUM based on collateral balances, at par(3)	11,491	10,560	11,377	9,379	9,693
Fee-earning AUM based on net asset value(4)	7,184	209	4,782	298	117
Fee-earning AUM based on lower of cost or fair value and other(5)	20,471	814	816	818	1,569
Total Fee-earning AUM	**$ 112,647**	**$ 75,572**	**$ 80,796**	**$ 75,411**	**$ 76,326**

(1) Reflects limited partner capital commitments where the investment period has not expired.

(2) Reflects limited partner invested capital and includes amounts committed to or reserved for investments for certain real assets funds.

(3) Reflects the gross amount of aggregate collateral balances, at par, for our CLOs.

(4) Reflects the net asset value of our hedge funds (pre-redemptions and subscriptions).

(5) Includes funds with fees based on notional value and gross asset value.

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

	Nine Months Ended September 30,		Twelve Months Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Consolidated Results					
Fee-Earning AUM Rollforward					
Balance, Beginning of Period	$ 80,796	$ 75,411	$ 75,411	$ 76,326	$ 64,848
Acquisitions	33,058	3,927	9,604	—	—
Inflows, including Commitments(1)	4,782	1,657	3,030	1,488	10,478
Outflows, including Distributions(2)	(5,259)	(2,133)	(3,375)	(1,681)	(3,445)
Subscriptions, net of Redemptions(3)	405	(64)	(88)	32	(179)
Changes in CLO collateral balances	(492)	(2,361)	(2,534)	(1,140)	4,839
Market Appreciation/(Depreciation)(4)	682	23	38	129	(314)
Foreign exchange and other(5)	(1,325)	(888)	(1,290)	257	99
Balance, End of Period	**$ 112,647**	**$ 75,572**	**$ 80,796**	**$ 75,411**	**$ 76,326**

(1) Inflows represent limited partner capital raised by our carry funds and fund of funds vehicles and capital invested by our carry funds and fund of funds vehicles outside the investment period.

(2) Outflows represent limited partner distributions from our carry funds and fund of funds vehicles and changes in basis for our carry funds and fund of funds vehicles where the investment period has expired.

(3) Represents the net result of subscriptions to and redemptions from our hedge funds and open-end structured credit funds.

(4) Market Appreciation/(Depreciation) represents changes in the net asset value of our hedge funds.

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

Please refer to "— Segment Analysis" for a detailed discussion by segment of the activity affecting fee-earning AUM for each of the periods presented by segment.

Assets under Management

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

(a) the fair value of the capital invested in our carry funds, co-investment vehicles and fund of funds vehicles plus the capital that we are entitled to call from investors in those funds and vehicles (including our commitments to those funds and vehicles and those of senior Carlyle professionals and employees) pursuant to the terms of their capital commitments to those funds and vehicles;

(b) the amount of aggregate collateral balance at par of our CLOs and the reference portfolio notional amount of our synthetic CLOs; and

(c) the net asset value of our long/short credit (pre-redemptions and subscriptions), emerging markets, multi-product macroeconomic and other hedge funds and certain structured credit funds.

Our carry funds are closed-ended funds and investors are not able to redeem their interests under the fund partnership agreements.

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

Our calculations of fee-earning AUM and AUM may differ from the calculations of other alternative asset managers and, as a result, this measure may not be comparable to similar measures presented by others. In addition, our calculation of AUM includes uncalled commitments to, and the

fair value of invested capital in, our funds from Carlyle and our personnel, regardless of whether such commitments or invested capital are subject to management or performance fees. Our calculations of fee-earning AUM or AUM are not based on any definition of fee-earning AUM or AUM that is set forth in the agreements governing the investment funds that we manage.

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

Available Capital

Available capital, commonly known as "dry powder," for our carry funds refers to the amount of capital commitments available to be called for investments. Amounts previously called may be added back to available capital following certain distributions. "Expired Available Capital" occurs when a fund has passed the investment and follow-on periods and can no longer invest capital into new or existing deals. Any remaining Available Capital, typically a result of either recycled distributions or specific reserves established for the follow-on period that are not drawn, can only be called for fees and expenses and is therefore removed from the Total AUM calculation.

The table below provides the period to period Rollforward of Available Capital and Fair Value of Capital, and the resulting rollforward of Total AUM.

Consolidated Results	Available Capital	Fair Value of Capital	Total AUM
		(Dollars in millions)	
Total AUM Rollforward			
Balance, As of December 31, 2007	**$ 35,364**	**$ 45,245**	**$ 80,609**
Commitments(1)	14,560	—	14,560
Capital Called, net(2)	(13,239)	12,618	(621)
Distributions(3)	545	(2,464)	(1,919)
Subscriptions, net of Redemptions(4)	—	(271)	(271)
Changes in CLO collateral balances	—	3,717	3,717
Market Appreciation/(Depreciation)(5)	—	(9,287)	(9,287)
Foreign exchange(6)	(48)	(401)	(449)
Balance, As of December 31, 2008	**$ 37,182**	**$ 49,157**	**$ 86,339**
Commitments(1)	969	—	969
Capital Called, net(2)	(5,812)	5,041	(771)
Distributions(3)	1,225	(2,259)	(1,034)
Subscriptions, net of Redemptions(4)	—	32	32
Changes in CLO collateral balances	—	(1,171)	(1,171)
Market Appreciation/(Depreciation)(5)	—	5,135	5,135
Foreign exchange(6)	84	249	333
Balance, As of December 31, 2009	**$ 33,648**	**$ 56,184**	**$ 89,832**
Acquisitions	—	10,463	10,463
Commitments(1)	3,944	—	3,944
Capital Called, net(2)	(14,819)	14,312	(507)
Distributions(3)	2,151	(8,391)	(6,240)
Subscriptions, net of Redemptions(4)	—	(140)	(140)
Changes in CLO collateral balances	—	(3,119)	(3,119)
Market Appreciation/(Depreciation)(5)	—	14,524	14,524
Foreign exchange(6)	(508)	(737)	(1,245)
Balance, As of December 31, 2010	**$ 24,416**	**$ 83,096**	**$ 107,512**
Acquisitions	16,926	30,083	47,009
Commitments(1)	4,508	—	4,508
Capital Called, net(2)	(7,296)	6,704	(592)
Distributions(3)	3,138	(16,860)	(13,722)
Subscriptions, net of Redemptions(4)	—	512	512
Changes in CLO collateral balances	—	(951)	(951)
Market Appreciation/(Depreciation)(5)	—	4,529	4,529
Foreign exchange(6)	(203)	58	(145)
Balance, As of September 30, 2011	**$ 41,489**	**$ 107,171**	**$ 148,660**

(1) Represents capital raised by our carry funds and fund of funds vehicles, net of expired available capital.

(2) Represents capital called by our carry funds and fund of funds vehicles, net of fund fees and expenses.

(3) Represents distributions from our carry funds and fund of funds vehicles, net of amounts recycled.

(4) Represents the net result of subscriptions to and redemptions from our hedge funds and open-end structured credit funds.

(5) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on portfolio investments and changes in the net asset value of our hedge funds.

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

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

Combined and Consolidated Results of Operations

The following table and discussion sets forth information regarding our combined and consolidated results of operations for the nine months ended September 30, 2011 and September 30, 2010 and the three years ended December 31, 2010, 2009 and 2008. The combined and consolidated financial statements of Carlyle Group have been prepared on substantially the same basis for all historical periods presented; however, the consolidated funds are not the same entities in all periods shown due to changes in U.S. GAAP, changes in fund terms and the creation and termination of funds. Pursuant to revised consolidation guidance, effective January 1, 2010, we consolidated CLOs where through our management contract and other interests we are deemed to hold a controlling financial interest. On December 31, 2010, we completed our acquisition of Claren Road and consolidated its operations and certain of its managed funds from that date forward. In addition, on July 1, 2011, we completed the acquisitions of ESG and AlpInvest and consolidated these entities as well as certain of their managed funds from that date forward. As further described below, the consolidation of these funds had the impact of increasing interest and other income of Consolidated Funds, interest and other expenses of Consolidated Funds, and net investment gains (losses) of Consolidated Funds for the nine months ended September 30, 2011 as compared to the nine months ended September 30, 2010, and for the year ended December 31, 2010 as compared to the years ended December 31, 2009 and 2008. The consolidation of these funds had no effect on net income (loss) attributable to Carlyle Group for the periods presented.

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Statement of operations data					
Revenues					
Fund management fees	$ 683.2	$ 566.2	$ 770.3	$ 788.1	$ 811.4
Performance fees					
Realized	870.1	92.4	266.4	11.1	59.3
Unrealized	(133.6)	220.8	1,215.6	485.6	(944.0)
Total performance fees	736.5	313.2	1,482.0	496.7	(884.7)
Investment income (loss)					
Realized	50.3	(0.8)	11.9	(5.2)	5.7
Unrealized	6.3	44.1	60.7	10.2	(110.6)
Total investment income (loss)	56.6	43.3	72.6	5.0	(104.9)
Interest and other income	15.6	15.7	21.4	27.3	38.2
Interest and other income of Consolidated Funds	521.6	318.4	452.6	0.7	18.7
Total revenues	2,013.5	1,256.8	2,798.9	1,317.8	(121.3)
Expenses					
Compensation and benefits					
Base compensation	277.2	221.5	265.2	264.2	297.2
Performance fee related					
Realized	136.2	(0.1)	46.6	1.1	23.3
Unrealized	(81.7)	40.5	117.2	83.1	(223.1)
Total compensation and benefits	331.7	261.9	429.0	348.4	97.4
General, administrative and other expenses	224.7	105.4	177.2	236.6	245.1
Interest	48.5	13.5	17.8	30.6	46.1
Interest and other expenses of Consolidated Funds	290.0	162.8	233.3	0.7	6.8
Loss (gain) from early extinguishment of debt, net of related expenses	—	—	2.5	(10.7)	—
Equity issued for affiliate debt financing	—	—	214.0	—	—
Other non-operating expenses	30.0	—	—	—	—
Loss on CCC liquidation	—	—	—	—	147.0
Total expenses	924.9	543.6	1,073.8	605.6	542.4
Net investment gains (losses) of Consolidated Funds	(618.2)	173.7	(245.4)	(33.8)	162.5
Income (loss) before provision for income taxes	470.4	886.9	1,479.7	678.4	(501.2)
Provision for income taxes	25.7	14.5	20.3	14.8	12.5
Net income (loss)	444.7	872.4	1,459.4	663.6	(513.7)
Net income (loss) attributable to non-controlling interests in consolidated entities	(473.4)	301.3	(66.2)	(30.5)	94.5
Net income (loss) attributable to Carlyle Group	$ 918.1	$ 571.1	$ 1,525.6	$ 694.1	$ (608.2)

Nine Months Ended September 30, 2011 Compared to the Nine Months Ended September 30, 2010

Revenues

Total revenues were $2,013.5 million for the nine months ended September 30, 2011, an increase of 60% over total revenues in the comparable period in 2010. The increase in revenues was primarily attributable to an increase in performance fees of $423.3 million, which represented a 135% increase over performance fees for the first nine months of 2010. Fund management fees increased $117.0 million, or 21%, to $683.2 million for the nine months ended September 30, 2011. Interest and other income of Consolidated Funds increased $203.2 million, or 64%, to $521.6 million for the nine months ended September 30, 2011.

Fund Management Fees. Fund management fees increased $117.0 million, or 21%, to $683.2 million for the nine months ended September 30, 2011 as compared to the same 2010 period.

In addition, fund management fees from consolidated funds increased $43.3 million for the nine months ended September 30, 2011 as compared to the same 2010 period. These fees eliminate upon consolidation of these funds.

Approximately $127.1 million of the $160.3 million increase was due to incremental management fees resulting from the acquisitions of ESG and AlpInvest in July 2011, the acquisition of Claren Road in December 2010, and from acquired CLO contracts from Stanfield and Mizuho in the second half of 2010. In addition, during the nine months ended September 30, 2011, management fees increased as a result of new capital raised for one of our U.S. real estate funds and our South America buyout fund. Fund management fees includes transaction and portfolio advisory fees, net of rebate offsets, of $60.1 million and $27.0 million for the nine months ended September 30, 2011 and 2010, respectively. The $33.1 million increase in transaction and portfolio advisory fees resulted from greater investment activity during the first nine months of 2011 as compared to the same period in 2010. These fee increases were offset by non-recurring management fees earned in the first quarter of 2010 from final closings of two corporate private equity funds and lower fees from our third European buyout fund beginning in the fourth quarter of 2010.

Performance Fees. Performance fees in the first nine months of 2011 were $736.5 million compared to $313.2 million in the same period in 2010. In addition, performance fees from consolidated funds increased $9.6 million for the nine months ended September 30, 2011 as compared to the same 2010 period. These fees eliminate upon consolidation. The increase in performance fees was due principally to increases in the fair value of the underlying funds which increased approximately 9% in total remaining value during the first nine months of 2011. The net appreciation in the fair value of the investments was driven by improved asset performance and operating projections as well as increases in market comparables. Approximately $509.7 million and $243.9 million of performance fees for the first nine months of 2011 and 2010, respectively, were generated by our Corporate Private Equity segment. Performance fees for the first nine months of 2011 and 2010 were $143.7 million and $60.7 million for the Global Market Strategies segment, and $83.0 million and $8.6 million for the Real Assets segment, respectively. Performance fees for the Fund of Funds Solutions segment, which was established upon the completion of the acquisition of AlpInvest, were $0.1 million for the period from July 1, 2011 through September 30, 2011. Further, approximately $675.6 million of our performance fees for the nine months ended September 30, 2011 were related to CP V and CP IV.

Investment Income (Loss). Investment income of $56.6 million in the first nine months of 2011 increased 31% over the comparable period in 2010. The $13.3 million increase relates primarily to appreciation of investments in our funds that are not consolidated. In addition, investment income from Consolidated Funds increased $10.2 million for the nine months ended September 30, 2011 as compared to the same period in 2010, primarily from the increase in fair value of our investments in the equity tranches of our CLOs. This income is eliminated upon consolidation.

Interest and Other Income. Interest and other income remained relatively unchanged with $15.6 million earned in the first nine months of 2011, as compared to $15.7 million in the same period in 2010.

Interest and Other Income of Consolidated Funds. Interest and other income of Consolidated Funds was $521.6 million in the first nine months of 2011, an increase of $203.2 million from $318.4 million in the same period in 2010. This increase relates primarily to the acquired CLOs of Stanfield and Mizuho as well as the consolidated funds associated with the acquisitions of ESG, AlpInvest, and Claren Road. The CLOs generate interest income primarily from investments in bonds and loans inclusive of amortization of discounts and generate other income from consent and amendment fees. Substantially all interest and other income of our CLOs together with interest expense of our CLOs and net investment gains (losses) of Consolidated Funds is attributable to the related funds' limited partners or CLO investors and therefore is allocated to non-controlling interests. Accordingly, such amounts have no material impact on net income attributable to Carlyle Group.

Expenses

Expenses were $924.9 million for the nine months ended September 30, 2011, an increase of $381.3 million from $543.6 million for the same period in 2010. The increase in expenses is partially due to the acquisitions that occurred in 2011 and the second half of 2010. The increase is due primarily to increases in general, administrative and other expenses and interest and other expenses of Consolidated Funds, which represented 31% and 33% of the total increase in expenses, respectively.

Approximately 18% of the increase in expenses was due to the increase in compensation and benefits. The increase was primarily driven by base compensation, which increased primarily from the increase in headcount from September 30, 2010 to September 30, 2011, including additional professionals from the acquisitions of ESG, AlpInvest, and Claren Road. All compensation to senior Carlyle professionals is accounted for as equity distributions in our combined and consolidated financial statements. Had such amounts been accounted for as compensation expense, then total expenses would have been $1,383.2 million and $766.4 million in the nine months ended September 30, 2011 and 2010, respectively, representing an increase of $616.8 million due primarily to increases in general, administrative and other expenses of $119.3 million, interest and other expenses of Consolidated Funds of $127.2 million, and compensation attributable to senior Carlyle professionals of $235.5 million.

Compensation and Benefits. Base compensation and benefits increased $55.7 million, or 25%, in the first nine months of 2011 over the 2010 comparable period, which primarily relates to the acquisitions of ESG, AlpInvest, and Claren Road and the addition of their professionals. The balance of the increase primarily reflects the increase in other personnel and increases in base compensation reflecting promotions and merit pay adjustments. Performance related compensation expense increased $14.1 million in the first nine months of 2011 over the same period in 2010, of which $136.3 million was an increase in realized performance fee related compensation and $122.2 million was a decrease in unrealized performance fee related compensation. Compensation and benefits excludes amounts earned by senior Carlyle professionals for compensation and carried interest allocated to our investment professionals as such amounts are accounted for as distributions from equity. Base compensation and benefits attributable to senior Carlyle professionals was $170.1 million and $124.0 million and performance related compensation attributable to senior Carlyle professionals was $288.2 million and $98.8 million in the first nine months of 2011 and 2010, respectively. Base compensation and benefits would have been $447.3 million and $345.5 million and performance related compensation would have been $342.7 million and $139.2 million in the first nine months of 2011 and 2010, respectively, had compensation attributable to senior Carlyle professionals been treated as compensation expense. As adjusted for amounts related to senior Carlyle professionals, performance related compensation as a percentage of performance fees was 47% and 44% in the first nine months of 2011 and 2010, respectively. Total compensation and benefits would have been $790.0 million and $484.7 million in the first nine months of 2011 and 2010, respectively, had compensation attributable to senior Carlyle professionals been treated as compensation expense.

General, Administrative and Other Expenses. General, administrative and other expenses increased $119.3 million in the nine months ended September 30, 2011 compared to the same period in 2010. This increase was driven primarily by (i) approximately $41.5 million of amortization expense associated with intangible assets acquired in 2011 and 2010; (ii) an increase in professional fees for legal and accounting of approximately $17.2 million; (iii) an increase in information technology expenses of $7.8 million; (iv) an increase in office rent of $7.6 million; (v) a negative variance of $11.2 million related to foreign currency remeasurements; and (vi) approximately $11.6 million of expenses related to the operations of Claren Road, AlpInvest and ESG.

Interest. Our interest expense for the nine months ended September 30, 2011 was $48.5 million, an increase of $35.0 million from the nine months ended September 30, 2010. This increase was primarily attributable to $28.1 million of interest expense recorded in the nine months of 2011 on our subordinated notes payable to Mubadala which we issued in connection with a December 2010 transaction. This borrowing will convert into equity in connection with our planned offering. See ‘‘— Reorganization — Conversion of Subordinated Notes.” The balance of the increase results from

higher borrowings under our refinanced term loan and indebtedness incurred in connection with the acquisition of Claren Road.

Interest and Other Expenses of Consolidated Funds. Interest and other expenses of Consolidated Funds increased $127.2 million in the first nine months of 2011 as compared to the same period in 2010 due primarily to the acquisition of CLOs from Stanfield and Mizuho in 2010 and the consolidated Claren Road and ESG funds. The CLOs incur interest expense on their loans payable, and incur other expenses consisting of trustee fees, rating agency fees and professional fees. Substantially all interest and other income of our CLOs together with interest expense of our CLOs and net investment gains (losses) of Consolidated Funds is attributable to the related funds' limited partners or CLO investors and therefore is allocated to non-controlling interests. Accordingly, such amounts have no material impact on net income attributable to Carlyle Group.

Other Non-operating Expenses. Other non-operating expenses of $30.0 million in the first nine months of 2011 reflect a $26.0 million fair value adjustment on our subordinated notes payable to Mubadala, which increased in fair value from $494.0 million at December 31, 2010 to $520.0 million at September 30, 2011. On October 20, 2011, we borrowed $265.5 million under the revolving credit facility of our existing senior secured credit facility to redeem $250.0 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. Subsequent to the October 2011 redemption, these notes have an aggregate face amount of $250.0 million and will convert into equity upon the effectiveness of this offering as described above under "— Reorganization — Conversion of Subordinated Notes." Also included in non-operating expenses are $4.0 million of mark-to-market adjustments on the performance earn-outs related to the acquisitions of Claren Road, ESG and AlpInvest. See Notes 15 and 3 to the combined and consolidated financial statements for the year ended December 31, 2010 and the nine months ended September 30, 2011, respectively, included elsewhere in this prospectus.

Net Investment Gains (Losses) of Consolidated Funds

For the nine months ended September 30, 2011, net investment gains (losses) of Consolidated Funds was a loss of $618.2 million, as compared to the gain of $173.7 million in the nine months ended September 30, 2010. This balance is predominantly driven by our consolidated CLOs and our consolidated AlpInvest fund of funds vehicles, and to a lesser extent by the other consolidated funds in our financial statements. The amount reflects the net gain or loss on the fair value adjustment of both the assets and liabilities of our consolidated CLOs. The components of net investment gains (losses) of consolidated funds for the respective periods are comprised of the following:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Realized gains (losses)	$ 474.0	$ (7.2)
Net change in unrealized gains/losses	(946.1)	299.4
Total gains (losses)	(472.1)	292.2
Losses on liabilities of CLOs	(149.2)	(121.3)
Gains on other assets of CLOs	3.1	2.8
Total	$ (618.2)	$ 173.7

The realized and unrealized investment gains/losses include the appreciation/depreciation of the equity investments within the consolidated AlpInvest fund of funds vehicles and corporate private equity funds, the appreciation/depreciation of investments made by our consolidated hedge funds, and the appreciation/depreciation of CLO investments in loans and bonds. The gains (losses) on the liabilities of the CLOs reflects the fair value adjustment on the debt of the CLOs. The liabilities of the CLOs have a lower degree of market liquidity than the CLO investments in bonds and loans and accordingly, their fair value changes will not necessarily be correlated. During the nine months ended September 30, 2011, the liabilities appreciated more than the investments,

creating a net investment loss. Also contributing to the net investment losses for the nine months ended September 30, 2011 was approximately $183 million of net investment losses attributable to the consolidated funds from the acquisitions of Claren Road, ESG, and AlpInvest.

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

Net loss attributable to non-controlling interests in consolidated entities was $473.4 million for the nine months ended September 30, 2011 compared to the net income attributable to non-controlling interests in consolidated entities of $301.3 million for the nine months ended September 30, 2010. These amounts are primarily attributable to the net earnings or losses of the Consolidated Funds for each period, which are substantially all allocated to the related funds' limited partners or CLO investors.

During the nine months ended September 30, 2011, the net loss of our Consolidated Funds was approximately $491.7 million. This loss was substantially due to our consolidated CLOs and the consolidated funds associated with the Claren Road, ESG, and AlpInvest acquisitions. The CLO liabilities appreciated in value greater than the CLO investments in loans and bonds, thereby creating a net loss. Also, the net loss from the consolidated AlpInvest fund of funds vehicles was approximately $293.7 million. The amount of the loss was offset by approximately $107.7 million of income allocated to the investors in the consolidated hedge funds which are reflected in redeemable non-controlling interests in consolidated entities on our combined and consolidated balance sheet. The loss was further reduced by CLO interest income in excess of interest expense. This is in contrast with the net income of our Consolidated Funds of approximately $297.2 million for the nine months ended September 30, 2010. The net income recognized during 2010 was substantially due to the gains on the CLO liabilities that were in excess of the losses on the CLO investments. The consolidated AlpInvest fund of funds vehicles and hedge funds were acquired with our acquisitions of AlpInvest, ESG, and Claren Road and accordingly did not impact the first nine months of 2010.

Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Revenues

Total revenues were $2,798.9 million for the year ended December 31, 2010, an increase of approximately $1.5 billion compared to total 2009 revenues of $1,317.8 million. The increase in revenues was primarily attributable to an increase in performance fees of $985.3 million to $1,482.0 million for the year ended December 31, 2010 and an increase of $451.9 million in interest and other income of Consolidated Funds. Investment income also increased $67.6 million over 2009 while interest and other income decreased $5.9 million in 2010 and fund management fees decreased $17.8 million.

Fund Management Fees. Fund management fees decreased $17.8 million, or 2%, to $770.3 million for the year ended December 31, 2010 compared to 2009. The decrease in fund management fees was due to the consolidation of CLOs beginning in 2010 as a result of revisions to the accounting standards governing consolidations. The management fees from the consolidated CLOs eliminate upon consolidation of these funds. Fund management fees from consolidated CLOs of $43.3 million for the year ended December 31, 2010 were eliminated from our financial statements. Fund management fees prior to elimination increased to $813.6 million for 2010 from $788.1 million in 2009, an increase of 3% or $25.5 million. Fund management fees includes transaction and portfolio advisory fees, net of rebate offsets, of $50.0 million and $32.9 million for 2010 and 2009, respectively. The $25.5 million increase in total fund management fees was due primarily to the acquisition of CLO contracts from Stanfield and Mizuho which contributed approximately $6.1 million during 2010 and the increase in transaction and portfolio advisory fees of $17.1 million, net of rebate offsets. This increase in transaction and portfolio advisory fees resulted from an increase in investment activity during 2010.

Performance Fees. Performance fees recognized in 2010 were $1,482.0 million compared to $496.7 million in 2009. The increase in performance fees was due principally to increases in the fair value of the underlying funds which increased in value a total of approximately 34% during 2010. The net appreciation in the fair value of the investments was driven by improved asset performance and operating projections of our funds' portfolio companies as well as increases in market

comparables. Approximately $668.7 million of 2010 performance fees are related to one of our funds in our Corporate Private Equity business.

Investment Income (Loss). Investment income for the year ended December 31, 2010 was $72.6 million, and was primarily attributable to our equity investments in our funds and trading securities. Investment income increased $67.6 million as compared to 2009, due principally to increases in the fair value of our funds' net assets. Investment income in 2010 excludes $19.0 million of income which is primarily attributable to our investments in the equity tranches of our consolidated CLOs. This income is eliminated upon consolidation.

Interest and Other Income. Interest and other income decreased $5.9 million from 2009 to $21.4 million in 2010.

Interest and Other Income of Consolidated Funds. Interest and other income of Consolidated Funds was $452.6 million in 2010, up from $0.7 million in 2009. This income relates primarily to our CLOs which we were required to begin consolidating in 2010 upon a change in U.S. GAAP. The CLOs generate interest income primarily from investments in bonds and loans inclusive of amortization of discounts and generate other income from consent and amendment fees. Substantially all interest and other income of our CLOs together with interest expense of our CLOs and net investment gains (losses) of Consolidated Funds is attributable to the related funds' limited partners or CLO investors and therefore is allocated to non-controlling interests. Accordingly, such amounts have no material impact on net income attributable to Carlyle Group.

Expenses

Total expenses were $1,073.8 million for the year ended December 31, 2010, an increase of $468.2 million from $605.6 million for the year ended December 31, 2009. The significant increase in expenses was due primarily to a $214.0 million expense associated with the issuance of the subordinated notes to Mubadala in December 2010, as well as the consolidation of our CLOs beginning on January 1, 2010 as a result of revisions to the accounting standards governing consolidations and the corresponding increase in interest and other expenses of Consolidated Funds, which increased $232.6 million in 2010 from $0.7 million in 2009. Also contributing to the increase in expenses was an increase in compensation and benefits related to performance fees which increased $79.6 million due to higher performance fees in 2010 as previously described.

Compensation and Benefits. Base compensation and benefits remained relatively unchanged during 2010 with a net increase of $1.0 million, or less than 1%. Performance fee related compensation expense increased $79.6 million of which $45.5 million was realized in 2010 and $34.1 million is due to the increase in unrealized performance fees. Compensation and benefits excludes amounts earned by senior Carlyle professionals for compensation and carried interest allocated to our investment professionals as such amounts are accounted for as distributions from equity. Base compensation and benefits attributable to senior Carlyle professionals was $197.5 million and $182.2 million and performance related compensation attributable to senior Carlyle professionals was $570.7 million and $157.5 million in 2010 and 2009, respectively. Base compensation and benefits would have been $462.7 million and $446.4 million and performance related compensation would have been $734.5 million and $241.7 million in 2010 and 2009, respectively, had compensation attributable to senior Carlyle professionals been treated as compensation expense. As adjusted for amounts related to senior Carlyle professionals, base compensation and benefits increased 4% primarily reflecting merit pay adjustments. As adjusted for amounts related to senior Carlyle professionals, performance related compensation as a percentage of performance fees was 50% and 49% in 2010 and 2009, respectively. Total compensation and benefits would have been $1,197.2 million and $688.1 million in 2010 and 2009, respectively, had compensation attributable to senior Carlyle professionals been treated as compensation expense.

General, Administrative and Other Expenses. General, administrative and other expenses decreased $59.4 million compared to the year ended December 31, 2009. This decrease was driven by (i) the incurrence in 2009 of a $20 million charge in connection with the resolution of an inquiry by the Office of the Attorney General of the State of New York regarding the use of placement agents

by various asset managers, including Carlyle, to solicit New York public pension funds for private equity and hedge fund commitments (the "NYAG Settlement"), (ii) approximately $4.8 million of expenses in 2009 associated with the shut down of our Latin America real estate fund and (iii) a positive variance of $34 million related to foreign currency remeasurements. In addition, severance and lease termination expenses were approximately $20 million less in 2010 compared to 2009. This decrease in expense was substantially offset by higher professional fees in 2010.

Interest. Our interest expense for the year ended December 31, 2010 was $17.8 million, a decrease of $12.8 million from the prior year. This decrease was primarily due to lower outstanding borrowings during most of 2010 until we refinanced our term loan in November 2010 and borrowed $494 million of subordinated debt in December 2010. In connection with these refinancing transactions we incurred $2.5 million in early extinguishment charges in 2010 as compared to a gain of $10.7 million from early repayment of debt in 2009.

Interest and Other Expenses of Consolidated Funds. Beginning on January 1, 2010 we were required to consolidate our CLOs as a result of revisions to the accounting standards governing consolidations. The loans of our Consolidated Funds have recourse only to the assets of the Consolidated Funds. Interest expense and other expenses of Consolidated Funds increased $232.6 million in 2010 from $0.7 million in 2009. The CLOs incur interest expense on their loans payable, and incur other expenses consisting of trustee fees, rating agency fees and professional fees. Substantially all interest and other income of our CLOs together with interest expense of our CLOs and net investment gains (losses) of Consolidated Funds is attributable to the related funds' limited partners or CLO investors and therefore is allocated to non-controlling interests. Accordingly, such amounts have no material impact on net income attributable to Carlyle Group.

Equity Issued for Affiliate Debt Financing. In December 2010, we issued equity interests to Mubadala in connection with the placement of the subordinated notes. Because we elected the fair value option to account for the subordinated notes, we expensed the fair value of the equity interests as an upfront debt issuance cost totaling $214.0 million.

Net Investment Gains (Losses) of Consolidated Funds

For the year ended December 31, 2010, net investment gains (losses) of Consolidated Funds was a loss of $245.4 million, an increase of $211.6 million compared to the loss of $33.8 million for the year ended December 31, 2009. The Consolidated Funds include our CLOs beginning in 2010 as a result of revisions to the accounting standards governing consolidations. The components of net investment gains (losses) of Consolidated Funds for the respective periods are comprised of the following:

	Year Ended December 31,	
	2010	2009
	(Dollars in millions)	
Realized gains (losses)	$ 74.1	$ (6.4)
Net change in unrealized gains	427.9	(27.4)
Total gains (losses)	502.0	(33.8)
Gains (losses) on liabilities of CLOs	(752.4)	—
Gains on other assets of CLOs	5.0	—
Total	$ (245.4)	$ (33.8)

The realized and unrealized investment gains include the appreciation of the equity investments within the consolidated corporate private equity funds as well as the appreciation of CLO investments in loans and bonds for 2010. The gains (losses) on the liabilities of the CLOs reflects the fair value adjustment on the debt of the CLOs. The liabilities of the CLOs have a lower degree of market liquidity than the CLO investments in bonds and loans and accordingly, their fair value changes will not necessarily be correlated. During the year ended December 31, 2010, the liabilities

appreciated more than the investments, creating a net investment loss. The comparative 2009 activity only includes the effect of consolidated corporate private equity funds.

Net Gain (Loss) Attributable to Non-controlling Interests in Consolidated Entities

Net loss attributable to non-controlling interests in consolidated entities was $66.2 million for the year ended December 31, 2010 compared to $30.5 million for the year ended December 31, 2009. This increase was primarily attributable to the net loss of the Consolidated Funds, which is substantially all allocated to the related funds' limited partners or CLO investors. During the year ended December 31, 2010, the net loss of our Consolidated Funds was approximately $76.9 million and was substantially impacted by our consolidation of CLOs beginning in January 2010 due to a change in accounting standards. The 2010 loss was driven by the losses incurred on the CLO liabilities as the liabilities appreciated in value greater than the investments of the CLOs. The investment loss was reduced by interest income in excess of interest expense from the CLOs. This compares to a net loss of $33.8 million from our Consolidated Funds in 2009 which is entirely due to net investment losses.

Year Ended December 31, 2009 Compared to the Year Ended December 31, 2008

Revenues

Total revenues were $1.3 billion for the year ended December 31, 2009, an increase of $1.4 billion compared to $(121.3) million for the year ended December 31, 2008. The increase in total revenues was primarily attributable to an increase of $1.4 billion in performance fees, which were $496.7 million for the year ended December 31, 2009, and an increase of $109.9 million in investment income.

Fund Management Fees. Fund management fees were $788.1 million for the year ended December 31, 2009, a decrease of $23.3 million from $811.4 million for the year ended December 31, 2008. Fund management fees decreased in the year ended December 31, 2009 due to a $12.2 million reduction in management fees and a decrease in transaction and portfolio advisory fees of $11.1 million. Management fees for the year ended December 31, 2009 decreased due to less capital raised in the year ended December 31, 2009 than in 2008, including final capital closings in 2008 in funds which began raising capital in 2007. Fund management fees includes transaction and portfolio advisory fees, net of rebate offsets, of $32.9 million and $44.0 million for 2009 and 2008, respectively. Transaction and portfolio advisory fees decreased $11.1 million, primarily driven by decreased investment activity for the year ended December 31, 2009 as compared to the same period in 2008.

Performance Fees. Performance fees increased by $1.4 billion. The improvements in performance fees were driven by the increase in fair value of our Corporate Private Equity funds, which was principally driven by the increase in the public stock price of one of our portfolio companies in CAP I, China Pacific. The change in carried interest income on unrealized transactions, including China Pacific, accounted for $485.6 million of total performance fees of $496.7 million for the year ended December 31, 2009.

Investment Income (Loss). Investment income (loss) increased by $109.9 million. The improvement in investment income was due to $5.0 million of income from equity investments and trading securities for the year ended December 31, 2009, as compared to a loss of $104.9 million for the year ended December 31, 2008.

Interest and Other Income. Interest and other income decreased $10.9 million from 2008 to $27.3 million in 2009.

Expenses

Total expenses were $605.6 million for the year ended December 31, 2009, an increase of $63.2 million, compared to $542.4 million for the year ended December 31, 2008. The increase in expenses was primarily attributable to an increase in compensation and benefits of $251.0 million,

which was partially offset by the impact in the prior year period of a $147.0 million loss on the liquidation of CCC (See “Business — Legal Proceedings”).

Compensation and Benefits. Base compensation and benefits decreased $33.0 million, or 11%, in 2009 compared to 2008. At the end of 2008 and during the beginning of 2009, we reduced our total employees by approximately 10% in response to the economic downturn. This decrease in headcount is reflected in the savings in base compensation. Base compensation also includes severance costs which were $35.6 million in 2008 and $12.5 million in 2009 with the difference also contributing to the year over year reduction in expense. Performance related compensation increased $284.0 million in 2009 to approximately $84.2 million as compared to performance related compensation of $(199.8) million in 2008. The negative performance fee related compensation expense in 2008 results from the reversal of performance fees allocated to certain personnel due to a net reduction in the fair value of the underlying fund investments. The year ended December 31, 2009 also included compensation costs of $84.2 million resulting from the increase in the carried interest allocated to certain employees resulting from an increase in the fair value of underlying fund investments. As noted above, amounts due to senior Carlyle professionals for compensation and carried interest allocated to them have historically been accounted for as distributions from equity rather than as compensation expense. Base compensation and benefits attributable to senior Carlyle professionals was $182.2 million and $134.3 million and performance related compensation attributable to senior Carlyle professionals was $157.5 million and $(268.6) million in 2009 and 2008, respectively. Base compensation and benefits would have been $446.4 million and $431.5 million and performance related compensation would have been $241.7 million and $(468.4) million in 2009 and 2008, respectively, had compensation attributable to senior Carlyle professionals been treated as compensation expense. As adjusted for amounts related to senior Carlyle professionals, performance related compensation as a percentage of performance fees was 49% and 53% in 2009 and 2008, respectively. Total compensation and benefits would have been $688.1 million and negative $36.9 million in 2009 and 2008, respectively, had compensation attributable to senior Carlyle professionals been treated as compensation expense.

General, Administrative and Other Expenses. General, administrative and other expenses decreased $8.5 million during the year ended December 31, 2009 due to firm-wide cost saving initiatives primarily reflected in reduced travel and entertainment expenses and reductions in external fundraising expenses. These savings were offset in part by the $20 million NYAG Settlement.

Gain from Early Extinguishment of Debt, Net of Related Expenses. During 2009 we prepaid a portion of our term loan at a discount to par resulting in a net $10.7 million gain.

Interest. Our interest expense for the year ended December 31, 2009 was $30.6 million, a decrease of $15.5 million from the same period in the prior year. This was primarily due to the repayment of $303.6 million of loans payable.

Loss on CCC Liquidation. For the year ended December 31, 2009 expenses were also below those for 2008 due to the $147.0 million loss on the liquidation of CCC in 2008. The loss was inclusive of a $128.1 million impairment charge related to notes receivable from CCC, and other charges related to litigation, contract terminations, and severance. In addition, we recognized a loss of $5.3 million for the value of investments in CCC and restricted stock for a total loss of $152.3 million.

Net Investment (Losses) Gains of Consolidated Funds.

The Consolidated Funds incurred a net investment loss of $33.8 million for the year ended December 31, 2009, compared to a net investment gain of $162.5 million for the year ended December 31, 2008. Because only a small portion of our investment funds are consolidated, the performance of the Consolidated Funds is not necessarily consistent with or representative of the combined performance trends of all of our funds.

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

Net income (loss) attributable to non-controlling interest in consolidated entities primarily reflects the income/loss allocation to the limited partner investors in our Consolidated Funds. The net loss attributable to non-controlling interests in consolidated entities for the year ended December 31, 2009 was $30.5 million and was primarily related to net unrealized fair value declines on portfolio investments in one of our corporate private equity funds, which is consolidated during that period. The net income attributable to non-controlling interests in consolidated entities was $94.5 million for the year ended December 31, 2008 and was primarily related to realized gains from sale of underlying fund investments.

Non-GAAP Financial Measures

The following table sets forth information in the format used by management when making resource deployment decisions and in assessing performance of our segments. These non-GAAP financial measures are presented for the nine months ended September 30, 2011 and 2010 and the three years ended December 31, 2010, 2009 and 2008. The table below shows our total segment Economic Net Income which is composed of the sum of Fee Related Earnings, Net Performance Fees and Investment Income. This analysis excludes the effect of consolidated funds, amortization of intangible assets and acquisition related expenses, treats compensation attributable to senior Carlyle professionals as compensation expense, assumes that the subordinated notes were converted to equity as described in "— Reorganization — Conversion of Subordinated Notes," and adjusts for other nonrecurring or unusual items and corporate actions. See Note 14 to the combined and consolidated financial statements included elsewhere in this prospectus.

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Segment Revenues					
Fund level fee revenues					
Fund management fees	$ 649.9	$ 570.4	$ 763.5	$ 755.2	$ 767.4
Portfolio advisory fees, net	31.8	13.3	19.8	18.2	18.4
Transaction fees, net	28.3	13.7	30.2	14.7	25.6
Total fund level fee revenues	710.0	597.4	813.5	788.1	811.4
Performance fees					
Realized	886.7	99.8	274.2	11.0	98.8
Unrealized	(191.7)	203.1	1,204.1	479.7	(948.8)
Total performance fees	695.0	302.9	1,478.3	490.7	(850.0)
Investment income (loss)					
Realized	48.4	7.1	10.4	(1.7)	17.7
Unrealized	15.4	41.8	61.2	9.4	(84.7)
Total investment income (loss)	63.8	48.9	71.6	7.7	(67.0)
Interest and other income	14.9	16.4	22.4	27.3	38.2
Total revenues	1,483.7	965.6	2,385.8	1,313.8	(67.4)

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Segment Expenses					
Direct compensation and benefits					
Direct base compensation	303.4	262.6	350.1	340.4	294.3
Performance fee related					
Realized	425.6	55.1	140.7	3.6	56.9
Unrealized	(138.2)	84.2	593.8	238.1	(522.0)
Total direct compensation and benefits	590.8	401.9	1,084.6	582.1	(170.8)
General, administrative and other indirect expenses	267.6	182.2	269.4	284.8	316.9
Interest expense	46.4	13.5	17.8	30.6	46.1
Total expenses	904.8	597.6	1,371.8	897.5	192.2
Economic Net Income (Loss)	**$ 578.9**	**$ 368.0**	**$ 1,014.0**	**$ 416.3**	**$ (259.6)**
Fee Related Earnings	$ 107.5	$ 155.5	$ 198.6	$ 159.6	$ 192.3
Net Performance Fees	$ 407.6	$ 163.6	$ 743.8	$ 249.0	$ (384.9)
Investment Income (Loss)	$ 63.8	$ 48.9	$ 71.6	$ 7.7	$ (67.0)
Distributable Earnings	$ 617.0	$ 207.3	$ 342.5	$ 165.3	$ 251.9

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

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Income (loss) before provision for income taxes	$ 470.4	$ 886.9	$ 1,479.7	$ 678.4	$ (501.2)
Partner compensation(1)	(458.3)	(222.8)	(768.2)	(339.7)	134.3
Acquisition related charges and amortization of intangibles	57.1	1.5	11.0	—	—
Equity issued for affiliate debt financing	—	—	214.0	—	—
Loss on CCC liquidation	—	—	—	—	152.3
Loss on NYAG settlement	—	—	—	20.0	—
Loss (gain) associated with early extinguishment of debt	—	—	2.5	(10.7)	—
Other non-operating expenses	30.0	—	—	—	—
Non-controlling interests in consolidated entities	473.4	(301.3)	66.2	30.5	(94.5)
Severance and lease terminations	6.3	4.1	8.5	29.0	49.5
Other	—	(0.4)	0.3	8.8	—
Economic Net Income (Loss)	$ 578.9	$ 368.0	$ 1,014.0	$ 416.3	$ (259.6)
Net performance fees(2)	407.6	163.6	743.8	249.0	(384.9)
Investment income (loss)(2)	63.8	48.9	71.6	7.7	(67.0)
Fee Related Earnings	$ 107.5	$ 155.5	$ 198.6	$ 159.6	$ 192.3
Realized performance fees, net of related compensation(2)	461.1	44.7	133.5	7.4	41.9
Investment income (loss) — realized(2)	48.4	7.1	10.4	(1.7)	17.7
Distributable Earnings	$ 617.0	$ 207.3	$ 342.5	$ 165.3	$ 251.9

(1) Adjustments for partner compensation reflect amounts due to senior Carlyle professionals for compensation and carried interest allocated to them which amounts were classified as distributions from equity in our financial statements.

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

	Nine Months Ended September 30, 2011		
	Carlyle Consolidated	Adjustments(3)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 870.1	$ 16.6	$ 886.7
Unrealized	(133.6)	(58.1)	(191.7)
Total performance fees	736.5	(41.5)	695.0
Performance fee related compensation expense			
Realized	136.2	289.4	425.6
Unrealized	(81.7)	(56.5)	(138.2)
Total performance fee related compensation expense	54.5	232.9	287.4
Net performance fees			
Realized	733.9	(272.8)	461.1
Unrealized	(51.9)	(1.6)	(53.5)
Total net performance fees	$ 682.0	$ (274.4)	$ 407.6
Investment income (loss)			
Realized	$ 50.3	$ (1.9)	$ 48.4
Unrealized	6.3	9.1	15.4
Total investment income	$ 56.6	$ 7.2	$ 63.8

	Nine Months Ended September 30, 2010		
	Carlyle Consolidated	Adjustments(3)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 92.4	$ 7.4	$ 99.8
Unrealized	220.8	(17.7)	203.1
Total performance fees	313.2	(10.3)	302.9
Performance fee related compensation expense			
Realized	(0.1)	55.2	55.1
Unrealized	40.5	43.7	84.2
Total performance fee related compensation expense	40.4	98.9	139.3
Net performance fees			
Realized	92.5	(47.8)	44.7
Unrealized	180.3	(61.4)	118.9
Total net performance fees	$ 272.8	$ (109.2)	$ 163.6
Investment income (loss)			
Realized	$ (0.8)	$ 7.9	$ 7.1
Unrealized	44.1	(2.3)	41.8
Total investment income (loss)	$ 43.3	$ 5.6	$ 48.9

(3) Adjustments to performance fees and investment income (loss) relate to amounts earned from the Consolidated Funds, which were eliminated in the U.S. GAAP consolidation but were included in the segment results, and amounts attributable to non-controlling interests in consolidated entities, which were excluded from the segment results. Adjustments to performance fee related compensation expense relate to the inclusion of partner compensation in the segment results. Adjustments are also included in these financial statement captions for the nine months ended September 30, 2011 to reflect the Company's 55% economic interest in Claren Road and ESG and the Company's 60% interest in AlpInvest in the segment results.

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

	Year Ended December 31, 2010		
	Carlyle Consolidated	Adjustments(4)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 266.4	$ 7.8	$ 274.2
Unrealized	1,215.6	(11.5)	1,204.1
Total performance fees	1,482.0	(3.7)	1,478.3
Performance fee related compensation expense			
Realized	46.6	94.1	140.7
Unrealized	117.2	476.6	593.8
Total performance fee related compensation expense	163.8	570.7	734.5
Net performance fees			
Realized	219.8	(86.3)	133.5
Unrealized	1,098.4	(488.1)	610.3
Total net performance fees	$ 1,318.2	$ (574.4)	$ 743.8
Investment income (loss)			
Realized	$ 11.9	$ (1.5)	$ 10.4
Unrealized	60.7	0.5	61.2
Total investment income	$ 72.6	$ (1.0)	$ 71.6

	Year Ended December 31, 2009		
	Carlyle Consolidated	Adjustments(4)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 11.1	$ (0.1)	$ 11.0
Unrealized	485.6	(5.9)	479.7
Total performance fees	496.7	(6.0)	490.7
Performance fee related compensation expense			
Realized	1.1	2.5	3.6
Unrealized	83.1	155.0	238.1
Total performance fee related compensation expense	84.2	157.5	241.7
Net performance fees			
Realized	10.0	(2.6)	7.4
Unrealized	402.5	(160.9)	241.6
Total net performance fees	$ 412.5	$ (163.5)	$ 249.0
Investment income (loss)			
Realized	$ (5.2)	$ 3.5	$ (1.7)
Unrealized	10.2	(0.8)	9.4
Total investment income (loss)	$ 5.0	$ 2.7	$ 7.7

(4) Adjustments to performance fees and investment income (loss) relate to amounts earned from the Consolidated Funds, which were eliminated in the U.S. GAAP consolidation but were included in the segment results, and amounts attributable to non-controlling interests in consolidated entities, which were excluded from the segment results. Adjustments to performance fee related compensation expense relate to the inclusion of partner compensation in the segment results.

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

	Year Ended December 31, 2008		
	Carlyle Consolidated	Adjustments(4)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 59.3	$ 39.5	$ 98.8
Unrealized	(944.0)	(4.8)	(948.8)
Total performance fees	(884.7)	34.7	(850.0)
Performance fee related compensation expense			
Realized	23.3	33.6	56.9
Unrealized	(223.1)	(298.9)	(522.0)
Total performance fee related compensation expense	(199.8)	(265.3)	(465.1)
Net performance fees			
Realized	36.0	5.9	41.9
Unrealized	(720.9)	294.1	(426.8)
Total net performance fees	$ (684.9)	$ 300.0	$ (384.9)
Investment income (loss)			
Realized	$ 5.7	$ 12.0	$ 17.7
Unrealized	(110.6)	25.9	(84.7)
Total investment income	$ (104.9)	$ 37.9	$ (67.0)

(4) Adjustments to performance fees and investment income (loss) relate to amounts earned from the Consolidated Funds, which were eliminated in the U.S. GAAP consolidation but were included in the segment results, and amounts attributable to non-controlling interests in consolidated entities, which were excluded from the segment results. Adjustments to performance fee related compensation expense relate to the inclusion of partner compensation in the segment results.

Economic Net Income (Loss) and Distributable Earnings for our reportable segments are as follows:

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Economic Net Income (Loss)					
Corporate Private Equity	$ 352.4	$ 285.3	$ 819.3	$ 400.4	$ (138.9)
Real Assets	80.0	26.6	90.7	16.9	(78.1)
Global Market Strategies	139.3	56.1	104.0	(1.0)	(42.6)
Fund of Funds Solutions	7.2	—	—	—	—
Economic Net Income (Loss)	$ 578.9	$ 368.0	$ 1,014.0	$ 416.3	$ (259.6)
Distributable Earnings:					
Corporate Private Equity	$ 431.9	$ 170.4	$ 307.2	$ 159.7	$ 199.6
Real Assets	70.4	20.4	12.7	6.9	32.3
Global Market Strategies	103.0	16.5	22.6	(1.3)	20.0
Fund of Funds Solutions	11.7	—	—	—	—
Distributable Earnings	$ 617.0	$ 207.3	$ 342.5	$ 165.3	$ 251.9

Segment Analysis

Discussed below is our ENI for our segments for the periods presented. We began reporting on our Fund of Funds Solutions segment in the quarter ending September 30, 2011. See "— Recent Transactions" and "Unaudited Pro Forma Financial Information." Our segment information is reflected in the manner utilized by our senior management to make operating decisions, assess performance and allocate resources.

For segment reporting purposes, revenues and expenses are presented on a basis that deconsolidates our Consolidated Funds. As a result, segment revenues from management fees,

performance fees and investment income are greater than those presented on a consolidated GAAP basis because fund management fees recognized in certain segments are received from Consolidated Funds and are eliminated in consolidation when presented on a consolidated GAAP basis. Furthermore, expenses are lower than related amounts presented on a consolidated GAAP basis due to the exclusion of fund expenses that are paid by the Consolidated Funds. Finally, ENI includes a compensation charge for senior Carlyle professionals, which is reflected in both the base compensation expense and in performance fee related compensation. As such, compensation and benefits expense is greater in ENI than in our historical GAAP results where all compensation earned by senior Carlyle professionals is accounted for as distributions from equity.

Corporate Private Equity

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

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Segment Revenues					
Fund level fee revenues					
Fund management fees	$ 387.7	$ 401.2	$ 537.6	$ 536.0	$ 522.8
Portfolio advisory fees, net	27.0	10.1	14.9	15.9	14.0
Transaction fees, net	26.4	5.5	21.5	12.0	19.9
Total fund level fee revenues	441.1	416.8	574.0	563.9	556.7
Performance fees					
Realized	690.7	97.8	267.3	3.5	54.3
Unrealized	(179.0)	144.0	996.3	491.8	(742.6)
Total performance fees	511.7	241.8	1,263.6	495.3	(688.3)
Investment income (loss)					
Realized	35.1	2.0	4.2	(2.7)	18.6
Unrealized	(5.6)	31.5	40.6	9.5	(13.8)
Total investment income (loss)	29.5	33.5	44.8	6.8	4.8
Interest and other income	8.1	10.1	14.8	10.8	19.3
Total revenues	990.4	702.2	1,897.2	1,076.8	(107.5)
Segment Expenses					
Direct compensation and benefits					
Direct base compensation	189.2	175.1	237.6	227.4	195.0
Performance fee related					
Realized	355.6	54.7	136.0	0.6	33.3
Unrealized	(105.1)	60.6	524.8	260.6	(417.9)
Total direct compensation and benefits	439.7	290.4	898.4	488.6	(189.6)
General, administrative and other indirect expenses	168.3	118.0	168.1	168.0	188.1
Interest expense	30.0	8.5	11.4	19.8	32.9
Total expenses	638.0	416.9	1,077.9	676.4	31.4
Economic Net Income (Loss)	**$ 352.4**	**$ 285.3**	**$ 819.3**	**$ 400.4**	**$ (138.9)**
Fee Related Earnings	$ 61.7	$ 125.3	$ 171.7	$ 159.5	$ 160.0
Net Performance Fees	$ 261.2	$ 126.5	$ 602.8	$ 234.1	$ (303.7)
Investment Income	$ 29.5	$ 33.5	$ 44.8	$ 6.8	$ 4.8
Distributable Earnings	$ 431.9	$ 170.4	$ 307.2	$ 159.7	$ 199.6

Nine Months Ended September 30, 2011 Compared to the Nine Months Ended September 30, 2010

Total fee revenues were $441.1 million in the nine months ended September 30, 2011 representing an increase of $24.3 million, or 6%, over the comparable period in 2010. This increase reflects a $20.9 million increase in net transaction fees and an increase in net portfolio advisory fees of $16.9 million offset by a decrease in fund management fees of $13.5 million. The increase in net transaction fees resulted from higher investment activity in the first nine months of 2011 compared to the same period in 2010. The decrease in fund management fees reflects a decrease in our weighted-average management fee rate from 1.33% in 2010 to 1.30% at September 30, 2011. The rate decrease is primarily a result of a 20% rate reduction in our third European buyout fund for the years 2011 and 2012.

Interest and other income was $8.1 million in the nine months ended September 30, 2011, a decrease from $10.1 million in the comparable period in 2010.

Total compensation and benefits was $439.7 million and $290.4 million in the first nine months of 2011 and 2010, respectively. Performance fee related compensation expense was $250.5 million and $115.3 million, or 49% and 48% of performance fees, for the nine months ended September 30, 2011 and 2010, respectively.

Direct base compensation expense increased $14.1 million in the first nine months of 2011, or 8%, over the comparable period in 2010, primarily reflecting adjustments to base compensation and bonuses as headcount increased. General, administrative and other indirect expenses increased $50.3 million in the nine months ended September 30, 2011 compared to the same period in 2010. The net expense increase primarily reflected allocated overhead costs related to our continued investment in infrastructure and back office support.

Interest expense increased $21.5 million, or 253%, in the first nine months of 2011 over the comparable period in 2010. This increase was primarily attributable to interest expense recorded in the first nine months of 2011 on our subordinated notes payable to Mubadala, which we issued in connection with a December 2010 transaction. On October 20, 2011, we borrowed $265.5 million under the revolving credit facility of our existing senior secured credit facility to redeem $250.0 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. The remaining outstanding borrowing will convert into equity in connection with this offering. See "— Reorganization — Conversion of Subordinated Notes." The increase was also due to higher borrowings under our refinanced term loan.

Economic Net Income. ENI was $352.4 million for the nine months ended September 30, 2011, reflecting a 24% increase over ENI of $285.3 million in the first nine months of 2010 for this business. The increase in ENI in 2011 was driven by a $134.7 million increase in net performance fees over the 2010 period offset in part by interest expense and our continued investment in infrastructure and back office support which resulted in a $63.6 million decrease in fee related earnings.

Fee Related Earnings. Fee related earnings were $61.7 million in the nine months ended September 30, 2011, as compared to $125.3 million for the same period in 2010, representing a decrease of $63.6 million. The decrease in fee related earnings is primarily attributable to a net increase in expenses primarily reflecting allocated overhead costs related to our continued investment in infrastructure and back office support, as well as higher interest expense associated with the subordinated notes payable to Mubadala.

Performance Fees. Performance fees increased $269.9 million in the first nine months of 2011 over the comparable period in 2010. Performance fees of $511.7 million and $241.8 million are inclusive of performance fees reversed of approximately $(240.4) million and $(62.8) million during

the nine months ended September 30, 2011 and 2010, respectively. Performance fees for this segment by type of fund are as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Buyout funds	$ 525.6	$ 189.8
Growth Capital funds	(13.9)	52.0
Performance fees	$ 511.7	$ 241.8

The $511.7 million in performance fees in the nine months ended September 30, 2011 was primarily driven by performance fees for CP IV of $284.3 million and CP V of $391.3 million, offset by performance fees for CAP II of $(82.1) million and CAP I (including co-investments) of $(66.3) million. During 2011, CP V surpassed its preferred return hurdles, which CP IV had accomplished in 2010. The total year-to-date appreciation in the remaining value of assets for funds in this segment was approximately 9%. Approximately 64% and 23%, respectively, of the remaining fair value of the investment portfolios of CP IV and CP V is held in publicly traded companies. Accordingly, this portion of the portfolio will move in valuation in accordance with changes in public market prices for the equity of these companies. Comparatively, the $241.8 million of performance fees in the first nine months of 2010 was primarily driven by increases in net asset values of two of our U.S. buyout funds (CP III and CP IV), representing performance fees of $95.0 million and $66.9 million, respectively, for this period.

During the first nine months of 2011, net performance fees were $261.2 million or 51% of performance fees and $134.7 million over the net performance fees in the comparable period in 2010.

Investment Income. Investment income in the nine months ended September 30, 2011 was $29.5 million compared to $33.5 million in the same period in 2010. During the first nine months of 2011, realized investment income was $35.1 million compared to $2.0 million in the 2010 period.

Distributable Earnings. Distributable earnings increased 153% in the nine months ended September 30, 2011 to $431.9 million from $170.4 million in the first nine months of 2010. This reflects realized net performance fees of $335.1 million in the first nine months of 2011 compared to $43.1 million in the same period in 2010.

Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Total fee revenues were $574.0 million in 2010 representing an increase of $10.1 million, or 2%, over 2009. This increase was driven almost entirely by net transaction fees which increased 79% or $9.5 million over 2009 reflecting the higher investment activity in 2010 as compared to 2009. Fund management fees and portfolio advisory fees were largely unchanged from 2009. The weighted-average management fee rate decreased from 1.32% to 1.29% at December 31, 2010 due primarily to a reduction in the fee rate for our third European buyout fund. The effect of this decrease will primarily impact our fees earned in 2011 and 2012.

Total compensation and benefits was $898.4 million and $488.6 million in 2010 and 2009, respectively. Performance fee related compensation expense was $660.8 million and $261.2 million, or 52% and 53% of performance fees, in 2010 and 2009, respectively.

Direct base compensation expense increased $10.2 million, or 4%, over 2009, primarily as the result of adjustments to base compensation and bonuses as headcount remained relatively unchanged between years. General, administrative and other indirect expenses of $168.1 million for 2010 were relatively consistent with 2009.

Interest expense decreased $8.4 million, or 42%, over the comparable period in 2009. This decrease was primarily due to lower outstanding borrowings during most of 2010 until we refinanced our term loan in November 2010 and borrowed $494 million of subordinated debt in December 2010.

Economic Net Income. ENI was $819.3 million for 2010, or 205% of our 2009 ENI of $400.4 million for this business. The composition of ENI in 2010 was substantially impacted by the growth in net performance fees and to a lesser extent by the improvement in investment income. Net performance fees and investment income represented 74% and 5% of segment ENI in 2010 as compared to 58% and 2% in 2009, respectively.

Fee Related Earnings. Fee related earnings increased $12.2 million in 2010 over 2009 to a total of $171.7 million.

Performance Fees. Performance fees of $1,263.6 million and $495.3 million in 2010 and 2009, respectively, are inclusive of performance fees reversed of $0 in 2010 and approximately $(82.4) million during 2009. Performance fees for this segment by type of fund are as follows:

	Year Ended December 31,	
	2010	2009
	(Dollars in millions)	
Buyout funds	$ 1,213.6	$ 485.4
Growth Capital funds	50.0	9.9
Performance fees	$ 1,263.6	$ 495.3

During 2010, investments in our Corporate Private Equity funds appreciated approximately 46% reflecting both improved performance and outlook, as well as higher market comparables. Most significantly, during 2010, CP IV surpassed its preferred return hurdles and we recognized $668.7 million of performance fees in 2010, representing 53% of the performance fees for this segment. CAP II generated performance fees of $173.4 million and CP III generated performance fees of $147.9 million, in each case driven by significant appreciation in value of the funds' assets. Approximately 42% of the remaining asset value in CP III at December 31, 2010 was in publicly listed companies, whereas the public portfolio in CAP II was only 6% at December 31, 2010.

In 2010, net performance fees were 48% of performance fees as compared to 47% in 2009. Net performance fees increased $368.7 million in 2010 over 2009.

Investment Income. Investment income in 2010 was $44.8 million of which $40.6 million was unrealized. Investment income increased $38.0 million from 2009 reflecting the appreciation in the underlying funds.

Distributable Earnings. Distributable earnings nearly doubled to $307.2 million in 2010 from $159.7 million in 2009. The 2010 distributable earnings growth was driven primarily by an increase in realized net performance fees of $128.4 million and an increase in fee related earnings of $12.2 million.

Year Ended December 31, 2009 Compared to the Year Ended December 31, 2008

Total fee revenues were $563.9 million in 2009 representing an increase of $7.2 million, or 1%, over 2008. This increase was driven by an increase in fund management fees of $13.2 million or 3% offset by a decrease of $7.9 million in net transaction fees due to a decrease in investment activity in 2009 stemming from the credit crisis. The net increase in fund management fees primarily reflects the raising of our global financial services fund (CGFSP I) which generated a $13 million increase in management fees. The weighted-average management fee rate remained consistent for 2009 and 2008. Portfolio advisory fees were largely unchanged from 2008.

Total compensation and benefits was $488.6 million in 2009 and $(189.6) million in 2008 due to the negative performance fees in 2008. Performance fee related compensation expense was

$261.2 million and $(384.6) million, or 53% and 56% of performance fees, in 2009 and 2008, respectively.

Direct base compensation expense increased 17%, or $32.4 million, to $227.4 million reflecting merit and promotion adjustments in addition to foreign exchange. General, administrative and other operating expenses decreased $20.1 million, or 11%, in 2009 as compared to 2008. Interest expense decreased $13.1 million, or 40%, in 2009 as compared to 2008; this decrease was primarily due to the repayment of $303.6 million of loans payable.

Economic Net Income. ENI was $400.4 million for 2009, or an improvement of $539.3 million over the 2008 loss of $138.9 million. The favorable swing in net performance fees of $537.8 million accounts for substantially all of the variance between years.

Fee Related Earnings. Fee related earnings decreased $0.5 million in 2009 to $159.5 million from $160.0 million in 2008.

Performance Fees. Performance fees of $495.3 million and $(688.3) million in 2009 and 2008, respectively, are inclusive of performance fees reversed of approximately $(82.4) million and $(740.3) million in 2009 and 2008, respectively. Performance fees for this segment by type of fund are as follows:

	Year Ended December 31,	
	2009	2008
	(Dollars in millions)	
Buyout funds	$ 485.4	$ (627.0)
Growth Capital funds	9.9	(61.3)
Performance fees	$ 495.3	$ (688.3)

Most of our performance fees in 2009 and a major component in 2008 are attributable to an investment in China Pacific by CAP I and a related external co-investment entity. Performance fees from this investment were $525.5 million in 2009 and $(391.4) million in 2008.

In 2009, net performance fees were 47% of performance fees, as compared to 44% in 2008. Net performance fees increased $537.8 million in 2009 to $234.1 million from 2008's net performance fees of $(303.7) million.

Investment Income. Investment income in 2009 was $6.8 million representing a $2.0 million improvement over the 2008 investment income of $4.8 million.

Distributable Earnings. Distributable earnings decreased $39.9 million in 2009 to $159.7 million from $199.6 million in 2008. The decrease in distributable earnings resulted from a decrease in fee related earnings of $0.5 million, a decrease of $18.1 million in realized net performance fees and a decrease in realized investment income of $21.3 million.

Fee-earning AUM as of and for each of the Three Years in the Period Ended December 31, 2010 and for each of the Nine Month Periods Ended September 30, 2011 and September 30, 2010.

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

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

Corporate Private Equity	As of September 30,		As of December 31,		
	2011	2010	2010	2009	2008
Components of Fee-earning AUM(1)			(Dollars in millions)		
Fee-earning AUM based on capital commitments	$ 28,811	$ 28,174	$ 28,386	$ 27,884	$ 27,097
Fee-earning AUM based on invested capital	9,588	10,724	10,209	12,251	12,834
Fee-earning AUM based on lower of cost or fair value and other(2)	295	303	305	248	266
Total Fee-earning AUM	**$ 38,694**	**$ 39,201**	**$ 38,900**	**$ 40,383**	**$ 40,197**
Weighted Average Management Fee Rates(3)					
All Funds	1.30%	1.33%	1.29%	1.32%	1.32%
Funds in Investment Period	1.37%	1.44%	1.37%	1.43%	1.43%

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

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

(3) Represents the aggregate effective management fee rate for each fund in the segment, weighted by each fund's fee-earning AUM, as of the end of each period presented.

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

Corporate Private Equity	As of September 30,		As of December 31,		
	2011	2010	2010	2009	2008
Fee-Earning AUM Rollforward			(Dollars in millions)		
Balance, Beginning of Period	$ 38,900	$ 40,383	$ 40,383	$ 40,197	$ 36,581
Inflows, including Commitments(1)	819	832	1,504	907	4,863
Outflows, including Distributions(2)	(1,433)	(1,713)	(2,441)	(826)	(1,178)
Foreign exchange(3)	408	(301)	(546)	105	(69)
Balance, End of Period	**$ 38,694**	**$ 39,201**	**$ 38,900**	**$ 40,383**	**$ 40,197**

(1) Inflows represent limited partner capital raised and capital invested by funds outside the investment period.

(2) Outflows represent limited partner distributions from funds outside the investment period and changes in basis for our carry funds where the investment period has expired.

(3) Represents the impact of foreign exchange rate fluctuations on the translation of our non-USD funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Fee-earning AUM was $38.7 billion at September 30, 2011, a decrease of $0.2 billion, or 1%, compared to $38.9 billion at December 31, 2010. Inflows of $0.8 billion were primarily related to limited partner commitments raised by our South America buyout fund (CSABF I), our first Renminbi denominated buyout fund (CBPF) and our equity opportunities fund (CEOF). Outflows of $1.4 billion were principally a result of distributions from several buyout funds that were outside of their investment period. Distributions from funds still in the investment period do not impact fee-earning AUM as these funds are based on commitments and not invested capital. Changes in fair value have no material impact on fee-earning AUM for Corporate Private Equity as substantially all of the funds generate management fees based on either commitments or invested capital at cost, neither of which is impacted by fair value movements.

Fee-earning AUM was $39.2 billion at September 30, 2010, a decrease of $1.2 billion, or 3%, compared to $40.4 billion at December 31, 2009. Inflows of $0.8 billion were primarily related to limited partner commitments raised by our CSABF I and our CGFSP I. Outflows of $1.7 billion were principally a result of distributions from several of the funds outside of their investment period.

Fee-earning AUM was $38.9 billion at December 31, 2010, a decrease of $1.5 billion, or 4%, compared to $40.4 billion at December 31, 2009. Inflows of $1.5 billion were primarily related to limited partner commitments raised by CAP III, CSABF I, CGFSP I and CBPF. Outflows of $2.4 billion were principally a result of distributions from several of the funds outside of their investment period.

Fee-earning AUM was $40.4 billion at December 31, 2009, an increase of $0.2 billion, less than 1%, compared to $40.2 billion at December 31, 2008. Inflows of $0.9 billion were primarily related to limited partner commitments raised by CAP III, CSABF I, CGFSP I and our fourth Asia growth fund (CAGP IV). Outflows of $0.8 billion were principally a result of distributions from several of our buyout funds and related co-investments, all of which were outside of their investment period.

Fee-earning AUM was $40.2 billion at December 31, 2008, an increase of $3.6 billion, or 10%, compared to $36.6 billion at December 31, 2007. Inflows of $4.9 billion were primarily related to limited partner commitments raised by CP V, CAP III, CGFSP I and CAGP IV. Outflows of $1.2 billion were principally a result of distributions from our fully invested US and Asia buyout funds.

Total AUM as of and for each of the Three Years in the Period Ended December 31, 2010 and for the Nine Month Period Ended September 30, 2011.

The table below provides the period to period rollforwards of Available Capital and Fair Value of Capital, and the resulting rollforward of Total AUM.

	Available Capital	Fair Value of Capital	Total AUM
Corporate Private Equity		(Dollars in millions)	
Balance, As of December 31, 2007	**$ 23,181**	**$ 25,364**	**$ 48,545**
Commitments raised, net(1)	5,265	—	5,265
Capital Called, net(2)	(5,514)	5,268	(246)
Distributions, net(3)	212	(1,698)	(1,486)
Market Appreciation/(Depreciation)(4)	—	(6,955)	(6,955)
Foreign exchange(5)	62	1	63
Balance, As of December 31, 2008	**$ 23,206**	**$ 21,980**	**$ 45,186**
Commitments raised, net(1)	89	—	89
Capital Called, net(2)	(2,303)	1,841	(462)
Distributions, net(3)	631	(920)	(289)
Market Appreciation/(Depreciation)(4)	—	4,217	4,217
Foreign exchange(5)	51	51	102
Balance, As of December 31, 2009	**$ 21,674**	**$ 27,169**	**$ 48,843**
Commitments raised, net(1)	2,258	—	2,258
Capital Called, net(2)	(9,163)	8,830	(333)
Distributions, net(3)	700	(5,350)	(4,650)
Market Appreciation/(Depreciation)(4)	—	10,738	10,738
Foreign exchange(5)	(340)	(206)	(546)
Balance, As of December 31, 2010	**$ 15,129**	**$ 41,181**	**$ 56,310**
Commitments raised, net(1)	1,259	—	1,259
Capital Called, net(2)	(3,052)	2,763	(289)
Distributions, net(3)	1,085	(10,056)	(8,971)
Market Appreciation/(Depreciation)(4)	—	2,366	2,366
Foreign exchange(5)	169	200	369
Balance, As of September 30, 2011	**$ 14,590**	**$ 36,454**	**$ 51,044**

(1) Represents capital raised by our carry funds, net of expired available capital.
(2) Represents capital called by our carry funds, net of fund fees and expenses.
(3) Represents distributions from our carry funds, net of amounts recycled.
(4) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on portfolio investments.
(5) Represents the impact of foreign exchange rate fluctuations on the translation of our non-USD funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Total AUM was $51.0 billion at September 30, 2011, a decrease of $5.3 billion, or 9%, compared to $56.3 billion at December 31, 2010. This decrease was primarily driven by $10.1 billion of distributions, of which approximately $1.1 billion was recycled back into available capital. This decrease was partially offset by $2.4 billion of market appreciation across our portfolio, which experienced a 9% increase in value over the nine-month period due to a 10% increase across our buyout funds, offset by an 8% decrease across our growth capital funds. The 10% increase in our buyout funds was primarily driven by appreciation in CP IV and CP V partially off set by depreciation in our Asia buyout and growth capital funds. Additionally, we raised new commitments of $1.3 billion for CSABF I, CEOF and various U.S. buyout co-investment vehicles, which further offset this decrease.

Total AUM was $56.3 billion at December 31, 2010, an increase of $7.5 billion, or 15%, compared to $48.8 billion at December 31, 2009. This increase was primarily driven by $10.7 billion of market appreciation due to a 46% appreciation in valuations across the segment. This appreciation was due to a 48% increase in value across our buyout funds and a 25% increase in our growth capital funds. The buyout appreciation was mostly driven by increases in value in all of our large buyout funds, including CP IV, CP V, one of our European buyout funds (CEP II) and CAP II. Additionally, we raised new commitments of $2.3 billion primarily for CAP III, CSABF I, CGFSP I and CBPF. This increase was partially offset by $5.3 billion of distributions, of which approximately $0.7 billion was recycled back into available capital.

Total AUM was $48.8 billion at December 31, 2009, an increase of $3.6 billion, or 8%, compared to $45.2 billion at December 31, 2008. This increase was primarily driven by $4.2 billion of market appreciation across our portfolio due to a 9% increase in fund valuations during the period, representing an increase of 8% in our buyout funds and 19% in our growth capital funds. The majority of this appreciation occurred in our Asia buyout and growth capital funds and the related China Pacific co-investment.

Total AUM was $45.2 billion at December 31, 2008, a decrease of $3.3 billion, or 7%, compared to $48.5 billion at December 31, 2007. This decrease was primarily driven by $7.0 billion of market depreciation across our portfolio due to a 23% decrease in values in the segment, comprised of a 23% decrease in our buyout funds and a 24% decrease in our growth capital funds. The majority of this depreciation was attributable to CP IV and CP V as well as CAP I and its related China Pacific co-investment. In addition, the funds distributed $1.7 billion, of which approximately $0.2 billion was recycled back into available capital. These decreases were partially offset by commitments raised of $5.3 billion by CAP III, CP V, CGFSP I and CAGP IV.

Fund Performance Metrics

Fund performance information for our investment funds that have at least $1.0 billion in capital commitments, cumulative equity invested or total value as of September 30, 2011, which we refer to as our “significant funds” is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns. See “Risk Factors — Risks Related to Our Business Operations — The historical returns attributable to our funds, including those presented in this prospectus, should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units.”

The following tables reflect the performance of our significant funds in our Corporate Private Equity business. Please see "Business — Our Family of Funds" for a legend of the fund acronyms listed below.

		As of September 30, 2011						
			Total Investments			Realized/Partially Realized Investments(5)		
	Fund Inception Date(1)	Committed Capital	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)
			(Reported in Local Currency, in Millions)					
Corporate Private Equity								
Fully Invested Funds(6)								
CP II	10/1994	$ 1,331.1	$ 1,362.4	$ 4,047.3	3.0x	$ 1,347.5	$ 4,030.5	3.0x
CP III	2/2000	$ 3,912.7	$ 4,031.7	$ 9,988.4	2.5x	$ 3,851.7	$ 9,820.3	2.5x
CP IV	12/2004	$ 7,850.0	$ 7,612.6	$ 13,025.0	1.7x	$ 3,223.8	$ 7,338.2	2.3x
CEP I	12/1997	€ 1,003.6	€ 972.0	€ 2,119.5	2.2x	€ 972.0	€ 2,119.5	2.2x
CEP II	9/2003	€ 1,805.4	€ 2,036.1	€ 3,602.1	1.8x	€ 1,016.5	€ 2,727.0	2.7x
CAP I	12/1998	$ 750.0	$ 627.7	$ 2,435.9	3.9x	$ 627.7	$ 2,435.9	3.9x
CAP II	2/2006	$ 1,810.0	$ 1,599.1	$ 2,334.9	1.5x	$ 305.1	$ 1,088.2	3.6x
CJP I	10/2001	¥ 50,000.0	¥ 47,291.4	¥ 114,674.8	2.4x	¥ 30,009.4	¥ 104,486.3	3.5x
All Other Funds(7)	Various		$ 2,880.0	$ 4,243.0	1.5x	$ 1,992.0	$ 3,344.2	1.7x
Co-investments and Other(8)	Various		$ 6,338.3	$ 15,439.3	2.4x	$ 4,136.6	$ 12,927.2	3.1x
Total Fully Invested Funds			$ 29,159.0	$ 60,790.0	2.1x	$ 18,579.8	$ 48,937.9	2.6x
Funds in the Investment Period(6)								
CP V	5/2007	$ 13,719.7	$ 8,384.7	$ 11,125.5	1.3x			
CEP III	12/2006	€ 5,294.9	€ 3,785.0	€ 3,883.1	1.0x			
CAP III	5/2008	$ 2,551.6	$ 1,321.2	$ 1,257.6	1.0x			
CJP II	7/2006	¥ 165,600.0	¥ 112,039.7	¥ 105,327.4	0.9x			
CGSFP	9/2008	$ 1,100.2	$ 703.8	$ 855.2	1.2x			
CAGP IV	6/2008	$ 1,041.4	$ 367.0	$ 454.4	1.2x			
All Other Funds(9)	Various		$ 1,130.1	$ 1,438.7	1.3x			
Total Funds in the Investment Period			$ 18,515.5	$ 21,785.8	1.2x			
TOTAL CORPORATE PRIVATE EQUITY(10)			$ 47,674.5	$ 82,575.8	1.7x	$ 20,317.5	$ 51,266.1	2.5x

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P.

(1) The data presented herein that provides "inception to date" performance results of our segments relates to the period following the formation of the first fund within each segment. For our Corporate Private Equity segment our first fund was formed in 1990.

(2) Represents the original cost of all capital called for investments since inception of the fund.

(3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest. Please see note 4 to the combined and consolidated financial statements for the year ended December 31, 2010 and the nine months ended September 30, 2011 appearing elsewhere in this prospectus for further information regarding management's determination of fair value.

(4) Multiple of invested capital ("MOIC") represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.

(5) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital, represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to those of other companies that use similarly titled measures. We do not present Realized/Partially Realized performance information separately for funds that are still in the investment period because of the relatively insignificant level of realizations for funds of this type.

However, to the extent such funds have had realizations, they are included in the Realized/Partially Realized performance information presented for Total Corporate Private Equity.

(6) Fully invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.

(7) Includes the following funds: CP I, CMG, CVP I, CVP II, CEVP I, CETP I, CAVP I, CAVP II, CAGP III and Mexico I.

(8) Includes co-investments and certain other stand-alone investments arranged by us.

(9) Includes the following funds: MENA I, CSABF I, CUSGF III, CETP II and CBPF.

(10) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the spot rate as of the end of the reporting period.

	Fund Inception Date(1)	Committed Capital As of September 30, 2011	Inception to September 30, 2011		
			Gross IRR(2)	Net IRR(3)	Realized/Partially Realized Gross IRR(4)
		(Reported in Local Currency, in Millions)			
Corporate Private Equity					
Fully Invested Funds(5)					
CP II	10/1994	$ 1,331.1	34%	25%	34%
CP III	2/2000	$ 3,912.7	27%	20%	27%
CP IV	12/2004	$ 7,850.0	13%	10%	24%
CEP I	12/1997	€ 1,003.6	18%	11%	18%
CEP II	9/2003	€ 1,805.4	40%	22%	72%
CAP I	12/1998	$ 750.0	25%	18%	25%
CAP II	2/2006	$ 1,810.0	10%	7%	39%
CJP I	10/2001	¥ 50,000.0	61%	36%	72%
All Other Funds(6)	Various		18%	7%	22%
Co-investments and Other(7)	Various		36%	33%	36%
Total Fully Invested Funds			**28%**	**21%**	**31%**
Funds in the Investment Period(5)					
CP V	5/2007	$ 13,719.7	14%	9%	
CEP III	12/2006	€ 5,294.9	1%	(3)%	
CAP III	5/2008	$ 2,551.6	(3)%	(12)%	
CJP II	7/2006	¥ 165,600.0	(3)%	(9)%	
CGFSP I	9/2008	$ 1,100.2	15%	8%	
CAGP IV	6/2008	$ 1,041.4	22%	3%	
All Other Funds(8)	Various		12%	3%	
Total Funds in the Investment Period			**8%**	**3%**	
TOTAL CORPORATE PRIVATE EQUITY(9)			**26%**	**18%**	**31%**

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P.

(1) The data presented herein that provides "inception to date" performance results of our segments relates to the period following the formation of the first fund within each segment. For our Corporate Private Equity segment, our first fund was formed in 1990.

(2) Gross Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.

(3) Net IRR represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value after management fees, expenses and carried interest.

(4) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital, represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to

those of other companies that use similarly titled measures. We do not present Realized/Partially Realized performance information separately for funds that are still in the investment period because of the relatively insignificant level of realizations for funds of this type. However, to the extent such funds have had realizations, they are included in the Realized/Partially Realized performance information presented for Total Corporate Private Equity.

(5) Fully invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.

(6) Includes the following funds: CP I, CMG, CVP I, CVP II, CEVP I, CETP I, CAVP I, CAVP II, CAGP III and Mexico I.

(7) Includes co-investments and certain other stand-alone investments arranged by us.

(8) Includes the following funds: MENA I, CUSGF III, CETP II, CSABF I, CBPF and CEOF.

(9) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the spot rate as of the end of the reporting period.

Real Assets

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

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Segment Revenues					
Fund level fee revenues					
Fund management fees	$ 114.9	$ 107.5	$ 144.0	$ 150.4	$ 157.0
Portfolio advisory fees, net	2.6	1.6	2.6	1.6	3.5
Transaction fees, net	1.9	8.1	8.6	1.8	5.7
Total fund level fee revenues	119.4	117.2	155.2	153.8	166.2
Performance fees					
Realized	81.1	0.1	(2.9)	5.9	28.8
Unrealized	1.7	0.3	72.7	(13.6)	(192.7)
Total performance fees	82.8	0.4	69.8	(7.7)	(163.9)
Investment income (loss)					
Realized	2.3	1.7	1.4	0.8	5.8
Unrealized	3.5	(0.9)	3.7	0.1	(15.2)
Total investment income (loss)	5.8	0.8	5.1	0.9	(9.4)
Interest and other income	2.2	4.1	4.9	14.3	16.7
Total revenues	210.2	122.5	235.0	161.3	9.6
Segment Expenses					
Direct compensation and benefits					
Direct base compensation	58.3	55.8	72.4	74.2	68.7
Performance fee related					
Realized	8.1	(0.1)	0.5	2.8	16.3
Unrealized	(4.4)	(6.8)	(1.6)	(23.5)	(97.5)
Total direct compensation and benefits	62.0	48.9	71.3	53.5	(12.5)
General, administrative and other indirect expenses	59.3	44.1	69.2	84.2	90.3
Interest expense	8.9	2.9	3.8	6.7	9.9
Total expenses	130.2	95.9	144.3	144.4	87.7
Economic Net Income (Loss)	**$ 80.0**	**$ 26.6**	**$ 90.7**	**$ 16.9**	**$ (78.1)**
Fee Related Earnings	$ (4.9)	$ 18.5	$ 14.7	$ 3.0	$ 14.0
Net Performance Fees	$ 79.1	$ 7.3	$ 70.9	$ 13.0	$ (82.7)
Investment Income (Loss)	$ 5.8	$ 0.8	$ 5.1	$ 0.9	$ (9.4)
Distributable Earnings	$ 70.4	$ 20.4	$ 12.7	$ 6.9	$ 32.3

Nine Months Ended September 30, 2011 Compared to the Nine Months Ended September 30, 2010

Total fee revenues were $119.4 million in the nine months ended September 30, 2011, an increase of $2.2 million from the comparable period in 2010. The change in total fee revenues reflect the $5.2 million decrease in net transaction and portfolio advisory fees, offset by a $7.4 million increase in fund management fees. The increase in management fees reflects the capital raised for our sixth U.S. real estate fund (CRP VI). However, the lower effective rate on this fund resulted in a decrease in our weighted-average management fee rate to 1.23% at September 30, 2011 from 1.28% at December 31, 2010.

Interest and other income was $2.2 million in the nine months ended September 30, 2011, a decrease from $4.1 million in the comparable period in 2010.

Total compensation and benefits was $62.0 million and $48.9 million in the first nine months of 2011 and 2010, respectively. Performance fee related compensation expense was $3.7 million and $(6.9) million for the nine months ended September 30, 2011 and 2010, respectively. Performance fees earned from the Riverstone funds are allocated solely to Carlyle and are not otherwise shared or allocated with our investment professionals. To date, performance related compensation expense in Real Assets reflects amounts earned primarily by our real estate investment professionals as we generally incur no compensation expense for Riverstone and we have not yet generated any performance fees or related compensation from our infrastructure fund. Accordingly, performance fee compensation as a percentage of performance fees is generally not a meaningful percentage for Real Assets.

Direct base compensation was $58.3 million in the nine months ended September 30, 2011 as compared to $55.8 million for the same period in 2010. General, administrative and other indirect operating expenses increased $15.2 million to $59.3 million in the first nine months of 2011 compared to the same period in 2010. The net expense increase primarily reflects allocated overhead costs related to our continued investment in infrastructure and back office support.

Interest expense increased $6.0 million or 207% in the first nine months of 2011 over the comparable period in 2010. This increase was primarily attributable to interest expense recorded in the first nine months of 2011 on our subordinated notes payable to Mubadala, which we issued in connection with a December 2010 transaction. On October 20, 2011, we borrowed $265.5 million under our revolving credit facility to redeem $250.0 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. The remaining outstanding borrowing will convert into equity in connection with our planned offering. See "— Reorganization — Conversion of Subordinated Notes." The increase was also due to higher borrowings under our refinanced term loan.

Economic Net Income. ENI was $80.0 million in the nine months ended September 30, 2011, an increase of $53.4 million from $26.6 million in the comparable period in 2010. The improvement in ENI in the nine months ended September 30, 2011 as compared to the same 2010 period was primarily driven by an increase in net performance fees of $71.8 million and, to a lesser extent, an increase in investment income of $5.0 million, partially offset by a decrease in fee related earnings of $23.4 million.

Fee Related Earnings. Fee related earnings decreased $23.4 million in the nine months ended September 30, 2011 to $(4.9) million. The decrease in fee related earnings is primarily attributable to a net increase in expenses primarily reflecting allocated overhead costs related to our continued investment in infrastructure and back office support, as well as higher interest expense associated with the subordinated notes payable to Mubadala.

Performance Fees. Performance fees of $82.8 million and $0.4 million in the nine months ended September 30, 2011 and 2010, respectively, are inclusive of performance fees reversed of

approximately $(20.8) million and $(46.1) million, respectively. Performance fees for this segment by type of fund are as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Energy funds	$ 77.6	$ 17.4
Real Estate funds	5.2	(17.0)
Performance fees	$ 82.8	$ 0.4

The increase in performance fees of $82.4 million is primarily attributable to performance fees related to one of our energy funds (Energy III) (including co-investments) and our latest energy fund (Energy IV) of $46.9 million and $31.1 million, respectively. Investments in our Real Assets portfolio increased 9% during the first nine months of 2011 with energy investments appreciating 11% and real estate investments appreciating 6%.

Net performance fees in the first nine months of 2011 were $79.1 million, representing an improvement of $71.8 million over $7.3 million in net performance fees for the first nine months of 2010.

Investment Income (Loss). Investment income was $5.8 million in the nine months ended September 30, 2011 compared to $0.8 million in the same period in 2010. The 2011 income reflects the increase in values across the portfolio.

Distributable Earnings. Distributable earnings increased $50.0 million to $70.4 million in the nine months ended September 30, 2011 from $20.4 million in the comparable period in 2010. The increase was primarily due to a $72.8 million increase in realized net performance fees offset by a decrease in fee related earnings of $23.4 million in the nine months ended September 30, 2011 as compared to the same 2010 period.

Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Total fee revenues were $155.2 million in 2010 representing an increase of $1.4 million or 1% over 2009. The change in total fee revenues reflects the $7.8 million increase in net transaction and portfolio advisory fees offset by a decrease in management fees of $6.4 million. The increase in transaction fees reflects the increased investment activity in 2010 while the decrease in management fees primarily reflects a decrease in fees from our European real estate funds and to a lesser extent from the shutdown of our Latin America real estate fund. Our weighted-average management fee rate decreased from 1.37% to 1.28% over the period.

Interest and other income was $4.9 million in 2010 representing a 66% decrease from $14.3 million in 2009. The decrease was largely due to the sale of a real estate colocation property at the end of 2009, the results of which were previously included in this business segment.

Total compensation and benefits was $71.3 million and $53.5 million in 2010 and 2009, respectively. Performance fee related compensation expense was $(1.1) million and $(20.7) million in 2010 and 2009, respectively.

Direct base compensation decreased $1.8 million to $72.4 million in 2010. General, administrative and other indirect operating expenses decreased 18%, or $15.0 million, in 2010 compared to 2009. The net expense reduction reflects cost saving initiatives derived in part from closing our Latin America real estate initiative and favorable variances in foreign currency remeasurements in 2010.

Interest expense decreased $2.9 million, or 43%, over the comparable period in 2009. This decrease was primarily due to lower outstanding borrowings during most of 2010 until we

refinanced our term loan in November 2010 and borrowed $494 million of subordinated debt in December 2010.

Economic Net Income. ENI was $90.7 million for 2010, an improvement of nearly 437% from $16.9 million in 2009 for this business. The improvement in ENI was primarily driven by the performance fees earned from our energy portfolio resulting in a $57.9 million increase in net performance fees. Fee related earnings and investment income contributed $11.7 million and $4.2 million, respectively to the improvement in ENI.

Fee Related Earnings. Fee related earnings were $14.7 million for 2010, an increase of $11.7 million over fee related earnings for 2009.

Performance Fees. Performance fees of $69.8 million and $(7.7) million in 2010 and 2009, respectively, are inclusive of performance fees reversed of approximately $(47.4) million and $(57.5) million, respectively. Performance fees for this segment by type of fund are as follows:

	Year Ended December 31,	
	2010	2009
	(Dollars in millions)	
Energy funds	$ 82.8	$ 39.2
Real Estate funds	(13.0)	(46.9)
Total performance fees	$ 69.8	$ (7.7)

Performance fees increased $77.5 million from 2009 to 2010. Investments in our Real Assets portfolio increased 16% over 2009 with energy investments appreciating 21% and real estate appreciating 6%. Although our overall real estate portfolio appreciated in 2010, the real estate funds that are generating performance fees did not appreciate in 2010 and accordingly, experienced performance fee reversals in 2010.

Net performance fees in 2010 were $70.9 million, representing an improvement of $57.9 million over $13.0 million in 2009.

Investment Income (Loss). Investment income was $5.1 million in 2010 compared to $0.9 million in 2009. The 2010 income reflects the increase in values across the portfolio.

Distributable Earnings. Distributable earnings increased $5.8 million to $12.7 million in 2010 from $6.9 million in 2009. The 2010 distributable earnings growth was driven primarily by the $11.7 million increase in fee related earnings.

Year Ended December 31, 2009 Compared to the Year Ended December 31, 2008

Total fee revenues were $153.8 million in 2009 representing a decrease of $12.4 million or 7% from 2008. This decrease was driven by a decrease in fund management fees of $6.6 million or 4% as well as decreases in net portfolio advisory fees and transaction fees of $1.9 million and $3.9 million, respectively. The decrease in fund management fees resulted in part from our decision to waive fees for one of our European real estate funds due to its poor performance. In addition, 2008 management fees were $6.6 million higher as a result of fees earned accruing back to 2007 upon the final closing of a new fund. Our weighted-average management fee rate decreased to 1.37% from 1.38% over the period. The decreases in portfolio advisory and transaction fees reflect a decrease in investment activity in 2009 stemming from the credit crisis.

Total compensation and benefits was $53.5 million and $(12.5) million in 2009 and 2008, respectively. Negative compensation and benefits expense in 2008 was due to significant performance fee reversals. Performance fee related compensation expense was $(20.7) million and $(81.2) million in 2009 and 2008, respectively.

Direct base compensation expense increased $5.5 million to $74.2 million in 2009 from $68.7 million in 2008. The net expense increase of 8% primarily reflects additional bonus compensation. General, administrative and other expenses decreased $6.1 million to $84.2 million in 2009 reflecting lower fundraising costs. Interest expense decreased $3.2 million, or 32%, in 2009 as compared to 2008; this decrease was primarily due to the repayment of $303.6 million of loans payable.

Economic Net Income. ENI was $16.9 million in 2009 for this business compared to $(78.1) million in 2008. The improvement in ENI was primarily driven by the stabilization of the portfolio and resulting improvement in performance fees and investment income.

Fee Related Earnings. Fee related earnings decreased $11.0 million to $3.0 million in 2009 from $14.0 million in 2008. The decrease in fee related earnings was driven by the reduction in fee related revenues as fee related expenses remained relatively constant between years with a net decrease of $3.8 million in 2009.

Performance Fees. Performance fees of $(7.7) million and $(163.9) million in 2009 and 2008, respectively, are inclusive of performance fees reversed of approximately $(57.5) million and $(209.5) million, respectively. Performance fees for this segment by type of fund are as follows:

	Year Ended December 31,	
	2009	2008
	(Dollars in millions)	
Energy funds	$ 39.2	$ (28.7)
Real Estate funds	(46.9)	(135.2)
Performance fees	$ (7.7)	$ (163.9)

In 2009, our performance fees were negative reflecting significant performance fee reversals upon the decrease in the fair value of our real estate investments offset in part by performance fees generated from our energy funds. Performance related compensation for our real estate professionals reversed as our performance fees reversed. The performance fee reversals and related reversal of compensation in 2009 were less than the 2008 levels as our real estate asset values did not recover until 2010.

Net performance fees were $13.0 million in 2009 compared to $(82.7) million in 2008. The $13.0 million of net performance fees in 2009 was due to the reversal of $20.7 million of performance related compensation expense offset by $(7.7) million of performance fees.

Investment Income (Loss). Investment income in 2009 was $0.9 million, an improvement of $10.3 million over 2008, which was significantly impacted by the collapse in asset values.

Distributable Earnings. Distributable earnings decreased $25.4 million to $6.9 million in 2009 from $32.3 million in 2008. The decline in distributable earnings was due to a decrease in fee related earnings of $11.0 million, a decrease in realized net performance fees of $9.4 million and a decrease in realized investment income of $5.0 million.

Fee-earning AUM as of and for each of the Three Years in the Period Ended December 31, 2010 and for each of the Nine Month Periods Ended September 30, 2011 and September 30, 2010

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

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

Real Assets	As of September 30,		As of December 31,		
	2011	2010	2010	2009	2008
Components of Fee-earning AUM (1)			(Dollars in millions)		
Fee-earning AUM based on capital commitments	$ 12,981	$ 16,589	$ 14,155	$ 16,750	$ 17,176
Fee-earning AUM based on invested capital(2)	9,371	6,323	8,782	5,796	5,581
Total Fee-earning AUM(3)	$ 22,352	$ 22,912	$ 22,937	$ 22,546	$ 22,757
Weighted Average Management Fee Rates(4)					
All Funds	1.23%	1.31%	1.28%	1.37%	1.38%
Funds in Investment Period	1.26%	1.35%	1.35%	1.35%	1.38%

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

(2) Includes amounts committed to or reserved for investments for certain real estate funds.

(3) Carlyle/Riverstone Global Energy and Power, L.P., Carlyle/Riverstone Global Energy and Power II, L.P. Carlyle/Riverstone Global Energy and Power III, L.P., Riverstone/Carlyle Global Energy and Power IV, L.P., Carlyle/Riverstone Renewable Energy Infrastructure, L.P. and Riverstone/Carlyle Renewable Energy Infrastructure II, L.P. (collectively, the "Energy Funds"), are managed with Riverstone Holdings LLC and its affiliates. Affiliates of both Carlyle and Riverstone act as investment advisers to each of the Energy Funds. With the exception of Riverstone/Carlyle Global Energy and Power IV, L.P. and Riverstone/Carlyle Renewable Energy Infrastructure II, L.P., where Carlyle has a minority representation on the funds' management committees, management of each of the Energy Funds is vested in committees with equal representation by Carlyle and Riverstone, and the consent of representatives of both Carlyle and Riverstone are required for investment decisions. As of September 30, 2011, the Energy Funds had, in the aggregate, approximately $17 billion in AUM and $12 billion in fee-earning AUM.

(4) Represents the aggregate effective management fee rate for each fund in the segment, weighted by each fund's fee-earning AUM, as of the end of each period presented.

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

Real Assets	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
Fee-Earning AUM Rollforward			(Dollars in millions)		
Balance, Beginning of Period	$ 22,937	$ 22,546	$ 22,546	$ 22,757	$ 19,982
Inflows, including Commitments(1)	2,144	823	1,375	542	4,482
Outflows, including Distributions(2)	(2,836)	(314)	(788)	(811)	(2,182)
Foreign exchange(3)	107	(143)	(196)	58	475
Balance, End of Period	$ 22,352	$ 22,912	$ 22,937	$ 22,546	$ 22,757

(1) Inflows represent limited partner capital raised and capital invested by funds outside the investment period.

(2) Outflows represent limited partner distributions from funds outside the investment period and changes in basis for our carry funds where the investment period has expired.

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

Fee-earning AUM was $22.4 billion at September 30, 2011, a decrease of $0.6 billion, or 3%, compared to $22.9 billion at December 31, 2010. Inflows of $2.1 billion were primarily related to limited partner commitments raised by CRP VI and various real estate co-investments. Outflows of $2.8 billion were principally a result of (a) the change in basis of our latest Europe real estate fund (CEREP III) from commitments to invested capital and (b) distributions primarily from our fully invested U.S. real estate funds and related co-investments. Distributions from funds still in the

investment period do not impact fee-earning AUM as these funds are based on commitments and not invested capital. Changes in fair value have no impact on fee-earning AUM for Real Assets as substantially all of the funds generate management fees based on either commitments or invested capital at cost, neither of which is impacted by fair value movements.

Fee-earning AUM was $22.9 billion at September 30, 2010, an increase of $0.4 billion, or 2%, compared to $22.5 billion at December 31, 2009. Inflows of $0.8 billion were primarily related to limited partner commitments raised by various real estate co-investment vehicles. Outflows of $0.3 billion were principally a result of distributions from several fully invested funds across both real estate and energy.

Fee-earning AUM was $22.9 billion at December 31, 2010, an increase of $0.4 billion, or 2%, compared to $22.5 billion at December 31, 2009. Inflows of $1.4 billion were primarily related to limited partner commitments raised by CRP VI as well as real estate co-investments. Outflows of $0.8 billion were principally a result of (a) the change in basis of the predecessor U.S. real estate fund (CRP V) from commitments to invested capital and (b) distributions from several fully invested funds across both real estate and energy.

Fee-earning AUM was $22.5 billion at December 31, 2009, a decrease of $0.3 billion, or 1%, compared to $22.8 billion at December 31, 2009. Inflows of $0.5 billion were primarily related to equity invested by Energy III and one of our renewable energy funds (Renew I), both of which are outside of their investment period and are therefore based on invested capital, at cost. Outflows of $0.8 billion were principally a result of (a) the change in basis of one of our Asia real estate funds (CAREP I) from commitments to invested capital and (b) distributions from some of the fully invested energy funds.

Fee-earning AUM was $22.8 billion at December 31, 2008, an increase of $2.8 billion, or 14%, compared to $20.0 billion at December 31, 2007. Inflows of $4.5 billion were primarily related to limited partner commitments raised for the second renewable energy fund (Renew II) as well as the most recent Asia real estate fund (CAREP II) and CEREP III. Outflows of $2.2 billion were principally a result of (a) the change in basis of Energy III and Renew I from commitments to invested capital and (b) the voluntary decision by our second Europe real estate fund (CEREP II) to waive management fees.

Total AUM as of and for each of the Three Years in the Period Ended December 31, 2010 and for the Nine Month Period Ended September 30, 2011.

The table below provides the period to period rollforwards of Available Capital and Fair Value of Capital, and the resulting rollforward of Total AUM.

Real Assets	Available Capital	Fair Value of Capital	Total AUM
		(Dollars in millions)	
Balance, As of December 31, 2007	**$ 11,504**	**$ 10,162**	**$ 21,666**
Commitments raised, net(1)	8,203	—	8,203
Capital Called, net(2)	(6,900)	6,668	(232)
Distributions, net(3)	217	(529)	(312)
Market Appreciation/(Depreciation)(4)	—	(1,848)	(1,848)
Foreign exchange(5)	(110)	(89)	(199)
Balance, As of December 31, 2008	**$ 12,914**	**$ 14,364**	**$ 27,278**
Commitments raised, net(1)	880	—	880
Capital Called, net(2)	(2,992)	2,791	(201)
Distributions, net(3)	439	(1,089)	(650)
Market Appreciation/(Depreciation)(4)	—	276	276
Foreign exchange(5)	33	100	133
Balance, As of December 31, 2009	**$ 11,274**	**$ 16,442**	**$ 27,716**
Commitments raised, net(1)	1,400	—	1,400
Capital Called, net(2)	(4,955)	4,745	(210)
Distributions, net(3)	811	(2,136)	(1,325)
Market Appreciation/(Depreciation)(4)	—	3,235	3,235
Foreign exchange(5)	(168)	(32)	(200)
Balance, As of December 31, 2010	**$ 8,362**	**$ 22,254**	**$ 30,616**
Commitments raised, net(1)	1,888	—	1,888
Capital Called, net(2)	(2,474)	2,323	(151)
Distributions, net(3)	1,344	(4,449)	(3,105)
Market Appreciation/(Depreciation)(4)	—	1,091	1,091
Foreign exchange(5)	14	20	34
Balance, As of September 30, 2011	**$ 9,134**	**$ 21,239**	**$ 30,373**

(1) Represents capital raised by our carry funds, net of expired available capital.

(2) Represents capital called by our carry funds, net of fund fees and expenses.

(3) Represents distributions from our carry funds, net of amounts recycled.

(4) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on portfolio investments.

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

Total AUM was $30.4 billion at September 30, 2011, a decrease of $0.2 billion, or 1%, compared to $30.6 billion at December 31, 2010. This decrease was driven by distributions of $4.4 billion, of which approximately $1.3 billion was recycled back into available capital. This decrease was offset by commitments raised of $1.9 billion by CRP VI and various real estate co-investments and $1.1 billion of market appreciation across our portfolio. This appreciation was the result of a 9% increase in values across the segment, comprised of a 6% increase in values in our real estate funds and an 11% increase in values in our energy funds, primarily driven by appreciation in the Energy IV portfolio.

Total AUM was $30.6 billion at December 31, 2010, an increase of $2.9 billion, or 10%, compared to $27.7 billion at December 31, 2009. This increase was primarily driven by $3.2 billion of market appreciation across our portfolio due to a 16% increase in values in the segment. Our real estate funds appreciated by approximately 6%, primarily driven by CRP V and its related RMBS co-investments, and our energy funds appreciated by 22%, primarily resulting from an increase in Energy III and its related co-investments and Energy IV. Additionally, we raised new commitments of $1.4 billion for CRP VI and various coinvestment vehicles. These increases were partially offset by distributions of $2.1 billion, of which approximately $0.8 billion was recycled back into available capital.

Total AUM was $27.7 billion at December 31, 2009, an increase of $0.4 billion, or 1%, compared to $27.3 billion at December 31, 2008. This increase was primarily driven by commitments raised of $0.9 billion by the latest renewable energy fund (Renew II) and various co-investment vehicles and $0.3 billion of market appreciation across our portfolio. This appreciation was a result of a 3% increase in values in the segment, driven by a 15% increase in value in our energy funds, offset by a 15% decrease in value in our real estate funds. These increases were partially offset by distributions of $1.1 billion, of which approximately $0.4 billion was recycled back into available capital.

Total AUM was $27.3 billion at December 31, 2008, an increase of $5.6 billion, or 26%, compared to $21.7 billion at December 31, 2007. This increase was driven by commitments raised of $8.2 billion by Energy IV, Renew II, CEREP III and CAREP II. These increases were partially offset by $1.8 billion of market depreciation across our portfolio and distributions of $0.5 billion, of which approximately $0.2 billion was recycled back into available capital. Market depreciation was a result of a 16% decrease in value across the segment, comprised of a 25% decrease across most of our real estate funds as well as a 7% decrease in our energy fund values, primarily driven by one of our energy funds (Energy II) and the renewable resources funds.

Fund Performance Metrics

Fund performance information for our investment funds that have at least $1.0 billion in capital commitments, cumulative equity invested or total value as of September 30, 2011, which we refer to as our "significant funds" is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns. See "Risk Factors — Risks Related to Our Business Operations — The historical returns attributable to our funds, including those presented in this prospectus, should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units."

The following tables reflect the performance of our significant funds in our Real Assets business. Please see "Business — Our Family of Funds" for a legend of the fund acronyms listed below.

		As of September 30, 2011						
			Total Investments			Realized/Partially Realized Investments(5)		
	Fund Inception Date(1)	Committed Capital	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)
			(Reported in Local Currency, in Millions)					
Real Assets								
Fully Invested Funds(6)								
CRP III	11/2000	$ 564.1	$ 522.5	$ 1,244.4	2.4x	$ 451.3	$ 1,168.9	2.6x
CRP IV	12/2004	$ 950.0	$ 1,186.1	$ 1,034.7	0.9x	$ 360.6	$ 506.4	1.4x
CRP V	11/2006	$ 3,000.0	$ 3,002.3	$ 3,469.6	1.2x	$ 1,353.9	$ 1,671.1	1.2x
CEREP I	3/2002	€ 426.6	€ 517.0	€ 789.9	1.5x	€ 441.2	€ 790.9	1.8x
CEREP II	4/2005	€ 762.7	€ 826.9	€ 579.9	0.7x	€ 296.5	€ 244.5	0.8x
Energy II	7/2002	$ 1,100.0	$ 1,311.9	$ 3,177.0	2.4x	$ 681.7	$ 2,584.5	3.8x
Energy III	10/2005	$ 3,800.0	$ 3,449.6	$ 5,800.7	1.7x	$ 1,275.3	$ 2,962.9	2.3x
All Other Funds(7)	Various		$ 1,720.9	$ 1,783.4	1.0x	$ 875.2	$ 1,419.9	1.6x
Co-investments and Other(8)	Various		$ 3,792.6	$ 6,426.6	1.7x	$ 1,367.9	$ 3,527.7	2.6x
Total Fully Invested Funds			**$ 16,813.3**	**$ 24,798.9**	**1.5x**	**$ 7,368.8**	**$ 15,249.2**	**2.1x**
Funds in the Investment Period(6)								
CRP VI	9/2010	$ 2,205.0	$ 126.0	$ 113.7	0.9x			
CIP	9/2006	$ 1,143.7	$ 550.2	$ 551.4	1.0x			
CEREP III	5/2007	€ 2,229.5	€ 1,218.1	€ 1,346.4	1.1x			
Energy IV	12/2007	$ 5,979.1	$ 4,251.7	$ 6,488.4	1.5x			
Renew II	3/2008	$ 3,417.5	$ 1,877.5	$ 2,438.8	1.3x			
All Other Funds(9)	Various		$ 290.4	$ 263.4	0.9x			
Total Funds in the Investment Period			**$ 8,752.1**	**$ 11,686.4**	**1.3x**			
TOTAL REAL ASSETS(10)			**$ 25,565.4**	**$ 36,485.3**	**1.4x**	**$ 8,030.9**	**$ 16,169.4**	**2.0x**

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P.

(1) The data presented herein that provides "inception to date" performance results of our segments relates to the period following the formation of the first fund within each segment. For our Real Assets segment, our first fund was formed in 1997.

(2) Represents the original cost of all capital called for investments since inception of the fund.

(3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest. Please see Note 4 to the combined and consolidated financial statements for the year ended December 31, 2010 and the nine months ended September 30, 2011 appearing elsewhere in this prospectus for further information regarding management's determination of fair value.

(4) Multiple of invested capital ("MOIC") represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.

(5) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to those of other companies that use similarly titled measures. We do not present Realized/Partially Realized performance information separately for funds that are still in the investment period because of the relatively insignificant level of realizations for funds of this type. However, to the extent such funds have had realizations, they are included in the Realized/Partially Realized performance information presented for Total Real Assets.

(6) Fully Invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.

(7) Includes the following funds: CRP I, CRP II, CAREP I, ENERGY I and RENEW I.

(8) Includes Co-Investments, prefund investments and certain other stand-alone investments arranged by us.

(9) Includes the following fund: CAREP II.

(10) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the spot rate as of the end of the reporting period.

	Fund Inception Date(1)	Committed Capital As of September 30, 2011	Inception to September 30, 2011		
			Gross IRR(2)	Net IRR(3)	Realized/ Partially Realized Gross IRR(4)
		(Reported in Local Currency, in Millions)			
Real Assets					
Fully Invested Funds(5)					
CRP III	11/2000	$ 564.1	44%	30%	50%
CRP IV	12/2004	$ 950.0	(5)%	(10)%	23%
CRP V	11/2006	$ 3,000.0	6%	2%	10%
CEREP I	3/2002	€ 426.6	15%	9%	20%
CEREP II	4/2005	€ 762.7	(16)%	(17)%	(16)%
Energy II	7/2002	$ 1,100.0	82%	54%	111%
Energy III	10/2005	$ 3,800.0	15%	11%	26%
All Other Funds(6)	Various		2%	(5)%	18%
Co-investments and Other(7)	Various		23%	19%	31%
Total Fully Invested Funds			**17%**	**10%**	**31%**
Funds in the Investment Period(5)					
CRP VI(8)	9/2010	$ 2,205.0	n/m	n/m	
CIP	9/2006	$ 1,143.7	1%	(7)%	
CEREP III	5/2007	€ 2,229.5	5%	(2)%	
Energy IV	12/2007	$ 5,979.1	29%	19%	
Renew II	3/2008	$ 3,417.5	16%	8%	
All Other Funds(9)	Various		(5)%	(10)%	
Total Funds in the Investment Period			**18%**	**9%**	
TOTAL REAL ASSETS(10)			**17%**	**10%**	**30%**

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P.

(1) The data presented herein that provides "inception to date" performance results of our segments relates to the period following the formation of the first fund within each segment. For our Real Assets segment, our first fund was formed in 1997.

(2) Gross Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.

(3) Net IRR represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value after management fees, expenses and carried interest.

(4) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital, represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to those of other companies that use similarly titled measures. We do not present Realized/Partially Realized performance information separately for funds that are still in the investment period because of the relatively insignificant level of realizations for funds of this type. However, to the extent such funds have had realizations, they are included in the Realized/Partially Realized performance information presented for Total Real Assets.

(5) Fully invested funds are past the expiration date of the investment period as defined in the respective limited partnership agreement. In instances where a successor fund has had its first capital call, the predecessor fund is categorized as fully invested.

(6) Includes the following funds: CRP I, CRP II, CAREP I, ENERGY I and RENEW I.
(7) Includes co-investments, prefund investments and certain other stand-alone investments arranged by us.
(8) Gross IRR and Net IRR for CRP VI are not meaningful as the investment period commenced in September 2010.
(9) Includes the following fund: CAREP II.
(10) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the spot rate as of the end of the reporting period.

Global Market Strategies

For purposes of presenting our results of operations for this segment, we include only our 55% economic interest in the results of operations of Claren Road and ESG, which we acquired on December 31, 2010 and July 1, 2011, respectively. The following table presents our results of operations for our Global Market Strategies segment:

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Segment Revenues					
Fund level fee revenues					
Fund management fees	$ 128.6	$ 61.7	$ 81.9	$ 68.8	$ 87.6
Portfolio advisory fees, net	2.2	1.6	2.3	0.7	0.9
Transaction fees, net	—	0.1	0.1	0.9	—
Total fund level fee revenues	130.8	63.4	84.3	70.4	88.5
Performance fees					
Realized	95.7	1.9	9.8	1.6	15.7
Unrealized	8.1	58.8	135.1	1.5	(13.5)
Total performance fees	103.8	60.7	144.9	3.1	2.2
Investment income (loss)					
Realized	11.0	3.4	4.8	0.2	(6.7)
Unrealized	17.5	11.2	16.9	(0.2)	(55.7)
Total investment income (loss)	28.5	14.6	21.7	—	(62.4)
Interest and other income	4.4	2.2	2.7	2.2	2.2
Total revenues	267.5	140.9	253.6	75.7	30.5
Segment Expenses					
Direct compensation and benefits					
Direct base compensation	47.8	31.7	40.1	38.8	30.6
Performance fee related					
Realized	46.6	0.5	4.2	0.2	7.3
Unrealized	(10.7)	30.4	70.6	1.0	(6.6)
Total direct compensation and benefits	83.7	62.6	114.9	40.0	31.3
General, administrative and other indirect expenses	37.0	20.1	32.1	32.6	38.5
Interest expense	7.5	2.1	2.6	4.1	3.3
Total expenses	128.2	84.8	149.6	76.7	73.1
Economic Net Income (Loss)	**$ 139.3**	**$ 56.1**	**$ 104.0**	**$ (1.0)**	**$ (42.6)**
Fee Related Earnings	$ 42.9	$ 11.7	$ 12.2	$ (2.9)	$ 18.3
Net Performance Fees	$ 67.9	$ 29.8	$ 70.1	$ 1.9	$ 1.5
Investment Income (Loss)	$ 28.5	$ 14.6	$ 21.7	$ —	$ (62.4)
Distributable Earnings	$ 103.0	$ 16.5	$ 22.6	$ (1.3)	$ 20.0

Nine Months Ended September 30, 2011 Compared to the Nine Months Ended September 30, 2010

Total fee revenues were $130.8 million in the nine months ended September 30, 2011, an increase of $67.4 million from the comparable period in 2010. The increase was due to the acquisitions of Claren Road, ESG, and CLO contracts from Stanfield and Mizuho. The weighted-average management fee rate on our hedge funds remained the same during the period while our weighted-average fee rate on our carry funds decreased to 1.39% from 1.66% during the period due to the rate step-down by one of our distressed and corporate opportunities funds (CSP II), which occurred when CSP II reached the end of its investment period. This decrease in rates will decrease our management fees from these funds in future periods.

Interest and other income was $4.4 million in the nine months ended September 30, 2011, as compared to $2.2 million in the same period in 2010.

Total compensation and benefits was $83.7 million and $62.6 million in the first nine months of 2011 and 2010, respectively. Performance fee related compensation expense was $35.9 million and $30.9 million, or 35% and 51% of performance fees, for the nine months ended September 30, 2011 and 2010, respectively. The decrease in the percentage is due primarily to the addition of Claren Road and ESG in 2011. Since we include only our 55% economic interest in Claren Road and ESG in our segment results, most of the performance fees associated with those funds do not have corresponding performance fee compensation.

Direct base compensation increased $16.1 million in the nine months ended September 30, 2011 as compared to the same 2010 period, which primarily relates to the acquisitions of Claren Road and ESG and the hiring of other professionals in the Global Market Strategies business. General, administrative and other indirect operating expenses increased $16.9 million to $37.0 million in the first nine months of 2011 compared to the same period in 2010, also reflecting the acquisitions of Claren Road and ESG, as well as increased allocated overhead costs related to our continued investment in infrastructure and back office support.

Interest expense increased $5.4 million, or 257%, in the first nine months of 2011 over the comparable period in 2010. This increase was primarily attributable to interest expense recorded in the first nine months of 2011 on our subordinated notes payable to Mubadala, which we issued in connection with a December 2010 transaction. On October 20, 2011, we borrowed $265.5 million under the revolving credit facility of our existing senior secured credit facility to redeem $250.0 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. The remaining outstanding borrowing will convert into equity in connection with our planned offering. See "— Reorganization — Conversion of Subordinated Notes." The increase was also due to higher borrowings under our refinanced term loan and indebtedness incurred in connection with the acquisition of Claren Road.

Economic Net Income. ENI was $139.3 million in the nine months ended September 30, 2011, an increase of $83.2 million from $56.1 million in the comparable period in 2010. The improvement in ENI in the nine months ended September 30, 2011 as compared to the prior year period was primarily driven by an increase in net performance fees of $38.1 million and investment income of $13.9 million and fee related earnings of $31.2 million, primarily due to the acquisition of Claren Road and ESG and CLO contracts from Stanfield and Mizuho.

Fee Related Earnings. Fee related earnings increased $31.2 million to $42.9 million in the first nine months of 2011 as compared to the same period in 2010. The increase was primarily due to increases in fee revenues of $67.4 million, offset by increases in direct base compensation of $16.1 million and general, administrative and other indirect expenses of $16.9 million.

Performance Fees. Performance fees of $103.8 million and $60.7 million during the nine months ended September 30, 2011 and 2010, respectively, are inclusive of performance fees reversed of

approximately $(5.6) million and $0, respectively. Performance fees for this segment by type of fund are as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Carry funds	$ 8.0	$ 58.2
Hedge funds	79.4	—
Structured credit funds	16.4	2.5
Performance fees	$ 103.8	$ 60.7

Performance fees in the first nine months of 2011 were $103.8 million, an increase of $43.1 million from the comparable period in 2010. Performance fees in the first nine months of 2011 were generated primarily by the hedge funds, including $41.0 million of performance fees from the Claren Road Master Fund. Performance fees in the first nine months of 2010 were generated primarily by the distressed debt funds, including $37.8 million of performance fees from CSP II.

Net performance fees for Global Market Strategies increased $38.1 million to $67.9 million in the nine months ended September 30, 2011, as compared to $29.8 million in the same period in 2010.

Investment Income (Loss). Investment income was $28.5 million in the nine months ended September 30, 2011 compared to $14.6 million in the same period in 2010. The increase in investment income during 2011 reflects the increase in values across the portfolio.

Distributable Earnings. Distributable earnings increased $86.5 million to $103.0 million in the nine months ended September 30, 2011 from $16.5 million in the comparable period in 2010. The increase related primarily to increases in realized net performance fees of $47.7 million and an increase in fee related earnings of $31.2 million in the nine months ended September 30, 2011 as compared to the prior year period.

Year Ended December 31, 2010 Compared to the Year Ended December 31, 2009

Total fee revenues were $84.3 million in 2010, representing a 20% increase over 2009. Approximately $13.1 million of the $13.9 million increase was driven by an increase in fund management fees with portfolio advisory fees making up the balance of the increase. Of the $13.1 million increase in fund management fees approximately $10.4 million was due to the resumption of subordinated fees on our CLOs and the balance is a result of the acquisition of CLO management contracts from Stanfield and Mizuho in August and November 2010. The weighted-average management fee rate on our carry funds remained consistent over the period. The increase in portfolio advisory fees was largely from portfolio companies in our distressed business.

Total compensation and benefits was $114.9 million and $40.0 million in 2010 and 2009, respectively. Performance fee related compensation expense was $74.8 million and $1.2 million, or 52% and 39% of performance fees, in 2010 and 2009, respectively. The change in the percentage during the period is due primarily to different funds generating the performance fees in these periods.

Direct base compensation expense increased $1.3 million in 2010 compared to 2009, reflecting costs of the new management team we brought on board to manage this business. General, administrative and other operating expenses of $32.1 million in 2010 were relatively consistent with 2009.

Interest expense decreased $1.5 million, or 37%, over the comparable period in 2009. This decrease was primarily due to lower outstanding borrowings during most of 2010 until we refinanced our term loan in November 2010 and borrowed $494 million of subordinated debt in December 2010.

Economic Net Income. ENI was $104.0 million in 2010, a substantial improvement from $(1.0) million recognized in 2009. The improvement in ENI reflected the return and stabilization in the credit markets from the credit crisis.

Fee Related Earnings. Fee related earnings increased $15.1 million in 2010 from $(2.9) million in 2009 to a total of $12.2 million.

Performance Fees. Performance fees were $144.9 million and $3.1 million in 2010 and 2009, respectively. There were no reversals of performance fees within this segment for 2010 and 2009. Performance fees for this segment by type of fund are as follows:

	Year Ended December 31,	
	2010	2009
	(Dollars in millions)	
Carry funds	$ 110.8	$ 2.2
Structured credit funds	34.1	0.9
Performance fees	$ 144.9	$ 3.1

Investments in our distressed debt funds appreciated in excess of 40% during 2010 which drove our performance fees in 2010, with CSP I and CSP II together generating $110.8 million of performance fees in 2010.

Net performance fees increased $68.2 million to $70.1 million in 2010, representing 48% of performance fees.

Investment Income (Loss). Investment income was $21.7 million in 2010 compared to $0.0 million in 2009. The 2010 income reflects the increase in values across the portfolio.

Distributable Earnings. Distributable earnings increased $23.9 million to $22.6 million in 2010 from $(1.3) million in 2009. The increase in distributable earnings was driven by the $15.1 million increase in fee related earnings, $4.2 million increase in realized net performance fees and a $4.6 million increase in realized investment income.

Year Ended December 31, 2009 Compared to the Year Ended December 31, 2008

Total fee revenues were $70.4 million, a decrease of $18.1 million or 20% from 2008. Fund management fees accounted for all of the revenue decrease with an $18.8 million erosion or 21% from 2008. This decrease in management fees was offset in part by modest increases in portfolio advisory and transaction fees totaling $0.7 million from 2008 to 2009. The fund management fee decrease was driven by decreased fees from the structured credit products due mostly to the absence of subordinated fees. The weighted-average management fee rate on our carry funds remained consistent over the period.

Total compensation and benefits was $40.0 million and $31.3 million in 2009 and 2008, respectively. Performance fee related compensation expense was $1.2 million and $0.7 million, or 39% and 32% of performance fees, in 2009 and 2008, respectively.

Direct base compensation expense increased $8.2 million in 2009. General, administrative and other operating expenses decreased $5.9 million in 2009 as compared to 2008. Interest expense increased $0.8 million in 2009 as compared to 2008. In total the increase in direct base compensation expense and interest expense was offset by the reduction in general, administrative, and other operating expenses.

Economic Net Income. ENI was $(1.0) million in 2009 reflecting an improvement from $(42.6) million in 2008. The 2008 ENI loss was primarily related to unrealized investment losses. Absent the unrealized investment losses in 2009 and 2008, ENI would have been $(0.8) million and $13.1 million, respectively, primarily reflecting the $21.2 million decrease in fee related earnings.

Fee Related Earnings. Fee related earnings decreased $21.2 million in 2009 to $(2.9) million.

Performance Fees. Performance fees of $3.1 million and $2.2 million in 2009 and 2008, respectively, are inclusive of performance fees reversed of $0 and $(6.8) million, respectively. Performance fees for this segment by type of fund are as follows:

	Year Ended December 31,	
	2009	2008
	(Dollars in millions)	
Carry funds	$ 2.2	$ (6.4)
Structured credit funds	0.9	8.6
Performance fees	$ 3.1	$ 2.2

The performance fees for both 2009 and 2008 reflect the effects of the credit crisis. Net performance fees were $1.9 million in 2009, an increase of $0.4 million from 2008.

Investment Income (Loss). Investment income was $0.0 million in 2009, which was substantially better than the 2008 loss, most of which was unrealized.

Distributable Earnings. Distributable earnings decreased $21.3 million to $(1.3) million in 2009 from $20.0 million in 2008. The decrease in distributable earnings was primarily the result of the $21.2 million decrease in fee related earnings.

Fee-earning AUM as of and for each of the Three Years in the Period Ended December 31, 2010 and for each of the Nine Month Periods ended September 30, 2011 and September 30, 2010

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

	As of September 30,		As of December 31,		
	2011	2010	2010	2009	2008
Global Market Strategies			(Dollars in millions)		
Components of Fee-earning AUM(1)					
Fee-earning AUM based on capital commitments	$ 804	$ 1,826	$ 1,974	$ 1,826	$ 1,826
Fee-earning AUM based on invested capital	1,434	353	315	409	433
Fee-earning AUM based on collateral balances, at par	11,491	10,560	11,377	9,379	9,693
Fee-earning AUM based on net asset value	7,184	209	4,782	298	117
Fee-earning AUM based on other(2)	511	511	511	570	1,303
Total Fee-earning AUM	$ 21,424	$ 13,459	$ 18,959	$ 12,482	$ 13,372
Weighted Average Management Fee Rates(3)					
All Funds, excluding CLOs	1.75%	1.64%	1.88%	1.60%	1.60%

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

(2) Includes funds with fees based on notional value.

(3) Represents the aggregate effective management fee rate for carry funds and hedge funds, weighted by each fund's fee-earning AUM, as of the end of each period presented. Management fees for CLOs are based on the total par amount of the assets (collateral) in the fund and are not calculated as a percentage of equity and are therefore not included.

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

	Nine Months Ended September 30,		Twelve Months Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Global Market Strategies					
Fee-earning AUM Rollforward					
Balance, Beginning of Period	$ 18,959	$ 12,482	$ 12,482	$ 13,372	$ 8,285
Acquisitions	2,102	3,927	9,604	—	—
Inflows, including Commitments(1)	297	2	151	39	1,133
Outflows, including Distributions(2)	(421)	(106)	(146)	(44)	(85)
Subscriptions, net of Redemptions(3)	405	(64)	(88)	32	(179)
Changes in CLO collateral balances	(492)	(2,361)	(2,534)	(1,140)	4,839
Market Appreciation/(Depreciation)(4)	466	23	38	129	(314)
Foreign exchange and other(5)	108	(444)	(548)	94	(307)
Balance, End of Period	$ 21,424	$ 13,459	$ 18,959	$ 12,482	$ 13,372

(1) Inflows represent limited partner capital raised by our carry funds and capital invested by our carry funds outside the investment period.

(2) Outflows represent limited partner distributions from our carry funds and changes in basis for our carry funds where the investment period has expired.

(3) Represents the net result of subscriptions to and redemptions from our hedge funds and open-end structured credit funds.

(4) Market Appreciation/(Depreciation) represents changes in the net asset value of our hedge funds and open-end structured credit funds.

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

Fee-earning AUM was $21.4 billion at September 30, 2011, an increase of $2.4 billion, or 13%, compared to $19.0 billion at December 31, 2010. This increase was primarily a result of the acquisitions of a 55% interest in ESG and the Foothill CLO (for further discussion of these acquisitions, please refer to "— Recent Transactions"), resulting in additional fee-earning AUM of $2.1 billion. Outflows of $0.4 billion were primarily driven by the change in basis of the CSP II fund from commitments to invested capital. Distributions from carry funds still in the investment period do not impact fee-earning AUM as these funds are based on commitments and not invested capital. Additionally, we had subscriptions, net of redemptions, of $0.4 billion in our hedge funds and the aggregate par value of our CLO collateral balances decreased $0.5 billion. Market appreciation of $0.5 billion was primarily due to increases in the value of our hedge funds, which charge fees based on net asset value.

Fee-earning AUM was $13.5 billion at September 30, 2010, an increase of $1.0 billion, or 8%, compared to $12.5 billion at December 31, 2009. This increase was primarily a result of acquisitions during the period, totaling $3.9 billion, of the Mizuho and Stanfield CLO management contracts. The increase was partially offset by a decrease of $2.4 billion in the par value of our CLO collateral balances.

Fee-earning AUM was $19.0 billion at December 31, 2010, an increase of $6.5 billion, or 52%, compared to $12.5 billion at December 31, 2009. This increase was primarily a result of acquisitions during the period, totaling $9.6 billion, of the Mizuho and Stanfield CLO management contracts as well as a 55% interest in Claren Road. The increase was partially offset by a decrease of $2.5 billion in the par value of our CLO collateral balances.

Fee-earning AUM was $12.5 billion at December 31, 2009, a decrease of $0.9 billion, or 7%, compared to $13.4 billion at December 31, 2008. This decrease was primarily a result of a $1.1 billion decrease in the aggregate par value of our CLO collateral balances.

Fee-earning AUM was $13.4 billion at December 31, 2008, an increase of $5.1 billion, or 61%, compared to $8.3 billion at December 31, 2007. This increase was primarily driven by a $4.8 billion

increase in the aggregate par value of our CLO collateral balances. Inflows of $1.2 billion were primarily related to new fund commitments raised by CSP II and our second corporate mezzanine fund (CMP II). Outflows of $0.4 billion were principally a result of distributions from our carry funds that are outside of their investment period, as well as redemptions from our open-ended structured credit funds.

Total AUM as of and for each of the Three Years in the Period Ended December 31, 2010 and for the Nine Month Period Ended September 30, 2011.

The table below provides the period to period rollforwards of Available Capital and Fair Value of Capital, and the resulting rollforward of Total AUM.

	Available Capital	Fair Value of Capital	Total AUM
		(Dollars in millions)	
Global Market Strategies			
Balance, As of December 31, 2007	**$ 679**	**$ 9,719**	**$ 10,398**
Commitments(1)	1,092	—	1,092
Capital Called, net(2)	(825)	682	(143)
Distributions(3)	116	(237)	(121)
Subscriptions, net of Redemptions(4)	—	(271)	(271)
Changes in CLO collateral balances	—	3,717	3,717
Market Appreciation/(Depreciation)(5)	—	(484)	(484)
Foreign exchange(6)	—	(313)	(313)
Balance, As of December 31, 2008	**$ 1,062**	**$ 12,813**	**$ 13,875**
Capital Called, net(2)	(517)	409	(108)
Distributions(3)	155	(250)	(95)
Subscriptions, net of Redemptions(4)	—	32	32
Changes in CLO collateral balances	—	(1,171)	(1,171)
Market Appreciation/(Depreciation)(5)	—	642	642
Foreign exchange(6)	—	98	98
Balance, As of December 31, 2009	**$ 700**	**$ 12,573**	**$ 13,273**
Acquisitions	—	10,463	10,463
Commitments(1)	286	—	286
Capital Called, net(2)	(701)	737	36
Distributions(3)	640	(905)	(265)
Subscriptions, net of Redemptions(4)	—	(140)	(140)
Changes in CLO collateral balances	—	(3,119)	(3,119)
Market Appreciation/(Depreciation)(5)	—	551	551
Foreign exchange(6)	—	(499)	(499)
Balance, As of December 31, 2010	**$ 925**	**$ 19,661**	**$ 20,586**
Acquisitions	—	2,157	2,157
Commitments(1)	365	—	365
Capital Called, net(2)	(562)	536	(26)
Distributions(3)	668	(960)	(292)
Subscriptions, net of Redemptions(4)	—	512	512
Changes in CLO collateral balances	—	(951)	(951)
Market Appreciation/(Depreciation)(5)	—	592	592
Foreign exchange(6)	—	106	106
Balance, As of September 30, 2011	**$ 1,396**	**$ 21,653**	**$ 23,049**

(1) Represents capital raised by our carry funds, net of expired available capital.
(2) Represents capital called by our carry funds, net of fund fees and expenses.

(3) Represents distributions from our carry funds, net of amounts recycled.
(4) Represents the net result of subscriptions to and redemptions from our hedge funds and open-end structured credit funds.
(5) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on portfolio investments and changes in the net asset value of our hedge funds.
(6) Represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated funds. Activity during the period is translated at the average rate for the period. Ending balances are translated at the spot rate as of the period end.

Total AUM was $23.0 billion at September 30, 2011, an increase of $2.4 billion, or 12%, compared to $20.6 billion at December 31, 2010. This increase was driven by (a) the $2.2 billion acquisitions of a 55% interest in ESG and the Foothill CLO (for further discussion of these acquisitions, please refer to "— Recent Transactions") and (b) subscriptions, net of redemptions, to our hedge funds of $0.5 billion and new fund commitments to our energy mezzanine fund (CEMOF I) and our latest distressed and corporate opportunities fund (CSP III) of $0.4 billion. In addition, our Global Market Strategies funds appreciated by $0.6 billion, mostly due to appreciation in our hedge funds. These increases were partially offset by distributions of $1.0 billion from our carry funds, of which approximately $0.7 billion was recycled back into available capital.

Total AUM was $20.6 billion at December 31, 2010, an increase of $7.3 billion, or 55%, compared to $13.3 billion at December 31, 2009. This increase was primarily driven by acquisitions during the period, totaling $10.7 billion, of the Mizuho and Stanfield CLO management contracts and as well a 55% interest in Claren Road. This increase was partially offset by (a) distributions of $1.0 billion, of which approximately $0.6 billion was recycled back into available capital, and (b) a net decrease of $3.1 billion in the par value of our CLO collateral balances.

Total AUM was $13.3 billion at December 31, 2009, a decrease of $0.6 billion, or 4%, compared to $13.9 billion at December 31, 2008. This decrease was driven by a net decrease of $1.2 billion in the par value of our CLO collateral balances, and was partially offset by $0.6 billion of market appreciation resulting primarily from increased values in our distressed and corporate opportunities funds.

Total AUM was $13.9 billion at December 31, 2008, an increase of $3.5 billion, or 33%, compared to $10.4 billion at December 31, 2007. This increase was driven by (a) new fund commitments of $1.1 billion primarily to our second distressed and corporate opportunities fund (CSP II) and our second corporate mezzanine fund (CMP II) and (b) a net increase of $3.7 billion in the par value of our CLO collateral balances. These increases were partially offset by $0.5 billion of market depreciation primarily due to decreased values in our distressed and corporate opportunities funds.

Fund Performance Metrics

Fund performance information for certain of our Global Market Strategies Funds is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns. See "Risk Factors — Risks Related to Our Business Operations — The historical returns attributable to our funds including those presented in this prospectus should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units."

The following tables reflect the performance of certain funds in our Global Market Strategies business. These tables separately present funds that, as of the periods presented, had at least $1.0 billion in capital commitments, cumulative equity invested or total equity value. Please see "Business — Our Family of Funds" for a legend of the fund acronyms listed below.

	As of September 30, 2011			Inception to September 30, 2011(1)	
	Cumulative Invested Capital(2)	Total Fair Value(3)	MOIC(4)	Gross IRR(5)	Net IRR(6)
			(Dollars in millions)		
CSP II	$ 1,352.3	$ 1,867.7	1.4x	14%	9%

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P.

(1) The data presented herein that provides "inception to September 30, 2011" performance results for CSP II relates to the period following the formation of the fund in June 2007.

(2) Represents the original cost of investments net of investment level recallable proceeds which is adjusted to reflect recyclability of invested capital for the purpose of calculating the fund MOIC.

(3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest. Please see Note 4 to the combined and consolidated financial statements for the year ended December 31, 2010 and the nine months ended September 30, 2011 appearing elsewhere in this prospectus for further information regarding management's determination of fair value.

(4) Multiple of invested capital ("MOIC") represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.

(5) Gross Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.

(6) Net IRR represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value after management fees, expenses and carried interest.

The following table reflects the performance of the Claren Road Master Fund and the Claren Road Opportunities Fund, which had AUM of approximately $4.1 billion and $1.3 billion, respectively, as of September 30, 2011:

	1 Year(2)	3-Year(2)	5-Year(2)	Inception(3)
Net Annualized Return(1)				
Claren Road Master Fund	5%	12%	12%	12%
Claren Road Opportunities Fund	9%	n/a	n/a	20%
Barclays Aggregate Bond Index	7%	6%	6%	6%
Volatility(4)				
Claren Road Master Fund Standard Deviation (Annualized)	5%	5%	4%	4%
Claren Road Opportunities Fund Standard Deviation (Annualized)	9%	n/a	n/a	7%
Barclays Aggregate Bond Index Standard Deviation (Annualized)	3%	4%	4%	4%
Sharpe Ratio (1M LIBOR)(5)				
Claren Road Master Fund	0.90	2.43	2.33	2.50
Claren Road Opportunities Fund	0.94	n/a	n/a	2.37
Barclays Aggregate Bond Index	2.15	1.15	0.85	1.09

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P.

(1) Net annualized return is presented for fee-paying investors only on a total return basis, net of all fees and expenses.

(2) As of December 31, 2010.

(3) The Claren Road Master Fund was established in January 2006. The Claren Road Opportunities Fund was established in April 2008. Performance is from inception through September 30, 2011.

(4) Volatility is the annualized standard deviation of monthly net investment returns.

(5) The Sharpe Ratio compares the historical excess return on an investment over the risk free rate of return with its historical annualized volatility.

Fund of Funds Solutions

We established our Fund of Funds Solutions segment on July 1, 2011 at the time we completed our acquisition of a 60% equity interest in, and began to consolidate, AlpInvest. Our segment results reflect only our 60% interest in AlpInvest's operations whereas our combined and consolidated financial statements reflect 100% of AlpInvest's operations and a non-controlling interest of 40%. The following table presents our results of operations for our Fund of Funds Solutions segment (dollars in millions):

	Period from July 1, 2011 through September 30, 2011
Segment Revenues	
Fund level fee revenues	
Fund management fees	$ 18.7
Portfolio advisory fees, net	—
Transaction fees, net	—
Total fund level fee revenues	18.7
Performance fees	
Realized	19.2
Unrealized	(22.5)
Total performance fees	(3.3)
Investment income	
Realized	—
Unrealized	—
Total investment income	—
Interest and other income	0.2
Total revenues	15.6
Segment Expenses	
Direct compensation and benefits	
Direct base compensation	8.1
Performance fee related	
Realized	15.3
Unrealized	(18.0)
Total direct compensation and benefits	5.4
General, administrative and other indirect expenses	3.0
Interest expense	—
Total expenses	8.4
Economic Net Income	**$ 7.2**
Fee Related Earnings	$ 7.8
Net Performance Fees	$ (0.6)
Investment Income	$ —
Distributable Earnings	$ 11.7

For the Period from July 1, 2011 through September 30, 2011

Total fee revenues were $18.7 million for the period from July 1, 2011 through September 30, 2011. Management fees from our fund of funds vehicles generally range from 0.3% to 1.0% on the fund or vehicle's capital commitments during the first two to five years of the investment period and 0.3% to 1.0% on the lower of cost of the capital invested or fair value of the capital invested thereafter.

Total compensation and benefits were $5.4 million for the period from July 1, 2011 through September 30, 2011. Performance fee related compensation expense was $(2.7) million, or 82% of performance fees, for the period from July 1, 2011 through September 30, 2011.

General, administrative and other indirect expenses were $3.0 million for the period from July 1, 2011 through September 30, 2011. Such expenses are comprised primarily of professional fees and rent.

Economic Net Income. ENI was $7.2 million for the period from July 1, 2011 through September 30, 2011. The ENI for the period was driven primarily by $7.8 million in fee related earnings, offset by $(0.6) million in net performance fees.

Fee Related Earnings. Fee related earnings were $7.8 million for the period from July 1, 2011 through September 30, 2011. Fee related earnings were driven primarily by $18.7 million in fund management fees during the period, offset by $8.1 million in direct base compensation and $3.0 million in general, administrative and other indirect expenses.

Performance Fees. Performance fees were $(3.3) million for the period from July 1, 2011 through September 30, 2011. Under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to the fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and 60% of the carried interest in respect of all other commitments (including all future commitments from third parties). Net performance fees were $(0.6) million for the period from July 1, 2011 through September 30, 2011.

Distributable Earnings. Distributable earnings were $11.7 million for the period from July 1, 2011 through September 30, 2011. This reflects fee related earnings of $7.8 million and realized net performance fees of $3.9 million during the period.

Fee-earning AUM as of and for the Three Month Period Ended September 30, 2011

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

The table below breaks out fee-earning AUM by its respective components during the period.

	As of September 30, 2011
Fund of Funds Solutions	
Components of Fee-earning AUM(1)	**(Dollars in millions)**
Fee-earning AUM based on capital commitments	$ 10,512
Fee-earning AUM based on lower of cost or fair value	19,665
Total Fee-earning AUM	**$ 30,177**

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

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

Fund of Funds Solutions Fee-earning AUM Rollforward	Three Months Ended September 30, 2011
	(Dollars in millions)
Balance, Beginning of Period	$ —
Acquisitions	30,956
Inflows, including Commitments(1)	1,522
Outflows, including Distributions(2)	(569)
Market Appreciation/(Depreciation)(3)	216
Foreign exchange and other(4)	(1,948)
Balance, End of Period	**$ 30,177**

(1) Inflows represent capital raised and capital invested by funds outside the investment period.

(2) Outflows represent distributions from funds outside the investment period and changes in basis for our fund of funds vehicles where the investment period has expired.

(3) Market Appreciation/(Depreciation) represents changes in the fair market value of our fund of funds vehicles.

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

Fee-earning AUM was $30.2 billion at September 30, 2011, an increase of $0.1 billion, or less than 1%, compared to $30.2 billion at July 1, 2011. Inflows of $1.5 billion were primarily related to new fund investment mandates activated as well as capital called on the fully committed funds. Outflows of $0.6 billion were principally a result of distributions from several funds outside of their commitment period. Distributions from funds still in the commitment period do not impact fee-earning AUM as these funds are based on commitments and not invested capital. Changes in fair value have a slight impact on fee-earning AUM for Fund of Funds Solutions as fully committed funds are based on the lower of cost or fair value of the underlying investments. However, all funds still in their commitment period charge management fees on commitments, which are not impacted by fair value movements.

Total AUM as of and for the Three Month Period Ended September 30, 2011.

The table below provides the period to period rollforwards of Available Capital and Fair Value of Capital, and the resulting rollforward of Total AUM.

Fund of Funds Solutions	Available Capital	Fair Value of Capital	Total AUM
		(Dollars in millions)	
Total AUM Rollforward			
Balance, As of June 30, 2011	$ —	$ —	$ —
Acquisitions	16,926	27,926	44,852
Commitments raised, net(1)	996	—	996
Capital Called, net(2)	(1,208)	1,082	(126)
Distributions, net(3)	41	(1,395)	(1,354)
Market Appreciation/(Depreciation)(4)	—	480	480
Foreign exchange(5)	(386)	(268)	(654)
Balance, As of September 30, 2011	**$ 16,369**	**$ 27,825**	**$ 44,194**

(1) Represents new active mandates, net of expired commitments.

(2) Represents capital called by our fund investments, secondary investments and co-investments.

(3) Represents distributions from our fund investments, secondary investments and co-investments, net of amounts recycled.

(4) Market Appreciation/(Depreciation) represents realized and unrealized gains (losses) on fund investments, secondary investments and co-investments. Fair market values for AlpInvest primary fund investments and secondary investments are based on the latest available valuations of the underlying limited partnership interests (in most cases as of June 30, 2011), as provided by their general partners, plus the net cash flow since the latest valuation, up to and including September 30, 2011.

(5) Represents the impact of foreign exchange rate fluctuations on the translation of our non-U.S. dollar denominated fund investments, secondary investments and co-investments at the spot rate as of the period end.

Total AUM was $44.2 billion at September 30, 2011, a decrease of $0.7 billion, or 2%, compared to $44.9 billion at July 1, 2011. This decrease was primarily driven by $1.4 billion of distributions and a $0.7 billion foreign exchange translation adjustment. This decrease was partially offset by $0.5 billion of market appreciation across the portfolio, primarily driven by increase in value in the fund investments. Additionally, we activated new mandates of $1.0 billion for our fund investments and co-investments.

Fund Performance Metrics

Fund performance information for our investment funds that have at least $1.0 billion in capital commitments, cumulative equity invested or total value as of September 30, 2011, which we refer to as our "significant funds" is included throughout this discussion and analysis to facilitate an understanding of our results of operations for the periods presented. The fund return information reflected in this discussion and analysis is not indicative of the performance of The Carlyle Group L.P. and is also not necessarily indicative of the future performance of any particular fund. An investment in The Carlyle Group L.P. is not an investment in any of our funds. There can be no assurance that any of our funds or our other existing and future funds will achieve similar returns. See "Risk Factors—Risks Related to Our Business Operations—The historical returns attributable to our funds, including those presented in this prospectus, should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units."

The following tables reflect the performance of our significant funds in our Fund of Funds business.

			Total Investments As of September 30, 2011		
AlpInvest(1)	**Vintage Year**	**Fund Size**	**Cumulative Invested Capital(2)**	**Total Value(2),(3)**	**MOIC(2),(4)**
		(Reported in Local Currency, in Millions)			
Fully Committed Funds(5)					
Main Fund I — Fund Investments	2000	€ 5,174.6	€ 3,827.6	€ 6,162.5	1.6x
Main Fund II — Fund Investments	2003	€ 4,545.0	€ 4,220.5	€ 5,882.4	1.4x
Main Fund III — Fund Investments	2006	€ 11,500.0	€ 8,047.2	€ 8,801.5	1.1x
Main Fund I — Secondary Investments	2001	€ 519.4	€ 450.6	€ 845.5	1.9x
Main Fund II — Secondary Investments	2003	€ 998.4	€ 903.6	€ 1,603.2	1.8x
Main Fund III — Secondary Investments	2006	€ 2,250.0	€ 1,938.9	€ 2,453.6	1.3x
Main Fund II — Co-Investments	2003	€ 1,090.0	€ 855.8	€ 2,198.5	2.6x
Main Fund III — Co-Investments	2006	€ 2,760.0	€ 2,392.2	€ 1,718.6	0.7x
Main Fund II — Mezzanine Investments	2005	€ 700.0	€ 675.6	€ 828.8	1.2x
All Other Funds(6)	Various		€ 1,146.8	€ 1,747.5	1.5x
Total Fully Committed Funds			**€ 24,459.0**	**€ 32,242.0**	**1.3x**
Funds in the Commitment Period					
Main Fund IV — Fund Investments	2009	€ 4,880.0	€ 470.4	€ 458.9	1.0x
Main Fund IV — Secondary Investments	2010	€ 1,855.0	€ 1,261.8	€ 1,549.8	1.2x
Main Fund IV — Co-Investments	2010	€ 1,575.0	€ 643.3	€ 608.8	0.9x
Main Fund III — Mezzanine Investments	2007	€ 2,000.0	€ 1,081.3	€ 1,307.8	1.2x
Total Funds in the Commitment Period			**€ 3,456.9**	**€ 3,925.3**	**1.1x**
TOTAL ALPINVEST			**€ 27,915.9**	**€ 36,167.3**	**1.3x**
TOTAL ALPINVEST(7)			**$ 37,957.2**	**$ 49,176.7**	**1.3x**

(1) Includes private equity and mezzanine primary fund investments, secondary fund investments and co-investments originated by the AlpInvest team. Excluded from the performance information shown are a) investments that were not originated by AlpInvest and b) Direct Investments, which was spun off from AlpInvest in 2005. As of September 30, 2011, these excluded investments represent $1.0 billion of AUM.

(2) To exclude the impact of foreign exchange, all foreign currency cash flows have been converted to Euro at the reporting period spot rate.

(3) Represents all realized proceeds combined with remaining fair value, before management fees, expenses and carried interest. To exclude the impact of foreign exchange, all foreign currency cash flows have been converted to Euro at the reporting period spot rate.

(4) Multiple of invested capital ("MOIC") represents total fair value, before AlpInvest management fees, fund expenses and AlpInvest carried interest, divided by cumulative invested capital.

(5) Fully Committed funds are past the expiration date of the commitment period as defined in the respective limited partnership agreement.

(6) Includes Main Fund I — Secondary Investments, Main Fund I — Co-Investments, Main Fund I — Mezzanine Investments, Main Fund II — Mezzanine Investments, AlpInvest CleanTech Funds and Funds with private equity fund investments, secondary investments and co-investments made on behalf of other investors than AlpInvest's two anchor clients.

(7) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. Dollars at the spot rate as of the end of the reporting period.

AlpInvest(1)	Vintage Year	Inception to September 30, 2011		
		Fund Size	Gross IRR(2)	Net IRR (3)
		Reported in Local Currency, in Millions		
Fully Committed Funds(4)				
Main Fund I — Fund Investments	2000	€ 5,174.6	13%	12%
Main Fund II — Fund Investments	2003	€ 4,545.0	11%	10%
Main Fund III — Fund Investments	2006	€ 11,500.0	4%	3%
Main Fund I — Secondary Investments	2001	€ 519.4	55%	51%
Main Fund II — Secondary Investments	2003	€ 998.4	29%	27%
Main Fund III — Secondary Investments	2006	€ 2,250.0	10%	9%
Main Fund II — Co-Investments	2003	€ 1,090.0	45%	43%
Main Fund III — Co-Investments	2006	€ 2,760.0	(9)%	(10)%
Main Fund II — Mezzanine Investments	2005	€ 700.0	7%	6%
All Other Funds(5)	Various		20%	16%
Total Fully Committed Funds			**11%**	**10%**
Funds in the Commitment Period				
Main Fund IV — Fund Investments	2009	€ 4,880.0	(4)%	(9)%
Main Fund IV — Secondary Investments	2010	€ 1,855.0	44%	41%
Main Fund IV — Co-Investments	2010	€ 1,575.0	(6)%	(9)%
Main Fund III — Mezzanine Investments		€ 2,000.0	9%	7%
Total Funds in the Commitment Period			**11%**	**9%**
TOTAL ALPINVEST(6)			**11%**	**10%**

(1) Includes private equity and mezzanine primary fund investments, secondary fund investments and co-investments originated by the AlpInvest team. Excluded from the performance information shown are a) investments that were not originated by AlpInvest and b) Direct Investments, which was spun off from AlpInvest in 2005. As of September 30, 2011, these excluded investments represent $1.0 billion of AUM.

(2) Gross Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated taking into account investments, divestments unrealized value before management fees, expenses and carried interest.

(3) Net Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated taking into account investments, divestments and unrealized value after management fees, expenses and carried interest.

(4) Fully Committed funds are past the expiration date of the commitment period as defined in the respective limited partnership agreement.

(5) Includes Main Fund I — Secondary Investments, Main Fund I — Co-Investments, Main Fund I — Mezzanine Investments, Main Fund II — Mezzanine Investments, AlpInvest CleanTech Funds and Funds with private equity fund investments, secondary investments and co-investments made on behalf of other investors than AlpInvest's two anchor clients.

(6) For purposes of aggregation, all foreign currency cash flows have been converted to Euro at the spot rate as of the end of the reporting period.

Liquidity and Capital Resources

We require limited capital resources to support the working capital and operating needs of our business. Historically, our management fees have largely covered our operating costs and we have

distributed all realized performance fees after related compensation to senior Carlyle professionals. Historically, approximately 95% of all capital commitments to our funds have been provided by our fund investors, with the remaining amount typically funded by our senior Carlyle professionals and employees. Upon the completion of the offering, we intend to have Carlyle commit to fund approximately 2% of the capital commitments to our future carry funds. We expect our senior Carlyle professionals and employees to continue to make significant capital contributions to our funds based on their existing commitments, and to make capital commitments to future funds consistent with the level of their historical commitments. We also intend to make investments in our open-end funds and our CLO vehicles.

Proceeds from our existing indebtedness have been used to: (1) finance our global expansion and acquisitions, (2) cover losses incurred in connection with the liquidation of CCC, (3) fund the capital investments of Carlyle in our funds, (4) make distributions to senior Carlyle professionals and (5) finance short term loans to our funds. While our funds generally will use their own credit facilities to bridge capital calls from our limited partner investors, we have on occasion made such loans to seed investments for new or first-time funds that do not yet have their own credit facilities or to bridge the raising of external co-investment. In addition, we have funded working capital on behalf of our funds and portfolio companies.

Cash Flows

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

	Nine Months Ended September 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
			(Dollars in millions)		
Statements of Cash Flows Data					
Net cash provided by operating activities	$ 1,981.0	$ 2,524.9	$ 2,877.0	$ 418.7	$ 54.3
Net cash used in investing activities	(121.1)	(66.9)	(185.6)	(27.5)	(15.5)
Net cash used in financing activities	(1,772.7)	(2,451.3)	(2,533.4)	(587.3)	(469.4)
Effect of foreign exchange rate change	8.5	(1.9)	(29.2)	3.4	(3.6)
Net change in cash and cash equivalents	$ 95.7	$ 4.8	$ 128.8	$ (192.7)	$ (434.2)

Net Cash Provided by Operating Activities. Net cash provided by operating activities is primarily driven by our earnings in the respective periods after adjusting for non-cash performance fees and related non-cash compensation that are included in earnings. Cash flows from operating activities do not reflect any amounts paid or distributed to senior Carlyle professionals as these amounts are included as a use of cash for distributions in financing activities. As a public company, we will record cash compensation expense to senior Carlyle professionals which will have the effect of reducing cash provided by operating activities and cash used in financing activities. Cash used to purchase investments as well as the proceeds from the sale of such investments are also reflected in our operating activities as investments are a normal part of our operating activities. Over time investment proceeds may be greater than investment purchases. During the nine months ended September 30, 2011, proceeds were $272.6 million while purchases were $73.5 million. However, in the year ended December 31, 2010, investment purchases were $114.8 million as compared to proceeds of $41.9 million.

Net Cash Used in Investing Activities. Our investing activities generally reflect cash used for acquisitions, fixed assets and software for internal use and investments in restricted cash and

securities. The acquisition of Claren Road and the purchase of the CLO management contracts from Stanfield and Mizuho resulted in the net use of cash of $164.1 million during the year ended December 31, 2010 and the acquisitions of AlpInvest and ESG resulted in the net use of cash of $71.5 million during the nine months ended September 30, 2011. Purchases of fixed assets were $25.8 million, $21.2 million, $27.5 million and $36.1 million in the nine months ended September 30, 2011 and years ended December 31, 2010, December 31, 2009 and December 31, 2008, respectively.

Net Cash Used in Financing Activities. Financing activities are a net use of cash in each of the historical periods presented. As noted above, financing activities include distributions to senior Carlyle professionals of $787.8 million, $215.6 million and $253.9 million in years ended December 31, 2010, 2009 and 2008, respectively, and $1,040.9 million and $194.9 million in the nine months ended September 30, 2011 and 2010, respectively. During 2010, our borrowing proceeds from loans payable exceeded our principal payment reductions from loans payable by $582.1 million reflecting the $494 million of net proceeds from our subordinated notes from Mubadala and from net proceeds obtained when we amended and extended the terms of our term loan in 2010.

Our Sources of Cash and Liquidity Needs

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

- provide capital to facilitate the growth of our existing business lines;
- provide capital to facilitate our expansion into new, complementary business lines, including acquisitions;
- pay operating expenses, including compensation and other obligations as they arise;
- fund capital expenditures;
- repay borrowings and related interest costs and expenses;
- pay income taxes;
- make distributions to Carlyle Holdings unit holders; and
- fund the capital investments of Carlyle in our funds.

We generally use our working capital and cash flows to invest in growth initiatives, service our debt, fund the working capital needs of our investment funds and pay distributions to our equity owners. We have multiple sources of liquidity to meet our capital needs, including cash on hand, annual cash flows, accumulated earnings and funds from our existing senior secured credit facility, including a term loan facility and a revolving credit facility ($609.6 million available as of September 30, 2011, inclusive of $15.4 million of availability set aside to cover our guarantee of our co-investment loan program), and we believe these sources will be sufficient to fund our capital needs for at least the next 12 months. On September 30, 2011, we amended the terms of our existing senior secured credit facility to increase the revolving credit facility from $150.0 million to $750.0 million. On December 13, 2011, we entered into a new senior credit facility. The new senior credit facility, while currently effective, will not become operative unless and until certain conditions are satisfied, including the consummation of this Offering, the redemption, repurchase or conversion of the subordinated notes issued to Mubadala, and the repayment of borrowings under the revolving credit facility of the existing senior secured credit facility used to finance distributions, if any, to our existing owners. We are not dependent upon the proceeds from this offering to meet our liquidity needs for the next 12 months. After completion of this offering, we intend to pay distributions from cash flow from operations, and, as needed, from draws on available borrowings from our revolving credit facility or sales of assets.

Since our inception through September 30, 2011, we and our senior Carlyle professionals, operating executives and other professionals have invested or committed to invest in excess of $4 billion in or alongside our funds. The current invested capital and unfunded commitment of

Carlyle and our senior Carlyle professionals, operating executives and other professionals to our investment funds as of September 30, 2011, consisted of the following:

Asset Class	Current Equity Invested	Unfunded Commitment	Total Current Equity Invested and Unfunded Commitment
		(Dollars in millions)	
Corporate Private Equity	$ 1,315.2	$ 932.7	$ 2,247.9
Real Assets	491.2	276.1	767.3
Global Market Strategies	371.2	80.5	451.7
Fund of Funds Solutions	—	—	—
Total	$ 2,177.6	$ 1,289.3	$ 3,466.9

A substantial majority of these investments have been funded by, and a substantial majority of the remaining commitments are expected to be funded by, senior Carlyle professionals, operating executives and other professionals through our internal co-investment program.

Another source of liquidity we may use to meet our capital needs is the realized carried interest and incentive fee revenue generated by our investment funds. Carried interest is realized when an underlying investment is profitably disposed of and the fund's cumulative returns are in excess of the preferred return. Incentive fees earned on hedge fund structures are realized at the end of each fund's measurement period. Incentive fees earned on our CLO vehicles are paid upon the dissolution of such vehicles.

Our accrued performance fees by segment as of September 30, 2011, gross and net of accrued giveback obligations, are set forth below:

Asset Class	Accrued Performance Fees	Accrued Giveback Obligation	Net Accrued Performance Fees
		(Dollars in millions)	
Corporate Private Equity	$ 1,536.2	$ 96.8	$ 1,439.4
Real Assets	213.3	50.7	162.6
Global Market Strategies	202.9	1.2	201.7
Fund of Funds Solutions	196.7	—	196.7
Total	$ 2,149.1	$ 148.7	$ 2,000.4

Our Balance Sheet and Indebtedness

Total assets were $17.1 billion at December 31, 2010, an increase of $14.6 billion from December 31, 2009. The increase in total assets was primarily attributable to the consolidation of our CLOs, which are variable interest entities under U.S. GAAP and were required to be consolidated on January 1, 2010 as a result of revisions to accounting standards governing consolidations and to a lesser extent to the acquisition of Claren Road on December 31, 2010. Assets of Consolidated Funds were approximately $13.0 billion at December 31, 2010 representing an increase of $12.7 billion over December 31, 2009. Total liabilities were $14.2 billion at December 31, 2010, an increase of $12.4 billion from December 31, 2009. Liabilities of Consolidated Funds (including CLOs) comprised $11.0 billion of the increase. The assets and liabilities of the Consolidated Funds are generally held within separate legal entities and, as a result, the assets of the Consolidated Funds are not available to meet our liquidity requirements and similarly the liabilities of the Consolidated Funds are non-recourse to us.

Total assets increased to $25.4 billion at September 30, 2011, an increase of $8.4 billion over December 31, 2010. Increases in assets of Consolidated Funds represented $8.1 billion of the increase in total assets. The remaining increase of $246.9 million in our assets relates primarily to an increase in accrued carry reflecting the higher valuations of our fund portfolios.

Our balance sheet without the effect of the Consolidated Funds can be seen in Note 16 to our combined and consolidated financial statements included elsewhere in this prospectus. At September 30, 2011, our total assets were $4.5 billion, including cash and cash equivalents of $712.6 million and investments of approximately $2.7 billion. Investments include accrued performance fees of approximately $2.2 billion at September 30, 2011 which is the amount of carried interest that we would have received had we sold all of our funds' investments at their reported fair values at that date.

Loans Payable. Loans payable on our balance sheet at September 30, 2011 reflects $625.0 million outstanding under our senior secured credit facility, comprised of $500.0 million of term loan outstanding and $125.0 million outstanding under the revolving credit facility, and $73.5 million of Claren Road acquisition-related indebtedness.

Senior Secured Credit Facility. In 2007, we entered into an $875.0 million senior secured credit facility with financial institutions under which we could borrow up to $725.0 million in a term loan and $150.0 million in a revolving credit facility. Subsequent to the bankruptcy of one of the financial institutions that was a party to the credit facility, the borrowing availability under the revolving credit facility was effectively reduced to $115.7 million. Both the term loan facility and revolving credit facility were scheduled to mature on August 20, 2013.

In November 2010, we modified the senior secured credit facility and repaid the $370.3 million outstanding principal amount. The amended facility includes $500.0 million in a term loan and $150.0 million in a revolving credit facility. On September 30, 2011, the senior secured credit facility was amended and extended to increase the revolving credit facility to $750.0 million. The amended term loan and revolving credit facility will mature on September 30, 2016. Principal amounts outstanding under the amended term loan and revolving credit facility will accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus an applicable margin not to exceed 0.75%, or (b) at LIBOR plus an applicable margin not to exceed 1.75% (1.99% and 2.51% at September 30, 2011 and December 31, 2010, respectively). Outstanding principal amounts due under the term loan are payable quarterly beginning in September 2014 as follows: $75.0 million in 2014, $175 million in 2015 and $250 million in 2016. See "— Contractual Obligations" for additional information.

We are subject to interest rate risk associated with our variable rate debt financing. To manage this risk, we entered into an interest rate swap in March 2008 to fix the interest rate on approximately 33% of the $725.0 million in term loan borrowings at 5.069%. The interest rate swap had an initial notional balance of $239.2 million, a current balance of $167.5 million as of September 30, 2011 and amortizes through August 20, 2013 (the swap's maturity date) as the related term loan borrowings are repaid. This instrument was designated as a cash flow hedge and remains in place after the amendment of the senior secured credit facility. The interest rate swap continues to be designated as a cash flow hedge.

In December 2011, we entered into a second interest rate swap with an initial notional balance of $350.5 million to fix the interest rate at 2.832% on the remaining term loan borrowings not hedged by the March 2008 interest rate swap. This interest rate swap matures on September 30, 2016, which coincides with the maturity of the term loan. This instrument has been designated as a cash flow hedge.

The senior secured credit facility is secured by management fees and carried interest allocable to our senior Carlyle professionals from certain funds and requires us to comply with certain financial and other covenants, which include maintaining management fee earning assets (as defined in the amended agreement) of at least $50.1 billion, a senior debt leverage ratio of less than or equal to 2.5 to 1.0, a total debt leverage ratio of less than 5.5 to 1.0 (or 5.0 to 1.0 from and after December 2013), and a minimum interest coverage ratio of not less than 4.0 to 1.0, in each case, tested on a quarterly basis. The senior secured credit facility also contains nonfinancial covenants that restrict some of our corporate activities, including our ability to incur additional debt, pay certain dividends, create liens,

make certain acquisitions or investments and engage in specified transactions with affiliates. Non compliance with any of the financial or nonfinancial covenants without cure or waiver would constitute an event of default under the senior secured credit facility. An event of default resulting from a breach of a financial or nonfinancial covenant may result, at the option of the lenders, in an acceleration of the principal and interest outstanding, and a termination of the revolving credit facility. The senior secured credit facility also contains other customary events of default, including defaults based on events of bankruptcy and insolvency, nonpayment of principal, interest or fees when due, breach of specified covenants, change in control and material inaccuracy of representations and warranties. We were in compliance with the financial and non-financial covenants of the senior secured credit facility as of September 30, 2011.

On October 20, 2011, we borrowed $265.5 million under the revolving credit facility of our existing senior secured credit facility to redeem $250 million aggregate principal amount of the subordinated notes held by Mubadala for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. As a result, an aggregate of $250 million principal amount of notes remained outstanding as of such date. The redemption is expected to reduce our debt service costs and to reduce the dilution to equity holders that would otherwise result upon conversion of the notes. Interest on the amounts borrowed under the revolving credit facility (assuming LIBOR rates as of October 20, 2011) would be approximately $3.25 million less on a quarterly basis than interest on the redeemed subordinated notes.

On December 13, 2011, we entered into a new senior credit facility. The new senior credit facility, while currently effective, will not become operative unless and until certain conditions are satisfied, including the consummation of this Offering, the redemption, repurchase or conversion of the subordinated notes issued to Mubadala, and the repayment of borrowings under the revolving credit facility of the existing senior secured credit facility used to finance distributions, if any, to our existing owners. If and when the new senior credit facility becomes operative, it will replace our existing senior secured credit facility, amounts borrowed under the existing senior secured credit facility will be deemed to have been repaid by borrowings in like amount under the new senior credit facility, and we will no longer be subject to the financial and other covenants of the existing senior secured credit facility (except to the extent such covenants are contained in the new senior credit facility).

The new senior credit facility will include $500.0 million in a term loan and $750.0 million in a revolving credit facility. The new term loan and revolving credit facility will mature on September 30, 2016. Principal amounts outstanding under the new term loan and revolving credit facility will accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus an applicable margin not to exceed 0.75%, or (b) at LIBOR plus an applicable margin not to exceed 1.75%. Outstanding principal amounts due under the term loan are payable quarterly beginning in September 2014 as follows: $75.0 million in 2014, $175 million in 2015 and $250 million in 2016. The new senior credit facility will be unsecured and will not be guaranteed by any subsidiaries of the Parent Entities (unless we so elect). We will be required to maintain management fee earning assets (as defined in the new senior credit facility) of at least $50.1 billion and a total debt leverage ratio of not greater than 3.0 to 1.0. We will be permitted to incur secured indebtedness in an amount not greater than $125 million, subject to certain other permitted liens. We will not be subject to a senior debt leverage ratio or a minimum interest coverage ratio.

Claren Road Loans. As part of the Claren Road acquisition, we entered into a loan agreement for $47.5 million. The loan matures on December 31, 2015 and interest is payable semi-annually, commencing June 30, 2011 at an adjustable annual rate, currently 6.0%. Also in connection with the Claren Road acquisition, Claren Road entered into a loan agreement with a financial institution for $50.0 million. The loan matures on January 3, 2017 and interest is payable quarterly, commencing March 31, 2011 at an annual rate of 8.0%. Outstanding principal amounts are payable quarterly beginning April 29, 2011 and vary based on annual gross revenue as defined in the loan agreement. Beginning April 3, 2013 additional quarterly principal payments will commence equal to the lesser

of (a) $2.0 million and (b) the then unpaid principal amount of the loan. We include the indebtedness of Claren Road on our combined and consolidated balance sheets due to our 55% ownership of and control over Claren Road.

Subordinated Notes Payable to Mubadala. In December 2010, we received net cash proceeds of $494.0 million from Mubadala in exchange for $500.0 million in subordinated notes, equity interests in Carlyle and certain additional rights. On October 20, 2011, we borrowed $265.5 million under our revolving credit facility to redeem $250 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. As a result, an aggregate of $250 million principal amount of notes remained outstanding as of such date.

Interest on the subordinated notes is payable semi-annually, commencing June 30, 2011 at an annual rate of 7.25% per annum to the extent paid in cash or 7.5% per annum to the extent paid by issuing payment-in-kind notes ("PIK Notes"). Interest payable on the first interest payment date is payable in cash. For any subsequent interest period, we may elect to pay up to 50% of the interest payment due by issuing PIK Notes on the same terms and conditions as the originally issued notes. Further, we may pay up to 50% of the interest payment due on any PIK Notes by issuing additional PIK Notes. We have elected to pay all interest payable for the interest payment period ending December 31, 2011 entirely in cash. We elected the fair value option to measure the subordinated notes at fair value. At September 30, 2011 and December 31, 2010, the fair value of the subordinated notes is $520.0 million and $494.0 million, respectively. The primary reasons for electing the fair value option are to (i) reflect economic events in earnings on a timely basis and (ii) address simplification and cost-benefit considerations. Changes in the fair value of this instrument of $26.0 million for the nine months ended September 30, 2011 were recognized in earnings and included in other non-operating expenses in the combined and consolidated statements of operations included elsewhere in this prospectus.

As noted above, immediately prior to the contribution of the Parent Entities to Carlyle Holdings, the outstanding principal amount of the subordinated notes will be converted into additional equity interests in the Parent Entities. The amount of additional equity interests in the Parent Entities which Mubadala will receive upon conversion of the notes will be determined based on the initial public offering price of the common units in this offering. More specifically, Mubadala will receive upon conversion of the notes that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings, entitle Mubadala to a number of Carlyle Holdings partnership units that is equal to the quotient of $250 million (plus any accrued and unpaid interest on the notes) divided by the product of .925 multiplied by the initial public offering price per common unit in this offering. Based on an assumed initial offering price of $ per common unit (the midpoint of the range indicated on the front cover of this prospectus), Mubadala will be entitled upon conversion of the notes to that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings, entitle Mubadala to Carlyle Holdings partnership units. A $1.00 increase in the assumed initial offering price per common unit would decrease the number of Carlyle Holdings partnership units to which Mubadala is entitled by partnership units. A $1.00 decrease in the assumed initial public offering price per common unit would increase the number of Carlyle Holdings partnership units to which Mubadala is entitled by partnership units. See "Pricing Sensitivity Analysis."

Obligations of CLOs. Loans payable of the Consolidated Funds represent amounts due to holders of debt securities issued by the CLOs. We are not liable for any loans payable of the CLOs. Several of the CLOs issued preferred shares representing the most subordinated interest, however these tranches are mandatorily redeemable upon the maturity dates of the senior secured loans payable, and as a result have been classified as liabilities under U.S. GAAP, and are included in loans payable of Consolidated Funds in our combined and consolidated balance sheets.

As of September 30, 2011, the following borrowings were outstanding at our CLOs, including preferred shares classified as liabilities.

	Borrowing Outstanding	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
	(Dollars in millions)		
Senior secured notes	$ 10,609.9	1.32%	9.07
Subordinated notes, income notes and preferred shares	337.9	n/a(1)	8.82
Combination notes	10.8	n/a(2)	10.18
Total	$ 10,958.6		

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

(2) The combination notes do not have contractual interest rates and have recourse only to U.S. Treasury securities and OATS specifically held to collateralize such combination notes.

The fair value of senior secured notes, subordinated notes, income notes and preferred shares, and combination notes of our CLOs as of September 30, 2011 was $9.4 billion, $731.2 million, and $9.5 million, respectively.

Loans payable of the CLOs are collateralized by the assets held by the CLOs and the assets of one CLO may not be used to satisfy the liabilities of another. This collateral consists of cash and cash equivalents, corporate loans, corporate bonds and other securities. Included in loans payable of the CLOs are loan revolvers (the “APEX Revolvers”) which the CLOs entered into with financial institutions on their respective closing dates. The APEX Revolvers provide credit enhancement to the securities issued by the CLOs by allowing the CLOs to draw down on the revolvers in order to offset a certain level of principal losses upon any default of the investment assets held by that CLO. The APEX Revolvers allow for a maximum borrowing of $38.3 million as of September 30, 2011 and bear weighted interest at LIBOR plus 0.37% per annum. Amounts borrowed under the APEX Revolvers are repaid based on cash flows available subject to priority of payments under each CLO’s governing documents. As of September 30, 2011, the principal amount borrowed under the APEX Revolvers was $1.9 million.

In addition, certain CLOs entered into liquidity facility agreements with various liquidity facility providers on or about the various closing dates in order to fund payments of interest when there are insufficient funds available. The proceeds from such draw-downs are available for payments of interest at each interest payment date and the acquisition or exercise of an option or warrant comprised in any collateral enhancement obligation. The liquidity facilities, in aggregate, allow for a maximum borrowing of $21.8 million and bear weighted average interest at EURIBOR plus 0.38% per annum. Amounts borrowed under the liquidity facilities are repaid based on cash flows available subject to priority of payments under each CLO’s governing documents. There were no borrowings outstanding under this liquidity facility as of September 30, 2011.

Unconsolidated Entities

Our Corporate Private Equity funds have not historically utilized substantial leverage at the fund level other than short-term borrowings under certain fund level lines of credit which are used to fund liquidity needs in the interim between the date of an investment and the receipt of capital from the investing fund’s investors. These funds do, however, make direct or indirect investments in companies that utilize leverage in their capital structure. The degree of leverage employed varies among portfolio companies.

Certain of our real estate funds have entered into lines of credits secured by their investors' unpaid capital commitments. Due to the relatively large number of investments made by these funds, the lines of credit are primarily employed to reduce the overall number of capital calls. In certain instances, however, they may be used for other investment related activities, including serving as bridge financing for investments.

Off-balance Sheet Arrangements

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

See Note 10 to the combined and consolidated financial statements included elsewhere in this prospectus for further disclosure regarding our off-balance sheet arrangements.

Contractual Obligations

The following table sets forth information relating to our contractual obligations as of September 30, 2011 on a consolidated basis and on a basis excluding the obligations of the Consolidated Funds:

Contractual Obligations	October 1, 2011 to December 31, 2011	2012-2013	2014-2015	Thereafter	Total
			(Dollars in millions)		
Loans payable(a)	$ 13.5	$ 160.0	$ 275.0	$ 250.0	$ 698.5
Interest payable(b)	6.3	37.7	35.1	7.6	86.7
Operating lease obligations(c)	9.4	73.2	64.9	138.3	285.8
Capital commitments to Carlyle funds(d)	1,289.3	—	—	—	1,289.3
Loans payable of Consolidated Funds(e)	1.9	5.9	89.4	10,863.3	10,960.5
Interest on loans payable of Consolidated Funds(f)	35.4	281.5	279.3	731.4	1,327.6
Unfunded commitments of the CLOs and Consolidated Funds(g)	1,679.1	—	—	—	1,679.1
Redemptions payable of Consolidated Funds(h)	27.0	3.8	—	—	30.8
Consolidated contractual obligations	3,061.9	562.1	743.7	11,990.6	16,358.3
Loans payable of Consolidated Funds(e)	(1.9)	(5.9)	(89.4)	(10,863.3)	(10,960.5)
Interest on loans payable of Consolidated Funds(f)	(35.4)	(281.5)	(279.3)	(731.4)	(1,327.6)
Unfunded commitments of the CLOs and Consolidated Funds(g)	(1,679.1)	—	—	—	(1,679.1)
Redemptions payable of Consolidated Funds(h)	(27.0)	(3.8)	—	—	(30.8)
Carlyle Operating Entities' contractual obligations(i)	$ 1,318.5	$ 270.9	$ 375.0	$ 395.9	$ 2,360.3

(a) These obligations exclude the subordinated notes payable to Mubadala, which will be converted into additional equity interests in the Parent Entities upon the consummation of this offering as described under "— Our Balance Sheet and Indebtedness — Subordinated Notes Payable to Mubadala" and assume that no prepayments are made on outstanding loans.

(b) These obligations exclude interest on the subordinated notes payable to Mubadala. Borrowings on our revolving credit facility accrue interest at LIBOR plus 1.75% per annum (1.99% as of September 30, 2011). Interest payments on the term loan are based on a rate of 5.069% for the hedged portion of the term loan and variable rates ranging from 1.99% to 4.29% for the unhedged portion of the term loan (based on the one-month LIBOR forward rate curve at September 30, 2011 and a 1.75% spread). Interest payments on fixed-rate loans are based on rates ranging from 6.0% to 8.0%. Interest payments assume that no prepayments are made and loans are held until maturity.

(c) We lease office space in various countries around the world and maintain our headquarters in Washington, D.C., where we lease our primary office space under a non-cancelable lease agreement expiring on July 31, 2026. Our office leases in other locations expire in various years from 2011 through 2020. The amounts in this table represent the minimum lease payments required over the term of the lease.

(d) These obligations represent commitments by us to fund a portion of the purchase price paid for each investment made by our funds. These amounts are generally due on demand and are therefore presented in the less than one year category. A substantial majority of these investments is expected to be funded by senior Carlyle professionals and other professionals through our internal co-investment program. Of the remaining $1.3 billion of commitments, approximately $1.2 billion is expected to be funded individually by senior Carlyle professionals, operating executives and other professionals, with the balance funded directly by the firm.

(e) These obligations represent amounts due to holders of debt securities issued by the consolidated CLO vehicles.

(f) These obligations represent interest to be paid on debt securities issued by the consolidated CLO vehicles. Interest payments assume that no prepayments are made and loans are held until maturity. For debt securities with rights only to the residual value of the CLO and no stated interest, no interest payments were included in this calculation. Interest payments on variable-rate debt securities are based on interest rates in effect as of September 30, 2011, at spreads to market rates pursuant to the debt agreements, and range from 0.5% to 12.7%.

(g) These obligations represent commitments of the CLOs and Consolidated Funds to fund certain investments. These amounts are generally due on demand and are therefore presented in the less than one year category.

(h) Our consolidated hedge funds are subject to quarterly or monthly redemption by investors in these funds. These obligations represent the amount of redemptions where the amount requested in the redemption notice has become fixed and payable.

(i) The amounts shown in this table exclude certain contingent consideration payments that we may pay in connection with the Business Acquisitions (defined below) if certain performance criteria are met. See Note 3 and Note 15 to our combined and consolidated financial statements included elsewhere in this prospectus for additional information.

Guarantees

In 2001, we entered into an agreement with a financial institution pursuant to which we are the guarantor on a credit facility for eligible employees investing in Carlyle-sponsored funds. This credit facility renews on an annual basis, allowing for annual incremental borrowings up to an aggregate of $16.3 million, and accrues interest at the lower of the prime rate, as defined, or three-month LIBOR plus 2% (3.06% at September 30, 2011), reset quarterly. At September 30, 2011, approximately $15.4 million was outstanding under the credit facility and payable by the employees. No material funding under the guarantee has been required, and we believe the likelihood of any material funding under the guarantee to be remote.

Indemnifications

In many of our service contracts, we agree to indemnify the third-party service provider under certain circumstances. The terms of the indemnities vary from contract to contract, and the amount of indemnification liability, if any, cannot be determined and has not been included in the table above or recorded in our condensed combined and consolidated financial statements as of September 30, 2011.

Tax Receivable Agreement

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

As described in greater detail under “Certain Relationships and Related Person Transactions — Tax Receivable Agreement,” we will enter into a tax receivable agreement with our existing owners that will provide for the payment by the corporate taxpayers to our existing owners of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that the corporate taxpayers realize as a result of these increases in tax basis and of certain other tax benefits related to entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. This payment obligation is an obligation of the corporate taxpayers and not of Carlyle Holdings. While the actual increase in tax basis, as well as the amount and timing of any payments under this agreement, will vary depending upon a number of factors, including the timing of exchanges, the price of our common units at the time of the exchange, the extent to which such exchanges are taxable and the amount and timing of our income, we expect that as a result of the size of the transfers and increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, the payments that we may make to our existing owners will be substantial. The payments under the tax receivable agreement are not conditioned upon our existing owners’ continued ownership of us. In the event that The Carlyle Group L.P. or any of its wholly-owned subsidiaries that are not treated as corporations for U.S. federal income tax purposes become taxable as a corporation for U.S. federal income tax purposes, these entities will also be obligated to make payments under the tax receivable agreement on the same basis and to the same extent as the corporate taxpayers.

The tax receivable agreement provides that upon certain changes of control, or if, at any time, the corporate taxpayers elect an early termination of the tax receivable agreement, the corporate taxpayers’ obligations under the tax receivable agreement (with respect to all Carlyle Holdings partnership units whether or not previously exchanged) would be calculated by reference to the value of all future payments that our existing owners would have been entitled to receive under the tax receivable agreement using certain valuation assumptions, including that the corporate taxpayers’ will have sufficient taxable income to fully utilize the deductions arising from the increased tax deductions and tax basis and other benefits related to entering into the tax receivable agreement and, in the case of an early termination election, that any Carlyle Holdings partnership units that have not been exchanged are deemed exchanged for the market value of the common units at the time of termination. In addition, our existing owners will not reimburse us for any payments previously made under the tax receivable agreement if such tax basis increase is successfully challenged by the IRS. The corporate taxpayers’ ability to achieve benefits from any tax basis increase, and the payments to be made under this agreement, will depend upon a number of factors, including the timing and amount of our future income. As a result, even in the absence of a change of control or an election to terminate the tax receivable agreement, payments to our existing owners under the tax receivable agreement could be in excess of the corporate taxpayers’ actual cash tax savings.

Contingent Obligations (Giveback)

An accrual for potential repayment of previously received performance fees of $148.7 million at September 30, 2011 is shown as accrued giveback obligations on the condensed combined and consolidated balance sheet, representing the giveback obligation that would need to be paid if the funds were liquidated at their current fair values at September 30, 2011. However, the ultimate giveback obligation, if any, does not arise until the end of a fund’s life. We have recorded $53.6 million of unbilled receivables from former and current employees and our individual senior Carlyle professionals as of September 30, 2011 related to giveback obligations, which are included in due from affiliates and other receivables, net in our condensed combined and consolidated balance sheet as of such date.

If, as of September 30, 2011, all of the investments held by our funds were deemed worthless the amount of realized and distributed carried interest subject to potential giveback would be $687.1 million, on an after-tax basis where applicable.

Our senior Carlyle professionals and employees who have received carried interest distributions are severally responsible for funding their proportionate share of any giveback obligations. However, the governing agreements of certain of our funds provide that to the extent a current or former employee from such funds does not fund his or her respective share, then we may have to fund

additional amounts beyond what we received in carried interest, although we will generally retain the right to pursue any remedies that we have under such governing agreements against those carried interest recipients who fail to fund their obligations.

Contingencies

From time to time we are involved in various legal proceedings, lawsuits and claims incidental to the conduct of our business. Our businesses are also subject to extensive regulation, which may result in regulatory proceedings against us.

In September 2006 and March 2009, we received requests for certain documents and other information from the Antitrust Division of the DOJ in connection with the DOJ's investigation of alternative asset management firms to determine whether they have engaged in conduct prohibited by U.S. antitrust laws. We have fully cooperated with the DOJ's investigation. There can be no assurance as to the direction this inquiry may take in the future or whether it will have an adverse impact on the private equity industry in some unforeseen way.

On February 14, 2008, a private class-action lawsuit challenging "club" bids and other alleged anti-competitive business practices was filed in the U.S. District Court for the District of Massachusetts. (*Police and Fire Retirement System of the City of Detroit v. Apollo Global Management, LLC*). The complaint alleges, among other things, that certain alternative asset management firms, including Carlyle, violated Section 1 of the Sherman Act by, among other things, forming multi-sponsor consortiums for the purpose of bidding collectively in certain going private transactions, which the plaintiffs allege constitutes a "conspiracy in restraint of trade." The plaintiffs seek damages as provided for in Section 4 of the Clayton Act and an injunction against such conduct in restraint of trade in the future. While Carlyle believes the lawsuit is without merit and is contesting it vigorously, it is difficult to determine what impact, if any, this litigation (and any future related litigation), together with any increased governmental scrutiny or regulatory initiatives, will have on the private equity industry generally or on Carlyle.

Along with many other companies and individuals in the financial sector, Carlyle and one of our funds, CMP I, are named as defendants in *Foy v. Austin Capital*, a case filed in June 2009, pending in the State of New Mexico's First Judicial District Court, County of Santa Fe, which purports to be a *qui tam* suit on behalf of the State of New Mexico. The suit alleges that investment decisions by New Mexico public investment funds were improperly influenced by campaign contributions and payments to politically connected placement agents. The plaintiffs seek, among other things, actual damages, actual damages for lost income, rescission of the investment transactions described in the complaint and disgorgement of all fees received. In May 2011, the Attorney General of New Mexico moved to dismiss certain defendants including Carlyle and CMP I on the ground that separate civil litigation by the Attorney General is a more effective means to seek recovery for the State from these defendants. The Attorney General has brought two civil actions against certain of those defendants, not including the Carlyle defendants. The Attorney General has stated that its investigation is continuing and it may bring additional civil actions. We are currently unable to anticipate when the litigation will conclude, or what impact the litigation may have on us.

In July 2009, a former shareholder of Carlyle Capital Corporation Limited ("CCC"), claiming to have lost $20.0 million, filed a claim against CCC, Carlyle and certain of our affiliates and one of our officers (*Huffington v. TC Group L.L.C. et al.*) alleging violations of Massachusetts "blue sky" law provisions and related claims involving material misrepresentations and omissions allegedly made during and after the marketing of CCC. The plaintiff seeks treble damages, interest, expenses and attorney's fees and to have the subscription agreement deemed null and void and a full refund of the investment. In March 2010, the United States District Court for the District of Massachusetts dismissed the plaintiff's complaint on the grounds that it should have been filed in Delaware instead of Massachusetts, and the plaintiff subsequently filed a notice of appeal to the United States Court of Appeals for the First Circuit. The plaintiff has lost his appeal to the First Circuit and has filed a new claim in Delaware state court. Defendants are awaiting a ruling on a motion for summary judgment. The defendants are vigorously contesting all claims asserted by the plaintiff. In November 2009,

another CCC investor instituted legal proceedings on similar grounds in Kuwait's Court of First Instance (*National Industries Group v. Carlyle Group*) seeking to recover losses incurred in connection with an investment in CCC. In July 2011, the Delaware Court of Chancery issued a decision restraining the plaintiff from proceeding in Kuwait against either Carlyle Investment Management L.L.C. or TC Group, L.L.C., based on the forum selection clause in the plaintiff's subscription agreement, which provided for exclusive jurisdiction in Delaware courts. In September 2011, the plaintiff reissued its complaint in Kuwait naming CCC only, but, in December 2011, expressed an intent to reissue its complaint joining Carlyle Investment Management L.L.C. as a defendant. We believe these claims are without merit and intend to vigorously contest all such allegations.

The Guernsey liquidators who took control of CCC in March 2008 filed four suits in July 2010 against Carlyle, certain of its affiliates and the former directors of CCC in the Delaware Chancery Court, the Royal Court of Guernsey, the Superior Court of the District of Columbia and the Supreme Court of New York, New York County, (*Carlyle Capital Corporation Limited v. Conway et al.*) seeking $1.0 billion in damages. They allege that Carlyle and the CCC board of directors were negligent, grossly negligent or willfully mismanaged the CCC investment program and breached certain fiduciary duties allegedly owed to CCC and its shareholders. The Liquidators further allege (among other things) that the directors and Carlyle put the interests of Carlyle ahead of the interests of CCC and its shareholders and gave priority to preserving and enhancing Carlyle's reputation and its "brand" over the best interests of CCC. The defendants filed a comprehensive motion to dismiss in Delaware in October 2010. In December 2010, the Liquidators dismissed the complaint in Delaware voluntarily and without prejudice and expressed an intent to proceed against the defendants in Guernsey. Carlyle filed an action in Delaware seeking an injunction against the Liquidators to preclude them from proceeding in Guernsey in violation of a Delaware exclusive jurisdiction clause contained in the investment management agreement. In July 2011, the Royal Court of Guernsey held that the case should be litigated in Delaware pursuant to the exclusive jurisdiction clause. That ruling recently was reversed by the Court of Appeals and the parties are awaiting written reasons explaining the basis for the decision. In October 2011, the plaintiffs obtained an *ex parte* anti-anti-suit injunction in Guernsey against Carlyle's anti-suit claim in Delaware. That ruling also is on appeal in Guernsey. The Liquidators' lawsuits in New York and the District of Columbia were dismissed in December 2011 without prejudice. We believe that regardless of where the claims are litigated they are without merit and we will vigorously contest all allegations. We recognized a loss of $152.3 million in 2008 in connection with the winding up of CCC.

In June 2011, August 2011, and September 2011, three putative shareholder class actions were filed against Carlyle, certain of our affiliates and former directors of CCC alleging that the fund offering materials and various public disclosures were materially misleading or omitted material information. Two of the shareholder class actions, (*Phelps* v. *Stomber, et al.*) and (*Glaubach* v. *Carlyle Capital Corporation Limited, et al.*), were filed in the United States District Court for the District of Columbia. The most recent shareholder class action (*Phelps* v. *Stomber, et al.*) was filed in the Supreme Court of New York, New York County and has subsequently been removed to the United States District Court for the Southern District of New York. The two original D.C. cases were consolidated into one case, under the caption of *Phelps v. Stomber,* and the Phelps named plaintiffs have been designated "lead plaintiffs" by the Court. The New York case has been transferred to the D.C. federal court and the plaintiffs have requested that it be consolidated with the other two D.C. actions. The defendants have opposed and have moved to dismiss the case as duplicative. The plaintiffs in all three cases seek all compensatory damages sustained as a result of the alleged misrepresentations, costs and expenses, as well as reasonable attorney fees. The defendants have filed a comprehensive motion to dismiss. We believe the claims are without merit and will vigorously contest all claims.

In October 2009, a Luxembourg subsidiary of a Luxembourg holding company owned by Carlyle Europe Real Estate Partners, L.P. (CEREP I) completed the disposition of certain real estate assets located in Paris, France. CEREP I is a real estate fund not consolidated by us. The relevant French tax authorities have asserted that such second-tier subsidiary had a permanent establishment in France, and have proposed to increase the subsidiary's French tax liability by €84.6 million, consisting of taxes, interest and penalties. CEREP I and its subsidiaries intend to contest vigorously the proposed French

tax increase. At this time, we are unable to form a judgment as to whether an ultimate outcome unfavorable to the Luxembourg subsidiary in this matter is either "probable" or "remote."

Critical Accounting Policies

Principles of Consolidation. Our policy is to consolidate those entities in which we have control over significant operating, financing or investing decisions of the entity. All significant inter-entity transactions and balances have been eliminated.

For entities that are determined to be variable interest entities ("VIEs"), we consolidate those entities where we are deemed to be the primary beneficiary. Where VIEs have not qualified for the deferral of the revised consolidation guidance as described in Note 2 to our consolidated financial statements, an enterprise is determined to be the primary beneficiary if it holds a controlling financial interest. A controlling financial interest is defined as (a) the power to direct the activities of a variable interest entity that most significantly impact's the entity's economic financial performance, and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. The revised consolidation guidance requires analysis to (a) determine whether an entity in which Carlyle holds a variable interest is a VIE, and (b) whether Carlyle's involvement, through holding interests directly or indirectly in the entity or contractually through other variable interests (e.g., management and performance related fees), would give it a controlling financial interest. Performance of that analysis requires judgment. Our involvement with entities that have been subject to the revised consolidation guidance has generally been limited to our CLOs and the recent acquisitions of Claren Road in December 2010 and AlpInvest and ESG in July 2011.

Where VIEs have qualified for the deferral of the revised consolidation guidance, the analysis is based on previously existing consolidation guidance pursuant to U.S. GAAP. Generally, with the exception of the CLOs, our funds qualify for the deferral of the revised consolidation rules under which the primary beneficiary is the entity that absorbs a majority of the expected losses of the VIE or a majority of the expected residual returns of the VIE, or both. We determine whether we are the primary beneficiary at the time we first become involved with a VIE and subsequently reconsider that we are the primary beneficiary based on certain events. The evaluation of whether a fund is a VIE is subject to the requirements of ASC 810-10, originally issued as FASB Interpretation No. 46(R), and the determination of whether we should consolidate such VIE requires judgment. These judgments include whether the equity investment at risk is sufficient to permit the entity to finance its activities without additional subordinated financial support; evaluating whether the equity holders, as a group, can make decisions that have a significant effect on the success of the entity; determining whether two or more parties' equity interests should be aggregated; determining whether the equity investors have proportionate voting rights to their obligations to absorb losses or rights to receive returns from an entity; evaluating the nature of relationships and activities of the parties involved in determining which party within a related-party group is most closely associated with a VIE; and estimating cash flows in evaluating which member within the equity group absorbs a majority of the expected losses and hence would be deemed the primary beneficiary.

For all Carlyle funds and co-investment entities (collectively the "funds") that are not determined to be VIEs, we consolidate those funds where, as the sole general partner, we have not overcome the presumption of control pursuant to U.S. GAAP.

Consolidation and Deconsolidation of Carlyle Funds and Certain Co-investment Entities. Most Carlyle funds provide a dissolution right upon a simple majority vote of the non-Carlyle affiliated limited partners such that the presumption of control by us is overcome. Accordingly, these funds are not consolidated in our combined and consolidated financial statements. Certain Carlyle-sponsored funds near the end of their partnership term do not provide the same dissolution right. These funds consist mainly of one of our U.S. buyout funds (CP II), two of our U.S. real estate funds (CRP I and CRP II), and their related entities, and these are consolidated in our combined and consolidated financial statements. The assets of the Consolidated Funds are classified principally within investments of Consolidated Funds. The assets and liabilities of the Consolidated Funds are generally within separate legal entities. Therefore, the liabilities of the Consolidated Funds are non-recourse to us and our general creditors.

Performance Fees. Performance fees consist principally of the preferential allocation of profits to which we are entitled from certain of our funds (commonly known as carried interest). We are generally entitled to a 20% allocation (or 1.8% to 10% in the case of most of our fund of funds vehicles) of income as a carried interest after returning the invested capital, the allocation of preferred returns and return of certain fund costs (subject to catch-up provisions). Carried interest is recognized upon appreciation of the funds' investment values above certain return hurdles set forth in each respective partnership agreement. We recognize revenues attributable to performance fees based on the amount that would be due pursuant to the fund partnership agreement at each period end as if the funds were terminated at that date. Accordingly, the amount recognized as performance fees reflects our share of the fair value gains and losses of the associated funds' underlying investments.

We may be required to return realized carried interests in the future if the funds' investment values decline below certain levels. When the fair value of a fund's investments fall below certain return hurdles, previously recognized performance fees are reduced, as occurred for certain funds in 2009 and 2008. In all cases, each fund is considered separately in that regard and for a given fund, performance fees can never be negative over the life of a fund. If upon a hypothetical liquidation of a fund's investments at the current fair values, previously recognized and distributed carried interest would be required to be returned, a liability is established for the potential giveback obligation. Senior Carlyle professionals and employees who have received distributions of carried interest which are ultimately returned are contractually obligated to reimburse us for the amount returned. We record a receivable from current and former employees and our current and former senior Carlyle professionals for their individual portion of any giveback obligation that we establish. These receivables are included in due from affiliates and other receivables, net in our combined and consolidated balance sheets.

The timing of receipt of carried interest in respect of investments of our carry funds is dictated by the terms of the partnership agreements that govern such funds, which generally allow for carried interest distributions in respect of an investment upon a realization event after satisfaction of obligations relating to the return of capital, any realized losses, applicable fees and expenses and the applicable annual preferred limited partner return. Distributions to eligible senior Carlyle professionals in respect of such carried interest are generally made shortly thereafter. The giveback obligation, if any, in respect of previously realized carried interest is generally determined and due upon the winding up or liquidation of a carry fund pursuant to the terms of the fund's partnership agreement.

In addition to our performance fees from our private equity funds, we are also entitled to receive performance fees from certain of our other global credit alternatives funds when the return on AUM exceeds certain benchmark returns or other performance targets. In such arrangements, performance fees are recognized when the performance benchmark has been achieved and are included in performance fees in the accompanying combined and consolidated statements of operations.

Performance Fees due to Employees and Advisors. We have allocated a portion of the performance fees due to us to our employees and advisors. These amounts are accounted for as compensation expense in conjunction with the related performance fee revenue and, until paid, recognized as a component of the accrued compensation and benefits liability. Upon any reversal of performance fee revenue, as occurred during the year ended December 31, 2008, the related compensation expense is also reversed.

Income Taxes. No provision has been made for U.S. federal income taxes in our combined and consolidated financial statements since we are a group of pass-through entities for U.S. income tax purposes and our profits and losses are allocated to the senior Carlyle professionals who are individually responsible for reporting such amounts. Based on applicable foreign, state and local tax laws, we record a provision for income taxes for certain entities. We record a provision for state and local income taxes for certain entities based on applicable laws. Tax positions taken by us are subject to periodic audit by U.S. federal, state, local and foreign taxing authorities.

Upon completion of our Reorganization and related offering, certain of the wholly owned subsidiaries of Carlyle and the Carlyle Holdings partnerships will be subject to federal, state and local corporate income taxes at the entity level and the related tax provision attributable to Carlyle's

share of this income will be reflected in the consolidated financial statements. The Reorganization and offering may result in Carlyle recording a significant deferred tax asset based on then enacted tax rates, which will result in future tax deductions. Over time, a substantial portion of this asset will be offset by a liability associated with the tax receivable agreement with our senior Carlyle professionals. The realization of our deferred tax assets will be dependent on the amount of our future taxable income before deductions related to the establishment of the deferred tax asset.

We use the liability method of accounting for deferred income taxes pursuant to U.S. GAAP. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the carrying value of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using the statutory tax rates expected to be applied in the periods in which those temporary differences are settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period of the change. A valuation allowance is recorded on our net deferred tax assets when it is more likely than not that such assets will not be realized.

Under U.S. GAAP for income taxes, the amount of tax benefit to be recognized is the amount of benefit that is "more likely than not" to be sustained upon examination. When appropriate, we record a liability for uncertain tax positions, which is included in accounts payable, accrued expenses and other liabilities in our combined and consolidated balance sheets. These balances include interest and penalties associated with uncertain tax positions. We recognize interest accrued and penalties related to unrecognized tax positions in the provision for income taxes. If recognized, the entire amount of unrecognized tax positions would be recorded as a reduction in the provision for income taxes.

Fair Value Measurement. U.S. GAAP establishes a hierarchal disclosure framework which ranks the "observability" of inputs used in measuring financial instruments at fair value. The observability of inputs is impacted by a number of factors, including the type of financial instruments and their specific characteristics. Financial instruments with readily available quoted prices, or for which fair value can be measured from quoted prices in active markets, generally will have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value.

The three-level hierarchy for fair value measurement is defined as follows:

Level I — inputs to the valuation methodology are quoted prices available in active markets for identical instruments as of the reporting date. The type of financial instruments included in Level I include unrestricted securities, including equities and derivatives, listed in active markets. We do not adjust the quoted price for these instruments, even in situations where we hold a large position and a sale could reasonably impact the quoted price.

Level II — inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date. The type of financial instruments in this category includes less liquid and restricted securities listed in active markets, securities traded in other than active markets, government and agency securities, and certain over-the-counter derivatives where the fair value is based on observable inputs. Investments in hedge funds are classified in this category when their net asset value is redeemable without significant restriction.

Level III — inputs to the valuation methodology are unobservable and significant to overall fair value measurement. The inputs into the determination of fair value require significant management judgment or estimation. Financial instruments that are included in this category include investments in privately-held entities, non-investment grade residual interests in securitizations, collateralized loan obligations, and certain over-the-counter derivatives where the fair value is based on unobservable inputs. Investments in fund of funds are generally included in this category.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, a financial instrument's level within the fair value hierarchy is based

on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to any of our fair value measurements requires judgment and considers factors specific to each relevant investment, non-investment grade residual interests in securitizations, collateralized loan obligations, and certain over-the-counter derivatives where the fair value is based on unobservable inputs.

The table below summarizes the valuation of investments and other financial instruments included within our AUM, by segment and fair value hierarchy levels, as of September 30, 2011:

	As of September 30, 2011				
	Corporate Private Equity	Real Assets	Global Market Strategies(1)	Fund of Funds Solutions	Total
	(Dollars, in millions)				
Level I	$ 10,514	$ 3,178	$ (1,899)	$ 803	$ 12,596
Level II	1,726	443	850	—	3,019
Level III	22,918	18,460	13,684	27,022	82,084
Total Fair Value	$ 35,158	$ 22,081	$ 12,635	$ 27,825	$ 97,699
Other Net Asset Value	1,296	(842)	9,018	—	9,472
Total AUM, Excluding Available Capital Commitments	36,454	21,239	21,653	27,825	107,171
Available Capital Commitments	14,590	9,134	1,396	16,369	41,489
Total AUM	**$ 51,044**	**$ 30,373**	**$ 23,049**	**$ 44,194**	**$ 148,660**

(1) Negative Fair Value amounts relate to shorts and derivative instruments in our hedge funds. Corresponding cash collateral amounts have been included in Other Net Asset Value.

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

Corporate Private Equity Investments — The fair values of corporate private equity investments are determined by reference to projected net earnings, earnings before interest, taxes, depreciation and amortization ("EBITDA"), the discounted cash flow method, public market or private transactions, valuations for comparable companies and other measures which, in many cases, are unaudited at the time received. Valuations may be derived by reference to observable valuation measures for comparable companies or transactions (e.g., multiplying a key performance metric of the investee company such as EBITDA by a relevant valuation multiple observed in the range of comparable companies or transactions), adjusted by us for differences between the investment and the referenced comparables, and in some instances by reference to option pricing models or other similar models. Certain fund investments in our real assets, global market strategies and fund of funds solutions segments are comparable to corporate private equity and are valued in accordance with these policies.

Real Estate Investments — The fair values of real estate investments are determined by considering projected operating cash flows, sales of comparable assets, if any, and replacement costs, among other measures. The methods used to estimate the fair value of real estate investments include the discounted cash flow method and/or capitalization rates ("cap rates") analysis. Valuations may be derived by reference to observable valuation measures for comparable assets (e.g., multiplying a key performance metric of the investee asset, such as net operating income, by a relevant cap rate observed in the range of comparable transactions), adjusted by us for differences

between the investment and the referenced comparables, and in some instances by reference to pricing models or other similar methods. Additionally, where applicable, projected distributable cash flow through debt maturity will also be considered in support of the investment's carrying value.

Credit-Oriented Investments — The fair values of credit-oriented investments are generally determined on the basis of prices between market participants provided by reputable dealers or pricing services. Specifically, for investments in distressed debt and corporate loans and bonds, the fair values are generally determined by valuations of comparable investments. In some instances, we may utilize other valuation techniques, including the discounted cash flow method.

CLO Investments and CLO Loans Payable — We have elected the fair value option to measure the loans payable of the CLOs at fair value subsequent to the date of initial adoption of the new consolidation rules, as we have determined that measurement of the loans payable and preferred shares issued by the CLOs at fair value better correlates with the value of the assets held by the CLOs, which are held to provide the cash flows for the note obligations. The investments of the CLOs are also carried at fair value.

The fair values of the CLO loan and bond assets were primarily based on quotations from reputable dealers or relevant pricing services. In situations where valuation quotations are unavailable, the assets are valued based on similar securities, market index changes, and other factors. We corroborate quotations from pricing services either with other available pricing data or with our own models.

The fair values of the CLO loans payable and the CLO structured asset positions were determined based on both discounted cash flow analyses and third-party quotes. Those analyses considered the position size, liquidity and current financial condition of the CLOs, the third-party financing environment, reinvestment rates, recovery lags, discount rates, and default forecasts and is compared to broker quotations from market makers and third party dealers.

Generally, the bonds and loans in the CLOs are not actively traded and are classified as Level III.

Net income from our consolidated CLOs resulting from underlying investment performance is substantially attributable to the investors in the CLOs and accordingly is reflected in non-controlling interests. A 10% change in value of the CLO investments (approximately $11.0 billion as of December 31, 2010) coupled with a correlated 10% change in value of the loans payable of the CLOs (approximately $10.4 billion as of December 31, 2010) will result in no material net income or loss to the non-controlling interests. However, if the investments in the CLOs change in value in an uncorrelated manner with the CLO liabilities, then the impact on net income attributable to non-controlling interests could be significant. Regardless, the impact on net income attributable to Carlyle Group is not significant.

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

Investments include our ownership interests in the funds and the investments held by the Consolidated Funds. The valuation procedures utilized for investments of the funds vary depending on the nature of the investment. The fair value of investments in publicly traded securities is based on the closing price of the security with adjustments to reflect appropriate discounts if the securities are subject to restrictions. Upon the sale of a security, the realized net gain or loss is computed on a weighted average cost basis.

The valuation methodologies described above can involve subjective judgments, and the fair value of assets established pursuant to such methodologies may be incorrect, which could result in the misstatement of fund performance and accrued performance fees. Because there is significant uncertainty in the valuation of, or in the stability of the value of, illiquid investments, the fair values of such investments as reflected in an investment fund's net asset value do not necessarily reflect the prices that would be obtained by us on behalf of the investment fund when such investments are realized. Realizations at values significantly lower than the values at which investments have been reflected in prior fund net asset values would result in reduced earnings or losses for the applicable fund, the loss of potential carried interest and incentive fees and in the case of our hedge funds, management fees. Changes in values attributed to investments from quarter to quarter may result in volatility in the net asset values and results of operations that we report from period to period. Also, a situation where asset values turn out to be materially different than values reflected in prior fund net asset values could cause investors to lose confidence in us, which could in turn result in difficulty in raising additional funds. See "Risk Factors — Risks Related to Our Company — Valuation methodologies for certain assets in our funds can involve subjective judgments, and the fair value of assets established pursuant to such methodologies may be incorrect, which could result in the misstatement of fund performance and accrued performance fees."

Compensation and Distributions Payable to Carlyle Partners. Compensation attributable to our senior Carlyle professionals has historically been accounted for as distributions from equity rather than as employee compensation. We have historically recognized a distribution from capital and distribution payable to our individual senior Carlyle professionals when services are rendered and carried interest allocations are earned. Any unpaid distributions, which reflect our obligation to those senior Carlyle professionals, are presented as due to senior Carlyle professionals in our combined and consolidated balance sheets. Upon completion of our Reorganization and related offering, we will account for compensation attributable to our senior Carlyle professionals as expense in our statement of operations. Accordingly, this will have the effect of increasing compensation expense relative to what has historically been recorded in our financial statements.

Equity-based Compensation. Upon completion of our Reorganization and related offering, we will implement equity based compensation arrangements that will require senior Carlyle professionals to vest ownership of their equity interests over future service periods. This will result in compensation charges over future periods under U.S. GAAP. In determining the aggregate fair value of any award grants, we will need to make judgments, among others, as to the: (i) grant date, (ii) estimated forfeiture rates and (iii) in the case of any option awards, assumptions with respect to volatility. Each of these elements, particularly the forfeiture and volatility assumptions used in valuing our equity awards, are subject to significant judgment and variability and the impact of changes in such elements on equity-based compensation expense could be material.

Intangible Assets and Goodwill. Our intangible assets consist of acquired contractual rights to earn future fee income, including management and advisory fees, and acquired trademarks. Finite-lived intangible assets are amortized over their estimated useful lives and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

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

Recent and Pending Accounting Pronouncements

Effective January 1, 2010, the Financial Accounting Standards Board ("FASB") amended its consolidation guidance, changing the approaches taken by companies in identifying which entities are VIEs and in determining which party is the primary beneficiary. The amended guidance also

requires continuous assessment of the reporting entity's involvement with such VIEs and enhances the disclosure requirements for a reporting entity's involvement with VIEs. The guidance provides a limited scope deferral for a reporting entity's interest in an entity that meets all of the following conditions: (a) the entity has all the attributes of an investment company as defined under AICPA Audit and Accounting Guide, Investment Companies, or does not have all the attributes of an investment company but is an entity for which it is acceptable based on industry practice to apply measurement principles that are consistent with the AICPA Audit and Accounting Guide, Investment Companies, (b) the reporting entity does not have explicit or implicit obligations to fund any losses of the entity that could potentially be significant to the entity and (c) the entity is not a securitization entity, asset-backed financing entity or an entity that was formerly considered a qualifying special-purpose entity. The reporting entity is required to perform a consolidation analysis for entities that qualify for the deferral in accordance with previously issued guidance on variable interest entities. Our involvement with its funds is such that all three of the above conditions are met with the exception of certain CLOs which fail condition (c) above. The incremental impact of the revised consolidation rules resulted in the consolidation of certain CLOs managed by us. The CLOs manage approximately $11.9 billion of total assets as of December 31, 2010. The incremental impact of the revised consolidation guidance resulted in the consolidation of CLOs managed by us on January 1, 2010 which increased total assets and total liabilities in the combined and consolidated balance sheets by $9.1 billion and $8.4 billion, respectively. The difference in fair value of assets and liabilities on January 1, 2010 of $0.7 billion was recorded in equity appropriated for Consolidated Funds. In accordance with the standard, prior periods have not been restated to reflect the consolidation of these CLOs.

In January 2010, the FASB issued guidance on improving disclosures about fair value measurements. The guidance requires additional disclosure on transfers in and out of Levels I and II fair value measurements in the fair value hierarchy and the reasons for such transfers. In addition, for fair value measurements using significant unobservable inputs (Level III), the reconciliation of beginning and ending balances shall be presented on a gross basis, with separate disclosure of gross purchases, sales, issuances and settlements and transfers in and transfers out of Level III. The new guidance also requires enhanced disclosures on the fair value hierarchy to disaggregate disclosures by each class of assets and liabilities. In addition, an entity is required to provide further disclosures on valuation techniques and inputs used to measure fair value for fair value measurements that fall in either Level II or Level III. As the guidance is limited to enhanced disclosures, adoption did not have a material impact on our condensed combined and consolidated financial statements.

In May 2011, the FASB amended its guidance for fair value measurements and disclosures to converge U.S. GAAP and International Financial Reporting Standards ("IFRS"). The amended guidance, included in ASU 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP," is effective for us for our annual reporting period beginning after December 15, 2011. The amended guidance is generally clarifying in nature, but does change certain existing measurement principles in ASC 820 and requires additional disclosure about fair value measurements and unobservable inputs. We have not completed our assessment of the impact of this amended guidance, but do not expect the adoption to have a material impact on our consolidated financial statements.

In June 2011, the FASB amended its guidance on the presentation of comprehensive income. This guidance eliminates the option to report other comprehensive income and its components in the consolidated statement of changes in equity. An entity may elect to present items of net income and other comprehensive income in one continuous statement, referred to as the statement of comprehensive income, or in two separate, but consecutive, statements. Each component of net income and of other comprehensive income needs to be displayed under either alternative. This guidance is effective for interim and annual periods beginning after December 15, 2011. We adopted this guidance as of January 1, 2012, and the adoption did not have a material impact on our combined and consolidated financial statements.

In September 2011, the FASB amended its guidance for testing goodwill for impairment by allowing an entity to use a qualitative approach to test goodwill for impairment. The amended guidance, included in ASU 2011-08, *"Testing Goodwill for Impairment"* is effective for our annual reporting period beginning after December 15, 2011. The amended guidance is intended to reduce complexity and costs by allowing an entity the option to make a qualitative evaluation about the likelihood of goodwill impairment to determine whether it should calculate the fair value of a reporting unit. We have not completed our assessment of the impact of this amended guidance, but do not expect the adoption to have a material impact on our combined and consolidated financial statements.

Quantitative and Qualitative Disclosures about Market Risk

Our primary exposure to market risk is related to our role as general partner or investment advisor to our investment funds and the sensitivities to movements in the fair value of their investments, including the effect on management fees, performance fees and investment income.

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

Effect on Fund Management Fees

Management fees will only be directly affected by short-term changes in market conditions to the extent they are based on NAV or represent permanent impairments of value. These management fees will be increased (or reduced) in direct proportion to the effect of changes in the market value of our investments in the related funds. The proportion of our management fees that are based on NAV is dependent on the number and types of investment funds in existence and the current stage of each fund's life cycle. For the year ended December 31, 2010 less than 1% of our fund management fees were based on the NAV of the applicable funds.

Effect on Performance Fees

Performance fees reflect revenue primarily from carried interest on our carry funds and incentive fees from our hedge funds. In our discussion of "Key Financial Measures" and "Critical Accounting Policies", we disclose that performance fees are recognized upon appreciation of the valuation of our funds' investments above certain return hurdles and are based upon the amount that would be due to Carlyle at each reporting date as if the funds were liquidated at their then-current fair values. Changes in the fair value of the funds' investments may materially impact performance fees depending upon the respective funds performance to date as compared to its hurdle rate and the related carry waterfall. The following table summarizes the incremental impact,

including our Consolidated Funds, of a 10% change in total remaining fair value by segment as of September 30, 2011 on our performance fee revenue:

	10% Increase in Total Remaining Fair Value	10% Decrease in Total Remaining Fair Value
	(Dollars in Millions)	
Corporate Private Equity	$ 478.3	$ (631.6)
Real Assets	81.4	(64.1)
Global Market Strategies	167.7	(192.3)
Fund of Funds Solutions	96.3	(55.9)
Total	$ 823.7	$ (943.9)

The following table summarizes the incremental impact of a 10% change in Level III remaining fair value by segment as of September 30, 2011 on our performance fee revenue:

	10% Increase in Level III Remaining Fair Value	10% Decrease in Level III Remaining Fair Value
	(Dollars in Millions)	
Corporate Private Equity	$ 286.4	$ (465.6)
Real Assets	64.0	(51.6)
Global Market Strategies	22.1	(42.3)
Fund of Funds Solutions	95.9	(55.7)
Total	$ 468.4	$ (615.2)

The effect of the variability in performance fee revenue would be in part offset by performance fee related compensation. See also related disclosure in “Segment Analysis.”

Effect on Assets Under Management

With the exception of our hedge funds, our fee-earning assets under management are generally not affected by changes in valuation. However, total assets under management is impacted by valuation changes to net asset value. The table below shows the net asset value included in total assets under management by segment (excluding available capital), and the percentage amount classified as Level III investments as defined within the fair value standards of GAAP:

	Total Assets Under Management, Excluding Available Capital Commitments	Percentage Amount Classified as Level III Investments
	(Dollars in millions)	
Corporate Private Equity	$ 36,454	63%
Real Assets	$ 21,239	87%
Global Market Strategies	$ 21,653	63%
Fund of Funds Solutions	$ 27,825	97%

Exchange Rate Risk

Our investment funds hold investments that are denominated in non-U.S. dollar currencies that may be affected by movements in the rate of exchange between the U.S. dollar and non-U.S. dollar currencies. Non-U.S. dollar denominated assets and liabilities are translated at year-end rates of exchange, and the combined and consolidated statements of operations accounts are translated at rates of exchange in effect throughout the year. Additionally, a portion of our management fees are denominated in non-U.S. dollar currencies. We estimate that as of September 30, 2011, if the U.S. dollar strengthened 10% against all foreign currencies, the impact on our consolidated results of operations for the nine months then ended would be as follows: (a) fund management fees would decrease by $19.5 million, (b) performance fees would decrease by $0.7 million and (c) investment income would decrease by $1.4 million.

Interest Rate Risk

We have obligations under our term loan facility that accrue interest at variable rates. Interest rate changes may therefore affect the amount of interest payments, future earnings and cash flows.

We are subject to interest rate risk associated with our variable rate debt financing. To manage this risk, we entered into an interest rate swap in March 2008 to fix the interest rate on approximately 33% of the $725.0 million in term loan borrowings at 5.069%. The interest rate swap had an initial notional balance of $239.2 million, a current balance of $167.5 million as of September 30, 2011 and amortizes through August 20, 2013 (the swap's maturity date) as the related term loan borrowings are repaid. This instrument was designated as a cash flow hedge and remains in place after the amendment of the senior secured credit facility. The interest rate swap continues to be designated as a cash flow hedge.

In December 2011, we entered into a second interest rate swap with an initial notional balance of $350.5 million to fix the interest rate at 2.832% on the remaining term loan borrowings not hedged by the March 2008 interest rate swap. This interest rate swap matures on September 30, 2016, which coincides with the maturity of the term loan. This instrument has been designated as a cash flow hedge.

Based on our debt obligations payable and our interest rate swap as of September 30, 2011, we estimate that interest expense relating to variable rates would increase by $3.7 million on an annual basis, in the event interest rates were to increase by one percentage point.

Credit Risk

Certain of our investment funds hold derivative instruments that contain an element of risk in the event that the counterparties are unable to meet the terms of such agreements. We minimize our risk exposure by limiting the counterparties with which we enter into contracts to banks and investment banks who meet established credit and capital guidelines. We do not expect any counterparty to default on its obligations and therefore do not expect to incur any loss due to counterparty default.

UNAUDITED PRO FORMA FINANCIAL INFORMATION

The unaudited pro forma financial information contained in this prospectus is subject to completion due to the fact that information related to our Reorganization and this offering is not currently determinable. We intend to complete this pro forma financial information, including amounts related to the pro forma adjustments set forth in the accompanying unaudited condensed combined and consolidated pro forma statements of operations and unaudited condensed combined and consolidated pro forma balance sheet, at such time that we update this prospectus and such information is available.

The following unaudited condensed combined and consolidated pro forma statements of operations for the nine months ended September 30, 2011 and the year ended December 31, 2010, and the unaudited condensed combined and consolidated pro forma balance sheet as of September 30, 2011 are based upon the historical financial statements included elsewhere in this prospectus and the historical financial statements of the Business Acquisitions (defined below). These pro forma financial statements present our consolidated results of operations and financial position giving pro forma effect to the Business Acquisitions, the Reorganization and Offering Transactions described under "Organizational Structure" and the other transactions described below as if such transactions had been completed as of January 1, 2010 with respect to the unaudited condensed combined and consolidated pro forma statements of operations for the year ended December 31, 2010 and for the nine months ended September 30, 2011, and as of September 30, 2011 with respect to the unaudited condensed combined and consolidated pro forma balance sheet. The pro forma adjustments are based on available information and upon assumptions that our management believes are reasonable in order to reflect, on a pro forma basis, the impact of these transactions on the historical combined and consolidated financial information of Carlyle Group. The adjustments are described in the notes to the unaudited condensed combined and consolidated pro forma statements of operations and the unaudited condensed combined and consolidated pro forma balance sheet.

Carlyle Group is considered our predecessor for accounting purposes, and its combined and consolidated financial statements will be our historical financial statements following the completion of the Reorganization and this offering. Because the existing owners of the Parent Entities control the entities that comprise Carlyle Group before and after the Reorganization, we will account for the transaction among these owners' interests in our business, as part of the Reorganization, as a transfer of interests under common control. Accordingly, we will carry forward unchanged the value of these owners' interests in the assets and liabilities recognized in Carlyle Group's combined and consolidated financial statements into our consolidated financial statements.

The pro forma adjustments in the *Business Acquisitions* column give effect to the following transactions:

- The acquisition by Carlyle Group in December 2010 of 55% of Claren Road, a long/short credit hedge fund manager.
- The acquisition by Carlyle Group in July 2011 of a 60% equity interest in AlpInvest, one of the world's largest investors in private equity which advises a global private equity and mezzanine fund of funds program and related co-investment and secondary activities.
- The acquisition by Carlyle Group in July 2011 of a 55% interest in ESG, an emerging markets equities and macroeconomic strategies investment manager.

Since the Claren Road acquisition was completed in 2010 and the acquisitions of AlpInvest and ESG were completed in July 2011, the impact of these transactions is fully reflected in the historical Carlyle Group combined and consolidated balance sheet as of September 30, 2011, and therefore no adjustments are necessary to the unaudited pro forma balance sheet as of September 30, 2011. Also,

the impact of the Claren Road acquisition is fully reflected in the historical Carlyle Group combined and consolidated statement of operations for the nine months ended September 30, 2011, and therefore no adjustment related to Claren Road is necessary to the unaudited pro forma statement of operations for the nine months ended September 30, 2011.

The acquisitions of Claren Road, AlpInvest, and ESG are collectively hereinafter referred to as the "Business Acquisitions." The pro forma adjustments for the Business Acquisitions are based on the historical financial statements of the Business Acquisitions presented under U.S. GAAP and include assumptions that we believe are reasonable. The pro forma adjustments do not reflect any operating efficiencies or cost savings that we may achieve, any additional expenses that may be incurred with respect to operating the combined company, or the costs of integration that the combined company may incur. The pro forma adjustments give effect to events that are (i) directly attributable to the Business Acquisitions, (ii) factually supportable, and (iii) with respect to the pro forma statements of operations, expected to have a continuing impact on the combined results of the companies.

The pro forma adjustments in the *Reorganization and Other Adjustments* column principally give effect to certain of the Reorganization and Offering Transactions described under "Organizational Structure," including:

- the restructuring of certain beneficial interests in investments in or alongside our funds that were funded by certain existing and former owners of the Parent Entities indirectly through the Parent Entities, such that the Parent Entities will (i) distribute a portion of these interests so that they are held directly by such persons and are no longer consolidated in our financial statements, and (ii) restructure the remainder of these interests so that they are reflected as non-controlling interests in our financial statements;
- the redemption in October 2011 using borrowings on the revolving credit facility of our existing senior secured credit facility of $250 million aggregate principal amount of the subordinated notes;
- the restructuring of certain carried interest rights allocated to retired senior Carlyle professionals so that such carried interest rights will be reflected as non-controlling interests in our financial statements. Our retired senior Carlyle professionals who have existing carried interests rights through their ownership in the Parent Entities will not participate in the transactions described in Reorganization and Offering Transactions under "Organizational Structure". The carried interest rights held by these individuals will be restructured such that they will exchange their existing carried interest rights (through their ownership interests in the Parent Entities) for an equivalent amount of carried interest rights in the general partners of our funds. The individuals maintain the same carried interest rights before and after this restructuring, and no consideration in any form is being provided to them.;
- the reallocation of carried interest to senior Carlyle professionals and other individuals who manage our carry funds, such that the allocation to these individuals will be approximately 45% of all carried interest on a blended average basis, with the exception of the Riverstone funds, where Carlyle will retain essentially all of the carry to which we are entitled under our arrangements for those funds;
- an adjustment to reflect compensation attributable to our senior Carlyle professionals as compensation expense rather than as distributions from equity, as well as an adjustment to reclassify the liability for amounts owed to our senior Carlyle professionals from due to Carlyle partners to accrued compensation and benefits; and
- a provision for corporate income taxes on the income of The Carlyle Group L.P.'s wholly-owned subsidiaries that will be taxable for U.S. income tax purposes, which we refer to as the "corporate taxpayers."

The pro forma adjustments in the *Offering Adjustments* column principally give effect to certain of the Reorganization and Offering Transactions described under "Organizational Structure," including:

- the effect of one or more cash distributions that our Parent Entities will make to their owners of previously undistributed earnings and accumulated cash totaling $;
- the issuance of additional equity interests in the Parent Entities to Mubadala upon the exchange of the subordinated notes, as determined based upon the initial public offering price of the common units in this offering, which will subsequently be contributed to Carlyle Holdings in exchange for Carlyle Holdings partnership units;
- an adjustment to reflect compensation expense related to the issuance and vesting of Carlyle Holdings partnership units as part of the Carlyle Holdings formation;
- an adjustment to reflect compensation expense related to the grant and vesting of the deferred restricted units of The Carlyle Group L.P. and the phantom deferred restricted units, which will be granted to our employees at the time of this offering;
- the issuance of common units in this offering at an assumed initial public offering price of $ per common unit, less estimated underwriting discounts and the payment of offering expenses by Carlyle Holdings;
- the purchase by The Carlyle Group L.P.'s wholly-owned subsidiaries of newly-issued Carlyle Holdings partnership units for cash with the proceeds from this offering; and
- the application by Carlyle Holdings of a portion of the proceeds from this offering to repay outstanding indebtedness, as described in "Use of Proceeds."

The pro forma adjustments in the *Adjustments for Non-Controlling Interests* column relate to an adjustment to non-controlling interests in consolidated entities representing the Carlyle Holdings partnership units held by our existing owners after this offering. Prior to the completion of this offering, our existing owners will contribute all of their interests in the Parent Entities to Carlyle Holdings in exchange for an equivalent fair value of Carlyle Holdings partnership units. The Carlyle Holdings partnership units held by the existing owners will be reflected as non-controlling interests in consolidated entities in the combined and consolidated financial statements of The Carlyle Group L.P.

As described in greater detail under "Certain Relationships and Related Person Transactions — Tax Receivable Agreement," we will enter into a tax receivable agreement with our existing owners that will provide for the payment by the corporate taxpayers to our existing owners of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that the corporate taxpayers realize as a result of the exchange by the limited partners of the Carlyle Holdings partnerships for The Carlyle Group, L.P. common units and the resulting increases in tax basis and of certain other tax benefits related to entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. No such exchanges or other tax benefits have been assumed in the unaudited pro forma financial information and therefore no pro forma adjustment related to the tax receivable agreement is necessary.

As a public company, we will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. We expect to incur significant additional annual expenses related to these steps and, among other things, additional directors and officers' liability insurance, director fees, reporting requirements of the SEC, transfer agent fees, hiring additional accounting, legal and administrative personnel, increased auditing and legal fees and similar expenses. We have not included any pro forma adjustments relating to these costs.

The unaudited condensed pro forma financial information should be read together with "Organizational Structure," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical financial statements and related notes included elsewhere in this prospectus.

The unaudited condensed combined and consolidated pro forma financial information is included for informational purposes only and does not purport to reflect the results of operations or financial position of Carlyle Group that would have occurred had the transactions described above occurred on the dates indicated or had we operated as a public entity during the periods presented or for any future period or date. The unaudited condensed combined and consolidated pro forma financial information should not be relied upon as being indicative of our future or actual results of operations or financial condition had the Business Acquisitions, Reorganization and Offering Transactions described under "Organizational Structure" and the other transactions described above occurred on the dates assumed. The unaudited condensed combined and consolidated pro forma financial information also does not project our results of operations or financial position for any future period or date.

Unaudited Condensed Combined and Consolidated Pro Forma Balance Sheet
As of September 30, 2011

	Carlyle Group Combined Historical	Reorganization and Other Adjustments(1)	Carlyle Holdings Pro Forma	Offering Adjustments(2)	Carlyle Holdings Pro Forma As Adjusted for the Offering	Adjustments for Non-Controlling Interests(3)	The Carlyle Group L.P. Consolidated Pro Forma
				(Dollars in millions)			
Assets							
Cash and cash equivalents	$ 712.6		$	(a)	$		$
Cash and cash equivalents held at Consolidated Funds	678.3						
Restricted cash	32.8						
Restricted cash and securities of Consolidated Funds	92.7						
Investments and accrued performance fees	2,589.9	$ (a)					
Investments of Consolidated Funds	20,148.0						
Due from affiliates and other receivables, net	263.1						
Due from affiliates and other receivables of Consolidated Funds, net	181.0						
Fixed assets, net	48.0						
Deposits and other	68.7						
Intangible assets, net	608.3						
Deferred tax assets	16.9			(b)			
Total assets	$ 25,440.3	$	$		$		$
Liabilities and equity							
Loans payable	$ 698.5	$ (a)	$	(c)			
		265.5(b)					
Subordinated loan payable to affiliate	520.0	(260.0)(b)		(d)			
Loans payable of Consolidated Funds	10,100.8	(a)					
Accounts payable, accrued expenses and other liabilities	203.4	(5.5)(b)					
		(d)					
Accrued compensation and benefits	544.4	1,109.7(c)					
Due to Carlyle partners	1,109.7	(1,109.7)(c)					
Due to affiliates	26.1						
Deferred revenue	213.2						
Deferred tax liabilities	57.5						
Other liabilities of Consolidated Funds	433.8						
Accrued giveback obligations	148.7						
Total liabilities	14,056.1						
Commitments and contingencies							
Redeemable non-controlling interests in consolidated entities	1,796.8						
Members' equity	772.6	(a)		(a)		(a)	
		(d)		(b)			
		(e)		(c)			
				(d)			
Accumulated other comprehensive loss	(31.7)						
Total members' equity	740.9						
Equity appropriated for Consolidated Funds	648.8	(a)					
Non-controlling interests in consolidated entities	8,197.7	(a)				(a)	
		(e)					
Total equity	9,587.4						
Total liabilities and equity	$ 25,440.3	$	$		$		$

Notes to Unaudited Condensed Combined and Consolidated Pro Forma Balance Sheet
as of September 30, 2011

1. Reorganization and Other Adjustments

(a) Reflects the restructuring of certain beneficial interests in investments in or alongside our funds that were funded by certain existing and formers owners of the Parent Entities indirectly through the Parent Entities. As part of the Reorganization, approximately $ million of these interests at September 30, 2011 will be distributed so that they are held directly by such persons and are no longer consolidated in our financial statements, and approximately $ million of these interests at September 30, 2011 will be restructured so that they will be reported as non-controlling interests in our financial statements.

Historically, these beneficial interests were funded through capital contributions to the Parent Entities, which were then invested into the respective fund. Accordingly, in the historical financial statements of Carlyle Group, these beneficial interests were included in the captions “investments and accrued performance fees” and “members’ equity” on the Carlyle Group balance sheet, and investment income/losses on such interests were included in “investment income (loss)” and “net income attributable to Carlyle Group” on the Carlyle Group statement of operations.

For the beneficial interests to be distributed that will be held directly by such persons, a pro forma adjustment has been recorded to decrease investments and members’ equity, as such interests will be distributed from the Parent Entities to the beneficial owners. Included in the distributed beneficial interests were $ million of interests in our CLOs that are included in our Consolidated Funds; in our historical combined and consolidated financial statements, these investments (in the form of debt securities issued by the CLO or equity interests in the CLO) had been eliminated against the related liability or equity recorded by the consolidated CLO. For these interests in consolidated CLOs, the pro forma adjustment results in increases to loans payable of Consolidated Funds and equity appropriated for Consolidated Funds (as the aforementioned elimination is no longer applicable after the debt securities or equity interests are held directly by the beneficial owner) and a decrease to members’ equity to reflect the distribution of the interest.

For the restructured beneficial interests that will be reflected as non-controlling interests totaling $ million at September 30, 2011, a pro forma adjustment has been recorded to decrease members’ equity and increase non-controlling interests in consolidated entities, as such interests have been distributed from the Parent Entities to a legal entity that is not consolidated by Carlyle Holdings. The underlying investment related to those interests continues to be held by a consolidated subsidiary of Carlyle Holdings and the beneficial interests are interests directly in the consolidated subsidiary.

The pro forma adjustments are based on the carrying amounts of these beneficial interests in the historical financial statements. The following table summarizes the pro forma impact for the restructured beneficial interests (amounts in millions):

	Investments	Loans payable	Loans payable of Consolidated Funds	Members' equity	Equity appropriated for Consolidated Funds	Non-controlling interests in consolidated entities
Distributed beneficial interests in Consolidated Funds	$	$	$	$	$	$
Other distributed beneficial interests						
Restructured beneficial interests						
Total	$	$	$	$	$	$

Subsequent to the completion of the Reorganization, we will account for the restructured beneficial interests as "investments and accrued performance fees" and "non-controlling interests in consolidated entities" and the distributed beneficial interests associated with consolidated CLOs as "loans payable of Consolidated Funds" and "equity appropriated for Consolidated Funds". There will be no ongoing accounting for the other distributed beneficial interests after the Reorganization is complete.

(b) Reflects the redemption in October 2011 of $250 million aggregate principal amount of the subordinated loan payable to affiliate for a redemption price of $260.0 million, plus accrued interest of approximately $5.5 million. The redemption was funded through borrowings on the revolving credit facility of Carlyle Group's existing senior secured credit facility.

(c) Reflects the reclassification of amounts owed to senior Carlyle professionals to accrued compensation and benefits. Prior to the Reorganization and this offering, the entities that comprise Carlyle Group have been partnerships or limited liability companies, and our senior Carlyle professionals were part of the ownership group of those entities. In the historical financial statements, the liability to senior Carlyle professionals for amounts owed to them (primarily compensation and performance fee related compensation) was reported separately from compensation amounts owed to other Carlyle employees. Subsequent to the Reorganization, the liability for compensation amounts owed to senior Carlyle professionals and other Carlyle employees will be aggregated on our balance sheet.

(d) Reflects the reallocation of carried interest to senior Carlyle professionals and other individuals who manage our carry funds, such that the allocation to these individuals will be approximately 45% of all carried interest on a blended average basis, with the exception of the Riverstone funds, where Carlyle will retain essentially all of the carry to which we are entitled under our arrangements for those funds. As part of the Reorganization, our senior Carlyle professionals and other individuals who manage our carry funds will contribute to Carlyle Holdings a portion of the equity interests they own in the general partners of our existing carry funds in exchange for an equivalent fair value of Carlyle Holdings partnership units.

Historically, these allocations of carried interest were accounted for as compensatory profit sharing arrangements. This adjustment reduces accrued compensation as of September 30, 2011 and increases members' equity, to reflect the elimination of the compensation liability through the issuance of Carlyle Holdings partnership units in the exchange. As of September 30, 2011, the compensation liability related to this exchange was $ million. The fair value of the Carlyle Holdings partnership units issued in this transaction will exceed the carrying value of the liability, resulting in a loss on the exchange. The fair value

of the Carlyle Holdings partnership units has not been determined at this time. However, the pro forma increase to members' equity (based on the fair value of Carlyle Holdings partnership units issued, when determined) less the decrease to members' equity for the loss on the exchange results in the net pro forma increase to members' equity of $ million. The amounts for this adjustment have been derived from our historical results.

Subsequent to the completion of the Reorganization and this offering, we will continue to account for the remaining equity interests that our senior Carlyle professionals and other individuals who manage our carry funds own in the general partners of our existing carry funds as compensatory profit sharing arrangements.

(e) Reflects the restructuring of ownership of certain carried interest rights allocated to retired senior Carlyle professionals so that such carried interest rights will be reflected as non-controlling interests. Our retired senior Carlyle professionals who have existing carried interests rights through their ownership in the Parent Entities will not participate in the transactions described in Reorganization and Offering Transactions under "Organizational Structure". The carried interest rights held by these individuals will be restructured such that they will exchange their existing carried interest rights (through their ownership interests in the Parent Entities) for an equivalent amount of carried interest rights directly in the consolidated general partners of our funds. The individuals maintain the same carried interest rights before and after this restructuring, and no consideration in any form is being provided to them. Historically, these interests were reflected within "members' equity" on the Carlyle Group balance sheet, as these interests existed through the individuals' ownership interests in the Parent Entities, and the income attributable to these carried interest rights was included in "net income attributable to Carlyle Group" on the Carlyle Group statement of operations because their interests were part of the controlling interest in Carlyle Group. The amounts for this adjustment have been derived from our historical results. At September 30, 2011, the carrying value of these restructured carried interest rights was approximately $ million. This adjustment has been recorded to reclassify this balance from members' equity to non-controlling interests in consolidated entities.

Subsequent to the completion of the Reorganization, we will account for the carried interest rights allocated to retired senior Carlyle professionals as non-controlling interests in consolidated entities.

2. Offering Adjustments

(a) Reflects net proceeds of $ million from this offering through the issuance of common units at an assumed initial public offering price of $ per common unit (the midpoint of the range indicated on the front cover of this prospectus), less estimated underwriting discounts of $ million, with a corresponding increase to members' equity. The net cash proceeds reflect a reduction of $ million for expenses of the offering that Carlyle Holdings will bear or reimburse to The Carlyle Group L.P. See note 3(a).

(b) Reflects an adjustment to record deferred tax assets for outside tax basis differences created as a result of Carlyle Holdings I GP Inc.'s investment in Carlyle Holdings I L.P. In connection with the offering, Carlyle Holdings I GP Inc. will use offering proceeds to purchase its interest in Carlyle Holdings I L.P. As a result of the dilution that will occur from the purchase of interests in Carlyle Holdings I L.P. at a valuation in excess of the proportion of the book value of net assets acquired, there will be a tax basis difference associated with the investment. This adjustment is recorded to recognize the deferred tax assets for the excess of Carlyle Holdings I GP Inc.'s tax basis over its GAAP basis related to its investment in Carlyle Holdings I L.P. to the extent that such differences are expected to reverse in the foreseeable future. We have not reduced the deferred tax asset with a

valuation allowance as we believe it is more likely than not that the deferred tax assets will be realized. The following table summarizes the pro forma adjustment as of September 30, 2011 (Dollars in millions):

Tax-basis of Carlyle Holdings I GP Inc.'s investment in Carlyle Holdings I L.P.	(1)	$
GAAP-basis of Carlyle Holdings I GP Inc.'s investment in Carlyle Holdings I L.P.	(2)	
Temporary differences	(3)	$
Assumed tax rate		%
Deferred tax asset		$

(1) Tax-basis of investment is assumed to equal the offering proceeds used by Carlyle Holdings I GP Inc. to purchase its interests in Carlyle Holdings I L.P.

(2) The GAAP-basis of Carlyle Holdings I GP Inc.'s investment in Carlyle Holdings I L.P. will be adjusted for the immediate dilution that occurs as a result of Carlyle Holdings I GP Inc.'s purchase of interests in Carlyle Holdings I L.P. at a valuation in excess of the proportion of the book value of net assets acquired.

(3) A deferred tax asset will only be provided for those temporary differences that are expected to reverse in the foreseeable future. For purposes of this pro forma adjustment, all temporary differences are assumed to reverse in the foreseeable future.

(c) Reflects the effect of one or more distributions to our existing owners of cash representing undistributed earnings and accumulated cash generated by the Parent Entities prior to the date of the offering in an aggregate amount of $ million.

(d) Reflects the issuance of $ of equity interests in the Parent Entities in exchange for the $250 million subordinated loan payable to affiliate (after giving effect to the October 2011 redemption of $250 million aggregate principal amount). The amount of additional equity interests in the Parent Entities which Mubadala will receive upon exchange of the notes will be determined based on the initial public offering price of the common units in this offering. More specifically, Mubadala will receive upon exchange of the notes that amount of additional equity interests in the Parent Entities that will, when such equity interests are contributed to Carlyle Holdings, entitle Mubadala to a number of Carlyle Holdings partnership units that is equal to the quotient of $250 million (plus any accrued and unpaid interest on the notes) divided by the product of .925 multiplied by the initial public offering price per common unit in this offering.

Based on an assumed initial offering price of $ per common unit (the midpoint of the range indicated on the front cover of this prospectus), the assumed equity interest in the Parent Entities issued in this transaction is $ million (calculated as $ million divided by .925). The equity interests in the Parent Entities issued in this exchange will subsequently be contributed to Carlyle Holdings in exchange for Carlyle Holdings partnership units. The difference between the value of the Carlyle Holdings partnership units issued of $ million and the carrying value of the subordinated loan payable to affiliate of $ million is reflected as a reduction of members' equity of $ million.

3. Adjustments for Non-Controlling Interests

(a) Our existing owners will contribute to Carlyle Holdings their interests in the Parent Entities and a portion of the equity interests they own in the general partners of our existing investment funds and other entities that have invested in or alongside our funds in exchange for partnership units in Carlyle Holdings. The exchange is structured as a fair value exchange where the existing owners will exchange their interests in the Parent Entities and general partners for an equivalent fair value of Carlyle Holdings partnership units. Each existing owner will receive a number of Carlyle Holdings partnership units that is based on his/her individual interest in the Parent Entities and general partners, but in each case the individual will receive an equal number of partnership units in each of the three Carlyle Holdings partnerships.

We will operate and control all of the business and affairs of Carlyle Holdings and will consolidate the financial results of Carlyle Holdings and its subsidiaries. The ownership interests of the existing owners in Carlyle Holdings will be reflected as a non-controlling interest in our financial statements. The following table summarizes the pro forma adjustment for non-controlling interests in consolidated entities as of September 30, 2011 (Dollars in millions):

Carlyle Group combined historical members' equity	(1)	$
Beneficial interests in Parent Entities purchased by Carlyle Holdings	(2)	
Restructuring of carried interest rights	(3)	
Distributions of undistributed earnings and accumulated cash	(4)	
Acquisition of Carlyle Holdings partnership units by The Carlyle Group L.P.	(5)	
Dilution of interests held by The Carlyle Group L.P.	(6)	
Reimbursement of offering expenses to The Carlyle Group L.P.	(7)	
		$

(1) At the time of the Reorganization, all the outstanding members' equity of the entities that comprise Carlyle Group will be exchanged for members' equity in Carlyle Holdings. This ownership interest will be classified as non-controlling interests in consolidated entities of The Carlyle Group L.P.

(2) The beneficial interests acquired by Carlyle Holdings that were funded through the Parent Entities reduce Carlyle Group's members' equity and accordingly, reduce the balance of non-controlling interests in consolidated entities. See note 1(a).

(3) The restructuring of ownership of certain carried interest rights reduces Carlyle Group's members' equity and accordingly, reduce the balance of non-controlling interests in consolidated entities. See note 1(e).

(4) See note 2(c).

(5) Reflects our use of $ of assumed net proceeds from the issuance of the common units in this offering to purchase newly issued Carlyle Holdings partnership units at fair value. Assuming the underwriters do not exercise their option to purchase additional common units from us, we will directly and indirectly own % of the outstanding Carlyle Holdings partnership units upon the completion of this offering and the balance of the outstanding Carlyle Holdings partnership units will be owned by the existing owners.

We account for this portion of the Reorganization as a change in a parent's ownership interest while retaining control; accordingly, we account for the cost of the interests purchased as a reduction of non-controlling interests in consolidated entities. The cost of interests purchased is $ million.

(6) Reflects an adjustment to record non-controlling interests in consolidated entities relating to the Carlyle Holdings partnership units to be held by our existing owners after this offering; such units represent % of all Carlyle Holdings partnership units outstanding after this offering. Because we will purchase the interests in Carlyle Holdings at a valuation in excess of the proportion of the book value of net assets acquired, we will incur an immediate dilution in carrying value of approximately $ million. This dilution is reflected within members' equity as a reallocation from members' equity to non-controlling interests in consolidated entities. See "Organizational Structure — Offering Transactions" and "Use of Proceeds."

In connection with the Reorganization, we will enter into an exchange agreement with the limited partners of the Carlyle Holdings partnerships. Under the exchange agreement, subject to the applicable vesting and minimum retained ownership requirements and transfer restrictions, each holder of Carlyle Holdings partnership units (and certain transferees thereof), other than the subsidiaries of The Carlyle Group L.P., may up to four times a year, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange these partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. Under the exchange agreement, to effect an exchange a holder of partnership units in Carlyle Holdings must simultaneously exchange one partnership unit in each of the Carlyle Holdings partnerships. No such exchanges have been assumed in the calculation of the pro forma adjustment for non-controlling interests.

(7) See note 2(a).

Unaudited Condensed Combined and Consolidated Pro Forma Statement of Operations
For the Nine Months Ended September 30, 2011

	Carlyle Group Combined Historical	Business Acquisitions(1)	Carlyle Group Including the Business Acquisitions	Reorganization and Other Adjustments(2)	Carlyle Holdings Pro Forma	Offering Adjustments(3)	Carlyle Holdings Pro Forma As Adjusted for the Offering	Adjustments for Non-Controlling Interests(4)	The Carlyle Group L.P. Consolidated Pro Forma
	(Dollars in millions, except per unit data)								
Revenues									
Fund management fees	$ 683.2	$ 46.7	$ 729.9		$		$		$
Performance fees									
Realized	870.1	18.2	888.3						
Unrealized	(133.6)	59.7	(73.9)						
Total performance fees	736.5	77.9	814.4						
Investment income									
Realized	50.3	—	50.3	(a)					
Unrealized	6.3	0.4	6.7	(a)					
Total investment income	56.6	0.4	57.0						
Interest and other income	15.6	2.3	17.9						
Interest and other income of Consolidated Funds	521.6	71.9	593.5						
Total revenues	2,013.5	199.2	2,212.7						
Expenses									
Compensation and benefits									
Base compensation	277.2	28.2	305.4	(b)		(a)			
Performance fee related									
Realized	136.2	7.9	144.1	(b)					
Unrealized	(81.7)	34.0	(47.7)	(b)					
Total compensation and benefits	331.7	70.1	401.8	(b)					
General, administrative and other expenses	163.1	14.9	178.0						
Depreciation and amortization	61.6	10.4	72.0						
Interest	48.5	3.4	51.9	(c)		(b)			
Interest and other expenses of Consolidated Funds	290.0	43.9	333.9						
Other non-operating expenses	30.0	—	30.0	(c)					
Total expenses	924.9	142.7	1,067.6						
Other income (loss)									
Net investment gains (losses) of Consolidated Funds	(618.2)	560.7	(57.5)	(a)					
Income before provision for income taxes	470.4	617.2	1,087.6						
Provision for income taxes	25.7	15.8	41.5	(d)					
Income from continuing operations before nonrecurring charges directly attributable to the transaction	444.7	601.4	1,046.1						
Net income (loss) attributable to non-controlling interests in consolidated entities	(473.4)	568.1	94.7	(a)				(a)	
				(b)					
				(e)					
Net income attributable to Carlyle Group	$ 918.1	$ 33.3	$ 951.4	(a)	$	(a)	$	(a)	$
				(b)		(b)			
				(c)					
				(d)					
				(e)					
Net income per common unit									
Basic									$ (5a)
Diluted									$ (5a)
Weighted average common units outstanding									
Basic									(5a)
Diluted									(5a)

Unaudited Condensed Combined and Consolidated Pro Forma Statement of Operations
For the Year Ended December 31, 2010

	Carlyle Group Combined Historical	Business Acquisitions(1)	Carlyle Group Including the Business Acquisitions	Reorganization and Other Adjustments(2)	Carlyle Holdings Pro Forma	Offering Adjustments(3)	Carlyle Holdings Pro Forma As Adjusted for the Offering	Adjustments for Non-Controlling Interests(4)	The Carlyle Group L.P. Consolidated Pro Forma
	(Dollars in millions, except per unit data)								
Revenues									
Fund management fees	$ 770.3	$ 145.8	$ 916.1		$		$		$
Performance fees									
Realized	266.4	71.6	338.0						
Unrealized	1,215.6	(0.3)	1,215.3						
Total performance fees	1,482.0	71.3	1,553.3						
Investment income									
Realized	11.9	3.9	15.8	(a)					
Unrealized	60.7	0.7	61.4	(a)					
Total investment income	72.6	4.6	77.2						
Interest and other income	21.4	5.6	27.0						
Interest and other income of Consolidated Funds	452.6	257.9	710.5						
Total revenues	2,798.9	485.2	3,284.1						
Expenses									
Compensation and benefits									
Base compensation	265.2	85.7	350.9	230.0 (b)		(a)			
Performance fee related									
Realized	46.6	30.0	76.6	76.7 (b)					
Unrealized	117.2	3.5	120.7	329.4 (b)					
Total compensation and benefits	429.0	119.2	548.2	636.1 (b)					
General, administrative and other expenses	152.7	26.9	179.6						
Depreciation and amortization	24.5	61.3	85.8						
Interest	17.8	10.4	28.2	(c)		(b)			
Interest and other expenses of Consolidated Funds	233.3	136.6	369.9						
Other non-operating expenses	—	—	—						
Loss from early extinguishment of debt, net of related expenses	2.5	—	2.5						
Equity issued for affiliate debt financing	214.0	—	214.0	(c)					
Total expenses	1,073.8	354.4	1,428.2						
Other income (loss)									
Net investment gains (losses) of Consolidated Funds	(245.4)	1,848.0	1,602.6	(a)					
Income before provision for income taxes	1,479.7	1,978.8	3,458.5						
Provision for income taxes	20.3	17.3	37.6	(d)					
Income from continuing operations before nonrecurring charges directly attributable to the transaction	1,459.4	1,961.5	3,420.9						
Net income (loss) attributable to non-controlling interests in consolidated entities	(66.2)	1,937.1	1,870.9	(a)		(b)		(a)	
				(5.8)(b)					
				(e)					
Net income attributable to Carlyle Group	$ 1,525.6	$ 24.4	$ 1,550.0	(a)	$	(a)	$	(a)	$
				(630.3)(b)		(b)			
				(c)					
				(d)					
				(e)					
Net income per common unit									
Basic									$ (5a)
Diluted									$ (5a)
Weighted average common units outstanding									
Basic									(5a)
Diluted									(5a)

Notes to Unaudited Condensed Combined and Consolidated Pro Forma Statements of Operations

1. Business Acquisitions

On July 1, 2011, Carlyle Group acquired a 60% interest in AlpInvest, one of the world's largest investors in private equity. The consolidated income statements for AlpInvest for the period from January 1, 2011 through June 30, 2011 and the year ended December 31, 2010 are derived from its unaudited financial statements not included in this prospectus.

On July 1, 2011, Carlyle Group acquired 55% of ESG, an emerging markets equities and macroeconomic strategies investment manager. The consolidated financial statements of ESG for the period from January 1, 2011 through June 30, 2011 and for the year ended December 31, 2010 are derived from its unaudited financial statements not included in this prospectus.

On December 31, 2010, Carlyle Group acquired 55% of Claren Road, a long/short credit hedge fund manager. The consolidated statement of operations for Claren Road for the year ended December 31, 2010 is derived from its audited financial statements not included in this prospectus.

Carlyle Group consolidates the financial position and results of operations of the Business Acquisitions effective on the date of the closing of each Business Acquisition, and has accounted for the Business Acquisitions as business combinations.

Because the Claren Road acquisition was completed on December 31, 2010, the impact is fully reflected in the historical Carlyle Group combined and consolidated financial statements for the nine months ended September 30, 2011, and therefore, no adjustments are necessary to the unaudited pro forma financial information for the nine months ended September 30, 2011.

Since the AlpInvest and ESG acquisitions occurred on July 1, 2011, the impact of these acquisitions for the period from July 1, 2011 through September 30, 2011 is fully reflected in the historical Carlyle Group combined and consolidated financial statements for the nine months ended September 30, 2011. Therefore, the adjustment necessary to the unaudited pro forma financial information for the nine months ended September 30, 2011 represents the results of operations of AlpInvest and ESG for the period from January 1, 2011 through June 30, 2011.

For additional information concerning the Business Acquisitions, please see Notes 3 and 15 to the combined and consolidated financial statements included elsewhere in this prospectus.

The following tables summarize the pro forma impact to the Carlyle Group historical consolidated statements of operations from the Business Acquisitions for the periods presented. For purposes of determining the impact to the unaudited condensed combined and consolidated pro forma statements of operations, the Acquisitions are assumed to have occurred on January 1, 2010.

For the Period from January 1, 2011 through June 30, 2011

	AlpInvest Consolidated Historical	ESG Consolidated Historical	Pro Forma Acquisition Adjustments	Total Business Acquisitions
			(Dollars in millions)	
Revenues				
Fund management fees	$ 37.9	$ 8.8	$ —	$ 46.7
Performance fees				
Realized	18.1	0.1	—	18.2
Unrealized	40.4	19.3	—	59.7
Total performance fees	58.5	19.4	—	77.9
Investment income				
Realized	—	—	—	—
Unrealized	—	0.4	—	0.4
Total investment income	—	0.4	—	0.4
Interest and other income	1.5	0.2	0.6 (a)	2.3
Interest and other income of Consolidated Funds	69.6	2.3	—	71.9
Total revenues	167.5	31.1	0.6	199.2
Expenses				
Compensation and benefits				
Base compensation	26.0	4.6	(2.4)(b)	28.2
Performance fee related				
Realized	12.0	0.1	(4.2)(b)	7.9
Unrealized	43.8	2.4	(12.2)(b)	34.0
Total compensation and benefits	81.8	7.1	(18.8)	70.1
General, administrative and other expenses	9.1	5.8	—	14.9
Depreciation and amortization	0.4	—	10.0 (c)	10.4
Interest	1.5	—	1.9 (d)	3.4
Interest and other expenses of Consolidated Funds	36.6	7.3	—	43.9
Other non-operating expenses	—	—	—	—
Total expenses	129.4	20.2	(6.9)	142.7
Other income (loss)				
Net investment gains of Consolidated Funds	525.5	35.2	—	560.7
Income before provision for income taxes	563.6	46.1	7.5	617.2
Provision for income taxes	16.4	0.4	(1.0)(e)	15.8
Net income	547.2	45.7	8.5	601.4
Net income attributable to non-controlling interests in consolidated entities	529.5	22.6	16.0 (f)	568.1
Net income attributable to Carlyle Group (or controlling interest)	$ 17.7	$ 23.1	$ (7.5)	$ 33.3

For the Year Ended December 31, 2010

	Claren Road Consolidated Historical	AlpInvest Consolidated Historical	ESG Consolidated Historical	Pro Forma Acquisition Adjustments	Total Business Acquisitions
			(Dollars in millions)		
Revenues					
Fund management fees	$ 50.7	$ 80.1	$ 15.0	$ —	$ 145.8
Performance fees					
Realized	20.2	32.0	19.4	—	71.6
Unrealized	—	(0.3)	—	—	(0.3)
Total performance fees	20.2	31.7	19.4	—	71.3
Investment income					
Realized	3.8	0.1	—	—	3.9
Unrealized	—	—	0.7	—	0.7
Total investment income	3.8	0.1	0.7	—	4.6
Interest and other income	—	4.0	0.4	1.2(a)	5.6
Interest and other income of Consolidated Funds	40.1	213.8	4.0	—	257.9
Total revenues	114.8	329.7	39.5	1.2	485.2
Expenses					
Compensation and benefits					
Base compensation	35.3	55.6	4.9	(10.1)(b)	85.7
Performance fee related					
Realized	19.9	14.9	3.0	(7.8)(b)	30.0
Unrealized	—	3.7	—	(0.2)(b)	3.5
Total compensation and benefits	55.2	74.2	7.9	(18.1)	119.2
General, administrative and other expenses	5.7	18.2	3.0	—	26.9
Depreciation and amortization	0.5	1.4	0.1	59.3(c)	61.3
Interest	—	0.5	—	9.9(d)	10.4
Interest and other expenses of Consolidated Funds	48.3	79.2	9.1	—	136.6
Other non-operating expenses	—	—	—	—	—
Total expenses	109.7	173.5	20.1	51.1	354.4
Other income (loss)					
Net investment gains of Consolidated Funds	58.8	1,752.7	36.5	—	1,848.0
Income before provision for income taxes	63.9	1,908.9	55.9	(49.9)	1,978.8
Provision for income taxes	0.6	18.1	0.7	(2.1)(e)	17.3
Net income	63.3	1,890.8	55.2	(47.8)	1,961.5
Net income attributable to non-controlling interests in consolidated entities	35.7	1,855.8	25.0	20.6(f)	1,937.1
Net income attributable to Carlyle Group (or controlling interest)	$ 27.6	$ 35.0	$ 30.2	$ (68.4)	$ 24.4

(a) This adjustment reflects interest income on loans issued by Carlyle Group in conjunction with the Claren Road and AlpInvest acquisitions of $13.5 million and $1.7 million, respectively, at their contractual annual interest rates of 8% and 7%, respectively.

(b) In conjunction with the Business Acquisitions, certain employees were admitted as senior Carlyle professionals. The entities that comprise Carlyle Group are partnerships or limited liability companies. Accordingly, all payments to our senior Carlyle professionals have been accounted for as distributions from members' equity rather than as compensation expenses in the historical Carlyle Group financial statements. Accordingly, this adjustment reduces the historical compensation expenses of the Business Acquisitions for the amounts associated with those employees who are senior Carlyle professionals. Following this offering, we intend to account for compensation payments to our senior Carlyle professionals as compensation expenses. The amounts in this pro forma acquisition adjustment are included in that compensation pro forma adjustment (See note 2(b)).

(c) This adjustment reflects the amortization expense associated with intangible assets acquired from the Business Acquisitions. The acquisition of Claren Road included approximately $393.6 million of intangible assets with an estimated useful life of ten years. Amortization of the Claren Road intangible assets of $39.4 million has been included in the pro forma adjustment for the year ended December 31, 2010.

The acquisition of AlpInvest included approximately $72.0 million of intangible assets with an estimated useful life of ten years. Amortization of the AlpInvest intangible assets of $7.2 million for the year ended December 31, 2010 and $3.6 million for the six months ended June 30, 2011 have been included in the pro forma adjustment.

The acquisition of ESG included approximately $89.0 million of intangible assets with an estimated useful life of seven years. Amortization of the ESG intangible assets of $12.7 million for the year ended December 31, 2010 and $6.4 million for the six months ended June 30, 2011 have been included in the pro forma adjustment.

(d) This adjustment reflects interest expense on Carlyle Group's borrowing of €81.0 million ($116.6 million) on the revolving credit facility of its existing senior secured credit facility to finance the AlpInvest acquisition. The variable interest rate applied to the borrowing during the periods presented ranged from 2.72% to 3.57%. For 2010, this adjustment also includes interest expense on two loans associated with the Claren Road acquisition of $47.5 million (at an interest rate of 6%) and $50.0 million (at an interest rate of 8%).

(e) This adjustment reflects the expected reduction of the deferred tax liabilities associated with the amortization of identifiable intangible assets arising from the AlpInvest and ESG acquisitions. The deferred tax liabilities will be reduced over the same period as the related identifiable intangible assets (see note (c) above) are amortized. The reduction of the AlpInvest deferred tax liabilities was $0.8 million and $1.6 million for the six months ended June 30, 2011 and year ended December 31, 2010, respectively. The reduction of the ESG deferred tax liabilities was $0.2 million and $0.5 million for the six months ended June 30, 2011 and year ended December 31, 2010, respectively.

(f) This adjustment reflects the allocation of the pro-forma net income for the periods presented to the 40% non-controlling interests in AlpInvest. This adjustment allocates to the non-controlling interests 40% of the historical income attributable to the controlling interest for AlpInvest, 40% of the pro forma acquisition adjustments attributable to AlpInvest, and 100% of all carried interest income in respect of the historical investments and commitments to the AlpInvest fund of funds vehicles that existed as of December 31, 2010. The table below summarizes the components of this adjustment:

	For the Period from January 1, 2011 through June 30, 2011	For the Year Ended December 31, 2010
	(Dollars in millions)	
AlpInvest net income attributable to controlling interest	$ 17.7	$ 35.0
Deduct: Carried interest income attributable to historical investments (100% non-controlling interest)	(4.5)	(3.4)
Add (Deduct) pro forma adjustments:		
Compensation for admitted senior Carlyle professionals	18.3	17.0
Amortization of intangible assets	(3.6)	(7.2)
Amortization of deferred tax liabilities	0.8	1.6
AlpInvest adjusted earnings subject to 40% non-controlling interest	28.7	43.0
Non-controlling interest	40%	40%
	11.5	17.2
Add: Carried interest income attributable to historical investments (100% non-controlling interest)	4.5	3.4
Net income attributable to non-controlling interests	$ 16.0	$ 20.6

2. Reorganization and Other Adjustments

(a) This adjustment reflects the restructuring of certain beneficial interests in investments in or alongside our funds that were funded by certain existing and formers owners of the Parent Entities indirectly through the Parent Entities. As part of the Reorganization, certain interests will be distributed so that they are held directly by such persons and are no longer consolidated in our financial statements, and certain other interests will be restructured so that they will be reported as non-controlling interests.

Historically, these beneficial interests were funded through capital contributions to the Parent Entities, which were then invested into the respective fund. Accordingly, in the historical financial statements of Carlyle Group, these beneficial interests were included in the captions “investments and accrued performance fees” and “members’ equity” on the Carlyle Group balance sheet, and investment income/losses on such interests were included in “investment income (loss)” and “net income attributable to Carlyle Group” on the Carlyle Group statement of operations.

For the beneficial interests to be distributed so that will be held directly by such persons, a pro forma adjustment has been recorded to eliminate the historical investment income associated with the investments with a corresponding decrease to net income attributable to Carlyle Group as they are no longer investments of Carlyle Holdings. Included in the distributed beneficial interests were certain interests in our CLOs that are included in our Consolidated Funds; in our historical combined and consolidated financial statements, the investment income on those interests had been eliminated against the related gain/loss recorded by the Consolidated Fund. For these interests in consolidated CLOs, the pro forma adjustment results in a decrease to net investment gains (losses) of Consolidated Funds (as the aforementioned elimination is no longer applicable after the interest is held directly by the beneficial owner).

For the beneficial interests that will be reflected as non-controlling interests, a pro forma adjustment has been recorded to reclassify the income attributable to the restructured interests to income attributable to non-controlling interests in consolidated entities from income attributable to Carlyle Group. The underlying investment related to those interests continues to be held by a consolidated subsidiary of Carlyle Holdings and the beneficial interests are interests directly in the consolidated subsidiary.

The amounts for these adjustments were derived based on historical financial results. The following table summarizes the pro forma impact for the restructured beneficial interests:

	Investment Income	Net investment gains (losses) of Consolidated Funds	Net income (loss) attributable to non-controlling interests in consolidated entities	Net income attributable to Carlyle Group
	(Amounts in millions)			
For the Nine Months Ended September 30, 2011				
Distributed beneficial interests in Consolidated Funds	$	$	$	$
Other distributed beneficial interests				
Restructured beneficial interests				
Total	$	$	$	$

	Investment Income	Net investment gains (losses) of Consolidated Funds	Net income (loss) attributable to non-controlling interests in consolidated entities	Net income attributable to Carlyle Group
	(Amounts in millions)			
For the Year Ended December 31, 2010				
Distributed beneficial interests in Consolidated Funds	$	$	$	$
Other distributed beneficial interests				
Restructured beneficial interests				
Total	$	$	$	$

Subsequent to the completion of the Reorganization, we will account for the restructured beneficial interests as non-controlling interests in consolidated entities and the distributed beneficial interests associated with consolidated CLOs as "net investment gains (losses) of Consolidated Funds". There will be no ongoing accounting for the other distributed beneficial interests after the Reorganization is complete.

(b) This adjustment reflects changes to compensation and benefits expenses associated with historical payments to our senior Carlyle professionals attributable to compensation and benefits and the reallocation of carried interest in our carry funds that are currently held by our senior Carlyle professionals and other Carlyle employees. The effects of these items on our unaudited condensed combined and consolidated pro forma statements of operations for the nine months ended September 30, 2011 and the year ended December 31, 2010 are as follows:

	Nine Months Ended September 30, 2011	Year Ended December 31, 2010
	(Dollars in millions)	
Compensation and benefits attributable to senior Carlyle professionals(1)	$	$ 230.0
Performance fee related compensation attributable to senior Carlyle professionals(1)		591.4
Performance fee related compensation expense adjustment due to carried interest reallocation(2)		(185.3)
Total	$	$ 636.1

(1) Reflects an adjustment to record base salary, annual bonus, and benefit expenses attributable to our senior Carlyle professionals as compensation expense. Additionally, performance fee related compensation attributable to our senior Carlyle professionals is included in this pro forma adjustment. Prior to the Reorganization and this offering, the entities that comprise Carlyle Group have been partnerships or limited liability companies. Accordingly, all payments to our senior Carlyle professionals generally have been accounted for as distributions from members' equity rather than as compensation expenses. Following this offering, we intend to account for compensation payments to our senior Carlyle professionals as compensation expenses. Amounts have been derived based upon our historical results and do not reflect the assumed acquisition by Carlyle Holdings of the additional allocations of carried interest in our carry funds that are currently held by our senior Carlyle professionals (see (2) below).

(2) As part of the Reorganization, there will be a reallocation of carried interest to senior Carlyle professionals and other individuals who manage our carry funds, such that the allocation to these individuals will be approximately 45% of all carried interest on a blended average basis, with the exception of the Riverstone funds, where Carlyle will retain essentially all of the carry to which we are entitled under our arrangements for those funds. Our senior Carlyle professionals and other individuals who manage our carry funds will contribute to Carlyle Holdings a portion of the equity interests they own in the general partners of our existing carry funds in exchange for an equivalent fair value of Carlyle Holdings partnership units. No compensation is associated with this exchange as the individuals are receiving an equivalent fair value of Carlyle Holdings partnership units for the fair value of the carried interest rights that they are contributing.

Historically, these allocations of carried interest were accounted for as performance fee compensation expense for our Carlyle employees and as distributions from members' equity for our senior Carlyle professionals. This adjustment reduces the performance fee related compensation expense associated with the reallocation of carried interest. The amounts have been derived from our historical results. The fair value of the Carlyle Holdings interests issued in this transaction totaling $ million exceeds the carrying value of the compensation liability totaling $ million, resulting in a nonrecurring charge of $ million associated with this transaction.

Subsequent to the completion of the Reorganization and this offering, we will account for the remaining equity interests that our senior Carlyle professionals and other individuals who manage our carry funds own in the general partners of our existing carry funds as performance fee compensation expense.

(c) Reflects the elimination of all interest expense, debt issuance costs and fair value adjustments associated with the subordinated loan payable to affiliate. This adjustment also reflects additional interest costs associated with pro forma borrowings on the Carlyle Group revolving credit facility of Carlyle Group's existing senior secured credit facility. In October 2011, the Parent Entities redeemed $250 million aggregate principal amount of the subordinated loan payable to affiliate. Immediately prior to the contribution of the Parent Entities to Carlyle Holdings, as described under "Reorganization," the remaining principal value and unpaid interest on the subordinated loan payable to affiliate will be exchanged into additional equity interests of the Parent Entities. The equity interests in the Parent Entities issued in this exchange will subsequently be contributed to Carlyle Holdings in exchange for Carlyle Holdings partnership units.

As the subordinated loan payable to affiliate will be fully redeemed through the transaction which occurred in October 2011 and through the exchange for Carlyle Holdings equity in conjunction with the Reorganization, interest expense of $ million for the nine months ended September 30, 2011, debt issuance costs of $214.0 million for the year ended December 31, 2010, and fair value adjustments of $ million for the nine months ended September 30, 2011 and $0 for the year ended December 31, 2010 have been eliminated from the condensed combined and consolidated pro forma statements of operations. The conversion of the subordinated loan will result in a charge to income of approximately $ million (based on an assumed initial offering price of $ per common unit, the midpoint of the range indicated on the front cover of this prospectus) computed as the difference between the value of the Carlyle Holdings partnership units issued and the carrying value of the subordinated loan payable to affiliate. This charge is not included in the accompanying condensed combined and consolidated pro forma statement of operations.

This adjustment also reflects pro forma interest expense of $ million and $ million for the nine months ended September 30, 2011 and the year ended December 31, 2010, respectively, related to pro forma borrowings on the revolving credit facility of Carlyle Group's existing senior secured credit facility totaling $ million (refer to note 1(a) and 1(b) on the unaudited condensed combined and consolidated pro forma balance sheet) at an average interest rate of % and 2.02% for 2011 and 2010, respectively.

(d) We have historically operated as a group of partnerships for U.S. federal income tax purposes and, for certain entities located outside the United States, corporate entities for foreign income tax purposes. Because most of the entities in our consolidated group are pass-through entities for U.S. federal income tax purposes, our profits and losses are generally allocated to the partners who are individually responsible for reporting such amounts and we are not taxed at the entity level. Based on applicable foreign, state, and local tax laws, we record a provision for income taxes for certain entities. Accordingly, the income tax provisions shown on Carlyle Group's historical combined and consolidated statements of operations of $20.3 million for the year ended December 31, 2010 and $25.7 million for the nine months ended September 30, 2011 primarily consisted of the District of Columbia and foreign corporate income taxes.

Following the transactions described under "Organizational Structure" and this offering, the Carlyle Holdings partnerships and their subsidiaries will continue to operate as partnerships for U.S. federal income tax purposes and, for certain entities located outside the United States, corporate entities for foreign income tax purposes. Accordingly, several entities will

continue to be subject to the District of Columbia franchise tax and the New York City unincorporated business income tax (UBT) and non-U.S. entities will continue to be subject to corporate income taxes in jurisdictions in which they operate in. In addition, certain newly formed wholly-owned subsidiaries of The Carlyle Group L.P. will be subject to entity-level corporate income taxes. As a result of our new corporate structure, we will record an additional provision for corporate income taxes that will reflect our current and deferred income tax liability relating to the taxable earnings allocated to such entities.

The table below reflects our calculation of the pro forma income tax provision for the periods presented and the corresponding assumptions:

	Nine Months Ended September 30, 2011	Year Ended December 31, 2010
	(Dollars in millions)	
Income before provision for income taxes — Carlyle Holdings pro forma	$	$
Less: income before provision for income taxes — attributable to non-taxable subsidiaries(1)		
Income before provision for income taxes — attributable to Carlyle Holdings I L.P.		
Less: income attributable to existing owners (not Carlyle Holdings I GP Inc.)		
Income before provision for income taxes — attributable to Carlyle Holdings I GP Inc.	$	$
Federal tax expense at statutory rate, net of foreign tax credits	$	$
State and local tax expense and foreign tax expense (net of federal benefit)(2)		
Total provision for income taxes	$	$

(1) Income was attributed to these entities based on income or losses of the subsidiaries of the entities. Please see "Material U.S. Federal Tax Considerations" for a discussion of the different tax requirements of the subsidiaries of The Carlyle Group L.P.

(2) State and local tax expense was determined at a blended rate of %.

The amount of the adjustment reflects the difference between the actual tax provision for the historical organizational structure and the estimated tax provision that would have resulted had the transactions described under "Organizational Structure" and this offering been effected on January 1, 2010. This adjustment consisted of $ million and $ million of state and federal income taxes for the nine months ended September 30, 2011 and the year ended December 31, 2010, respectively; no adjustment for foreign taxes was necessary.

(e) Reflects the historical basis of partnership interests in subsidiaries of the Parent Entities that the existing owners are retaining. Certain retired senior Carlyle professionals will retain their interests in our carried interest entities. For these individuals, their carried interests rights will be restructured such that they will exchange their pre-existing carried interest rights (through their ownership interests in the Parent Entities) for an equivalent amount of carried interest rights directly in the consolidated general partners of our funds. Historically, these interests were reflected within "members' equity" on the Carlyle Group balance sheet, as these interests existed through the individuals' ownership interests in the Parent Entities, and the income attributable to these carried interests rights were included in "net income attributable to Carlyle Group" on the Carlyle Group statement of operations because their interests were part of the controlling interest in Carlyle Group. As their carried interest rights will no longer be held through a parent of Carlyle Group directly or indirectly after

this exchange, this adjustment reclassifies the income attributable to those interests as net income attributable to non-controlling interests in consolidated entities from net income attributable to Carlyle Group. This amount was derived based on historical financial results as well as the ownership of the individuals.

Subsequent to the completion of the Reorganization, we will account for the carried interest rights allocated to retired senior Carlyle professionals as non-controlling interests in consolidated entities.

3. Offering Adjustments

(a) This adjustment reflects additional compensation and benefits expenses associated with (1) the issuance of unvested Carlyle Holdings partnership units as part of the Carlyle Holdings formation, (2) the grant of unvested deferred restricted units of The Carlyle Group L.P., and (3) the grant of unvested phantom deferred restricted units. The effects of these items on our unaudited condensed combined and consolidated pro forma statements of operations for the nine months ended September 30, 2011 and the year ended December 31, 2010 are as follows:

	Nine Months Ended September 30, 2011	Year Ended December 31, 2010
	(Dollars in millions)	
Issuance of unvested Carlyle Holdings partnership units to our senior Carlyle professionals(1)	$	$
Grant of unvested deferred restricted units of The Carlyle Group L.P.(2)		
Grant of unvested phantom deferred restricted units(3)		
Total	$	$

(1) As part of the Reorganization, our existing owners will receive Carlyle Holdings partnership units, of which will be vested and will be unvested.

We intend to reflect the unvested Carlyle Holdings partnership units as compensation expense in accordance with Accounting Standards Codification Topic 718, *Compensation — Stock Compensation* ("ASC 718"). The unvested Carlyle Holdings partnership units will be charged to expense as the Carlyle Holdings partnership units vest over the service period on a straight-line basis. See "Certain Relationships and Related Person Transactions — Carlyle Holdings Partnership Agreements." Amounts have been derived assuming a fair value of $ per partnership unit (based on the assumed initial public offering price per common unit in this offering, determined as the midpoint of the range indicated on the front cover of this prospectus), multiplied by the number of unvested units, expensed over the assumed service period, which ranges from to years. Additionally, the calculation of the expense assumes a forfeiture rate of up to %. This expense is derived from awards with a total service period of five years or less of $ million and a total service period of greater than five years of $ million.

(2) At the time of the offering, we intend to grant deferred restricted units of The Carlyle Group L.P. to our employees. The deferred restricted units will be unvested when granted and will vest over a service period. The grant-date fair value of the units will be charged to compensation expense over the vesting period. The amount in the adjustment has been derived assuming an offering price of $ per unit, multiplied by the number of unvested units, expensed over the assumed service period, which ranges from to years. Additionally, the calculation of the expense assumes a forfeiture rate up to %. This expense is derived from awards with a total service period of five years or less of $ million and a total service period of greater than five years of $ million.

(3) At the time of the offering, we intend to grant phantom deferred restricted units to our employees. The phantom deferred restricted units will be unvested when granted and will vest over a service period. Upon vesting, the units will be settled in cash. Because the awards are subject to vesting, no liability will be recorded upon grant and thus no pro forma adjustment is reflected in our unaudited condensed combined and consolidated pro forma balance sheet. The fair value of the units will be re-measured each reporting period until settlement and charged to compensation expense over the vesting period. The amount in the adjustment has been derived assuming an offering price of $ per unit (the assumed initial fair value of the phantom deferred restricted units), multiplied by the number of unvested units, expensed over the assumed service period, which ranges from to years. No change to the fair value of the liability is assumed over the periods presented. Additionally, the calculation of the expense assumes a forfeiture rate of up to %. This expense is derived from awards with a total service period of five years or less of $ million and a total service period of greater than five years of $ million.

(b) Reflects a reduction of pro forma interest expense of $ million for the nine months ended September 30, 2011 and $ million for the year ended December 31, 2010 associated with the assumed repayment of $ million of borrowings using the proceeds of this offering. See "Use of Proceeds."

4. Adjustments for Non-Controlling Interests

(a) In order to reflect the Reorganization and offering transaction as if they occurred on January 1, 2010, an adjustment has been made to reflect the inclusion of non-controlling interests in consolidated entities representing Carlyle Holdings partnership units that are held by the existing owners after this offering. Such Carlyle Holdings partnership units represent % of all Carlyle Holdings partnership units outstanding immediately following this offering.

In connection with the Reorganization, we will enter into an exchange agreement with the limited partners of the Carlyle Holdings partnerships. Under the exchange agreement, subject to the applicable vesting and minimum retained ownership requirements and transfer restrictions, each holder of Carlyle Holdings partnership units (and certain transferees thereof), other than the subsidiaries of The Carlyle Group L.P., may up to four times a year, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange these partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. Under the exchange agreement, to effect an exchange a holder of partnership units in Carlyle Holdings must simultaneously exchange one partnership unit in each of the Carlyle Holdings partnerships. No such exchanges have been assumed for the periods presented in the calculation of the pro forma adjustment for non-controlling interests presented herein.

The following table reflects the calculation of the adjustment to net income attributable to non-controlling interests for the periods presented:

	Nine Months Ended September 30, 2011	Year Ended December 31, 2010
	(Dollars in millions)	
Net income — Carlyle Holdings pro forma	$	$
Less: net income attributable to non-controlling interests in consolidated entities		
Net income attributable to Carlyle Holdings		
Percentage allocable to existing owners		
Net income attributable to non-controlling interests held by the existing owners	$	$

5. Calculation of Earnings per Common Unit

(a) For purposes of calculating the pro forma net income per common unit, the number of common units of The Carlyle Group L.P. outstanding are calculated as follows:

	Nine Months Ended September 30, 2011	Year Ended December 31, 2010
Units from which proceeds will be used to purchase interests in Carlyle Holdings		
Units issued in exchange for the subordinated loan payable to affiliate		
Units from which proceeds will be used to repay outstanding loans payable		
The Carlyle Group L.P. deferred restricted units which vest one year subsequent to the completion of the offering		
Total pro forma common units of The Carlyle Group L.P. outstanding		

We have excluded common units of The Carlyle Group L.P. from the calculations above because the proceeds from the sale of these units will be used for general corporate purposes and to provide capital for future growth and expansion.

The weighted-average common units outstanding are calculated as follows:

	Nine Months Ended September 30, 2011		Year Ended December 31, 2010	
	Basic	Diluted	Basic	Diluted
The Carlyle Group L.P. common units outstanding				
Unvested deferred restricted units				
Carlyle Holdings partnership units				
Weighted-average common units outstanding				

In connection with the Reorganization, we will enter into an exchange agreement with the limited partners of the Carlyle Holdings partnerships. Under the exchange agreement, subject to the applicable vesting and minimum retained ownership requirements and transfer restrictions, each holder of Carlyle Holdings partnership units (and certain transferees thereof), other than the subsidiaries of The Carlyle Group L.P., may up to four times a year, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange these partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. Under the exchange agreement, to effect an exchange a holder of partnership units in Carlyle Holdings must simultaneously exchange one partnership unit in each of the Carlyle Holdings partnerships. In computing the dilutive effect, if any, that the exchange of Carlyle Holdings partnership units would have on earnings per common unit, we considered that net income available to holders of common units would increase due to the elimination of non-controlling interests in consolidated entities associated with the Carlyle Holdings partnership units (including any tax impact). We apply the treasury stock method to determine the dilutive weighted-average common units represented by our unvested deferred restricted units.

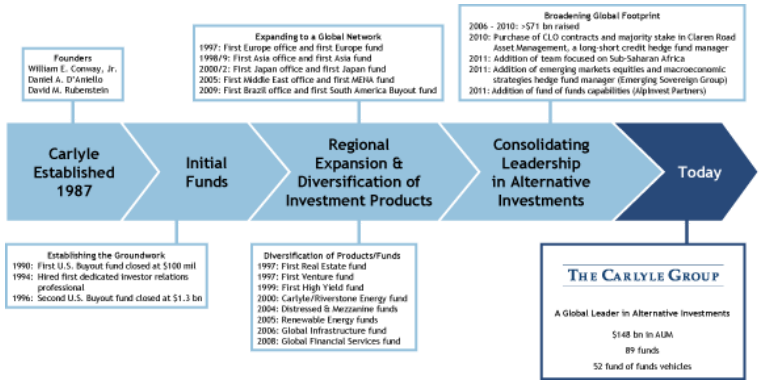
The pro forma basic and diluted net income per common unit are calculated as follows:

	Nine Months Ended September 30, 2011		Year Ended December 31, 2010	
	Basic	Diluted	Basic	Diluted
	(Dollars in millions, except per unit data)			
Pro forma net income attributable to The Carlyle Group L.P.	$	$	$	$
Weighted average common units outstanding				
Pro forma net income per common unit	$	$	$	$

BUSINESS

Overview

We are one of the world's largest and most diversified multi-product global alternative asset management firms. We advise an array of specialized investment funds and other investment vehicles that invest across a range of industries, geographies, asset classes and investment strategies and seek to deliver attractive returns for our fund investors. Since our firm was founded in Washington, D.C. in 1987, we have grown to become a leading global alternative asset manager with more than $148 billion in AUM across 89 funds and 52 fund of funds vehicles. We have more than 1,200 employees, including more than 500 investment professionals in 33 offices across six continents, and we serve over 1,400 carry fund investors from 72 countries. Across our Corporate Private Equity and Real Assets segments, we have investments in over 200 portfolio companies that employ more than 600,000 people.



The growth and development of our firm has been guided by several fundamental tenets:

- *Excellence in Investing.* Our primary goal is to invest wisely and create value for our fund investors. We strive to generate superior investment returns by combining deep industry expertise, a global network of local investment teams who can leverage extensive firm-wide resources and a consistent and disciplined investment process.
- *Commitment to our Fund Investors.* Our fund investors come first. This commitment is a core component of our firm culture and informs every aspect of our business. We believe this philosophy is in the long-term best interests of Carlyle and its owners, including our prospective common unitholders.
- *Investment in the Firm.* We have invested, and intend to continue to invest, significant resources in hiring and retaining a deep talent pool of investment professionals and in building the infrastructure of the firm, including our expansive local office network and our comprehensive investor support team, which provides finance, legal and compliance and tax services in addition to other services.
- *Expansion of our Platform.* We innovate continuously to expand our investment capabilities through the creation or acquisition of new asset-, sector- and regional-focused strategies in order to provide our fund investors a variety of investment options.

- *Unified Culture.* We seek to leverage the local market insights and operational capabilities that we have developed across our global platform through a unified culture we call "One Carlyle." Our culture emphasizes collaboration and sharing of knowledge and expertise across the firm to create value. We believe our collaborative approach enhances our ability to analyze investments, deploy capital and improve the performance of our portfolio companies.

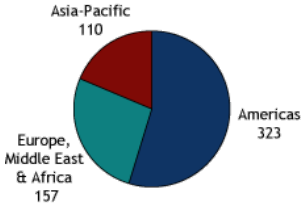
We believe that this offering will enable us to continue to develop and grow our firm; strengthen our infrastructure; create attractive investment products, strategies and funds for the benefit of our fund investors; and attract and retain top quality professionals. We manage our business for the long-term, through economic cycles, leveraging investment and exit opportunities in different parts of the world and across asset classes, and believe it is an opportune time to capitalize on the additional resources and growth opportunities that a public offering will provide.

Competitive Strengths

Since our founding in 1987, Carlyle has grown to become one of the world's largest and most diversified multi-product global alternative asset management firms. We believe that the following competitive strengths position us well for future growth:

Global Presence. We believe we have a greater presence around the globe and in emerging markets than any other alternative asset manager. We currently operate on six continents and sponsor funds investing in the United States, Asia, Europe, Japan, MENA, South America and Sub-Saharan Africa, with 12 carry funds and their related co-investment vehicles representing $11 billion in AUM actively investing in emerging markets. Our extensive network of investment professionals is composed primarily of local individuals with the knowledge, experience and relationships that allow them to identify and take advantage of opportunities unavailable to firms with less extensive footprints.

The following chart presents our investment professionals by region as of September 30, 2011.



Diversified and Scalable Multi-Product Platform. We have created separate geographic, sector and asset specific fund groups, investing significant resources to develop this extensive network of investment professionals and offices. As a result, we benefit from having 89 different funds (including 49 carry funds) and 52 fund of funds vehicles around the world. We believe this broad fund platform and our investor services infrastructure provide us with a scalable foundation to pursue future investment opportunities in high-growth markets, raise follow-on investment funds for existing products and integrate new products into our platform. Our diverse platform also enhances our resilience to credit market turmoil by enabling us to invest during such times in assets and geographies that are less dependent on leverage than traditional U.S. buyout activity. We believe the breadth of our product offerings also enhances our fundraising by allowing us to offer investors greater flexibility to allocate capital across different geographies, industries and components of a company's capital structure.

The following charts present our AUM by segment and region as of September 30, 2011.

Focus on Innovation. We have been at the forefront of many recognized trends within our industry, including the diversification of investment products and asset classes, geographic expansion and raising strategic capital from institutional investors. Within 10 years of the launch of our first fund in 1990 to pursue buyout opportunities in the United States, we had expanded our buyout operations to Asia and Europe and added funds focused on U.S. real estate, global energy and power, structured credit, and venture and growth capital opportunities in Asia, Europe and the United States. Over the next 10 years, we developed an increasing number of new, diverse products, including funds focused on distressed opportunities, infrastructure, global financial services, mezzanine investments and real estate across Asia and Europe. We have continued to innovate in 2010 and 2011 with the establishment of the first foreign-funded domestic RMB equity investment partnership enterprise in China, the first investment vehicle under the new funds regime of the Dubai International Financial Centre and the formation of our energy mezzanine and U.S. equity opportunities funds. More recently, we established our Fund of Funds Solutions business with our July 2011 acquisition of a 60% equity interest in AlpInvest and opened two new offices in Sub-Saharan Africa. We have also significantly expanded our Global Market Strategies business, which has more than doubled its AUM since the beginning of 2008, by adding stakes in long/short credit and emerging markets equities and macroeconomic strategies hedge funds with the respective acquisitions of Claren Road and ESG, launching a new energy mezzanine opportunities fund, and substantially expanding our structured credit platform with the acquisition of CLO management contracts with approximately $6 billion in assets at the time of acquisition. We believe our focus on innovation will enable us to continue to identify and capitalize on new opportunities in high-growth geographies and sectors.

Proven Ability to Consistently Attract Capital from a High-Quality, Loyal Investor Base. Since inception, we have raised nearly $115 billion in capital (excluding acquisitions). We have successfully and repeatedly raised long-term, non-redeemable capital commitments to new and successor funds, with a broad and diverse base of over 1,400 carry fund investors from 72 countries. Despite the recent challenges in the fundraising markets, from December 31, 2007 through September 30, 2011, we had closings for 28 funds with commitments totaling approximately $30 billion. We have a demonstrated history of attracting investors to multiple funds, with approximately 91% of commitments to our active carry funds (by dollar amount) coming from investors who are committed to more than one active carry fund, and approximately 59% of commitments to our active carry funds (by dollar amount) coming from investors who are committed to more than five active carry funds (each as of September 30, 2011). Over the past five years, our base of carry fund investors has grown from approximately 1,000 to over 1,400. In addition, the number of large carry fund investors, those with at least $100 million in committed capital, has grown approximately 85% from 2006 to September 30, 2011. Moreover, we have also seen growth in our high net worth investor base. Our total high net worth limited partner investor base has grown 45% from 2006 to September 30, 2011. We have a dedicated in-house fund investor relations function, which we refer to as our “LP relations” group, which includes 23 geographically focused investor relations

professionals and 30 product and client segment specialists and support staff operating on a global basis. Since the early 1990s, we have conducted our investor reporting and investor relations functions in-house to develop and maintain strong and interactive channels of communication with our fund investors and gain constant and timely insights into their needs and investment objectives. We believe that our constant dialogue with our fund investors and our commitment to providing them with the highest quality service inspires loyalty and aids our efforts to continue to attract investors across our investment platform.

Demonstrated Record of Investment Performance. We have demonstrated a strong and consistent investment track record, producing attractive returns for our fund investors across segments, sectors and geographies, and across economic cycles. The following table summarizes the aggregate investment performance of our Corporate Private Equity and Real Assets segments. Due to the diversified nature of the strategies in our Global Market Strategies segment, we have included summarized investment performance for the largest carry fund and largest hedge fund in this segment. For additional information, including performance information of other Global Market Strategies funds, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Segment Analysis — Corporate Private Equity — Fund Performance Metrics," "— Real Assets — Fund Performance Metrics" and "— Global Market Strategies — Fund Performance Metrics."

	As of September 30, 2011			Inception to September 30, 2011		
	Cumulative Invested Capital(2)	MOIC(3)	Realized/ Partially Realized MOIC(3)(4)	Gross IRR(5)	Net IRR(6)	Realized/ Partially Realized Gross IRR(4)(5)
	(Dollars in billions)					
Corporate Private Equity(1)	$47.7	1.7x	2.5x	26%	18%	31%
Real Assets(1)	$25.6	1.4x	2.0x	17%	10%	30%
Fund of Funds Solutions(1)	$38.0	1.3x	n/a	11%	10%	n/a

	As of September 30, 2011	Inception to September 30, 2011		
	Total AUM	Gross IRR(5)	Net IRR(6)	Net Annualized Return(7)
	(Dollars in billions)			
Global Market Strategies(8)				
CSP II (carry fund)	$1.7	14%	9%	n/a
Claren Road Master Fund (hedge fund)	$4.1	n/a	n/a	12%
Claren Road Opportunities Fund (hedge fund)	$1.3	n/a	n/a	20%

The returns presented herein represent those of the applicable Carlyle funds and not those of The Carlyle Group L.P. See "Risk Factors — Risks Related to Our Business Operations — The historical returns attributable to our funds, including those presented in this prospectus, should not be considered as indicative of the future results of our funds or of our future results or of any returns expected on an investment in our common units."

(1) For purposes of aggregation, funds that report in foreign currency have been converted to U.S. dollars at the reporting period spot rate.

(2) Represents the original cost of all capital called for investments since inception.

(3) Multiple of invested capital ("MOIC") represents total fair value, before management fees, expenses and carried interest, divided by cumulative invested capital.

(4) An investment is considered realized when the investment fund has completely exited, and ceases to own an interest in, the investment. An investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital, represents at least 85% of invested capital and such investment is not yet fully realized. Because part of our value creation strategy involves pursuing best exit alternatives, we believe information regarding Realized/Partially Realized MOIC and Gross IRR, when considered together with the other investment performance metrics presented, provides investors with meaningful information regarding our investment performance by removing the impact of investments where significant realization activity has not yet occurred. Realized/Partially Realized MOIC and Gross IRR have limitations as measures of investment performance, and should not be considered in isolation. Such limitations include the fact that these measures do not include the performance of earlier stage and other investments that do not satisfy the criteria provided above. The exclusion of such investments will have a positive impact on Realized/Partially Realized MOIC and Gross IRR in instances when the MOIC and Gross IRR in respect of such investments are less than

the aggregate MOIC and Gross IRR. Our measurements of Realized/Partially Realized MOIC and Gross IRR may not be comparable to those of other companies that use similarly titled measures.

(5) Gross Internal Rate of Return ("IRR") represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value before management fees, expenses and carried interest.

(6) Net IRR represents the annualized IRR for the period indicated on limited partner invested capital based on contributions, distributions and unrealized value after management fees, expenses and carried interest.

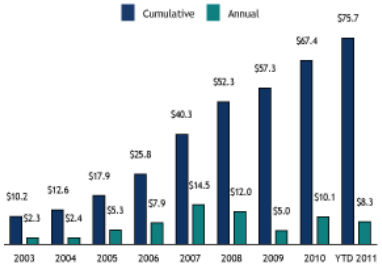
(7) Net Annualized Return is presented for fee-paying investors on a total return basis, net of all fees and expenses.

(8) Due to the disparate nature of the underlying asset classes in which our Global Market Strategies funds participate (e.g., syndicated loans, bonds, distressed securities, mezzanine loans, emerging markets equities, macroeconomic products) and the inherent difficulties in aggregating the performance of closed-end and open-end funds, the presentation of aggregate investment performance across this segment would not be meaningful.

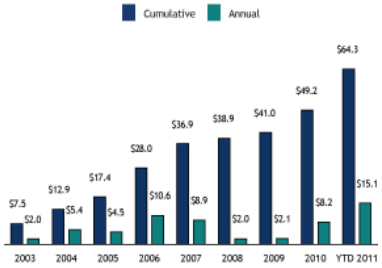
Financial Strength. The investment performance across our broad fund base has enabled us to generate Economic Net Income of over $1 billion in 2010 and approximately $579 million in the first nine months of 2011 and Distributable Earnings of $342.5 million and $617.0 million over the same periods. Our income before provision for income taxes, a GAAP measure, was approximately $1.5 billion in 2010 and $470 million in the first nine months of 2011. This performance is also reflected in the rate of appreciation of the investments in our carry funds in recent periods, with a 34% increase in our carry fund value in 2010 and a 9% increase in the first nine months of 2011. Additionally, distributions to our fund investors have been robust, with more than $8 billion distributed to fund investors in 2010 and more than $15 billion in the first nine months of 2011. We believe the investment pace and available capital of our carry funds position us well for the future. Our carry funds invested approximately $10 billion in 2010 and approximately $8 billion in the first nine months of 2011. As of September 30, 2011, these funds had approximately $25 billion in capital commitments that had not yet been invested.

The following charts present the cumulative and annual invested capital by and total annual distributions from our carry funds from 2003 through September 30, 2011 (Dollars in billions).

Cumulative and Annual Investments(1)



Cumulative and Annual Distributions(1)



(1) Funds with a functional currency other than U.S. dollars have been converted at the average rate for each period indicated.

Stable and Diverse Team of Talented Investment Professionals With a Strong Alignment of Interests. We have a talented team of more than 500 investment professionals and we are assisted by our Executive Operations Group of 27 operating executives with an average of over 40 years of relevant operating, financial and regulatory experience, who are a valuable resource to our portfolio companies and our firm. Our investment professionals are supported by a centralized investor services and support group, which includes more than 400 professionals. The interests of our professionals are aligned with the interests of the investors in our funds and in our firm. Since our inception through September 30, 2011, we and our senior Carlyle professionals, operating executives and other professionals have invested or committed to invest in excess of $4 billion in or alongside

our funds. We have also sought to align the long-term incentives of our senior Carlyle professionals with our common unitholders, including through equity compensation arrangements that include certain vesting, minimum retained ownership and transfer restrictions. See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions."

Commitment to Responsible Global Citizenship. We believe that being a good corporate citizen is part of good business practice and creates long-term value for our fund investors. We have worked to apply the Private Equity Growth Capital Council's Guidelines for Responsible Investment, which we helped to develop in 2008, demonstrating our commitment to environmental, social and governance standards in our investment activities. In addition, we were the first global alternative asset management firm to release a corporate citizenship report, which catalogues and describes our corporate citizenship efforts, including our responsible investment policy and practices and those of our portfolio companies. We have been a strong supporter of the Robert Toigo Foundation and have also established a working relationship with the Environmental Defense Fund through which we jointly developed the alternative asset management sector's first environmental management business review process.

Our Strategy for the Future

We intend to create value for our common unitholders by seeking to:

- continue to generate attractive investment returns for our fund investors across our multi-fund, multi-product global investment platform, including by increasing the value of our current portfolio and leveraging the strong capital position of our investment funds to pursue new investment opportunities;
- continue to inspire the confidence and loyalty of our more than 1,400 carry fund investors, and further expand our investor base, with a focus on client service and strong investment performance;
- continue to grow our AUM by raising follow-on investment funds across our four segments and by broadening our platform through both organic growth and selective acquisitions, where we believe we can provide investors with differentiated products to meet their needs;
- further advance our leadership position in core non-U.S. geographic markets, including high-growth emerging markets such as China, Latin America, India, MENA and Sub-Saharan Africa; and
- continue to demonstrate principled industry leadership and be a responsible and respected member of the global community by demonstrating our commitment to environmental, social and governance standards in our investment activities.

Business Segments

We operate our business across four segments: (1) Corporate Private Equity, (2) Real Assets, (3) Global Market Strategies and (4) Fund of Funds Solutions. We established our Fund of Funds Solutions segment on July 1, 2011 at the time we completed our acquisition of a 60% equity interest in, and began to consolidate, AlpInvest.

Corporate Private Equity

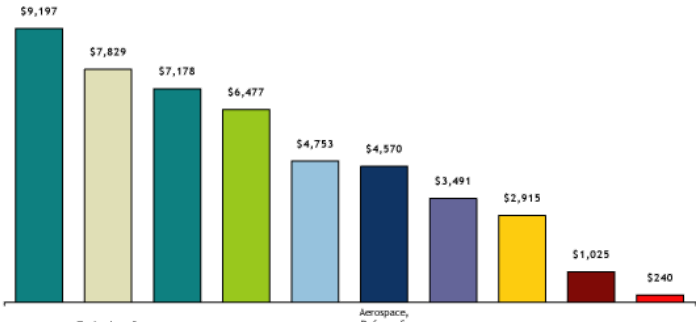
Our Corporate Private Equity segment, established in 1990 with our first U.S. buyout fund, advises our buyout and growth capital funds, which pursue a wide variety of corporate investments of different sizes and growth potentials. Our 25 active Corporate Private Equity funds are each carry funds. They are organized and operated by geography or industry and are advised by separate teams of local professionals who live and work in the markets where they invest. We believe this

diversity of funds allows us to deploy more targeted and specialized investment expertise and strategies and offers our fund investors the ability to tailor their investment choices.

Our Corporate Private Equity teams have two primary areas of focus:

- *Buyout Funds.* Our buyout teams advise a diverse group of 16 active funds that invest in transactions that focus either on a particular geography (United States, Europe, Asia, Japan, South America or MENA) or a particular industry (e.g., financial services). In addition, we continually seek to expand and diversify our buyout portfolio into new areas where we see opportunity for future growth. In 2010, we launched a new operation to target opportunities in middle-market private equity in North America across the nine industry sectors of our Corporate Private Equity business. In early 2011, we formed a team to focus on the emerging market of Sub-Saharan Africa. As of September 30, 2011, our buyout funds had, in the aggregate, approximately $47 billion in AUM.
- *Growth Capital Funds.* Our nine active growth capital funds are advised by three regionally-focused teams in the United States, Europe and Asia, with each team generally focused on middle-market and growth companies consistent with specific regional investment considerations. The investment mandate for our growth capital funds is to seek out companies with the potential for growth, strategic redirection and operational improvements. These funds typically do not invest in early stage or venture-type investments. As of September 30, 2011, our growth capital funds had, in the aggregate, approximately $4 billion in AUM.

The chart below presents the cumulative equity invested since inception by industry for our Corporate Private Equity funds as of September 30, 2011 (dollar amounts in chart in millions).



# of Transactions	Telecom & Media	Technology & Business Services	Consumer & Retail	Industrial	Healthcare	Aerospace, Defense & Government Services	Transportation	Financial Services	Energy	Other
Buyout	35	20	28	38	23	30	18	16	2	6
Growth Capital	23	120	19	9	17	1	1	3	3	2
Total	**58**	**140**	**47**	**47**	**40**	**31**	**19**	**19**	**5**	**8**

From inception through September 30, 2011, we have invested approximately $48 billion in 414 transactions. Of that total, we have invested 55% in 207 transactions in North and South America, 26% in 92 transactions in Europe and MENA and 19% in 115 transactions in the Asia-Pacific region. We have fully realized 253 of these investments, meaning our funds have completely exited, and no longer own an interest in, those investments.

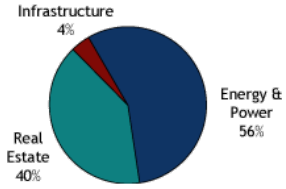
The following table presents certain data about our Corporate Private Equity segment as of September 30, 2011 (dollar amounts in billions; compound annual growth is presented since December 31, 2003; amounts invested include co-investments).

AUM	% of Total AUM	AUM CAGR	Fee-Earning AUM	Active Investments	Active Funds	Available Capital	Investment Professionals	Amount Invested Since Inception	Investments Since Inception
$51	34%	22%	$39	161	25	$15	256	$48	414

Real Assets

Our Real Assets segment, established in 1997 with our first U.S. real estate fund, advises our 18 active carry funds focused on real estate, infrastructure and energy and renewable resources. This business pursues investment opportunities across a diverse array of tangible assets, such as office buildings, apartments, hotels, retail properties, senior-living facilities, pipelines, wind farms, refineries, airports, roads and other similar assets, as well as the companies providing services to them.

The following chart presents the AUM by asset class of our Real Assets segment as of September 30, 2011.



Our Real Assets teams have three primary areas of focus:

- *Real Estate.* Our 11 active real estate funds pursue real estate investment opportunities in Asia, Europe and the United States and generally focus on acquiring single-property opportunities rather than large-cap companies with real estate portfolios. Our team of more than 120 real estate investment professionals has made approximately 464 investments in over 120 cities/metropolitan statistical areas around the world as of September 30, 2011, including office buildings, hotels, retail properties, residential properties, industrial properties and senior living facilities. As of September 30, 2011, our real estate funds had, in the aggregate, approximately $12 billion in AUM.
- *Infrastructure.* Our infrastructure investment team focuses on investments in infrastructure companies and assets. The team comprises 11 investment professionals and works in conjunction with the public sector to find cooperative methods of managing and investing in infrastructure assets. As of September 30, 2011, we advised one infrastructure fund with approximately $1 billion in AUM.
- *Energy & Renewable Resources.* Our energy and renewable resources activities focus on buyouts, growth capital investments and strategic joint ventures in the midstream, upstream, power and oilfield services sectors, as well as the renewable and alternative sectors of the energy industry. We currently conduct these activities with Riverstone, jointly advising six funds with approximately $17 billion in AUM as of September 30, 2011. We and Riverstone have mutually decided not to pursue additional jointly managed funds (although we will continue to advise jointly with Riverstone the six existing energy and renewable resources funds). We are actively

exploring new approaches through which to expand our energy capabilities and intend to augment our significant in-house expertise in this sector.

Our Real Assets funds, including Carlyle-advised co-investment vehicles, have through September 30, 2011, invested on a global basis more than $26 billion in a total of 541 investments (including more than 60 portfolio companies). Of that total, we have invested 76% in 403 investments in North and South America, 20% in 104 investments in Europe and MENA and 4% in 34 investments in the Asia-Pacific region.

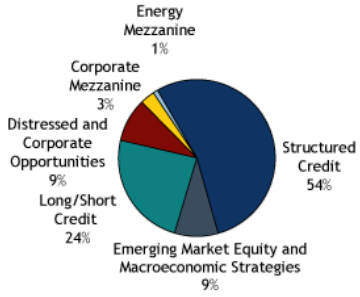
The following table presents certain data about our Real Assets segment as of September 30, 2011 (dollar amounts in billions; compound annual growth is presented since December 31, 2003; amounts invested include co-investments; investment professionals excludes Riverstone employees).

AUM	% of Total AUM	AUM CAGR	Fee-Earning AUM	Active Investments	Active Funds	Available Capital	Investment Professionals	Amount Invested Since Inception	Investments Since Inception
$30	20%	39%	$22	323	18	$ 9	135	$26	541

Global Market Strategies

Our Global Market Strategies segment, established in 1999 with our first high yield fund, advises a group of 46 active funds that pursue investment opportunities across various types of credit, equities and alternative instruments, including bank loans, high yield debt, structured credit products, distressed debt, corporate mezzanine, energy mezzanine opportunities and long/short high-grade and high-yield credit instruments, emerging markets equities, and (with regards to certain macroeconomic strategies) currencies, commodities and interest rate products and their derivatives.

The following chart presents the AUM by asset class of our Global Market Strategies segment as of September 30, 2011.



Primary areas of focus for our Global Market Strategies teams include:

- *Structured Credit Funds.* Our structured credit funds invest primarily in performing senior secured bank loans through structured vehicles and other investment vehicles. In 2010, we acquired CLO management contracts from Mizuho Alternative Investments LLC and Stanfield Capital Partners LLC aggregating approximately $5 billion of AUM. As of September 30, 2011, our structured credit team advised 32 collateral loan funds in the United States and Europe totaling, in the aggregate, approximately $12 billion in AUM.
- *Distressed and Corporate Opportunities.* Our distressed and corporate opportunities funds generally invest in liquid and illiquid securities and obligations, including secured debt, senior and subordinated unsecured debt, convertible debt obligations, preferred stock and

public and private equity of financially distressed companies in defensive and asset-rich industries. In certain investments, our funds may seek to restructure pre-reorganization debt claims into controlling positions in the equity of reorganized companies. As of September 30, 2011, our distressed and corporate opportunities team advised three funds, totaling in the aggregate, approximately $2 billion in AUM.

- *Corporate Mezzanine.* Our corporate mezzanine investment team advises funds that invest in mezzanine loans of middle-market companies, typically defined as companies with annual EBITDA ranging from $10 million to $50 million that lack access to the broadly syndicated loan and bond markets. Our corporate mezzanine business focuses on leveraged buyouts, recapitalizations, acquisitions and growth financings. As of September 30, 2011, our corporate mezzanine team advised two funds totaling, in the aggregate, approximately $700 million in AUM.
- *Energy Mezzanine Opportunities.* Our energy mezzanine opportunities team was organized in 2010 and advises a fund that invests primarily in privately negotiated mezzanine debt investments in North American energy and power projects and companies. As of September 30, 2011, our energy mezzanine opportunities team advised one fund with approximately $330 million in AUM.
- *Long/Short Credit.* On December 31, 2010, we acquired a 55% stake in Claren Road Asset Management, LLC ("Claren Road"). As of September 30, 2011, Claren Road advised two long/short credit hedge funds focusing on the global high grade and high yield markets totaling, in the aggregate, approximately $5 billion in AUM. Claren Road seeks to profit from market mispricing of long and/or short positions in corporate bonds and loans, and their derivatives, across investment grade, high yield, or distressed companies.
- *Emerging Market Equity and Macroeconomic Strategies.* On July 1, 2011, we acquired a 55% stake in Emerging Sovereign Group LLC ("ESG"). ESG advises six emerging markets equities and macroeconomic hedge funds with approximately $2 billion of AUM. ESG's emerging markets equities' funds invest in publicly-traded equities across a range of developing countries. ESG's macroeconomic funds pursue investment strategies in developed and developing countries, and opportunities resulting from changes in the global economic environment.

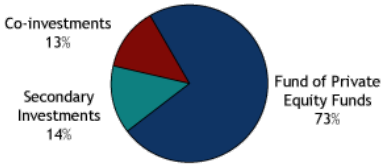
The following table presents certain data about our Global Market Strategies segment as of September 30, 2011 (dollar amounts in billions; compound annual growth is presented since December 31, 2003).

AUM	% of Total AUM	AUM CAGR	Fee-Earning AUM	Active Funds	Investment Professionals
$23	16%	33%	$21	46	129

Fund of Funds Solutions

Our Fund of Funds Solutions segment was established on July 1, 2011 when we completed our acquisition of a 60% equity interest in AlpInvest. AlpInvest is one of the world's largest investors in private equity and advises a global private equity fund of funds program and related co-investment and secondary activities. Its anchor clients are two large Dutch pension funds, which were the founders and previous shareholders of the company.

The following chart presents the AUM by asset class of our Fund of Funds Solutions segment as of September 30, 2011.



AlpInvest has three primary areas of focus:

- *Fund Investments.* AlpInvest fund of funds vehicles make investment commitments directly to buyout, growth capital, venture and other alternative asset funds advised by other general partners ("portfolio funds"). As of September 30, 2011, AlpInvest advised 26 fund of funds vehicles totaling, in the aggregate, approximately $32 billion in AUM.
- *Co-investments.* AlpInvest invests alongside other private equity and mezzanine funds in which it has a fund investment throughout Europe, North America and Asia (for example, when an investment opportunity is too large for a particular fund, the adviser of the fund may seek to raise additional "co-investment" capital from sources such as AlpInvest for that one large transaction). As of September 30, 2011, AlpInvest co-investments programs were conducted through 15 fund of funds vehicles totaling, in the aggregate, approximately $6 billion in AUM.
- *Secondary Investments.* AlpInvest also advises funds that acquire interests in portfolio funds in secondary market transactions. Private equity investors who desire to sell or restructure their pre-existing investment commitments to a fund may negotiate to sell the fund interests to AlpInvest. In this manner, AlpInvest's secondary investments team provides liquidity and restructuring alternatives for third-party private equity investors. As of September 30, 2011, AlpInvest's secondary investments program was conducted through 11 fund of funds vehicles totaling, in the aggregate, approximately $6 billion in AUM.

In July 2011, AlpInvest was awarded a $500 million private equity investment mandate, pursuant to which AlpInvest will manage a customized private equity portfolio on behalf of the Municipal Employee Retirement System of Michigan over the next five years. Although separate accounts and co-mingled vehicles for clients other then AlpInvest's anchor clients do not currently represent a significant portion of our AUM, we expect to grow our Fund of Funds Solutions segment with these products.

The following table presents certain data about our Fund of Funds Solutions segment as of September 30, 2011 (dollar amounts in billions). See "— Structure and Operation of Our Investment Funds — Incentive Arrangements/Fee Structure" for a discussion of the arrangements with the historical owners and management of AlpInvest regarding the allocation of carried interest in respect of the historical investments of and the historical and certain future commitments to our fund of funds vehicles.

AUM(1)	% of Total AUM	Fee-Earning AUM	Fund of Funds Vehicles	Available Capital	Amount Invested Since Inception	Investment Professionals
$44	30%	$30	52	$16	$38	61

(1) Under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to our fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and 60% of the carried interest in respect of all other commitments (including all future commitments from third parties).

Although we maintain ultimate control over AlpInvest, AlpInvest's historical management team (who are our employees) will continue to exercise independent investment authority without involvement by other Carlyle personnel. We will observe substantial restrictions on the ability of Carlyle personnel, other than AlpInvest's existing management team, to access investment information or engage in day-to-day participation in the AlpInvest investment business, including a restriction that AlpInvest investment decisions be made and maintained without involvement by other Carlyle personnel. Accordingly, we will have a reduced ability to identify or respond to investment and other operational issues that may arise within the AlpInvest business relative to other Carlyle operations. See "Risk Factors — Risks Related to Our Business Operations — Our Fund of Funds Solutions business is subject to additional risks."

Investment Approach

Corporate Private Equity

The investment approach of our private equity teams is generally characterized as follows:

- *Consistent and Disciplined Investment Process.* We believe our successful investment track record is the result in part of a consistent and disciplined application of our investment process. Investment opportunities for our Corporate Private Equity funds are initially sourced and evaluated by one or more of our deal teams. Each investment opportunity of our private equity funds must first pass an approval process that involves initial approvals from a fund head (or co-fund heads), interim update meetings that frequently include operating executives as well as our Chief Investment Officer, William E. Conway, Jr., and a due diligence review. Our due diligence approach typically incorporates meetings with management, company facility visits, discussions with industry analysts and consultants and an in-depth examination of financial results and projections. This transaction review process places a special emphasis on, among other considerations, the reputation of a target company's shareholders and management, the company's size and sensitivity of cash flow generation, the business sector and competitive risks, the portfolio fit, exit risks and other key factors highlighted by the deal team. An investment opportunity must secure final approval from the investment committee of the applicable investment fund. The investment committee approval process involves a detailed overview of the transaction and investment thesis, business, risk factors and diligence issues, as well as financial models.
- *Industry-Focused.* We have adopted an industry-focused approach to investing. We have particular industry expertise in aerospace, defense and government services, consumer and retail, financial services, healthcare, industrial, technology and business services, telecommunications and media and transportation. As a result, we believe that our in-depth knowledge of specific industries improves our ability to source and create transactions, conduct effective and more informed due diligence, develop strong relationships with management teams and use contacts and relationships within such industries to identify potential buyers as part of a coherent exit strategy. As the firm has expanded to include teams in Europe, Asia, Japan, South America, Sub-Saharan Africa and MENA, the industry groups have also grown and reach across even more geographies, disciplines and funds.
- *Variable Deal Sizes.* Our teams are staffed not only to effectively pursue large transactions, but also other transactions of varying sizes. We often invest in smaller companies and this has allowed us to obtain greater diversity across our entire portfolio. On an overall basis, we believe that having the resources to complete investments of varying sizes provides our funds with the ability to enhance their investment returns while providing for prudent industry, geographic and size diversification.
- *Control and Influence Oriented.* Our Corporate Private Equity funds, other than our growth funds and our funds focused on emerging markets, typically acquire, either alone or as part of a consortium, control of companies in leveraged buyout transactions. Additionally, we seek

to obtain board representation and typically appoint our investment professionals and operating executives to represent us on the board of a company in which we invest. Where our funds, either alone or as part of a consortium, are not the controlling investor, we typically, subject to applicable regulatory requirements, acquire significant voting and other rights with a view to securing influence over conduct of the business.

- *Driving Value Creation.* Our Corporate Private Equity teams seek to make investments in portfolio companies in which our particular strengths and resources, including industry expertise, extensive local presence across the globe and deep business relationships, may be employed to their best advantage. Typically, as part of a Corporate Private Equity investment, Carlyle's investment teams will develop and execute a customized, value creation thesis that underpins the projected investment return for the company. The value creation plan is developed during a thorough due diligence effort and draws on the deep resources available across our global platform, specifically relying on:
  - *Reach:* Our global team and global presence that enables us to support international expansion efforts and global supply chain initiatives.
  - *Expertise:* Our investment professionals and our specialists dedicated to nine industry sectors, who provide extensive sector-specific knowledge and local market expertise.
  - *Insight:* Our 27 operating executives, primarily deeply experienced former CEOs, who work with our investment teams during due diligence, provide board-level governance and support and advise our portfolio company CEOs and our extensive pool of consultants and advisors who provide specialist expertise to support specific value creation initiatives.
  - *Data:* Our investment portfolio, which includes over 200 active portfolio companies that range across diverse industries, geographies, asset classes and investment strategies, serves as an economic leading indicator and provides us with advanced market intelligence.

A value creation thesis typically focuses on a combination of (i) international expansion through organic initiatives and acquisitions; (ii) operational improvements, which often include supply chain efficiencies, lean process improvements and "Six Sigma" initiatives; (iii) business growth initiatives via new product launches, R&D efforts, as well as acquisitions or new-market entrance; and (iv) supporting and supplementing senior management capabilities with our broad network and organized global CEO forums. Progress against the initial investment thesis is reviewed each quarter by our founders, sector vice-chairmen and other senior investment professionals as part of our quarterly portfolio reviews and quarterly valuation processes.

- *Pursuing Best Exit Alternatives.* In determining when to exit an investment, our private equity teams consider whether a portfolio company has achieved its objectives, the financial returns and the appropriate timing in industry cycles and company development to strive for the optimal value. Senior members of the fund's investment committee must approve all exit decisions. From inception through September 30, 2011, our Corporate Private Equity funds have invested approximately $48 billion in 414 transactions, and we have fully realized 253 of these investments.

Real Assets

Our Real Assets business includes investments in the energy and renewable resources sectors and in infrastructure assets, companies and projects as well as our real estate investments. The investment approach of the teams advising the energy and renewable resources and infrastructure funds is similar to that of our Corporate Private Equity funds, with certain additional objectives. For example, our infrastructure investment team pursues partnerships with public and private operators of infrastructure assets which seek to generate stable, long-term returns. With Riverstone, we have

often pursued investments in buyout, growth capital and strategic joint ventures with management teams seeking to build companies in the energy and renewable resources sector.

The investment approach of our real estate teams is generally characterized as follows:

- *Pursue an Opportunistic Strategy.* In general, our real estate funds have focused on single asset transactions, using an opportunistic real estate investment strategy. We follow this approach because we believe that pursuing single assets enables us to better underwrite the factors that contribute to the fundamental value of each property; mitigate concentration risk; establish appropriate asset-by-asset capital structures; and maintain governance over major property-level decisions. In addition, direct ownership of assets typically enables us to effectively employ an active asset management approach and reduce financing and operating risk, while increasing the visibility of factors that affect the overall returns of the investment. We evaluate the risk and return factors that are inherent in each specific property situation. We believe we have an in-depth understanding of the key factors affecting real property markets, flows of domestic and cross-border capital and macroeconomic trends, which allow us to identify, analyze and evaluate potential investments quickly and creatively, often in connection with complex transactions.
- *Seek out Strong Joint Venture Partners or Managers.* Where appropriate, we seek out joint venture partners or managers with significant operational expertise. For each joint venture, we design structures and terms that provide situationally appropriate incentives, often including, for example, the subordination of the joint venture partner's equity and profits interest to that of a fund, claw back provisions and/or profits escrow accounts in favor of a fund, and exclusivity. We also typically structure positions with control or veto rights over major decisions.
- *Source Deals Directly.* Our teams endeavor to establish "market presence" in our target geographies where we have a history of operating in our local markets and benefit from extensive long-term relationships with developers, corporate real estate owners, institutional investors and private owners. Such relationships have resulted in our ability to source investments on a direct negotiated basis. We generally seek to avoid situations in which there are a large number of competitive bidders and prioritize situations that offer the opportunity to negotiate with owners directly in non-bid processes.
- *Focus on Sector-Specific Strategies.* Our real estate funds focus on specific sectors and markets in areas where we believe the fundamentals are sound and dynamic capital markets allow for identification of assets whose value is not fully recognized. The real estate funds we advise have invested according to strategies established in several main sectors: office, hotel, retail, industrial, for-sale residential, apartment and senior living.
- *Actively Manage our Real Estate Investments.* Our real estate investments often require active management to uncover and create value. Accordingly, we have put in place experienced local asset management teams. These teams add value through analysis and execution of capital expenditure programs, development projects, lease negotiations, operating cost reduction programs and asset dispositions. The asset management teams work closely with the other real estate professionals to effectively formulate and implement strategic management plans.
- *Manage the Exit of Investments.* We believe that "exit management" is as important as traditional asset management in order to take full advantage of the typically short windows of opportunity created by temporary imbalances in capital market forces that affect real estate. In determining when to exit an investment, our real estate teams consider whether an investment has fulfilled its strategic plan, the depth of the market and generally prevailing industry conditions.

From inception through September 30, 2011, our Real Assets funds have invested more than $26 billion in 541 transactions, and we have fully realized 218 of these investments.

Global Market Strategies

The investment approach of our Global Market Strategies carry funds is generally characterized as follows:

- *Source Investment Opportunities.* Our Global Market Strategies teams source investment opportunities through our global network and strong relationships with the financial community. The teams source assets from both the primary and secondary markets. All of our closed-end Global Market Strategies funds focus on sourcing investment opportunities that are consistent with their respective return objectives. We typically target portfolio companies that have a demonstrated track record of profitability, market leadership in their respective niche, predictability of cash flow, a definable competitive advantage and products or services that are value added to its customer base.
- *Conduct Fundamental Due Diligence and Perform Capital Structure Analysis*. After an opportunity is identified, our Global Market Strategies teams conduct fundamental due diligence to determine the relative value of the potential investment and capital structure analyses to determine the credit worthiness. Our due diligence approach typically incorporates meetings with management, company facility visits, discussions with industry analysts and consultants and an in-depth examination of financial results and projections. Our structured credit team adheres to strict credit approval processes to ensure that every investment brought into a fund's portfolio is first reviewed by experienced senior investment professionals and then presented to a credit committee, which approves or declines the investment.
- *Evaluation of Macroeconomic Factors.* Our Global Market Strategies teams evaluate technical factors such as supply and demand, the market's expectations surrounding an issuer and the existence of short- and long-term value creation or destruction catalysts. Inherent in all stages of credit evaluation is a determination of the likelihood of potential catalysts emerging, such as corporate reorganizations, recapitalizations, asset sales, changes in a company's liquidity and mergers and acquisitions. Our Global Market Strategies teams constantly evaluate the overall investment climate given their assessment of the economic outlook, changes in industry fundamentals, market changes, redemption risk, financial market liquidity and valuation levels.
- *Risk Minimization.* Our Global Market Strategies teams seek to make investments in capital structures to enable companies to both expand and weather downturns and/or below-plan performance. Our Global Market Strategies teams seek to structure investments with strong financial covenants, frequent reporting requirements and board representation if possible. Through board observation rights or a board seat, our Global Market Strategies teams have historically provided a consultative, interactive approach to equity sponsors and management partners as part of the overall portfolio management process.

The investment approach of our Global Market Strategies hedge funds is generally characterized as follows:

- *Premium on Liquidity.* Our hedge funds generally run liquid portfolios that place an emphasis on maintaining tradable assets in their respective funds. Additionally, they generally employ long and short positions and construct their portfolios to produce returns absent broad market movements.
- *Unique, Actionable Idea Generation.* The public markets are thoroughly analyzed by the numerous competitors in asset management. However, due to technical factors or general investor sentiment, securities can become over or undervalued quickly relative to their intrinsic value. Our hedge fund managers separate their research teams into industry and geography specific analysts in order to develop in-depth coverage on companies and sectors to generate proprietary research with actionable alpha-generating ideas as prices evolve.

- *Strong Risk Management Oversight.* A well-controlled risk profile is an important part of our Global Market Strategies investment methodology. Our risk officers constantly assess the portfolios of our hedge funds in light of market movements. In addition, Global Market Strategies has a separate team which has developed a rigorous risk management system whereby we analyze the concentration risk, liquidity risk, historical scenario risk analysis, counterparty risk and value at risk of our various funds on a daily basis.

Fund of Funds Solutions

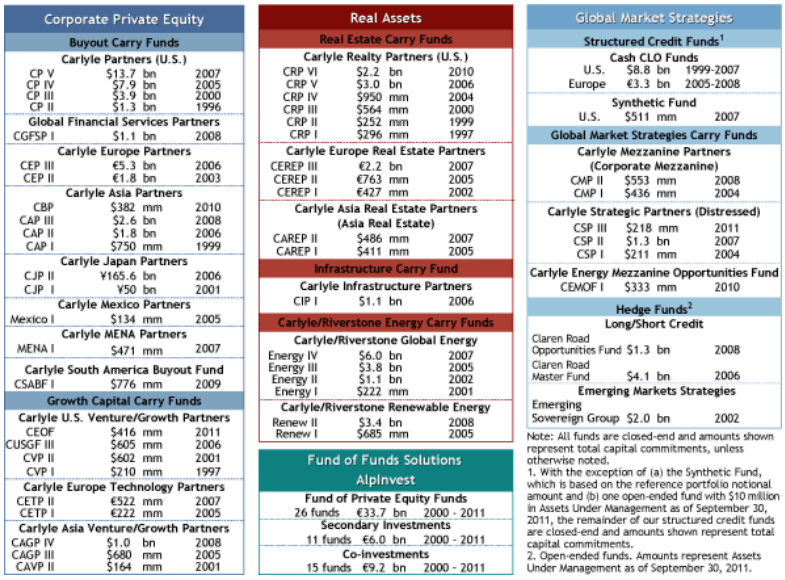
The investment approach of AlpInvest's teams is generally characterized as follows:

- *Depth of Investment Expertise.* AlpInvest has dedicated teams for each area of focus, allowing it to attract and retain talent with the required skill-set for each strategy. AlpInvest professionals have trading, operational, portfolio and risk management expertise. From a top-down perspective, AlpInvest investment professionals seek to position the Fund of Funds Solutions to capitalize on market opportunities through focused research and allocation of resources. From a bottom-up perspective, they seek to build deep relationships with underlying fund managers that are strengthened by the investment professionals' relevant experience in the broader financial markets. AlpInvest investment professionals hold advisory board positions in the vast majority of the active funds in which it has invested.
- *Discipline*. AlpInvest professionals focus on diversification, risk management and downside protection. Its processes include the analysis and interpretation of macro-developments in the global economy and the assessment of a wide variety of issues which can influence the emphasis placed on sectors, geographies and asset classes when constructing investment portfolios. A team of AlpInvest investment professionals performs investment analysis of each proposed investment with an underlying fund manager or company that includes due diligence and market analysis, considering both financial and non-financial issues. All investment decisions must ultimately be approved by a majority of the members of AlpInvest's Investment Committee, which is comprised of five AlpInvest managing partners. After making an investment commitment, the investment portfolios are subject to at least semi-annual reviews comprising both quantitative and qualitative performance evaluations conducted by the respective investment team responsible for each investment as well as AlpInvest's chief financial officer and chief operating officer.
- *Innovation.* AlpInvest professionals seek to leverage the intellectual capital within its organization and strategy-focused investment teams to take advantage of synergies that exist within other areas of the firm to identify emerging trends, market anomalies and new investment technologies to facilitate the formation of new strategies, as well as to set the direction for exiting strategies. This market intelligence provides them with an additional feedback channel for the development of new investment products.
- *Corporate Social Responsibility ("CSR").* AlpInvest has adopted the UN Global Compact as a CSR framework to evaluate fund managers and portfolio companies. AlpInvest has fully integrated CSR into its investment process and actively engages with fund managers and other stakeholders in the private equity markets to promote sustainability and improved corporate governance. In addition, the firm seeks opportunities to invest in sustainability solutions.

Our Family of Funds

The following chart presents the name (acronym), total capital commitments (in the case of our carry and structured credit funds, and fund of funds vehicles), assets under management (in the case of our hedge funds) and vintage year of the active funds in each of our segments, as of September 30, 2011. We present total capital commitments (as opposed to assets under management) for our closed-end investment funds because we believe this metric provides the most useful

information regarding the relative size and scale of such funds. In the case of our hedge funds, which are open-ended and accordingly do not have permanent committed capital, we believe the most useful metric regarding relative size and scale is assets under management.



Corporate Private Equity

Buyout Carry Funds

Carlyle Partners (U.S.)		
CP V	$13.7 bn	2007
CP IV	$7.9 bn	2005
CP III	$3.9 bn	2000
CP II	$1.3 bn	1996
Global Financial Services Partners		
CGFSP I	$1.1 bn	2008
Carlyle Europe Partners		
CEP III	€5.3 bn	2006
CEP II	€1.8 bn	2003
Carlyle Asia Partners		
CBP	$382 mm	2010
CAP III	$2.6 bn	2008
CAP II	$1.8 bn	2006
CAP I	$750 mm	1999
Carlyle Japan Partners		
CJP II	¥165.6 bn	2006
CJP I	¥50 bn	2001
Carlyle Mexico Partners		
Mexico I	$134 mm	2005
Carlyle MENA Partners		
MENA I	$471 mm	2007
Carlyle South America Buyout Fund		
CSABF I	$776 mm	2009

Growth Capital Carry Funds

Carlyle U.S. Venture/Growth Partners		
CEOF	$416 mm	2011
CUSGF III	$605 mm	2006
CVP II	$602 mm	2001
CVP I	$210 mm	1997
Carlyle Europe Technology Partners		
CETP II	€522 mm	2007
CETP I	€222 mm	2005
Carlyle Asia Venture/Growth Partners		
CAGP IV	$1.0 bn	2008
CAGP III	$680 mm	2005
CAVP II	$164 mm	2001

Real Assets

Real Estate Carry Funds

Carlyle Realty Partners (U.S.)		
CRP VI	$2.2 bn	2010
CRP V	$3.0 bn	2006
CRP IV	$950 mm	2004
CRP III	$564 mm	2000
CRP II	$252 mm	1999
CRP I	$296 mm	1997
Carlyle Europe Real Estate Partners		
CEREP III	€2.2 bn	2007
CEREP II	€763 mm	2005
CEREP I	€427 mm	2002
Carlyle Asia Real Estate Partners (Asia Real Estate)		
CAREP II	$486 mm	2007
CAREP I	$411 mm	2005

Infrastructure Carry Fund

Carlyle Infrastructure Partners		
CIP I	$1.1 bn	2006

Carlyle/Riverstone Energy Carry Funds

Carlyle/Riverstone Global Energy		
Energy IV	$6.0 bn	2007
Energy III	$3.8 bn	2005
Energy II	$1.1 bn	2002
Energy I	$222 mm	2001
Carlyle/Riverstone Renewable Energy		
Renew II	$3.4 bn	2008
Renew I	$685 mm	2005

Fund of Funds Solutions

AlpInvest

Fund of Private Equity Funds		
26 funds	€33.7 bn	2000 - 2011
Secondary Investments		
11 funds	€6.0 bn	2000 - 2011
Co-investments		
15 funds	€9.2 bn	2000 - 2011

Global Market Strategies

Structured Credit Funds[1]

Cash CLO Funds		
U.S.	$8.8 bn	1999-2007
Europe	€3.3 bn	2005-2008
Synthetic Fund		
U.S.	$511 mm	2007

Global Market Strategies Carry Funds

Carlyle Mezzanine Partners (Corporate Mezzanine)		
CMP II	$553 mm	2008
CMP I	$436 mm	2004
Carlyle Strategic Partners (Distressed)		
CSP III	$218 mm	2011
CSP II	$1.3 bn	2007
CSP I	$211 mm	2004
Carlyle Energy Mezzanine Opportunities Fund		
CEMOF I	$333 mm	2010

Hedge Funds[2]

Long/Short Credit		
Claren Road Opportunities Fund	$1.3 bn	2008
Claren Road Master Fund	$4.1 bn	2006
Emerging Markets Strategies		
Emerging Sovereign Group	$2.0 bn	2002

Note: All funds are closed-end and amounts shown represent total capital commitments, unless otherwise noted.
1. With the exception of (a) the Synthetic Fund, which is based on the reference portfolio notional amount and (b) one open-ended fund with $10 million in Assets Under Management as of September 30, 2011, the remainder of our structured credit funds are closed-end and amounts shown represent total capital commitments.
2. Open-ended funds. Amounts represent Assets Under Management as of September 30, 2011.

Capital Raising and Investor Services

Since inception, we have raised nearly $115 billion in capital (excluding acquisitions). We have successfully and repeatedly raised long-term, non-redeemable capital commitments to new and successor private funds. Despite the recent challenges in the fundraising markets, from December 31, 2007 through September 30, 2011 we had closings for 28 funds with commitments totaling approximately $30 billion.

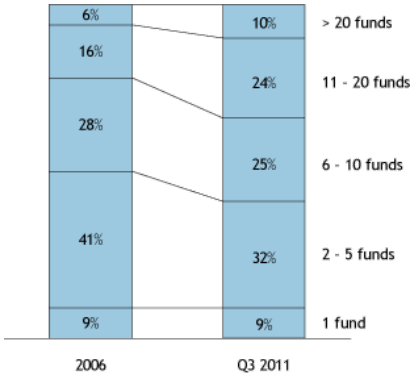
Our diverse and sophisticated investor base includes more than 1,400 carry fund investors located in 72 countries. Included among our many longstanding fund investors are pension funds, sovereign wealth funds, insurance companies and high net worth individuals in the United States and around the world, including significant institutional investors in Asia and the Middle East. We have also been a leader in the industry by forging strategic relationships with large institutional investors such as CalPERS, which completed a minority investment in our business in 2001, and Mubadala, which made minority investments in our business in 2007 and 2010. Both CalPERS and Mubadala have also historically been significant investors in our funds. We have also devoted substantial resources to creating comprehensive and timely investor reports, which is increasingly important to our investor base.

We work for our fund investors and continuously seek to strengthen and expand our relationships with our fund investors. We have a dedicated in-house LP relations group, which includes 23 geographically focused investor relations professionals with extensive investor relations and fundraising experience, supported by 30 product and client segment specialists and support staff operating on a global basis and drawing upon a worldwide network of relationships. We strive to secure a first-mover advantage with key investors, often by establishing a local presence and providing a broad and diverse range of investment options.

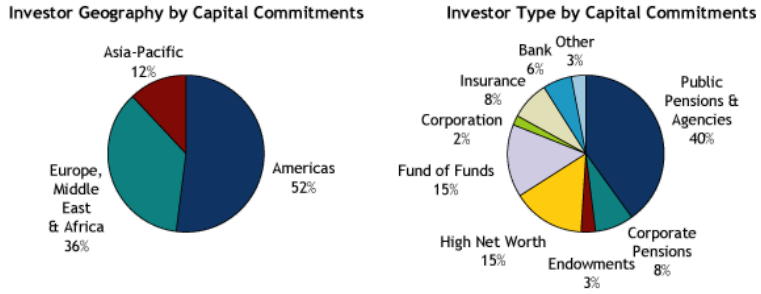
Our LP relations professionals are in constant dialogue with our fund investors, which enables us to monitor client preferences and tailor future fund offerings to meet investor demand. As of September 30, 2011, approximately 91% of commitments to our active carry funds (by dollar amount) were from investors who are committed to more than one active carry fund, and approximately 59% of commitments to our active carry funds (by dollar amount) were from investors who are committed to more than five active carry funds. Of the approximately 9% of commitments to our active carry funds from investors that are not committed to more than one active carry fund, the majority (approximately 64%, by dollar amount) of these commitments are in the newest generation of funds. We believe the loyalty of our investor base, as evidenced by our substantial number of multi-fund investors, enhances our ability to raise successor funds in existing strategies.

The chart below shows the percentage of capital committed by investors to our active carry funds, in billions, segmented by the number of active carry funds in which the investors were committed as of December 31, 2006 and September 30, 2011, respectively. For example, as of December 31, 2006, 22% of our capital was provided by investors who had committed capital to more than 10 active carry funds; as of September 30, 2011, that percentage had grown to more than 34% of our committed capital to active carry funds. As of December 31, 2006, 50% of the capital of our active carry funds was provided by investors who were committed to six or more carry funds; as of September 30, 2011, that percentage had grown to approximately 59% of the committed capital of our active carry funds. Our larger investors (those with $100 million or more of aggregate capital commitments to our active carry funds) are, on average, invested in approximately eight active carry funds.

% of Capital Commitments from Multi-Fund Investors



The charts below present total commitments to our carry funds by geography and source of commitment, each as of September 30, 2011.



We believe that there is a substantial opportunity for growth in investor allocations to the alternative investment sector, as the significant capital invested in the sector during 2006-2008 is returned to investors and as certain categories of alternative investors (such as pension funds) seek higher investment returns to close the gap between their assets and projected liabilities. We believe we are well positioned to capitalize on this sector growth, due to the breadth of our investor relationships, the diversity of our product offerings and our track record of investment performance.

We have a team of over 400 investor services professionals worldwide. The investor services group performs a range of functions to support our investment teams and our LP relations group, including informing investors on an ongoing basis about the performance of Carlyle investments. This group provides an important control function, ensures that transactions are structured pursuant to the partnership agreements and assists in regulatory compliance requirements globally. Our investor services professionals assist with investor reporting and enable investors to easily monitor the performance of their investments. The investor services group also works closely with each fund's lifecycle, from fund formation and investments to portfolio monitoring and fund liquidation. We maintain an internal legal and compliance team, which includes 22 professionals and a government relations group with a presence around the globe, which includes 18 professionals. We intend to continue to build and invest in our legal, regulatory and compliance functions to enable our investment teams to better serve our investors.

Structure and Operation of Our Investment Funds

We conduct the sponsorship and management of our carry funds and other investment vehicles primarily through a partnership structure in which limited partnerships organized by us accept commitments and/or funds for investment from institutional investors and high net worth individuals. Each investment fund that is a limited partnership, or "partnership" fund, has a general partner that is responsible for the management and administration of the fund's affairs and makes all policy and investment decisions relating to the conduct of the investment fund's business. The limited partners of the partnership funds take no part in the conduct or control of the business of such funds, have no right or authority to act for or bind such funds and have no influence over the voting or disposition of the securities or other assets held by such funds, although such limited partners often have the right to remove the general partner or cause an early liquidation by simple majority vote, as discussed below. In the case of our separately managed accounts, the investor, rather than us, may control the asset or investment vehicle that holds or has custody of the investments we advise the vehicle to make.

Each investment fund and in the case of our separately managed accounts, the client, engages an investment adviser. Carlyle Investment Management L.L.C. ("CIM") serves as an investment adviser for most of our funds and is registered under the Advisers Act. Our investment advisers or one of their affiliates are entitled to a management fee from each investment fund for which they serve as investment advisers. For a discussion of the management fees to which our investment advisers are entitled across our various types of investment funds, please see "— Incentive Arrangements / Fee Structure" below.

The investment funds themselves do not register as investment companies under the 1940 Act, in reliance on Section 3(c)(7) or Section 7(d) thereof or, typically in the case of funds formed prior to 1997, Section 3(c)(1) thereof. Section 3(c)(7) of the 1940 Act exempts from the 1940 Act's registration requirements investment funds privately placed in the United States whose securities are owned exclusively by persons who, at the time of acquisition of such securities, are "qualified purchasers" as defined under the 1940 Act. Section 3(c)(1) of the 1940 Act exempts from the 1940 Act's registration requirements privately placed investment funds whose securities are beneficially owned by not more than 100 persons. In addition, under certain current interpretations of the SEC, Section 7(d) of the 1940 Act exempts from registration any non-U.S. investment fund all of whose outstanding securities are beneficially owned either by non-U.S. residents or by U.S. residents that are qualified purchasers and purchase their interests in a private placement.

The governing agreements of substantially all of our investment funds provide that, subject to certain conditions, third-party investors in those funds have the right to remove the general partner of the fund or to accelerate the liquidation date of the investment fund without cause by a simple vote of a majority in interest (based on capital commitments) of the investors. In addition, the governing agreements of many of our investment funds generally require investors in those funds to vote to continue the investment period by a vote of a simple majority in interest (based on capital commitments) of the investors in the event that certain "key persons" in our investment funds (for example, Messrs. Conway, D'Aniello and Rubenstein in the case of our private equity funds) do not provide the specified time commitment to the fund or our firm or cease to hold a specified percentage of the economic interests in the general partner or the investment adviser.

Our carry funds and fund of funds vehicles are closed-ended funds. In a closed-ended fund structure, once an investor makes an investment, the investor is generally not able to withdraw or redeem its interest, except in very limited circumstances. Furthermore, each limited partnership contains restrictions on an investor's ability to transfer its interest in the fund. In the few open-ended funds we advise, investors are usually locked-up for a period of time after which they may generally redeem their interests on a quarterly basis.

With respect to our carry funds, investors generally agree to fund their commitment over a period of time. For our private equity funds, the commitment period generally runs until the earlier of (i) the sixth anniversary of the initial closing date or the fifth anniversary of the final closing date of the fund; (ii) the date the general partner cancels such obligation due to changes in applicable laws or when at least a significant portion (which may range between 85% and 90%) of the capital commitments to the fund have been invested, committed or reserved for investments; (iii) the date a supermajority in interest (based on capital commitments) of investors vote to terminate the commitment period; or (iv) the failure of certain key persons to devote a specified amount of time to such fund or Carlyle or to hold a specified percentage of the economic interests in the general partner or the investment adviser. Following the termination of the commitment period, an investor generally will be released from any further obligation with respect to its undrawn capital commitment except to the extent necessary to pay partnership expenses and management fees, complete investments with respect to transactions entered into prior to the end of the commitment period and make follow-on investments in existing companies. Generally, an investor's obligation to fund follow-on investments extends for a period of three years following the end of the commitment period, provided that an investor is generally not required to fund more than a certain percentage (generally 15% to 20%) of such investor's capital commitment in such follow-on investments.

Investors in the latest generation of our real estate funds generally commit to fund their investment for a period of three (Asia), five (Europe) or four (United States) years from the final closing date, provided that the general partner may unilaterally extend such expiration date for one year and may extend it for another year with the consent of a majority of the limited partners or the investment advisory committee for that fund. Investors in the latest generation of our real estate funds are also obligated to continue to make capital contributions with respect to follow-on investments and to repay indebtedness for a period of four years after the original expiration date of the commitment period, as well as to fund partnership expenses and management fees during such extension.

The term of each of the Corporate Private Equity and Real Assets funds generally will end 10 years from the initial closing date, or in some cases, from the final closing date, but such termination date may be earlier in certain limited circumstances or later if extended by the general partner (in many instances with the consent of a majority in interest (based on capital commitments) of the investors or the investment advisory committee) for successive one-year periods, typically up to a maximum of two years.

Incentive Arrangements / Fee Structure

Fund Management Fees. The investment adviser of each of our carry funds generally receives an annual management fee that ranges from 1.0% to 2.0% of the investment fund or vehicle's capital commitments during the investment period. Following the expiration or termination of the investment of such fund the management fees generally step-down to between 0.6% and 2.0% of contributions for unrealized investments. The investment advisor of our fund of funds vehicles receives an annual management fee from such fund of funds vehicles that generally ranges from 0.3% to 1.0% on the fund or vehicle's capital commitments during the first two to five years of the investment period and 0.3% to 1.0% on the lower of cost of the capital invested or fair value of the capital invested thereafter. The investment advisor of our hedge funds receives management fees that range from 1.5% to 2% of NAV per year. The management fees that we receive from our carry funds are payable on a regular basis (typically semi-annually in advance) in the contractually prescribed amounts noted above. The investment adviser of each of our structured credit funds generally receives an annual management fee of 0.4% to 0.5% of assets per annum. With respect to Claren Road, ESG and AlpInvest, we retain a specified percentage of the management fees based on our ownership in the management companies of 55% in the case of Claren Road and ESG and 60% in the case of AlpInvest. The management fees received by our Claren Road and ESG funds have similar characteristics, except that such funds often afford investors increased liquidity through annual, semi-annual or quarterly withdrawal or redemption rights following the expiration of a specified period of time when capital may not be withdrawn (typically between one and three years) and the amount of management fees to which the investment adviser is entitled with respect thereto will proportionately increase as the net asset value of each investor's capital account grows and will proportionately decrease as the net asset value of each investor's capital account decreases.

The general partners or investment advisers to our carry funds receive customary transaction fees upon consummation of many of our funds' acquisition transactions, receive monitoring fees from many of their portfolio companies following acquisition, and may from time to time receive other fees in connection with their activities. The ongoing monitoring fees which they receive are generally calculated as a percentage of a specified financial metric of a particular portfolio company. The transaction fees which they receive are generally calculated as a percentage (that generally range up to 1% and may exceed 1% in certain circumstances) of the total enterprise value of the acquired entity. The management fees charged to limited partner investors are reduced by 50% to 100% of such transaction fees and certain other fees that are received by the general partners and their affiliates.

Performance Fees. The general partner of each of our carry funds and fund of funds vehicles also receives carried interest from the carry fund or fund of funds vehicles. Carried interest entitles the general partner to a special residual allocation of profit on third-party capital. In the case of our carry funds, carried interest is generally calculated on a "realized gain" basis, and each general

partner is generally entitled to a carried interest equal to 20% (or 1.8% to 10%, in the case of most of our fund of funds vehicles) of the net realized profit (generally taking into account unrealized losses) generated by third-party capital invested in such fund. Net realized profit or loss is not netted between or among funds. Our senior Carlyle professionals and other personnel who work in these operations also own interests in the general partners of our carry funds and we allocate a portion of any carried interest that we earn to these individuals in order to better align their interests with our own and with those of the investors in the funds. For most carry funds, the carried interest is subject to an annual preferred limited partner return of 8% or 9%, subject to a catch-up allocation to the general partner. If, as a result of diminished performance of later investments in the life of a carry fund or fund of funds vehicles, the carry fund or fund of funds vehicles does not achieve investment returns that (in most cases) exceed the preferred return threshold or (in almost all cases) the general partner receives in excess of 20% (or 1.8% to 10%, in the case of most of our fund of funds vehicles) of the net profits on third-party capital over the life of the fund, we will be obligated to repay the amount by which the carried interest that was previously distributed to us exceeds amounts to which we are ultimately entitled. This obligation, which is known as a "giveback" obligation, operates with respect to a given carry fund's own net investment performance only and is typically capped at the after tax amount of carried interest received by the general partner. Each recipient of carried interest distributions is individually responsible for his or her proportionate share of any giveback obligation; however, we guarantee the full amount of such "giveback" obligation. Our ability to generate carried interest is an important element of our business and carried interest has historically accounted for a significant portion of our income.

The timing of receipt of carried interest in respect of investments of our carry funds is dictated by the terms of the partnership agreements that govern such funds, which generally allow for carried interest distributions in respect of an investment upon a realization event after satisfaction of obligations relating to the return of capital, any realized losses, applicable fees and expenses and the applicable annual preferred limited partner return. Distributions to eligible senior Carlyle professionals in respect of such carried interest are generally made shortly thereafter. Although Carlyle has rarely been obligated to pay giveback, the giveback obligation, if any, in respect of previously realized carried interest is generally determined and due upon the winding up or liquidation of a carry fund pursuant to the terms of the fund's partnership agreement.

In addition to the carried interest from our carry funds, we are also entitled to receive incentive fees or allocations from certain of our Global Market Strategies funds when the return on AUM exceeds previous calendar-year ending or date-of-investment high-water marks. Our hedge funds generally pay annual incentive fees or allocations equal to 20% of the fund's profits for the year, subject to a high-water mark. The high-water mark is the highest historical NAV attributable to a fund investor's account on which incentive fees were paid and means that we will not earn incentive fees with respect to such fund investor for a year if the NAV of such investor's account at the end of the year is lower that year than any prior year NAV or the NAV at the date of such fund investor's investment, generally excluding any contributions and redemptions for purposes of calculating NAV. We recognize the incentive fees from our hedge funds as they are earned. In these arrangements, incentive fees are recognized when the performance benchmark has been achieved and are included in performance fees in our combined and consolidated statements of operations. These incentive fees are a component of performance fees in our combined and consolidated financial statements and are treated as accrued until paid to us.

Under our arrangements with the historical owners and management team of AlpInvest, such persons are allocated all carried interest in respect of the historical investments and commitments to our fund of funds vehicles that existed as of December 31, 2010, 85% of the carried interest in respect of commitments from the historical owners of AlpInvest for the period between 2011 and 2020 and 60% of the carried interest in respect of all other commitments (including all future commitments from third parties).

As noted above, in connection with raising new funds or securing additional investments in existing funds, we negotiate terms for such funds and investments with existing and potential

investors. The outcome of such negotiations could result in our agreement to terms that are materially less favorable to us than for prior funds we have advised or funds advised by our competitors. See “Risk Factors — Risks Related to Our Business Operations — Our investors in future funds may negotiate to pay us lower management fees and the economic terms of our future funds may be less favorable to us than those of our existing funds, which could adversely affect our revenues.”

Capital Invested in and Alongside Our Investment Funds

To further align our interests with those of investors in our investment funds, we have invested our own capital and that of our senior Carlyle professionals in and alongside the investment funds we sponsor and advise. In addition, certain affiliates of our senior Carlyle professionals (including friends and family members) are permitted, subject to certain restrictions, to invest alongside the investment funds we sponsor and advise. A portion of the proceeds from this offering will be used to fund our general partner capital commitments to our investment funds. Minimum general partner capital commitments to our investment funds are determined separately with respect to each investment fund. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations— Liquidity and Capital Resources” for more information regarding our minimum general partner capital commitments to our funds. Our general partner capital commitments are funded with cash and not with carried interest or through a management fee waiver program.

Investors in many of our carry funds and fund of funds vehicles also generally receive the opportunity to make additional “co-investments” with the investment funds. Co-investments are investments arranged by us that are made by our limited partner investors (and some other investors in some instances) in portfolio companies or other assets, generally on substantially the same terms and conditions as those acquired by the applicable fund. In certain cases, such co-investments may involve additional fees or carried interest. Carlyle and its employees and officers have the right to co-invest with each of the investment funds on a deal-by-deal basis, typically in an amount up to 5% of the investment opportunity (on top of our base commitment). Many of these co-investments are made on an “unpromoted basis” meaning we do not earn management fees or carried interest in respect of such investments.

Corporate Citizenship

We are committed to the principle that building a better business means investing responsibly. In September 2008, Carlyle developed a set of responsible investment guidelines that consider the environmental, social and governance implications of certain investments we make. These guidelines were integral to shaping the corporate social responsibility guidelines later adopted by the members of the Private Equity Growth Capital Council. We have worked to integrate these guidelines into our investment decision-making process for controlling, corporate investments. We are also educating portfolio companies in which we have a controlling interest on the guidelines and encouraging them to review the guidelines at the board level on an annual basis. As part of this process, we released our first corporate citizenship report, which catalogues our corporate citizenship initiatives in detail, including our responsible investment policy and practices and those of some of our portfolio companies.

Building on the investment principles, Carlyle has established a working relationship with the EDF. Through this partnership (and in collaboration with the Payne Firm, an international environmental consulting firm), Carlyle and EDF jointly developed a new due diligence framework for the alternative asset management sector called the “EcoValuScreen.” This framework goes beyond the traditional focus of risk mitigation during the due diligence process by identifying opportunities for operational enhancements that will lead to better environmental and financial performance during the early stages of the investment process. This process enables Carlyle professionals to more effectively evaluate the operations of a target company, identify the most promising environmental management opportunities and incorporate them into the post-investment management, governance and reporting plans of our portfolio companies.

We are also a member of the British Venture Capital Association and seek to ensure that our U.K.-based portfolio companies are compliant, on a voluntary basis, with the Walker Guidelines for Disclosure and Transparency when such companies become subject to these guidelines. Further, we are also a member of the Bundesverband Deutscher Kapitalbeteiligungsgesellschaften (the "BVK"), the German private equity and venture capital trade association. We believe that we are compliant with the BVK Guidelines for Disclosure and Transparency and seek to ensure that our German portfolio companies comply with these guidelines when they required to do so.

Information Technology

Information technology is essential for Carlyle to conduct investment activities, manage internal administration activities and connect a global enterprise. As part of our technology strategy and governance processes, we develop and routinely refine our technology architecture to leverage solutions that will best serve the needs of our investors. Our systems, data, network and infrastructure are continuously monitored and administered by formal controls and risk management processes that also help protect the data and privacy of our employees and investors. Our business continuity plan ensures that all critical business functions continue in an orderly manner in the event of an emergency.

Competition

As a global alternative asset manager, we compete with a broad array of regional and global organizations for both investors and investment opportunities. Generally, our competition varies across business lines, geographies and financial markets. We believe that our competition for investors is based primarily on investment performance; business relationships; the quality of services provided to investors; reputation and brand recognition; pricing; and the relative attractiveness of the particular opportunity in which a particular fund intends to invest. We believe that competition for investment opportunities varies across business lines, but is generally based on industry expertise and potential for value-add; pricing; terms; and the structure of a proposed investment and certainty of execution.

We generally compete with sponsors of public and private investment funds across all of our segments. Within our Corporate Private Equity segment, we also compete with business development companies and operating companies acting as strategic acquirers. In our Global Market Strategies segment, we compete with hedge funds and other CLO issuers. In our Real Assets segment, we also compete with real estate development companies. In addition to these traditional competitors within the global alternative asset management industry, we have increasingly faced competition from local and regional firms, financial institutions and sovereign wealth funds, in the various countries in which we invest. This trend has been especially apparent in emerging markets, where local firms tend to have more established relationships with the companies in which we are attempting to invest. These competitors often fall into one of the aforementioned categories but in some cases may represent new types of investors, including high net worth individuals, family offices and state-sponsored entities.

Some of the entities that we compete with as an alternative asset manager are substantially larger and have greater financial, technical, marketing and other resources and more personnel than we do. Several of our competitors also have recently raised, or are expected to raise, significant amounts of capital and many of them have investment objectives similar to us, which may create additional competition for investment opportunities. Some of these competitors may also have a lower cost of capital and access to funding sources that are not available to us, which may create competitive disadvantages for us when sourcing investment opportunities. In addition, some of

these competitors may have higher risk tolerances, different risk assessments or lower return thresholds, which could allow them to consider a wider range of investments and to bid more aggressively than us for investments. Strategic buyers may also be able to achieve synergistic cost savings or revenue enhancements with respect to a targeted portfolio company, which may provide them with a competitive advantage in bidding for such investments.

Employees

We believe that one of the strengths and principal reasons for our success is the quality and dedication of our people. As of September 30, 2011, we employed more than 1,200 individuals, including more than 500 investment professionals, located in 33 offices across six continents.

Regulatory and Compliance Matters

United States

Our businesses, as well as the financial services industry generally, are subject to extensive regulation in the United States and elsewhere. The SEC and other regulators around the globe have in recent years significantly increased their regulatory activities with respect to alternative asset management firms. Certain of our businesses are subject to compliance with laws and regulations of U.S. federal and state governments, non-U.S. governments, their respective agencies and/or various self-regulatory organizations or exchanges, and any failure to comply with these regulations could expose us to liability and/or reputational damage. Our businesses have operated for many years within a legal framework that requires our being able to monitor and comply with a broad range of legal and regulatory developments that affect our activities. However, additional legislation, changes in rules promulgated by regulators or changes in the interpretation or enforcement of existing laws and rules, either in the United States or elsewhere, may directly affect our mode of operation and profitability.

Certain of our subsidiaries are registered as investment advisers with the SEC. Registered investment advisers are subject to the requirements and regulations of the Advisers Act. Such requirements relate to, among other things, fiduciary duties to advisory clients, maintaining an effective compliance program, solicitation agreements, conflicts of interest, recordkeeping and reporting requirements, disclosure requirements, limitations on agency cross and principal transactions between an advisor and advisory clients and general anti-fraud prohibitions. In addition, our investment advisers are subject to routine periodic examinations by the staff of the SEC. As a result of prior examinations, certain additional policies and procedures have been put into place in response to the SEC's recommendations, but no material changes to our investment advisers' operations have been made. Our investment advisers also have not been subject to any regulatory or disciplinary actions by the SEC. In addition, if in the future we were to sponsor a registered investment company under the 1940 Act, such registered investment company and our subsidiary that serves as its investment adviser would be subject to the 1940 Act and the rules thereunder, which, among other things, regulate the relationship between a registered investment company and its investment adviser and prohibit or severely restrict principal transactions and joint transactions.

TCG Securities, L.L.C., the affiliate entity through which we conduct marketing and fundraising activities, is registered as a limited purpose broker/dealer with the SEC and the state securities bureaus, and is also a member of the Financial Industry Regulatory Authority ("FINRA"), and operates under the international broker/dealer exemption in the Canadian provinces of Alberta, British Columbia, Ontario and Quebec. Our broker/dealer is subject to regulation and examination by the SEC, as well as by the state securities regulatory agencies. Additionally, FINRA, a self-regulatory organization that is subject to SEC oversight, maintains regulatory authority over all securities firms doing business in the United States, including our broker/dealer, adopts and enforces rules governing the activities of its member firms and conducts cycle examinations and targeted sweep inquiries on issues of immediate concern, among other roles and responsibilities.

Broker/dealers are subject to rules relating to transactions on a particular exchange and/or market, and rules relating to the internal operations of the firms and their dealings with customers including, but not limited to the form or organization of the firm, qualifications of associated persons, officers and directors, net capital and customer protection rules, books and records and financial statements and reporting. In particular, as a result of its registered status, our broker/dealer is subject to the SEC's uniform net capital rule, Rule 15c3-1, which specifies both the minimum level of net capital a broker/dealer must maintain relative to the scope of its business activities and net capital liquidity parameters. The SEC and FINRA require compliance with key financial responsibility rules including maintenance of adequate funds to meet expenses and contractual obligations, as well as early warning rules that compel notice to the regulators via accelerated financial reporting anytime a firm's capital falls below the minimum required level. The uniform net capital rule limits the amount of qualifying subordinated debt that is treated as equity to a specific percentage under the debt-to-equity ratio test, and further limits the withdrawal of equity capital, which is subject to specific notice provisions. Finally, compliance with net capital rules may also limit a firm's ability to expand its operations, particularly to those activities that require the use of capital.

In connection with our acquisition on July 1, 2011 of ESG and Emerging Sovereign Partners LLC ("ESP"), which operate together as an emerging markets equities and macroeconomic strategies investment manager, we and our three founders were each required to register with the United States Commodity Futures Trading Commission (the "CFTC") and the National Futures Commission (the "NFA") as Principals of ESG and ESP. ESG and ESP are both registered with the CFTC and the NFA as Commodity Pool Operators (and with respect to ESG, also as a Commodity Trading Advisor). The requirement to register as a Principal of ESG and ESP was triggered by the fact that, as a result of the acquisition, we and our three founders each hold more than ten percent of a class of securities of ESG and ESP.

United Kingdom

CELF Advisors LLP and CECP Advisors LLP, two of our subsidiaries, are authorized in the United Kingdom under the Financial Services and Markets Act 2000 (the "FSMA") and have permission to engage in a number of corporate finance activities regulated under FSMA, including advising, dealing as principal or agent and arranging deals in relation to certain types of investments. FSMA and related rules govern most aspects of investment businesses, including sales, research and trading practices, provision of investment advice, corporate finance, use and safekeeping of client funds and securities, regulatory capital, record keeping, margin practices and procedures, approval standards for individuals, anti-money laundering, periodic reporting and settlement procedures. The Financial Services Authority is responsible for administering these requirements and our compliance with them. Violations of these requirements may result in censures, fines, imposition of additional requirements, injunctions, restitution orders, revocation or modification of permissions or registrations, the suspension or expulsion from certain "controlled functions" within the financial services industry of officers or employees performing such functions or other similar consequences.

Other Jurisdictions

Carlyle MENA Investment Advisors Limited, one of our subsidiaries, is incorporated in the Dubai International Financial Centre (the "DIFC") as a Category 3 authorized firm licensed by the Dubai Financial Services Authority (the "DFSA") and has authorization to engage in certain financial activities regulated under the DFSA rules, including managing collective investment funds, arranging credit or deals in certain types of investments, advising on certain types of financial products or credit and arranging custody. The DFSA rules govern the financial services and investment businesses undertaken in or from the DIFC, including without limitation sales, research and trading practices, provision of investment advice, fund management and fund administration, provision of advisory services, corporate finance, use and safekeeping of client funds and securities, regulatory capital, record keeping, margin practices and procedures, approval standards for

individuals, compliance, anti-money laundering, periodic reporting and settlement procedures. The DFSA is responsible for administering and regulating these requirements and our compliance with them. Violations of these requirements may result in censures, fines, imposition of additional requirements, injunctions, restitution orders, revocation or modification of authorizations or registrations, the suspension or expulsion from certain licensed functions within the financial services industry of officers or employees performing such functions or other similar consequences.

Claren Road Asia Limited ("CRAL"), one of our subsidiaries, is licensed in Hong Kong under the Securities and Futures Ordinance (the "SFO") to carry on the regulated activity of asset management (Type 9 licence). The Hong Kong Securities and Futures Commission is responsible for administering requirements relating to the SFO and CRAL's compliance with them. Violations of these requirements may result in censures, fines, imposition of additional requirements, injunctions, restitution orders, revocation or modification of permissions or registrations and the suspension or expulsion from carrying on regulated activities within the financial services industry of officers or employees performing such functions or other similar consequences.

Two of our subsidiaries, Carlyle Mauritius Investment Advisor Limited ("Carlyle Mauritius") and Carlyle Mauritius CIS Investment Management Limited ("Carlyle CIS Manager") are licensed providers of investment management services in the Republic of Mauritius and are subject to applicable Mauritian securities laws and the oversight of the Financial Services Commission (Mauritius) (the "FSC"). Each of Carlyle Mauritius and Carlyle CIS Manager is subject to limited regulatory requirements under the Mauritian Securities Act 2005, Mauritian Financial Services Act 2007 and relevant ancillary regulations, including, ongoing reporting and record keeping requirements, anti-money laundering obligations, obligations to ensure that it and its directors, key officers and representatives are fit and proper and requirements to maintain positive shareholders' equity. FSC is responsible for administering these requirements and ensuring the compliance of Carlyle Mauritius and Carlyle CIS Manager with them. If Carlyle Mauritius or Carlyle CIS Manager contravenes any such requirements, such entities and/or their officers or representatives may be subject to a fine, reprimand, prohibition order or other regulatory sanctions.

In addition, Carlyle Mauritius holds a "Foreign Institutional Investor" license from the Securities and Exchange Board of India (the "SEBI"). The license entitles Carlyle Mauritius, for itself and approved sub-licensees, to engage in limited activities in India as set out in the "SEBI Foreign Investor Regulations, 1995," as amended from time to time. Carlyle Mauritius is subject to the oversight and supervision of SEBI in relation to the approved activities. If Carlyle Mauritius contravenes any such requirements, Carlyle Mauritius and/or its officers or representatives may be subject to a fine, reprimand, prohibition order or other regulatory sanctions from SEBI.

In addition, we and/or our affiliates and subsidiaries may become subject to additional regulatory demands in the future to the extent we expand our investment advisory business in existing and new jurisdictions.

Carlyle Australia Equity Management Pty Limited ("CAEM"), one of our subsidiaries, is incorporated in Australia and is licensed by the Australian Securities and Investments Commission as an Australian financial services licensee. As an Australian financial services licensee, CAEM is authorized to carry on a financial services business to (a) provide financial product advice in respect of interests in managed investment schemes and securities to wholesale clients and (b) deal in financial products by arranging for another person to issue, apply for, acquire, vary or dispose of financial products in respect of interests in managed investment schemes and securities to wholesale clients. CAEM is subject to regulatory requirements under the *Corporations Act* 2001 (Cth) ("CA") and other financial services laws in Australia.

Properties

Our principal executive offices are located in leased office space at 1001 Pennsylvania Avenue, NW, Washington, D.C. We also lease the space for our other 32 offices, including our office in

Arlington, Virginia, which houses our treasury and finance functions. We do not own any real property. We consider these facilities to be suitable and adequate for the management and operation of our business.

Legal Proceedings

From time to time we are involved in various legal proceedings, lawsuits and claims incidental to the conduct of our business. Our businesses are also subject to extensive regulation, which may result in regulatory proceedings against us.

In September 2006 and March 2009, we received requests for certain documents and other information from the Antitrust Division of the DOJ in connection with the DOJ's investigation of global alternative asset management firms to determine whether they have engaged in conduct prohibited by U.S. antitrust laws. We have fully cooperated with the DOJ's investigation. There can be no assurance as to the direction this inquiry may take in the future or whether it will have an adverse impact on the private equity industry in some unforeseen way.

On February 14, 2008, a private class-action lawsuit challenging "club" bids and other alleged anti-competitive business practices was filed in the U.S. District Court for the District of Massachusetts (*Police and Fire Retirement System of the City of Detroit v. Apollo Global Management, LLC*). The complaint alleges, among other things, that certain global alternative asset management firms, including Carlyle, violated Section 1 of the Sherman Act by, among other things, forming multi-sponsor consortiums for the purpose of bidding collectively in certain going private transactions, which the plaintiffs allege constitutes a "conspiracy in restraint of trade." The plaintiffs seek damages as provided for in Section 4 of the Clayton Act and an injunction against such conduct in restraint of trade in the future. While Carlyle believes the claims are without merit and will vigorously contest all claims, it is difficult to determine what impact, if any, this litigation (and any future related litigation), together with any increased governmental scrutiny or regulatory initiatives, will have on the private equity industry generally or on Carlyle.

Along with many other companies and individuals in the financial sector, Carlyle and one of our corporate mezzanine funds (CMP I) are named as defendants in *Foy v. Austin Capital*, a case filed in June 2009, pending in the state of New Mexico's First Judicial District Court, County of Santa Fe, which purports to be a *qui tam* suit on behalf of the State of New Mexico. The suit alleges that investment decisions by New Mexico public investment funds were improperly influenced by campaign contributions and payments to politically connected placement agents. The plaintiffs seek, among other things, actual damages, actual damages for lost income, rescission of the investment transactions described in the complaint and disgorgement of all fees received. In May 2011, the Attorney General of New Mexico moved to dismiss certain defendants including Carlyle and CMP I on the ground that separate civil litigation by the Attorney General is a more effective means to seek recovery for the State from these defendants. The Attorney General has brought two civil actions against certain of those defendants, not including the Carlyle defendants. The Attorney General has stated that its investigation is continuing and it may bring additional civil actions. We are currently unable to anticipate when the litigation will conclude, or what impact the litigation may have on us.

In July 2009, a former shareholder of Carlyle Capital Corporation Limited claiming to have lost $20.0 million, filed a claim against CCC, Carlyle and certain of our affiliates and one of our officers (*Huffington v. TC Group L.L.C. et al.)* alleging violations of Massachusetts "blue sky" law provisions and related claims involving material misrepresentations and omissions allegedly made during and after the marketing of CCC. The plaintiff seeks treble damages, interest, expenses and attorney's fees and to have the subscription agreement deemed null and void and a full refund of the investment. In March 2010, the United States District Court for the District of Massachusetts dismissed the plaintiff's complaint on the grounds that it should have been filed in Delaware instead of Massachusetts, and the plaintiff subsequently filed a notice of appeal to the United States Court of Appeals for the First Circuit. The plaintiff lost his appeal to the First Circuit and has filed a new claim in Delaware state

court. Defendants are awaiting a ruling on a motion for summary judgment. The defendants are vigorously contesting all claims asserted by the plaintiff. In November 2009, another CCC investor instituted legal proceedings on similar grounds in Kuwait's Court of First Instance (*National Industries Group v. Carlyle Group*) seeking to recover losses incurred in connection with an investment in CCC. In July 2011, the Delaware Court of Chancery issued a decision restraining the plaintiff from proceeding in Kuwait against either Carlyle Investment Management L.L.C. or TC Group, L.L.C., based on the forum selection clause in the plaintiff's subscription agreement, which provided for exclusive jurisdiction in Delaware courts. In September 2011, the plaintiff reissued its complaint in Kuwait naming CCC only, but, in December 2011, expressed an intent to reissue its complaint joining Carlyle Investment Management L.L.C. as a defendant. We believe these claims are without merit and intend to vigorously contest all such allegations.

The Guernsey liquidators who took control of CCC in March 2008 filed four suits in July 2010 against Carlyle, certain of our affiliates and the former directors of CCC in the Delaware Chancery Court, the Royal Court of Guernsey, the Superior Court of the District of Columbia and the Supreme Court of New York, New York County, (*Carlyle Capital Corporation Limited v. Conway et al.*) seeking $1.0 billion in damages. They allege that Carlyle and the CCC board of directors were negligent, grossly negligent or willfully mismanaged the CCC investment program and breached certain fiduciary duties allegedly owed to CCC and its shareholders. The Liquidators further allege (among other things) that the directors and Carlyle put the interests of Carlyle ahead of the interests of CCC and its shareholders and gave priority to preserving and enhancing Carlyle's reputation and its "brand" over the best interests of CCC. The defendants filed a comprehensive motion to dismiss in Delaware in October 2010. In December 2010, the Liquidators dismissed the complaint in Delaware voluntarily and without prejudice and expressed an intent to proceed against the defendants in Guernsey. Carlyle filed an action in Delaware seeking an injunction against the Liquidators to preclude them from proceeding in Guernsey in violation of a Delaware exclusive jurisdiction clause contained in the investment management agreement. In July 2011, the Royal Court of Guernsey held that the case should be litigated in Delaware pursuant to the exclusive jurisdiction clause. That ruling recently was reversed by the Court of Appeals and the parties are awaiting written reasons explaining the basis for the decision. In October 2011, the plaintiffs obtained an *ex parte* anti-anti-suit injunction in Guernsey against Carlyle's anti-suit claim in Delaware. That ruling also is on appeal in Guernsey. The Liquidators' lawsuits in New York and the District of Columbia were dismissed in December 2011 without prejudice. We believe that regardless of where the claims are litigated, they are without merit and we will vigorously contest all allegations. We recognized a loss of $152.3 million in 2008 in connection with the winding up of CCC.

In June 2011, August 2011, and September 2011, three putative shareholder class actions were filed against Carlyle, certain of our affiliates and former directors of CCC alleging that the fund offering materials and various public disclosures were materially misleading or omitted material information. Two of the shareholder class actions, (*Phelps* v. *Stomber, et al.*) and (*Glaubach* v. *Carlyle Capital Corporation Limited, et al.*), were filed in the United States District Court for the District of Columbia. The most recent shareholder class action (*Phelps* v. *Stomber, et al.*) was filed in the Supreme Court of New York, New York County and has subsequently been removed to the United States District Court for the Southern District of New York. The two original D.C. cases were consolidated into one case, under the caption of *Phelps v. Stomber,* and the Phelps named plaintiffs have been designated "lead plaintiffs" by the court. The New York case has been transferred to the D.C. federal court and the plaintiffs have requested that it be consolidated with the other two D.C. actions. The defendants have opposed and have moved to dismiss the case as duplicative. The plaintiffs in all three cases seek all compensatory damages sustained as a result of the alleged misrepresentations, costs and expenses, as well as reasonable attorney fees. The defendants have filed a comprehensive motion to dismiss. We believe the claims are without merit and will vigorously contest all claims.

MANAGEMENT

Directors and Executive Officers

The following table sets forth the names, ages and positions of the directors and executive officers of our general partner, Carlyle Group Management L.L.C.

Name	Age	Position
William E. Conway, Jr.	62	Director of Carlyle Group Management L.L.C., Founder and Co-Chief Executive Officer
Daniel A. D'Aniello	65	Director of Carlyle Group Management L.L.C., Founder and Chairman
David M. Rubenstein	62	Director of Carlyle Group Management L.L.C., Founder and Co-Chief Executive Officer
Glenn A. Youngkin	45	Chief Operating Officer
Adena T. Friedman	42	Chief Financial Officer
Jeffrey W. Ferguson	46	General Counsel

William E. Conway, Jr. Mr. Conway is a founder and Co-Chief Executive Officer of Carlyle. He is also the firm's Chief Investment Officer. Prior to forming Carlyle in 1987, Mr. Conway was the Senior Vice President and Chief Financial Officer of MCI Communications Corporation ("MCI"). Mr. Conway was a Vice President and Treasurer of MCI from 1981 to 1984. Mr. Conway received his B.A. from Dartmouth College and his M.B.A. in finance from the University of Chicago Graduate School of Business. He served as the Chairman of the Board of Nextel Communications, Inc. and United Defense Industries, Inc. Mr. Conway has also served on the Board of Directors of Hertz Global Holdings, Inc. as well as several private companies in which Carlyle had significant interests.

Daniel A. D'Aniello. Mr. D'Aniello is a founder and Chairman of Carlyle. Prior to forming Carlyle in 1987, Mr. D'Aniello was the Vice President for Finance and Development at Marriott Corporation for eight years. Before joining Marriott, Mr. D'Aniello was a financial officer at PepsiCo, Inc. and Trans World Airlines. Mr. D'Aniello is a 1968 magna cum laude graduate of Syracuse University, where he was a member of Beta Gamma Sigma, and a 1974 graduate of the Harvard Business School, where he was a Teagle Foundation Fellow. Mr. D'Aniello is a member of The Council for United States and Italy; the Lumen Institute; the U.S. — China CEO and Former Senior Officials' Dialogue of the U.S. Chamber of Commerce; the Board of Trustees of the American Enterprise Institute for Public Research; the Board of Trustees of Syracuse University; the Chancellor's Council; and the Corporate Advisory Council to the Martin J. Whitman School of Management. Mr. D'Aniello also currently serves and has served as chairman and/or director of several private companies in which Carlyle has or had significant investment interests.

David M. Rubenstein. Mr. Rubenstein is a founder and Co-Chief Executive Officer of Carlyle. Prior to forming Carlyle in 1987, Mr. Rubenstein practiced law in Washington, D.C. with Shaw, Pittman, Potts & Trowbridge LLP (now Pillsbury, Winthrop, Shaw Pittman LLP). From 1977 to 1981 Mr. Rubenstein was Deputy Assistant to the President for Domestic Policy. From 1975 to 1976, he served as Chief Counsel to the U.S. Senate Judiciary Committee's Subcommittee on Constitutional Amendments. From 1973 to 1975, Mr. Rubenstein practiced law in New York with Paul, Weiss, Rifkind, Wharton & Garrison LLP. Mr. Rubenstein is a 1970 magna cum laude graduate of Duke University, where he was elected Phi Beta Kappa. Following Duke, Mr. Rubenstein graduated in 1973 from The University of Chicago Law School. Among other philanthropic endeavors, Mr. Rubenstein is the Chairman of the John F. Kennedy Center for the Performing Arts, a Regent of the Smithsonian Institution, President of the Economic Club of Washington and on the Boards of Directors or Trustees of Duke University (Vice Chair), Johns Hopkins University, University of Chicago, the Brookings Institution (Vice Chair), the Lincoln Center for the Performing Arts, the Council on Foreign Relations and the Institute for Advanced Study.

Glenn A. Youngkin. Mr. Youngkin is Chief Operating Officer of Carlyle and serves on Carlyle's Management Committee. From October 2010 until March 2011, Mr. Youngkin served as Carlyle's

interim principal financial officer. From 2005 to 2008, Mr. Youngkin was the Global Head of the Industrial Sector investment team. From 2000 to 2005, Mr. Youngkin led Carlyle's buyout activities in the United Kingdom and from 1995 to 2000, he was a member of the U.S. buyout team. Prior to joining Carlyle in 1995, Mr. Youngkin was a management consultant with McKinsey & Company and he also previously worked in the investment banking group at CS First Boston. Mr. Youngkin received a B.S. in mechanical engineering and a B.A. in managerial studies from Rice University and an M.B.A. from the Harvard Business School, where he was a Baker Scholar. Mr. Youngkin currently serves on the Board of Directors of Kinder Morgan, Inc. as well as several other Carlyle portfolio companies. Mr. Youngkin also serves on the Board of Trustees of the Langley School and AlphaUSA and the Board of Directors of the Rice Management Company.

Adena T. Friedman. Ms. Friedman is Chief Financial Officer and has served in such capacity for Carlyle since March 2011. Prior to joining Carlyle in March 2011, Ms. Friedman was the Chief Financial Officer and Executive Vice President of Corporate Strategy for The NASDAQ OMX Group, Inc. In August 2009, Ms. Friedman assumed the role of CFO, responsible for all financial, tax, investor relations, enterprise risk management and investment matters. As head of Corporate Strategy from 2003 to 2011, Ms. Friedman's responsibilities also included identifying and developing strategic opportunities, including all M&A, for NASDAQ OMX. From 2000 to 2009, Ms. Friedman also served as the Executive Vice President of the Global Data Products business, a $250M revenue business unit within NASDAQ OMX. Ms. Friedman joined NASDAQ in 1993, where she served in several roles, including Senior Vice President of NASDAQ Data Products, Director of Product Management for several trading-related products, and Marketing Manager. Ms. Friedman earned an M.B.A. from Owen Graduate School of Management, Vanderbilt University, in Nashville, Tennessee. She holds a B.A. in political science from Williams College in Massachusetts.

Jeffrey W. Ferguson. Mr. Ferguson is General Counsel and has served in such capacity for Carlyle since 1999. Prior to joining Carlyle, Mr. Ferguson was an associate with the law firm of Latham & Watkins LLP. Mr. Ferguson received a B.A. from the University of Virginia, where he was a member of Phi Beta Kappa. He also received his law degree from the University of Virginia, and is admitted to the bars of the District of Columbia and Virginia.

There are no family relationships among any of the directors or executive officers of our general partner.

Composition of the Board of Directors after this Offering

Prior to the closing of this offering, we expect that additional directors, including directors who are independent in accordance with the criteria established by the NASDAQ Global Select Market for independent board members, will be appointed to the board of directors of our general partner, Carlyle Group Management L.L.C., an entity wholly owned by our senior Carlyle professionals. Following these additions, we expect that the board of directors of our general partner will consist of directors, of whom will be independent. Mubadala has waived the right under its subscription agreement to nominate a member of the board of directors of our general partner.

The limited liability company agreement of Carlyle Group Management L.L.C. establishes a board of directors that will be responsible for the oversight of our business and operations. Our common unitholders will have no right to elect the directors of our general partner unless, as determined on January 31 of each year, the total voting power held by holders of the special voting units in The Carlyle Group L.P. (including voting units held by our general partner and its affiliates) in their capacity as such, or otherwise held by then-current or former Carlyle personnel (treating voting units deliverable to such persons pursuant to outstanding equity awards as being held by them), collectively, constitutes less than 10% of the voting power of the outstanding voting units of The Carlyle Group L.P. Unless and until the foregoing voting power condition is satisfied, our general partner's board of directors will be elected in accordance with its limited liability company agreement, which provides that directors may be appointed and removed by members of our general partner holding a majority in interest of the voting power of the members, which voting power is allocated to each member ratably according to his or her aggregate ownership of our

common units and partnership units. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Election of Directors of General Partner."

The Carlyle Group L.P. is a limited partnership that is advised by our general partner. We intend to avail ourselves of the limited partnership exception from certain governance rules, which eliminates the requirements that we have a majority of independent directors on our board of directors and that we have independent director oversight of executive officer compensation and director nominations. In addition, we will not be required to hold annual meetings of our common unitholders.

Director Qualifications

When determining that each of Messrs. Conway, D'Aniello and Rubenstein is particularly well-suited to serve on the board of directors of our general partner and that each individual has the experience, qualifications, attributes and skills, taken as a whole, to enable our board of directors to satisfy its oversight responsibilities effectively, we considered the experience and qualifications of each described above under "Management— Directors and Executive Officers." We also noted that these three individuals are the original founders of our firm. Each of Messrs. Conway, D'Aniello and Rubenstein has played an integral role in our firm's successful growth since its founding in 1987 and developed a unique and unparalleled understanding of our business. Finally, we also noted that these three individuals are our largest equity owners and, as a consequence of such alignment of interest with our other equity owners, has additional motivation to diligently fulfill his oversight responsibilities as a member of the board of directors of our general partner.

Committees of the Board of Directors

The board of directors of Carlyle Group Management L.L.C. has established an executive committee. We anticipate that prior to this offering, the board of directors of Carlyle Group Management L.L.C. will establish an audit committee and will adopt a charter for the audit committee that complies with current federal and NASDAQ Global Select Market rules relating to corporate governance matters. We also anticipate that the board of directors of Carlyle Group Management L.L.C. will establish a conflicts committee. The board of directors of our general partner may establish other committees from time to time.

Audit committee. The purpose of the audit committee of the board of directors of Carlyle Group Management L.L.C. will be to provide assistance to the board of directors in fulfilling its obligations with respect to matters involving our accounting, auditing, financial reporting, internal control and legal compliance functions, including, without limitation, assisting the board of director's oversight of (1) the quality and integrity of our financial statements, (2) our compliance with legal and regulatory requirements, (3) our independent registered public accounting firm's qualifications and independence, and (4) the performance of our independent registered public accounting firm and our internal audit function, and directly appointing, retaining, reviewing and terminating our independent registered public accounting firm. The members of our audit committee will meet the independence standards for service on an audit committee of a board of directors pursuant to federal and NASDAQ Global Select Market rules relating to corporate governance matters, including the permitted transition period for newly-reporting issuers.

Conflicts committee. The board of directors of Carlyle Group Management L.L.C. will establish a conflicts committee that will be charged with reviewing specific matters that our general partner's board of directors believes may involve conflicts of interest. The conflicts committee will determine if the resolution of any conflict of interest submitted to it is fair and reasonable to us. Any matters approved by the conflicts committee will be conclusively deemed to be fair and reasonable to us and not a breach by us of any duties we may owe to our common unitholders. In addition, the conflicts committee may review and approve any related person transactions, other than those that are approved pursuant to our related person policy, as described under "Certain Relationships and Related Person Transactions — Statement of Policy Regarding Transactions with Related Persons," and may establish guidelines or rules to cover specific categories of transactions. The members of the conflicts committee will have been determined by the board to meet the independence standards

for service on an audit committee of a board of directors pursuant to federal and NASDAQ Global Select Market rules relating to corporate governance matters.

Executive committee. The executive committee of the board of directors of Carlyle Group Management L.L.C. currently consists of Messrs. Conway, D'Aniello and Rubenstein. The board of directors has delegated all of the power and authority of the full board of directors to the executive committee to act when the board of directors is not in session.

Compensation Committee Interlocks and Insider Participation

We do not have a compensation committee. Our founders, Messrs. Conway, D'Aniello and Rubenstein, have historically made all final determinations regarding executive officer compensation. The board of directors of our general partner has determined that maintaining our current compensation practices following this offering is desirable and intends that these practices will continue. Accordingly, the board of directors of our general partner does not intend to establish a compensation committee. For a description of certain transactions between us and Messrs. Conway, D'Aniello and Rubenstein, see "Certain Relationships and Related Person Transactions."

Director Compensation

Our general partner, Carlyle Group Management L.L.C., was formed on July 18, 2011. Currently, all of the individuals who serve as directors of our general partner are also named executive officers who do not receive any separate compensation for service on the board of directors or on any committee of the board of directors of our general partner and whose compensation is disclosed in the Summary Compensation Table under "— Executive Compensation — Summary Compensation Table." Accordingly, we have not presented a Director Compensation Table.

Following this offering, our employees who serve as directors of our general partner will receive no separate compensation for service on the board of directors or on committees of the board of directors of our general partner. Each non-employee director will receive an annual retainer of $175,000, $125,000 of which will be payable in cash and $50,000 of which will be payable in the form of an annual deferred restricted unit award. An additional $20,000 cash retainer will be payable annually to the chairman of the audit committee. Non-employee directors who are appointed to serve on the board of directors of our general partner at the time of this offering will also receive $200,000 of deferred restricted units under our Equity Incentive Plan, which will vest in equal annual installments over the following three years, subject to the recipient's continued service as a director. In addition, each director will be reimbursed for reasonable out-of-pocket expenses incurred in connection with such service.

Executive Compensation

Compensation Discussion and Analysis

Compensation Philosophy

Our business as an alternative asset management firm is dependent on the services of our named executive officers and other key employees. Among other things, we depend on their ability to find, select and execute investments, oversee and improve portfolio company operations, find and develop relationships with fund investors and other sources of capital and provide other services essential to our success. Therefore, it is important that our key employees are compensated in a manner that motivates them to excel and encourages them to remain with our firm.

Our compensation policy has three primary objectives: (1) establish a clear relationship between performance and compensation, (2) align long-term incentives with our fund investors and common unitholders and (3) comply with applicable laws and regulations.

We believe that the key to achieving these objectives is an organized, unbiased approach that is well understood, responsive to changes in the industry and the general labor market, and, above all, flexible and timely. We seek to pursue these objectives to the extent that our financial situation and other factors permit.

Our senior Carlyle professionals and other key employees invest a significant amount of their own capital in or alongside the funds we advise. These investments are funded with cash and not with deferral of management or incentive fees. In addition, these individuals may be allocated a portion of the carried interest or incentive fees payable in respect of our investment funds. We believe that this approach of seeking to align the interests of our key employees with those of the investors in our funds has been a key contributor to our strong performance and growth. We also believe that continued equity ownership by our named executive officers once we are a public company will result in significant alignment of their interests with those of our common unitholders.

Our chairman, Daniel A. D'Aniello and our two co-chief executive officers, William E. Conway, Jr. and David M. Rubenstein, are our founders and co-principal executive officers. We refer to our founders, together with Glenn A. Youngkin, our chief operating officer, Adena T. Friedman, our chief financial officer, and Jeffrey W. Ferguson, our general counsel, as our "named executive officers." Mr. Youngkin served as our interim principal financial officer from October 2010 until March 2011. Effective on March 28, 2011, Adena T. Friedman became our principal financial officer.

With the exception of our employment agreement with Ms. Friedman described below under "— Employment Agreement with Ms. Friedman," we do not have employment agreements with any of our executive officers. Our founders have entered into non-competition and non-solicitation agreements with us described below under "— Summary Compensation Table — Founders' Non-Competition and Non-Solicitation Agreements" and are also subject to certain limitations on cash compensation pursuant to commitments made to CalPERS and Mubadala described below under "— Compensation Elements — Annual Cash Bonuses."

Compensation Elements

The primary elements of our compensation program are base salary, annual cash bonuses and long-term incentives, such as the ownership of carried interest. We believe that the elements of compensation for our named executive officers serve the primary objectives of our compensation program. However, we intend to periodically review the compensation of our named executive officers, and we may make changes to the compensation structure relating to one or more named executive officers based on the outcome of such reviews from time to time. Following this offering, compensation decisions and those regarding the allocation of carried interest to our senior Carlyle professionals and other employees will continue to be made by our founders and other senior Carlyle professionals and not by our independent directors.

Base Salary. For 2011, each of our named executive officers was paid an annual salary of $275,000. We believe that the base salary of our named executive officers should typically not be the most significant component of total compensation. Our founders determined that this amount was a sufficient minimum base salary for our named executive officers and decided that it should be the same for all named executive officers.

Annual Cash Bonuses. For 2011, our named executive officers were awarded cash bonuses, part of which were paid in December 2011 and the balance of which we expect to be paid in March 2012. The amounts of these bonuses were $3,545,850 for each of our founders, $3,000,000 for Mr. Youngkin, $1,900,000 for Ms. Friedman and $1,100,000 for Mr. Ferguson. The discretionary bonuses to our named executive officers were recommended by Mr. D'Aniello and were approved by all three of our founders. The subjective factors that contributed to the determination of the bonus amounts included an assessment of the performance of Carlyle and the investments of the funds that we advise, the contributions of the named executive officer to our development and success during 2011 and the named executive officer's tenure at his or her level. More specifically, in assessing Mr. Conway's performance and individual contribution, we considered his service as the firm's Chief Investment Officer, leadership of the investment process and decisions by our Corporate Private Equity and Global Market Strategies segments, which executed a significant number of successful investments in 2011 and his work in overseeing the management of the existing investment portfolio during this period. In assessing Mr. D'Aniello's performance and individual contribution, we considered his service as the Chief Investment Officer for our Real Assets funds and his role in overseeing all administrative operations of

our firm. In assessing Mr. Rubenstein's performance and individual contribution, we considered his oversight of our investor relations team and the capital commitments to our funds that were raised during the year and his leadership on the strategic direction of the firm. In assessing Mr. Youngkin's performance and individual contribution, we considered his significant efforts in leading the expansion of our investment platform through acquisitions, oversight of our business on a global basis and his role as interim Chief Financial Officer. In assessing Ms. Friedman's performance and individual contribution we considered her strategic role in leading and expanding the capabilities of our finance and accounting functions during 2011, her contributions in expanding the platform and capabilities of our information technology function, as well as her strategic leadership to the founders and senior management across the firm. Finally, in assessing Mr. Ferguson's performance and individual contributions, we considered his oversight of our global legal and compliance functions as well as the tax department and his role with respect to the strategic initiatives undertaken by the firm. Ms. Friedman was guaranteed a minimum bonus of $1,725,000 pursuant to our contractual arrangements with her. The amounts of the annual bonuses paid to our founders were limited to $3,545,850 pursuant to a commitment that we made to CalPERS at the time of their investment in our firm in 2001. CalPERS sought this limitation to ensure that the interests of our founders would be aligned with their own. When Mubadala later invested in our firm in 2007, they sought, and received, the same commitment.

Carried Interest. The general partners of our carry funds typically receive a special residual allocation of income, which we refer to as a carried interest, from our investment funds if investors in such funds achieve a specified threshold return. While the Parent Entities own controlling equity interests in these fund general partners, our senior Carlyle professionals and other personnel who work in these operations directly own a portion of the carried interest in these entities, in order to better align their interests with our own and with those of the investors in these funds. Following the reorganization described in "Ownership Structure," these individuals will own approximately 45% of any carried interest in respect of investments made by our carry funds, with the exception of our energy and renewable resources funds, where we will retain essentially all of the carry to which we are entitled under our arrangements with Riverstone. Pursuant to commitments we made to CalPERS and Mubadala at the times of those institutions' investments in our firm, our founders own all of their equity interests in our firm through their ownership interests in the Parent Entities and, accordingly, do not own carried interest at the fund level, but instead benefit, together with our other equity owners, from the carried interest and other income that is retained by the firm through our founders' ownership interests in the Parent Entities. In addition, we generally seek to concentrate the direct ownership of carried interest in respect of each carry fund among those of our professionals who directly work with that fund so as to align their interests with those of our fund investors and of our firm. Accordingly, Ms. Friedman, like our founders, does not receive allocations of direct carried interest ownership at the fund level.

Carried interest, if any, in respect of any particular investment is only paid in cash when the underlying investment is realized. To the extent any "giveback" obligation is triggered, carried interest previously distributed by the fund would need to be returned to such fund. Our professionals who receive direct allocations of carried interest at the fund level are personally subject to the "giveback" obligation, pursuant to which they may be required to repay carried interest previously distributed to them, thereby reducing the amount of cash received by such recipients for any such year. Because the amount of carried interest payable is directly tied to the realized performance of the underlying investments, we believe this fosters a strong alignment of interests among the investors in those funds and the professionals who are allocated direct carried interest, and thus will indirectly benefit our unitholders.

The percentage of carried interest owned at the fund level by individual professionals varies by year, by investment fund and, with respect to each carry fund, by investment. Ownership of carried interest is also subject to a range of vesting schedules. Vesting serves as an employment retention mechanism and enhances the alignment of interests between the owner of a carried interest allocation and the firm and the limited partners in our investment funds.

Post-IPO Equity Compensation Expense. As discussed under "Organizational Structure," at the time of this offering our existing owners will contribute to the Carlyle Holdings partnerships equity interests in our business in exchange for partnership units of Carlyle Holdings. As described below

under "— Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions," approximately % of the Carlyle Holdings partnership units received by our existing owners who are our employees as a result of the reorganization will not be vested and, with specified exceptions, will be subject to forfeiture if the employee ceases to be employed by us prior to vesting. Accordingly, following this offering, we will recognize expense for financial statement reporting purposes in respect of the unvested Carlyle Holdings partnership units received by our personnel, including the named executive officers. The aggregate grant date fair value of such units for purposes of Financial Accounting Standards Board Accounting Standards Codification Topic 718, "Compensation — Stock Compensation" ("ASC Topic 718") will appear in the Stock Awards column of the Summary Compensation Table reporting compensation for the year in which this offering occurs.

Summary Compensation Table

The following table presents summary information concerning compensation paid or accrued by us for services rendered in all capacities by our named executive officers during the fiscal year ended December 31, 2011.

Pursuant to applicable accounting principles, for financial statement reporting purposes we have historically recorded salary and bonus payments to our senior Carlyle professionals, including our named executive officers, as distributions in respect of their equity ownership interests and not as compensation expense. However, following this offering, the salary and bonus payments to our senior Carlyle professionals, including our named executive officers, will be reflected as compensation expense in our financial statements and we have reflected these amounts in the applicable columns of the Summary Compensation Table below even though they are not recorded as compensation expense in our historical financial statements.

Similarly, for those of our named executive officers that own direct carried interest allocations at the fund level, we have reported in the All Other Compensation column amounts that represent an amount of compensation expense (positive or negative) that would have been recorded by us on an accrual basis in respect of such direct carried interest allocations had we applied the accounting treatment for the periods presented below that will apply upon the effectiveness of this offering. These amounts do not reflect actual cash carried interest distributions to our named executive officers. This expense may be negative in the event of a reversal of previously accrued carried interest due to negative adjustments in the fair value of a carry fund's investments. The ultimate amounts of actual carried interest distributions that may be earned and subsequently distributed to our named executive officers may be more or less than the amounts indicated in the Summary Compensation Table and are not determinable at this time.

Name and Principal Position	Year	Salary ($)	Bonus ($)	All Other Compensation ($)(1)	Total ($)
William E. Conway, Jr.,	2011	275,000	3,545,850	6,125(2)	3,826,975
Founder and Co-Chief Executive Officer	2010	275,000	3,401,750	6,125(2)	3,682,875
(co-principal executive officer)					
Daniel A. D'Aniello,	2011	275,000	3,545,850	6,125(2)	3,826,975
Founder and Chairman	2010	275,000	3,401,750	6,125(2)	3,682,875
(co-principal executive officer)					
David M. Rubenstein,	2011	275,000	3,545,850	6,125(2)	3,826,975
Founder and Co-Chief Executive Officer	2010	275,000	3,401,750	6,125(2)	3,682,875
(co-principal executive officer)					
Glenn A. Youngkin,	2011	275,000	3,000,000	24,526,681(4)	27,801,681
Chief Operating Officer	2010	275,000	2,750,000	27,716,095(4)	30,741,095
(former interim principal financial officer)(3)					
Adena T. Friedman	2011	200,961	1,900,000	—	2,100,961
Chief Financial Officer	2010	—	—	—	—
(principal financial officer)(3)					
Jeffrey W. Ferguson	2011	275,000	1,100,000	3,024,307(5)	4,399,307
General Counsel	2010	262,500	1,000,000	3,928,139(5)	5,190,639

(1) As discussed above, pursuant to commitments we made to CalPERS and Mubadala at the times of those institutions' investments in our firm, our founders own all of their equity interests in our firm through their ownership interests in the Parent Entities and, accordingly, do not directly own carried interest at the fund level, but instead benefit, together with our other equity owners, from the carried interest and other income that is retained by the firm through our founders' ownership interests in the Parent Entities. Accordingly, we have not historically recorded, and following this offering do not anticipate that we will record, compensation expense (positive or negative) in respect of our founders' indirect ownership of carried interest.

(2) This amount represents our 401(k) matching contribution.

(3) Mr. Youngkin served as our interim principal financial officer from October 2010 until Ms. Friedman became our principal financial officer effective on March 28, 2011.

(4) The amounts of compensation expense that would have been recorded on an accrual basis in respect of direct carried interest allocations to Mr. Youngkin for 2011 and 2010 was $24,520,556, and $27,709,970, respectively. These amounts do not reflect actual cash carried interest distributions to Mr. Youngkin during such periods. For financial statement reporting purposes, compensation expense is equal to the sum of the carried interest distributions during the year and the change in the value of carried interest during the year related to unrealized investments. Such expense could also turn negative in the event of a reduction of previously accrued allocation of carried interest due to negative adjustments in the fair value of fund investments. The ultimate amount of actual carried interest that may be realized and received by our named executive officers may be more or less than the amounts indicated and is unknown at this time. The amounts for 2011 and 2010 in the table also include $6,125 and $6,125, respectively, representing our 401(k) matching contributions for such periods.

(5) The amounts of compensation expense that would have been recorded on an accrual basis in respect of direct carried interest allocations to Mr. Ferguson for 2011 and 2010 was $3,018,182 and $3,922,014, respectively. These amounts do not reflect actual cash carried interest distributions to Mr. Ferguson during such periods. For financial statement reporting purposes, compensation expense is equal to the sum of the carried interest distributions during the year and the change in the value of carried interest during the year related to unrealized investments. Such expense could also turn negative in the event of a reduction of previously accrued allocation of carried interest due to negative adjustments in the fair value of fund investments. The ultimate amounts of actual carried interest that may be realized and received by our named executive officers may be more or less than the amounts indicated and is unknown at this time. The amounts for 2011 and 2010 in the table also include $6,125 and $6,125, respectively, representing our 401(k) matching contributions for such periods.

Please see "Cash Distribution Policy" for information regarding cash distributions by the Parent Entities to each of our named executive officers in respect of their equity interests in our firm during 2011 and 2010.

Grants of Plan-Based Awards in 2011

There were no grants of plan-based awards to our named executive officers in the fiscal year ended December 31, 2011.

Outstanding Equity Awards at 2011 Fiscal-Year End

Our named executive officers had no outstanding equity awards as of December 31, 2011.

Option Exercises and Stock Vested in 2011

Our named executive officers had no option exercises or stock vested during the year ended December 31, 2011.

Pension Benefits for 2011

We provided no pension benefits during the year ended December 31, 2011.

Nonqualified Deferred Compensation for 2011

We provided no defined contribution plan for the deferral of compensation on a basis that is not tax-qualified during the year ended December 31, 2011.

Potential Payments Upon Termination or Change in Control

Other than Ms. Friedman, our named executive officers are not entitled to any additional payments or benefits upon termination of employment, upon a change in control of our company or upon retirement, death or disability.

If at any time before March 28, 2013, Ms. Friedman's employment is terminated by her for Good Reason and we could not have terminated her for Cause or her employment is terminated by us without Cause, Ms. Friedman will be entitled to a cash severance in an amount equal to (x) the unpaid portion of her annual base salary from the termination date through March 28, 2013, (y) the difference between the bonuses guaranteed to Ms. Friedman and bonuses paid to her and (z) if terminated without Cause within 18 months of March 28, 2011, $2,500,000 unless there has been a

vesting date of our shares listed on a stock exchange; provided, however, that the aggregate amount of severance payable will be in no event less than 25% of her annual base salary. If at any time on or after March 28, 2013, Ms. Friedman's employment is terminated by her for Good Reason and we could not have terminated her for Cause or her employment is terminated by us without Cause, we will pay severance to Ms. Friedman in an amount equal to 25% of her annual base salary. If Ms. Friedman's employment is terminated other than by her for Good Reason or by us for any reason with 30 days notice, she is entitled to accrued but unpaid salary through the effective date of such termination. For the purpose of the employment agreement with Ms. Friedman, "Good Reason" includes (1) a material breach of the employment agreement by us or (2) a significant, sustained reduction in or adverse modification of the nature and scope of Ms. Friedman's authority, duties and privileges, in each case only if such Good Reason has not been corrected or cured by us within 30 days after we have received written notice from Ms. Friedman of her intent to terminate her employment for Good Reason; and "Cause" includes (1) gross negligence or willful misconduct in the performance of the duties required of Ms. Friedman under the employment agreement; (2) willful conduct that Ms. Friedman knows is materially injurious to us or any of our affiliates; (3) breach of any material provision of the employment agreement; (4) Ms. Friedman's conviction of any felony or Ms. Friedman entering into a plea bargain or settlement admitting guilt for any felony; (5) Ms. Friedman's being the subject of any order by the Securities and Exchange Commission for any securities violation or; (6) Ms. Friedman's discussing our fundraising efforts or any fund vehicle that has not had a final closing of commitments with any member of the press.

If Ms. Friedman's employment with us was terminated by her for Good Reason and we could not have terminated her for Cause or her employment was terminated by us without Cause on December 30, 2011, she would have been entitled to a cash severance payment of $4,416,539. Ms. Friedman is not entitled to any additional payments or benefits upon a change in control of our company or upon retirement, death or disability.

Ms. Friedman is subject to a covenant not to disclose our confidential information at any time and may not discuss our fundraising efforts or the name of any fund that has not had a final closing with any member of the press. Ms. Friedman is also subject to covenants not to compete with us and not to solicit our employees or customers during her employment term and for six months following termination of her employment for any reason without our prior written consent. She is also subject to a covenant not to breach any confidentiality agreements or non-solicitation agreements with any former employer. We have no liability in the event that Ms. Friedman's provision of services to us violates any non-compete provision she had with her former employer.

Founders' Non-Competition and Non-Solicitation Agreements

In February 2001, we entered into non-competition agreements with each of our founders in connection with the investment in our firm by CalPERS. The following is a description of the material terms of the non-competition agreements, the terms of which are substantially identical for each of our founders.

Non-Competition. Each founder agreed that during the period he is a controlling partner (as defined in the non-competition agreement) and for the period of three years thereafter (the "Restricted Period"), he will not engage in any business or activity that is competitive with our business.

Non-Solicitation of Carlyle Employees. Each founder agreed that during the Restricted Period he will not solicit any of our employees, or employees of our subsidiaries, to leave their employment with us or otherwise terminate or cease or materially modify their relationship with us, or employ or engage any such employee.

Non-Solicitation of Clients. In addition, during the Restricted Period each founder will not solicit any of the investors of the funds we advise to invest in any funds or activities that are competitive with our businesses.

Confidentiality. During the Restricted Period, each founder is required to protect and only use "proprietary information" that relates to our business in accordance with strict restrictions placed by us on its use and disclosure. Each founder agreed that during the Restricted Period he will not disclose any of the proprietary information, except (1) as required by his duties on behalf of Carlyle or with our consent, or (2) as required by virtue of subpoena, court or governmental agency order or as otherwise required by law or (3) to a court, mediator or arbitrator in connection with any dispute between such founder and us.

Investment Activities. During the Restricted Period, each founder has agreed that he will not pursue or otherwise seek to develop any investment opportunities under active consideration by Carlyle.

Specific Performance. In the case of any breach of the non-competition, non-solicitation, confidentiality and investment activity limitation provisions, each founder agrees that we will be entitled to seek equitable relief in the form of specific performance and injunctive relief.

Employment Agreement with Ms. Friedman

We have entered into an employment agreement with Ms. Friedman pursuant to which she serves as our chief financial officer. The employment term is indefinite and lasts until Ms. Friedman's employment is terminated pursuant to the terms of the employment agreement.

Ms. Friedman is currently entitled to receive an annual base salary of $275,000, which may be increased from time to time by us. For calendar years 2011 and 2012, Ms. Friedman is entitled to a guaranteed minimum bonus of $1,725,000. For calendar years following 2012, she will be paid bonuses at our discretion. The provisions of Ms. Friedman's employment agreement pertaining to termination of employment and covenants to which she is subject are described above under "— Potential Payments Upon Termination or Change in Control."

Equity Incentive Plan

The board of directors of our general partner intends to adopt the 2012 Carlyle Group Equity Incentive Plan (the "Equity Incentive Plan") before the effective date of this offering. The following description of the Equity Incentive Plan is not complete and is qualified by reference to the full text of the Equity Incentive Plan, which will be filed as an exhibit to the registration statement of which this prospectus forms a part. The Equity Incentive Plan will be a source of new equity-based awards permitting us to grant to our senior Carlyle professionals, employees, directors of our general partner and consultants non-qualified options, unit appreciation rights, common units, restricted common units, deferred restricted common units, phantom restricted common units and other awards based on our common units and Carlyle Holdings partnership units, to which we collectively refer to as our "units."

Administration. The board of directors of our general partner will administer the Equity Incentive Plan. However, the board of directors of our general partner may delegate such authority, including to a committee or subcommittee of the board of directors, and the board intends to effect such a delegation to a committee comprising Messrs. Conway, D'Aniello and Rubenstein. We refer to the board of directors of our general partner or the committee or subcommittee thereof to whom authority to administer the Equity Incentive Plan has been delegated, as the case may be, as the "Administrator." The Administrator will determine who will receive awards under the Equity Incentive Plan, as well as the form of the awards, the number of units underlying the awards and the terms and conditions of the awards consistent with the terms of the Equity Incentive Plan. The Administrator will have full authority to interpret and administer the Equity Incentive Plan, which determinations will be final and binding on all parties concerned.

Units Subject to the Equity Incentive Plan. The total number of our common units and Carlyle Holdings partnership units which are initially available for future grants under the Equity Incentive Plan is . Beginning in 2013, the aggregate number of common units and Carlyle Holdings partnership units available for future grants under our Equity Incentive Plan will be increased on the first day of each fiscal year during its term by the number of units equal to the positive difference, if any, of (a) % of the aggregate number of common units and Carlyle Holdings partnership units outstanding on the last day of the immediately preceding fiscal year (excluding Carlyle Holdings

partnership units held by The Carlyle Group L.P. or its wholly-owned subsidiaries) minus (b) the aggregate number of common units and Carlyle Holdings partnership units otherwise available for future grants under our Equity Incentive Plan as of such date (unless the Administrator of the Equity Incentive Plan should decide to increase the number of common units and Carlyle Holdings partnership units available for future grants under the plan by a lesser amount). Accordingly, on the first day of each such fiscal year, the aggregate number of common units and Carlyle Holdings partnership units available for future grants under our Equity Incentive Plan will "reload" to % of the aggregate number of common units and Carlyle Holdings partnership units outstanding on the last day of the immediately preceding fiscal year (excluding Carlyle Holdings partnership units held by The Carlyle Group L.P. or its wholly-owned subsidiaries). We will reserve for issuance the number of units necessary to satisfy the maximum number of units that may be issued under the Equity Incentive Plan. The units underlying any award granted under the Equity Incentive Plan that expire, terminate or are cancelled (other than in consideration of a cash payment) without being settled in units will again become available for awards under the Equity Incentive Plan.

Options and Unit Appreciation Rights. The Administrator may award non-qualified options under the Equity Incentive Plan. Options granted under the Equity Incentive Plan will become vested and exercisable at such times and upon such terms and conditions as may be determined by the Administrator at the time of grant, but an option generally will not be exercisable for a period of more than 10 years after it is granted. To the extent permitted by the Administrator, the exercise price of an option may be paid in cash or its equivalent, in units having a fair market value equal to the aggregate option exercise price partly in cash and partly in units and satisfying such other requirements as may be imposed by the Administrator or through the delivery of irrevocable instructions to a broker to sell units obtained upon the exercise of the option and to deliver promptly to us an amount out of the proceeds of the sale equal to the aggregate option exercise price for the common units being purchased or through net settlement in units.

The Administrator may grant unit appreciation rights independent of or in conjunction with an option. Each unit appreciation right granted independent of a unit option shall entitle a participant upon exercise to an amount equal to (i) the excess of (A) the fair market value on the exercise date of one unit over (B) the exercise price per unit, multiplied by (ii) the number of units covered by the unit appreciation right, and each unit appreciation right granted in conjunction with an option will entitle a participant to surrender to us the option and to receive such amount. Payment will be made in units and/or cash (any common unit valued at fair market value), as determined by the Administrator.

Other Equity-Based Awards. The Administrator, in its sole discretion, may grant or sell units and awards that are valued in whole or in part by reference to, or are otherwise based on the fair value of, our units. Any of these other equity-based awards may be in such form, and dependent on such conditions, as the Administrator determines, including without limitation the right to receive, or vest with respect to, one or more units (or the equivalent cash value of such units) upon the completion of a specified period of service, the occurrence of an event and/or the attainment of performance objectives. The Administrator may in its discretion determine whether other equity-based awards will be payable in cash, units or a combination of both cash and units.

Adjustments Upon Certain Events. In the event of any change in the outstanding units by reason of any unit dividend or split, reorganization, recapitalization, merger, consolidation, spin-off, combination, combination or transaction or exchange of units or other corporate exchange, or any distribution to holders of units other than regular cash dividends, or any transaction similar to the foregoing, the Administrator in its sole discretion and without liability to any person will make such substitution or adjustment, if any, as it deems to be equitable, as to (i) the number or kind of units or other securities issued or available for future grant under our Equity Incentive Plan or pursuant to outstanding awards, (ii) the option price or exercise price of any option or unit appreciation right and/or (iii) any other affected terms of such awards.

Change in Control. In the event of a change in control (as defined in the Equity Incentive Plan), the Equity Incentive Plan provides that the Administrator may, but shall not be obligated to

(A) accelerate, vest or cause the restrictions to lapse with respect to all or any portion of an award, (B) cancel awards for fair value (which, in the case of options or unit appreciation rights, shall be equal to the excess, if any, of the fair market value of a unit at the time of such change in control over the corresponding exercise price of the option or unit appreciation right), (C) provide for the issuance of substitute awards that will substantially preserve the otherwise applicable terms of any affected awards previously granted under the Equity Incentive Plan as determined by the Administrator in its sole discretion or (D) provide that, with respect to any awards that are options or unit appreciation rights, for a period of at least 15 days prior to the change in control, such options and unit appreciation rights will be exercisable as to all units subject thereto and that upon the occurrence of the change in control, such options and unit appreciation rights will terminate.

Transferability. Unless otherwise determined by our Administrator, no award granted under the plan will be transferable or assignable by a participant in the plan, other than by will or by the laws of descent and distribution.

Amendment, Termination and Term. The Administrator may amend or terminate the Equity Incentive Plan, but no amendment or termination shall be made without the consent of a participant, if such action would materially diminish any of the rights of the participant under any award theretofore granted to such participant under the Equity Incentive Plan; provided, however, that the Administrator may amend the Equity Incentive Plan and/or any outstanding awards in such manner as it deems necessary to permit the Equity Incentive Plan and/or any outstanding awards to satisfy applicable requirements of the Internal Revenue Code or other applicable laws. The Equity Incentive Plan will have a term of 10 years.

IPO Date Equity Awards

At the time of this offering and under our Equity Incentive Plan, we intend to grant deferred restricted units and phantom deferred restricted units to our employees. We will settle the deferred restricted units in The Carlyle Group L.P. common units and the phantom deferred units in cash.

Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions

Vesting and Delivery

% of the Carlyle Holdings partnership units received as part of the Reorganization by each of our existing owners who are employed by us will be fully vested as of the date of issuance. The remaining unvested portion will vest in equal installments on each anniversary date of this offering for years.

The deferred restricted units issued at the time of this offering as described above under "— IPO Date Equity Awards" will vest in equal installments on each anniversary date of this offering for years. The phantom deferred units will vest and pay out in cash in equal installments on each anniversary date of this offering for years.

Minimum Retained Ownership Requirements

Each holder of our Carlyle Holdings partnership units that is employed by us will be required to hold at least % of such units until years following the termination of active service with us.

Transfer Restrictions

Holders of our Carlyle Holdings partnership units (other than Mubadala and CalPERS), including our founders and our other senior Carlyle professionals, will be prohibited from transferring or exchanging any such units until the anniversary of this offering without our consent. The Carlyle Holdings partnership units held by Mubadala and CalPERS will be subject to transfer restrictions as described below under "Common Units Eligible For Future Sale — Lock-Up Arrangements."

The deferred restricted units will be non-transferable; provided, however, that any delivered common units will be immediately transferable subject to our generally applicable trading policies. The phantom deferred units will be non-transferable.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

The forms of the agreements described in this section are filed as exhibits to the registration statement of which this prospectus forms a part, and the following descriptions are qualified by reference thereto.

Reorganization

Prior to this offering we will complete a series of transactions in connection with the Reorganization described in "Organizational Structure" whereby, among other things, our existing owners, including our inside directors and executive officers, will contribute their interests in the Parent Entities and certain equity interests they own in the general partners of our existing carry funds to the Carlyle Holdings partnerships in exchange for Carlyle Holdings partnership units. In addition, certain existing and former owners of the Parent Entities, including our inside directors and executive officers, have a beneficial interest in investments in or alongside our funds that were funded by such persons indirectly through the Parent Entities. In order to minimize the extent of third-party ownership interests in firm assets, prior to the completion of the offering, we will (i) distribute a portion of these interests (approximately $ million as of September 30, 2011) to their beneficial owners so that they are held directly by such persons and are no longer consolidated in our financial statements and (ii) restructure the remainder of these interests (approximately $ million as of September 30, 2011) so that they are reflected as non-controlling interests in our financial statements.

In addition, prior to the date of this offering the Parent Entities will also make one or more cash distributions of previously undistributed earnings and accumulated cash to their owners totaling $.

Tax Receivable Agreement

Limited partners of the Carlyle Holdings partnerships, subject to the vesting and minimum retained ownership requirements and transfer restrictions applicable to such limited partners as set forth in the partnership agreements of the Carlyle Holdings partnerships, may on a quarterly basis, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange their Carlyle Holdings partnership units for The Carlyle Group L.P. common units on a one-for-one basis. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings partnerships to effect an exchange for a common unit. Carlyle Holdings I L.P. intends to make an election under Section 754 of the Code effective for each taxable year in which an exchange of partnership units for common units occurs, which is expected to result in increases to the tax basis of the assets of Carlyle Holdings at the time of an exchange of partnership units. The exchanges are expected to result in increases in the tax basis of the tangible and intangible assets of Carlyle Holdings. These increases in tax basis may reduce the amount of tax that certain of our subsidiaries, including Carlyle Holdings I GP Inc., which we refer to as, together with any successors thereto, the "corporate taxpayers," would otherwise be required to pay in the future. These increases in tax basis may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. The IRS may challenge all or part of the tax basis increase and increased deductions, and a court could sustain such a challenge.

We will enter into a tax receivable agreement with our existing owners that will provide for the payment by the corporate taxpayers to our existing owners of 85% of the amount of cash tax savings, if any, in U.S. federal, state and local income tax that the corporate taxpayers realize (or are deemed to realize in the case of an early termination payment by the corporate taxpayers or a change in control, as discussed below) as a result of increases in tax basis and certain other tax benefits related to our entering into the tax receivable agreement, including tax benefits attributable to payments under the tax receivable agreement. This payment obligation is an obligation of the corporate taxpayers and not of Carlyle Holdings. The corporate taxpayers expect to benefit from the

remaining 15% of cash tax savings, if any, in income tax they realize. For purposes of the tax receivable agreement, the cash tax savings in income tax will be computed by comparing the actual income tax liability of the corporate taxpayers (calculated with certain assumptions) to the amount of such taxes that the corporate taxpayers would have been required to pay had there been no increase to the tax basis of the assets of Carlyle Holdings as a result of the exchanges and had the corporate taxpayers not entered into the tax receivable agreement. The term of the tax receivable agreement will commence upon consummation of this offering and will continue until all such tax benefits have been utilized or expired, unless the corporate taxpayers exercise their right to terminate the tax receivable agreement for an amount based on the agreed payments remaining to be made under the agreement (as described in more detail below) or the corporate taxpayers breach any of their material obligations under the tax receivable agreement in which case all obligations generally will be accelerated and due as if the corporate taxpayers had exercised their right to terminate the tax receivable agreement. Estimating the amount of payments that may be made under the tax receivable agreement is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors. The actual increase in tax basis, as well as the amount and timing of any payments under the tax receivable agreement, will vary depending upon a number of factors, including:

- *the timing of exchanges* — for instance, the increase in any tax deductions will vary depending on the fair value, which may fluctuate over time, of the depreciable or amortizable assets of Carlyle Holdings at the time of each exchange;
- *the price of our common units at the time of the exchange* — the increase in any tax deductions, as well as the tax basis increase in other assets, of Carlyle Holdings, is directly proportional to the price of our common units at the time of the exchange;
- *the extent to which such exchanges are taxable* — if an exchange is not taxable for any reason, increased deductions will not be available; and
- *the amount and timing of our income* — the corporate taxpayers will be required to pay 85% of the cash tax savings as and when realized, if any. If the corporate taxpayers do not have taxable income, the corporate taxpayers are not required (absent a change of control or other circumstances requiring an early termination payment) to make payments under the tax receivable agreement for that taxable year because no cash tax savings will have been realized. However, any cash tax savings that do not result in realized benefits in a given tax year will likely generate tax attributes that may be utilized to generate benefits in previous or future tax years. The utilization of such tax attributes will result in payments under the tax receivables agreement.

We anticipate that we will account for the effects of these increases in tax basis and associated payments under the tax receivable agreement arising from future exchanges as follows:

- we will record an increase in deferred tax assets for the estimated income tax effects of the increases in tax basis based on enacted federal and state tax rates at the date of the exchange;
- to the extent we estimate that we will not realize the full benefit represented by the deferred tax asset, based on an analysis that will consider, among other things, our expectation of future earnings, we will reduce the deferred tax asset with a valuation allowance; and
- we will record 85% of the estimated realizable tax benefit (which is the recorded deferred tax asset less any recorded valuation allowance) as an increase to the liability due under the tax receivable agreement and the remaining 15% of the estimated realizable tax benefit as an increase to partners' capital.

All of the effects of changes in any of our estimates after the date of the exchange will be included in net income. Similarly, the effect of subsequent changes in the enacted tax rates will be included in net income.

We expect that as a result of the size of the increases in the tax basis of the tangible and intangible assets of Carlyle Holdings, the payments that we may make under the tax receivable agreement will be substantial. There may be a material negative effect on our liquidity if, as a result of timing discrepancies or otherwise, the payments under the tax receivable agreement exceed the actual cash tax savings that the corporate taxpayers realize in respect of the tax attributes subject to the tax receivable agreement and/or distributions to the corporate taxpayers by Carlyle Holdings are not sufficient to permit the corporate taxpayers to make payments under the tax receivable agreement after they have paid taxes. Late payments under the tax receivable agreement generally will accrue interest at an uncapped rate equal to LIBOR plus 500 basis points. The payments under the tax receivable agreement are not conditioned upon our existing owners' continued ownership of us.

In addition, the tax receivable agreement provides that upon certain changes of control, the corporate taxpayers' (or their successors') obligations with respect to exchanged or acquired units (whether exchanged or acquired before or after such transaction) would be based on certain assumptions, including that the corporate taxpayers would have sufficient taxable income to fully utilize the deductions arising from the increased tax deductions and tax basis and other benefits related to entering into the tax receivable agreement.

Furthermore, the corporate taxpayers may elect to terminate the tax receivable agreement early by making an immediate payment equal to the present value of the anticipated future cash tax savings. In determining such anticipated future cash tax savings, the tax receivable agreement includes several assumptions, including (i) that any Carlyle Holdings partnership units that have not been exchanged are deemed exchanged for the market value of the common units at the time of termination, (ii) the corporate taxpayers will have sufficient taxable income in each future taxable year to fully realize all potential tax savings, (iii) the tax rates for future years will be those specified in the law as in effect at the time of termination and (iv) certain non-amortizable assets are deemed disposed of within specified time periods. In addition, the present value of such anticipated future cash tax savings are discounted at a rate equal to LIBOR plus 100 basis points. Assuming that the market value a common unit were to be equal to the initial public offering price per common unit in this offering and that LIBOR were to be %, we estimate that the aggregate amount of these termination payments would be approximately $ million if the corporate taxpayers were to exercise their termination right immediately following this offering.

As a result of the change in control provisions and the early termination right, the corporate taxpayers could be required to make payments under the tax receivable agreement that are greater than or less than the specified percentage of the actual cash tax savings that the corporate taxpayers realize in respect of the tax attributes subject to the tax receivable agreement. In these situations, our obligations under the tax receivable agreement could have a substantial negative impact on our liquidity.

Decisions made by our existing owners in the course of running our business may influence the timing and amount of payments that are received by an exchanging or selling existing owner under the tax receivable agreement. For example, the earlier disposition of assets following an exchange or acquisition transaction generally will accelerate payments under the tax receivable agreement and increase the present value of such payments, and the disposition of assets before an exchange or acquisition transaction will increase an existing owner's tax liability without giving rise to any rights of an existing owner to receive payments under the tax receivable agreement.

Payments under the tax receivable agreement will be based on the tax reporting positions that we will determine. The corporate taxpayers will not be reimbursed for any payments previously made under the tax receivable agreement if a tax basis increase is successfully challenged by the IRS. As a result, in certain circumstances, payments could be made under the tax receivable agreement in excess of the corporate taxpayers' cash tax savings.

In the event that The Carlyle Group L.P. or any of its wholly-owned subsidiaries become taxable as a corporation for U.S. federal income tax purposes, these entities will also be obligated to make payments under the tax receivable agreement on the same basis and to the same extent as the corporate taxpayers.

Registration Rights Agreements

We will enter into one or more registration rights agreements with our existing owners, other than CalPERS and Mubadala, pursuant to which we will grant them, their affiliates and certain of their transferees the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act common units delivered in exchange for Carlyle Holdings partnership units or common units (and other securities convertible into or exchangeable or exercisable for our common units) otherwise held by them. Under the registration rights agreements, we will agree to register the exchange of Carlyle Holdings partnership units for common units by our existing owners. In addition, TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, has the right to request that we register the sale of common units held by our existing owners an unlimited number of times and may require us to make available shelf registration statements permitting sales of common units into the market from time to time over an extended period. In addition, TCG Carlyle Global Partners L.L.C. will have the ability to exercise certain piggyback registration rights in respect of common units held by our existing owners in connection with registered offerings requested by other registration rights holders or initiated by us.

In addition, in accordance with the terms of the subscription agreements which govern their respective investments in our business, we will enter into separate registration rights agreements with CalPERS and Mubadala. See “Common Units Eligible For Future Sale — Registration Rights.”

Carlyle Holdings Partnership Agreements

As a result of the Reorganization and the Offering Transactions, The Carlyle Group L.P. will be a holding partnership and, through wholly-owned subsidiaries, hold equity interests in Carlyle Holdings I L.P., Carlyle Holdings II L.P. and Carlyle Holdings III L.P., which we refer to collectively as “Carlyle Holdings.” Wholly-owned subsidiaries of The Carlyle Group L.P. will be the sole general partner of each of the three Carlyle Holdings partnerships. Accordingly, The Carlyle Group L.P. will operate and control all of the business and affairs of Carlyle Holdings and, through Carlyle Holdings and its operating entity subsidiaries, conduct our business. Through its wholly-owned subsidiaries, The Carlyle Group L.P. will have unilateral control over all of the affairs and decision making of Carlyle Holdings. Furthermore, the wholly-owned subsidiaries of The Carlyle Group L.P. cannot be removed as the general partners of the Carlyle Holdings partnerships without their approval. Because our general partner, Carlyle Group Management L.L.C., will operate and control the business of The Carlyle Group L.P., the board of directors and officers of our general partner will accordingly be responsible for all operational and administrative decisions of Carlyle Holdings and the day-to-day management of Carlyle Holdings’ business.

Pursuant to the partnership agreements of the Carlyle Holdings partnerships, the wholly-owned subsidiaries of The Carlyle Group L.P. which are the general partners of those partnerships have the right to determine when distributions will be made to the partners of Carlyle Holdings and the amount of any such distributions. If a distribution is authorized, such distribution will be made to the partners of Carlyle Holdings pro rata in accordance with the percentages of their respective partnership interests.

Each of the Carlyle Holdings partnerships will have an identical number of partnership units outstanding, and we use the terms “Carlyle Holdings partnership unit” or “partnership unit in/of Carlyle Holdings” to refer, collectively, to a partnership unit in each of the Carlyle Holdings partnerships. The holders of partnership units in Carlyle Holdings, including The Carlyle Group L.P.’s wholly-owned subsidiaries, will incur U.S. federal, state and local income taxes on their

proportionate share of any net taxable income of Carlyle Holdings. Net profits and net losses of Carlyle Holdings generally will be allocated to its partners (including The Carlyle Group L.P.'s wholly-owned subsidiaries) pro rata in accordance with the percentages of their respective partnership interests. The partnership agreements of the Carlyle Holdings partnerships will provide for cash distributions, which we refer to as "tax distributions," to the partners of such partnerships if the wholly-owned subsidiaries of The Carlyle Group L.P. which are the general partners of the Carlyle Holdings partnerships determine that the taxable income of the relevant partnership will give rise to taxable income for its partners. Generally, these tax distributions will be computed based on our estimate of the net taxable income of the relevant partnership allocable to a partner multiplied by an assumed tax rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate prescribed for an individual or corporate resident in New York, New York (taking into account the non-deductibility of certain expenses and the character of our income). Tax distributions will be made only to the extent all distributions from such partnerships for the relevant year were insufficient to cover such tax liabilities.

Our existing owners will receive Carlyle Holdings partnership units in the Reorganization in exchange for the contribution of their equity interests in our operating subsidiaries to Carlyle Holdings. Subject to the applicable vesting and minimum retained ownership requirements and transfer restrictions, these partnership units may be exchanged for The Carlyle Group L.P. common units as described under "— Exchange Agreement" below. (See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions" for a discussion of the vesting and minimum retained ownership requirements and transfer restrictions applicable to the Carlyle Holdings partnership units.)

The partnership agreements of the Carlyle Holdings partnerships will also provide that substantially all of our expenses, including substantially all expenses solely incurred by or attributable to The Carlyle Group L.P. such as expenses incurred in connection with this offering but not including obligations incurred under the tax receivable agreement by The Carlyle Group L.P. or its wholly-owned subsidiaries, income tax expenses of The Carlyle Group L.P. or its wholly-owned subsidiaries and payments on indebtedness incurred by The Carlyle Group L.P. or its wholly-owned subsidiaries, will be borne by Carlyle Holdings.

Exchange Agreement

In connection with the Reorganization, we will enter into an exchange agreement with the limited partners of the Carlyle Holdings partnerships. Under the exchange agreement, subject to the applicable vesting and minimum retained ownership requirements and transfer restrictions, each such holder of Carlyle Holdings partnership units (and certain transferees thereof) may up to four times a year, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange these partnership units for The Carlyle Group L.P. common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. Under the exchange agreement, to effect an exchange a holder of partnership units in Carlyle Holdings must simultaneously exchange one partnership unit in each of the Carlyle Holdings partnerships. The Carlyle Group L.P. will hold, through wholly owned subsidiaries, a number of Carlyle Holdings partnership units equal to the number of common units that The Carlyle Group L.P. has issued. As a holder exchanges its Carlyle Holdings partnership units, The Carlyle Group L.P.'s indirect interest in the Carlyle Holdings partnerships will be correspondingly increased. The Carlyle Group L.P. common units received upon such an exchange would be subject to all restrictions, if any, applicable to the exchanged Carlyle Holdings partnership units, including minimum retained ownership requirements, vesting requirements and transfer restrictions. See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions" and "— Carlyle Holdings Partnership Agreements" above.

Firm Use of Our Founders' Private Aircraft

In the normal course of business, our personnel have made use of aircraft owned by entities controlled by Messrs. Conway, D'Aniello and Rubenstein. Messrs. Conway, D'Aniello and Rubenstein paid for their purchases of the aircraft and bear all operating, personnel and maintenance costs associated with their operation for personal use. Payment by us for the business use of these aircraft by Messrs. Conway, D'Aniello and Rubenstein and other of our personnel is made at market rates, which totaled $45,747, $36,743 and $506,011 during 2011, 2010 and 2009, respectively, for Mr. Conway, $36,890, $37,468 and $523,591 during 2011, 2010 and 2009, respectively, for Mr. D'Aniello, and $1,846,879, $4,750,500 and $4,050,375 during 2011, 2010 and 2009, respectively for Mr. Rubenstein. We also made payments for services and supplies relating to business use flight operations to managers of the airplanes of Messrs. D'Aniello, Conway and Rubenstein, which aggregated $639,124, $517,041 and $303,774 during 2011, 2010 and 2009, respectively, in the case of Mr. D'Aniello's airplane, $1,248,440, $459,526 and $340,219 during 2011, 2010 and 2009, respectively, in the case of Mr. Conway's airplane, and $1,456,871 during 2011 in the case of Mr. Rubenstein's airplane.

As the co-founder primarily responsible for, among other things, maintaining strong relationships with and securing future commitments from Carlyle's investors, particularly outside the United States Mr. Rubenstein has an exceptionally rigorous travel schedule. For example, in 2011, Mr. Rubenstein traveled extensively outside of Washington for more than 250 days, visiting 24 countries and 33 non-U.S. cities, many of which he visited on multiple occasions.

Investments In and Alongside Carlyle Funds

Our directors and executive officers are permitted to co-invest their own capital alongside our carry funds and we encourage our professionals to do so because we believe that investing in and alongside our funds further aligns the interests of our professionals with those of our fund investors and with our own. Co-investments are investments in investment vehicles or other assets on the same terms and conditions as those available to the applicable fund, except that these co-investments are not subject to management fees or carried interest. These investments are funded with our professionals' own "after tax" cash and not with deferral of management or incentive fees. Co-investors are responsible for their pro-rata share of partnership and other general and administrative fees and expenses. In addition, our directors and executive officers are permitted to invest their own capital directly in investment funds we advise, in most instances not subject to management fees, incentive fees or carried interest. Since our inception through September 30, 2011, our senior Carlyle professionals, operating executives and other professionals have invested or committed to invest in excess of $4 billion in or alongside our funds, placing significant amounts of their own capital at risk. In 2011 alone, our founders invested an aggregate of approximately $381 million in and alongside our funds. We intend to continue our co-investment program following this offering and we expect that our senior Carlyle professionals will continue to invest significant amounts of their own capital in and alongside the funds that we manage.

The amount invested in and alongside our investment funds during 2011 by our directors and executive officers (and their family members and investment vehicles), including amounts funded pursuant to third party capital commitments assumed by such persons, was $185,364,663 for Mr. Conway, $98,765,352 for Mr. D'Aniello, $98,845,209 for Mr. Rubenstein, $14,004,680 for Mr. Youngkin, $880,163 for Ms. Friedman and $467,634 for Mr. Ferguson. The amount of distributions, including profits and return of capital, to our directors and executive officers (and their family members and investment vehicles) during 2011 in respect of previous investments was $98,269,721 for Mr. Conway, $84,291,376 for Mr. D'Aniello, $62,506,247 for Mr. Rubenstein, $14,533,609 for Mr. Youngkin, $17,847 for Ms. Friedman and $593,800 for Mr. Ferguson. In addition, our directors and executive officers (and their family members and investment vehicles) made additional commitments to our investment funds during 2011. In the aggregate, our directors and executive officers (and their family members and investment vehicles) made commitments to new carry funds and additional commitments to our open-end funds during 2011 of approximately $368 million, and the total unfunded commitment of our directors and

executive officers (and their family members and investment vehicles) to our investment funds as of December 31, 2011 was $263,226,922 for Mr. Conway, $201,265,778 for Mr. D'Aniello, $201,305,529 for Mr. Rubenstein, $25,061,116 for Mr. Youngkin, $1,790,938 for Ms. Friedman and $1,083,859 for Mr. Ferguson. The opportunity to invest in and alongside our funds is available to all of our senior Carlyle professionals and to those of our employees whom we have determined to have a status that reasonably permits us to offer them these types of investments in compliance with applicable laws. Our directors and officers may also purchase outstanding interests in our investment funds, whereupon the interests may no longer be subject to management fees or carried interest in some cases. See "Business — Structure and Operation of Our Investment Funds — Capital Invested in and Alongside Our Investment Funds."

Statement of Policy Regarding Transactions with Related Persons

Prior to the completion of this offering, the board of directors of our general partner will adopt a written statement of policy regarding transactions with related persons, which we refer to as our "related person policy." Our related person policy requires that a "related person" (as defined as in paragraph (a) of Item 404 of Regulation S-K) must promptly disclose to the General Counsel of our general partner any "related person transaction" (defined as any transaction that is anticipated would be reportable by us under Item 404(a) of Regulation S-K in which we were or are to be a participant and the amount involved exceeds $120,000 and in which any related person had or will have a direct or indirect material interest) and all material facts with respect thereto. The General Counsel will then promptly communicate that information to our conflict committee or another independent body of the board of directors of our general partner. No related person transaction will be executed without the approval or ratification of our conflict committee or another independent body of the board of directors of our general partner. It is our policy that directors interested in a related person transaction will recuse themselves from any vote of a related person transaction in which they have an interest.

Indemnification of Directors and Officers

Under our partnership agreement we generally will indemnify the following persons, to the fullest extent permitted by law, from and against all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts on an after tax basis: our general partner, any departing general partner, any person who is or was a tax matters partner, officer or director of our general partner or any departing general partner, any officer or director of our general partner or any departing general partner who is or was serving at the request of our general partner or any departing general partner as an officer, director, employee, member, partner, tax matters partner, agent, fiduciary or trustee of another person, any person who is named in the registration statement of which this prospectus forms a part as being or about to become a director or a person performing similar functions of our general partner and any person our general partner in its sole discretion designates as an "indemnitee" for purposes of our partnership agreement. We have agreed to provide this indemnification unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that these persons acted in bad faith or engaged in fraud or willful misconduct. We have also agreed to provide this indemnification for criminal proceedings. Any indemnification under these provisions will only be out of our assets. The general partner will not be personally liable for, or have any obligation to contribute or loan funds or assets to us to enable it to effectuate, indemnification. We may purchase insurance against liabilities asserted against and expenses incurred by persons for our activities, regardless of whether we would have the power to indemnify the person against liabilities under our partnership agreement.

PRINCIPAL UNITHOLDERS

The following table sets forth information regarding the beneficial ownership of The Carlyle Group L.P. common units and Carlyle Holdings partnership units by each person known to us to beneficially own more than 5% of any class of the outstanding voting securities of The Carlyle Group L.P., each of the directors and named executive officers of our general partner and all directors and executive officers of our general partner as a group. As described under "Material Provisions of The Carlyle Group L.P. Partnership Agreement," we are managed by our general partner, Carlyle Management L.L.C., and the limited partners of The Carlyle Group L.P. do not presently have the right to elect or remove our general partner or its directors. Accordingly, we do not believe the common units are "voting securities" as such term is defined in Rule 12b-2 under the Exchange Act.

The number of common units and Carlyle Holdings partnership units outstanding and percentage of beneficial ownership before the Offering Transactions set forth below is based on the number of our common units and Carlyle Holdings partnership units to be issued and outstanding immediately prior to the consummation of this offering after giving effect to the Reorganization. The number of common units and Carlyle Holdings partnership units and percentage of beneficial ownership after the Offering Transactions set forth below is based on common units and Carlyle Holdings partnership units to be issued and outstanding immediately after the Offering Transactions. Beneficial ownership is determined in accordance with the rules of the SEC.

	Common Units Beneficially Owned(1)(2)				Carlyle Holdings Partnership Units Beneficially Owned(1)(2)					
					Prior to the Offering Transactions		After the Offering Transactions Assuming the Underwriters' Option is Not Exercised		After the Offering Transactions Assuming the Underwriters' Option is Exercised in Full	
Name of Beneficial Owner	Number	% Prior to the Offering Transactions	% After the Offering Transactions Assuming the Underwriters' Option is Not Exercised	% After the Offering Transactions Assuming the Underwriters' Option is Exercised in Full	Number	%	Number	%	Number	%
William E. Conway, Jr.	—	—	—	—		%		%		%
Daniel A. D'Aniello	—	—	—	—		%		%		%
David M. Rubenstein	—	—	—	—		%		%		%
Glenn A. Youngkin	—	—	—	—		%		%		%
Adena T. Friedman	—	—	—	—		%		%		%
Directors and executive officers as a group (6 persons)	—	—	—	—		%		%		%

(1) Subject to certain requirements and restrictions, the partnership units of Carlyle Holdings are exchangeable for common units of The Carlyle Group L.P. on a one-for-one basis, from and after the first anniversary date of the closing of this offering (subject to the terms of the exchange agreement). See "Certain Relationships and Related Person Transactions — Exchange Agreement." Beneficial ownership of Carlyle Holdings partnership units reflected in this table is presented separately from the beneficial ownership of the common units of The Carlyle Group L.P. for which such partnership units may be exchanged.

(2) TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit in The Carlyle Group L.P. that will entitle it, on those few matters that may be submitted for a vote of The Carlyle Group L.P. common unitholders, to participate in the vote on the same basis as the common unitholders and provide it with a number of votes that is equal to the aggregate number of vested and unvested partnership units in Carlyle Holdings held by the limited partners of Carlyle Holdings on the relevant record date. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Withdrawal or Removal of the General Partner," "— Meetings; Voting" and "— Election of Directors of General Partner."

PRICING SENSITIVITY ANALYSIS

Throughout this prospectus we provide information assuming that the initial public offering price per common unit in this offering is $, which is the midpoint of the price range indicated on the front cover of this prospectus. However, some of this information will be affected if the initial public offering price per common unit in this offering is different from the midpoint of the price range. The following table presents how some of the information set forth in this prospectus would be affected by an initial public offering price per common unit at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus, assuming that the underwriters' option to purchase additional common units is not exercised.

	Initial Public Offering Price per Common Unit		
	$	$	$
	(Dollars in millions, except per unit data)		
Outstanding Equity Following the Offering Transactions			
Number of common units offered in this offering			
Common units outstanding after the offering transactions			
Number of Carlyle Holdings partnership units held by wholly-owned subsidiaries of The Carlyle Group L.P. after this offering			
Carlyle Holdings partnership units held by our existing owners after the offering transactions (including Carlyle Holdings partnership units issued upon conversion of notes)(1):			
Vested			
Unvested			
Total			
Common units outstanding after the offering transactions if all outstanding Carlyle Holdings partnership units (other than those held by wholly-owned subsidiaries of The Carlyle Group L.P.) were exchanged for newly-issued common units on a one-for-one basis			
Carlyle Holdings Equity Ownership Percentages Following the Offering Transactions			
Percentage held by wholly-owned subsidiaries of The Carlyle Group L.P.	%	%	%
Percentage held by existing owners (other than wholly-owned subsidiaries of The Carlyle Group L.P.)	%	%	%
	%	%	%
Limited Partner Voting Power of The Carlyle Group L.P. Following the Offering Transactions			
Percentage held by investors in this offering	%	%	%
Percentage held by existing owners	%	%	%
	%	%	%
Use of Proceeds			
Proceeds from offering, net of underwriting discounts	$	$	$
Estimated offering expenses to be borne by Carlyle Holdings			
Remaining proceeds to Carlyle Holdings	$	$	$

	Initial Public Offering Price per Common Unit		
	$	$	$
	(Dollars in millions, except per unit data)		
Pro Forma Cash and Cash Equivalents and Capitalization of The Carlyle Group L.P.			
Cash and cash equivalents	$	$	$
Loans payable	$	$	$
Subordinated loan payable to Mubadala			
Loans payable to Consolidated Funds			
Redeemable non-controlling interests in consolidated entities			
Members' equity			
Accumulated other comprehensive income			
Equity appropriated for Consolidated Funds			
Non-controlling interests in consolidated entities			
Total capitalization	$	$	$
Dilution			
Pro forma net tangible book value per common unit after the offering	$	$	$
Dilution in pro forma net tangible book value per common unit to investors in this offering	$	$	$

(1) As further described in "Organizational Structure — Reorganization," the number of Carlyle Holdings partnership units to be received by Mubadala (as part of the Reorganization) upon conversion of the notes held by it will vary depending on the initial public offering price per common unit in this offering.

In addition, throughout this prospectus we provide information assuming that the underwriters' option to purchase an additional common units from us is not exercised. However, some of this information will be affected if the underwriters' option to purchase additional common units is exercised. The following table presents how some of the information set forth in this prospectus would be affected if the underwriters exercise in full their option to purchase additional common units where the initial public offering price per common unit is at the low-, mid- and high-points of the price range indicated on the front cover of this prospectus.

	Initial Public Offering Price per Common Unit		
	$	$	$
	(Dollars in millions, except per unit data)		
Outstanding Equity Following the Offering Transactions(1)			
Number of common units offered in this offering			
Common units outstanding after the offering transactions			
Number of Carlyle Holdings partnership units held by wholly-owned subsidiaries of The Carlyle Group L.P. after this offering			
Carlyle Holdings partnership units held by our existing owners after the offering transactions (including Carlyle Holdings partnership units issued upon conversion of notes)(1):			
Vested			
Unvested			
Total			
Common units outstanding after the offering transactions if all outstanding Carlyle Holdings partnership units (other than those held by wholly-owned subsidiaries of The Carlyle Group L.P.) were exchanged for newly-issued common units on a one-for-one basis			
Carlyle Holdings Equity Ownership Percentages Following the Offering Transactions			
Percentage held by wholly-owned subsidiaries of The Carlyle Group L.P.	%	%	%
Percentage held by existing owners (other than wholly-owned subsidiaries of The Carlyle Group L.P.)	%	%	%
	%	%	%
Limited Partner Voting Power of The Carlyle Group L.P. Following the Offering Transactions			
Percentage held by investors in this offering	%	%	%
Percentage held by existing owners	%	%	%
	%	%	%
Use of Proceeds			
Proceeds from offering, net of underwriting discounts	$	$	$
Proceeds used by The Carlyle Group L.P. to purchase newly-issued Carlyle Holdings partnership units from Carlyle Holdings			
Estimated offering expenses to be borne by Carlyle Holdings			
Remaining proceeds to Carlyle Holdings	$	$	$

	Initial Public Offering Price per Common Unit		
	$	$	$
	(Dollars in millions, except per unit data)		
Pro Forma Cash and Cash Equivalents and Capitalization of The Carlyle Group L.P.			
Cash and cash equivalents	$	$	$
Loans payable	$	$	$
Subordinated loan payable to Mubadala			
Loans payable of Consolidated Funds			
Redeemable non-controlling interests in consolidated entities			
Members' equity			
Accumulated other comprehensive loss			
Equity appropriated for Consolidated Funds			
Non-controlling interests in consolidated entities			
Total capitalization	$	$	$
Dilution			
Pro forma net tangible book value per common unit after the offering	$	$	$
Dilution in pro forma net tangible book value per common unit to investors in this offering	$	$	$

(1) As further described in "Organizational Structure — Reorganization," the number of Carlyle Holdings partnership units to be received by Mubadala (as part of the Reorganization) upon conversion of the notes held by it will vary depending on the initial public offering price per common unit in this offering.

CONFLICTS OF INTEREST AND FIDUCIARY RESPONSIBILITIES

Conflicts of Interest

Conflicts of interest exist and may arise in the future as a result of the relationships between our general partner or its affiliates (including each party's respective owners) on the one hand, and our partnership, its subsidiaries or our limited partners, on the other hand.

Whenever a potential conflict arises between our general partner or its affiliates or associates, on the one hand, and us, our subsidiaries or any other partner, on the other hand, our general partner will resolve that conflict. Our partnership agreement contains provisions that eliminate the fiduciary duties that otherwise would be owed by our general partner to our common unitholders and the partnership at law or in equity. Accordingly, our general partner will only be subject to the contractual duties set forth in our partnership agreement and to the implied contractual covenant of good faith and fair dealing. Our partnership agreement also limits the liability of our general partner and restricts the remedies available to common unitholders for actions taken that without those limitations might constitute breaches of duty (including fiduciary duties).

Under our partnership agreement, our general partner will not be in breach of its obligations under the partnership agreement or its duties to us or our common unitholders if the resolution of the conflict is:

- approved by the conflicts committee, although our general partner is not obligated to seek such approval;
- approved by the vote of a majority of the voting power of our voting units, excluding any voting units owned by our general partner and any of its affiliates, although our general partner is not obligated to seek such approval; or
- approved by our general partner in good faith as determined under the partnership agreement.

Our general partner may, but is not required to, seek the approval of such resolution from the conflicts committee or the holders of our voting units. If our general partner does not seek approval from the conflicts committee or the holders of our voting units, any resolution or course of action taken by it with respect to the conflict of interest shall be conclusively deemed approved by us and our partners and not a breach of our partnership agreement or any duty (including any fiduciary duties) unless our general partner subjectively believes that the resolution or course of action is opposed to the best interests of the partnership. In any proceeding brought by or on behalf of any limited partner or us or any other person bound by the partnership agreement, the person bringing or prosecuting such proceeding will have the burden of providing that the general partner subjectively believed that such resolution or course of action was opposed to the best interests of the partnership. Unless the resolution of a conflict is specifically provided for in our partnership agreement, our general partner or the conflicts committee may consider any factors it determines in good faith to consider when resolving a conflict.

The three bullet points above establish the procedures by which conflict of interest situations are to be resolved pursuant to our partnership agreement. These procedures benefit our general partner by providing our general partner with significant flexibility with respect to its ability to make decisions and pursue actions involving conflicts of interest. Given the significant flexibility afforded our general partner to resolve conflicts of interest — including that our general partner has the right to determine not to seek the approval of the common unitholders with respect to the resolution of such conflicts — the general partner may resolve conflicts of interest pursuant to the partnership agreement in a manner that common unitholders may not believe to be in their or in our best interests. Neither our common unitholders nor we will have any recourse against our general partner if our general partner satisfies one of the standards described in the three bullet points above.

In addition to the provisions relating to conflicts of interest, our partnership agreement contains provisions that waive or consent to conduct by our general partner and its affiliates that might otherwise raise issues about compliance with fiduciary duties or other applicable law. For example, our partnership agreement provides that when our general partner, in its capacity as our general partner, is permitted to or required to make a decision in its "sole discretion" or "discretion" or pursuant to any provision of our partnership agreement not subject to an express standard of "good faith," then our general partner will not be subject to any fiduciary duty and will be entitled to consider only such interests and factors as it desires, including its own interests, and will have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting us or any limited partners and will not be subject to any different standards imposed by the partnership agreement or otherwise existing at law, in equity or otherwise. These modifications of fiduciary duties are expressly permitted by Delaware law. Hence, we and our common unitholders will only have recourse and be able to seek remedies against our general partner if our general partner breaches its obligations pursuant to our partnership agreement. Unless our general partner breaches its obligations pursuant to our partnership agreement, we and our common unitholders will not have any recourse against our general partner even if our general partner were to act in a manner that was inconsistent with traditional fiduciary duties. Furthermore, even if there has been a breach of the obligations set forth in our partnership agreement, our partnership agreement provides that our general partner and its officers and directors will not be liable to us or our common unitholders for errors of judgment or for any acts or omissions unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that the general partner or its officers and directors acted in bad faith or engaged in fraud or willful misconduct. These modifications are detrimental to the common unitholders because they restrict the remedies available to common unitholders for actions that without those limitations might constitute breaches of duty (including fiduciary duty).

Potential Conflicts

Conflicts of interest could arise in the situations described below, among others.

Actions taken by our general partner may affect the amount of cash flow from operations to our common unitholders.

The amount of cash that is available for distribution to our common unitholders is affected by decisions of our general partner regarding such matters as:

- the amount and timing of cash expenditures, including those relating to compensation;
- the amount and timing of investments and dispositions;
- levels of indebtedness;
- tax matters;
- levels of reserves; and
- issuances of additional partnership securities.

In addition, borrowings by our partnership and our affiliates do not constitute a breach of any duty owed by our general partner to our common unitholders. Our partnership agreement provides that we and our subsidiaries may borrow funds from our general partner and its affiliates on terms agreed to by our general partner in good faith. Under our partnership agreement, those borrowings conclusively will be deemed to be in good faith and not a breach of our partnership agreement or any duty of the general partner if: (1) they are approved by the conflicts committee of our general partner or by the vote of a majority of the voting power of our voting units, excluding any voting units held by our general partner or any of its affiliates, in accordance with the terms of the partnership agreement or (2) they are otherwise approved by our general partner in good faith as determined under the partnership agreement account the totality of the relationships between the

parties involved (including other transactions that may be or have been particularly favorable or advantageous to us).

We will reimburse our general partner and its affiliates for expenses.

We will reimburse our general partner and its affiliates for all costs incurred in managing and operating us, and our partnership agreement provides that our general partner will determine the expenses that are allocable to us.

Our general partner intends to limit its liability regarding our obligations.

Our general partner intends to limit its liability under contractual arrangements so that the other party has recourse only to our assets, and not against our general partner, its assets or its owners. Our partnership agreement provides that any action taken by our general partner to limit its liability or our liability is not a breach of our general partner's fiduciary duties, even if we could have obtained more favorable terms without the limitation on liability. The limitation on our general partner's liability does not constitute a waiver of compliance with U.S. federal securities laws that would be void under Section 14 of the Securities Act.

Our common unitholders will have no right to enforce obligations of our general partner and its affiliates under agreements with us.

Any agreements between us on the one hand, and our general partner and its affiliates on the other, will not grant to the common unitholders, separate and apart from us, the right to enforce the obligations of our general partner and its affiliates in our favor.

Contracts between us, on the one hand, and our general partner and its affiliates, on the other, will not be the result of arm's-length negotiations.

Our partnership agreement allows our general partner to determine in its sole discretion any amounts to reimburse itself or its affiliates for any costs or expenses incurred in connection with our activities. Our general partner may also enter into additional contractual arrangements with any of its affiliates on our behalf. Neither the partnership agreement nor any of the other agreements, contracts and arrangements between us on the one hand, and our general partner and its affiliates on the other, are or will be the result of arm's-length negotiations. Our general partner will determine the terms of any of these transactions entered into after this offering on terms that it agrees to in good faith as determined under our partnership agreement. Our general partner and its affiliates will have no obligation to permit us to use any facilities or assets of our general partner and its affiliates, except as may be provided in contracts entered into specifically dealing with that use. There will not be any obligation of our general partner and its affiliates to enter into any contracts of this kind.

Our common units are subject to our general partner's limited call right.

Our general partner may exercise its right to call and purchase common units as provided in our partnership agreement or assign this right to one of its affiliates or to us. Our general partner may use its own discretion, free of fiduciary duty restrictions, in determining whether to exercise this right. As a result, a common unitholder may have his common units purchased from him at an undesirable time or price. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Limited Call Right."

We may choose not to retain separate counsel for ourselves or for the holders of common units.

Attorneys, independent accountants and others who will perform services for us are selected by our general partner or the conflicts committee, and may perform services for our general partner and its affiliates. We are not required to retain separate counsel for ourselves or the holders of our common units in the event of a conflict of interest between our general partner and its affiliates on the one hand, and us or the holders of our common units on the other.

Our general partner's affiliates may compete with us.

The partnership agreement provides that our general partner will be restricted from engaging in any business activities other than activities incidental to its ownership of interests in us. The partnership agreement does not prohibit affiliates of the general partner, including its owners, from engaging in other business or activities, including those that might compete directly with us.

Certain of our subsidiaries have obligations to investors in our investment funds and may have obligations to other third parties that may conflict with your interests.

Our subsidiaries that serve as the general partners of our investment funds have fiduciary and contractual obligations to the investors in those funds and some of our subsidiaries may have contractual duties to other third parties. As a result, we expect to regularly take actions with respect to the allocation of investments among our investment funds (including funds that have different fee structures), the purchase or sale of investments in our investment funds, the structuring of investment transactions for those funds, the advice we provide or otherwise that comply with these fiduciary and contractual obligations. In addition, directors and officers of our general partner, our senior Carlyle professionals, operating executives and other professionals have made personal investments in and alongside a variety of our investment funds, which may result in conflicts of interest among investors in our funds or our common unitholders regarding investment decisions for these funds. Some of these actions might at the same time adversely affect our near-term results of operations or cash flow.

U.S. federal income tax considerations of our partners may conflict with your interests.

Because our partners hold their Carlyle Holdings partnership units directly or through entities that are not subject to corporate income taxation and The Carlyle Group L.P. holds Carlyle Holdings partnership units through wholly-owned subsidiaries, at least one of which is subject to taxation as a corporation in the United States, conflicts may arise between our partners and The Carlyle Group L.P. relating to the selection and structuring of investments or other matters. Our limited partners will be deemed to expressly acknowledge that our general partner is under no obligation to consider the separate interests of our limited partners (including among other things the tax consequences to limited partners) in deciding whether to cause us to take (or decline to take) any actions.

Fiduciary Duties

Duties owed to common unitholders by our general partner are prescribed by law and our partnership agreement. The Delaware Limited Partnership Act provides that Delaware limited partnerships may in their partnership agreements expand, restrict or eliminate the duties (including fiduciary duties) otherwise owed by a general partner to limited partners and the partnership.

Our partnership agreement contains provisions that eliminate the fiduciary duties that otherwise would be owed by our general partner to our common unitholders and the partnership at law or in equity. Accordingly, our general partner will only be subject to the contractual duties set forth in our partnership agreement and to the implied contractual covenant of good faith and fair dealing. We have adopted these modifications to allow our general partner and its affiliates to engage in transactions with us that might otherwise be prohibited by state-law fiduciary duty standards and to take into account the interests of other parties in addition to our interests and the interests of the common unitholders when resolving conflicts of interest. Without these modifications, the general partner's ability to make decisions involving conflicts of interest would be restricted. These modifications are detrimental to the common unitholders because they restrict the remedies available to common unitholders for actions that without those limitations might constitute breaches of duty (including a fiduciary duty), as described below, and they permit our general

partner to take into account its own interests and the interests of third parties in addition to our interests and the interests of the common unitholders when resolving conflicts of interest.

The following is a summary of the duties owed by our general partner to the limited partners under our partnership agreement as compared to the default fiduciary duty standards that otherwise would be owed by our general partner to the limited partners at law or in equity:

State Law Fiduciary Duty Standards	Fiduciary duties are generally considered to include an obligation to act in good faith and with due care and loyalty. In the absence of a provision in a partnership agreement providing otherwise, the duty of care would generally require a general partner to inform itself prior to making a business decision of all material information reasonably available to it. In the absence of a provision in a partnership agreement providing otherwise, the duty of loyalty would generally prohibit a general partner of a Delaware limited partnership from taking any action or engaging in any transaction that is not fair to and in the best interests of the partnership where a conflict of interest is present.
Partnership Agreement Modified Standards	*General.* Our partnership agreement contains provisions that waive duties of or consent to conduct by our general partner and its affiliates that might otherwise raise issues about compliance with fiduciary duties or applicable law. For example, our partnership agreement provides that when our general partner, in its capacity as our general partner, is permitted to or required to make a decision in its "sole discretion" or "pursuant to any provision of our partnership agreement not subject to an express standard of "good faith" then our general partner will not be subject to any fiduciary duty and will be entitled to consider only such interests and factors as it desires, including its own interests, and will have no duty or obligation (fiduciary or otherwise) to give any consideration to any factors affecting us or any limited partners, including our common unitholders, and will not be subject to any different standards imposed by the partnership agreement or otherwise existing of law, in equity or otherwise. In addition, when our general partner is acting in its individual capacity, as opposed to in its capacity as our general partner, it may act without any fiduciary obligation to us or the common unitholders whatsoever. These standards reduce the obligations to which our general partner would otherwise be held. In addition to the other more specific provisions limiting the obligations of our general partner, our partnership agreement further provides that our general partner and its officers and directors will not be liable to us, our limited partners, including our common unitholders, or assignees for errors of judgment or for any acts or omissions unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that our general partner or its

	officers and directors acted in bad faith or engaged in fraud or willful misconduct. *Special Provisions Regarding Affiliated Transactions.* Our partnership agreement generally provides that affiliated transactions and resolutions of conflicts of interest not approved by a vote of holders of voting units (excluding voting units owned by the general partner and its affiliates) and that are not approved by the conflicts committee of the board of directors of our general partner will conclusively be deemed approved by the partnership and all partners, and will not constitute a breach of our partnership agreement or of any duty (including any fiduciary duty) existing at law, in equity or otherwise, unless our general Partner subjectively believes that the resolution or course of action in respect of such conflict of interest is opposed to the best interests of the partnership. In any proceeding brought by or on behalf of any limited partner, including our common unitholders, or our partnership or any other person bound by our partnership agreement, the person bringing or prosecuting such proceeding will have the burden of proving that the general Partner subjectively believed that such resolution or course of action was opposed to the best interests of the partnership. These standards reduce the obligations to which our general partner would otherwise be held.
Rights and Remedies of Common Unitholders Restricted by Modified Standards	The Delaware Limited Partnership Act generally provides that a limited partner may institute legal action on behalf of the partnership to recover damages from a third-party where a general partner has refused to institute the action or where an effort to cause a general partner to do so is not likely to succeed. In addition, the statutory or case law of some jurisdictions may permit a limited partner to institute legal action on behalf of himself and all other similarly situated limited partners to recover damages from a general partner for violations of its fiduciary duties to the limited partners.

By holding our common units, each common unitholder will automatically agree to be bound by the provisions in our partnership agreement, including the provisions discussed above. This is in accordance with the policy of the Delaware Limited Partnership Act favoring the principle of freedom of contract and the enforceability of partnership agreements. The failure of a common unitholder to sign our partnership agreement does not render our partnership agreement unenforceable against that person.

We have agreed to indemnify our general partner, any departing general partner, any person who is or was a tax matters partner, officer or director of our general partner or any departing general partner, any officer or directors of our general partner or any departing general partner who is or was serving at the request of our general partner as an officer, director, employee, member, partner, tax matters partner, agent, fiduciary or trustee of another person, any person who is named in the registration statement of which this prospectus forms a part as being or about to become a director of our general partner, or any person designated by our general partner, against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses),

judgments, fines, penalties, interest, settlements or other amounts incurred by our general partner or these other persons on an after tax basis. We have agreed to provide this indemnification unless there has been a final and non-appealable judgment by a court of competent jurisdiction determining that these persons acted in bad faith or engaged in fraud or willful misconduct. We have also agreed to provide this indemnification for criminal proceedings. Thus, our general partner could be indemnified for its negligent acts if it met the requirements set forth above. To the extent these provisions purport to include indemnification for liabilities arising under the Securities Act, in the opinion of the SEC such indemnification is contrary to public policy and therefore unenforceable. See “Material Provisions of The Carlyle Group L.P. Partnership Agreement — Indemnification.”

DESCRIPTION OF COMMON UNITS

Common Units

Our common units represent limited partner interests in The Carlyle Group L.P. The holders of our common units are entitled to participate in our distributions and exercise the rights or privileges available to limited partners under our partnership agreement. For a description of the relative rights and preferences of holders of our common units in and to our distributions, see "Cash Distribution Policy." For a description of the rights and privileges of limited partners under our partnership agreement, including voting rights, see "Material Provisions of The Carlyle Group L.P. Partnership Agreement."

The execution of the partnership agreement of The Carlyle Group L.P. by our general partner is a condition to the issuance of common units in this offering.

Unless our general partner determines otherwise, we will issue all our common units in uncertificated form.

Transfer of Common Units

By acceptance of the transfer of our common units in accordance with our partnership agreement, each transferee of our common units will be admitted as a common unitholder with respect to the common units transferred when such transfer and admission is reflected in our books and records. Additionally, each transferee of our common units:

- represents that the transferee has the capacity, power and authority to enter into our partnership agreement;
- will become bound by the terms of, and will be deemed to have agreed to be bound by, our partnership agreement;
- gives the consents, approvals, acknowledgements and waivers set forth in our partnership agreement, such as the approval of all transactions and agreements that we are entering into in connection with our formation and this offering.

A transferee will become a substituted limited partner of our partnership for the transferred common units automatically upon the recording of the transfer on our books and records. Our general partner will cause any transfers to be recorded on our books and records no less frequently than quarterly.

Common units are securities and are transferable according to the laws governing transfers of securities. In addition to other rights acquired upon transfer, the transferor gives the transferee the right to become a substituted limited partner in our partnership for the transferred common units.

Until a common unit has been transferred on our books, we and the transfer agent, notwithstanding any notice to the contrary, may treat the record holder of the common unit as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations. A beneficial holder's rights are limited solely to those that it has against the record holder as a result of any agreement between the beneficial owner and the record holder.

Transfer Agent and Registrar

American Stock Transfer & Trust Company will serve as registrar and transfer agent for our common units. You may contact the registrar and transfer agent at 6201 15th Avenue, Brooklyn, NY 11219.

MATERIAL PROVISIONS OF THE CARLYLE GROUP L.P. PARTNERSHIP AGREEMENT

The following is a summary of the material provisions of the Amended and Restated Agreement of Limited Partnership of The Carlyle Group L.P. The Amended and Restated Agreement of Limited Partnership of The Carlyle Group L.P. as it will be in effect at the time of this offering, which is referred to in this prospectus as our partnership agreement, is included in this prospectus as Appendix A, and the following summary is qualified by reference thereto. For additional information, you should read the limited partnership agreement included in Appendix A to this prospectus, "Description of Common Units — Transfer of Common Units" and "Material U.S. Federal Tax Considerations."

General Partner

Our general partner, Carlyle Group Management L.L.C., will manage all of our operations and activities. Our general partner is authorized in general to perform all acts that it determines to be necessary or appropriate to carry out our purposes and to conduct our business. Our partnership agreement will contain provisions that reduce or eliminate duties (including fiduciary duties) of our general partner and limit remedies available to common unitholders for actions that might otherwise constitute a breach of duty. See "Conflicts of Interest and Fiduciary Responsibilities." Carlyle Group Management L.L.C. is wholly-owned by our senior Carlyle professionals. See "Management — Composition of the Board of Directors after this Offering." Our common unitholders have only limited voting rights on matters affecting our business and therefore have limited ability to influence management's decisions regarding our business. The voting rights of our common unitholders are limited as set forth in our partnership agreement and in the Delaware Limited Partnership Act. For example, our general partner may generally make amendments to our partnership agreement or certificate of limited partnership without the approval of any common unitholder as set forth under "— Amendment of the Partnership Agreement — No Limited Partner Approval."

Organization

We were formed on July 18, 2011 and will continue until cancellation of our certificate of limited partnership as provided in the Delaware Limited Partnership Act.

Purpose

Under our partnership agreement we will be permitted to engage, directly or indirectly, in any business activity that is approved by our general partner in its sole discretion and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Limited Partnership Act.

Power of Attorney

Each limited partner, and each person who acquires a limited partner interest in accordance with our partnership agreement, grants to our general partner and, if appointed, a liquidator, a power of attorney to, among other things, execute and file documents required for our qualification, continuance, dissolution or termination. The power of attorney will also grant our general partner the authority to amend, and to make consents and waivers under, our partnership agreement and certificate of limited partnership, in each case in accordance with our partnership agreement.

Capital Contributions

Our common unitholders will not be obligated to make additional capital contributions, except as described below under "— Limited Liability." Our general partner is not obligated to make any capital contributions.

Limited Liability

Assuming that a limited partner does not participate in the control of our business within the meaning of the Delaware Limited Partnership Act and that he, she or it otherwise acts in conformity with the provisions of our partnership agreement, his, her or its liability under the Delaware Limited Partnership Act will be limited, subject to possible exceptions, to the amount of capital he, she or it is obligated to contribute to us for his, her or its common units, plus his, her or its share of any undistributed profits and assets, plus his, her or its obligation to make other payments that will be provided for in our partnership agreement. If it were determined however that the right, or exercise of the right, by the limited partners as a group:

- to elect the directors of our general partner in limited circumstances,
- to approve some amendments to our partnership agreement, or
- to take other action under our partnership agreement,

constituted "participation in the control" of our business for the purposes of the Delaware Limited Partnership Act, then our limited partners could be held personally liable for our obligations under the laws of Delaware to the same extent as our general partner. This liability would extend to persons who transact business with us who reasonably believe that the limited partner is a general partner. Neither our partnership agreement nor the Delaware Limited Partnership Act specifically provides for legal recourse against our general partner if a limited partner were to lose limited liability through any fault of our general partner. While this does not mean that a limited partner could not seek legal recourse, we know of no precedent for this type of a claim in Delaware case law. The limitation on our general partner's liability does not constitute a waiver of compliance with U.S. federal securities laws that would be void under Section 14 of the Securities Act.

Under the Delaware Limited Partnership Act, a limited partnership may not make a distribution to a partner if, after the distribution, all liabilities of the limited partnership, other than liabilities to partners on account of their partnership interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of the assets of the limited partnership. For the purpose of determining the fair value of the assets of a limited partnership, the Delaware Limited Partnership Act provides that the fair value of property subject to liability for which recourse of creditors is limited will be included in the assets of the limited partnership only to the extent that the fair value of that property exceeds the non-recourse liability. The Delaware Limited Partnership Act provides that a limited partner who receives a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Limited Partnership Act will be liable to the limited partnership for the amount of the distribution for three years from the date of the distribution. Under the Delaware Limited Partnership Act, a substituted limited partner of a limited partnership is liable for the obligations of his assignor to make contributions to the partnership, except that such person is not obligated for liabilities unknown to him at the time he became a limited partner and that could not be ascertained from the partnership agreement.

Moreover, if it were determined that we were conducting business in any state without compliance with the applicable limited partnership statute, or that the right or exercise of the right by the limited partners as a group to elect the directors of our general partner, to approve some amendments to our partnership agreement or to take other action under our partnership agreement constituted "participation in the control" of our business for purposes of the statutes of any relevant jurisdiction, then the limited partners could be held personally liable for our obligations under the law of that jurisdiction to the same extent as our general partner under the circumstances. We intend to operate in a manner that our general partner considers reasonable and necessary or appropriate to preserve the limited liability of the limited partners.

Issuance of Additional Securities

Our partnership agreement authorizes us to issue an unlimited number of additional partnership securities and options, rights, warrants and appreciation rights relating to partnership securities for the consideration and on the terms and conditions established by our general partner in its sole discretion without the approval of any limited partners.

In accordance with the Delaware Limited Partnership Act and the provisions of our partnership agreement, we may also issue additional partnership interests that have designations, preferences, rights, powers and duties that are different from, and may be senior to, those applicable to the common units.

Distributions

Distributions will be made to the partners pro rata according to the percentages of their respective partnership interests. See "Cash Distribution Policy."

Amendment of the Partnership Agreement

General

Amendments to our partnership agreement may be proposed only by our general partner. To adopt a proposed amendment, other than the amendments that require the approval of each limited partner affected or that do not require limited partner approval, each as discussed below, our general partner must seek approval of the holders of a majority of our outstanding voting units, unless a greater or lesser percentage is required under our partnership agreement, in order to approve the amendment or call a meeting of the limited partners to consider and vote upon the proposed amendment. See "— Meetings; Voting."

Prohibited Amendments

No amendment may be made that would:

(1) enlarge the obligations of any limited partner without its consent, unless such enlargement may be deemed to have occurred as a result of any amendment that would have a material adverse effect on the rights or preferences of any class of partnership interests in relation to other classes of partnership interests that has been approved by the holders of not less than a majority of the outstanding partnership interests of the class affected; or

(2) enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable by us to our general partner or any of its affiliates without the consent of our general partner, which may be given or withheld in its sole discretion.

No Limited Partner Approval

Our general partner may generally make amendments to our partnership agreement or certificate of limited partnership without the approval of any limited partner to reflect:

(1) a change in the name of the partnership, the location of the partnership's principal place of business, the partnership's registered agent or its registered office;

(2) the admission, substitution, withdrawal or removal of partners in accordance with our partnership agreement;

(3) a change that our general partner determines in its sole discretion is necessary or appropriate for the partnership to qualify or to continue our qualification as a limited partnership or a partnership in which the limited partners have limited liability under the laws of any state or other jurisdiction or to ensure that the partnership will not be treated as an

association taxable as a corporation or otherwise taxed as an entity for U.S. federal income tax purposes;

(4) a change that our general partner determines in its sole discretion to be necessary or appropriate to address certain changes in U.S. federal, state or local income tax regulations, legislation or interpretation;

(5) an amendment that is necessary, in the opinion of our counsel, to prevent the partnership or our general partner or its directors, officers, employees, agents or trustees, from having a material risk of being in any manner subjected to registration under the provisions of the 1940 Act, the Advisers Act or "plan asset" regulations adopted under ERISA, whether or not substantially similar to plan asset regulations currently applied or proposed by the U.S. Department of Labor;

(6) an amendment that our general partner determines in its sole discretion to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of partnership securities or options, rights, warrants or appreciation rights relating to partnership securities;

(7) any amendment expressly permitted in our partnership agreement to be made by our general partner acting alone;

(8) an amendment effected, necessitated or contemplated by an agreement of merger, consolidation or other business combination agreement that has been approved under the terms of our partnership agreement;

(9) any amendment that in the sole discretion of our general partner is necessary or appropriate to reflect and account for the formation by the partnership of, or its investment in, any corporation, partnership, joint venture, limited liability company or other entity;

(10) a change in our fiscal year or taxable year and related changes;

(11) a merger with or conversion or conveyance to another limited liability entity that is newly formed and has no assets, liabilities or operations at the time of the merger, conversion or conveyance other than those it receives by way of the merger, conversion or conveyance or those arising out of its incorporation or formation;

(12) an amendment effected, necessitated or contemplated by an amendment to any partnership agreement of the Carlyle Holdings partnerships that requires unitholders of any Carlyle Holdings partnership to provide a statement, certification or other proof of evidence to the Carlyle Holdings partnerships regarding whether such unitholder is subject to U.S. federal income taxation on the income generated by the Carlyle Holdings partnerships;

(13) any amendment to the forum selection provisions of the partnership agreement that the general partner determines in good faith;

(14) any amendment that the general partner determines to be necessary or appropriate to cure any ambiguity, omission, mistake, defect or inconsistency; or

(15) any other amendments substantially similar to any of the matters described in (1) through (14) above.

In addition, our general partner may make amendments to our partnership agreement without the approval of any limited partner if those amendments, in the discretion of our general partner:

(1) do not adversely affect our limited partners considered as a whole (or adversely affect any particular class of partnership interests as compared to another class of partnership interests, except under clause (6) above) in any material respect; provided, however, for purposes of determining whether an amendment satisfies the requirements in this clause (1), our general partner may disregard any adverse effect on any class or classes of partnership

interests that have approved such amendment by the holders of not less than a majority of the outstanding partnership interests of the class so affected;

(2) are necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal, state, local or non-U.S. agency or judicial authority or contained in any federal, state, local or non-U.S. statute (including the Delaware Limited Partnership Act);

(3) are necessary or appropriate to facilitate the trading of limited partner interests or to comply with any rule, regulation, guideline or requirement of any securities exchange on which the limited partner interests are or will be listed for trading;

(4) are necessary or appropriate for any action taken by our general partner relating to splits or combinations of units under the provisions of our partnership agreement; or

(5) are required to effect the intent expressed in the registration statement of which this prospectus forms a part or the intent of the provisions of our partnership agreement or are otherwise contemplated by our partnership agreement.

Opinion of Counsel and Limited Partner Approval

Our general partner will not be required to obtain an opinion of counsel that an amendment will not result in a loss of limited liability to the limited partners if one of the amendments described above under "— No Limited Partner Approval" should occur. No other amendments to our partnership agreement (other than an amendment pursuant to a merger, sale or other disposition of assets effected in accordance with the provisions described under "— Merger, Sale or Other Disposition of Assets" or an amendment described in the following paragraphs) will become effective without the approval of holders of at least 90% of the outstanding voting units, unless we obtain an opinion of counsel to the effect that the amendment will not affect the limited liability of any of our limited partners under the Delaware Limited Partnership Act.

Except for amendments that may be adopted solely by our general partner or pursuant to a merger, any amendment that would have a material adverse effect on the rights or preferences of any class of partnership interests in relation to other classes of partnership interests will also require the approval of the holders of not less than a majority of the outstanding partnership interests of the class so affected. Unless our general partner determines otherwise in its sole discretion, only our voting units will be treated as a separate class of partnership interest for this purpose.

In addition, any amendment that reduces the voting percentage required to take any action under our partnership agreement must be approved by the written consent or the affirmative vote of limited partners whose aggregate outstanding voting units constitute not less than the voting or consent requirement sought to be reduced.

Merger, Sale or Other Disposition of Assets

Our partnership agreement provides that our general partner in its sole discretion may not, without the approval of the holders of at least a majority of the voting power of the outstanding voting units, cause us to, among other things, sell or exchange all or substantially all of our assets in a single transaction or a series of related transactions, or approve the sale, exchange or other disposition of all or substantially all of the assets of our subsidiaries; provided, however our general partner in its sole discretion may mortgage, pledge, hypothecate or grant a security interest in any or all of our assets (including for the benefit of persons other than us or our subsidiaries), including, in each case, pursuant to any forced sale of any or all of our assets pursuant to the foreclosure or other realization upon those encumbrances without the approval of the limited partners.

Our general partner may, with the approval of the holders of at least a majority of the voting power of the outstanding voting units, cause us to merge or consolidate or otherwise combine with

one or more other persons. In addition, if conditions specified in our partnership agreement are satisfied, our general partner may, without limited partner approval, convert or merge us into, or convey some or all of our assets to, a newly formed limited liability entity if (i) the sole purpose of that merger or conveyance is to effect a mere change in our legal form into another limited liability entity, (ii) our general partner receives an opinion of counsel that the merger or conveyance will not result in the loss of limited liability of any limited partner, and (iii) the governing instruments of the new entity provide the limited partners and our general partner with substantially the same rights and obligations as are contained in the partnership agreement. Additionally, our general partner may, without limited partner approval, cause our subsidiaries to merge or consolidate or otherwise combine with one or more other persons. The common unitholders will not be entitled to dissenters' rights of appraisal under our partnership agreement or the Delaware Limited Partnership Act in the event of a merger or consolidation, a sale of substantially all of our assets or any other similar transaction or event.

Election to be Treated as a Corporation

If our general partner, in its sole discretion, determines that it is no longer in our interests to continue as a partnership for U.S. federal income tax purposes, our general partner may elect to treat our partnership (or any of our subsidiaries) as an association or as a publicly traded partnership taxable as a corporation for U.S. federal (and applicable state) income tax purposes or may effect such change by merger or conversion or otherwise under applicable law.

Dissolution

We will dissolve upon:

(1) the election of our general partner to dissolve our partnership, if approved by the holders of a majority of the voting power of the partnership's outstanding voting units;

(2) there being no limited partners, unless our partnership is continued without dissolution in accordance with the Delaware Limited Partnership Act;

(3) the entry of a decree of judicial dissolution of our partnership pursuant to the Delaware Limited Partnership Act; or

(4) the withdrawal of our general partner or any other event that results in its ceasing to be our general partner other than by reason of a transfer by our general partner of all of its general partner interests pursuant to our partnership agreement unless a successor general partner is appointed in accordance with our partnership agreement.

Upon a dissolution under clause (4), the holders of a majority of the voting power of our outstanding voting units may also elect, within specific time limitations, to continue the partnership's business without dissolution on the same terms and conditions described in the partnership agreement by appointing as a successor general partner an individual or entity approved by the holders of a majority of the voting power of the outstanding voting units, subject to the partnership's receipt of an opinion of counsel to the effect that: (1) the action would not result in the loss of limited liability of any limited partner; and (2) neither we nor any of our subsidiaries (excluding those formed or existing as corporations) would be treated as an association taxable as a corporation or otherwise be taxable as an entity for U.S. federal income tax purposes upon the exercise of that right to continue.

Liquidation and Distribution of Proceeds

Upon our dissolution, our general partner shall act, or select in its sole discretion one or more persons to act, as liquidator. Unless we are continued as a limited partnership, the liquidator authorized to wind up our affairs will, acting with all of the powers of our general partner that the liquidator deems necessary or appropriate in its judgment, liquidate our assets and apply the proceeds of the liquidation first, to discharge our liabilities as provided in our partnership

agreement and by law, and thereafter, to the partners according to the percentages of their respective partnership interests as of a record date selected by the liquidator. The liquidator may defer liquidation or distribution of our assets for a reasonable period of time or distribute assets to partners in kind if it determines that an immediate sale or distribution of all or some of our assets would be impractical or would cause undue loss to the partners.

Withdrawal or Removal of the General Partner

Except as described below, our general partner will agree not to withdraw voluntarily as the general partner on or prior to December 31, 2021 without obtaining the approval of the holders of at least a majority of the voting power of the outstanding voting units, excluding voting units held by our general partner and its affiliates, and furnishing an opinion of counsel regarding tax and limited liability matters. After December 31, 2021, our general partner may withdraw as general partner without first obtaining approval of any common unitholder by giving 90 days' advance notice, and that withdrawal will not constitute a violation of our partnership agreement. Notwithstanding the foregoing, our general partner may withdraw at any time without common unitholder approval upon 90 days' advance notice to the limited partners if at least 50% of the outstanding common units are beneficially owned, owned of record or otherwise controlled by one person and its affiliates other than our general partner and its affiliates.

Upon the withdrawal of our general partner under any circumstances, the holders of a majority of the voting power of the partnership's outstanding voting units may elect a successor to that withdrawing general partner. If a successor is not elected, or is elected but an opinion of counsel regarding limited liability and tax matters cannot be obtained, the partnership will be dissolved, wound up and liquidated, unless within specific time limitations after that withdrawal, the holders of a majority of the voting power of the partnership's outstanding voting units agree in writing to continue our business and to appoint a successor general partner. See "— Dissolution" above.

Our common unitholders will have no right to remove or expel, with or without cause, our general partner.

In circumstances where a general partner withdraws and a successor general partner is elected in accordance with our partnership agreement, the departing general partner will have the option to require the successor general partner to purchase the general partner interest of the departing general partner for a cash payment equal to its fair value. This fair value will be determined by agreement between the departing general partner and the successor general partner. If no agreement is reached within 30 days of the effective date of the general partner's departure, an independent investment banking firm or other independent expert, which, in turn, may rely on other experts, selected by the departing general partner and the successor general partner will determine the fair value. If the departing general partner and the successor general partner cannot agree upon an expert within 45 days of the effective date of the general partner's departure, then an expert chosen by agreement of the independent investment banking firms or independent experts selected by each of them will determine the fair value.

If the option described above is not exercised by the departing general partner, the departing general partner's general partner interest will automatically convert into common units pursuant to a valuation of those interests as determined by an investment banking firm or other independent expert selected in the manner described in the preceding paragraph.

In addition, we will be required to reimburse the departing general partner for all amounts due the departing general partner, including without limitation all employee-related liabilities, including severance liabilities, incurred for the termination of any employees employed by the departing general partner or its affiliates for the partnership's benefit.

Transfer of General Partner Interests

Except for transfer by our general partner of all, but not less than all, of its general partner interests in the partnership to an affiliate of our general partner, or to another entity as part of the merger or consolidation of our general partner with or into another entity or the transfer by our general partner of all but not less than all, of its assets to another entity, our general partner may not transfer all or any part of its general partner interest in the partnership to another person prior to December 31, 2021 without the approval of the holders of at least a majority of the voting power of the partnership's outstanding voting units, excluding voting units held by our general partner and its affiliates. On or after December 31, 2021, our general partner may transfer all or any part of its general partner interest without first obtaining approval of any common unitholder. As a condition of this transfer, the transferee must assume the rights and duties of the general partner under our partnership agreement and agree to be bound by the provisions of our partnership agreement and furnish to us an opinion of counsel regarding limited liability matters. At any time, the members of our general partner may sell or transfer all or part of their limited liability company interests in our general partner without the approval of the common unitholders.

Limited Call Right

If at any time:

(i) less than 10% of the total limited partner interests of any class then outstanding (other than special voting units), including our common units, are held by persons other than our general partner and its affiliates; or

(ii) the partnership is subjected to registration under the provisions of the 1940 Act,

our general partner will have the right, which it may assign in whole or in part to any of its affiliates or to us, exercisable in its sole discretion, to purchase all, but not less than all, of the remaining limited partner interests of the class held by unaffiliated persons as of a record date to be selected by our general partner, on at least ten but not more than 60 days notice. The purchase price in the event of this purchase is the greater of:

(1) the current market price as of the date three days before the date the notice is mailed, and

(2) the highest cash price paid by our general partner or any of its affiliates acting in concert with us for any limited partner interests of the class purchased within the 90 days preceding the date on which our general partner first mails notice of its election to purchase those limited partner interests.

As a result of our general partner's right to purchase outstanding limited partner interests, a holder of limited partner interests may have his limited partner interests purchased at an undesirable time or price. The U.S. tax consequences to a common unitholder of the exercise of this call right are the same as a sale by that common unitholder of his common units in the market. See "Material U.S. Federal Tax Considerations — United States Taxes — Consequences to U.S. Holders of Common Units."

Meetings; Voting

Except as described below regarding a person or group owning 20% or more of The Carlyle Group L.P. common units then outstanding, record holders of common units (other than any person whom our general partner may from time to time with such person's consent designate as a non-voting common unitholder) or of special voting units will be entitled to notice of, and to vote at, meetings of our limited partners and to act upon matters as to which holders of limited partner interests have the right to vote or to act.

Except as described below regarding a person or group owning 20% or more of The Carlyle Group L.P. common units then outstanding, each record holder of a common unit of The Carlyle Group L.P. (other than any person whom our general partner may from time to time with such person's consent designate as a non-voting common unitholder) is entitled to a number of votes equal to the number of common units held of record as of the relevant record date.

In addition, TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, will hold a special voting unit that provides it with a number of votes on any matter that may be submitted for a vote of our common unitholders that is equal to the aggregate number of vested and unvested Carlyle Holdings partnership units held by any limited partner of Carlyle Holdings that does not itself hold a special voting unit. A special voting unit held by any holder other than TCG Carlyle Global Partners L.L.C. will provide that holder with a number of votes on any matter that may be submitted for a vote of our common unitholders that is equal to the number of vested and unvested Carlyle Holdings partnership units held by such holder. We do not expect any holder other than TCG Carlyle Global Partners L.L.C. to hold a special voting unit upon consummation of this offering. We refer to our common units (other than those held by any person whom our general partner may from time to time with such person's consent designate as a non-voting common unitholder) and our special voting units as "voting units." Our voting units will be treated as a single class on all such matters submitted for a vote of our common unitholders. If the ratio at which Carlyle Holdings partnership units are exchangeable for our common units changes from one-for-one as described under "Certain Relationships and Related Person Transactions — Exchange Agreement," the number of votes to which the holders of the special voting units are entitled will be adjusted accordingly. Additional limited partner interests having special voting rights could also be issued. See "— Issuance of Additional Securities" above.

In the case of common units held by our general partner on behalf of non-citizen assignees, our general partner will distribute the votes on those common units in the same ratios as the votes of partners in respect of other limited partner interests are cast.

Our general partner does not anticipate that any meeting of common unitholders will be called in the foreseeable future. Any action that is required or permitted to be taken by the limited partners may be taken either at a meeting of the limited partners or without a meeting, without a vote and without prior notice if consented to in writing or by electronic transmission by limited partners owning not less than the minimum percentage of the voting power of the outstanding limited partner interests that would be necessary to authorize or take that action at a meeting at which all the limited partners were present and voted. Meetings of the limited partners may be called by our general partner or by limited partners owning at least 50% or more of the voting power of the outstanding limited partner interests of the class or classes for which a meeting is proposed. Common unitholders may vote either in person or by proxy at meetings. The holders of a majority of the voting power of the outstanding limited partner interests of the class or classes for which a meeting has been called, represented in person or by proxy, will constitute a quorum unless any action by the limited partners requires approval by holders of a greater percentage of such limited partner interests, in which case the quorum will be the greater percentage.

However, if at any time any person or group (other than our general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates) acquires, in the aggregate, beneficial ownership of 20% or more of any class of The Carlyle Group L.P. common units then outstanding, that person or group will lose voting rights on all of its common units and the common units owned by such person or group may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of limited partners, calculating required votes, determining the presence of a quorum or for other similar purposes.

Election of Directors of General Partner

On January 31 of each year (each a "Determination Date"), our general partner will determine whether the total voting power held by (i) holders of the special voting units in The Carlyle Group L.P. (including voting units held by our general partner and its affiliates) in their capacity as such, (ii) then-current or former Carlyle personnel (treating voting units deliverable to such persons pursuant to outstanding equity awards as being held by them), or (iii) any estate, trust, partnership or limited liability company or other similar entity of which any such person is a trustee, partner, member or similar party, respectively, constitutes at least 10% of the voting power of the outstanding voting units of The Carlyle Group L.P., which we refer to as the "Carlyle Partners Ownership Condition."

The method of nomination, election and removal of the members of the board of directors of our general partner shall be determined accordingly as follows: (i) in any year in which our general partner has determined on the applicable Determination Date that the Carlyle Partners Ownership Condition has not been satisfied, the directors shall be elected at an annual meeting of our common unitholders; and (ii) in any year in which our general partner has determined on the applicable Determination Date that the Carlyle Partners Ownership Condition has been satisfied, the board of directors of our general partner will be appointed and removed by its members in accordance with the limited liability company agreement of our general partner and not by our limited partners. See "Management — Composition of the Board of Directors after this Offering."

We will hold an annual meeting of our common unitholders for the election of directors in any year in which we do not satisfy the Carlyle Partners Ownership Condition on the applicable Determination Date. At any such annual meeting, the holders of outstanding voting units shall vote together as a single class for the election of directors to the board of directors of our general partner. Our limited partners shall elect by a plurality of the votes cast at such meeting persons to serve as directors who are nominated in accordance with our partnership agreement. If our general partner has provided at least thirty days advance notice of any meeting at which directors are to be elected, then the limited partners holding outstanding voting units that attend such meeting shall constitute a quorum, and if the our general partner has provided less than thirty days advance notice of any such meeting, then limited partners holding a majority of the voting power of our outstanding voting units shall constitute a quorum.

Prior to any annual meeting of our common unitholders for the election of directors held in the next succeeding year following a year in which an annual meeting of our common unitholders for the election of directors was not held (each such annual meeting an "Initial Annual Meeting"), the board of directors of our general partner shall be divided into three classes, Class I, Class II, and Class III, as determined by the then-existing board of directors in its sole discretion. Each Director shall serve for a three-year term; provided, however, that the directors designated to Class I shall serve for an initial term that expires on the applicable Initial Annual Meeting, the directors designated to Class II shall serve for an initial term that expires on the first annual meeting following the applicable Initial Annual Meeting, and the directors designated to Class III shall serve for an initial term that expires on the second annual meeting following the applicable Initial Annual Meeting. At each succeeding annual meeting of limited partners for the election of Directors following an Initial Annual Meeting, successors to the directors whose term expires at that annual meeting shall be elected for a three-year term. If in any year following an Initial Annual Meeting, our general partner determines on the applicable Determination Date that the Carlyle Partners Ownership Condition has been satisfied, the board of directors of our general partner will be appointed and removed by its members in accordance with the limited liability company agreement of our general partner and not by our limited partners.

Non-Voting Common Unitholders

Any person whom our general partner may from time to time with such person's consent designate as a non-voting common unitholder, will have no voting rights whatsoever with respect to their common units, including any voting rights that may otherwise exist under our partnership agreement, under the Delaware Limited Partnership Act, at law, in equity or otherwise, provided that any amendment to the partnership agreement that would have a material adverse effect on the rights or preferences of our common units beneficially owned by non-voting common unitholders in relation to other common units must be approved by the holders of not less than a majority of the common units beneficially owned by the non-voting common unitholders. However, unaffiliated third party transferees of common units from a non-voting common unitholder will have the same voting rights with respect to such common units as other holders of common units.

Status as Limited Partner

By transfer of common units in accordance with our partnership agreement, each transferee of common units will be admitted as a limited partner with respect to the common units transferred when such transfer and admission is reflected in our books and records. The common units will be fully paid and non-assessable except as such non-assessability may be affected by section 17-607 as described under "— Limited Liability" above, pursuant to Section 17-804 of the Delaware Limited Partnership Act (which relates to the liability of a limited partner who receives a distribution of assets during the winding up of a limited partnership and who knew at the time of such distribution that it was in violation of this provision) or as set forth in the partnership agreement.

Non-Citizen Assignees; Redemption

If the partnership or any subsidiary is or becomes subject to federal, state or local laws or regulations that in the determination of our general partner in its sole discretion create a substantial risk of cancellation or forfeiture of any property in which the partnership or any subsidiary has an interest because of the nationality, citizenship or other related status of any limited partner, we may redeem the common units held by that limited partner at their current market price. To avoid any cancellation or forfeiture, our general partner may require each limited partner to furnish information about his, her or its nationality, citizenship or related status. If a limited partner fails to furnish information about his nationality, citizenship or other related status within 30 days after receipt of a request for the information or our general partner determines, with the advice of counsel, after receipt of the information that the limited partner is not an eligible citizen, the limited partner may be treated as a non-citizen assignee. A non-citizen assignee does not have the right to direct the voting of his, her or its common units and may not receive distributions in kind upon our liquidation but will be entitled to the cash equivalent thereof.

Indemnification

Under our partnership agreement, in most circumstances we will indemnify the following persons, to the fullest extent permitted by law, from and against all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts on an after tax basis:

- our general partner;
- any departing general partner;
- any person who is or was a tax matters partner, officer or director of our general partner or any departing general partner;
- any officer or director of our general partner or any departing general partner who is or was serving at the request of our general partner or any departing general partner as an officer,

director, employee, member, partner, tax matters partner, agent, fiduciary or trustee of another person;

- any person who controls a general partner or departing general partner;
- any person who is named in the registration statement of which this prospectus forms a part as being or about to become a director of our general partner; or
- any person designated by our general partner in its sole discretion.

We would agree to provide this indemnification unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that these persons acted in bad faith or engaged in fraud or willful misconduct. We will also agree to provide this indemnification for criminal proceedings. Any indemnification under these provisions will only be out of the partnership's assets. The general partner will not be personally liable for, or have any obligation to contribute or loan funds or assets to the partnership to enable the partnership to effectuate indemnification. The indemnification of the persons described above in the fourth bullet point shall be secondary to any indemnification such person is entitled from another person or the relevant Carlyle fund to the extent applicable. Our partnership agreement will provide that each of our limited partners and any other person who acquires an equity interest in the partnership will waive, to the fullest extent permitted by law, any and all rights to seek punitive and certain other damages. We may purchase insurance against liabilities asserted against and expenses incurred by persons for our activities, regardless of whether the partnership would have the power to indemnify the person against liabilities under our partnership agreement.

Forum Selection

Our partnership agreement will provide that the partnership, the general partner, each of the limited partners, each person in whose name any interest in the partnership is registered, each other person who acquires an interest in any equity interest in the partnership and each other person who is bound by the partnership agreement (collectively, the "Consenting Parties" and each a "Consenting Party") (1) irrevocably agrees that, unless the general partner shall otherwise agree in writing, any claims, suits, actions or proceedings arising out of or relating in any way to the partnership agreement or any interest in the partnership (including, without limitation, any claims, suits or actions under or to interpret, apply or enforce (A) the provisions of the partnership agreement, including, without limitation, the validity, scope or enforceability of the forum selection provisions thereof, (B) the duties, obligations or liabilities of the partnership to the limited partners or the general partner, or of limited partners or the general partner to the partnership, or among the limited partners and the general partner, (C) the rights or powers of, or restrictions on, the partnership, the limited partners or the general partner, (D) any provision of the Delaware Limited Partnership Act or other similar applicable statutes, (E) any other instrument, document, agreement or certificate contemplated either by any provision of the Delaware Limited Partnership Act relating to the partnership or by our partnership agreement, or (F) the federal securities laws of the United States or the securities or antifraud laws of any international, national, state, provincial, territorial, local or other governmental or regulatory authority, including, in each case, the applicable rules and regulations promulgated thereunder (regardless of whether such Disputes (x) sound in contract, tort, fraud or otherwise, (y) are based on common law, statutory, equitable, legal or other grounds, or (z) are derivative or direct claims)) (a "Dispute"), shall be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction; (2) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding; (3) irrevocably agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of such courts or any other court to which proceedings in such courts may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; (4) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; (5) consents to

process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices under our partnership agreement, and agrees that such service shall constitute good and sufficient service of process and notice thereof; *provided*, that nothing in clause (5) hereof shall affect or limit any right to serve process in any other manner permitted by law; (6) irrevocably waives any and all right to trial by jury in any such claim, suit, action or proceeding; (7) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate; and (8) agrees that if a Dispute that would be subject to the forum selection provisions of the partnership agreement if brought against a Consenting Party is brought against an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates (other than Disputes brought by the employer or principal of any such employee, officer, director, agent or indemnitee) for alleged actions or omissions of such employee, officer, director, agent or indemnitee undertaken as an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates, such employee, officer, director, agent or indemnitee shall be entitled to invoke the forum selection provisions of the partnership agreement.

Books and Reports

Our general partner is required to keep appropriate books of the partnership's business at our principal offices or any other place designated by our general partner. The books will be maintained for both tax and financial reporting purposes on an accrual basis. For tax and financial reporting purposes, our year ends on December 31.

As soon as reasonably practicable after the end of each fiscal year, we will furnish to each partner tax information (including a Schedule K-1), which describes on a U.S. dollar basis such partner's share of our income, gain, loss and deduction for our preceding taxable year. It may require longer than 90 days after the end of our fiscal year to obtain the requisite information from all lower-tier entities so that Schedule K-1s may be prepared for our partnership. Consequently, holders of common units who are U.S. taxpayers should anticipate the need to file annually with the IRS (and certain states) a request for an extension past April 15 or the otherwise applicable due date of their income tax return for the taxable year. In addition, each partner will be required to report for all tax purposes consistently with the information provided by us. See "Material U.S. Federal Tax Considerations — Administrative Matters — Information Returns."

Right to Inspect Our Books and Records

Our partnership agreement will provide that a limited partner can, for a purpose reasonably related to his interest as a limited partner, upon reasonable written demand stating the purpose for such demand and at his own expense, have furnished to him:

- promptly after becoming available, a copy of our U.S. federal income tax returns (excluding for the avoidance of doubt, information that is specific to another partner);
- a current list of the name and last known business, residence or mailing address of each record holder; and
- copies of our partnership agreement, the certificate of limited partnership of the partnership, related amendments and powers of attorney under which they have been executed.

Our general partner may, and intends to, keep confidential from the limited partners trade secrets or other information the disclosure of which our general partner believes is not in our partnership's best interests, could damage our partnership or its business or which the partnership is required by law or by agreements with third parties to keep confidential. In addition, our partnership agreement will provide for certain restrictions on the rights of a limited partner to receive information from us for the purpose of determining whether to pursue litigation or assist in pending litigation against us.

COMMON UNITS ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common units. We cannot predict the effect, if any, future sales of common units, or the availability for future sale of common units, will have on the market price of our common units prevailing from time to time. The sale of substantial amounts of our common units in the public market, or the perception that such sales could occur, could harm the prevailing market price of our common units.

Upon completion of this offering we will have a total of of our common units outstanding (or common units if the underwriters exercise in full their option to purchase additional common units). All of the common units will have been sold in this offering and will be freely tradable without restriction or further registration under the Securities Act by persons other than our "affiliates." Under the Securities Act, an "affiliate" of an issuer is a person that directly or indirectly controls, is controlled by or is under common control with that issuer.

In addition, subject to certain limitations and exceptions, pursuant to the terms of an exchange agreement we will enter into with our existing owners, limited partners of the Carlyle Holdings partnerships may from time to time and up to four times each year, from and after the first anniversary of the date of the closing of this offering (subject to the terms of the exchange agreement), exchange partnership units in Carlyle Holdings for our common units on a one-for-one basis, subject to customary conversion rate adjustments for splits, unit distributions and reclassifications. A Carlyle Holdings limited partner must exchange one partnership unit in each of the three Carlyle Holdings partnerships to effect an exchange for a common unit. Upon consummation of this offering, our existing owners will beneficially own Carlyle Holdings partnership units (or Carlyle Holdings partnership units if the underwriters exercise in full their option to purchase additional common units), all of which will be exchangeable for our common units. The common units we issue upon such exchanges would be "restricted securities" as defined in Rule 144 unless we register such issuances. However, we will enter into one or more registration rights agreements with our existing owners that will require us to register under the Securities Act these common units. See "— Registration Rights" and "Certain Relationships and Related Person Transactions — Registration Rights Agreements."

Under the terms of the partnership agreements of the Carlyle Holdings partnerships, the Carlyle Holdings partnership units received by our existing owners that we employ (or The Carlyle Group L.P. common units that may be received in exchange for such Carlyle Holdings partnership units) will be subject to vesting and minimum retained ownership requirements and transfer restrictions. The partnership units received by CalPERS and Mubadala (or The Carlyle Group L.P. common units that may be received in exchange for such Carlyle Holdings partnership units) will be subject to certain transfer restrictions. See "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions" and "Certain Relationships and Related Person Transactions — Carlyle Holdings Partnership Agreements."

Further, at the time of this offering, we intend to grant deferred restricted units and phantom deferred restricted units, to employees who are not senior Carlyle professionals. Additional common units and Carlyle Holdings partnership units will be available for future grant under our Equity Incentive Plan, which plan provides for automatic annual increases in the number of units available for future issuance. See "Management — Equity Incentive Plan" and "— IPO Date Equity Awards." We intend to file one or more registration statements on Form S-8 under the Securities Act to register common units or securities convertible into or exchangeable for common units issued or available for future grant under our Equity Incentive Plan (including pursuant to automatic annual increases). Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly, common units registered under such registration statement will be available for sale in the open market. We expect that the initial registration statement on Form S-8 will cover common units.

Our partnership agreement authorizes us to issue an unlimited number of additional partnership securities and options, rights, warrants and appreciation rights relating to partnership securities for the consideration and on the terms and conditions established by our general partner in its sole discretion without the approval of any limited partners. In accordance with the Delaware Limited Partnership Act and the provisions of our partnership agreement, we may also issue additional partnership interests that have certain designations, preferences, rights, powers and duties that are different from, and may be senior to, those applicable to common units. See "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Issuance of Additional Securities." Similarly, the Carlyle Holdings partnership agreements authorize the wholly-owned subsidiaries of The Carlyle Group L.P. which are the general partners of those partnerships to issue an unlimited number of additional partnership securities of the Carlyle Holdings partnerships with such designations, preferences, rights, powers and duties that are different from, and may be senior to, those applicable to the Carlyle Holdings partnerships units, and which may be exchangeable for our common units.

Registration Rights

We will enter into a registration rights agreement with our existing owners other than CalPERS and Mubadala (the "Senior Carlyle Professional Registration Rights Agreement"). The following description of the Senior Carlyle Professional Registration Rights Agreement is not complete and is qualified by reference to the full text of the form of Senior Carlyle Professional Registration Rights Agreement, which will be filed as an exhibit to the registration statement of which this prospectus forms a part. Pursuant to the Senior Carlyle Professional Registration Rights Agreement, we will agree to register the exchange of Carlyle Holdings partnership units for common units by our existing owners. In addition, TCG Carlyle Global Partners L.L.C., an entity wholly-owned by our senior Carlyle professionals, has the right to request that we register the sale of common units held by our existing owners an unlimited number of times and may require us to make available shelf registration statements permitting sales of common units into the market from time to time over an extended period. In addition, TCG Carlyle Global Partners L.L.C. will have the ability to exercise certain piggyback registration rights in respect of common units held by our existing owners in connection with registered offerings requested by other registration rights holders or initiated by us. Securities registered under any such registration statement will be available for sale in the open market unless restrictions apply. See "Certain Relationships and Related Person Transactions — Registration Rights Agreements."

In addition, in accordance with the terms of their respective subscription agreements, we will enter into separate registration rights agreements with CalPERS (the "CalPERS Registration Rights Agreement") and Mubadala (the "Mubadala Registration Rights Agreement"). The following description of the CalPERS Registration Rights Agreement and the Mubadala Registration Rights Agreement is not complete and is qualified by reference to the full text of the forms of such agreements, which will be filed as exhibits to the registration statement of which this prospectus forms a part. Pursuant to these agreements, we will grant CalPERS and Mubadala and their respective affiliates the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act common units delivered in exchange for Carlyle Holdings partnership units or common units (and other securities convertible into or exchangeable or exercisable for our common units) otherwise held by them. Under the CalPERS Registration Rights Agreement, at any time following the 180th day after the completion of this offering, CalPERS will have the right to request that we register the sale of common units held by them under the Securities Act on Form S-1 in minimum amounts of $25 million, or on Form S-3, in minimum amounts of $10.0 million, provided, however, that we will not be obligated to effect any such requested registration within 180 days after the effective date of a previous registration pursuant to the CalPERS Registration Rights Agreement. Under the Mubadala Registration Rights Agreement, upon the expiration of the applicable lock-up period, as described below under "— Lock-Up Arrangements — Mubadala Transfer Restrictions," Mubadala will have the right to request not more than six times that we register the sale of common units held by them in minimum amounts of

$25 million, provided, however, that we will not be obligated to effect any such requested registration within 180 days after the effective date of a previous registration pursuant to the Mubadala Registration Rights Agreement. In addition, CalPERS and Mubadala will have the ability to exercise certain piggyback registration rights in respect of common units held by them in connection with registered offerings requested by other registration rights holders or initiated by us.

Lock-Up Arrangements

We and all of the directors and officers of our general partner have agreed that without the prior written consent of the representatives on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus:

- offer, pledge, 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, lend or otherwise transfer or dispose of, directly or indirectly, any common units or any securities convertible into or exercisable or exchangeable for common units; or
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common units;

whether any such transaction described above is to be settled by delivery of common units or such other securities, in cash or otherwise, or publicly disclose the intention to do any of the foregoing. In addition, we have agreed that, without the prior written consent of on behalf of the underwriters, we will not file any registration statement with the SEC relating to the offering of any common units or any securities convertible into or exercisable or exchangeable for common units (other than any registration statement on Form S-8 to register common units or securities convertible into or exchangeable for common units issued or available for future grant under our Equity Incentive Plan) or publicly disclose the intention to do so. All of the directors and officers of our general partner have also agreed that, without the prior written consent of the representatives on behalf of the underwriters, they will not during the period ending 180 days after the date of this prospectus, make any demand for, or exercise any right with respect to, the registration of any common units or any securities convertible into or exercisable or exchangeable for common units.

The 180-day restricted period described in the preceding paragraph will be extended if:

- during the last 17 days of the 180-day restricted period we issue an earnings release or material news or a material event relating to Carlyle occurs; or
- prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period,

in which case the restrictions described in the preceding paragraph will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

These restrictions do not apply to:

(1) the sale of common units to the underwriters;

(2) the issuance by us of our common units or any security convertible into or exercisable or exchangeable for common units upon the exercise of an option or a warrant or a right (including an earn-out right) or the conversion of a security outstanding on the date of this prospectus of which the underwriters have been advised in writing;

(3) transactions by any person other than us relating to common units acquired in open market transactions after the completion of this offering;

(4) transfers by any person other than us of common units or any security convertible into or exercisable or exchangeable for common units by will or intestacy;

(5) transfers by any person other than us of common units or any security convertible into or exercisable or exchangeable for common units as a bona fide gift;

(6) distributions by any person other than us of common units or any security convertible into or exercisable or exchangeable for common units to such person's limited partners or members;

(7) the transfer by any person other than us of common units or any security convertible into or exercisable or exchangeable for common units to a member or members of such person's immediate family or to a trust, the beneficiaries of which are exclusively such person or a member or members of his or her immediate family or to any other entity that is wholly-owned by such persons;

(8) the transfer by any person other than us of common units or any security convertible into or exercisable or exchangeable for common units to a corporation, partnership, limited liability company or other entity that is wholly-owned by such person and/or by such person's immediate family;

(9) the transfer by any person other than us of common units or any security convertible into or exercisable or exchangeable for common units to charitable organizations, family foundations or donor-advised funds at sponsoring organizations;

(10) the entry by any person other than us into a trading plan established in accordance with Rule 10b5-1 under the Exchange Act, provided that sales under any such plan may not occur during the 180-day restricted period;

(11) the exchange by any person other than us of Carlyle Holdings partnership units for common units (provided that such common units will be subject to the restrictions on transfer described above);

(12) the issuance by us of common units or securities convertible into or exercisable or exchangeable for common units pursuant to our Equity Incentive Plan;

(13) the sale of common units pursuant to the "cashless" exercise at expiration of options granted pursuant to our Equity Incentive Plan (the term "cashless" exercise being intended to include the sale of a portion of the option common units or previously owned common units to us or in the open market to cover payment of the exercise price);

(14) the sale of common units in respect of tax withholding payments due upon the exercise of options or the vesting of restricted unit grants pursuant to our Equity Incentive Plan; and

(15) the issuance by us of up to 5% of the common units outstanding after this offering (assuming all partnership units in Carlyle Holdings have been exchanged for common units), or securities convertible into or exercisable or exchangeable for common units in connection with mergers or acquisitions, joint ventures, commercial relationships or other strategic transactions;

provided that in the case of transactions described in the fifth, sixth, seventh, eighth and ninth clauses above, each donee or other transferee agrees to be subject to the restrictions on transfer described above.

The representatives in their sole discretion may release any of the securities subject to these lock-up agreements at any time without notice. The representatives do not have any current intention to release common units or other securities subject to the lock-up agreements. If the representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up agreement for an officer or director of our general partner and provide us with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, we have agreed to announce the impending release or waiver by a press release through a major news service at least two business days before the effective date of the release or waiver. In addition, the partnership agreements of the Carlyle Holdings partnerships and related agreements will contractually restrict our existing owners' ability to transfer the Carlyle Holdings partnership units or the common units

they hold. We have agreed that we will not waive, modify or amend such transfer restrictions during the period ending 180 days after the date of this prospectus. We also have instituted an internal policy that prohibits our employees from selling short or trading in derivative securities relating to the common units.

Carlyle Transfer Restrictions

As described in "Management — Vesting; Minimum Retained Ownership Requirements and Transfer Restrictions," holders of our Carlyle Holdings partnership units (other than Mubadala and CalPERS), including our founders and other senior Carlyle professionals, will be prohibited from transferring or exchanging any such units until the anniversary of this offering without our consent.

Mubadala Transfer Restrictions

The equity interests in Carlyle held by Mubadala (whether held in the form of common units, partnership units or otherwise, and including equity interests to be received by Mubadala upon conversion of the notes) are subject to the transfer restrictions described in the Mubadala Subscription Agreement. The transfer restrictions that will be applicable upon consummation of this offering are outlined below, although we may waive such restrictions in whole or in part from time to time.

None of the equity interests in our business held by Mubadala after the closing of this offering and the consummation of the offering transactions, as described above under "Organizational Structure — Offering Transactions" will be transferable prior to the twelve month anniversary of the closing of this offering.

Following the twelve month anniversary of the closing of this offering, Mubadala may transfer its equity interests in our business to the extent necessary to reduce its aggregate beneficial ownership of our business below 10% in order to comply with, or eliminate the obligation to comply with, any applicable regulatory, stock or exchange or other government regulations or requirements (other than those pursuant to Sections 13 or 16 of the Exchange Act or Rule 144 under the Securities Act) if non-compliance with such regulations or requirements would materially and adversely impact Mubadala.

In addition, 100% of the equity interests in our business held by Mubadala represented by Mubadala's initial investment in our business in October 2007 (the "initial interests") will be free from transfer restrictions following the 12-month anniversary of the closing of this offering. With respect to the equity interests represented by Mubadala's investment in December 2010, including the partnership units to be received by Mubadala upon conversion of the notes (the "new interests"), 50% of such new interests will be free from transfer restrictions following the 18-month anniversary of the closing of this offering, and 100% of such new interests will be free from transfer restrictions following the 24-month anniversary of the closing of this offering. For the purposes of the foregoing, the partnership units to be sold by Mubadala to the wholly-owned subsidiaries The Carlyle Group L.P. as described above under "Organizational Structure — Offering Transactions" will be deemed to be initial interests. Based on an assumed initial offering price of $ per common unit (the midpoint of the range indicated on the front cover of this prospectus), after giving effect to the Reorganization, including the conversion of the subordinated notes, and this offering, Mubadala will own an aggregate of Carlyle Holdings partnership units of which will constitute "initial interests" and of which will constitute "new interests."

The table below presents the maximum number of Carlyle Holdings partnership units that may be transferred by Mubadala during the periods presented, after giving effect to the conversion of the notes (assuming an initial offering price of $ per common unit, the midpoint of the range indicated on the front cover of this prospectus) and the consummation of the offering.

Period	Maximum Number
12-18 months after the closing of this offering	Units
18-24 months after the closing of this offering	Units
24 months after the closing of this offering	Units

The foregoing restrictions on transfer will terminate and be of no further force and effect after the occurrence of certain change of control events. In addition, the foregoing restrictions will not apply in certain circumstances, including: (1) transfers required to comply with the limit on Mubadala's beneficial ownership described above under "Management — Composition of the Board of Directors after this Offering — Certain Rights and Restrictions Applicable to Mubadala," (2) certain transfers to affiliates, (3) certain pledges, hypothecations, mortgages and encumbrances or (4) transfers with respect to which our general partner has provided prior written consent; *provided, that* in the case of (2) through (4) above the transferee agrees to be bound by Mubadala's obligations and that certain other requirements shall be met.

In addition, Mubadala is subject to a limitation on beneficial ownership which provides that at no time after the consummation of this offering may Mubadala acquire or permit its affiliates to acquire collectively interests representing more than 19.9% of the equity interest in our business on a fully diluted basis.

Mubadala has also agreed to be bound by the restrictions described above under "— Lock-Up Arrangements."

CalPERS Transfer Restrictions

CalPERS has also agreed to be bound by the restrictions described above under "— Lock-Up Arrangements." However, the Carlyle Holdings partnership units held by CalPERS are not otherwise subject to transfer restrictions. After the consummation of this offering, CalPERS will own an aggregate of Carlyle Holdings partnership units.

Rule 144

In general, under Rule 144 a person (or persons whose common units are aggregated), including any person who may be deemed our affiliate, is entitled to sell within any three-month period a number of restricted securities that does not exceed the greater of 1% of the then outstanding common units and the average weekly trading volume during the four calendar weeks preceding each such sale, provided that at least six months have elapsed since such common units were acquired from us or any affiliate of ours and certain manner of sale, notice requirements and requirements as to availability of current public information about us are satisfied. Any person who is deemed to be our affiliate must comply with the provisions of Rule 144 (other than the six-month holding period requirement) in order to sell common units which are not restricted securities (such as common units acquired by affiliates either in this offering or through purchases in the open market following this offering). In addition, a person who is not our affiliate, and who has not been our affiliate at any time during the 90 days preceding any sale, is entitled to sell common units without regard to the foregoing limitations, provided that at least one year has elapsed since the common units were acquired from us or any affiliate of ours.

MATERIAL U.S. FEDERAL TAX CONSIDERATIONS

This summary discusses the material U.S. federal income tax considerations related to the purchase, ownership and disposition of our common units as of the date hereof. For purposes of this discussion, references to "Carlyle," "we," "our," and "us" mean only The Carlyle Group L.P. and not its subsidiaries, except as otherwise indicated. This summary is based on provisions of the Internal Revenue Code of 1986, as amended, on the regulations promulgated thereunder and on published administrative rulings and pronouncements of the IRS and judicial decisions, all of which are subject to change or differing interpretations at any time, possibly with retroactive effect. This discussion is necessarily general and may not apply to all categories of investors, some of which, such as banks, or other financial institutions, real estate investment trusts, investors who are deemed to own 10% or more of our common units, persons holding common units as part of a hedging, integrated or conversion transaction or straddle, traders in securities that elect to use a mark-to-market method of accounting for their securities holdings, charitable remainder unit trusts, common trust funds, insurance companies, persons liable for the alternative minimum tax, dealers and other investors that do not own their common units as capital assets, may be subject to special rules. Tax-exempt organizations and mutual funds are discussed separately below. In addition, except to the extent provided below, this discussion does not address any aspect of state, local or non-U.S. tax law. The actual tax consequences of the purchase and ownership of common units will vary depending on your circumstances. This discussion, to the extent that it states matters of U.S. federal tax law or legal conclusions and subject to the qualifications herein, represents the opinion of Simpson Thacher & Bartlett LLP. Such opinion is based in part on facts described in this prospectus and on various other factual assumptions, representations and determinations. Any alteration or incorrectness of such facts, assumptions, representations or determinations could adversely affect such opinion. However, opinions of counsel are not binding upon the IRS or any court, and the IRS may challenge the conclusions herein and a court may sustain such a challenge.

For purposes of this discussion, a "U.S. Holder" is a beneficial holder of a common unit that is for U.S. federal income tax purposes (1) an individual citizen or resident of the United States; (2) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (4) a trust which either (A) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (B) has a valid election in effect under applicable Treasury regulations to be treated as a United States person. A "non-U.S. Holder" is a holder (other than a partnership) that is not a U.S. Holder.

If a partnership holds common units, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our common units, you should consult your tax advisors. This discussion does not constitute tax advice and is not intended to be a substitute for tax planning.

Prospective holders of common units should consult their own tax advisors concerning the U.S. federal, state and local income tax and estate tax consequences in their particular situations of the purchase, ownership and disposition of a common unit, as well as any consequences under the laws of any other taxing jurisdiction.

Taxation of our Partnership and the Carlyle Holdings Partnerships

Subject to the discussion set forth in the next paragraph, an entity that is treated as a partnership for U.S. federal income tax purposes is not a taxable entity and incurs no U.S. federal income tax liability. Instead, each partner is required to take into account its allocable share of items of income, gain, loss and deduction of the partnership in computing its U.S. federal income tax liability, regardless of whether or not cash distributions are then made. Investors in this offering will become limited partners of The Carlyle Group L.P. Distributions of cash by a partnership to a

partner are generally not taxable unless the amount of cash distributed to a partner is in excess of the partner's adjusted basis in its partnership interest.

An entity that would otherwise be classified as a partnership for U.S. federal income tax purposes may nonetheless be taxable as a corporation if it is a "publicly traded partnership," unless an exception applies. An entity that would otherwise be classified as a partnership is a publicly traded partnership if (i) interests in the partnership are traded on an established securities market or (ii) interests in the partnership are readily tradable on a secondary market or the substantial equivalent thereof. We will be publicly traded. However, an exception to taxation as a corporation, referred to as the "Qualifying Income Exception," exists if at least 90% of such partnership's gross income for every taxable year consists of "qualifying income" and the partnership is not required to register under the 1940 Act. Qualifying income includes certain interest income, dividends, real property rents, gains from the sale or other disposition of real property, and any gain from the sale or disposition of a capital asset or other property held for the production of income that otherwise constitutes qualifying income. Qualifying income does not generally include fees paid in respect of services.

We expect that allocations of carried interest from investments in stock and securities of corporations will typically consist of qualifying income because such allocations will generally consist of gain from the sale or disposition of a capital asset, interest and dividends. Income in respect of management, advisory and incentive fees as well as income allocations from our interest in investments in businesses conducted in non-corporate form (such as partnerships or LLCs) will typically not constitute qualifying income. We intend to hold investments that generate non-qualifying income separately from our investments that generate qualifying income which, include allocations of carried interest from investments in stock and securities of corporations. We intend to hold investments that earn non-qualifying fee income such as management fees, incentive fees and advisory fees, through entities classified as corporations for U.S. federal income tax purposes including, Carlyle Holdings I GP Inc. and Carlyle Holdings III GP L.P. Distributions received from such corporations will generally constitute qualifying income.

Our general partner will adopt a set of investment policies and procedures that will govern the types of investments we can make (and income we can earn), including structuring certain investments through entities classified as corporations for U.S. federal income tax purposes, to ensure that we will meet the Qualifying Income Exception in each taxable year. It is the opinion of Simpson Thacher & Bartlett LLP that we will be treated as a partnership and not as a corporation for U.S. federal income tax purposes based on certain assumptions and factual statements and representations made by us, including statements and representations as to the manner in which we intend to manage our affairs, the composition of our income, and that our general partner will ensure that we comply with the investment policies and procedures put in place to ensure that we meet the Qualifying Income Exception in each taxable year. However, this opinion is based solely on current law and does not take into account any proposed or potential changes in law, which may be enacted with retroactive effect. Moreover, opinions of counsel are not binding upon the IRS or any court, and the IRS may challenge this conclusion and a court may sustain such a challenge.

If we fail to meet the Qualifying Income Exception, other than a failure that is determined by the IRS to be inadvertent and that is cured within a reasonable time after discovery, or if we are required to register under the 1940 Act, we will be treated as if we had transferred all of our assets, subject to liabilities, to a newly formed corporation, on the first day of the year in which we fail to meet the Qualifying Income Exception, in return for stock in that corporation, and then distributed the stock to the holders of common units in liquidation of their interests in us. This deemed contribution and liquidation should generally be tax-free to holders so long as we do not have liabilities in excess of the tax basis of our assets at that time. Thereafter, we would be treated as a corporation for U.S. federal income tax purposes.

If we were treated as a corporation in any taxable year, either as a result of a failure to meet the Qualifying Income Exception or otherwise, our items of income, gain, loss and deduction would be

reflected only on our tax return rather than being passed through to holders of common units, and we would be subject to U.S. corporate income tax on our taxable income at regular corporate rates, thereby materially reducing the amount of cash available for distribution to holders of our common units. Distributions made to holders of our common units would be treated as either taxable dividend income, which may be eligible for reduced rates of taxation, to the extent of our current or accumulated earnings and profits, or in the absence of earnings and profits, as a nontaxable return of capital, to the extent of the holder's tax basis in the common units, or as taxable capital gain, after the holder's basis is reduced to zero. In addition, in the case of non-U.S. Holders, income that we receive with respect to investments may be subject to a higher rate of U.S. withholding tax. Accordingly, treatment as a corporation could materially reduce a holder's after-tax return and thus could result in a substantial reduction of the value of the common units.

If at the end of any taxable year we fail to meet the Qualifying Income Exception, we may still qualify as a partnership if we are entitled to relief under the Internal Revenue Code for an inadvertent termination of partnership status. This relief will be available if (i) the failure is cured within a reasonable time after discovery, (ii) the failure is determined by the IRS to be inadvertent, and (iii) we agree to make such adjustments (including adjustments with respect to our partners) or to pay such amounts as are required by the IRS. It is not possible to state whether we would be entitled to this relief in any or all circumstances. It also is not clear under the Internal Revenue Code whether this relief is available for our first taxable year as a publicly traded partnership. If this relief provision is inapplicable to a particular set of circumstances involving us, we will not qualify as a partnership for federal income tax purposes. Even if this relief provision applies and we retain our partnership status, we or the holders of our common units (during the failure period) will be required to pay such amounts as are determined by the IRS.

The remainder of this section assumes that we and the Carlyle Holdings partnerships will be treated as partnerships for U.S. federal income tax purposes.

Taxation of Carlyle Holdings I GP Inc.

Carlyle Holdings I GP Inc. is taxable as a corporation for U.S. federal income tax purposes and therefore, as the holder of Carlyle Holdings I GP Inc.'s common stock, we will not be taxed directly on earnings of entities we hold through Carlyle Holdings I GP Inc. Distributions of cash or other property that Carlyle Holdings I GP Inc. pays to us will constitute dividends for U.S. federal income tax purposes to the extent paid from its current or accumulated earnings and profits (as determined under U.S. federal income tax principles). If the amount of a distribution by Carlyle Holdings I GP Inc. exceeds its current and accumulated earnings and profits, such excess will be treated as a tax-free return of capital to the extent of our tax basis in Carlyle Holdings I GP Inc.'s common stock, and thereafter will be treated as a capital gain. We expect to hold certain of our entities that are expected to generate income that is not qualifying income for purposes of the Qualifying Income Exception through Carlyle Holdings I GP Inc., which is a corporation for U.S. federal income tax purposes, so that income in respect of such investments will be paid to us as distributions from Carlyle Holdings I GP Inc. that will constitute qualifying income.

Carlyle Holdings I GP Inc. will incur U.S. federal income taxes on its proportionate share of any net taxable income of Carlyle Holdings I L.P. In accordance with its partnership agreement, we will cause Carlyle Holdings I L.P. to distribute cash on a pro rata basis to holders of its units (that is, Carlyle Holdings I GP Inc. and our existing owners) in an amount at least equal to the maximum tax liabilities arising from their ownership of such units, if any.

Taxation of Carlyle Holdings II GP L.L.C.

As a single member limited liability company that has not elected to be treated as a corporation for U.S. federal income tax purposes, Carlyle Holdings II GP L.L.C. will be treated as an entity disregarded as a separate entity from us. Accordingly, all the assets, liabilities and items of income, deduction and credit of Carlyle Holdings II GP L.L.C. will be treated as our assets, liabilities and items of income, deduction and credit.

We anticipate that Carlyle Holdings II GP L.L.C. will invest directly or indirectly in a variety of assets and otherwise engage in activities and derive income that is consistent with the Qualifying Income Exception discussed above.

Taxation of Carlyle Holdings III GP L.P.

Carlyle Holdings III GP L.P. is a wholly-owned *société en commandite* organized in Québec. Carlyle Holdings III GP L.P. is taxable as a foreign corporation for U.S. federal income tax purposes. Distributions of cash or other property that Carlyle Holdings III GP L.P. pays to us will constitute dividends for U.S. federal income tax purposes to the extent paid from its current or accumulated earnings and profits (as determined under U.S. federal income tax principles). If the amount of a distribution by Carlyle Holdings III GP L.P. exceeds its current and accumulated earnings and profits, such excess will be treated as a tax-free return of capital to the extent of our tax basis in Carlyle Holdings III GP L.P.'s common stock, and thereafter will be treated as a capital gain. Income realized by Carlyle Holdings III GP L.P. will not be subject to U.S. federal income tax to the extent it has a foreign source and is not treated as ECI. Carlyle Holdings III GP L.P. is expected to be operated so as not to produce ECI. Its assets, liabilities and items of income, deduction and credit will not be treated as our assets, liabilities and items of income, deduction and credit. We expect to hold certain of our entities that are expected to generate income that is not qualifying income for purposes of the Qualifying Income Exception through Carlyle Holdings III GP L.P., which is a corporation for U.S. federal income tax purposes, so that income in respect of such entities will be paid to us as distributions from Carlyle Holdings III GP L.P. that will constitute qualifying income.

Personal Holding Companies

Carlyle Holdings I GP Inc. could be subject to additional U.S. federal income tax on a portion of its income if it is determined to be a personal holding company, or "PHC," for U.S. federal income tax purposes. Subject to certain exceptions, a U.S. corporation generally will be classified as a PHC for U.S. federal income tax purposes in a given taxable year if (i) at any time during the last half of such taxable year, five or fewer individuals (without regard to their citizenship or residency and including as individuals for this purpose certain entities such as certain tax-exempt organizations and pension funds) own or are deemed to own (pursuant to certain constructive ownership rules) more than 50% of the stock of the corporation by value and (ii) at least 60% of the corporation's adjusted ordinary gross income, as determined for U.S. federal income tax purposes, for such taxable year consists of PHC income (which includes, among other things, dividends, interest, royalties, annuities and, under certain circumstances, rents). The PHC rules do not apply to non-U.S. corporations.

Due to applicable attribution rules, it is likely that five or fewer individuals or tax-exempt organizations will be treated as owning actually or constructively more than 50% of the value of units in Carlyle Holdings I GP Inc. Consequently, Carlyle Holdings I GP Inc. could be or become a PHC, depending on whether it fails the PHC gross income test. If as a factual matter, the income of Carlyle Holdings I GP Inc. fails the PHC gross income test, it will be a PHC. Certain aspects of the gross income test cannot be predicted with certainty. Thus, no assurance can be given that Carlyle Holdings I GP Inc. will not become a PHC following this offering or in the future.

If Carlyle Holdings I GP Inc. is or were to become a PHC in a given taxable year, it would be subject to an additional 15% PHC tax on its undistributed PHC income, which generally includes the company's taxable income, subject to certain adjustments. For taxable years beginning after December 31, 2012, the PHC tax rate on undistributed PHC income will be equal to the highest marginal rate on ordinary income applicable to individuals. If Carlyle Holdings I GP Inc. were to become a PHC and had significant amounts of undistributed PHC income, the amount of PHC tax could be material; in that event, distribution of such income would generally reduce the PHC income subject to tax.

Certain State, Local and Non-U.S. Tax Matters

We and our subsidiaries may be subject to state, local or non-U.S. taxation in various jurisdictions, including those in which we or they transact business, own property or reside. For example, we and our subsidiaries may be subject to New York City and/or District of Columbia unincorporated business tax. We may be required to file tax returns in some or all of those jurisdictions. The state, local or non-U.S. tax treatment of us and our common unitholders may not conform to the U.S. federal income tax treatment discussed herein. We will pay non-U.S. taxes, and dispositions of foreign property or operations involving, or investments in, foreign property may give rise to non-U.S. income or other tax liability in amounts that could be substantial. Any non-U.S. taxes incurred by us may not pass through to common unitholders as a credit against their U.S. federal income tax liability.

Consequences to U.S. Holders of Common Units

The following is a summary of the material U.S. federal income tax consequences that will apply to you if you are a U.S. Holder of common units.

For U.S. federal income tax purposes, your allocable share of our recognized items of income, gain, loss, deduction or credit, and our allocable share of those items of Carlyle Holdings, will be determined by the limited partnership agreements for our partnership and Carlyle Holdings if such allocations have "substantial economic effect" or are determined to be in accordance with your interest in our partnership. We believe that for U.S. federal income tax purposes, such allocations will be given effect as being in accordance with your interest in The Carlyle Group L.P., and our general partner intends to prepare tax returns based on such allocations. If the IRS successfully challenges the allocations made pursuant to the limited partnership agreements, the resulting allocations for U.S. federal income tax purposes might be less favorable than the allocations set forth in the limited partnership agreements.

With respect to U.S. Holders who are individuals, certain dividends paid by a corporation, including certain qualified foreign corporations, to us and that are allocable to such U.S. Holders prior to January 1, 2013 may be subject to reduced rates of taxation. A qualified foreign corporation includes a foreign corporation that is eligible for the benefits of specified income tax treaties with the United States. In addition, a foreign corporation is treated as a qualified corporation on shares that are readily tradable on an established securities market in the United States. We do not expect that Carlyle Holdings III GP L.P. will be a qualified foreign corporation for purposes of the reduced rates of taxation on dividends. Among other exceptions, a U.S. Holder who is an individual will not be eligible for reduced rates of taxation on any dividend if the payer is a PFIC (as defined below) in the taxable year in which such dividend is paid or in the preceding taxable year or on any income required to be reported by the U.S. Holder as a result of a QEF election (as defined below) that is attributable to a dividend received by an entity that is a PFIC and in which the fund holds a direct or indirect interest. Prospective investors should consult their own tax advisors regarding the application of the foregoing rules to their particular circumstances.

We may derive taxable income from an investment that is not matched by a corresponding distribution of cash. This could occur, for example, if we used cash to make an investment or to reduce debt instead of distributing profits. In addition, special provisions of the Internal Revenue Code may be applicable to certain of our investments, and may affect the timing of our income, requiring us (and, consequently, you) to recognize taxable income before we (or you) receive cash attributable to such income. Accordingly, it is possible that your U.S. federal income tax liability with respect to your allocable share of our income for a particular taxable year could exceed any cash distribution you receive for the year, thus giving rise to an out-of-pocket tax liability for you.

Basis

You will have an initial tax basis for your common unit equal to the amount you paid for the common unit plus your share under the partnership tax rules of our liabilities, if any. That basis will be increased by your share of our income and by increases in your share of our liabilities, if any.

That basis will be decreased, but not below zero, by distributions from us, by your share of our losses and by any decrease in your share of our liabilities.

Holders who purchase common units in separate transactions must combine the basis of those units and maintain a single adjusted tax basis for all those units. Upon a sale or other disposition of less than all of the common units, a portion of that tax basis must be allocated to the common units sold.

Limits on Deductions for Losses and Expenses

Your deduction of your share of our losses will be limited to your tax basis in your common units and, if you are an individual or a corporate holder that is subject to the "at risk" rules, to the amount for which you are considered to be "at risk" with respect to our activities, if that is less than your tax basis. In general, you will be at risk to the extent of your tax basis in your common units, reduced by (1) the portion of that basis attributable to your share of our liabilities for which you will not be personally liable and (2) any amount of money you borrow to acquire or hold your common units, if the lender of those borrowed funds owns an interest in us, is related to you or can look only to the common units for repayment. Your at risk amount generally will increase by your allocable share of our income and gain and decrease by cash distributions to you and your allocable share of losses and deductions. You must recapture losses deducted in previous years to the extent that distributions cause your at risk amount to be less than zero at the end of any taxable year. Losses disallowed or recaptured as a result of these limitations will carry forward and will be allowable to the extent that your tax basis or at risk amount, whichever is the limiting factor, subsequently increases. Any excess loss above that gain previously suspended by the at risk or basis limitations may no longer be used.

We do not expect to generate income or losses from "passive activities" for purposes of Section 469 of the Internal Revenue Code. Accordingly, income allocated to you by us may not be offset by your Section 469 passive losses and losses allocated to you generally may not be used to offset your Section 469 passive income. In addition, other provisions of the Internal Revenue Code may limit or disallow any deduction for losses by you or deductions associated with certain assets of the partnership in certain cases, including potentially Section 470 of the Internal Revenue Code. You should consult with your tax advisors regarding their limitations on the deductibility of losses under applicable sections of the Internal Revenue Code.

Limitations on Deductibility of Organizational Expenses and Syndication Fees

In general, neither we nor any U.S. Holder may deduct organizational or syndication expenses. An election may be made by our partnership to amortize organizational expenses over a 15-year period. Syndication fees (which would include any sales or placement fees or commissions or underwriting discount payable to third parties) must be capitalized and cannot be amortized or otherwise deducted.

Limitations on Interest Deductions

Your share of our interest expense is likely to be treated as "investment interest" expense. If you are a non-corporate U.S. Holder, the deductibility of "investment interest" expense is generally limited to the amount of your "net investment income." Your share of our dividend and interest income will be treated as investment income, although "qualified dividend income" subject to reduced rates of tax in the hands of an individual will only be treated as investment income if you elect to treat such dividend as ordinary income not subject to reduced rates of tax. In addition, state and local tax laws may disallow deductions for your share of our interest expense.

The computation of your investment interest expense will take into account interest on any margin account borrowing or other loan incurred to purchase a common unit. Net investment income includes gross income from property held for investment and amounts treated as portfolio income, such as dividends and interest, under the passive loss rules less deductible expenses, other than interest, directly connected with the production of investment income, but generally does not include gains attributable to the disposition of property held for investment. For this purpose, any

long-term capital gain or qualifying dividend income that is taxable at long-term capital gain rates is excluded from net investment income, unless the U.S. holder elects to pay tax on such gain or dividend income at ordinary income rates.

Deductibility of Partnership Investment Expenditures by Individual Partners and by Trusts and Estates

Subject to certain exceptions, all miscellaneous itemized deductions of an individual taxpayer, and certain of such deductions of an estate or trust, are deductible only to the extent that such deductions exceed 2% of the taxpayer's adjusted gross income. Moreover, for taxable years beginning on or after January 1, 2013, the otherwise allowable itemized deductions of individuals whose gross income exceeds an applicable threshold amount are subject to reduction by an amount equal to the lesser of (1) 3% of the excess of the individual's adjusted gross income over the threshold amount, or (2) 80% of the amount of the itemized deductions. The operating expenses of Carlyle Holdings, including the management fee and management fees paid with respect to private funds advised by Carlyle to the extent these private funds are treated as partnerships for U.S. federal income tax purposes, may be treated as miscellaneous itemized deductions subject to the foregoing rule. Alternatively, it is possible that we will be required to capitalize the management fees. Accordingly, if you are a non-corporate U.S. Holder, you should consult your tax advisors with respect to the application of these limitations.

Treatment of Distributions

Distributions of cash by us will not be taxable to you to the extent of your adjusted tax basis (described above) in your common units. Any cash distributions in excess of your adjusted tax basis will be considered to be gain from the sale or exchange of common units (described below). Under current laws, such gain would be treated as capital gain and would be long-term capital gain if your holding period for your common units exceeds one year, subject to certain exceptions (described below). A reduction in your allocable share of our liabilities, and certain distributions of marketable securities by us, are treated similar to cash distributions for U.S. federal income tax purposes.

Sale or Exchange of Common Units

You will recognize gain or loss on a sale of common units equal to the difference, if any, between the amount realized and your tax basis in the common units sold. Your amount realized will be measured by the sum of the cash or the fair market value of other property received plus your share under the partnership tax rules of our liabilities, if any. Your adjusted tax basis will be adjusted for this purpose by your allocable share of our income or loss for the year of such sale or other disposition.

Gain or loss recognized by you on the sale or exchange of a common unit generally will be taxable as capital gain or loss and will be long-term capital gain or loss if all of the common units you hold were held for more than one year on the date of such sale or exchange. Assuming we have not made an election, referred to as a "QEF election," to treat our interest in a PFIC as a "qualified electing fund," or "QEF," gain attributable to such investment in a PFIC would be taxable as ordinary income and would be subject to an interest charge. See "— Passive Foreign Investment Companies." In addition, certain gain attributable to our investment in a controlled foreign corporation, or CFC, may be characterized as ordinary income and certain gain attributable to "unrealized receivables" or "inventory items" would be characterized as ordinary income rather than capital gain. For example, if we hold debt acquired at a market discount, accrued market discount on such debt would be treated as "unrealized receivables." The deductibility of capital losses is subject to limitations.

Holders who purchase units at different times and intend to sell all or a portion of the units within a year of their most recent purchase are urged to consult their tax advisors regarding the application of certain "split holding period" rules to them and the treatment of any gain or loss as long-term or short-term capital gain or loss.

Foreign Tax Credit Limitations

You generally will be entitled to a foreign tax credit with respect to your allocable share of creditable foreign taxes paid on our income and gains. Complex rules may, depending on your particular circumstances, limit the availability or use of foreign tax credits. Gains from the sale of our investments may be treated as U.S. source gains. Consequently, you may not be able to use the foreign tax credit arising from any foreign taxes imposed on such gains unless such credit can be applied (subject to applicable limitations) against tax due on other income treated as derived from foreign sources. Certain losses that we incur may be treated as foreign source losses, which could reduce the amount of foreign tax credits otherwise available.

Section 754 Election

We currently do not intend to make the election permitted by Section 754 of the Internal Revenue Code with respect to us, Carlyle Holdings II L.P. or Carlyle Holdings III L.P. Carlyle Holdings I L.P. currently intends to make such an election. The election, if made, is irrevocable without the consent of the IRS and would generally require the electing partnership to adjust the tax basis in its assets, or "inside basis," attributable to a transferee of interests in the electing partnership under Section 743(b) of the Internal Revenue Code to reflect the purchase price of such interests paid by the transferee. If Carlyle Holdings I L.P. makes a Section 754 election as intended, then Carlyle Holdings I GP Inc. would be required to adjust the basis in its assets attributable to interests in Carlyle Holding I L.P. acquired by Carlyle Holdings I GP Inc. from the limited partners of Carlyle Holdings I L.P. pursuant to the Exchange Agreement described under "Certain Relationships and Related Person Transactions — Exchange Agreement." If, as intended, we do not make the Section 754 election with respect to us, no similar adjustment to basis in assets owned directly or indirectly by us attributable to common units acquired by transferees would be made. Because we own our interests in Carlyle Holdings I L.P. indirectly through Carlyle Holdings I GP Inc., a corporation for U.S. federal income tax purposes, and our interests in Carlyle Holdings III L.P. indirectly though Carlyle Holdings III GP L.P., a corporation for U.S. federal income tax purposes, there will be no adjustment to the inside basis for a transferee of common units in respect of Carlyle Holdings I L.P. or Carlyle Holdings III L.P. regardless of whether a Section 754 election is made in respect of us or those partnerships.

If no Section 754 election is made by us and Carlyle Holdings II L.P., there will be no adjustment for the transferee of common units, even if the purchase price of those common units is higher than the common units' share of the aggregate tax basis of our assets or the assets of Carlyle Holdings II L.P. immediately prior to the transfer. In that case, on a sale of any such asset, gain allocable to the transferee would include built-in gain allocable to the transferee at the time of the transfer, which built-in gain would otherwise generally be eliminated if we and Carlyle Holdings II L.P. had made a Section 754 election.

Even assuming no Section 754 election is made, if common units are transferred at a time when we had a "substantial built-in loss" inherent in our assets, we would be obligated to reduce the tax basis in the portion of such assets attributable to such common units.

The calculations under Section 754 of the Internal Revenue Code are complex. We will make them on the basis of assumptions as to the value of our assets and other matters.

Uniformity of Common Units

Because we cannot match transferors and transferees of common units, we will adopt depreciation, amortization and other tax accounting positions that may not conform with all aspects of existing Treasury regulations. A successful IRS challenge to those positions could adversely affect the amount of tax benefits available to our common unitholders. It also could affect the timing of these tax benefits or the amount of gain on the sale of common units and could have a negative impact on the value of our common units or result in audits of and adjustments to our common unitholders' tax returns.

Foreign Currency Gain or Loss

Our functional currency will be the U.S. dollar, and our income or loss will be calculated in U.S. dollars. It is likely that we will recognize "foreign currency" gain or loss with respect to transactions involving non-U.S. dollar currencies. In general, foreign currency gain or loss is treated as ordinary income or loss. You should consult your tax advisor with respect to the tax treatment of foreign currency gain or loss.

Passive Foreign Investment Companies

You may be subject to special rules applicable to indirect investments in foreign corporations, including an investment in a PFIC. Carlyle Holdings I GP Inc. will be subject to rules similar to those described below with respect to any PFICs owned directly or indirectly by it.

A PFIC is defined as any foreign corporation with respect to which either (1) 75% or more of the gross income for a taxable year is "passive income" (as defined in Section 1297 of the Internal Revenue Code and the regulations promulgated thereunder) or (2) 50% or more of its assets in any taxable year (generally based on the quarterly average of the value of its assets) produce "passive income." There are no minimum stock ownership requirements for PFICs. Once a corporation qualifies as a PFIC it is, subject to certain exceptions, always treated as a PFIC, regardless of whether it satisfies either of the qualification tests in subsequent years. Any gain on disposition of stock of a PFIC, as well as income realized on certain "excess distributions" by the PFIC, is treated as though realized ratably over the shorter of your holding period of common units or our holding period for the PFIC. Such gain or income is taxable as ordinary income and, as discussed above, dividends paid by a PFIC to an individual will not be eligible for the reduced rates of taxation that are available for certain qualifying dividends. In addition, an interest charge would be imposed on you based on the tax deferred from prior years.

Although it may not always be possible, we expect to make a QEF election where possible with respect to each entity treated as a PFIC to treat such non-U.S. entity as a QEF in the first year we hold shares in such entity. However, we expect that in many circumstances we may not have access to information necessary to make a QEF election because, for example, one of our investment funds may hold minority interests directly or indirectly in an entity over which we have no control. A QEF election is effective for our taxable year for which the election is made and all subsequent taxable years and may not be revoked without the consent of the IRS. If we make a QEF election under the Internal Revenue Code with respect to our interest in a PFIC, in lieu of the foregoing treatment, we would be required to include in income each year a portion of the ordinary earnings and net capital gains of the QEF called "QEF Inclusions," even if not distributed to us. Thus, holders may be required to report taxable income as a result of QEF Inclusions without corresponding receipts of cash. However, a holder may elect to defer, until the occurrence of certain events, payment of the U.S. federal income tax attributable to QEF Inclusions for which no current distributions are received, but will be required to pay interest on the deferred tax computed by using the statutory rate of interest applicable to an extension of time for payment of tax. However, net losses (if any) of a non-U.S. entity owned through Carlyle Holdings II GP L.L.C. that is treated as a PFIC will not pass through to us or to holders and may not be carried back or forward in computing such PFIC's ordinary earnings and net capital gain in other taxable years. Consequently, holders may over time be taxed on amounts that as an economic matter exceed our net profits. Our tax basis in the shares of such non-U.S. entities, and a holder's basis in our common units, will be increased to reflect QEF Inclusions. No portion of the QEF Inclusion attributable to ordinary income will be eligible for reduced rates of taxation applicable to qualified dividend income of individual U.S. Holders. Amounts included as QEF Inclusions with respect to direct and indirect investments generally will not be taxed again when distributed. You should consult your tax advisors as to the manner in which QEF Inclusions affect your allocable share of our income and your basis in your common units.

Alternatively, in the case of a PFIC that is a publicly-traded foreign portfolio company, we may make an election to "mark to market" the stock of such foreign portfolio company on an annual

basis. Pursuant to such an election, you would include in each year as ordinary income the excess, if any, of the fair market value of such stock over its adjusted basis at the end of the taxable year. You may treat as ordinary loss any excess of the adjusted basis of the stock over its fair market value at the end of the year, but only to the extent of the net amount previously included in income as a result of the election in prior years.

When making investment or other decisions, we will consider whether an investment will be a PFIC and the tax consequences related thereto. We may make certain investments, including for instance investments in specialized investment funds or investments in funds of funds through non-U.S. corporate subsidiaries of the Carlyle Holdings partnerships or through other non-U.S. corporations. Such entities may be a PFICs for U.S. federal income tax purposes. In addition, certain of our investments could be in PFICs. Thus, we can make no assurance that some of our investments will not be treated as held through a PFIC or as interests in PFICs or that such PFICs will be eligible for the "mark to market" election, or that as to any such PFICs we will be able to make QEF elections.

If we do not make a QEF election with respect to a PFIC, Section 1291 of the Internal Revenue Code will treat all gain on a disposition by us of shares of such entity, gain on the disposition of common units by a holder at a time when we own shares of such entity, as well as certain other defined "excess distributions," as if the gain or excess distribution were ordinary income earned ratably over the shorter of the period during which the holder held its common units or the period during which we held our shares in such entity. For gain and excess distributions allocated to prior years, (i) the tax rate will be the highest in effect for that taxable year and (ii) the tax will be payable generally without regard to offsets from deductions, losses and expenses. Holders will also be subject to an interest charge for any deferred tax. No portion of this ordinary income will be eligible for the favorable tax rate applicable to "qualified dividend income" for individual U.S. persons.

Controlled Foreign Corporations

A non-U.S. entity will be treated as a CFC if it is treated as a corporation for U.S. federal income tax purposes and if more than 50% of (i) the total combined voting power of all classes of stock of the non-U.S. entity entitled to vote or (ii) the total value of the stock of the non-U.S. entity is owned by U.S. Shareholders on any day during the taxable year of such non-U.S. entity. For purposes of this discussion, a "U.S. Shareholder" with respect to a non-U.S. entity means a U.S. person that owns 10% or more of the total combined voting power of all classes of stock of the non-U.S. entity entitled to vote.

When making investment or other decisions, we will consider whether an investment will be a CFC and the consequences related thereto. If we are a U.S. Shareholder in a non-U.S. entity that is treated as a CFC, each common unitholder may be required to include in income its allocable share of the CFC's "Subpart F" income reported by us. Subpart F income generally includes dividends, interest, net gain from the sale or disposition of securities, non-actively managed rents, fees for services provided to certain related persons and certain other generally passive types of income. The aggregate Subpart F income inclusions in any taxable year relating to a particular CFC are limited to such entity's current earnings and profits. These inclusions are treated as ordinary income (whether or not such inclusions are attributable to net capital gains). Thus, an investor may be required to report as ordinary income its allocable share of the CFC's Subpart F income reported by us without corresponding receipts of cash and may not benefit from capital gain treatment with respect to the portion of our earnings (if any) attributable to net capital gains of the CFC.

The tax basis of our shares of such non-U.S. entity, and a holder's tax basis in our common units, will be increased to reflect any required Subpart F income inclusions. Such income will be treated as income from sources within the United States, for certain foreign tax credit purposes, to the extent derived by the CFC from U.S. sources. Such income will not be eligible for the reduced rate of tax applicable to "qualified dividend income" for individual U.S. persons. See "— Consequences to U.S. Holders of Common Units." Amounts included as such income with respect to direct and indirect investments generally will not be taxable again when distributed.

Regardless of whether any CFC has Subpart F income, any gain allocated to you from our disposition of stock in a CFC will be treated as ordinary income to the extent of your allocable share of the current and/or accumulated earnings and profits of the CFC. In this regard, earnings would not include any amounts previously taxed pursuant to the CFC rules. However, net losses (if any) of a non-U.S. entity owned by us that is treated as a CFC will not pass through to you. Moreover, a portion of your gain from the sale or exchange of your common units may be treated as ordinary income. Any portion of any gain from the sale or exchange of a common unit that is attributable to a CFC may be treated as an "unrealized receivable" taxable as ordinary income. See "— Sale or Exchange of Common Units."

If a non-U.S. entity held by us is classified as both a CFC and a PFIC during the time we are a U.S. Shareholder of such non-U.S. entity, a holder will be required to include amounts in income with respect to such non-U.S. entity pursuant to this subheading, and the consequences described under the subheading "Passive Foreign Investment Companies" above will not apply. If our ownership percentage in a non-U.S. entity changes such that we are not a U.S. Shareholder with respect to such non-U.S. entity, then common unitholders may be subject to the PFIC rules. The interaction of these rules is complex, and prospective holders are urged to consult their tax advisors in this regard.

It is expected that Carlyle Holdings III GP L.P. will be a CFC subject to the above rules and as such, each common unitholder that is a U.S. person will be required to include in income its allocable share of Carlyle Holdings III GP L.P.'s Subpart F income reported by us.

Investment Structure

To manage our affairs so as to meet the Qualifying Income Exception for the publicly traded partnership rules (discussed above) and comply with certain requirements in our Limited Partnership Agreement, we may need to structure certain investments through an entity classified as a corporation for U.S. federal income tax purposes. However, because our common unitholders will be located in numerous taxing jurisdictions, no assurances can be given that any such investment structure will be beneficial to all our common unitholders to the same extent, and may even impose additional tax burdens on some of our common unitholders. As discussed above, if the entity were a non-U.S. corporation it may be considered a CFC or a PFIC. If the entity were a U.S. corporation, it would be subject to U.S. federal income tax on its operating income, including any gain recognized on its disposal of its investments. In addition, if the investment involves U.S. real estate, gain recognized on disposition would generally be subject to such tax, whether the corporation is a U.S. or a non-U.S. corporation.

Taxes in Other State, Local and Non-U.S. Jurisdictions

In addition to U.S. federal income tax consequences, you may be subject to potential U.S. state and local taxes because of an investment in us in the U.S. state or locality in which you are a resident for tax purposes or in which we have investments or activities. You may also be subject to tax return filing obligations and income, franchise or other taxes, including withholding taxes, in state, local or non-U.S. jurisdictions in which we invest, or in which entities in which we own interests conduct activities or derive income. Income or gains from investments held by us may be subject to withholding or other taxes in jurisdictions outside the United States, subject to the possibility of reduction under applicable income tax treaties. If you wish to claim the benefit of an applicable income tax treaty, you may be required to submit information to tax authorities in such jurisdictions. You should consult your own tax advisors regarding the U.S. state, local and non-U.S. tax consequences of an investment in us.

Transferor/Transferee Allocations

In general, our taxable income and losses will be determined and apportioned among investors using conventions we regard as consistent with applicable law. As a result, if you transfer your common units, you may be allocated income, gain, loss and deduction realized by us after the date

of transfer. Similarly, a transferee may be allocated income, gain, loss and deduction realized by us prior to the date of the transferee's acquisition of our common units.

Although Section 706 of the Internal Revenue Code generally provides guidelines for allocations of items of partnership income and deductions between transferors and transferees of partnership interests, it is not clear that our allocation method complies with its requirements. If our convention were not permitted, the IRS might contend that our taxable income or losses must be reallocated among the investors. If such a contention were sustained, your respective tax liabilities would be adjusted to your possible detriment. Our general partner is authorized to revise our method of allocation between transferors and transferees (as well as among investors whose interests otherwise vary during a taxable period).

U.S. Federal Estate Taxes

If common units are included in the gross estate of a U.S. citizen or resident for U.S. federal estate tax purposes, then a U.S. federal estate tax might be payable in connection with the death of such person. Prospective individual U.S. Holders should consult their own tax advisors concerning the potential U.S. federal estate tax consequences with respect to our common units.

U.S. Taxation of Tax-Exempt U.S. Holders of Common Units

A holder of common units that is a tax-exempt organization for U.S. federal income tax purposes and therefore generally exempt from U.S. federal income taxation, may nevertheless be subject to unrelated business income tax, or UBTI, to the extent, if any, that its allocable share of our income consists of UBTI. A tax-exempt partner of a partnership that regularly engages in a trade or business which is unrelated to the exempt function of the tax-exempt partner must include in computing its UBTI its pro rata share (whether or not distributed) of such partnership's gross income derived from such unrelated trade or business. Moreover, a tax-exempt partner of a partnership could be treated as earning UBTI to the extent that such partnership derives income from "debt-financed property," or if the partnership interest itself is debt financed. Debt-financed property means property held to produce income with respect to which there is "acquisition indebtedness" (that is, indebtedness incurred in acquiring or holding property).

Because we are under no obligation to minimize UBTI, tax-exempt U.S. Holders of common units should consult their own tax advisors regarding all aspects of UBTI.

Investments by U.S. Mutual Funds

U.S. mutual funds that are treated as regulated investment companies, or RICs, for U.S. federal income tax purposes are required, among other things, to meet an annual 90% gross income and a quarterly 50% asset value test under Section 851(b) of the Internal Revenue Code to maintain their favorable U.S. federal income tax status. The treatment of an investment by a RIC in common units for purposes of these tests will depend on whether we are treated as a "qualifying publicly traded partnership." If our partnership is so treated, then the common units themselves are the relevant assets for purposes of the 50% asset value test and the net income from the common units is the relevant gross income for purposes of the 90% gross income test. RICs may not invest greater than 25% of their assets in one or more qualifying publicly traded partnerships. All income derived from a qualifying publicly traded partnership is considered qualifying income for purposes of the RIC 90% gross income test above. However, if we are not treated as a qualifying publicly traded partnership for purposes of the RIC rules, then the relevant assets for the RIC asset test will be the RIC's allocable share of the underlying assets held by us and the relevant gross income for the RIC income test will be the RIC's allocable share of the underlying gross income earned by us. Whether we will qualify as a "qualifying publicly traded partnership" depends on the exact nature of our future investments, but it is likely that we will not be treated as a "qualifying publicly traded partnership." In addition, as discussed above under "— Consequences to U.S. Holders of Common Units," we may derive taxable income from an investment that is not matched by a corresponding cash distribution. Accordingly, a RIC investing in our common units may recognize income for

U.S. federal income tax purposes without receiving cash with which to make distributions in amounts necessary to satisfy the distribution requirements under Section 852 and 4982 of the Internal Revenue Code for avoiding income and excise taxes. RICs should consult their own tax advisors about the U.S. tax consequences of an investment in common units.

Consequences to Non-U.S. Holders of Common Units

U.S. Income Tax Consequences

In light of our intended investment activities, we may be or may become engaged in a U.S. trade or business for U.S. federal income tax purposes, in which case some portion of our income would be treated as ECI with respect to non-U.S. Holders. If a non-U.S. Holder were treated as being engaged in a U.S. trade or business in any year because of an investment in our common units in such year, such non-U.S. Holder generally would be (1) subject to withholding by us on any actual distributions, (2) required to file a U.S. federal income tax return for such year reporting its allocable share, if any, of income or loss effectively connected with such trade or business, including certain income from U.S. sources not related to The Carlyle Group L.P. and (3) required to pay U.S. federal income tax at regular U.S. federal income tax rates on any such income. Moreover, a corporate non-U.S. Holder might be subject to a U.S. branch profits tax on its allocable share of its ECI. Any amount so withheld would be creditable against such non-U.S. Holder's U.S. federal income tax liability, and such non-U.S. Holder could claim a refund to the extent that the amount withheld exceeded such non-U.S. Holder's U.S. federal income tax liability for the taxable year. Finally, if we were treated as being engaged in a U.S. trade or business, a portion of any gain recognized by a holder who is a non-U.S. Holder on the sale or exchange of its common units could be treated for U.S. federal income tax purposes as ECI, and hence such non-U.S. Holder could be subject to U.S. federal income tax on the sale or exchange.

Generally, under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") provisions of the Internal Revenue Code, non-U.S. persons are subject to U.S. federal income tax in the same manner as U.S. persons on any gain realized on the disposition of an interest, other than an interest solely as a creditor, in U.S. real property. An interest in U.S. real property includes stock in a U.S. corporation (except for certain stock of publicly traded U.S. corporations) if interests in U.S. real property constitute 50% or more by value of the sum of the corporation's assets used in a trade or business, its U.S. real property interests and its interests in real property located outside the United States (a "United States Real Property Holding Corporation" or "USRPHC"). The FIRPTA tax applies if a non-U.S. person is a holder of an interest in a partnership that realizes gain in respect of an interest in U.S. real property or an interest in a USRPHC. We may, from time to time, make certain investments (other than direct investments in U.S. real property), for example, through one of our investment funds held by Carlyle Holdings II GP L.L.C. that could constitute investments in U.S. real property or USRPHCs. If we make such investments, each non-U.S. Holder will be subject to U.S. federal income tax under FIRPTA on such holder's allocable share of any gain we realize on the disposition of a FIRPTA interest and will be subject to the tax return filing requirements regarding ECI discussed above.

Although each non-U.S. Holder is required to provide an IRS Form W-8, we may not be able to provide complete information related to the tax status of our investors to Carlyle Holdings for purposes of obtaining reduced rates of withholding on behalf of our investors. Accordingly, to the extent we receive dividends from a U.S. corporation through Carlyle Holdings and its investment vehicles, your allocable share of distributions of such dividend income will be subject to U.S. withholding tax at a 30% rate, unless relevant tax status information is provided. Distributions to you may also be subject to withholding to the extent they are attributable to the sale of a U.S. real property interest or if the distribution is otherwise considered fixed or determinable annual or periodic income under the Internal Revenue Code, provided that an exemption from or a reduced rate of such withholding may apply if certain tax status information is provided. If such information is not provided and you would not be subject to U.S. tax based on your tax status or are eligible for a reduced rate of U.S. withholding, you may need to take additional steps to receive a credit or

refund of any excess withholding tax paid on your account, which may include the filing of a non-resident U.S. income tax return with the IRS. Among other limitations, if you reside in a treaty jurisdiction which does not treat our partnership as a pass-through entity, you may not be eligible to receive a refund or credit of excess U.S. withholding taxes paid on your account. You should consult your tax advisors regarding the treatment of U.S. withholding taxes.

Special rules may apply in the case of a non-U.S. Holder that (1) has an office or fixed place of business in the U.S., (2) is present in the U.S. for 183 days or more in a taxable year or (3) is a former citizen of the U.S., a foreign insurance company that is treated as holding a partnership interests in us in connection with their U.S. business, a PFIC or a corporation that accumulates earnings to avoid U.S. federal income tax. You should consult your tax advisors regarding the application of these special rules.

U.S. Federal Estate Tax Consequences

The U.S. federal estate tax treatment of our common units with regards to the estate of a non-citizen who is not a resident of the United States is not entirely clear. If our common units are includable in the U.S. gross estate of such person, then a U.S. federal estate tax might be payable in connection with the death of such person. Prospective individual non-U.S. Holders who are non-citizens and not residents of the United States should consult their own tax advisors concerning the potential U.S. federal estate tax consequences with regard to our units.

Administrative Matters

Taxable Year

We currently intend to use the calendar year as our taxable year for U.S. federal income tax purposes. Under certain circumstances which we currently believe are unlikely to apply, a taxable year other than the calendar year may be required for such purposes.

Tax Matters Partner

Our general partner will act as our "tax matters partner." As the tax matters partner, the general partner will have the authority, subject to certain restrictions, to act on our behalf in connection with any administrative or judicial review of our items of income, gain, loss, deduction or credit.

Information Returns

We have agreed to furnish to you, as soon as reasonably practicable after the close of each calendar year, tax information (including Schedule K-1), which describes on a U.S. dollar basis your share of our income, gain, loss and deduction for our preceding taxable year. It will most likely require longer than 90 days after the end of our fiscal year to obtain the requisite information from all lower-tier entities so that K-1s may be prepared for us. Consequently, holders of common units who are U.S. taxpayers should anticipate the need to file annually with the IRS (and certain states) a request for an extension past April 15 or the otherwise applicable due date of their income tax return for the taxable year. In addition, each partner will be required to report for all tax purposes consistently with the information provided by us for the taxable year.

In preparing this information, we will use various accounting and reporting conventions, some of which have been mentioned in the previous discussion, to determine your share of income, gain, loss and deduction. The IRS may successfully contend that certain of these reporting conventions are impermissible, which could result in an adjustment to your income or loss.

We may be audited by the IRS. Adjustments resulting from an IRS audit may require you to adjust a prior year's tax liability and possibly may result in an audit of your own tax return. Any audit of your tax return could result in adjustments not related to our tax returns as well as those related to our tax returns.

Tax Shelter Regulations

If we were to engage in a "reportable transaction," we (and possibly you and others) would be required to make a detailed disclosure of the transaction to the IRS in accordance with recently issued regulations governing tax shelters and other potentially tax-motivated transactions. A transaction may be a reportable transaction based upon any of several factors, including the fact that it is a type of tax avoidance transaction publicly identified by the IRS as a "listed transaction" or that it produces certain kinds of losses in excess of $2 million. An investment in us may be considered a "reportable transaction" if, for example, we recognize certain significant losses in the future. In certain circumstances, a common unitholder who disposes of an interest in a transaction resulting in the recognition by such holder of significant losses in excess of certain threshold amounts may be obligated to disclose its participation in such transaction. Our participation in a reportable transaction also could increase the likelihood that our U.S. federal income tax information return (and possibly your tax return) would be audited by the IRS. Certain of these rules are currently unclear and it is possible that they may be applicable in situations other than significant loss transactions.

Moreover, if we were to participate in a reportable transaction with a significant purpose to avoid or evade tax, or in any listed transaction, you may be subject to (i) significant accuracy-related penalties with a broad scope, (ii) for those persons otherwise entitled to deduct interest on federal tax deficiencies, non-deductibility of interest on any resulting tax liability, and (iii) in the case of a listed transaction, an extended statute of limitations.

Common unitholders should consult their tax advisors concerning any possible disclosure obligation under the regulations governing tax shelters with respect to the dispositions of their interests in us.

Constructive Termination

Subject to the electing large partnership rules described below, we will be considered to have been terminated for U.S. federal income tax purposes if there is a sale or exchange of 50% or more of the total interests in our capital and profits within a 12-month period.

Our termination would result in the close of our taxable year for all holders of common units. In the case of a holder reporting on a taxable year other than a fiscal year ending on our year-end, the closing of our taxable year may result in more than 12 months of our taxable income or loss being includable in the holder's taxable income for the year of termination. We would be required to make new tax elections after a termination, including a new tax election under Section 754 of the Internal Revenue Code. A termination could also result in penalties if we were unable to determine that the termination had occurred. Moreover, a termination might either accelerate the application of, or subject us to, any tax legislation enacted before the termination.

Elective Procedures for Large Partnerships

The Internal Revenue Code allows large partnerships to elect streamlined procedures for income tax reporting. This election would reduce the number of items that must be separately stated on the Schedules K-1 that are issued to the common unitholders, and such Schedules K-1 would have to be provided to common unitholders on or before the first March 15 following the close of each taxable year. In addition, this election would prevent us from suffering a "technical termination" (which would close our taxable year) if within a 12-month period there is a sale or exchange of 50 percent or more of our total interests. It is possible we might make such an election, if eligible. If we make such election, IRS audit adjustments will flow through to holders of the common units for the year in which the adjustments take effect, rather than the holders of common units in the year to which the adjustment relates. In addition, we, rather than the holders of the common units individually, generally will be liable for any interest and penalties that result from an audit adjustment.

Treatment of Amounts Withheld

If we are required to withhold any U.S. tax on distributions made to any common unitholder, we may pay such withheld amount to the IRS. That payment, if made, will be treated as a distribution of cash to the common unitholder with respect to whom the payment was made and will reduce the amount of cash to which such common unitholder would otherwise be entitled.

Withholding and Backup Withholding

For each calendar year, we will report to you and the IRS the amount of distributions we made to you and the amount of U.S. federal income tax (if any) that we withheld on those distributions. The proper application to us of rules for withholding under Section 1441 of the Internal Revenue Code (applicable to certain dividends, interest and similar items) is unclear. Because the documentation we receive may not properly reflect the identities of partners at any particular time (in light of possible sales of common units), we may over-withhold or under-withhold with respect to a particular holder of common units. For example, we may impose withholding, remit that amount to the IRS and thus reduce the amount of a distribution paid to a non-U.S. Holder. It may turn out, however, the corresponding amount of our income was not properly allocable to such holder, and the withholding should have been less than the actual withholding. Such holder would be entitled to a credit against the holder's U.S. tax liability for all withholding, including any such excess withholding, but if the withholding exceeded the holder's U.S. tax liability, the holder would have to apply for a refund to obtain the benefit of the excess withholding. Similarly, we may fail to withhold on a distribution, and it may turn out the corresponding income was properly allocable to a non-U.S. Holder and withholding should have been imposed. In that event, we intend to pay the under-withheld amount to the IRS, and we may treat such under-withholding as an expense that will be borne by all partners on a pro rata basis (since we may be unable to allocate any such excess withholding tax cost to the relevant non-U.S. Holder).

Under the backup withholding rules, you may be subject to backup withholding tax (at the applicable rate, currently 28%) with respect to distributions paid unless: (1) you are a corporation or come within another exempt category and demonstrate this fact when required or (2) you provide a taxpayer identification number, certify as to no loss of exemption from backup withholding tax and otherwise comply with the applicable requirements of the backup withholding tax rules. If you are an exempt holder, you should indicate your exempt status on a properly completed IRS Form W-9. A non-U.S. Holder may qualify as an exempt recipient by submitting a properly completed IRS Form W-8BEN. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to you will be allowed as a credit against your U.S. federal income tax liability and may entitle you to a refund.

If you do not timely provide us (or the clearing agent or other intermediary, as appropriate) with IRS Form W-8 or W-9, as applicable, or such form is not properly completed, we may become subject to U.S. backup withholding taxes in excess of what would have been imposed had we received certifications from all investors. Such excess U.S. backup withholding taxes may be treated by us as an expense that will be borne by all investors on a pro rata basis (since we may be unable to allocate any such excess withholding tax cost to the holders that failed to timely provide the proper U.S. tax certifications).

Additional Withholding Requirements

Under recently enacted legislation, as well as preliminary guidance in the form of proposed regulations and other administrative guidance, the relevant withholding agent may be required to withhold 30% of any interest, dividends and other fixed or determinable annual or periodical gains, profits and income from sources within the United States paid after December 31, 2013 or gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the United States paid after December 31, 2014 to (i) a foreign financial institution (for which purposes includes foreign broker-dealers, clearing organizations, investment companies, hedge funds and certain other investment entities) unless such foreign financial institution agrees to

verify, report and disclose its U.S. accountholders and meets certain other specified requirements or (ii) a non-financial foreign entity that is a beneficial owner of the payment unless such entity certifies that it does not have any substantial U.S. owners or provides the name, address and taxpayer identification number of each substantial U.S. owner and such entity meets certain other specified requirements or otherwise qualifies for an exemption from this withholding. Non U.S. and U.S. Holders are encouraged to consult their own tax advisors regarding the possible implications of this proposed legislation on their investment in our common units.

Nominee Reporting

Persons who hold an interest in our partnership as a nominee for another person are required to furnish to us:

(a) the name, address and taxpayer identification number of the beneficial owner and the nominee;

(b) whether the beneficial owner is (1) a person that is not a U.S. person, (2) a foreign government, an international organization or any wholly-owned agency or instrumentality of either of the foregoing, or (3) a tax-exempt entity;

(c) the amount and description of common units held, acquired or transferred for the beneficial owner; and

(d) specific information including the dates of acquisitions and transfers, means of acquisitions and transfers and acquisition cost for purchases, as well as the amount of net proceeds from sales.

Brokers and financial institutions are required to furnish additional information, including whether they are U.S. persons and specific information on common units they acquire, hold or transfer for their own account. A penalty of $50 per failure, up to a maximum of $100,000 per calendar year, is imposed by the Internal Revenue Code for failure to report that information to us. The nominee is required to supply the beneficial owner of the common units with the information furnished to us.

New Legislation or Administrative or Judicial Action

The U.S. federal income tax treatment of common unitholders depends in some instances on determinations of fact and interpretations of complex provisions of U.S. federal income tax law for which no clear precedent or authority may be available.

The rules dealing with U.S. federal income taxation are constantly under review by persons involved in the legislative process, the IRS and the U.S. Treasury Department, frequently resulting in revised interpretations of established concepts, statutory changes, revisions to regulations and other modifications and interpretations. No assurance can be given as to whether, or in what form, any proposals affecting us or our common unitholders will be enacted. The IRS pays close attention to the proper application of tax laws to partnerships. The present U.S. federal income tax treatment of an investment in our common units may be modified by administrative, legislative or judicial interpretation at any time, and any such action may affect investments and commitments previously made. Changes to the U.S. federal income tax laws and interpretations thereof could make it more difficult or impossible to meet the Qualifying Income Exception for us to be treated as a partnership that is not taxable as a corporation for U.S. federal income tax purposes affect or cause us to change our investments and commitments, affect the tax considerations of an investment in us, change the character or treatment of portions of our income (including, for instance, the treatment of carried interest as ordinary income rather than capital gain) and adversely affect an investment in our common units. See “Risk Factors — Risks Related to U.S. Taxation — Our structure involves complex provisions of U.S. federal income tax law for which no clear precedent or authority may be available. Our structure also is subject to potential legislative, judicial or administrative change and differing interpretations, possibly on a retroactive basis” and “Risk Factors — Risks Related to Our Company— Although not enacted, the U.S. Congress has considered legislation that would have: (i) in some cases after a ten-year transition period, precluded us from qualifying as a partnership for U.S. federal income tax purposes or required us to hold carried

interest through taxable subsidiary corporations; and (ii) taxed certain income and gains at increased rates. If any similar legislation were to be enacted and apply to us, the after tax income and gain related to our business, as well as our distributions to you and the market price of our common units, could be reduced." In addition, statutory changes, revisions to regulations and other modifications and interpretations with respect to the tax laws of the states and other jurisdictions in which we operate could result in us or our common unitholders having to pay additional taxes. Our organizational documents and agreements permit the board of directors to modify the amended and restated operating agreement from time to time, without the consent of the common unitholders, in order to address certain changes in U.S. federal and state income tax regulations, legislation or interpretation. In some circumstances, such revisions could have a material adverse impact on some or all of our common unitholders.

THE FOREGOING DISCUSSION IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING. THE TAX MATTERS RELATING TO CARLYLE AND ITS UNITHOLDERS ARE COMPLEX AND ARE SUBJECT TO VARYING INTERPRETATIONS. MOREOVER, THE MEANING AND IMPACT OF TAX LAWS AND OF PROPOSED CHANGES WILL VARY WITH THE PARTICULAR CIRCUMSTANCES OF EACH PROSPECTIVE UNITHOLDER. PROSPECTIVE UNITHOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES OF ANY INVESTMENT IN THE COMMON UNITS.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the purchase of our common units by (i) employee benefit plans that are subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) plans that are subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") and (iii) entities whose underlying assets are considered to include "plan assets" of such employee benefit plans and plans (each of the foregoing described in clauses (i), (ii) and (ii) being referred to as an ERISA Plan).

In considering whether to invest the assets of any ERISA Plan in the common units, a fiduciary of an ERISA Plan should determine, among other things, whether the investment is in accordance with the documents and instruments governing such plan and the applicable provisions of ERISA, the Code or any provisions of Similar Law (as defined below) relating to a fiduciary's duties to such ERISA Plan, including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any Similar Law.

Prohibited Transaction Issues

ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engaged in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code.

Whether or not our underlying assets were deemed to include "plan assets," as described below, the acquisition of our common units by an ERISA Plan with respect to which we are considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor (the "DOL") has issued prohibited transaction class exemptions, or "PTCEs," that may apply to the acquisition and holding of the common units or any interest therein. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers, although there can be no assurance that all of the conditions of any such exemptions will be satisfied.

Plan Asset Issues

ERISA and the regulations (the "Plan Asset Regulations") promulgated under ERISA by the DOL generally provide that when an ERISA Plan acquires an equity interest in an entity that is neither a "publicly-offered security" nor a security issued by an investment company registered under the 1940 Act, the ERISA Plan's assets include both the equity interests and an undivided interest in each of the underlying assets of the entity unless it is established either that less than 25% of the total value of each class of equity interests in the entity is held by "benefit plan investors" as defined in Section 3(42) of ERISA (the "25% Test") or that the entity is an "operating company," as defined in the Plan Asset Regulations. There can be no assurance that we will satisfy the 25% Test and it is not anticipated that we will qualify as an operating company or register as an investment company under the 1940 Act. It is anticipated that the common units offered hereunder will qualify for the exemption for a "publicly-offered security," although no assurances can be given in this regard.

For purposes of the Plan Asset Regulations, a "publicly offered security" is a security that is (a) "freely transferable," (b) part of a class of securities that is "widely held," and (c) (i) sold to the ERISA Plan as part of an offering of securities to the public pursuant to an effective registration statement under the Securities Act of 1933 and the class of securities to which such security is a part is registered under the Securities Exchange Act of 1934 within 120 days after the end of the fiscal year of the issuer during which the offering of such securities to the public has occurred, or (ii) is part of a class of securities that is registered under Section 12 of the Exchange Act. We intend to effect such a registration under the Securities Act and Securities Exchange Act. The Plan Asset Regulations provide that a security is "widely held" only if it is part of a class of securities that is owned by 100 or more investors independent of the issuer and one another. A security will not fail to be "widely held" because the number of independent investors falls below 100 subsequent to the initial offering thereof as a result of events beyond the control of the issuer. The Plan Asset Regulations provide that whether a security is "freely transferable" is a factual question to be determined on the basis of all the relevant facts and circumstances. It is anticipated that our common units to be sold in this offering will be "widely held" and "freely transferable," although no assurances can be given in this regard.

If our assets were deemed to be "plan assets" under ERISA, this would result, among other things, in (i) the application of the prudence and other fiduciary responsibility standards of ERISA to investments made by us, and (ii) the possibility that certain transactions in which we might seek to engage could constitute "prohibited transactions" under ERISA.

Governmental plans, certain church plans and non-United States plans (such plans together with ERISA Plans referred to herein as "Plans"), while not subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code, may nevertheless be subject to other federal, state, local, non-U.S. or other laws or regulations that are substantially similar to the foregoing provisions of ERISA or the Code (collectively referred to herein as "Similar Laws").

Representation

Because of the foregoing, the common units should not be purchased or held by any person investing "plan assets" of any Plan unless the purchase and holding will not constitute a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Code or a similar violation of any applicable Similar Laws. Accordingly, by its acquisition of common units or any interest therein each purchaser will be deemed to have represented and warranted that either (i) no portion of the assets used to purchase or hold the common units or any interest therein constitutes the assets of any Plan, or (ii) the purchase and holding of the common units and any interest therein will not result in a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Code or a similar violation of any applicable Similar Laws.

Each Plan fiduciary or other persons considering purchasing our common units on behalf of, or with the assets of, any Plan should consult with its legal advisor concerning the matters described herein.

UNDERWRITING

J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Credit Suisse Securities (USA) LLC are acting as representatives of the underwriters. We and the underwriters named below have entered into an underwriting agreement covering the common units to be sold in this offering. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase, at the initial public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of common units listed next to its name in the following table:

Underwriter	Number of Common Units
J.P. Morgan Securities LLC	
Citigroup Global Markets Inc.	
Credit Suisse Securities (USA) LLC	
Total	

The underwriters are offering the common units subject to their acceptance of the common units from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the common units offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the common units offered by this prospectus if any such common units are taken. However, the underwriters are not required to take or pay for the common units covered by the underwriters' over-allotment option described below.

The underwriters initially propose to offer part of the common units directly to the public at the public offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ a unit under the public offering price. Any such dealers may resell common units to certain other brokers or dealers at a discount of up to $ a unit from the initial public offering price. After the initial offering of the common units, the offering price and other selling terms may from time to time be varied by the representatives. The offering of the common units by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to an aggregate of additional common units at the public offering price listed on the cover page of this prospectus, less underwriting discounts. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the common units offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to specified conditions, to purchase approximately the same percentage of common units as the number listed next to the underwriter's name in the preceding table bears to the total number of common units listed next to the names of all underwriters in the preceding table. If the underwriters' option is exercised in full, the total price to the public would be $, the total underwriters' discounts would be $ and the total proceeds to us would be $.

The underwriters have informed us that they do not expect sales to discretionary accounts to exceed five percent of the total number of common units offered.

We have agreed that we will not (i) 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 dispose of, directly or indirectly, or file with the Securities and Exchange Commission a registration statement (other than any registration statement on Form S-8 to register common units issued or available for future grant under the 2012 Carlyle Group Equity Incentive Plan) under the Securities Act relating to, any of our common units or securities convertible into or exchangeable or exercisable for our common units, or publicly disclose the

intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of any of our common units or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of common units or such other securities, in cash or otherwise), in each case without the prior written consent of the representatives for a period of 180 days after the date of this prospectus. Notwithstanding the foregoing, if (1) during the last 17 days of the 180-day restricted period, we issue an earnings release or material news or a material event relating to Carlyle occurs; or (2) prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period, the restrictions described above shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. These restrictions do not apply to certain sales, issuances, distributions and transfers. See “Common Units Eligible for Future Sale — Lock-Up Arrangements.”

The directors and officers of our general partner as well as have entered into lock up agreements with the underwriters prior to the commencement of this offering pursuant to which each of these persons or entities, with limited exceptions, for a period of 180 days after the date of this prospectus, may not, without the prior written consent of the representatives, (1) 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 or dispose of, directly or indirectly, any of our common units or any securities convertible into or exercisable or exchangeable for our common units (including, without limitation, common units or such other securities which may be deemed to be beneficially owned by such directors, executive officers, and in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of an option or warrant) or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the common units or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of common units or such other securities, in cash or otherwise, or (3) make any demand for or exercise any right with respect to the registration of any of our common units or any security convertible into or exercisable or exchangeable for our common units. Notwithstanding the foregoing, if (1) during the last 17 days of the 180-day restricted period, we issue an earnings release or material news or a material event relating to Carlyle occurs; or (2) prior to the expiration of the 180-day restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period, the restrictions described above shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. These restrictions do not apply to certain sales, issuances, distributions and transfers. See “Common Units Eligible for Future Sale — Lock-Up Arrangements.”

The representatives in their sole discretion may release any of the securities subject to these lock-up agreements at any time without notice. The representatives have no present intent or arrangement to release any of the securities subject to these lock-up agreements. The release of any lock-up is considered on a case-by-case basis. Factors in deciding whether to release common units may include the length of time before the lock-up expires, the number of common units involved, the reason for the requested release, market conditions, the trading price of our common units, historical trading volumes of our common units and whether the person seeking the release is an officer, director or affiliate of us. If the representatives, in their sole discretion, agree to release or waive the restrictions set forth in a lock-up agreement for an officer or director of our general partner and provide us with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, we have agreed to announce the impending release or waiver by a press release through a major news service at least two business days before the effective date of the release or waiver.

The following table shows the per common unit and total underwriting discounts payable by us. The amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional common units.

	Paid by Us	
	No Exercise	Full Exercise
Per common unit	$	$
Total	$	$

In addition, we estimate that the expenses of this offering payable by us, other than underwriting discounts, will be approximately $.

In order to facilitate the offering of the common units, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of the common units. The underwriters may sell more common units than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of common units available for purchase by the underwriters under their over-allotment option. The underwriters can close out a covered short sale by exercising their over-allotment option or purchasing common units in the open market. In determining the source of common units to close out a covered short sale, the underwriters will consider, among other things, the open market price of common units compared to the price available under their over-allotment option. The underwriters may also sell common units in excess of their over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing common units in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common units in the open market after pricing that could adversely affect investors who purchase in the offering. In addition, to stabilize the price of the common units, the underwriters may bid for and purchase common units in the open market. Finally, the underwriting syndicate may reclaim selling concessions allowed to an underwriter or a dealer for distributing the common units in the offering, if the syndicate repurchases previously distributed common units to cover syndicate short positions or to stabilize the price of the common units. These activities may raise or maintain the market price of the common units above independent market levels or prevent or retard a decline in the market price of the common units. The underwriters may conduct these transactions on or in the over-the-counter market, or otherwise. The underwriters are not required to engage in these activities, and may end any of these activities at any time.

We intend to apply to list the common units on the NASDAQ Global Select Market under the symbol ‘‘CG.”

In the ordinary course of their various business activities, the underwriters and/or their respective affiliates own, and may in the future acquire, limited partnership interests in some of the investment funds we manage, and have participated, or in the future may participate, in co-investments with our investment funds in portfolio companies of these investment funds. Each of the underwriters and/or their respective affiliates have performed investment banking, financial advisory and lending services for us, the investment funds we manage and our funds' portfolio companies, from time to time for which they have received customary fees and expenses. Affiliates of each of the representatives are participating lenders and/or agents in our existing senior secured credit facility, and if operative, in our new senior credit facility. In addition, the underwriters and/or their respective affiliates may, from time to time, engage in other transactions with and perform services for us, the investment funds we manage and our funds' portfolio companies, in the ordinary course of their business for which they will receive customary fees.

A prospectus in electronic format may be made available on the websites maintained by one or more underwriters. The representatives may agree to allocate a number of common units to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters that may make Internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on any

underwriter's or selling group member's website and any information contained in any other website maintained by an underwriter or selling group member is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us or any underwriter or selling group member in its capacity as underwriter or selling group member and should not be relied upon by investors.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act.

Pricing of the Offering

Prior to this offering, there has been no public market for our common units. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors to be considered in determining the initial public offering price will be:

- our future prospects and those of our industry in general;
- our revenues, earnings and other financial operating information in recent periods;
- the general condition of the securities markets at the time of this offering;
- an assessment of our management;
- the price-earnings ratios, price revenues ratios, market prices of securities and financial and operating information of companies engaged in activities similar to ours; and
- other factors deemed relevant by the underwriters and us.

The estimated initial public offering price range set forth on the cover page of this preliminary prospectus is subject to change as a result of market conditions and other factors. Neither we nor the underwriters can assure investors that an active trading market will develop for our common units, or that the common units will trade in the public market at or above the initial public offering price.

LEGAL MATTERS

The validity of the common units and certain tax matters will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York. An investment vehicle composed of certain partners of Simpson Thacher & Bartlett LLP, members of their families, related parties and others owns interests representing less than 1% of the capital commitments of certain investment funds advised by Carlyle. Certain legal matters in connection with this offering will be passed upon for the underwriters by Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York. Skadden, Arps, Slate, Meagher & Flom LLP has in the past performed, and may continue to perform, legal services for Carlyle.

EXPERTS

The balance sheet of The Carlyle Group L.P. at August 1, 2011, appearing in this Prospectus and Registration Statement has been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and is included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The combined and consolidated financial statements of Carlyle Group at December 31, 2010 and 2009, and for each of the three years in the period ended December 31, 2010, appearing in this Prospectus and Registration Statement have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated balance sheet of AlpInvest Partners N.V. at June 30, 2011, appearing in this Prospectus and Registration Statement has been audited by Ernst & Young Accountants LLP, independent auditors, as set forth in their report thereon appearing elsewhere herein, and is included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the common units offered by this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and our common units, we refer you to the registration statement and to its exhibits and schedules. Anyone may inspect the registration statement and its exhibits and schedules without charge at the public reference facilities the SEC maintains at 100 F Street, N.E., Washington, D.C. 20549. You may obtain copies of all or any part of these materials from the SEC upon the payment of certain fees prescribed by the SEC. You may obtain further information about the operation of the SEC's Public Reference Room by calling the SEC at 1-800-SEC-0330. You may also inspect these reports and other information without charge at a website maintained by the SEC. The address of this site is *http://www.sec.gov*.

Upon completion of this offering, we will become subject to the informational requirements of the Exchange Act and will be required to file reports and other information with the SEC. You will be able to inspect and copy these reports and other information at the public reference facilities maintained by the SEC at the address noted above. You also will be able to obtain copies of this material from the Public Reference Room of the SEC as described above, or inspect them without charge at the SEC's website. We intend to make available to our common unitholders annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

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Report of Independent Registered Public Accounting Firm

The Partners of The Carlyle Group L.P.

We have audited the accompanying balance sheet of The Carlyle Group L.P. (the "Partnership"), as of August 1, 2011. This balance sheet is the responsibility of the Partnership's management. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free of material misstatement. We were not engaged to perform an audit of the Partnership's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the balance sheet, assessing the accounting principles used and significant estimates made by management, and evaluating the overall balance sheet presentation. We believe that our audit of the balance sheet provides a reasonable basis for our opinion.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of The Carlyle Group L.P. at August 1, 2011, in conformity with U.S. generally accepted accounting principles.

/s/ Ernst & Young LLP

McLean, Virginia
September 6, 2011

THE CARLYLE GROUP L.P.

Balance Sheet
As of August 1, 2011

Assets	
Cash	$ 1
Members' Equity	
Members' Equity	$ 1

Notes to Balance Sheet

1. ORGANIZATION

The Carlyle Group L.P. (the "Partnership") was formed as a Delaware limited partnership on July 18, 2011. Pursuant to a reorganization into a holding partnership structure, the Partnership will become a holding partnership and its sole assets are expected to be an equity interest through wholly-owned subsidiary entities in Carlyle Holdings I L.P., Carlyle Holdings II L.P. and Carlyle Holdings III L.P. (collectively, "Carlyle Holdings"). Through wholly-owned subsidiary entities, the Partnership will be the sole general partner of Carlyle Holdings and will operate and control all of the businesses and affairs of Carlyle Holdings and, through Carlyle Holdings and its subsidiaries, continue to conduct the business now conducted by these subsidiaries. Carlyle Group Management L.L.C. is the general partner of the Partnership.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting — The Balance Sheet has been prepared in accordance with accounting principles generally accepted in the United States of America. Separate Statements of Operations, Changes in Equity and of Cash Flows have not been presented in the financial statement because there have been no activities of this entity.

3. PARTNERS' CAPITAL

Carlyle Group Limited Partner L.L.C., a wholly-owned subsidiary of Carlyle Group Management L.L.C., is the organizational limited partner of the Partnership, and contributed $1 to the Partnership on the date of formation.

Report of Independent Registered Public Accounting Firm

The Members of Carlyle Group

We have audited the accompanying combined and consolidated balance sheets of Carlyle Group, as described in Note 1, (the "Company") as of December 31, 2010 and 2009, and the related combined and consolidated statements of operations, changes in equity and redeemable non-controlling interests in consolidated entities, and cash flows for each of the three years in the period ended December 31, 2010. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined and consolidated financial position of Carlyle Group, as described in Note 1, at December 31, 2010 and 2009, and the combined and consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2010, in conformity with U.S. generally accepted accounting principles.

As discussed in Note 2 to the combined and consolidated financial statements, on January 1, 2010, the Company adopted guidance issued by the Financial Accounting Standards Board related to variable interest entities.

/s/ Ernst & Young LLP

McLean, Virginia
September 6, 2011

Carlyle Group

Combined and Consolidated Balance Sheets

	December 31, 2010	2009
	(Dollars in millions)	
Assets		
Cash and cash equivalents	**$ 616.9**	$ 488.1
Cash and cash equivalents held at Consolidated Funds	**729.5**	52.4
Restricted cash	**16.5**	14.6
Restricted cash and securities of Consolidated Funds	**135.5**	—
Investments and accrued performance fees	**2,594.3**	1,279.2
Investments of Consolidated Funds	**11,864.6**	163.9
Due from affiliates and other receivables, net	**325.8**	433.0
Due from affiliates and other receivables of Consolidated Funds, net	**239.6**	4.9
Fixed assets, net	**39.6**	37.0
Deposits and other	**41.3**	23.7
Intangible assets, net	**448.4**	—
Deferred tax assets	**10.8**	12.8
Total assets	**$ 17,062.8**	$ 2,509.6
Liabilities and equity		
Loans payable	**$ 597.5**	$ 412.2
Subordinated loan payable to affiliate	**494.0**	—
Loans payable of Consolidated Funds	**10,433.5**	—
Accounts payable, accrued expenses and other liabilities	**211.6**	122.7
Accrued compensation and benefits	**520.9**	350.4
Due to Carlyle partners	**948.6**	360.9
Due to affiliates	**23.6**	33.2
Deferred revenue	**202.2**	190.6
Deferred tax liabilities	**0.2**	0.2
Other liabilities of Consolidated Funds	**618.5**	20.8
Accrued giveback obligations	**119.6**	305.0
Total liabilities	**14,170.2**	1,796.0
Commitments and contingencies		
Redeemable non-controlling interests in consolidated entities	**694.0**	—
Members' equity	**929.7**	448.5
Accumulated other comprehensive loss	**(34.5)**	(11.0)
Total members' equity	**895.2**	437.5
Equity appropriated for Consolidated Funds	**938.5**	—
Non-controlling interests in consolidated entities	**364.9**	276.1
Total equity	**2,198.6**	713.6
Total liabilities and equity	**$ 17,062.8**	$ 2,509.6

See accompanying notes.

Carlyle Group

Combined and Consolidated Statements of Operations

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Revenues			
Fund management fees	**$ 770.3**	$ 788.1	$ 811.4
Performance fees			
Realized	**266.4**	11.1	59.3
Unrealized	**1,215.6**	485.6	(944.0)
Total performance fees	**1,482.0**	496.7	(884.7)
Investment income (loss)			
Realized	**11.9**	(5.2)	5.7
Unrealized	**60.7**	10.2	(110.6)
Total investment income (loss)	**72.6**	5.0	(104.9)
Interest and other income	**21.4**	27.3	38.2
Interest and other income of Consolidated Funds	**452.6**	0.7	18.7
Total revenues	**2,798.9**	1,317.8	(121.3)
Expenses			
Compensation and benefits			
Base compensation	**265.2**	264.2	297.2
Performance fee related			
Realized	**46.6**	1.1	23.3
Unrealized	**117.2**	83.1	(223.1)
Total compensation and benefits	**429.0**	348.4	97.4
General, administrative and other expenses	**177.2**	236.6	245.1
Interest	**17.8**	30.6	46.1
Interest and other expenses of Consolidated Funds	**233.3**	0.7	6.8
Loss (gain) from early extinguishment of debt, net of related expenses	**2.5**	(10.7)	—
Equity issued for affiliate debt financing	**214.0**	—	—
Loss on CCC liquidation	**—**	—	147.0
Total expenses	**1,073.8**	605.6	542.4
Other income (loss)			
Net investment gains (losses) of Consolidated Funds	**(245.4)**	(33.8)	162.5
Income (loss) before provision for income taxes	**1,479.7**	678.4	(501.2)
Provision for income taxes	**20.3**	14.8	12.5
Net income (loss)	**1,459.4**	663.6	(513.7)
Net income (loss) attributable to non-controlling interests in consolidated entities	**(66.2)**	(30.5)	94.5
Net income (loss) attributable to Carlyle Group	**$ 1,525.6**	$ 694.1	$ (608.2)

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

Carlyle Group

Combined and Consolidated Statements of Changes in Equity and Redeemable Non-Controlling Interests in Consolidated Entities

	Members' Equity	Accumulated Other Comprehensive Income (Loss)	Equity Appropriated for Consolidated Funds	Non-controlling Interests in Consolidated Entities	Total Equity	Redeemable Non-controlling Interests in Consolidated Entities	Comprehensive Income (Loss)
				(Dollars in millions)			
Equity at December 31, 2007	$ 1,203.7	$ 52.4	$ —	$ 1,103.1	$ 2,359.2	$ —	
Deconsolidation of certain co-investment entities and Hedge Fund	—	—	—	(824.2)	(824.2)	—	
Contributions	347.6	—	—	258.6	606.2	—	
Distributions due to reorganization (non-cash)	(551.2)	(13.8)	—	—	(565.0)	—	
Distributions	(309.1)	—	—	(319.9)	(629.0)	—	
Net income (loss)	(608.2)	—	—	94.5	(513.7)	—	$ (513.7)
Currency translation adjustments	—	(50.9)	—	(9.2)	(60.1)	—	(60.1)
Change in fair value of cash flow hedge instrument	—	(10.9)	—	—	(10.9)	—	(10.9)
Equity at December 31, 2008	82.8	(23.2)	—	302.9	362.5	—	$ (584.7)
Consolidation of a real estate fund	—	—	—	8.7	8.7	—	
Contributions	43.5	—	—	14.0	57.5	—	
Distributions	(371.9)	—	—	(24.4)	(396.3)	—	
Net income (loss)	694.1	—	—	(30.5)	663.6	—	$ 663.6
Currency translation adjustments	—	9.1	—	5.4	14.5	—	14.5
Change in fair value of cash flow hedge instrument	—	3.1	—	—	3.1	—	3.1
Equity at December 31, 2009	448.5	(11.0)	—	276.1	713.6	—	$ 681.2
Adjustment relating to initial consolidation of the CLOs	**—**	**—**	**1,213.3**	**—**	**1,213.3**	**—**	
Acquisition of hedge funds	**—**	**—**	**—**	**—**	**—**	**694.0**	
Equity issued for affiliate debt financing	**214.0**	**—**	**—**	**—**	**214.0**	**—**	
Contributions	**51.7**	**—**	**—**	**53.1**	**104.8**	**—**	
Distributions	**(1,310.1)**	**—**	**—**	**(157.4)**	**(1,467.5)**	**—**	
Net income (loss)	**1,525.6**	**—**	**(256.6)**	**190.4**	**1,459.4**	**—**	**$ 1,459.4**
Currency translation adjustments	**—**	**(22.7)**	**(18.2)**	**2.7**	**(38.2)**	**—**	**(38.2)**
Change in fair value of cash flow hedge instrument	**—**	**(0.8)**	**—**	**—**	**(0.8)**	**—**	**(0.8)**
Equity at December 31, 2010	**$ 929.7**	**$ (34.5)**	**$ 938.5**	**$ 364.9**	**$ 2,198.6**	**$ 694.0**	**$ 1,420.4**

See accompanying notes.

Carlyle Group

Combined and Consolidated Statements of Cash Flows

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Cash flows from operating activities			
Net income (loss)	$ 1,459.4	$ 663.6	$ (513.7)
Adjustments to reconcile net income to net cash flows from operating activities:			
Depreciation and amortization	24.5	28.6	27.1
Amortization of deferred financing fees	1.6	2.8	3.2
Non-cash equity issued for affiliate debt financing	214.0	—	—
Non-cash performance fees	(1,344.4)	(485.6)	962.2
Loss (gain) on early extinguishment of debt	2.5	(10.7)	—
Loss from CCC liquidation	—	—	152.3
Other non-cash amounts included in net income	(25.9)	17.6	(47.5)
Consolidated Funds related:			
Realized/unrealized (gain) loss on investments of Consolidated Funds	(502.0)	30.2	(162.5)
Realized/unrealized loss from loans payable of Consolidated Funds	752.4	—	—
Purchases of investments by Consolidated Funds	(3,254.3)	(0.9)	(3.7)
Proceeds from sale of investments by Consolidated Funds	5,432.6	2.5	503.5
Non-cash interest income, net	(113.7)	—	—
Change in cash and cash equivalents held at Consolidated Funds	149.8	18.9	112.3
Change in other receivables held at Consolidated Funds	(58.5)	—	—
Change in other liabilities held at Consolidated Funds	126.7	—	—
Other assets and liabilities of a consolidated hedge fund	—	—	(276.8)
Investment (income) loss	(69.0)	(0.9)	99.7
Purchases of investments	(114.8)	(24.3)	(172.7)
Proceeds from the sale of investments	41.9	24.8	167.6
Proceeds from sale of trading securities and other	7.9	—	(30.1)
Change in due from affiliates and other receivables	14.5	(11.7)	5.3
Change in deposits and other	(18.7)	(2.1)	6.1
Change in accounts payable, accrued expenses and other liabilities	41.9	12.3	(274.1)
Change in accrued compensation and benefits	121.8	91.7	(344.0)
Change in due to affiliates	(5.9)	17.8	(122.7)
Change in deferred revenue	(7.3)	44.1	(37.2)
Net cash provided by operating activities	2,877.0	418.7	54.3
Cash flows from investing activities			
Change in held-to-maturity investments, net	—	—	21.4
Change in restricted cash	(0.3)	—	(0.8)
Purchases of fixed assets, net	(21.2)	(27.5)	(36.1)
Purchases of intangible assets (management contracts)	(58.5)	—	—
Acquisitions, net of cash acquired	(105.6)	—	—
Net cash used in investing activities	(185.6)	(27.5)	(15.5)
Cash flows from financing activities			
Proceeds from loans payable	994.0	6.7	83.1
Payments on loans payable	(411.9)	(303.6)	(9.1)
Net payment on loans payable of Consolidated Funds	(2,280.5)	—	—
Contributions from members	46.1	43.5	79.0
Distributions to members	(787.8)	(215.6)	(253.9)
Distributions due to reorganization	—	—	(171.5)
Contributions from non-controlling interest holders	48.4	14.0	258.6
Distributions to non-controlling interest holders	(157.4)	(24.4)	(319.9)
Change in due to/from affiliates financing activities	16.4	(105.3)	(133.4)
Change in due to/from affiliates and other receivables of Consolidated Funds	(0.7)	(2.6)	(2.3)
Net cash used in financing activities	(2,533.4)	(587.3)	(469.4)
Effect of foreign exchange rate changes	(29.2)	3.4	(3.6)
Increase (decrease) in cash and cash equivalents	128.8	(192.7)	(434.2)
Cash and cash equivalents, beginning of period	488.1	680.8	1,115.0
Cash and cash equivalents, end of period	$ 616.9	$ 488.1	$ 680.8
Supplemental disclosures			
Cash paid for interest	$ 15.8	$ 27.7	$ 42.7
Cash paid for income taxes	$ 24.0	$ 11.9	$ 17.4
Supplemental non-cash disclosures			
Net assets related to consolidation of the CLOs	$ 1,213.3	$ —	$ —
Net assets related to acquisition of hedge funds	$ 694.0	$ —	$ —
Non-cash contributions from members	$ 5.6	$ —	$ —
Non-cash distributions to members	$ 522.3	$ 156.3	$ 213.4
Non-cash contributions from non-controlling interest holders	$ 4.7	$ 8.7	$ —
Non-cash distributions due to reorganization	$ —	$ —	$ 565.0

See accompanying notes.

Carlyle Group

Notes to the Combined and Consolidated Financial Statements

1. Organization and Basis of Presentation

The Carlyle Group ("Carlyle") is one of the world's largest global alternative asset management firms that originates, structures and acts as lead equity investor in management-led buyouts, strategic minority equity investments, equity private placements, consolidations and buildups, growth capital financings, real estate opportunities, bank loans, high-yield debt, distressed assets, mezzanine debt and other investment opportunities.

The accompanying financial statements combine the accounts of four affiliated entities: TC Group, L.L.C., TC Group Cayman L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P., as well as their majority-owned subsidiaries (collectively "the Company" or "Carlyle Group"), which are under common ownership and control by Carlyle's individual partners, CalPERS, and Mubadala Development Company ("Mubadala"). In addition, certain Carlyle-affiliated funds, related co-investment entities, and certain collateralized loan obligations ("CLOs") managed by the Company (collectively the "Consolidated Funds") have been consolidated in the accompanying financial statements for certain of the periods presented pursuant to U.S. generally accepted accounting principles ("U.S. GAAP") as described in Note 2. This consolidation generally has a gross-up effect on assets, liabilities and cash flows, and has no effect on the net income attributable to Carlyle Group or members' equity. The majority economic ownership interests of the investors in the Consolidated Funds are reflected as non-controlling interests in consolidated entities, equity appropriated for consolidated entities, and redeemable non-controlling interests in consolidated entities in the accompanying combined and consolidated financial statements. As further described in Note 2, the CLOs are consolidated as of January 1, 2010 or the acquisition date for CLOs subsequently acquired (see Note 3 and Note 15) and, accordingly, the accompanying combined and consolidated financial statements do not consolidate the same entities in each year and are, in that regard, not comparable.

The Company provides investment management services to, and has transactions with, various private equity funds, real estate funds, CLOs, hedge funds and other investment products sponsored by the Company for the investment of client assets in the normal course of business. The Company serves as the general partner, investment manager or collateral manager, making day-to-day investment decisions concerning the assets of these products. The Company operates its business through three reportable segments: Corporate Private Equity, Real Assets and Global Market Strategies (see Note 14).

Net income (loss) is determined in accordance with U.S. GAAP for partnerships and is not comparable to net income (loss) of a corporation. All distributions and compensation for services rendered by Carlyle's individual partners have been reflected as distributions from equity rather than compensation expense in the accompanying combined and consolidated financial statements.

Significant Transactions

In August 2010, the Company completed the acquisition of management contracts relating to CLO vehicles previously managed by Stanfield Capital Partners, LLC ("Stanfield").

On December 6, 2010, the Company completed the acquisition of management contracts relating to CLO vehicles previously managed by Mizuho Alternative Investment, LLC ("Mizuho").

On December 16, 2010, the Company issued $500.0 million in subordinated notes and equity interests in the Company to Mubadala for $494.0 million of cash.

On December 31, 2010, the Company completed the acquisition of Claren Road Asset Management, LLC, its subsidiaries, and Claren Road Capital, LLC (collectively, "Claren Road"), a credit hedge fund manager.

2. Summary of Significant Accounting Policies

Principles of Consolidation

In addition to the four affiliated entities described in Note 1, the accompanying combined and consolidated financial statements consolidate: 1) Carlyle-affiliated funds and co-investment entities, for which the Company is the sole general partner and the presumption of control by the general partner has not been overcome and 2) variable interest entities (VIEs), including certain CLOs, for which the Company is deemed to be the primary beneficiary; consolidation of these entities is a requirement under U.S. GAAP. All significant inter-entity transactions and balances have been eliminated.

For entities that are determined to be VIEs, the Company consolidates those entities where it is deemed to be the primary beneficiary. Prior to January 1, 2010, the primary beneficiary of any of our VIEs is the entity that has a variable interest in the VIE, and the obligation to absorb a majority of the expected losses of the VIE or the right to receive a majority of the expected residual returns of the VIE. The Company determines whether it is the primary beneficiary at the time it first becomes involved with a VIE and subsequently reconsiders whether it is the primary beneficiary based on certain events. The evaluation of whether a fund is a VIE and the determination of whether the Company should consolidate such VIE requires judgment. These judgments include whether the equity investment at risk is sufficient to permit the entity to finance its activities without additional subordinated financial support; evaluating whether the equity holders, as a group, can make decisions that have a significant effect on the success of the entity; determining whether two or more parties' equity interests should be aggregated; determining whether the equity investors have proportionate voting rights to their obligations to absorb losses or rights to receive returns from an entity; evaluating the nature of relationships and activities of the parties involved in determining which party within a related-party group is most closely associated with a VIE; and estimating cash flows in evaluating which member within the equity group absorbs a majority of the expected losses and hence, would be deemed the primary beneficiary.

Pursuant to revised consolidation rules that became effective January 1, 2010, an entity is determined to be the primary beneficiary if it holds a controlling financial interest. A controlling financial interest is defined as (a) the power to direct the activities of a VIE that most significantly impact the entity's business and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. The revised consolidation rules require an analysis to (a) determine whether an entity in which the Company holds a variable interest is a VIE and (b) whether the Company's involvement, through holding interests directly or indirectly in the entity or contractually through other variable interests (e.g., management and performance related fees), would give it a controlling financial interest. In evaluating whether the Company is the primary beneficiary, the Company evaluates its economic interests in the entity held either directly or indirectly by the Company. The consolidation analysis is performed qualitatively. This analysis, which requires judgment, will be performed at each reporting date.

In February 2010, Accounting Standards Update (ASU) No. 2010-10, "Amendments for Certain Investment Funds," was issued. This ASU defers the application of the revised consolidation rules for a reporting enterprise's interest in an entity if certain conditions are met, including the entity has the attributes of an investment company and is not a securitization or asset-backed financing entity.

An entity that qualifies for the deferral will continue to be assessed for consolidation under the overall guidance on VIEs, before its amendment, and other applicable consolidation guidance.

Beginning January 1, 2010, the Company was required to consolidate 16 CLOs, which are investment vehicles created for the sole purpose of issuing collateralized loan instruments. Upon consolidation, the Company elected the fair value option for eligible financial assets and liabilities to mitigate accounting mismatches between the carrying value of the assets and liabilities. Upon adoption of the provisions of the revised consolidation guidance, the Company recorded a cumulative effect adjustment to equity appropriated for consolidated funds of $0.7 billion.

As of December 31, 2010, assets and liabilities of consolidated VIEs reflected in the combined and consolidated balance sheets were $12.0 billion and $11.0 billion, respectively. Other than the assets of the VIEs which are consolidated, the consolidated VIEs' liabilities do not have recourse to the Company. The assets and liabilities of the consolidated VIEs are comprised primarily of investments and loans payable, respectively.

The loans payable issued by the CLOs are backed by diversified collateral asset portfolios consisting primarily of loans or structured debt. In exchange for managing the collateral for the CLOs, the Company earns investment management fees, including in some cases subordinated management fees and contingent incentive fees. In cases where the Company consolidates the CLOs, those management fees have been eliminated as intercompany transactions. At December 31, 2010, the Company held $50.6 million of investments in these CLOs, which represents its maximum risk of loss. The Company's investments in these CLOs are generally subordinated to other interests in the entities and entitles the Company to receive a pro rata portion of the residual cash flows, if any, from the entities. Investors in the CLOs have no recourse against the Company for any losses sustained in the CLO structure.

For all Carlyle-affiliated funds and co-investment entities (collectively "the Funds") that are not determined to be VIEs, the Company consolidates those funds where, as the sole general partner, it has not overcome the presumption of control pursuant to U.S. GAAP. Most Carlyle funds provide a dissolution right upon a simple majority vote of the non-Carlyle affiliated limited partners such that the presumption of control by Carlyle is overcome. Accordingly, these funds are not consolidated in the Company's combined and consolidated financial statements.

Basis of Accounting

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

All of the investments held and notes issued by the Consolidated Funds are presented at estimated fair value in the Company's combined and consolidated balance sheets. Interest income and other income of the Consolidated Funds is included in interest and other income of Consolidated Funds and interest expense and other expenses of the Consolidated Funds is included in interest and other expenses of Consolidated Funds in the Company's combined and consolidated statements of operations. The surplus of the CLO assets over the CLO liabilities upon consolidation is reflected in the Company's combined and consolidated balance sheets as equity appropriated for

Consolidated Funds. Net income attributable to the investors in the CLOs is included in net income (loss) attributable to non-controlling interests in consolidated entities in the combined and consolidated statements of operations and equity appropriated for Consolidated Funds in the combined and consolidated balance sheets.

Use of Estimates

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

Business Combinations

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

Revenue Recognition

Fund Management Fees

The Company provides management services to funds in which it holds a general partner interest or has a management agreement. For corporate private equity, real assets and certain global market strategies funds, management fees are calculated based on (a) limited partners' capital commitments to the funds, (b) limited partners' remaining capital invested in the funds at cost or (c) the net asset value ("NAV") of certain of the funds, less offsets for the non-affiliated limited partners' share of transaction advisory and portfolio fees earned, as defined in the respective partnership agreements. Management fees for corporate private equity, real assets funds and closed-end carry funds in the global market strategies segment generally range from 1% to 2% of commitments during the investment period of the relevant fund. Following the expiration or termination of the investment period of such funds, the management fees generally step-down to between 0.6% and 2.0% of contributions for unrealized investments. The Company will receive management fees for corporate private equity and real assets funds during a specified period of time, which is generally ten years from the initial closing date, or in some instances, from the final closing date, but such termination date may be earlier in certain limited circumstances or later if extended for successive one-year periods, typically up to a maximum of two years. Depending upon the contracted terms of investment advisory or investment management and related agreements, these fees are called semi-annually in advance and are recognized as earned over the subsequent six month period. For certain global market strategies funds, management fees are calculated based on assets under management of the funds with generally lower fee rates. Hedge funds generally pay

management fees quarterly that range from 1.5% to 2.0% of NAV per year. Management fees for the CLOs typically range from 0.4% to 0.5% on the total par amount of assets in the fund and are due quarterly or semi-annually based on the terms and recognized over the respective period. Management fees for the CLOs and credit opportunities funds are governed by indentures and collateral management agreements. The Company will receive management fees for the CLOs until redemption of the securities issued by the CLOs, which is generally five to ten years after issuance. Open-ended funds typically do not have stated termination dates. The Company also provides transaction advisory and portfolio advisory services to the Portfolio Companies and, where covered by separate contractual agreements, recognizes fees for these services when the service has been provided and collection is reasonably assured. Fund management fees includes transaction and portfolio advisory fees of $50.0 million, $32.9 million and $44.0 million for 2010, 2009 and 2008, respectively, net of any offsets as defined in the respective partnership agreements.

Performance Fees

Performance fees consist principally of the allocation of profits from certain of its funds to which the Company is entitled (commonly known as carried interest). The Company is generally entitled to a 20% allocation of income as a carried interest after returning the invested capital, the allocation of preferred returns and return of certain fund costs (subject to catch-up provisions) from its corporate private equity and real assets funds. Carried interest is recognized upon appreciation of the funds' investment values above certain return hurdles set forth in each respective partnership agreement. The Company recognizes revenues attributable to performance fees based upon the amount that would be due pursuant to the fund partnership agreement at each period end as if the funds were terminated at that date.

Accordingly, the amount recognized as unrealized performance fees reflects the Company's share of the gains and losses of the associated funds' underlying investments measured at their current fair values.

Carried interest is realized when an underlying investment is profitably disposed of and the fund's cumulative returns are in excess of the preferred return. Realized carried interests may be required to be returned by the Company in future periods if the funds' investment values decline below certain levels. When the fair value of a fund's investments falls below certain return hurdles, previously recognized performance fees are reversed. In all cases, each fund is considered separately in this regard, and for a given fund, performance fees can never be negative over the life of a fund. If upon a hypothetical liquidation of a fund's investments at their then current fair values, previously recognized and distributed carried interest would be required to be returned, a liability is established for the potential giveback obligation. As of December 31, 2010 and 2009, the Company has accrued $119.6 million and $305.0 million, respectively, for giveback obligations.

In addition to its performance fees from its corporate private equity and real assets funds, the Company is also entitled to receive performance fees from certain of its global market strategies funds when the return on assets under management exceeds certain benchmark returns or other performance targets. In such arrangements, performance fees are recognized when the performance benchmark has been achieved, and are included in performance fees in the accompanying combined and consolidated statements of operations.

Investment Income (Loss)

Investment income (loss) represents the unrealized and realized gains and losses resulting from the Company's equity method investments and other principal investments. Investment income (loss) is realized when the Company redeems all or a portion of its investment or when the

Company receives cash income, such as dividends or distributions. Unrealized investment income (loss) results from changes in the fair value of the underlying investment as well as the reversal of unrealized gain (loss) at the time an investment is realized.

Interest Income

Interest income is recognized when earned. Interest income earned by the Company was $12.8 million, $11.5 million, and $24.7 million for the years ended December 31, 2010, 2009 and 2008, respectively, and is included in interest and other income. Interest income of the Consolidated Funds was $435.5 million, $0.1 million and $12.8 million for the years ended December 31, 2010, 2009 and 2008, respectively, and is included in interest and other income of Consolidated Funds in the accompanying combined and consolidated statements of operations.

Compensation and Benefits — Base Compensation

Compensation includes salaries, bonuses (discretionary awards and guaranteed amounts) and performance payment arrangements. Bonuses are accrued over the service period to which they relate. All payments made to Carlyle partners are accounted for as partnership distributions rather than as employee compensation.

Compensation and Benefits — Performance Fee Related

A portion of the performance fees earned is due to employees and advisors of the Company. These amounts are accounted for as compensation expense in conjunction with the recognition of the related performance fee revenue and, until paid, are recognized as a component of the accrued compensation and benefits liability. Accordingly, upon any reversal of performance fee revenue, the related compensation expense is also reversed. The Company recorded $163.8 million of expense related to these arrangements in 2010, recorded $84.2 million of expense in 2009, and reversed $199.8 million of expense in 2008. The Company had a liability of $305.8 million and $192.9 million in accrued compensation related to the portion of accrued performance fees due to employees and advisors as of December 31, 2010 and 2009, respectively.

Income Taxes

No provision has been made for U.S. federal income taxes in the accompanying combined and consolidated financial statements since the Company is a group of pass-through entities for U.S. income tax purposes and its profits and losses are allocated to the partners who are individually responsible for reporting such amounts. Based on applicable foreign, state and local tax laws, the Company records a provision for income taxes for certain entities. Tax positions taken by the Company are subject to periodic audit by U.S. federal, state, local and foreign taxing authorities.

The Company uses the liability method of accounting for deferred income taxes pursuant to U.S. GAAP. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the carrying value of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using the statutory tax rates expected to be applied in the periods in which those temporary differences are settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period of the change. A valuation allowance is recorded on the Company's net deferred tax assets when it is more likely than not that such assets will not be realized.

The Company analyzes its tax filing positions in all of the U.S. federal, state, local and foreign tax jurisdictions where it is required to file income tax returns, as well as for all open tax years in

these jurisdictions. If, based on this analysis, the Company determines that uncertainties in tax positions exist, a liability is established. The Company recognizes accrued interest and penalties related to uncertain tax positions in provision for income taxes within the combined and consolidated statements of operations.

Non-controlling Interests in Consolidated Entities

Non-controlling interests in consolidated entities represent the component of equity in consolidated entities held by third-party investors. These interests are adjusted for general partner allocations and by subscriptions and redemptions in hedge funds which occur during the reporting period. Non-controlling interests related to hedge funds are subject to quarterly or monthly redemption by investors in these funds following the expiration of a specified period of time (typically one year), or may be withdrawn subject to a redemption fee in the hedge funds during the period when capital may not be withdrawn. As limited partners in these types of funds have been granted redemption rights, amounts relating to third-party interests in such consolidated funds are presented as redeemable non-controlling interests in consolidated entities within the combined and consolidated balance sheets. When redeemable amounts become legally payable to investors, they are classified as a liability and included in other liabilities of Consolidated Funds in the combined and consolidated balance sheets.

Investments

Investments include (i) the Company's ownership interests (typically general partner interests) in the Funds, (ii) the investments held by the Consolidated Funds (all of which are presented at fair value in the Company's combined and consolidated financial statements) and (iii) certain credit-oriented investments. The valuation procedures utilized for investments of the Funds vary depending on the nature of the investment. The fair value of investments in publicly-traded securities is based on the closing price of the security with adjustments to reflect appropriate discounts if the securities are subject to restrictions. Upon the sale of a security, the realized net gain or loss is computed on a weighted average cost basis, with the exception of the CLOs, which compute the realized net gain or loss on a first in, first out basis.

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

When valuing private securities or assets without readily determinable market prices, the Company gives consideration to operating results, financial condition, economic and/or market events, recent sales prices and other pertinent information. These valuation procedures may vary by investment but include such techniques as comparable public market valuation, comparable acquisition valuation and discounted cash flow analysis. Because of the inherent uncertainty, these estimated values may differ significantly from the values that would have been used had a ready market for the investments existed, and it is reasonably possible that the difference could be material. Furthermore, there is no assurance that, upon liquidation, the Company will realize the values presented herein.

Securities transactions are recorded on a trade date basis.

Equity-Method Investments

The Company accounts for all investments in the unconsolidated funds in which it has significant influence using the equity method of accounting. The carrying value of equity-method investments is determined based on amounts invested by the Company, adjusted for the equity in earnings or losses of the Funds allocated based on the respective fund partnership agreement, less distributions received. The Company evaluates its equity-method investments for impairment whenever events or changes in circumstances indicate that the carrying amounts of such investments may not be recoverable.

Cash and Cash Equivalents

Cash and cash equivalents include cash held at banks, cash received by the Company from investors for investments not yet purchased at period-end and cash held for distributions, including temporary investments with original maturities of less than three months when purchased. Included in cash and cash equivalents is cash held from carried interest distributions for potential giveback obligations of $51.8 million and $59.6 million at December 31, 2010 and 2009, respectively.

Cash and Cash Equivalents Held at Consolidated Funds

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

Restricted Cash

In addition to the unrestricted cash held for potential giveback obligations discussed above, the Company is required to withhold a certain portion of the carried interest proceeds from one of its corporate private equity funds to provide a reserve for potential giveback obligations. In connection with this agreement, cash and cash equivalents of $14.9 million and $14.6 million are included in restricted cash at December 31, 2010 and 2009, respectively.

Restricted Cash and Securities of Consolidated Funds

Certain CLOs receive cash from various counterparties to satisfy collateral requirements on derivative transactions. Cash received to satisfy these collateral requirements of $34.8 million is included in restricted cash and securities of Consolidated Funds at December 31, 2010.

Certain CLOs hold U.S. Treasury notes, Obligation Assimilable du Tresor Securities (“OATS”) Strips, French government securities, guaranteed investment contracts and other highly liquid asset-backed securities as collateral for specific classes of loans payable in the CLOs. As of December 31, 2010, securities of $100.7 million are included in restricted cash and securities of Consolidated Funds.

Derivative Instruments

Derivative instruments are recognized at fair value in the combined and consolidated balance sheets with changes in fair value recognized in the combined and consolidated statements of operations for all derivatives not designated as hedging instruments. For all derivatives where hedge accounting is applied, effectiveness testing and other procedures to assess the ongoing validity of the hedges are performed at least quarterly. For instruments designated as cash flow hedges, the Company records changes in the estimated fair value of the derivative, to the extent that the hedging relationship is effective, in other comprehensive income (loss). If the hedging relationship

for a derivative is determined to be ineffective, due to changes in the hedging instrument or the hedged items, the fair value of the portion of the hedging relationship determined to be ineffective will be recognized as a gain or loss in the combined and consolidated statements of operations.

Fixed Assets

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

Intangible Assets

The Company's intangible assets consist of acquired contractual rights to earn future fee income, including management and advisory fees, and acquired trademarks. Finite-lived intangible assets are amortized over their estimated useful lives, which range from three to ten years, and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. The Company has no indefinite-lived intangible assets as of December 31, 2010.

Due to Carlyle Partners

The Company recognizes a distribution from capital and distribution payable to the individual Carlyle partners when services are rendered and carried interest allocations are earned. Also included are certain amounts due to partners related to the acquisition of Claren Road (see Note 3). Any unpaid distributions, which reflect the Company's obligation to those partners, are presented as due to Carlyle partners in the accompanying combined and consolidated balance sheets.

Deferred Revenue

Deferred revenue represents management fees and other revenue received prior to the balance sheet date, which have not yet been earned.

Comprehensive Income

Comprehensive income consists of net income and other comprehensive income. The Company's other comprehensive income is comprised of unrealized gains and losses on cash flow hedges and foreign currency translation adjustments.

Foreign Currency Translation

Non-U.S. dollar denominated assets and liabilities are translated at period-end rates of exchange, and the combined and consolidated statements of operations are translated at rates of exchange in effect throughout the period. Foreign currency gains (losses) resulting from transactions outside of the functional currency of an entity of $25.9 million, $(8.5) million and $10.2 million for the years ended December 31, 2010, 2009, and 2008, respectively, are included in general, administrative and other expenses in the combined and consolidated statements of operations.

Recent Accounting Pronouncements

Effective January 1, 2010, the Financial Accounting Standards Board (FASB) amended its consolidation guidance, changing the approaches taken by companies in identifying which entities are VIEs and in determining which party is the primary beneficiary. The amended guidance also requires continuous assessment of the reporting entity's involvement with such VIEs and enhances the disclosure requirements for a reporting entity's involvement with VIEs. The amended guidance provides a limited scope deferral for a reporting entity's interest in an entity that meets all of the following conditions: (a) the entity has all the attributes of an investment company as defined under AICPA Audit and Accounting Guide, Investment Companies, or does not have all the attributes of an investment company but is an entity for which it is acceptable based on industry practice to apply measurement principles that are consistent with the AICPA Audit and Accounting Guide, Investment Companies, (b) the reporting entity does not have explicit or implicit obligations to fund any losses of the entity that could potentially be significant to the entity, and (c) the entity is not a securitization entity, asset-backed financing entity or an entity that was formerly considered a qualifying special-purpose entity. The reporting entity is required to perform a consolidation analysis for entities that qualify for the deferral in accordance with previously issued guidance on variable interest entities. The Company's involvement with its funds is such that all three of the above conditions are met with the exception of certain CLOs which fail condition (c) above. The incremental impact of the revised consolidation rules resulted in the consolidation of certain CLOs managed by the Company. The CLOs manage approximately $11.9 billion of total assets as of December 31, 2010. The incremental impact of the revised consolidation guidance resulted in the consolidation of CLOs managed by the Company on January 1, 2010 which increased total assets and total liabilities in the combined and consolidated balance sheets by $9.1 billion and $8.4 billion, respectively. The difference in fair value of assets and liabilities on January 1, 2010 of $0.7 billion was recorded in equity appropriated for consolidated funds as discussed above. In accordance with the standard, prior periods have not been restated to reflect the consolidation of these CLOs.

In January 2010, the FASB issued guidance on improving disclosures about fair value measurements. The guidance requires additional disclosure on transfers in and out of Levels I and II fair value measurements in the fair value hierarchy and the reasons for such transfers. In addition, for fair value measurements using significant unobservable inputs (Level III), the reconciliation of beginning and ending balances shall be presented on a gross basis, with separate disclosure of gross purchases, sales, issuances and settlements and transfers in and transfers out of Level III. The new guidance also requires enhanced disclosures on the fair value hierarchy to disaggregate disclosures by each class of assets and liabilities. In addition, an entity is required to provide further disclosures on valuation techniques and inputs used to measure fair value for fair value measurements that fall in either Level II or Level III. The accompanying financial statements reflect these disclosure requirements. As the guidance is limited to enhanced disclosures, adoption did not have a material impact on the Company's combined and consolidated financial statements.

In May 2011, the FASB amended its guidance for fair value measurements and disclosures to converge U.S. GAAP and International Financial Reporting Standards ("IFRS"). The amended guidance, included in ASU 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP," is effective for the Company for its annual reporting period beginning after December 15, 2011. The amended guidance is generally clarifying in nature, but does change certain existing measurement principals in ASC 820 and requires additional disclosure about fair value measurements and unobservable inputs. We have not completed our assessment of the impact of this amended guidance, but do not expect the adoption to have a material impact on the Company's financial statements.

3. Acquisitions and Acquired Intangible Assets

Acquisition of Claren Road Asset Management

On December 31, 2010, the Company acquired 55% of Claren Road. The acquisition expands the credit product offerings within the Company's global market strategies business. The purchase consideration was comprised of $157.8 million in cash and promissory notes in the amount of $97.5 million. Also included in the consideration were contingently issuable equity interests in the Company equivalent to $51.3 million as of the closing date. The contingently issuable equity interests are subject to annual performance conditions over a period of four years and, once issued, may be redeemed for cash under certain circumstances. The contingently issuable equity interests have been accounted for as contingent consideration pursuant to ASC 805, *Business Combinations.* Assuming that all annual performance conditions are met, the amount of equity interests that could be issued would have a maximum aggregate value of $61.6 million and a minimum aggregate value of $41.0 million. Also, the Company may pay additional contingent consideration up to $255.2 million, which represents management's estimate of the maximum amount of consideration to be paid, over a period of ten years based on the achievement of certain performance criteria, including AUM growth and certain service requirements. The 45% interest entitles the holders, while employed by Claren Road, to 45% of the net cash flow profits from Claren Road and a separation payment once they cease employment. The 45% interest is accounted for as a compensatory award. In connection with this transaction, the Company incurred approximately $2.9 million of acquisition costs that were recorded as an expense for the year ended December 31, 2010.

The Company consolidates the financial position and results of operations of Claren Road effective December 31, 2010, and has accounted for this transaction as a business combination in the accompanying combined and consolidated financial statements. The Company also consolidates two Claren Road-managed hedge funds effective December 31, 2010.

The acquisition-date fair value of the consideration transferred totaled $447.6 million, which consisted of the following (Dollars in millions):

Cash	$ 157.8
Promissory notes	97.5
Contingently issuable equity interest in the Company	51.3
Contingent and other consideration	141.0
Total	$ 447.6

The fair value of the equity interests in the Company was based on an enterprise valuation of the Company. The fair value of the contingent consideration was based on probability-weighted discounted cash flow models. The fair value measurements are based on significant inputs not observable in the market and thus represent Level III measurements as defined in the accounting guidance for fair value measurement. At December 31, 2010, the fair value of the contingently issuable equity interests of $51.3 million and the fair value of the contingent consideration payable to the Claren Road sellers who are now partners of the Company of $122.7 million have been recorded as due to Carlyle partners in the accompanying combined and consolidated financial statements. The fair value of the contingent consideration payable to non-Carlyle partners of $18.3 million is included in accounts payable, accrued expenses and other liabilities in the accompanying combined and consolidated financial statements.

The following table summarizes the estimated fair values of the assets acquired, liabilities assumed and non-controlling interests at the acquisition date (Dollars in millions):

Receivables and other current assets	$ 112.4
Net fixed assets and other noncurrent assets	2.3
Finite-lived intangible assets — contractual rights	389.6
Finite-lived intangible assets — trademarks	4.0
Assets of Consolidated Funds	767.9
Total identifiable assets acquired	1,276.2
Other liabilities	(65.1)
Liabilities of Consolidated Funds	(69.5)
Redeemable non-controlling interests in consolidated entities	(694.0)
Net assets acquired	$ 447.6

The acquisition of Claren Road closed on December 31, 2010 and accordingly the Company's combined and consolidated balance sheets reflect the acquisition as of December 31, 2010, but the results of Claren Road's operations are not included in the combined and consolidated statements of operations. Supplemental information on an unaudited pro forma basis, as if the Claren Road acquisition had been consummated as of January 1, 2010 and January 1, 2009, respectively, is as follows:

	Year Ended December 31,	
	2010	2009
	(Dollars in millions)	
Total revenues	**$ 2,914.8**	$ 1,489.1
Net income attributable to Carlyle Group	**$ 1,514.9**	$ 742.2

The unaudited pro forma supplemental information is based on estimates and assumptions, which management believes are reasonable. It is not necessarily indicative of the Company's combined and consolidated financial condition or results of operations in future periods or the results that actually would have been realized had the Company and Claren Road been a combined entity during the periods presented.

Acquisition of CLO Management Contracts

In August 2010, the Company purchased CLO management contracts from Stanfield for consideration of $50.6 million. In December 2010, the Company purchased CLO management contracts from Mizuho for consideration of $12.2 million. The acquired contractual rights are finite-lived intangible assets. Pursuant to the accounting guidance for consolidation, these CLOs are required to be consolidated and the results of the acquired CLOs have been included in the combined and consolidated statements of operations since their acquisition in August 2010 and December 2010, respectively. Both transactions were accounted for as asset acquisitions.

Intangible Assets

In conjunction with the acquisition of Claren Road on December 31, 2010, the Company recognized $393.6 million of intangible assets consisting of $389.6 million and $4.0 million related to acquired contractual rights associated with the management contracts and trademarks, respectively. The estimated useful lives of the acquired contractual rights and trademarks are ten years.

The estimated useful lives of the CLO management contracts range from three to six years. At December 31, 2010, the gross amount of intangible assets recognized as a result of these transactions was $58.5 million, net of $3.7 million of accumulated amortization.

Intangible asset amortization expense was $3.7 million for the year ended December 31, 2010 and is included in general, administrative, and other expenses in the combined and consolidated statements of operations.

The following table summarizes the estimated amortization expense for 2011 through 2015 and thereafter (Dollars in millions):

2011	$ 50.5
2012	50.5
2013	50.5
2014	50.1
2015	47.6
Thereafter	199.2
	$ 448.4

4. Fair Value Measurement

The fair value measurement accounting guidance establishes a hierarchal disclosure framework which ranks the observability of market price inputs used in measuring financial instruments at fair value. The observability of inputs is impacted by a number of factors, including the type of financial instrument, the characteristics specific to the financial instrument and the state of the marketplace, including the existence and transparency of transactions between market participants. Financial instruments with readily available quoted prices, or for which fair value can be measured from quoted prices in active markets, will generally have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value.

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

Level I — inputs to the valuation methodology are quoted prices available in active markets for identical instruments as of the reporting date. The type of financial instruments included in Level I include unrestricted securities, including equities and derivatives, listed in active markets. The Company does not adjust the quoted price for these instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.

Level II — inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date. The type of financial instruments in this category includes less liquid and restricted securities listed in active markets, securities traded in other than active markets, government and agency securities, and certain over-the-counter derivatives where the fair value is based on observable inputs.

Level III — inputs to the valuation methodology are unobservable and significant to overall fair value measurement. The inputs into the determination of fair value require significant management judgment or estimation. Financial instruments that are included in this category include investments in privately-held entities, non-investment grade residual interests in securitizations, collateralized loan obligations, and certain over-the-counter derivatives where the fair value is based on unobservable inputs.

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

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

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

Corporate Private Equity Investments — The fair values of corporate private equity investments are determined by reference to projected net earnings, earnings before interest, taxes, depreciation and amortization ("EBITDA"), the discounted cash flow method, public market or private transactions, valuations for comparable companies and other measures which, in many cases, are unaudited at the time received. Valuations may be derived by reference to observable valuation measures for comparable companies or transactions (e.g., multiplying a key performance metric of the investee company such as EBITDA by a relevant valuation multiple observed in the range of comparable companies or transactions), adjusted by management for differences between the investment and the referenced comparables, and in some instances by reference to option pricing models or other similar models. Certain fund investments in our real assets and global market strategies segments are comparable to corporate private equity and are valued in accordance with these policies.

Real Estate Investments — The fair values of real estate investments are determined by considering projected operating cash flows, sales of comparable assets, if any, and replacement costs, among other measures. The methods used to estimate the fair value of real estate investments include the discounted cash flow method and/or capitalization rates ("cap rates") analysis. Valuations may be derived by reference to observable valuation measures for comparable assets (e.g., multiplying a key performance metric of the investee asset, such as net operating income, by a relevant cap rate observed in the range of comparable transactions), adjusted by management for differences between the investment and the referenced comparables, and in some instances by reference to pricing models or other similar methods. Additionally, where applicable, projected distributable cash flow through debt maturity will also be considered in support of the investment's carrying value.

Credit-Oriented Investments — The fair values of credit-oriented investments are generally determined on the basis of prices between market participants provided by reputable dealers or pricing services. Specifically, for investments in distressed debt and corporate loans and bonds, the fair values are generally determined by valuations of comparable investments. In some

instances, the Company may utilize other valuation techniques, including the discounted cash flow method.

CLO Investments and CLO Loans Payable — The Company has elected the fair value option to measure the loans payable of the CLOs at fair value subsequent to the date of initial adoption of the new consolidation rules, as the Company has determined that measurement of the loans payable and preferred shares issued by the CLOs at fair value better correlates with the value of the assets held by the CLOs, which are held to provide the cash flows for the note obligations. The investments of the CLOs are also carried at fair value.

The fair value of the CLO assets was based on quotations from reputable dealers or relevant pricing services. In situations where valuation quotations are unavailable, the assets are valued based on similar securities, market index changes, and other factors. The Company corroborates quotations from pricing services either with other available pricing data or with its own models. The fair value of the CLO loans payable was determined based on both discounted cash flow analyses and third-party quotes. Those analyses considered the position size, liquidity, current financial condition of the CLOs, the third-party financing environment, reinvestment rates, recovery lags, discount rates, and default forecasts and is compared to broker quotations from market makers and third party dealers.

Generally, the bonds and loans in the CLOs are not actively traded and are classified as Level III.

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of December 31, 2010:

	Level I	Level II	Level III	Total
		(Dollars in millions)		
Assets				
Investments of Consolidated Funds:				
Equity securities	**$ 9.5**	**$ 166.0**	**$ 36.8**	**$ 212.3**
Bonds	**—**	**—**	**460.3**	**460.3**
Loans	**—**	**—**	**10,433.5**	**10,433.5**
Partnership and LLC interests	**—**	**5.7**	**14.8**	**20.5**
Hedge funds	**—**	**698.5**	—	**698.5**
Other	**—**	**5.6**	**33.9**	**39.5**
	9.5	**875.8**	**10,979.3**	**11,864.6**
Trading securities and other	—	—	**21.8**	**21.8**
Restricted securities of Consolidated Funds	**100.7**	**—**	—	**100.7**
Total	**$ 110.2**	**$ 875.8**	**$ 11,001.1**	**$ 11,987.1**
Liabilities				
Loans payable of the CLOs	**$ —**	**$ —**	**$ 10,418.5**	**$ 10,418.5**
Interest rate swap	**—**	**8.5**	—	**8.5**
Derivative instruments of the CLOs	**—**	**—**	**1.9**	**1.9**
Subordinated loan payable to affiliate	**—**	**—**	**494.0**	**494.0**
Earnouts(1)	**—**	**—**	**43.7**	**43.7**
Contingent equity(1)	**—**	**—**	**51.3**	**51.3**
Total	**$ —**	**$ 8.5**	**$ 11,009.4**	**$ 11,017.9**

(1) Related to acquisition of Claren Road (see Note 3)

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of December 31, 2009:

	Level I	Level II	Level III	Total
		(Dollars in millions)		
Assets				
Investments of Consolidated Funds:				
Equity securities	$ —	$ —	$ 98.9	$ 98.9
Partnership and LLC interests	—	—	50.5	50.5
Other	—	—	14.5	14.5
	—	—	163.9	163.9
Trading securities and other	—	—	43.9	43.9
Total	$ —	$ —	$ 207.8	$ 207.8
Liabilities				
Interest rate swap	$ —	$ 7.8	$ —	$ 7.8
Total	$ —	$ 7.8	$ —	$ 7.8

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

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

	Financial Assets							
	Year Ended December 31, 2010						Year Ended December 31, 2009	
	Investments of Consolidated Funds							
	Equity Securities	Bonds	Loans	Partnership and LLC Interests	Other	Trading Securities and Other	Investments of Consolidated Funds	Trading Securities and Other
Balance, beginning of period	$ 98.9	$ —	$ —	$ 50.5	$ 14.5	$ 43.9	$ 187.0	$ 46.2
Adjustment relating to initial consolidation of the CLOs(1)	25.5	592.0	12,282.4	—	113.4	(24.2)	—	—
Transfers out(2)	(208.1)	—	—	(10.6)	(10.5)	—	—	—
Purchases	4.6	165.7	3,080.0	6.9	—	—	9.6	—
Sales	(34.1)	(319.1)	(4,886.7)	(10.5)	(22.3)	—	(2.5)	—
Realized and unrealized gains (losses), net	150.0	21.7	(42.2)	(21.5)	(61.2)	2.1	(30.2)	(2.3)
Balance, end of period	$ 36.8	$ 460.3	$ 10,433.5	$ 14.8	$ 33.9	$ 21.8	$ 163.9	$ 43.9
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	$ 13.5	$ 35.7	$ 230.9	$ (19.1)	$ (14.3)	$ (0.7)	$ (12.1)	$ (2.3)

(1) Beginning January 1, 2010, the Company consolidated the CLOs (excluding certain CLOs that were consolidated beginning in August 2010 and December 2010 upon their acquisition). The Company's investment in these CLOs of $24.2 million has been eliminated in the combined and consolidated balance sheets on January 1, 2010.

(2) Transfers out of Level III financial assets were due to changes in the observability of market inputs used in the valuation of such assets. Transfers are measured as of the beginning of the quarter in which the transfer occurs.

	Financial Liabilities Year Ended December 31, 2010				
	Loans Payable of the CLOs	Derivative Instruments of the CLOs	Subordinated Loan Payable to Affiliate	Earnouts	Contingent Equity
Balance, beginning of period	$ —	$ —	$ —	$ —	$ —
Adjustment relating to initial consolidation of the CLOs	12,410.5	—	—	—	—
Borrowings	2.8	—	—	—	—
Paydowns	(2,275.2)	(0.1)	—	—	—
Issuances	—	—	494.0	43.7	51.3
Realized and unrealized losses, net	280.4	2.0	—	—	—
Balance, end of period	$ 10,418.5	$ 1.9	$ 494.0	$ 43.7	$ 51.3
Changes in unrealized losses (gains) included in earnings related to financial liabilities still held at the reporting date	$ 579.6	$ (2.5)	$ —	$ —	$ —

Total realized and unrealized gains and losses included in earnings for Level III investments for trading securities are included in investment income, and such gains and losses for investments of Consolidated Funds and loans payable of the CLOs are included in net investment losses of Consolidated Funds in the combined and consolidated statements of operations.

5. Investments

Investments and Accrued Performance Fees

Investments consist of the following:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Accrued performance fees	**$ 2,216.6**	$ 999.5
Equity method investments, excluding accrued performance fees	**355.9**	235.8
Trading securities and other, at fair value	**21.8**	43.9
Total investments	**$ 2,594.3**	$ 1,279.2

Performance Fees

The components of accrued performance fees are as follows:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Corporate Private Equity	**$ 1,823.8**	$ 880.6
Real Assets	**208.3**	117.2
Global Market Strategies	**184.5**	1.7
Total	**$ 2,216.6**	$ 999.5

Accrued performance fees are shown gross of the Company's accrued giveback obligations, which are separately presented in the combined and consolidated balance sheets. The components of the accrued giveback obligations are as follows:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Corporate Private Equity	**$ (70.2)**	$ (263.4)
Real Assets	**(48.2)**	(37.6)
Global Market Strategies	**(1.2)**	(4.0)
Total	**$ (119.6)**	$ (305.0)

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

	Year Ended December 31,		
	2010	2009	2008
		(Dollars in millions)	
Corporate Private Equity	**$ 1,259.0**	$ 499.3	$ (732.3)
Real Assets	**78.4**	(5.7)	(154.7)
Global Market Strategies	**144.6**	3.1	2.3
Total	**$ 1,482.0**	$ 496.7	$ (884.7)

As a result of consolidation of certain Carlyle-affiliated funds as described in Note 2, $2.8 million, $(6.7) million and $36.1 million of performance fee income in 2010, 2009 and 2008, respectively, were not classified as revenue and are instead reflected as a component of net

investment gains (losses) of Consolidated Funds in the accompanying combined and consolidated statements of operations.

Approximately 31% and 79% of accrued performance fees at December 31, 2010 and 2009, respectively, are related to an investment in China Pacific Insurance (Group) Co. Ltd., a publicly-traded company, by CAP I, a corporate private equity fund, and related external co-investment vehicles. Performance fees from this investment for the years ended December 31, 2010, 2009 and 2008 were gains of $9.7 million, gains of $525.5 million and losses of $391.4 million, or approximately 1%, 106% and 44%, respectively, of total performance fees for the years ended December 31, 2010, 2009 and 2008, respectively.

Approximately 29% of accrued performance fees at December 31, 2010 are related to CP IV, one of the Company's corporate private equity funds. Performance fees from this fund for the year ended December 31, 2010 were gains of $668.7 million, or approximately 45%, of total performance fees for the year ended December 31, 2010. Total revenue recognized from CP IV was $725.6 million, or 26% of total revenue, for the year ended December 31, 2010.

Equity-Method Investments

The Company holds investments in its unconsolidated funds, typically as general partner interests, which are accounted for under the equity method. Investments are related to the following segments:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Corporate Private Equity	**$ 228.9**	$ 130.0
Real Assets	**117.5**	103.9
Global Market Strategies	**9.5**	1.9
Total	**$ 355.9**	$ 235.8

The Company's equity method investments include its fund investments in Corporate Private Equity, Real Assets, and Global Market Strategies, which are not consolidated but in which Carlyle exerts significant influence.

The summarized financial information of the Company's equity method investments is as follows (Dollars in millions):

	Corporate Private Equity			Real Assets			Global Market Strategies		
	For the Years Ended December 31,			For the Years Ended December 31,			For the Years Ended December 31,		
	2010	2009	2008	2010	2009	2008	2010	2009	2008
Statement of income information									
Investment Income	**$ 733.2**	$ 181.5	$ 116.4	**$ 354.7**	$ 341.5	$ 151.4	**$ 266.3**	$ 172.9	$ 170.5
Expenses	**(582.8)**	(573.1)	(548.9)	**(435.2)**	(420.9)	(474.4)	**(42.3)**	(42.1)	(109.5)
Net investment income (loss)	**150.4**	(391.6)	(432.5)	**(80.5)**	(79.4)	(323.0)	**224.0**	130.8	61.0
Net realized and unrealized gain (loss)	**9,911.3**	4,185.3	(7,182.3)	**2,364.2**	2,196.3	492.5	**529.1**	477.8	(803.3)
Net income (loss)	**$ 10,061.7**	$ 3,793.7	$ (7,614.8)	**$ 2,283.7**	$ 2,116.9	$ 169.5	**$ 753.1**	$ 608.6	$ (742.3)

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	Aggregate Totals For the Years Ended December 31,		
	2010	2009	2008
Statement of income information			
Investment Income	**$ 1,354.2**	$ 695.9	$ 438.3
Expenses	**(1,060.3)**	(1,036.1)	(1,132.8)
Net investment income (loss)	**293.9**	(340.2)	(694.5)
Net realized and unrealized gain (loss)	**12,804.6**	6,859.4	(7,493.1)
Net income (loss)	**$ 13,098.5**	$ 6,519.2	$ (8,187.6)

	Corporate Private Equity As of December 31,		Real Assets As of December 31,		Global Market Strategies As of December 31,		Aggregate Totals As of December 31,	
	2010	2009	2010	2009	2010	2009	2010	2009
Balance sheet information								
Investments	**$35,697.6**	$26,822.6	**$19,665.7**	$15,831.7	**$2,357.7**	$1,867.0	**$57,721.0**	$44,521.3
Total assets	**41,232.6**	27,479.1	**20,535.5**	17,100.2	**2,554.4**	2,159.0	**64,322.5**	46,738.3
Debt	**115.1**	168.9	**867.9**	1,013.3	—	—	**983.0**	1,182.2
Other liabilities	**444.3**	419.5	**504.3**	708.5	**43.9**	91.6	**992.5**	1,219.6
Total liabilities	**559.4**	588.4	**1,372.2**	1,721.8	**43.9**	91.6	**1,975.5**	2,401.8
Partners' capital	**40,673.2**	26,890.7	**19,163.3**	15,378.4	**2,510.5**	2,067.4	**62,347.0**	44,336.5

Investment Income (Loss)

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

	Year Ended December 31,		
	2010	2009	2008
		(Dollars in millions)	
Income (loss) from equity investments	**$ 66.3**	$ 5.3	$ (51.7)
Income (loss) from trading securities	**2.6**	(4.4)	(53.2)
Other investment income	**3.7**	4.1	—
Total	**$ 72.6**	$ 5.0	$ (104.9)

Carlyle's income (loss) from its equity-method investments is included in investment income (loss) in the combined and consolidated statements of operations and consists of:

	Year Ended December 31,		
	2010	2009	2008
		(Dollars in millions)	
Corporate Private Equity	**$ 49.0**	$ 10.4	$ (20.6)
Real Assets	**8.0**	(7.4)	(29.6)
Global Market Strategies	**9.3**	2.3	(1.5)
Total	**$ 66.3**	$ 5.3	$ (51.7)

As a result of consolidation of certain Carlyle-affiliated funds as described in Note 2, $19.0 million, $(1.6) million and $13.3 million of investment income (loss) from equity-method investments in 2010, 2009 and 2008, respectively, were not classified as revenue and are instead

reflected as a component of net investment gains (losses) of Consolidated Funds in the accompanying combined and consolidated statements of operations.

Trading Securities and Other Investments

Trading securities as of December 31, 2010 and 2009 consisted of $21.8 million and $43.9 million, respectively, of investments in corporate mezzanine securities and bonds.

Investments of Consolidated Funds

The following table presents a summary of the investments held by the Consolidated Funds. Investments held by the Consolidated Funds do not represent the investments of all Carlyle sponsored funds. The table below presents investments as a percentage of investments of Consolidated Funds (dollars in millions):

Geographic Region/Instrument Type/Industry Description or Investment Strategy	Fair Value December 31, 2010	Fair Value December 31, 2009	Percentage of Investments of Consolidated Funds December 31, 2010	Percentage of Investments of Consolidated Funds December 31, 2009
United States				
Equity securities:				
Aerospace and defense	**$ 166.0**	$ 87.0	**1.40%**	53.08%
Industrial	**—**	7.1	**—**	4.33%
Financial services	**—**	0.3	**—**	0.18%
Healthcare	**0.1**	0.1	**—**	0.04%
Technology and business services	**—**	0.1	**—**	0.09%
Total equity securities (cost of $120.3 and $105.5 at December 31, 2010 and 2009, respectively)	**166.1**	94.6	**1.40%**	57.72%
Partnership and LLC interests:				
Real estate	**20.5**	50.5	**0.17%**	30.81%
Total Partnership and LLC interests (cost of $23.1 and $34.7 at December 31, 2010 and 2009, respectively)	**20.5**	50.5	**0.17%**	30.81%
Other:				
Real estate	**5.6**	14.5	**0.05%**	8.85%
Total other (cost of $3.8 and $9.0 at December 31, 2010 and 2009, respectively)	**5.6**	14.5	**0.05%**	8.85%
Total investment in hedge funds	**698.5**	—	**5.89%**	—
Assets of the CLOs				
Bonds	**242.1**	—	**2.04%**	—
Equity	**37.3**	—	**0.31%**	—
Loans	**7,636.0**	—	**64.36%**	—
Other	**0.2**	—	**—**	—
Total assets of the CLOs (cost of $8,031.2 at December 31, 2010)	**7,915.6**	—	**66.71%**	—
Total United States	**$ 8,806.3**	$ 159.6	**74.22%**	97.38%

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

Geographic Region/Instrument Type/Industry Description or Investment Strategy	Fair Value December 31, 2010	Fair Value December 31, 2009	Percentage of Investments of Consolidated Funds December 31, 2010	Percentage of Investments of Consolidated Funds December 31, 2009
Canada				
Assets of the CLOs				
Bonds	**$ 8.0**	$ —	**0.07%**	—
Loans	**51.3**	—	**0.43%**	—
Total assets of the CLOs (cost of $59.3 at December 31, 2010)	**59.3**	—	**0.50%**	—
Total Canada	**$ 59.3**	$ —	**0.50%**	—
Europe				
Equity securities:				
Industrial	**$ —**	$ 3.6	**—**	2.20%
Telecommunications and media	**—**	0.7	**—**	0.42%
Total equity securities (cost of $2.5 at December 31, 2009)	**—**	4.3	**—**	2.62%
Assets of the CLOs				
Bonds	**210.1**	—	**1.77%**	—
Equity	**9.0**	—	**0.08%**	—
Loans	**2,746.2**	—	**23.15%**	—
Other	**33.7**	—	**0.28%**	—
Total assets of the CLOs (cost of $3,347.9 at December 31, 2010)	**2,999.0**	—	**25.28%**	—
Total Europe	**$ 2,999.0**	$ 4.3	**25.28%**	2.62%
Total investments in Consolidated Funds (cost of $11,585.6 and $151.7 at December 31, 2010 and 2009, respectively)	**$ 11,864.6**	$ 163.9	**100.00%**	100.00%

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

Interest and Other Income of Consolidated Funds

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

	Year Ended December 31, 2010	2009	2008
	(Dollars in millions)		
Interest income from investments	**$ 435.5**	$ —	$ 12.8
Other income	**17.1**	0.7	5.9
Total	**$ 452.6**	$ 0.7	$ 18.7

Net Investment Gains (Losses) of Consolidated Funds

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

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Gains (losses) from investments of Consolidated Funds	**$ 502.0**	$ (33.8)	$ 162.5
Losses from liabilities of CLOs	**(752.4)**	—	—
Gains on other assets of CLOs	**5.0**	—	—
Total	**$ (245.4)**	$ (33.8)	$ 162.5

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

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Realized gains (losses)	**$ 74.1**	$ (6.4)	$ 181.4
Net change in unrealized gains (losses)	**427.9**	(27.4)	(18.9)
Total	**$ 502.0**	$ (33.8)	$ 162.5

6. Non-controlling Interests in Consolidated Entities

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

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Non-Carlyle interests in Consolidated Funds	**$ 218.9**	$ 179.7
Non-Carlyle interests in majority-owned subsidiaries	**137.0**	93.1
Non-controlling interest in carried interest and cash held for carried interest distributions	**9.0**	3.3
Non-controlling interests in consolidated entities	**$ 364.9**	$ 276.1

The components of the Company's non-controlling interests in income (loss) of consolidated entities are as follows:

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Non-Carlyle interests in Consolidated Funds	**$ 163.8**	$ (25.5)	$ 117.7
Non-Carlyle interests in majority-owned subsidiaries	**20.0**	(4.3)	(24.7)
Non-controlling interest in carried interest and cash held for carried interest distributions	**6.6**	(0.7)	1.5
Net income (loss) attributable to other non-controlling interests in consolidated entities	**190.4**	(30.5)	94.5
Net loss attributable to equity appropriated for CLOs	**(256.6)**	—	—
Non-controlling interests in income (loss) of consolidated entities	**$ (66.2)**	$ (30.5)	$ 94.5

There have been no significant changes in the Company's ownership interests in its consolidated entities for the periods presented.

7. Comprehensive Income (Loss)

The components of comprehensive income (loss) for the years ended December 31, 2010, 2009 and 2008 were as follows:

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Net income (loss)	**$ 1,459.4**	$ 663.6	$ (513.7)
Change in fair value of cash flow hedge instrument	**(0.8)**	3.1	(10.9)
Currency translation adjustments	**(38.2)**	14.5	(60.1)
Other comprehensive income (loss)	**(39.0)**	17.6	(71.0)
Comprehensive income (loss)	**1,420.4**	681.2	(584.7)
Less: Comprehensive loss attributable to equity appropriated for Consolidated Funds	**274.8**	—	—
Less: Comprehensive (income) loss attributable to non-controlling interests in consolidated entities	**(193.1)**	25.1	(85.3)
Comprehensive income (loss) attributable to Carlyle Group	**$ 1,502.1**	$ 706.3	$ (670.0)

The components of accumulated other comprehensive loss as of December 31, 2010 and 2009 were as follows:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Unrealized losses on cash flow hedge instrument	**$ (8.6)**	$ (7.8)
Currency translation adjustments	**(25.9)**	(3.2)
Total	**$ (34.5)**	$ (11.0)

The balance in accumulated other comprehensive loss related to the cash flow hedge will be reclassified into earnings as interest expense is recognized. The amount of losses reclassified into

earnings was $6.5 million, $7.0 million and $1.3 million for the years ended December 31, 2010, 2009 and 2008, respectively. As of December 31, 2010, approximately $5.4 million of the accumulated other comprehensive loss related to this cash flow hedge is expected to be recognized as a decrease to income from continuing operations over the next twelve months.

8. Fixed Assets, Net

The components of the Company's fixed assets are as follows:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Furniture, fixtures and equipment	**$ 34.4**	$ 33.3
Computer hardware and software	**68.7**	48.5
Leasehold improvements	**44.2**	41.6
Total fixed assets	**147.3**	123.4
Less: accumulated depreciation	**(107.7)**	(86.4)
Net fixed assets	**$ 39.6**	$ 37.0

Depreciation and amortization expense of $20.9 million, $28.6 million and $27.1 million is included in general, administrative and other expenses in the combined and consolidated statements of operations for the years ended December 31, 2010, 2009 and 2008, respectively.

In connection with the closing of several offices (see Note 10), the Company recognized an impairment charge of $2.1 million of the remaining value of fixed assets. This charge is included in general, administrative and other expenses in the combined and consolidated statement of operations for the year ended December 31, 2008.

9. Loans Payable

Term Loan

In 2007, the Company entered into an $875.0 million Senior Secured Credit Facility with financial institutions under which it could borrow up to $725.0 million in a term loan and $150.0 million in a revolving credit facility. Subsequent to the bankruptcy of one of the financial institutions that was a party to the Senior Secured Credit Facility, the borrowing availability under the revolving credit facility was effectively reduced to $115.7 million. Both the term loan and revolving credit facility were scheduled to mature on August 20, 2013.

In November 2010, the Company modified the Senior Secured Credit Facility and repaid the $370.3 million outstanding principal amount, which was accounted for as an extinguishment. The amended facility includes $500.0 million in a term loan and $150.0 million in a revolving credit facility. Availability of this revolving credit facility is restricted by the guarantee provisions of the credit facility for eligible employees investing in Carlyle sponsored funds (see Note 10). Both the term loan and revolving credit facility mature on November 29, 2015. Principal amounts outstanding under the term loan and revolving credit facility accrue interest at a maximum rate of LIBOR plus 2.25% per annum (2.51% at December 31, 2010) with interest payable monthly.

Outstanding principal amounts are payable quarterly beginning in September 2013 as follows (Dollars in millions):

2013	$ 75.0
2014	175.0
2015	250.0
	$ 500.0

The Senior Secured Credit Facility is secured by management fees and carried interest allocable to the partners of the Company from certain funds and requires the Company to comply with certain financial and other covenants, which include maintaining management fee earning assets (as defined in the November 2010 agreement) of at least $47.5 billion, a senior debt leverage ratio of less than or equal to 2.5 to 1.0, a total debt leverage ratio of less than 5.5 to 1.0, and a minimum interest coverage ratio of not less than 4.0 to 1.0, in each case, tested on a quarterly basis. The Senior Secured Credit Facility also contains nonfinancial covenants that restrict some of the Company's corporate activities, including its ability incur additional debt, pay certain dividends, create liens, make certain acquisitions or investments and engage in specified transactions with affiliates. Non compliance with any of the financial or nonfinancial covenants without cure or waiver would constitute an event of default under the Senior Secured Credit Facility. An event of default resulting from a breach of a financial or nonfinancial covenant may result, at the option of the lenders, in an acceleration of the principal and interest outstanding, and a termination of the revolving credit facility. The Senior Secured Credit Facility also contains other customary events of default, including defaults based on events of bankruptcy and insolvency, nonpayment of principal, interest or fees when due, breach of specified covenants, change in control and material inaccuracy of representations and warranties. The Company was in compliance with the financial and non-financial covenants of the Senior Secured Credit Facility as of December 31, 2010.

Total interest expense under the Senior Secured Credit Facility was $17.3 million, $26.4 million and $37.1 million for the years ended December 31, 2010, 2009 and 2008, respectively, which includes $1.6 million, $2.8 million and $3.2 million in amortization of deferred financing costs, respectively. The fair value of the outstanding term loan in the Senior Secured Credit Facility is estimated at $500.9 million and $386.8 million at December 31, 2010 and 2009, respectively. The estimated fair value is based on the present value of payments of principal and interest for the duration of the obligation.

The Company is subject to interest rate risk associated with its variable rate debt financing. To manage this risk, the Company entered into an interest rate swap in March 2008 to fix the interest rate on $239.3 million of the $725.0 million in term loan borrowings at 5.319% through August 20, 2013. This instrument was designated as a cash flow hedge and remains in place after the amendment of the Senior Secured Credit Facility. The interest rate swap continues to be designated as a cash flow hedge. The effective portion of losses related to the change in the fair value of the swap of $7.3 million, $3.8 million and $12.2 million for the years ended December 31, 2010, 2009 and 2008, respectively, are included in accumulated other comprehensive loss in the combined and consolidated balance sheets. The ineffective portion of losses recognized in earnings were not significant for any period presented.

Subordinated Loan Payable to Affiliate

In December 2010, the Company received net cash proceeds of $494.0 million from Mubadala in exchange for $500.0 million in subordinated notes, a 2% equity interest in the Company and additional rights as described below. In the event that a qualified initial public offering ("Qualified

IPO") does not occur within two years of this transaction, the Company is required to issue an additional equity interest in the Company of 0.25% to Mubadala. If a Qualified IPO does not occur within five years of this transaction, the Company is required to issue an additional equity interest in the Company of 0.25% to Mubadala.

The notes mature on December 31, 2020 and are exchangeable for additional equity interests in the Company at Mubadala's option in the event of a Qualified IPO within five years of this transaction at a 7.5% discount to the IPO price. If a Qualified IPO has not occurred within this period of time, Mubadala has the option to require the Company to redeem the notes for the then outstanding principal amount of the notes being redeemed, together with any applicable accrued and unpaid interest through the redemption date. From and after December 31, 2017, any note may be voluntarily redeemed at the election of the Company for the then outstanding principal amount of the notes being redeemed, together with any applicable accrued and unpaid interest through the redemption date.

Interest on the notes is payable semi-annually, commencing June 30, 2011 at a rate of 7.25% per annum to the extent paid in cash or 7.5% per annum to the extent paid by issuing payment-in-kind notes ("PIK Notes"). Interest payable on the first interest payment date is payable in cash. For any subsequent interest period, the Company may elect to pay up to 50% of the interest payment due by issuing PIK Notes on the same terms and conditions as the originally issued notes. Further, the Company may pay up to 50% of the interest payment due on any PIK Notes by issuing additional PIK Notes.

The Company has elected the fair value option to measure the subordinated notes at fair value. At December 31, 2010, the fair value of the subordinated notes was $494.0 million. The primary reasons for electing the fair value option are to (i) reflect economic events in earnings on a timely basis and (ii) address simplification and cost-benefit considerations. Future changes in fair value of this instrument will be recognized in earnings and included in interest and other income in the combined and consolidated statements of operations.

The fair value of the subordinated notes was initially determined based upon modeling their expected cash flows including factoring the value of the embedded put and call features and the probability of conversion upon a Qualified IPO. The cash flows were then discounted at a market rate which was derived by comparison to comparable benchmark securities.

The Company accounted for the equity interests issued to Mubadala as an upfront cost related to the issuance of the subordinated notes. Because the Company elected the fair value option to account for the subordinated notes, the Company recognized the fair value of the equity interests in earnings during the year ended December 31, 2010 and presented the $214.0 million expense as equity issued for affiliate debt financing in the combined and consolidated statements of operations. The charge assumed a Company valuation of approximately $10 billion and gives consideration to the contingent equity grant of up to an additional 0.5% as described above. In valuing the Company for this purpose, a discounted cash-flow approach was utilized to assess the value of various cash-flow streams of the Company. In addition, a market multiple approach was utilized to corroborate on a macro basis the results of the discounted cash flow approach.

Other Loans

As part of the Claren Road acquisition, the Company entered into a loan agreement for $47.5 million. The loan matures on December 31, 2015 and interest is payable semi-annually,

commencing June 30, 2011 at an adjustable annual rate, currently 6.0%. Outstanding principal amounts are payable annually as follows (Dollars in millions):

2011	$ 7.5
2012	7.5
2013	7.5
2014	7.5
2015	17.5
	$ 47.5

As part of the Claren Road acquisition, Claren Road entered into a loan agreement with a financial institution for $50.0 million. The loan matures on January 3, 2017 and interest is payable quarterly, commencing March 31, 2011 at an annual rate of 8.0%. Outstanding principal amounts are payable quarterly beginning April 29, 2011 and vary based on annual gross revenue as defined in the loan agreement. Beginning April 3, 2013 additional quarterly principal payments will commence equal to the lesser of (a) $2.0 million and (b) the then unpaid principal amount of the loan.

In July 2008, one of the Company's U.K. subsidiaries borrowed €8.7 million from a financial institution to invest in a Carlyle global market strategies fund. The loan and accrued interest were repaid periodically from the receipt of management fees from the same fund. The loan bore interest at the six-month EURIBOR plus 1.25% and was fully paid off in September 2010. At December 31, 2009, the subsidiary had $8.8 million in outstanding borrowing.

Debt Covenants

The Company is subject to various financial covenants under its loan agreements including among other items, maintenance of a minimum amount of management fee earning assets. The Company is also subject to various non-financial covenants under its loan agreements. The Company was in compliance with all financial and non-financial covenants under its various loan agreements as of December 31, 2010.

Loans Payable of Consolidated Funds

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

As of December 31, 2010, the following borrowings were outstanding, which includes preferred shares classified as liabilities (Dollars in millions):

	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes	$ 11,037.1	$ 9,772.2	1.20%	9.36
Subordinated notes, Income notes and Preferred shares	440.7	636.4	n/a(a)	9.18
Combination notes	11.7	9.9	n/a(b)	12.06
Total	$ 11,489.5	$ 10,418.5		

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

(b) The combination notes do not have contractual interest rates and have recourse only to U.S. Treasury securities and OATS specifically held to collateralize such combination notes.

Loans payable of the CLOs are collateralized by the assets held by the CLOs and the assets of one CLO may not be used to satisfy the liabilities of another. This collateral consisted of cash and cash equivalents, corporate loans, corporate bonds and other securities. As of December 31, 2010, the fair value of the CLO assets was $11.9 billion.

Included in loans payable of the CLOs are loan revolvers (the APEX Revolvers), which the CLOs entered into with financial institutions on their respective closing dates. The APEX Revolvers provide credit enhancement to the securities issued by the CLOs by allowing the CLOs to draw down on the revolvers in order to offset a certain level of principal losses upon any default of the investment assets held by that CLO. The APEX Revolvers allow for a maximum borrowing of $84.8 million and bear weighted average interest at LIBOR plus 0.41% per annum. Amounts borrowed under the APEX Revolvers are repaid based on cash flows available subject to priority of payments under each CLO's governing documents. Due to their short-term nature, the Company has elected not to apply the fair value option to the APEX revolvers; rather, they are carried at amortized cost at each reporting date which the Company believes approximates fair value. The principal amounts borrowed under the APEX Revolvers as of December 31, 2010 were $15.0 million.

Certain CLOs entered into liquidity facility agreements with various liquidity facility providers on or about the various closing dates in order to fund payments of interest where there are insufficient funds available. The proceeds from such draw-downs are used for payments of interest at each interest payment date and the acquisition or exercise of an option or warrant as part of any collateral enhancement obligation. The liquidity facilities in aggregate allow for a maximum borrowing of $29.2 million and bear weighted average interest at EURIBOR plus 0.44% per annum. Amounts borrowed under the liquidity facilities are repaid based on cash flows available subject to priority of payments under each CLO's governing documents. There were no borrowings outstanding under the liquidity facility as of December 31, 2010.

10. Commitments and Contingencies

Capital Commitments

The Company and its unconsolidated affiliates have unfunded commitments to entities within the following segments as of December 31, 2010:

	Unfunded Commitments (Dollars in millions)
Corporate Private Equity	$ 838.3
Real Assets	250.0
Global Market Strategies	29.8
	$ 1,118.1

Guaranteed Loans

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

incremental borrowings up to an aggregate of $16.2 million, and accrues interest at the lower of the prime rate, as defined, or three-month LIBOR plus 2% (2.77% at December 31, 2010), reset quarterly. As of December 31, 2010 and 2009, approximately $19.5 million and $17.6 million, respectively, was outstanding under the credit facility and payable by the employees. The amount funded by the Company under this guarantee as of December 31, 2010 was not material. The Company believes the likelihood of any material funding under this guarantee to be remote. The fair value of this guarantee is not significant to the combined and consolidated financial statements.

As part of the severance arrangements for certain former Carlyle employees, the Company paid off the amounts owed by employees to the financial institution in exchange for promissory notes due to the Company at the prime rate (3.25% at December 31, 2010). At December 31, 2010 and 2009, the Company had receivables of $1.1 million and $2.5 million, respectively, due from former employees, which are included in due from affiliates and other receivables, net in the combined and consolidated balance sheets.

Other Guarantees

In 2009, the Company decided to shut down one of its real assets funds and guaranteed to reimburse investors of the fund for capital contributions made for investments and fees to the extent investment proceeds did not cover such amounts. At December 31, 2009, the Company had accrued liabilities of $4.8 million related to this obligation, which represented management's estimate of the probable payment to the investors based on the fair value of the remaining investments. In December 2010, the Company entered into an agreement to purchase investors' interests in the fund and the related obligation of $5.2 million is included in the accompanying combined and consolidated financial statements at December 31, 2010.

In November 2010, in connection with an acquisition transaction of one of its corporate private equity funds, the Company entered into an equity commitment agreement in which it guaranteed the fund's portion of the equity commitment as defined by the purchase agreement. The Company's guarantee under this agreement was $94.6 million and was effective until the completion of the acquisition, which closed in February 2011. The fair value of this guarantee is not significant to the combined and consolidated financial statements.

The Company has guaranteed payment of giveback obligations, if any, related to one of its corporate private equity funds to the extent the amount of funds reserved for potential giveback obligations is not sufficient to fulfill such obligations. At December 31, 2010 and 2009, $14.9 million and $14.6 million, respectively, was held in an escrow account and the Company believes the likelihood of any material fundings under this guarantee to be remote.

In August 2010, the Company entered into agreements with a financial institution in which it is the guarantor on the financial institution's letter of credit issued for the benefit of a fund for $13.0 million. The letter of credit expires in May 2011. The Company believes the likelihood of any material funding under this guarantee to be remote. The fair value of this guarantee is not significant to the combined and consolidated financial statements.

Contingent Obligations (Giveback)

An accrual for potential repayment of previously received performance fees of $119.6 million at December 31, 2010, is shown as accrued giveback obligations in the combined and consolidated balance sheets, representing the giveback obligation that would need to be paid if the funds were liquidated at their current fair values at December 31, 2010. However, the ultimate giveback obligation, if any, does not become realized until the end of a fund's life (see Note 2). The Company

has recorded $38.8 million and $154.9 million, of unbilled receivables from former and current employees and Carlyle's individual partners as of December 31, 2010 and 2009, respectively, related to giveback obligations, which are included in due from affiliates and other receivables, net in the accompanying combined and consolidated balance sheets. Current and former partners and employees are personally responsible for their giveback obligations. The receivables are collateralized by investments made by individual partners and employees in Carlyle-sponsored funds. In addition, $193.6 million and $202.6 million has been withheld from distributions of carried interest to partners and employees for potential giveback obligations as of December 31, 2010 and 2009, respectively. Such amounts are held by an entity not included in the accompanying combined and consolidated balance sheets.

If, at December 31, 2010, all of the investments held by our funds were deemed worthless, a possibility that management views as remote, the amount of realized and distributed carried interest subject to potential giveback would be $640.6 million, on an after-tax basis where applicable.

Leases

The Company leases office space in various countries around the world and maintains its headquarters in Washington, D.C., where it leases its primary office space under a non-cancelable lease agreement expiring on July 31, 2026. In the first quarter of 2011, the Company entered into a lease agreement for office space in Arlington, VA, expiring on June 30, 2022. Office leases in other locations expire in various years from 2011 through 2020. These leases are accounted for as operating leases. Rent expense was approximately $32.6 million, $43.4 million and $47.2 million for the years ended December 31, 2010, 2009 and 2008, respectively, and is included in general, administrative and other expenses in the combined and consolidated statements of operations. Included in rent expense are lease termination costs of $1.7 million, $16.5 million and $13.9 million for the years ended December 31, 2010, 2009 and 2008, respectively.

Including the impact of the Arlington lease, the future minimum commitments for the leases are as follows (Dollars in millions):

2011	$ 33.0
2012	34.8
2013	32.1
2014	31.8
2015	28.9
Thereafter	137.4
	$ 298.0

Total minimum rentals to be received in the future under non-cancelable subleases as of December 31, 2010 were $11.0 million.

The Company records contractual escalating minimum lease payments on a straight-line basis over the term of the lease. Deferred rent payable under the leases was $7.1 million and $6.0 million as of December 31, 2010 and 2009, respectively, and is included in accounts payable, accrued expenses and other liabilities in the accompanying combined and consolidated balance sheets.

Legal Matters

In the ordinary course of business, the Company is a party to litigation, investigations, disputes and other potential claims. Certain of these matters are described below. The Company is not

currently able to estimate for any such matters the reasonably possible amount of loss or range of loss. The Company does not believe that the outcome of any existing litigation, investigations, disputes or other potential claims will materially affect the Company or these financial statements.

In May 2009, the Company reached resolution with the Office of the Attorney General of the State of New York (the NYAG) regarding the NYAG's inquiry into the use of placement agents by various investment managers, including Carlyle, to solicit New York public pension funds for private equity and hedge fund investment commitments. The Company agreed to pay $20.0 million to New York State.

Along with many other companies and individuals in the financial sector, the Company and Carlyle Mezzanine Partners are named as defendants in *Foy v. Austin Capital*, pending in New Mexico state court, which purports to be a *qui tam* suit on behalf of the State of New Mexico. The suit alleges that investment decisions by New Mexico public investment funds were improperly influenced by campaign contributions and payments to politically connected placement agents. In May 2011, the Attorney General of New Mexico moved to dismiss certain defendants including the Company and Carlyle Mezzanine Partners on the ground that separate civil litigation by the Attorney General is a more effective means to seek recovery for the State from these defendants. The Attorney General has brought two civil actions against certain of those defendants, not including the Carlyle defendants. The Attorney General has stated that its investigation is continuing and it may bring additional civil actions. The Company is currently unable to anticipate when the litigation will conclude or what impact the litigation may have on the Company and its interest holders.

In July 2009, a former shareholder of Carlyle Capital Corporation Limited (CCC), claiming to have lost $20.0 million, filed a claim against CCC, the Company and certain officers and affiliates of the Company alleging violations of Massachusetts "blue sky" law provisions relating to material misrepresentations and omissions allegedly made during and after the marketing of CCC. In March 2010, the United States District Court for the District of Massachusetts dismissed the plaintiffs' complaint on the grounds that it should have been filed in Delaware instead of Massachusetts, and the plaintiffs subsequently filed an appeal to the United States Court of Appeals for the First Circuit. On February 25, 2011, the First Circuit upheld the District Court's dismissal of plaintiff's claims. The Company expects that plaintiffs will file a renewed claim in Delaware state court. Another former CCC investor also instituted similar legal proceedings in Kuwait against affiliates of the Company seeking to recover losses incurred in connection with an investment in CCC, and those claims have been dismissed on procedural grounds for lack of prosecution, subject to the ability of the plaintiffs to renew the claims in the courts of Kuwait. The Company intends to vigorously contest all claims alleged by all such plaintiffs relating to the marketing of CCC and is currently unable to anticipate what impact they may have on the Company.

The Guernsey liquidators who took control of CCC in March 2008 have filed four suits against the Company and the former directors of CCC in Delaware, New York, the District of Columbia and Guernsey, seeking $1.0 billion in damages. They allege that the Company (in its capacity as the external manager of CCC) and the CCC board of directors were grossly negligent in their management of the CCC investment program or willfully mismanaged the investment program and breached certain fiduciary duties allegedly owed to CCC and its shareholders. The core of the allegations is that the directors and Carlyle put the interests of Carlyle ahead of the interests of CCC and its shareholders and gave priority to preserving and enhancing Carlyle's reputation and its "brand" over the best interests of CCC. The Company believes the claims are without merit and will vigorously contest all allegations. The Company recognized a loss of $152.3 million in 2008 in connection with the winding up of CCC.

In June 2011 and August 2011, two putative shareholder class actions were filed in the United States District court for the District of Columbia against Carlyle, certain of its affiliates and former directors of CCC alleging that the offering materials and various public disclosures were materially misleading or omitted material information. The Company believes the claims are without merit and intends to contest the claims vigorously.

In September 2006 and March 2009, the Company received requests for certain documents and other information from the Antitrust Division of the U.S. Department of Justice ("DOJ") in connection with the DOJ's investigation of global alternative asset firms to determine whether they have engaged in conduct prohibited by U.S. antitrust laws. The Company is fully cooperating with the DOJ's investigation and is currently unable to anticipate what impact it may have on the Company.

On February 14, 2008, a private class-action lawsuit challenging "club" bids and other alleged anti-competitive business practices was filed in the U.S. District Court for the District of Massachusetts. The complaint alleges, among other things, that certain global alternative firms, including the Company, violated Section 1 of the Sherman Act by forming multi-sponsor consortiums for the purpose of bidding collectively in company buyout actions in certain going private transactions, which the plaintiffs allege constitutes a "conspiracy in restraint of trade." The Company believes the lawsuit is without merit and is contesting it vigorously and is currently unable to anticipate what impact it may have on the Company.

Indemnifications

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

Risks and Uncertainties

The funds seek investment opportunities that offer the possibility of attaining substantial capital appreciation. Certain events particular to each industry in which the underlying investees conduct their operations, as well as general economic conditions, may have a significant negative impact on the Company's investments and profitability. Such events are beyond the Company's control, and the likelihood that they may occur and the effect on the Company cannot be predicted. Furthermore, most of the funds' investments are made in private companies and there are generally no public markets for the underlying securities at the current time. The funds' ability to liquidate their publicly-traded investments are often subject to limitations, including discounts that may be required to be taken on quoted prices due to the number of shares being sold. The funds' ability to liquidate their investments and realize value are subject to significant limitations and uncertainties, including among others currency fluctuations and natural disasters.

The funds make investments outside of the United States. Non-U.S. investments are subject to the same risks associated with our U.S. investments as well as additional risks, such as fluctuations in foreign currency exchange rates, unexpected changes in regulatory requirements, heightened risk of political and economic instability, difficulties in managing non-U.S. investments, potentially adverse tax consequences and the burden of complying with a wide variety of foreign laws.

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

Additionally, the Company encounters credit risk. Credit risk is the risk of default by a counterparty in the Company's investments in debt securities, loans, leases and derivatives that result from a borrower's, lessee's or derivative counterparty's inability or unwillingness to make required or expected payments.

The Company considers cash, cash equivalents, securities, receivables, equity-method investments, accounts payable, accrued expenses, other liabilities and loans payable to be its financial instruments. The carrying amounts reported in the combined and consolidated balance sheets for these financial instruments, except for the term loan in the Senior Secured Credit Facility as discussed in Note 9, equal or closely approximate their fair values.

Termination Costs

Employee and office lease termination costs are included in accrued compensation and benefits and accrued expenses in the combined and consolidated balance sheets as well as general, administrative and other expenses in the combined and consolidated statements of operations. As of December 31, 2010 and 2009, the accrual for termination costs primarily represents lease obligations associated with the closed offices, which represents management's estimate of the total amount expected to be incurred. The changes in the accrual for termination costs for the years ended December 31, 2010, 2009 and 2008 are as follows:

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Balance, beginning of period	**$ 29.6**	$ 40.9	$ —
Compensation expense	**6.8**	12.5	35.6
Contract termination costs	**1.7**	16.5	13.9
Costs paid or settled	**(15.0)**	(40.3)	(8.6)
Balance, end of period	**$ 23.1**	$ 29.6	$ 40.9

11. Related Party Transactions

Due from Affiliates and Other Receivables, Net

The Company had the following due from affiliates and other receivables at December 31, 2010 and 2009:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Unbilled receivable for giveback obligations from current and former employees	**$ 12.7**	$ 38.3
Unbilled receivable for giveback obligations from Carlyle's individual partners	**26.1**	116.6
Notes receivable and accrued interest from affiliates	**106.7**	132.8
Other receivables from unconsolidated funds and affiliates, net	**180.3**	145.3
Total	**$ 325.8**	$ 433.0

Other receivables from certain of the unconsolidated funds and portfolio companies relate to management fees receivable from limited partners, advisory fees receivable and expenses paid on behalf of these entities. These expenses include costs related to the pursuit of actual or proposed

investments, professional fees and other expenses associated with the acquisition, holding and disposition of the investments. The affiliates are obligated, at the discretion of the Company to reimburse the expenses. Based on management's determination, the Company accrues and charges interest on amounts due from affiliate accounts at interest rates ranging from 0% to 8%. The accrued and charged interest to the affiliates was not significant during the years ended December 31, 2010, 2009 and 2008, respectively.

The Company has provided loans to certain unconsolidated funds to meet short-term obligations to purchase investments. These notes accrue interest at rates specified in each agreement, ranging from one-month LIBOR plus 2.15% (2.41% at December 31, 2010) to 18%.

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

Due to Affiliates

The Company had the following due to affiliates balances at December 31, 2010 and 2009:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Due to affiliates of Consolidated Funds	**$ 1.2**	$ 2.1
Due to non-consolidated joint venture partner	**13.1**	20.7
Other	**9.3**	10.4
Total	**$ 23.6**	$ 33.2

The Company has recorded obligations for amounts due to certain of its affiliates. These outstanding obligations are payable on demand. The Company periodically offsets expenses it has paid on behalf of its affiliates against these obligations. Based on management's determination, the Company accrues and pays interest on the amounts due to affiliates at interest rates ranging from 0% to the prime rate, as defined, plus 2% (5.25% at December 31, 2010). The interest incurred to the affiliates was not significant during the years ended December 31, 2010, 2009, and 2008.

Sale of Investments

In September 2010, the Company sold an investment in a real estate venture (accounted for as an equity method investment) to one of its partners for $16.2 million. The difference between the purchase price and the carrying value of the investment was treated as an equity contribution.

In 2008, the Company sold certain equity-method investments and trading securities to Carlyle's individual partners. The total proceeds from Carlyle's individual partners were $194.2 million. Of this amount, $153.3 million was used to purchase certain of the Company's investments, which approximated the fair value of these assets at the time of the sale. The remaining $40.9 million of the proceeds were treated as an equity contribution and individual partners are entitled to receive future proceeds from the sale of certain trading securities ($31.2 million in fair value at December 31, 2010) in exchange for the contribution, which are eliminated and are not included in the combined and consolidated balance sheet as a result of the consolidation of the Consolidated Funds.

Carlyle Capital Corporation Limited

CCC was a closed-end investment fund managed by the Company, which invested in various fixed income asset classes, including high quality, AAA-rated, U.S. agency, mortgage-backed securities. In July 2007, CCC completed an initial public offering on the Euronext exchange. In March 2008, there was a rapid, unprecedented deterioration in the market for U.S. agency mortgage-backed securities. Based on this change, several of CCC's lenders marked down the value of CCC's assets and increased their collateral requirements. CCC did not have sufficient liquidity to meet these increased collateral requirements and consequently filed for a compulsory winding up under the laws of Guernsey, Channel Islands. As a result of these events, the Company recorded a loss of $152.3 million in 2008 inclusive of an investment loss on CCC restricted stock of $5.3 million, which is included in investment income (loss) in the combined and consolidated statement of operations (see Note 10).

Other Related Party Transactions

In the normal course of business, the Company has made use of aircraft owned by entities controlled by senior managing directors. The senior managing directors paid for their purchases of the aircraft and bear all operating, personnel and maintenance costs associated with their operation for personal use. Payment by the Company for the business use of these aircraft by senior managing directors and other employees is made at market rates, which totaled $5.9 million, $5.8 million and $5.3 million for the years ended December 31, 2010, 2009 and 2008, respectively. These fees are included in general, administrative, and other expenses in the combined and consolidated statements of operations.

Carlyle partners and employees are permitted to participate in co-investment entities that invest in Carlyle funds or alongside Carlyle funds. In many cases, participation is limited by law to individuals who qualify under applicable legal requirements. These co-investment entities generally do not require Carlyle partners and employees to pay management or performance fees.

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

In 2009, the Company agreed to purchase certain assets from one of its real assets funds. At December 31, 2009, the Company had accrued liabilities of $4.9 million representing the difference between the agreed-upon purchase price and the fair value of the assets, in accounts payable, accrued expenses and other liabilities in the combined and consolidated balance sheets. The transaction was completed in May 2010 and the Company had no liabilities related to this transaction at December 31, 2010.

Substantially all revenue is earned from affiliates of Carlyle.

12. Derivative Instruments in the CLOs

In the ordinary course of business, the CLOs enter into various types of derivative instruments. Derivative instruments serve as components of the CLOs' investment strategies and are utilized primarily to structure and manage the risks related to currency, credit and interest exposure. The derivative instruments that the CLOs hold or issue do not qualify for hedge accounting under the

accounting standards for derivatives and hedging. The CLOs' derivative instruments include currency swap contracts, currency options, credit risk swap contracts, and interest rate cap contracts, and are carried at fair value in the Company's combined and consolidated balance sheets.

Certain CLOs purchase put and call options to manage risk from changes in the value of foreign currencies. Certain CLOs entered into currency swap transactions, which represent agreements that obligate two parties to exchange a series of cash flows in different currencies at specified intervals based upon or calculated by reference to changes in specified prices or rates for a specified amount of an underlying asset or otherwise determined notional amount. The currency swap transactions are stated at fair value and the difference between cash to be paid and received on swaps is recognized as net investment gains (losses) of Consolidated Funds in the combined and consolidated statements of operations.

The fair value of the derivative instruments held by the CLOs are included in investments of Consolidated Funds in the accompanying combined and consolidated balance sheets.

The following table identifies the gross fair value amounts of derivative instruments, which may be offset and presented net in the combined and consolidated balance sheets to the extent that there is a legal right of offset, categorized by the volume of the total notional amounts or number of contracts and by primary underlying risk as of December 31, 2010 (dollars in millions):

	December 31, 2010		
	Notional Amount	Fair Value — Assets	Fair Value — Liabilities
Currency-related			
Cross-currency swap contract(s)	$ 354.4	$ 25.9	$ (5.6)
Currency option(s)	102.0	11.4	—
Credit-related			
Credit risk swap contract(s)	9.3	0.1	—
Interest-related			
Interest rate cap contract(s)	28.0	0.2	—
		$ 37.6	$ (5.6)

The following tables present a summary of net realized and unrealized appreciation (depreciation) on derivative instruments which is included in net investment gains (losses) of Consolidated Funds in the combined and consolidated statements of operations (dollars in millions):

	Year Ended December 31, 2010		
	Realized Appreciation (Depreciation)	Change in Unrealized Appreciation (Depreciation)	Total
Currency-related			
Cross-currency swap contract(s)	$ 22.3	$ (75.5)	$ (53.2)
Currency option(s)	(0.1)	4.4	4.3
Credit-related			
Credit risk swap contract(s)	—	(1.2)	(1.2)
Interest-related			
Interest rate cap contract(s)	—	0.1	0.1
	$ 22.2	$ (72.2)	$ (50.0)

Certain derivative instruments contain provisions which require the CLOs or the counterparty to post collateral if certain conditions are met. Cash received to satisfy these collateral requirements is included in restricted cash and securities of Consolidated Funds (see Note 2) and in other liabilities of Consolidated Funds in the combined and consolidated balance sheets. The Company has elected not to offset derivative positions against the fair value of amounts (or amounts that approximate fair value) recognized for the right to reclaim cash collateral (a receivable) or the obligation to return cash collateral (a payable) under master netting arrangements.

13. Income Taxes

The provision for income taxes consists of the following:

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Current			
Foreign income tax	**$ 15.4**	$ 17.2	$ 15.3
State and local income tax (benefit)	**6.0**	3.0	(3.1)
Subtotal	**21.4**	20.2	12.2
Deferred			
Foreign income tax (benefit)	**(1.1)**	(5.5)	0.3
State and local income tax	**—**	0.1	—
Subtotal	**(1.1)**	(5.4)	0.3
Total provision for income taxes	**$ 20.3**	$ 14.8	$ 12.5

Deferred income taxes reflect the net tax effects of temporary differences that may exist between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes using enacted tax rates in effect for the year in which the differences are expected to reverse.

A summary of the tax effects of the temporary differences is as follows:

	As of December 31,	
	2010	2009
	(Dollars in millions)	
Deferred tax assets		
Net operating loss	**$ 0.4**	$ 3.4
Depreciation and amortization	**1.2**	0.8
Accrued bonuses	**6.7**	6.4
Other	**2.5**	2.2
Total deferred tax assets	**$ 10.8**	$ 12.8
Deferred tax liabilities		
Other	**$ 0.2**	$ 0.2
Total deferred tax liabilities	**$ 0.2**	$ 0.2

The following table reconciles the provision for income taxes to the U.S. Federal statutory tax rate:

	Year Ended December 31,		
	2010	2009	2008
Statutory U.S. federal income tax rate	**35.00%**	35.00%	35.00%
Income passed through to Partners	**(33.89)%**	(33.00)%	(38.59)%
Foreign income taxes	**(0.15)%**	(0.27)%	0.48%
State and local income taxes	**0.41%**	0.46%	0.62%
Effective income tax rate	**1.37%**	2.19%	(2.49)%

Under U.S. GAAP for income taxes, the amount of tax benefit to be recognized is the amount of benefit that is "more likely than not" to be sustained upon examination. The Company has recorded a liability for uncertain tax positions of $17.2 million and $12.2 million as of December 31, 2010 and 2009, respectively, which is reflected in accounts payable, accrued expenses and other liabilities in the accompanying combined and consolidated balance sheets, all of which would reduce the Company's effective rate if recognized. The Company does not believe that it has any tax positions for which it is reasonably possible that the total amounts of unrecognized tax benefits will significantly increase or decrease within the next twelve months.

The Company's policy is to recognize accrued interest and penalties related to unrecognized tax benefits in provision for income taxes. During 2010, 2009 and 2008 the Company recognized approximately $1.5 million, $0.5 million and $0.6 million, respectively, of interest and penalties within the combined and consolidated statements of operations. As of December 31, 2010 and 2009, the amount of accrued interest and penalties is approximately $3.9 million and $2.3 million, respectively.

In the normal course of business, the Company is subject to examination by federal and certain state, local and foreign tax jurisdictions. As of December 31, 2010, the Company's U.S. federal income tax returns for the years 2007 through 2009 are open under the normal three-year statute of limitations and therefore subject to examination. State and local tax returns are generally subject to audit from 2006 to 2009. Foreign tax returns are generally subject to audit from 2004 to 2009. Certain of the Company's foreign subsidiaries are currently under audit by foreign tax authorities. The Company does not believe that the outcome of these audits will have a material impact on the combined and consolidated financial statements.

14. Segment Reporting

Through December 31, 2010, Carlyle conducts its operations through three reportable segments:

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

Real Assets — The Real Assets segment is comprised of the Company's operations that advises U.S. and international funds focused on real estate, infrastructure, energy and renewable energy transactions.

Global Market Strategies — The Global Market Strategies segment advises a group of funds that pursue investment opportunities across various types of credit, equities and alternative instruments, and (as regards certain macroeconomic strategies) currencies, commodities, sovereign debt, and interest rate products and their derivatives.

The Company's reportable business segments are differentiated by their various investment focuses and strategies. Overhead costs were allocated based on direct base compensation expense for the funds comprising each segment.

Economic Net Income ("ENI") and its components are key performance measures used by management to make operating decisions and assess the performance of the Company's reportable segments. ENI differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it reflects a charge for compensation, bonuses and performance fees attributable to Carlyle partners but does not include net income (loss) attributable to non-Carlyle interests in Consolidated Funds or charges (credits) related to Carlyle corporate actions and non-recurring items. Charges (credits) related to Carlyle corporate actions and non-recurring items include amortization associated with our acquired intangible assets, transaction costs associated with acquisitions, gains and losses associated with the mark to market on contingent consideration issued in conjunction with our acquisitions, gains and losses from the retirement of our debt, charges associated with lease terminations and employee severance and settlements of legal claims.

Fee related earnings ("FRE") is a component of ENI and is used to assess the ability of the business to cover direct base compensation and operating expenses from total fee revenues. FRE differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it adjusts for the items included in the calculation of ENI and also adjusts ENI to exclude performance fees, investment income from investments in our funds, and performance fee related compensation.

Distributable earnings is a component of ENI and is used to assess performance and amounts potentially available for distribution. Distributable earnings differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it adjusts for the items included in the calculation of ENI and also adjusts ENI for unrealized performance fees, unrealized investment income and the corresponding unrealized performance fee compensation expense.

ENI and its components are used by management primarily in making resource deployment and compensation decisions across the Company's three reportable segments. Management makes operating decisions and assesses the performance of each of the Company's business segments based on financial and operating metrics and data that is presented without the consolidation of any of the Consolidated Funds. Consequently, ENI and all segment data excludes the assets, liabilities and operating results related to the Consolidated Funds.

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

The following tables present the financial data for the Company's three reportable segments as of and for the years ended December 31, 2010, 2009 and 2008:

	December 31, 2010 and the Year Then Ended			
	Corporate Private Equity	Real Assets	Global Market Strategies	Total
	(Dollars in millions)			
Segment Revenues				
Fund level fee revenues				
Fund management fees	$ 537.6	$ 144.0	$ 81.9	$ 763.5
Portfolio advisory fees, net	14.9	2.6	2.3	19.8
Transaction fees, net	21.5	8.6	0.1	30.2
Total fund level fee revenues	574.0	155.2	84.3	813.5
Performance fees				
Realized	267.3	(2.9)	9.8	274.2
Unrealized	996.3	72.7	135.1	1,204.1
Total performance fees	1,263.6	69.8	144.9	1,478.3
Investment income				
Realized	4.2	1.4	4.8	10.4
Unrealized	40.6	3.7	16.9	61.2
Total investment income	44.8	5.1	21.7	71.6
Interest and other income	14.8	4.9	2.7	22.4
Total revenues	1,897.2	235.0	253.6	2,385.8
Segment Expenses				
Direct compensation and benefits				
Direct base compensation	237.6	72.4	40.1	350.1
Performance fee related				
Realized	136.0	0.5	4.2	140.7
Unrealized	524.8	(1.6)	70.6	593.8
Total direct compensation and benefits	898.4	71.3	114.9	1,084.6
General, administrative, and other indirect expenses	168.1	69.2	32.1	269.4
Interest	11.4	3.8	2.6	17.8
Total expenses	1,077.9	144.3	149.6	1,371.8
Economic Net Income	$ 819.3	$ 90.7	$ 104.0	$ 1,014.0
Fee Related Earnings	$ 171.7	$ 14.7	$ 12.2	$ 198.6
Net Performance Fees	$ 602.8	$ 70.9	$ 70.1	$ 743.8
Investment Income	$ 44.8	$ 5.1	$ 21.7	$ 71.6
Distributable Earnings	$ 307.2	$ 12.7	$ 22.6	$ 342.5
Segment assets as of December 31, 2010	$ 2,483.8	$ 738.3	$ 943.8	$ 4,165.9

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	December 31, 2009 and the Year Then Ended			
	Corporate Private Equity	Real Assets	Global Market Strategies	Total
	(Dollars in millions)			
Segment Revenues				
Fund level fee revenues				
Fund management fees	$ 536.0	$ 150.4	$ 68.8	$ 755.2
Portfolio advisory fees, net	15.9	1.6	0.7	18.2
Transaction fees, net	12.0	1.8	0.9	14.7
Total fund level fee revenues	563.9	153.8	70.4	788.1
Performance fees				
Realized	3.5	5.9	1.6	11.0
Unrealized	491.8	(13.6)	1.5	479.7
Total performance fees	495.3	(7.7)	3.1	490.7
Investment income				
Realized	(2.7)	0.8	0.2	(1.7)
Unrealized	9.5	0.1	(0.2)	9.4
Total investment income (loss)	6.8	0.9	—	7.7
Interest and other income	10.8	14.3	2.2	27.3
Total revenues	1,076.8	161.3	75.7	1,313.8
Segment Expenses				
Direct compensation and benefits				
Direct base compensation	227.4	74.2	38.8	340.4
Performance fee related				
Realized	0.6	2.8	0.2	3.6
Unrealized	260.6	(23.5)	1.0	238.1
Total direct compensation and benefits	488.6	53.5	40.0	582.1
General, administrative, and other indirect expenses	168.0	84.2	32.6	284.8
Interest	19.8	6.7	4.1	30.6
Total expenses	676.4	144.4	76.7	897.5
Economic Net Income (Loss)	$ 400.4	$ 16.9	$ (1.0)	$ 416.3
Fee Related Earnings	$ 159.5	$ 3.0	$ (2.9)	$ 159.6
Net Performance Fees	$ 234.1	$ 13.0	$ 1.9	$ 249.0
Investment Income	$ 6.8	$ 0.9	$ —	$ 7.7
Distributable Earnings	$ 159.7	$ 6.9	$ (1.3)	$ 165.3
Segment assets as of December 31, 2009	$ 1,516.5	$ 666.3	$ 130.1	$ 2,312.9

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	Year Ended December 31, 2008			
	Corporate Private Equity	Real Assets	Global Market Strategies	Total
	(Dollars in millions)			
Segment Revenues				
Fund level fee revenues				
Fund management fees	$ 522.8	$ 157.0	$ 87.6	$ 767.4
Portfolio advisory fees, net	14.0	3.5	0.9	18.4
Transaction fees, net	19.9	5.7	—	25.6
Total fund level fee revenues	556.7	166.2	88.5	811.4
Performance fees				
Realized	54.3	28.8	15.7	98.8
Unrealized	(742.6)	(192.7)	(13.5)	(948.8)
Total performance fees	(688.3)	(163.9)	2.2	(850.0)
Investment income (loss)				
Realized	18.6	5.8	(6.7)	17.7
Unrealized	(13.8)	(15.2)	(55.7)	(84.7)
Total investment income (loss)	4.8	(9.4)	(62.4)	(67.0)
Interest and other income	19.3	16.7	2.2	38.2
Total revenues	(107.5)	9.6	30.5	(67.4)
Segment Expenses				
Direct compensation and benefits				
Direct base compensation	195.0	68.7	30.6	294.3
Performance fee related				
Realized	33.3	16.3	7.3	56.9
Unrealized	(417.9)	(97.5)	(6.6)	(522.0)
Total direct compensation and benefits	(189.6)	(12.5)	31.3	(170.8)
General, administrative, and other indirect expenses	188.1	90.3	38.5	316.9
Interest	32.9	9.9	3.3	46.1
Total expenses	31.4	87.7	73.1	192.2
Economic Net Loss	$ (138.9)	$ (78.1)	$ (42.6)	$ (259.6)
Fee Related Earnings	$ 160.0	$ 14.0	$ 18.3	$ 192.3
Net Performance Fees	$ (303.7)	$ (82.7)	$ 1.5	$ (384.9)
Investment Income (Loss)	$ 4.8	$ (9.4)	$ (62.4)	$ (67.0)
Distributable Earnings	$ 199.6	$ 32.3	$ 20.0	$ 251.9

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

The following table reconciles the Total Segments to Carlyle's Income (Loss) Before Provision for Taxes as of and for the years ended December 31, 2010, 2009 and 2008:

	December 31, 2010 and the Year Then Ended			
	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated
	(Dollars in millions)			
Revenues	$ 2,385.8	$ 452.6	$ (39.5)(a)	$ 2,798.9
Expenses	$ 1,371.8	$ 278.0	$ (576.0)(b)	$ 1,073.8
Other income (loss)	$ —	$ (251.5)	$ 6.1 (c)	$ (245.4)
Economic net income	$ 1,014.0	$ (76.9)	$ 542.6 (d)	$ 1,479.7
Total assets	$ 4,165.9	$ 12,982.0	$ (85.1)(e)	$ 17,062.8

	December 31, 2009 and the Year Then Ended			
	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated
	(Dollars in millions)			
Revenues	$ 1,313.8	$ 0.7	$ 3.3 (a)	$ 1,317.8
Expenses	$ 897.5	$ 0.7	$ (292.6)(b)	$ 605.6
Other loss	$ —	$ (33.8)	$ — (c)	$ (33.8)
Economic net income	$ 416.3	$ (33.8)	$ 295.9 (d)	$ 678.4
Total assets	$ 2,312.9	$ 230.9	$ (34.2)(e)	$ 2,509.6

	Year Ended December 31, 2008			
	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated
	(Dollars in millions)			
Revenues	$ (67.4)	$ 18.7	$ (72.6)(a)	$ (121.3)
Expenses	$ 192.2	$ 16.7	$ 333.5 (b)	$ 542.4
Other income	$ —	$ 162.5	$ — (c)	$ 162.5
Economic net income	$ (259.6)	$ 164.5	$ (406.1)(d)	$ (501.2)

(a) The Revenues adjustment principally represents fund management and performance fees earned from the Consolidated Funds which were eliminated in consolidation to arrive at the Company's total revenues, and adjustments for amounts attributable to non-controlling interests in consolidated entities which were included in Revenues in the Company's segment reporting.

(b) The Expenses adjustment represents the elimination of intercompany expenses of the Consolidated Funds payable to the Company, adjustments for partner compensation and

charges and credits associated with Carlyle corporate actions and non-recurring items as detailed below (Dollars in millions):

	Year Ended December 31,		
	2010	2009	2008
Partner compensation	**$ (768.2)**	$ (339.7)	$ 134.3
Acquisition related charges and amortization of intangibles	**11.0**	—	—
Equity issued for affiliate debt financing	**214.0**	—	—
Loss on CCC liquidation	**—**	—	152.3
Loss on NYAG settlement	**—**	20.0	—
Losses/(gains) associated with early extinguishment of debt	**2.5**	(10.7)	—
Severance and lease terminations	**8.5**	29.0	49.5
Other	**0.3**	8.8	—
Elimination of expenses of the Consolidated Funds	**(44.1)**	—	(2.6)
	$ (576.0)	$ (292.6)	$ 333.5

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

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

	Year Ended December 31,		
	2010	2009	2008
Income (loss) before provision for income taxes	**$ 1,479.7**	$ 678.4	$ (501.2)
Adjustments:			
Partner compensation(1)	**(768.2)**	(339.7)	134.3
Acquisition related charges and amortization of intangibles	**11.0**	—	—
Equity issued for affiliate debt financing	**214.0**	—	—
Loss on CCC liquidation	**—**	—	152.3
Loss on NYAG settlement	**—**	20.0	—
Losses/(gains) associated with early extinguishment of debt	**2.5**	(10.7)	—
Non-controlling interests in consolidated entities	**66.2**	30.5	(94.5)
Severance and lease terminations	**8.5**	29.0	49.5
Other	**0.3**	8.8	—
Economic Net Income (Loss)	**$ 1,014.0**	$ 416.3	$ (259.6)
Net performance fees	**743.8**	249.0	(384.9)
Investment income (loss)	**71.6**	7.7	(67.0)
Fee Related Earnings	**$ 198.6**	$ 159.6	$ 192.3
Realized performance fees, net of related compensation	**133.5**	7.4	41.9
Investment income (loss) — realized	**10.4**	(1.7)	17.7
Distributable Earnings	**$ 342.5**	$ 165.3	$ 251.9

(1) Adjustments for partner compensation reflect amounts due to Carlyle partners for compensation and carried interest allocated to them, which amounts were classified as partnership distributions in the combined and consolidated financial statements.

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

Information by Geographic Location

Carlyle primarily transacts business in the United States and substantially all of its revenues are generated domestically. The Company has established investment vehicles whose primary focus is making investments in specified geographical locations. The table below presents consolidated revenues and assets based on the geographical focus of the associated investment vehicle.

	Total Revenues		Total Assets	
	Share	%	Share	%
	(Dollars in millions)			
Year ended December 31, 2010				
Americas(1)	$ 1,724.2	62%	$ 11,551.6	68%
EMEA(2)	586.1	21%	4,264.5	25%
Asia-Pacific(3)	488.6	17%	1,246.7	7%
Total	$ 2,798.9	100%	$ 17,062.8	100%

	Total Revenues		Total Assets	
	Share	%	Share	%
	(Dollars in millions)			
Year ended December 31, 2009				
Americas(1)	$ 377.7	29%	$ 1,027.1	41%
EMEA(2)	208.3	16%	357.4	14%
Asia-Pacific(3)	731.8	55%	1,125.1	45%
Total	$ 1,317.8	100%	$ 2,509.6	100%

	Total Revenues		Total Assets	
	Share	%	Share	%
	(Dollars in millions)			
Year ended December 31, 2008				
Americas(1)	$ 21.4	18%	$ 1,141.7	55%
EMEA(2)	126.8	104%	340.4	16%
Asia-Pacific(3)	(269.5)	(222)%	613.7	29%
Total	$ (121.3)	(100)%	$ 2,095.8	100%

(1) Relates to investment vehicles whose primary focus is the United States, Mexico or South America.
(2) Relates to investment vehicles whose primary focus is Europe, the Middle East, and Africa.
(3) Relates to investment vehicles whose primary focus is Asia, including China, Japan, India and Australia.

15. Subsequent Events

In May 2011, the Company and its affiliates invested €41.0 million and €52.2 million, respectively, into one of its European real estate funds. The proceeds were used to refinance the fund's existing loans.

On July 1, 2011, the Company completed the acquisition of a 60% equity interest in AlpInvest Partners N.V. ("AlpInvest") for total purchase consideration of approximately €138.4 million

($199.3 million), including the amount contributed by the 40% non-controlling interest holders. AlpInvest is one of the world's largest investors in private equity which advises a global private equity fund of funds program and related co-investment and secondary activities. The Company will consolidate the financial position and results of operations of AlpInvest effective July 1, 2011 and will account for this transaction as a business combination.

On July 1, 2011, the Company acquired 55% of Emerging Sovereign Group LLC, its subsidiaries, and Emerging Sovereign Partners LLC (collectively, "ESG"), an emerging markets equities and macroeconomic strategies investment manager. The purchase price consisted of $45.0 million in cash, an ownership interest in Carlyle and performance-based contingent payments of up to $110.5 million, which is the maximum amount of additional consideration that could be paid, of which $73.5 million would be payable within five years of closing and $37.0 million would be payable by year six. The Company will consolidate the financial position and results of operations of ESG effective July 1, 2011 and will account for this transaction as a business combination.

The acquisition-date fair value of the consideration transferred for the AlpInvest and ESG acquisitions, and the estimated fair values of the assets acquired, liabilities assumed, and non-controlling interests at the acquisition date for the acquisitions, are as follows:

	AlpInvest	ESG
	(Dollars in millions)	
Acquisition-date fair value of consideration transferred		
Cash	$ 183.8	$ 45.0
Equity interests and other contingent consideration	15.5	67.4
Total	$ 199.3	$ 112.4
Estimated fair value of assets acquired, liabilities assumed, and non-controlling interests		
Cash and receivables	$ 169.0	$ 11.3
Investments and accrued performance fees	216.6	25.0
Net fixed assets and other assets	9.6	0.1
Finite-lived intangible assets — contractual rights	70.6	88.0
Finite-lived intangible assets — trademarks	1.4	1.0
Goodwill	9.8	—
Assets of Consolidated Funds	8,326.0	398.1
Accounts payable, accrued compensation and other accrued liabilities	(233.3)	(11.7)
Deferred tax liabilities	(60.6)	(3.0)
Liabilities of Consolidated Funds	(62.8)	(36.3)
Non-controlling interests in consolidated entities	(8,247.0)	(360.1)
Total	$ 199.3	$ 112.4

The following supplemental information presents, on an unaudited pro forma basis, the impact to the Company's combined and consolidated financial results for the periods presented as if the ESG and AlpInvest acquisitions had been consummated as of January 1, 2010. The pro forma combined and consolidated financial results for the year ended December 31, 2010 also include the pro forma impact of the Company's acquisition of Claren Road on December 31, 2010 as if that acquisition had been consummated as of January 1, 2010 (see Note 3).

	Six Months Ended June 30, 2011	Year Ended December 31, 2010
	(Dollars in millions)	
Total revenues	$ 2,272.3	$ 3,284.1
Net income attributable to Carlyle Group	$ 1,302.0	$ 1,551.6

On July 1, 2011, the Company borrowed €81.0 million ($116.6 million) under the revolving credit facility. On August 25, 2011, the Company borrowed $125.0 million under its revolving credit facility and used those proceeds to repay the €81.0 million borrowing and its accumulated interest. The $125.0 million balance outstanding will incur interest at LIBOR plus 2.25%.

On August 3, 2011, the Company purchased a management contract relating to a CLO managed by The Foothill Group, Inc. for approximately $8.6 million. Gross assets of these CLOs are estimated to be $500.0 million at June 30, 2011.

The Company has evaluated subsequent events through September 6, 2011, which is the date the financial statements were issued.

16. Supplemental Financial Information

The following supplemental financial information illustrates the consolidating effects of the Consolidated Funds on the Company's financial position and results of operations as of December 31, 2010 and 2009 and for the years ended December 31, 2010, 2009 and 2008. The supplemental statement of cash flows is presented without effects of the Consolidated Funds.

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	As of December 31, 2010			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Assets				
Cash and cash equivalents	$ 616.9	$ —	$ —	$ 616.9
Cash and cash equivalents held at Consolidated Funds	—	729.5	—	729.5
Restricted cash	16.5	—	—	16.5
Restricted cash and securities of Consolidated Funds	—	135.5	—	135.5
Investments and accrued performance fees	2,669.9	—	(75.6)	2,594.3
Investments of Consolidated Funds	—	11,864.6	—	11,864.6
Due from affiliates and other receivables, net	329.7	—	(3.9)	325.8
Due from affiliates and other receivables of Consolidated Funds, net	—	245.2	(5.6)	239.6
Fixed assets, net	39.6	—	—	39.6
Deposits and other	34.1	7.2	—	41.3
Intangible assets, net	448.4	—	—	448.4
Deferred tax assets	10.8	—	—	10.8
Total assets	$ 4,165.9	$ 12,982.0	$ (85.1)	$ 17,062.8
Liabilities and equity				
Loans payable	$ 597.5	$ —	$ —	$ 597.5
Subordinated loan payable to affiliate	494.0	—	—	494.0
Loans payable of Consolidated Funds	—	10,475.9	(42.4)	10,433.5
Accounts payable, accrued expenses and other liabilities	211.6	—	—	211.6
Accrued compensation and benefits	520.9	—	—	520.9
Due to Carlyle partners	953.1	—	(4.5)	948.6
Due to affiliates	27.7	1.5	(5.6)	23.6
Deferred revenue	200.1	2.1	—	202.2
Deferred tax liabilities	0.2	—	—	0.2
Other liabilities of Consolidated Funds	—	622.4	(3.9)	618.5
Accrued giveback obligations	119.6	—	—	119.6
Total liabilities	3,124.7	11,101.9	(56.4)	14,170.2
Redeemable non-controlling interests in consolidated entities	—	694.0	—	694.0
Members' equity	929.7	—	—	929.7
Accumulated other comprehensive loss	(34.5)	—	—	(34.5)
Total members' equity	895.2	—	—	895.2
Equity appropriated for Consolidated Funds	—	946.5	(8.0)	938.5
Non-controlling interests in consolidated entities	146.0	239.6	(20.7)	364.9
Total equity	1,041.2	1,186.1	(28.7)	2,198.6
Total liabilities and equity	$ 4,165.9	$ 12,982.0	$ (85.1)	$ 17,062.8

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	As of December 31, 2009			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Assets				
Cash and cash equivalents	$ 488.1	$ —	$ —	$ 488.1
Cash and cash equivalents held at Consolidated Funds	—	52.4	—	52.4
Restricted cash	14.6	—	—	14.6
Investments and accrued performance fees	1,304.8	—	(25.6)	1,279.2
Investments of Consolidated Funds	—	163.9	—	163.9
Due from affiliates and other receivables, net	434.5	—	(1.5)	433.0
Due from affiliates and other receivables of Consolidated Funds, net	—	12.0	(7.1)	4.9
Fixed assets, net	37.0	—	—	37.0
Deposits and other	21.1	2.6	—	23.7
Deferred tax assets	12.8	—	—	12.8
Total assets	$ 2,312.9	$ 230.9	$ (34.2)	$ 2,509.6
Liabilities and equity				
Loans payable	$ 412.2	$ —	$ —	$ 412.2
Accounts payable, accrued expenses and other liabilities	122.6	0.1	—	122.7
Accrued compensation and benefits	350.4	—	—	350.4
Due to Carlyle partners	360.9	—	—	360.9
Due to affiliates	38.8	3.0	(8.6)	33.2
Deferred revenue	188.9	1.7	—	190.6
Deferred tax liabilities	0.2	—	—	0.2
Other liabilities of Consolidated Funds	—	20.8	—	20.8
Accrued giveback obligations	305.0	—	—	305.0
Total liabilities	1,779.0	25.6	(8.6)	1,796.0
Members' equity	448.5	—	—	448.5
Accumulated other comprehensive loss	(11.0)	—	—	(11.0)
Total members' equity	437.5	—	—	437.5
Non-controlling interests in consolidated entities	96.4	205.3	(25.6)	276.1
Total equity	533.9	205.3	(25.6)	713.6
Total liabilities and equity	$ 2,312.9	$ 230.9	$ (34.2)	$ 2,509.6

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	Year Ended December 31, 2010			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	$ 813.6	$ —	$ (43.3)	$ 770.3
Performance fees				
Realized	275.1	—	(8.7)	266.4
Unrealized	1,209.7	—	5.9	1,215.6
Total performance fees	1,484.8	—	(2.8)	1,482.0
Investment income (loss)				
Realized	13.6	—	(1.7)	11.9
Unrealized	78.0	—	(17.3)	60.7
Total investment income (loss)	91.6	—	(19.0)	72.6
Interest and other income	22.4	—	(1.0)	21.4
Interest and other income of Consolidated Funds	—	452.6	—	452.6
Total revenues	2,412.4	452.6	(66.1)	2,798.9
Expenses				
Compensation and benefits				
Base compensation	265.2	—	—	265.2
Performance fee related				
Realized	46.6	—	—	46.6
Unrealized	117.2	—	—	117.2
Total compensation and benefits	429.0	—	—	429.0
General, administrative and other expenses	176.6	—	0.6	177.2
Interest	17.8	—	—	17.8
Interest and other expenses of Consolidated Funds	—	278.0	(44.7)	233.3
Loss from early extinguishment of debt, net of related expenses	2.5	—	—	2.5
Equity issued for affiliate debt financing	214.0	—	—	214.0
Total expenses	839.9	278.0	(44.1)	1,073.8
Other income (loss)				
Net investment gains (losses) of Consolidated Funds	—	(251.5)	6.1	(245.4)
Income (loss) before provision for income taxes	1,572.5	(76.9)	(15.9)	1,479.7
Provision for income taxes	20.3	—	—	20.3
Net income (loss)	1,552.2	(76.9)	(15.9)	1,459.4
Net income (loss) attributable to non-controlling interests in consolidated entities	26.6	—	(92.8)	(66.2)
Net income (loss) attributable to Carlyle Group	$ 1,525.6	$ (76.9)	$ 76.9	$ 1,525.6

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	Year Ended December 31, 2009			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	$ 788.1	$ —	$ —	$ 788.1
Performance fees				
Realized	11.1	—	—	11.1
Unrealized	478.9	—	6.7	485.6
Total performance fees	490.0	—	6.7	496.7
Investment income (loss)				
Realized	(6.7)	—	1.5	(5.2)
Unrealized	10.1	—	0.1	10.2
Total investment income (loss)	3.4	—	1.6	5.0
Interest and other income	27.3	—	—	27.3
Interest and other income of Consolidated Funds	—	0.7	—	0.7
Total revenues	1,308.8	0.7	8.3	1,317.8
Expenses				
Compensation and benefits				
Base compensation	264.2	—	—	264.2
Performance fee related				
Realized	1.1	—	—	1.1
Unrealized	83.1	—	—	83.1
Total compensation and benefits	348.4	—	—	348.4
General, administrative and other expenses	236.6	—	—	236.6
Interest	30.6	—	—	30.6
Interest and other expenses of Consolidated Funds	—	0.7	—	0.7
Gain from early extinguishment of debt, net of related expenses	(10.7)	—	—	(10.7)
Total expenses	604.9	0.7	—	605.6
Other income (loss)				
Net investment losses of Consolidated Funds	—	(33.8)	—	(33.8)
Income (loss) before provision for income taxes	703.9	(33.8)	8.3	678.4
Provision for income taxes	14.8	—	—	14.8
Net income (loss)	689.1	(33.8)	8.3	663.6
Net loss attributable to non-controlling interests in consolidated entities	(5.0)	—	(25.5)	(30.5)
Net income (loss) attributable to Carlyle Group	$ 694.1	$ (33.8)	$ 33.8	$ 694.1

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	Year Ended December 31, 2008			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	$ 811.4	$ —	$ —	$ 811.4
Performance fees				
Realized	104.9	—	(45.6)	59.3
Unrealized	(953.5)	—	9.5	(944.0)
Total performance fees	(848.6)	—	(36.1)	(884.7)
Investment income (loss)				
Realized	19.1	—	(13.4)	5.7
Unrealized	(110.7)	—	0.1	(110.6)
Total investment income (loss)	(91.6)	—	(13.3)	(104.9)
Interest and other income	38.2	—	—	38.2
Interest and other income of Consolidated Funds	—	18.7	—	18.7
Total revenues	(90.6)	18.7	(49.4)	(121.3)
Expenses				
Compensation and benefits				
Base compensation	294.4	2.8	—	297.2
Performance fee related				
Realized	23.3	—	—	23.3
Unrealized	(223.1)	—	—	(223.1)
Total compensation and benefits	94.6	2.8	—	97.4
General, administrative and other expenses	240.6	5.4	(0.9)	245.1
Interest	46.1	—	—	46.1
Interest and other expenses of Consolidated Funds	—	8.5	(1.7)	6.8
Loss on CCC liquidation	147.0	—	—	147.0
Total expenses	528.3	16.7	(2.6)	542.4
Other income				
Net investment gains of Consolidated Funds	—	162.5	—	162.5
Income (loss) before provision for income taxes	(618.9)	164.5	(46.8)	(501.2)
Provision for income taxes	12.5	—	—	12.5
Net income (loss)	(631.4)	164.5	(46.8)	(513.7)
Net income (loss) attributable to non-controlling interests in consolidated entities	(23.2)	—	117.7	94.5
Net income (loss) attributable to Carlyle Group	$ (608.2)	$ 164.5	$ (164.5)	$ (608.2)

Carlyle Group

Notes to the Combined and Consolidated Financial Statements — (Continued)

	Year Ended December 31,		
	2010	2009	2008
	(Dollars in millions)		
Cash flows from operating activities			
Net income (loss)	**$ 1,552.2**	$ 689.1	$ (631.4)
Adjustments to reconcile net income to net cash flows from operating activities:			
Depreciation and amortization	**24.5**	28.6	26.8
Amortization of deferred financing fees	**1.6**	2.8	3.2
Non-cash equity issued for affiliate debt financing	**214.0**	—	—
Non-cash performance fees	**(1,338.5)**	(478.9)	950.4
Loss (gain) on early extinguishment of debt	**2.5**	(10.7)	—
Loss from CCC liquidation	**—**	—	152.3
Other non-cash amounts included in net income	**(25.9)**	17.6	(47.5)
Investment (income) loss	**(87.9)**	0.8	86.4
Purchases of investments	**(114.8)**	(24.3)	(173.2)
Proceeds from the sale of investments	**46.9**	27.0	183.6
Proceeds from sale of trading securities and other	**7.9**	—	(30.1)
Change in due from affiliates and other receivables	**14.5**	(11.7)	5.3
Change in deposits and other	**(14.2)**	(3.2)	(3.1)
Change in accounts payable, accrued expenses and other liabilities	**41.9**	12.4	(44.8)
Change in accrued compensation and benefits	**121.8**	91.7	(344.0)
Change in due to affiliates	**(5.9)**	17.8	(122.7)
Change in deferred revenue	**(7.3)**	43.8	(46.6)
Net cash provided by (used in) operating activities	**433.3**	402.8	(35.4)
Cash flows from investing activities			
Change in held-to-maturity investments, net	**—**	—	21.4
Change in restricted cash and securities	**(0.3)**	—	(0.8)
Purchases of fixed assets, net	**(21.2)**	(27.5)	(36.1)
Purchases of intangible assets (management contracts)	**(58.5)**	—	—
Acquisitions, net of cash acquired	**(105.6)**	—	—
Net cash used in investing activities	**(185.6)**	(27.5)	(15.5)
Cash flows from financing activities			
Proceeds from loans payable	**994.0**	6.7	83.1
Payments on loans payable	**(411.9)**	(303.6)	(9.1)
Contributions from members	**46.1**	43.5	79.0
Distributions to members	**(787.8)**	(215.6)	(253.9)
Distributions due to reorganization	**—**	—	(171.5)
Contributions from non-controlling interest holders	**48.1**	13.9	42.1
Distributions to non-controlling interest holders	**(25.2)**	(10.3)	(13.0)
Change in due to/from affiliates financing activities	**19.0**	(105.3)	(133.4)
Net cash used in financing activities	**(117.7)**	(570.7)	(376.7)
Effect of foreign exchange rate changes	**(1.2)**	2.7	(6.6)
Increase (decrease) in cash and cash equivalents	**128.8**	(192.7)	(434.2)
Cash and cash equivalents, beginning of period	**488.1**	680.8	1,115.0
Cash and cash equivalents, end of period	**$ 616.9**	$ 488.1	$ 680.8

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Carlyle Group

Condensed Combined and Consolidated Balance Sheets

	September 30, 2011 (Unaudited)	December 31, 2010
	(Dollars in millions)	
Assets		
Cash and cash equivalents	**$ 712.6**	$ 616.9
Cash and cash equivalents held at Consolidated Funds	**678.3**	729.5
Restricted cash	**32.8**	16.5
Restricted cash and securities of Consolidated Funds	**92.7**	135.5
Investments and accrued performance fees	**2,589.9**	2,594.3
Investments of Consolidated Funds	**20,148.0**	11,864.6
Due from affiliates and other receivables, net	**263.1**	325.8
Due from affiliates and other receivables of Consolidated Funds, net	**181.0**	239.6
Fixed assets, net	**48.0**	39.6
Deposits and other	**68.7**	41.3
Intangible assets, net	**608.3**	448.4
Deferred tax assets	**16.9**	10.8
Total assets	**$ 25,440.3**	$ 17,062.8
Liabilities and equity		
Loans payable	**$ 698.5**	$ 597.5
Subordinated loan payable to affiliate	**520.0**	494.0
Loans payable of Consolidated Funds	**10,100.8**	10,433.5
Accounts payable, accrued expenses and other liabilities	**203.4**	211.6
Accrued compensation and benefits	**544.4**	520.9
Due to Carlyle partners	**1,109.7**	948.6
Due to affiliates	**26.1**	23.6
Deferred revenue	**213.2**	202.2
Deferred tax liabilities	**57.5**	0.2
Other liabilities of Consolidated Funds	**433.8**	618.5
Accrued giveback obligations	**148.7**	119.6
Total liabilities	**14,056.1**	14,170.2
Commitments and contingencies		
Redeemable non-controlling interests in consolidated entities	**1,796.8**	694.0
Members' equity	**772.6**	929.7
Accumulated other comprehensive loss	**(31.7)**	(34.5)
Total members' equity	**740.9**	895.2
Equity appropriated for Consolidated Funds	**648.8**	938.5
Non-controlling interests in consolidated entities	**8,197.7**	364.9
Total equity	**9,587.4**	2,198.6
Total liabilities and equity	**$ 25,440.3**	$ 17,062.8

See accompanying notes.

Carlyle Group

Condensed Combined and Consolidated Statements of Operations

	Nine Months Ended September 30,	
	2011	2010
	(Unaudited) (Dollars in millions)	
Revenues		
Fund management fees	**$ 683.2**	$ 566.2
Performance fees		
Realized	**870.1**	92.4
Unrealized	**(133.6)**	220.8
Total performance fees	**736.5**	313.2
Investment income (loss)		
Realized	**50.3**	(0.8)
Unrealized	**6.3**	44.1
Total investment income	**56.6**	43.3
Interest and other income	**15.6**	15.7
Interest and other income of Consolidated Funds	**521.6**	318.4
Total revenues	**2,013.5**	1,256.8
Expenses		
Compensation and benefits		
Base compensation	**277.2**	221.5
Performance fee related		
Realized	**136.2**	(0.1)
Unrealized	**(81.7)**	40.5
Total compensation and benefits	**331.7**	261.9
General, administrative and other expenses	**224.7**	105.4
Interest	**48.5**	13.5
Interest and other expenses of Consolidated Funds	**290.0**	162.8
Other non-operating expenses	**30.0**	—
Total expenses	**924.9**	543.6
Other income (loss)		
Net investment gains (losses) of Consolidated Funds	**(618.2)**	173.7
Income before provision for income taxes	**470.4**	886.9
Provision for income taxes	**25.7**	14.5
Net income	**444.7**	872.4
Net income (loss) attributable to non-controlling interests in consolidated entities	**(473.4)**	301.3
Net income attributable to Carlyle Group	**$ 918.1**	$ 571.1

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

Carlyle Group

Condensed Combined and Consolidated Statement of Changes in Equity and Redeemable Non-Controlling Interests in Consolidated Entities

	Members' Equity	Accumulated Other Comprehensive Income (Loss)	Equity Appropriated for Consolidated Funds	Non-controlling Interests in Consolidated Entities	Total Equity	Redeemable Non-controlling Interests in Consolidated Entities	Comprehensive Income
				(Unaudited) (Dollars in millions)			
Equity at December 31, 2010	$ 929.7	$ (34.5)	$ 938.5	$ 364.9	$ 2,198.6	$ 694.0	
Acquisition of CLOs	—	—	41.6	—	41.6	—	
Acquisition of AlpInvest and related consolidated fund of funds	—	—	—	8,476.5	8,476.5	—	
Acquisition and initial consolidation of hedge funds	—	—	—	—	—	516.8	
Issuance of equity related to acquisitions	7.1	—	—	—	7.1	—	
Contributions	9.6	—	—	96.5	106.1	694.7	
Distributions	(1,091.9)	—	—	(407.9)	(1,499.8)	(216.4)	
Net income (loss)	918.1	—	(349.4)	(231.7)	337.0	107.7	$ 444.7
Currency translation adjustments	—	(0.1)	18.1	(100.6)	(82.6)	—	(82.6)
Change in fair value of cash flow hedge instrument	—	2.9	—	—	2.9	—	2.9
Equity at September 30, 2011	$ 772.6	$ (31.7)	$ 648.8	$ 8,197.7	$ 9,587.4	$ 1,796.8	$ 365.0

See accompanying notes.

Carlyle Group

Condensed Combined and Consolidated Statements of Cash Flows

	Nine Months Ended September 30,	
	2011	2010
	(Unaudited) (Dollars in millions)	
Cash flows from operating activities		
Net income	**$ 444.7**	$ 872.4
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	**61.6**	17.6
Amortization of deferred financing fees	**0.8**	1.3
Non-cash performance fees	**130.4**	(212.7)
Other non-cash amounts	**41.7**	(41.6)
Consolidated Funds related:		
Realized/unrealized loss (gain) on investments of Consolidated Funds	**447.8**	(291.0)
Realized/unrealized loss from loans payable of Consolidated Funds	**149.2**	121.3
Purchases of investments by Consolidated Funds	**(5,451.9)**	(1,915.9)
Proceeds from sale and settlements of investments by Consolidated Funds	**6,269.3**	4,004.8
Non-cash interest income, net	**(78.7)**	(86.2)
Change in cash and cash equivalents held at Consolidated Funds	**128.4**	152.5
Change in other receivables held at Consolidated Funds	**99.8**	(24.4)
Change in other liabilities held at Consolidated Funds	**(172.7)**	13.5
Investment income	**(53.5)**	(39.7)
Purchases of investments	**(73.5)**	(65.9)
Proceeds from the sale of investments	**272.6**	29.6
Change in due from affiliates and other receivables	**17.4**	13.4
Change in deposits and other	**(19.4)**	(13.5)
Change in accounts payable, accrued expenses and other liabilities	**(61.2)**	(26.9)
Change in accrued compensation and benefits	**(185.7)**	7.7
Change in due to affiliates	**(0.1)**	(15.4)
Change in deferred revenue	**14.0**	24.0
Net cash provided by operating activities	**1,981.0**	2,524.9
Cash flows from investing activities		
Change in restricted cash	**(15.7)**	(0.3)
Purchases of fixed assets, net	**(25.8)**	(20.1)
Purchases of intangible assets	**(8.1)**	(46.5)
Acquisitions, net of cash acquired	**(71.5)**	—
Net cash used in investing activities	**(121.1)**	(66.9)
Cash flows from financing activities		
Borrowings under credit facility	**125.0**	—
Payments on loans payable	**(24.0)**	(41.6)
Net payment on loans payable of Consolidated Funds	**(1,022.4)**	(2,090.2)
Contributions from members	**9.6**	13.5
Distributions to members	**(1,040.9)**	(194.9)
Contributions from non-controlling interest holders	**696.2**	30.9
Distributions to non-controlling interest holders	**(582.9)**	(141.2)
Change in due to/from affiliates financing activities	**60.9**	(17.3)
Change in due to/from affiliates and other receivables of Consolidated Funds	**5.8**	(10.5)
Net cash used in financing activities	**(1,772.7)**	(2,451.3)
Effect of foreign exchange rate changes	**8.5**	(1.9)
Increase in cash and cash equivalents	**95.7**	4.8
Cash and cash equivalents, beginning of period	**616.9**	488.1
Cash and cash equivalents, end of period	**$ 712.6**	$ 492.9
Supplemental non-cash disclosures		
Non-cash AlpInvest acquisition	**$ 8,434.7**	$ —
Non-cash ESG acquisition	**$ 510.1**	$ —
Net assets related to consolidation of the CLOs	**$ 41.6**	$ 1,123.5
Non-cash distributions to members	**$ 51.0**	$ 133.0
Non-cash contributions from members	**$ —**	$ 21.8
Non-cash contributions from non-controlling interest holders	**$ 95.0**	$ 4.7
Non-cash distributions to non-controlling interest holders	**$ 41.4**	$ —

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements

1. Organization and Basis of Presentation

The Carlyle Group ("Carlyle") is one of the world's largest global alternative asset management firms that originates, structures and acts as lead equity investor in management-led buyouts, strategic minority equity investments, equity private placements, consolidations and buildups, growth capital financings, real estate opportunities, bank loans, high-yield debt, distressed assets, mezzanine debt and other investment opportunities.

The accompanying financial statements combine the accounts of four affiliated entities: TC Group, L.L.C., TC Group Cayman L.P., TC Group Investment Holdings, L.P. and TC Group Cayman Investment Holdings, L.P., as well as their majority-owned subsidiaries (collectively "the Company" or "Carlyle Group"), which are under common ownership and control by Carlyle's individual partners, CalPERS, and Mubadala Development Company ("Mubadala"). In addition, certain Carlyle-affiliated funds, related co-investment entities, and certain collateralized loan obligations ("CLOs") managed by the Company (collectively the "Consolidated Funds") have been consolidated in the accompanying financial statements for certain of the periods presented pursuant to U.S. generally accepted accounting principles ("U.S. GAAP") as described in Note 2. This consolidation generally has a gross-up effect on assets, liabilities and cash flows, and has no effect on the net income attributable to Carlyle Group or members' equity. The majority economic ownership interests of the investors in the Consolidated Funds are reflected as non-controlling interests in consolidated entities, equity appropriated for consolidated entities, and redeemable non-controlling interests in consolidated entities in the accompanying condensed combined and consolidated financial statements.

The Company provides investment management services to, and has transactions with, various private equity funds, real estate funds, CLOs, hedge funds and other investment products sponsored by the Company for the investment of client assets in the normal course of business. The Company serves as the general partner, investment manager or collateral manager, making day-to-day investment decisions concerning the assets of these products. The Company operates its business through four reportable segments: Corporate Private Equity, Real Assets, Global Market Strategies and Fund of Funds Solutions (see Note 14).

Net income is determined in accordance with U.S. GAAP for partnerships and is not comparable to net income of a corporation. All distributions and compensation for services rendered by Carlyle's individual partners have been reflected as distributions from equity rather than compensation expense in the accompanying condensed combined and consolidated financial statements.

The accompanying condensed combined and consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. for interim financial information. These statements, including notes, have not been audited, exclude some of the disclosures required for annual financial statements, and should be read in conjunction with the audited combined and consolidated financial statements and notes for the year ended December 31, 2010. The operating results presented for interim periods are not necessarily indicative of the results that may be expected for any other interim period or for the entire year. In the opinion of management, the condensed combined and consolidated financial statements reflect all adjustments, consisting of normal recurring accruals, which are necessary for the fair presentation of the financial condition and results of operations for the interim periods presented.

Significant Transactions (see Notes 3 and 9)

On July 1, 2011, the Company completed the acquisition of a 60% equity interest in AlpInvest Partners N.V. ("AlpInvest"), one of the world's largest investors in private equity which advises a global private equity fund of funds program and related co-investment and secondary activities.

On July 1, 2011 the Company acquired 55% of Emerging Sovereign Group LLC, its subsidiaries, and Emerging Sovereign Partners LLC (collectively, "ESG"), an emerging markets equities and macroeconomic strategies investment manager.

In August 2011, the Company purchased a management contract relating to a CLO previously managed by The Foothill Group, Inc ("Foothill").

On September 30, 2011, the Company amended and extended its Senior Secured Credit Facility to increase the revolving credit facility to $750.0 million.

2. Summary of Significant Accounting Policies

Principles of Consolidation

In addition to the four affiliated entities described in Note 1, the accompanying condensed combined and consolidated financial statements consolidate: 1) Carlyle-affiliated funds and co-investment entities, for which the Company is the sole general partner and the presumption of control by the general partner has not been overcome and 2) variable interest entities (VIEs), including certain CLOs, for which the Company is deemed to be the primary beneficiary; consolidation of these entities is a requirement under U.S. GAAP. All significant inter-entity transactions and balances have been eliminated.

For entities that are determined to be VIE's, the Company consolidates those entities where it is deemed to be the primary beneficiary. Pursuant to revised consolidation rules that became effective January 1, 2010, an entity is determined to be the primary beneficiary if it holds a controlling financial interest. A controlling financial interest is defined as (a) the power to direct the activities of a VIE that most significantly impact the entity's business and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. The revised consolidation rules require an analysis to (a) determine whether an entity in which the Company holds a variable interest is a VIE and (b) whether the Company's involvement, through holding interests directly or indirectly in the entity or contractually through other variable interests (e.g., management and performance related fees), would give it a controlling financial interest. In evaluating whether the Company is the primary beneficiary, the Company evaluates its economic interests in the entity held either directly or indirectly by the Company. The consolidation analysis is generally performed qualitatively. This analysis, which requires judgment, is performed at each reporting date.

In February 2010, Accounting Standards Update (ASU) No. 2010-10, "Amendments for Certain Investment Funds," was issued. This ASU defers the application of the revised consolidation rules for a reporting enterprise's interest in an entity if certain conditions are met, including the entity has the attributes of an investment company and is not a securitization or asset-backed financing entity. An entity that qualifies for the deferral will continue to be assessed for consolidation under the overall guidance on VIEs, before its amendment, and other applicable consolidation guidance.

Beginning January 1, 2010, the Company was required to consolidate 16 CLOs, which are investment vehicles created for the sole purpose of issuing collateralized loan instruments. Upon consolidation, the Company elected the fair value option for eligible liabilities to mitigate accounting mismatches between the carrying value of the assets and liabilities. Upon adoption of the provisions

of the revised consolidation guidance, the Company recorded a cumulative effect adjustment to equity appropriated for consolidated funds of $0.7 billion.

As of September 30, 2011, assets and liabilities of consolidated VIEs reflected in the condensed combined and consolidated balance sheets were $19.3 billion and $10.6 billion, respectively. Other than the assets of the VIEs which are consolidated, the holders of the consolidated VIEs' liabilities do not have recourse to the Company. The assets and liabilities of the consolidated VIEs are comprised primarily of investments and loans payable, respectively.

The loans payable issued by the CLOs are backed by diversified collateral asset portfolios consisting primarily of loans or structured debt. In exchange for managing the collateral for the CLOs, the Company earns investment management fees, including in some cases subordinated management fees and contingent incentive fees. In cases where the Company consolidates the CLOs, those management fees have been eliminated as intercompany transactions. At September 30, 2011, the Company held $63.2 million of investments in these CLOs, which represents its maximum risk of loss. The Company's investments in these CLOs are generally subordinated to other interests in the entities and entitle the Company to receive a pro rata portion of the residual cash flows, if any, from the entities. Investors in the CLOs have no recourse against the Company for any losses sustained in the CLO structure. For all Carlyle-affiliated funds and co-investment entities (collectively "the Funds") that are not determined to be VIEs, the Company consolidates those funds where, as the sole general partner, it has not overcome the presumption of control pursuant to U.S. GAAP. Most Carlyle funds provide a dissolution right upon a simple majority vote of the non-Carlyle affiliated limited partners such that the presumption of control by Carlyle is overcome. Accordingly, these funds are not consolidated in the Company's condensed combined and consolidated financial statements.

Investments in Unconsolidated Variable Interest Entities

The Company holds variable interests in certain VIEs which are not consolidated because the Company is not the primary beneficiary. The Company's involvement with such entities is in the form of direct equity interests and fee arrangements. The maximum exposure to loss represents the loss of assets recognized by the Company relating to unconsolidated entities. The assets recognized in the Company's condensed combined and consolidated balance sheets related to the Company's interests in these non-consolidated VIEs and the Company's maximum exposure to loss relating to non-consolidated VIEs were as follows:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Investments	**$ 2.3**	$ 1.1
Receivables	**112.9**	73.8
Maximum Exposure to Loss	**$ 115.2**	$ 74.9

Basis of Accounting

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

Portfolio Companies). In the preparation of these condensed combined and consolidated financial statements, the Company has retained the specialized accounting for the Funds, pursuant to U.S. GAAP.

All of the investments held and notes issued by the Consolidated Funds are presented at estimated fair value in the Company's condensed combined and consolidated balance sheets. Interest income and other income of the Consolidated Funds is included in interest and other income of Consolidated Funds and interest expense and other expenses of the Consolidated Funds is included in interest and other expenses of Consolidated Funds in the Company's condensed combined and consolidated statements of operations. The surplus of the CLO assets over the CLO liabilities upon consolidation is reflected in the Company's condensed combined and consolidated balance sheets as equity appropriated for Consolidated Funds. Net income attributable to the investors in the CLOs is included in net income (loss) attributable to non-controlling interests in consolidated entities in the condensed combined and consolidated statements of operations and equity appropriated for Consolidated Funds in the condensed combined and consolidated balance sheets.

Use of Estimates

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

Business Combinations

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

Revenue Recognition

Fund Management Fees

The Company provides management services to funds in which it holds a general partner interest or has a management agreement. For corporate private equity, real assets and certain global market strategies funds, management fees are calculated based on (a) limited partners' capital commitments to the funds, (b) limited partners' remaining capital invested in the funds at cost or (c) the net asset value ("NAV") of certain of the funds, less offsets for the non-affiliated limited partners' share of transaction advisory and portfolio fees earned, as defined in the respective partnership agreements.

Management fees for corporate private equity, real assets funds and closed-end carry funds in the global market strategies segment generally range from 1% to 2% of commitments during the investment period of the relevant fund. Following the expiration or termination of the investment period of such funds, the management fees generally step-down to between 0.6% and 2.0% of contributions for unrealized investments. The Company will receive management fees for corporate private equity and real assets funds during a specified period of time, which is generally ten years from the initial closing date, or in some instances, from the final closing date, but such termination date may be earlier in certain limited circumstances or later if extended for successive one-year periods, typically up to a maximum of two years. Depending upon the contracted terms of investment advisory or investment management and related agreements, these fees are called semi-annually in advance and are recognized as earned over the subsequent six month period.

For certain global market strategies funds, management fees are calculated based on assets under management of the funds with generally lower fee rates. Hedge funds generally pay management fees quarterly that range from 1.5% to 2.0% of NAV per year. Management fees for the CLOs typically range from 0.4% to 0.5% on the total par amount of assets in the fund and are due quarterly or semi-annually based on the terms and recognized over the respective period. Management fees for the CLOs and credit opportunities funds are governed by indentures and collateral management agreements. The Company will receive management fees for the CLOs until redemption of the securities issued by the CLOs, which is generally five to ten years after issuance. Open-ended funds typically do not have stated termination dates.

Management fees from our fund of funds vehicles generally range from 0.3% to 1.0% on the vehicle's capital commitments during the first two to five years of the investment period and 0.3% to 1.0% on the lower of cost of capital invested or fair value of the capital invested thereafter.

The Company also provides transaction advisory and portfolio advisory services to the Portfolio Companies, and where covered by separate contractual agreements, recognizes fees for these services when the service has been provided and collection is reasonably assured. Fund management fees includes transaction and portfolio advisory fees of $60.1 million and $27.0 million for the nine months ended September 30, 2011 and 2010, respectively, net of any offsets as defined in the respective partnership agreements.

Performance Fees

Performance fees consist principally of the allocation of profits from certain of the funds to which the Company is entitled (commonly known as carried interest). The Company is generally entitled to a 20% allocation (or approximately 2% to 10% in the case of most of the Company's fund of funds vehicles) of the net realized income or gain as a carried interest after returning the invested capital, the allocation of preferred returns and return of certain fund costs (subject to catch-up provisions) from its corporate private equity and real assets funds. Carried interest is recognized upon appreciation of the funds' investment values above certain return hurdles set forth in each respective partnership agreement. The Company recognizes revenues attributable to performance fees based upon the amount that would be due pursuant to the fund partnership agreement at each period end as if the funds were terminated at that date. Accordingly, the amount recognized as unrealized performance fees reflects the Company's share of the gains and losses of the associated funds' underlying investments measured at their then-current fair values.

Carried interest is ultimately realized when: (i) an underlying investment is profitably disposed of, (ii) the fund's cumulative returns are in excess of the preferred return and (iii) the Company has decided to collect carry rather than return additional capital to limited partner investors. Realized carried interests may be required to be returned by the Company in future periods if the funds'

investment values decline below certain levels. When the fair value of a fund's investments falls below certain return hurdles, previously recognized performance fees are reversed. In all cases, each fund is considered separately in this regard, and for a given fund, performance fees can never be negative over the life of a fund. If upon a hypothetical liquidation of a fund's investments at their then current fair values, previously recognized and distributed carried interest would be required to be returned, a liability is established for the potential giveback obligation. As of September 30, 2011 and December 31, 2010, the Company has recognized $148.7 million and $119.6 million, respectively, for giveback obligations.

In addition to its performance fees from its corporate private equity and real assets funds, the Company is also entitled to receive performance fees from certain of its global market strategies funds and fund of funds vehicles when the return on assets under management exceeds certain benchmark returns or other performance targets. In such arrangements, performance fees are recognized when the performance benchmark has been achieved, and are included in performance fees in the accompanying condensed combined and consolidated statements of operations.

Investment Income (Loss)

Investment income (loss) represents the unrealized and realized gains and losses resulting from the Company's equity method investments and other principal investments. Investment income (loss) is realized when the Company redeems all or a portion of its investment or when the Company receives cash income, such as dividends or distributions. Unrealized investment income (loss) results from changes in the fair value of the underlying investment as well as the reversal of unrealized gain (loss) at the time an investment is realized.

Interest Income

Interest income is recognized when earned. Interest income earned by the Company was $8.2 million and $10.0 million for the nine months ended September 30, 2011 and 2010, respectively, and is included in interest and other income in the accompanying condensed combined and consolidated statements of operations. Interest income of the Consolidated Funds was $436.2 million and $303.2 million for the nine months ended September 30, 2011 and 2010, respectively, and is included in interest and other income of Consolidated Funds in the accompanying condensed combined and consolidated statements of operations.

Compensation and Benefits — Base Compensation

Compensation includes salaries, bonuses (discretionary awards and guaranteed amounts) and performance payment arrangements. Bonuses are accrued over the service period to which they relate. All payments made to Carlyle partners are accounted for as partnership distributions rather than as employee compensation.

Compensation and Benefits — Performance Fee Related

A portion of the performance fees earned is due to employees and advisors of the Company. These amounts are accounted for as compensation expense in conjunction with the recognition of the related performance fee revenue and, until paid, are recognized as a component of the accrued compensation and benefits liability. Accordingly, upon any reversal of performance fee revenue, the related compensation expense is also reversed. The Company recorded $54.5 million and $40.4 million of expense related to these arrangements for the nine months ended September 30, 2011 and 2010, respectively. The Company had a liability of $318.9 million and $305.8 million in

accrued compensation related to the portion of accrued performance fees due to employees and advisors as of September 30, 2011 and December 31, 2010, respectively.

Income Taxes

No provision has been made for U.S. federal income taxes in the accompanying condensed combined and consolidated financial statements since the Company is a group of pass-through entities for U.S. income tax purposes and its profits and losses are allocated to the partners who are individually responsible for reporting such amounts. Based on applicable foreign, state and local tax laws, the Company records a provision for income taxes for certain entities. Tax positions taken by the Company are subject to periodic audit by U.S. federal, state, local and foreign taxing authorities.

The Company uses the liability method of accounting for deferred income taxes pursuant to U.S. GAAP. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the carrying value of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using the statutory tax rates expected to be applied in the periods in which those temporary differences are settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the period of the change. A valuation allowance is recorded on the Company's net deferred tax assets when it is more likely than not that such assets will not be realized.

The Company analyzes its tax filing positions in all of the U.S. federal, state, local and foreign tax jurisdictions where it is required to file income tax returns, as well as for all open tax years in these jurisdictions. If, based on this analysis, the Company determines that uncertainties in tax positions exist, a liability is established. The Company recognizes accrued interest and penalties related to uncertain tax positions in the provision for income taxes within the condensed combined and consolidated statements of operations.

Non-controlling Interests in Consolidated Entities

Non-controlling interests in consolidated entities represent the component of equity in consolidated entities held by third-party investors. These interests are adjusted for general partner allocations and by subscriptions and redemptions in hedge funds which occur during the reporting period. Non-controlling interests related to hedge funds are subject to quarterly or monthly redemption by investors in these funds following the expiration of a specified period of time (typically one year), or may be withdrawn subject to a redemption fee during the period when capital may not be withdrawn. As limited partners in these types of funds have been granted redemption rights, amounts relating to third-party interests in such consolidated funds are presented as redeemable non-controlling interests in consolidated entities within the condensed combined and consolidated balance sheets. When redeemable amounts become legally payable to investors, they are classified as a liability and included in other liabilities of Consolidated Funds in the condensed combined and consolidated balance sheets.

Investments

Investments include (i) the Company's ownership interests (typically general partner interests) in the Funds, (ii) the investments held by the Consolidated Funds (all of which are presented at fair value in the Company's condensed combined and consolidated financial statements) and (iii) certain credit-oriented investments. The valuation procedures utilized for investments of the Funds vary depending on the nature of the investment. The fair value of investments in publicly-traded securities is based on the closing price of the security with adjustments to reflect appropriate discounts if the securities are subject to restrictions. Upon the sale of a security, the realized net gain

or loss is computed on a weighted average cost basis, with the exception of the CLOs, which compute the realized net gain or loss on a first in, first out basis. Securities transactions are recorded on a trade date basis.

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

When valuing private securities or assets without readily determinable market prices, the Company gives consideration to operating results, financial condition, economic and/or market events, recent sales prices and other pertinent information. These valuation procedures may vary by investment but include such techniques as comparable public market valuation, comparable acquisition valuation and discounted cash flow analysis. Because of the inherent uncertainty, these estimated values may differ significantly from the values that would have been used had a ready market for the investments existed, and it is reasonably possible that the difference could be material. Furthermore, there is no assurance that, upon liquidation, the Company will realize the values presented herein.

Equity-Method Investments

The Company accounts for all investments in the unconsolidated Funds in which it has significant influence using the equity method of accounting. The carrying value of equity-method investments is determined based on amounts invested by the Company, adjusted for the equity in earnings or losses of the Funds allocated based on the respective Fund partnership agreement, less distributions received. The Company evaluates its equity-method investments for impairment whenever events or changes in circumstances indicate that the carrying amounts of such investments may not be recoverable.

Cash and Cash Equivalents

Cash and cash equivalents include cash held at banks, cash received by the Company from investors for investments not yet purchased at period-end and cash held for distributions, including temporary investments with original maturities of less than six months when purchased. Included in cash and cash equivalents is cash withheld from carried interest distributions for potential giveback obligations of $67.6 million and $51.8 million at September 30, 2011 and December 31, 2010, respectively.

Cash and Cash Equivalents Held at Consolidated Funds

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

Restricted Cash

In addition to the unrestricted cash held for potential giveback obligations discussed above, the Company is required to withhold a certain portion of the carried interest proceeds from one of its corporate private equity funds to provide a reserve for potential giveback obligations. In connection with this agreement, cash and cash equivalents of $13.6 million and $14.9 million are included in restricted cash at September 30, 2011 and December 31, 2010, respectively. At September 30, 2011, the Company also had $8.2 million of restricted cash associated with the sale of certain assets from one

of its real estate funds. The remaining balance in restricted cash at September 30, 2011 primarily represents cash held by the Company's foreign subsidiaries due to certain government regulatory capital requirements.

Restricted Cash and Securities of Consolidated Funds

Certain CLOs receive cash from various counterparties to satisfy collateral requirements on derivative transactions. Cash received to satisfy these collateral requirements of $33.3 million and $34.8 million is included in restricted cash and securities of Consolidated Funds at September 30, 2011 and December 31, 2010, respectively.

Certain CLOs hold U.S. Treasury notes, Obligation Assimilable du Tresor Securities ("OATS") Strips, French government securities, guaranteed investment contracts and other highly liquid asset-backed securities as collateral for specific classes of loans payable in the CLOs. As of September 30, 2011 and December 31, 2010, securities of $59.4 million and $100.7 million are included in restricted cash and securities of Consolidated Funds.

Derivative Instruments

Derivative instruments are recognized at fair value in the condensed combined and consolidated balance sheets with changes in fair value recognized in the condensed combined and consolidated statements of operations for all derivatives not designated as hedging instruments. For all derivatives where hedge accounting is applied, effectiveness testing and other procedures to assess the ongoing validity of the hedges are performed at least quarterly. For instruments designated as cash flow hedges, the Company records changes in the estimated fair value of the derivative, to the extent that the hedging relationship is effective, in other comprehensive income (loss). If the hedging relationship for a derivative is determined to be ineffective, due to changes in the hedging instrument or the hedged items, the fair value of the portion of the hedging relationship determined to be ineffective will be recognized as a gain or loss in the condensed combined and consolidated statements of operations.

Fixed Assets

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

Intangible Assets and Goodwill

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

Goodwill represents the excess of cost over the identifiable net assets of businesses acquired and is recorded in the functional currency of the acquired entity. Goodwill is recognized as an asset and

is reviewed for impairment annually as of October 1st and between annual tests when events and circumstances indicate that impairment may have occurred.

Due to Carlyle Partners

The Company recognizes a distribution from capital and distribution payable to the individual Carlyle partners when services are rendered and carried interest allocations are earned. Also included are certain amounts due to partners related to the acquisition of Claren Road Asset Management, LLC, its subsidiaries, and Claren Road Capital, LLC (collectively, "Claren Road"), AlpInvest and ESG. Any unpaid distributions, which reflect the Company's obligation to those partners, are presented as due to Carlyle partners in the accompanying condensed combined and consolidated balance sheets.

Deferred Revenue

Deferred revenue represents management fees and other revenue received prior to the balance sheet date, which have not yet been earned.

Comprehensive Income

Comprehensive income consists of net income and other comprehensive income. The Company's other comprehensive income is comprised of unrealized gains and losses on cash flow hedges and foreign currency translation adjustments.

Foreign Currency Translation

Non-U.S. dollar denominated assets and liabilities are translated at period-end rates of exchange, and the condensed combined and consolidated statements of operations are translated at rates of exchange in effect throughout the period. Foreign currency gains resulting from transactions outside of the functional currency of an entity of $8.0 million and $21.1 million for the nine months ended September 30, 2011 and 2010, respectively, are included in general, administrative and other expenses in the condensed combined and consolidated statements of operations.

Recent Accounting Pronouncements

In May 2011, the FASB amended its guidance for fair value measurements and disclosures to converge U.S. GAAP and International Financial Reporting Standards ("IFRS"). The amended guidance, included in ASU 2011-04, *"Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP,"* is effective for the Company for its annual reporting period beginning after December 15, 2011. The amended guidance is generally clarifying in nature, but does change certain existing measurement principles in ASC 820 and requires additional disclosure about fair value measurements and unobservable inputs. The Company has not completed its assessment of the impact of this amended guidance, but does not expect the adoption to have a material impact on the Company's financial statements.

In June 2011, the FASB amended its guidance on the presentation of comprehensive income. This guidance eliminates the option to report other comprehensive income and its components in the consolidated statement of changes in equity. An entity may elect to present items of net income and other comprehensive income in one continuous statement, referred to as the statement of comprehensive income, or in two separate, but consecutive, statements. Each component of net income and of other comprehensive income needs to be displayed under either alternative. This guidance is effective for interim and annual periods beginning after December 15, 2011. The

Company adopted this guidance as of January 1, 2012, and the adoption did not have a material impact on the Company's financial statements.

In September 2011, the FASB amended its guidance for testing goodwill for impairment by allowing an entity to use a qualitative approach to test goodwill for impairment. The amended guidance, included in ASU 2011-08, *"Testing Goodwill for Impairment"* is effective for the Company for its annual reporting period beginning after December 15, 2011. The amended guidance is intended to reduce complexity and costs by allowing an entity the option to make a qualitative evaluation about the likelihood of goodwill impairment to determine whether it should calculate the fair value of a reporting unit. The Company has not completed its assessment of the impact of this amended guidance, but does not expect the adoption to have a material impact on the Company's financial statements.

3. Acquisitions and Acquired Intangible Assets

Acquisition of AlpInvest and ESG

On July 1, 2011, the Company completed the acquisition of a 60% equity interest in AlpInvest for total purchase consideration of approximately €138.4 million ($199.3 million as of July 1, 2011), including the amount contributed by the 40% non-controlling interest holders. The Company consolidated the financial position and results of operations of AlpInvest effective July 1, 2011 and accounted for this transaction as a business combination. The Company also consolidated certain AlpInvest-managed funds effective July 1, 2011. The funds that are consolidated have assets totaling approximately $7.8 billion at September 30, 2011, which are included in investments of Consolidated Funds in the accompanying condensed combined and consolidated financial statements.

On July 1, 2011, the Company acquired 55% of ESG. The purchase price consisted of $45.0 million in cash, an ownership interest in the Company and performance-based contingent payments of up to $110.5 million, which is the maximum amount of additional consideration that could be paid, of which $73.5 million would be payable within five years of closing and $37.0 million would be payable by year six. The 45% interest entitles the holders, while employed by ESG, to 45% of the net cash flow profits from ESG, which is accounted for as a compensatory award. The Company consolidated the financial position and results of operations of ESG effective July 1, 2011 and accounted for this transaction as a business combination. The Company also consolidated four ESG-managed funds effective July 1, 2011 and one additional ESG-managed fund for which it obtained control during the three months ended September, 30, 2011. The funds that are consolidated have assets totaling approximately $586.3 million at September 30, 2011, which are included in investments of Consolidated Funds in the accompanying condensed combined and consolidated financial statements.

The acquisition-date fair value of the consideration transferred for the AlpInvest and ESG acquisitions, and the estimated fair values of the assets acquired, liabilities assumed, and non-controlling interests at the acquisition date for the acquisitions, are as follows:

	AlpInvest	ESG
	(Dollars in millions)	
Acquisition-date fair value of consideration transferred		
Cash	$ 183.8	$ 45.0
Equity interests and other contingent consideration	15.5	67.4
Total	$ 199.3	$ 112.4
Estimated fair value of assets acquired, liabilities assumed, and non-controlling interests		
Cash and receivables	$ 169.0	$ 11.3
Investments and accrued performance fees	216.6	25.0
Net fixed assets and other assets	9.6	0.1
Finite-lived intangible assets — contractual rights	70.6	88.0
Finite-lived intangible assets — trademarks	1.4	1.5
Goodwill(1)	9.8	28.0
Assets of Consolidated Funds	8,555.5	398.1
Accrued expenses and accrued compensation and benefits	(233.3)	(11.7)
Deferred tax liabilities	(60.6)	(1.1)
Liabilities of Consolidated Funds	(62.8)	(36.3)
Due to Carlyle partners	—	(23.6)
Redeemable non-controlling interest in consolidated entities	—	(366.9)
Non-controlling interest in consolidated entities	(8,476.5)	—
Total	$ 199.3	$ 112.4

(1) Goodwill recognized in connection with the acquisitions reflects the excess of the purchase price over the fair value of the tangible assets acquired and liabilities assumed and is not deductible for tax purposes. The goodwill arising from the AlpInvest and ESG acquisitions is included in the Company's Fund of Funds Solutions and Global Market Strategies segments, respectively.

The fair value of the equity interests in the Company (in the form of limited partner interests in the Company) was based on both the contractual terms of the interests and an assumed enterprise valuation of the Company of approximately $10 billion. In valuing the Company for this purpose, a discounted cash-flow approach was utilized to assess the value of various cash-flow streams of the Company. In addition, a market multiple approach was utilized to corroborate on a macro basis the results of the discounted cash-flow approach. The fair value of the contingent consideration was based on probability-weighted discounted cash flow models. The contingent consideration associated with the AlpInvest acquisition relates to potential carried interest in certain existing AlpInvest funds that will be payable to the AlpInvest sellers if such carried interest is realized. In determining the acquisition-date fair value, the Company considered the expected carried interest to be realized, the potential variability of the amount of carried interest, and the expected timing of the realization. The acquisition-date fair value of the contingent consideration was $15.5 million and $60.4 million for the AlpInvest and ESG acquisitions, respectively. Of the total contingent consideration of $75.9 million, $56.2 million was recorded in due to Carlyle partners (related to amounts payable to the ESG sellers who are now partners of the Company) and $19.7 million was recorded in accounts payable, accrued expenses and other liabilities.

These fair value measurements are based on significant inputs not observable in the market and thus represent Level III measurements as defined in the accounting guidance for fair value measurement. As of September 30, 2011, the fair value of the contingent consideration payable to the ESG sellers who are now partners of the Company was $58.8 million and has been included in due to Carlyle partners in the accompanying condensed combined and consolidated balance sheets. Changes in the fair value of these amounts of $2.6 million for the three months ended September 30, 2011 are recorded in members' equity in the condensed combined and consolidated balance sheets. As of September 30, 2011, the fair value of contingent consideration payable to non-Carlyle partners was $13.8 million and has been included in accounts payable, accrued expenses and other liabilities in the accompanying condensed combined and consolidated balance sheets. Changes in the fair value of the contingent consideration payable to non-Carlyle partners of $5.9 million for the three months ended September 30, 2011 are recorded in other non-operating expenses in the condensed combined and consolidated statements of operations. Refer to Note 4 for additional disclosures related to the fair value of these instruments as of September 30, 2011.

The following supplemental information presents, on an unaudited pro forma basis, the impact to the Company's combined and consolidated financial results for the periods presented as if the AlpInvest and ESG acquisitions had been consummated as of January 1, 2010. The pro forma combined and consolidated financial results for the year ended December 31, 2010 also include the pro forma impact of the Company's acquisition of Claren Road on December 31, 2010 as if that acquisition had been consummated as of January 1, 2010 (refer to Note 3 of the Company's combined and consolidated financial statements for the year ended December 31, 2010 for a complete description of the Claren Road acquisition).

	Nine Months Ended September 30, 2011(1)	Year Ended December 31, 2010
	(Dollars in millions)	
Total revenues	**$ 2,212.7**	$ 3,284.1
Net income attributable to Carlyle Group	**$ 951.4**	$ 1,550.0

(1) Total revenues and net income attributable to Carlyle include $79.8 million and $31.8 million, respectively, from AlpInvest and ESG since the acquisition dates.

Acquisition of Claren Road

On December 31, 2010, the Company acquired Claren Road, a credit hedge fund manager. The Company consolidates the financial position and results of operations of Claren Road effective December 31, 2010, and has accounted for this transaction as a business combination in the accompanying condensed combined and consolidated financial statements. The Company also consolidated two Claren Road-managed hedge funds effective December 31, 2010. At December 31, 2010, these hedge funds had assets totaling $767.9 million. For a complete description of this acquisition, please refer to Note 3 of the Company's combined and consolidated financial statements for the year ended December 31, 2010.

The contingently issuable equity interests are subject to annual performance conditions over a period of four years and, once issued, may be redeemed for cash under certain circumstances. The fair value of the contingently issuable equity interests payable to the Claren Road sellers who are now partners of the Company is based primarily on an enterprise valuation of the Company. The fair value of other contingent consideration is based on probability-weighted discounted cash flow models. These fair value measurements are based on significant inputs not observable in the market

and thus represent Level III measurements as defined in the accounting guidance for fair value measurement. The fair value of the contingently issuable equity interest of $48.2 million and the fair value of the contingent consideration payable to the Claren Road sellers who are now partners of the Company of $32.6 million have been recorded as due to Carlyle partners in the accompanying condensed combined and consolidated balance sheets. Changes in the fair value of these amounts of $4.1 million for the nine months ended September 30, 2011 are recorded in members' equity in the condensed combined and consolidated balance sheets. The fair value of contingent consideration payable to non-Carlyle partners of $22.1 million is included in accounts payable, accrued expenses and other liabilities in the accompanying condensed combined and consolidated balance sheets. Changes in the fair value of the contingent consideration payable to non-Carlyle partners of $3.8 million for the nine months ended September 30, 2011 are recorded in other non-operating expenses in the condensed combined and consolidated statements of operations. Refer to Note 4 for additional disclosures related to the fair value of these instruments as of September 30, 2011 and December 31, 2010.

Acquisition of CLO Management Contracts

In August, 2011, the Company purchased a management contract relating to a CLO managed by Foothill for approximately $8.6 million in cash. In August 2010, the Company purchased CLO management contracts from Stanfield Capital Partners, LLC for cash consideration of $50.6 million in cash. In December 2010, the Company purchased CLO management contracts from Mizuho Alternative Investment, LLC for cash consideration of $12.2 million. The acquired contractual rights are finite-lived intangible assets. Pursuant to the accounting guidance for consolidation, these CLOs are required to be consolidated and the results of the acquired CLOs have been included in the combined and consolidated statements of operations since their acquisition. These transactions were accounted for as asset acquisitions.

Intangible Assets

The following table summarizes the carrying amount of intangible assets as of September 30, 2011 and December 31, 2010:

	As of	
	September 30, 2011	**December 31, 2010**
	(Dollars in millions)	
Acquired contractual rights	**$ 610.6**	$ 448.0
Acquired trademarks	**6.9**	4.0
Accumulated amortization	**(46.5)**	(3.6)
Finite-lived intangible assets, net	**571.0**	448.4
Goodwill(1)	**37.3**	—
Intangible assets, net	**$ 608.3**	$ 448.4

(1) Included in this balance is goodwill of €6.8 million as of September 30, 2011, related to the acquisition of AlpInvest.

Intangible asset amortization expense was $42.9 million and $1.5 million for the nine months ended September 30, 2011 and 2010, respectively, and is included in general, administrative, and other expenses in the condensed combined and consolidated statements of operations.

The following table summarizes the estimated amortization expense for 2011 through 2015 and thereafter (Dollars in millions):

2011	$ 60.8
2012	71.2
2013	71.2
2014	70.9
2015	68.3
Thereafter	271.5
	$ 613.9

4. Fair Value Measurement

The fair value measurement accounting guidance establishes a hierarchal disclosure framework which ranks the observability of market price inputs used in measuring financial instruments at fair value. The observability of inputs is impacted by a number of factors, including the type of financial instrument, the characteristics specific to the financial instrument and the state of the marketplace, including the existence and transparency of transactions between market participants. Financial instruments with readily available quoted prices, or for which fair value can be measured from quoted prices in active markets, will generally have a higher degree of market price observability and a lesser degree of judgment applied in determining fair value.

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

Level I — inputs to the valuation methodology are quoted prices available in active markets for identical instruments as of the reporting date. The type of financial instruments included in Level I include unrestricted securities, including equities and derivatives, listed in active markets. The Company does not adjust the quoted price for these instruments, even in situations where the Company holds a large position and a sale could reasonably impact the quoted price.

Level II — inputs to the valuation methodology are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date. The type of financial instruments in this category includes less liquid and restricted securities listed in active markets, securities traded in other than active markets, government and agency securities, and certain over-the-counter derivatives where the fair value is based on observable inputs. Investments in hedge funds are classified in this category when their net asset value is redeemable without significant restriction.

Level III — inputs to the valuation methodology are unobservable and significant to overall fair value measurement. The inputs into the determination of fair value require significant management judgment or estimation. Financial instruments that are included in this category include investments in privately-held entities, non-investment grade residual interests in securitizations, collateralized loan obligations, and certain over-the-counter derivatives where the fair value is based on unobservable inputs. Investments in fund of funds are generally included in this category.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the determination of which category within the fair value hierarchy is appropriate for any given financial instrument is based on the lowest level of input that is

significant to the fair value measurement. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the financial instrument.

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

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

Corporate Private Equity Investments — The fair values of corporate private equity investments are determined by reference to projected net earnings, earnings before interest, taxes, depreciation and amortization ("EBITDA"), the discounted cash flow method, public market or private transactions, valuations for comparable companies and other measures which, in many cases, are unaudited at the time received. Valuations may be derived by reference to observable valuation measures for comparable companies or transactions (e.g., multiplying a key performance metric of the investee company such as EBITDA by a relevant valuation multiple observed in the range of comparable companies or transactions), adjusted by management for differences between the investment and the referenced comparables, and in some instances by reference to option pricing models or other similar models. Certain fund investments in our real assets, global market strategies and fund of funds solutions segments are comparable to corporate private equity and are valued in accordance with these policies.

Real Estate Investments — The fair values of real estate investments are determined by considering projected operating cash flows, sales of comparable assets, if any, and replacement costs, among other measures. The methods used to estimate the fair value of real estate investments include the discounted cash flow method and/or capitalization rates ("cap rates") analysis. Valuations may be derived by reference to observable valuation measures for comparable assets (e.g., multiplying a key performance metric of the investee asset, such as net operating income, by a relevant cap rate observed in the range of comparable transactions), adjusted by management for differences between the investment and the referenced comparables, and in some instances by reference to pricing models or other similar methods. Additionally, where applicable, projected distributable cash flow through debt maturity will also be considered in support of the investment's carrying value.

Credit-Oriented Investments — The fair values of credit-oriented investments are generally determined on the basis of prices between market participants provided by reputable dealers or pricing services. Specifically, for investments in distressed debt and corporate loans and bonds, the fair values are generally determined by valuations of comparable investments. In some instances, the Company may utilize other valuation techniques, including the discounted cash flow method.

CLO Investments and CLO Loans Payable — The Company has elected the fair value option to measure the loans payable of the CLOs at fair value subsequent to the date of initial adoption of the new consolidation rules, as the Company has determined that measurement of the loans payable and preferred shares issued by the CLOs at fair value better correlates with the value of the assets held by the CLOs, which are held to provide the cash flows for the note obligations. The investments of the CLOs are also carried at fair value.

The fair values of the CLO loan and bond assets were primarily based on quotations from reputable dealers or relevant pricing services. In situations where valuation quotations are unavailable, the assets are valued based on similar securities, market index changes, and other factors. The Company corroborates quotations from pricing services either with other available pricing data or with its own models.

The fair values of the CLO loans payable and the CLO structured asset positions were determined based on both discounted cash flow analyses and third-party quotes. Those analyses considered the position size, liquidity, current financial condition of the CLOs, the third-party financing environment, reinvestment rates, recovery lags, discount rates, and default forecasts and is compared to broker quotations from market makers and third party dealers.

Generally, the bonds and loans in the CLOs are not actively traded and are classified as Level III.

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

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of September 30, 2011:

	Level I	Level II	Level III	Total
	(Dollars in millions)			
Assets				
Investments of Consolidated Funds:				
Equity securities	$ 969.8	$ 1.9	$ 1,903.3	$ 2,875.0
Bonds	—	—	551.1	551.1
Loans	—	—	10,486.0	10,486.0
Partnership and LLC interests(1)	8.6	—	4,382.7	4,391.3
Hedge funds	—	1,806.7	—	1,806.7
Other	—	6.3	31.6	37.9
	$ 978.4	$ 1,814.9	$ 17,354.7	$ 20,148.0
Trading securities and other	—	—	27.4	27.4
Restricted securities of Consolidated Funds	59.4	—	—	59.4
Total	$ 1,037.8	$ 1,814.9	$ 17,382.1	$ 20,234.8
Liabilities				
Loans payable of the CLOs	$ —	$ —	$ 10,098.9	$ 10,098.9
Interest rate swap	—	5.7	—	5.7
Derivative instruments of the CLOs	—	—	0.2	0.2
Subordinated loan payable to affiliate	—	—	520.0	520.0
Earnouts(2)	—	—	127.3	127.3
Contingent equity(3)	—	—	48.2	48.2
Total	$ —	$ 5.7	$ 10,794.6	$ 10,800.3

(1) Included in this balance are investments totaling $4,378.4 million related to Fund Investments that the Company consolidates one fiscal quarter in arrears.

(2) Related to the acquisitions of Claren Road, AlpInvest and ESG (see Note 3).

(3) Related to the acquisition of Claren Road (see Note 3).

The following table summarizes the Company's assets and liabilities measured at fair value on a recurring basis by the above fair value hierarchy levels as of December 31, 2010:

	Level I	Level II	Level III	Total
			(Dollars in millions)	
Assets				
Investments of Consolidated Funds:				
Equity securities	$ 9.5	$ 166.0	$ 36.8	$ 212.3
Bonds	—	—	460.3	460.3
Loans	—	—	10,433.5	10,433.5
Partnership and LLC interests	—	5.7	14.8	20.5
Hedge funds	—	698.5	—	698.5
Other	—	5.6	33.9	39.5
	$ 9.5	$ 875.8	$ 10,979.3	$ 11,864.6
Trading securities and other	—	—	21.8	21.8
Restricted securities of Consolidated Funds	100.7	—	—	100.7
Total	$ 110.2	$ 875.8	$ 11,001.1	$ 11,987.1
Liabilities				
Loans payable of the CLOs	$ —	$ —	$ 10,418.5	$ 10,418.5
Interest rate swap	—	8.5	—	8.5
Derivative instruments of the CLOs	—	—	1.9	1.9
Subordinated loan payable to affiliate	—	—	494.0	494.0
Earnouts(1)	—	—	43.7	43.7
Contingent equity(1)	—	—	51.3	51.3
Total	$ —	$ 8.5	$ 11,009.4	$ 11,017.9

(1) Related to acquisition of Claren Road (see Note 3).

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

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

	Financial Assets Nine Months Ended September 30, 2011						
	Investments of Consolidated Funds						
	Equity Securities	Bonds	Loans	Partnership and LLC Interests	Other	Trading Securities and Other	Total
Balance, beginning of period	**$ 36.8**	**$ 460.3**	**$ 10,433.5**	**$ 14.8**	**$ 33.9**	**$ 21.8**	**$ 11,001.1**
Initial consolidation of the CLOs and AlpInvest	**2,336.4**	**13.6**	**1,286.9**	**4,378.4**	**—**	**0.4**	**8,015.7**
Transfers out(1)	**(4.4)**	**—**	**—**	**(8.3)**	**—**	**—**	**(12.7)**
Purchases	**81.2**	**361.8**	**4,423.6**	**—**	**—**	**2.5**	**4,869.1**
Sales	**(22.4)**	**(282.2)**	**(1,805.6)**	**(0.2)**	**(14.2)**	**(0.2)**	**(2,124.8)**
Settlements	**(10.7)**	**(2.8)**	**(3,642.9)**	**—**	**—**	**—**	**(3,656.4)**
Realized and unrealized gains (losses), net	**(513.6)**	**0.4**	**(209.5)**	**(2.0)**	**11.9**	**2.9**	**(709.9)**
Balance, end of period	**$ 1,903.3**	**$ 551.1**	**$ 10,486.0**	**$ 4,382.7**	**$ 31.6**	**$ 27.4**	**$ 17,382.1**
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	**$ (270.2)**	**$ (11.4)**	**$ (396.5)**	**$ (1.9)**	**$ 12.4**	**$ 2.9**	**$ (664.7)**

	Financial Assets Nine Months Ended September 30, 2010						
	Investments of Consolidated Funds						
	Equity Securities	Bonds	Loans	Partnership and LLC Interests	Other	Trading Securities and Other	Total
Balance, beginning of period	$ 98.9	$ —	$ —	$ 50.5	$ 14.5	$ 43.9	$ 207.8
Initial consolidation of the CLOs(2)	21.7	577.2	11,247.8	—	113.4	(19.0)	11,941.1
Transfers out(1)	(208.1)	—	—	(10.6)	(10.5)	—	(229.2)
Purchases	3.9	106.3	1,785.9	6.9	—	—	1,903.0
Sales	(22.7)	(255.7)	(3,514.6)	(10.1)	(28.3)	(7.8)	(3,839.2)
Realized and unrealized gains (losses), net	152.0	5.3	(157.5)	(19.6)	(54.7)	3.9	(70.6)
Balance, end of period	$ 45.7	$ 433.1	$ 9,361.6	$ 17.1	$ 34.4	$ 21.0	$ 9,912.9
Changes in unrealized gains (losses) included in earnings related to financial assets still held at the reporting date	$ 28.9	$ (14.6)	$ 149.7	$ (15.5)	$ (38.9)	$ 1.3	$ 110.9

1) Transfers out of Level III financial assets were due to changes in the observability of market inputs used in the valuation of such assets. Transfers are measured as of the beginning of the quarter in which the transfer occurs.

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

2) Beginning January 1, 2010, the Company consolidated the CLOs (excluding certain CLOs that were consolidated beginning in August 2010 and December 2010 upon their acquisition). The Company's investment in these CLOs of $19.0 million has been eliminated in the condensed combined and consolidated balance sheets on January 1, 2010.

	Financial Liabilities Nine Months Ended September 30, 2011					
	Loans Payable of the CLOs	Derivative Instruments of the CLOs	Subordinated Loan Payable to Affiliate	Earnouts	Contingent Equity	Total
Balance, beginning of period	**$ 10,418.5**	**$ 1.9**	**$ 494.0**	**$ 43.7**	**$ 51.3**	**$ 11,009.4**
Initial consolidation of the CLOs	**453.0**	**—**	**—**	**—**	**—**	**453.0**
Issuances	**—**	**—**	**—**	**60.4**	**—**	**60.4**
Borrowings	**510.5**	**—**	**—**	**—**	**—**	**510.5**
Paydowns	**(1,517.7)**	**(0.1)**	**—**	**—**	**—**	**(1,517.8)**
Sales	**—**	**(3.0)**	**—**	**—**	**—**	**(3.0)**
Realized and unrealized (gains) losses, net	**234.6**	**1.4**	**26.0**	**13.8**	**(3.1)**	**272.7**
Balance, end of period	**$ 10,098.9**	**$ 0.2**	**$ 520.0**	**$ 117.9**	**$ 48.2**	**$ 10,785.2**
Changes in unrealized (gains) losses included in earnings related to financial liabilities still held at the reporting date	**$ 44.2**	**$ (0.1)**	**$ 26.0**	**$ 4.0**	**$ —**	**$ 74.1**

	Financial Liabilities Nine Months Ended September 30, 2010					
	Loans Payable of the CLOs	Derivative Instruments of the CLOs	Subordinated Loan Payable to Affiliate	Earnouts	Contingent Equity	Total
Balance, beginning of period	$ —	$ —	$ —	$ —	$ —	$ —
Initial consolidation of the CLOs	11,372.6	—	—	—	—	11,372.6
Borrowings	1.5	—	—	—	—	1.5
Paydowns	(2,085.2)	(0.1)	—	—	—	(2,085.3)
Realized and unrealized (gains) losses, net	(261.4)	1.7	—	—	—	(259.7)
Balance, end of period	$ 9,027.5	$ 1.6	$ —	$ —	$ —	$ 9,029.1
Changes in unrealized losses included in earnings related to financial liabilities still held at the reporting date	$ 2.5	$ 2.3	$ —	$ —	$ —	$ 4.8

Total realized and unrealized gains and losses included in earnings for Level III investments for trading securities are included in investment income, and such gains and losses for investments of Consolidated Funds and loans payable and derivative instruments of the CLOs are included in net investment losses of Consolidated Funds in the condensed combined and consolidated statements of operations.

5. Investments

Investments and Accrued Performance Fees

Investments consist of the following:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Accrued performance fees	**$ 2,149.1**	$ 2,216.6
Equity method investments, excluding accrued performance fees	**413.4**	355.9
Trading securities, at fair value	**27.4**	21.8
Total investments	**$ 2,589.9**	$ 2,594.3

Performance Fees

The components of accrued performance fees are as follows:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Corporate Private Equity	**$ 1,536.2**	$ 1,823.8
Real Assets	**213.3**	208.3
Global Market Strategies	**202.9**	184.5
Fund of Funds Solutions	**196.7**	—
Total	**$ 2,149.1**	$ 2,216.6

Accrued performance fees are shown gross of the Company's accrued giveback obligations, which are separately presented in the condensed combined and consolidated balance sheets. The components of the accrued giveback obligations are as follows:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Corporate Private Equity	**$ (96.8)**	$ (70.2)
Real Assets	**(50.7)**	(48.2)
Global Market Strategies	**(1.2)**	(1.2)
Total	**$ (148.7)**	$ (119.6)

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

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Corporate Private Equity	**$ 509.7**	$ 243.9
Real Assets	**83.0**	8.6
Global Market Strategies	**143.7**	60.7
Fund of Funds Solutions	**0.1**	—
Total	**$ 736.5**	$ 313.2

Approximately 9% and 31% of accrued performance fees at September 30, 2011 and December 31, 2010, respectively, are related to an investment in China Pacific Insurance (Group) Co. Ltd., a publicly-traded foreign company by Carlyle Asia Partners L.P., a corporate private equity fund and related external co-investments. Performance fees from this investment were $(82.8) million and $67.2 million of total performance fees for the nine months ended September 30, 2011 and 2010, respectively.

Approximately 52% and 29% of accrued performance fees at September 30, 2011 and December 31, 2010, respectively, are related to Carlyle Partners IV, L.P. and Carlyle Partners V, L.P., two of the Company's corporate private equity funds. Performance fees from these funds were $675.6 million and $66.9 million, respectively, of total performance fees for the nine months ended September 30, 2011 and 2010, respectively. Total revenues recognized from Carlyle Partners IV, L.P. and Carlyle Partners V, L.P. were $349.6 million and $529.4 million, respectively, for the nine months ended September 30, 2011.

Approximately 2% of accrued performance fees at December 31, 2010 are related to Carlyle Asia Partners II, L.P., a corporate private equity fund. There were no accrued performance fees related to this fund at September 30, 2011. Performance fees from this fund were $(82.1) million for the nine months ended September 30, 2011. There were no performance fees from this fund for the nine months ended September 30, 2010.

Approximately 2% of accrued performance fees at September 30, 2011 and December 31, 2010 are related to the Claren Road Credit Master Fund, one of the Company's global market strategies hedge funds. Performance fees from this fund were $74.5 million for the nine months ended September 30, 2011. There were no performance fees from this fund for nine months ended September 30, 2010.

Equity-Method Investments

The Company holds investments in its unconsolidated funds, typically as general partner interests, which are accounted for under the equity method. Investments are related to the following segments:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Corporate Private Equity	**$ 224.8**	$ 228.9
Real Assets	**176.6**	117.5
Global Market Strategies	**12.0**	9.5
Total	**$ 413.4**	$ 355.9

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

The Company's equity method investments include its fund investments in Corporate Private Equity, Real Assets, and Global Market Strategies, which are not consolidated but in which Carlyle exerts significant influence. The summarized financial information of the Company's equity method investments is as follows (Dollars in millions):

	Corporate Private Equity For the Nine Months Ended September 30,		Real Assets For the Nine Months Ended September 30,		Global Market Strategies For the Nine Months Ended September 30,		Aggregate Totals For the Nine Months Ended September 30,	
	2011	2010	2011	2010	2011	2010	2011	2010
Statement of income information								
Investment income	**$ 253.7**	$ 306.0	**$ 393.3**	$ 355.0	**$ 90.2**	$ 49.9	**$ 737.2**	$ 710.9
Expenses	**368.0**	444.0	**299.2**	299.0	**30.9**	11.3	**698.1**	754.3
Net investment income (loss)	**(114.3)**	(138.0)	**94.1**	56.0	**59.3**	38.6	**39.1**	(43.4)
Net realized and unrealized gain	**2,583.3**	5,056.0	**1,063.3**	903.0	**19.1**	141.7	**3,665.7**	6,100.7
Net income	**$ 2,469.0**	$ 4,918.0	**$ 1,157.4**	$ 959.0	**$ 78.4**	$ 180.3	**$ 3,704.8**	$ 6,057.3

Equity-Method Investments

	Corporate Private Equity		Real Assets		Global Market Strategies		Aggregate Totals	
	September 30, 2011	December 31, 2010	September 30, 2011	December 31, 2010	September 30, 2011	December 31, 2010	September 30, 2011	December 31, 2010
Balance sheet information								
Investments	**$ 33,610.0**	$ 35,697.6	**$ 19,732.7**	$ 19,665.7	**$ 1,903.1**	$ 2,357.7	**$ 55,245.8**	$ 57,721.0
Total assets	**$ 35,113.9**	$ 41,232.6	**$ 20,464.4**	$ 20,535.5	**$ 2,074.6**	$ 2,554.4	**$ 57,652.9**	$ 64,322.5
Debt	**$ 75.2**	$ 115.1	**$ 1,468.4**	$ 867.9	**$ 70.0**	$ —	**$ 1,613.6**	$ 983.0
Other liabilities	**$ 188.5**	$ 444.3	**$ 591.1**	$ 504.3	**$ 43.1**	$ 43.9	**$ 822.7**	$ 992.5
Total liabilities	**$ 263.7**	$ 559.4	**$ 2,059.5**	$ 1,372.2	**$ 113.1**	$ 43.9	**$ 2,436.3**	$ 1,975.5
Partners' capital	**$ 34,850.2**	$ 40,673.2	**$ 18,404.9**	$ 19,163.3	**$ 1,961.5**	$ 2,510.5	**$ 55,216.6**	$ 62,347.0

Investment Income

The components of investment income are as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Income from equity investments	**$ 51.7**	$ 38.0
Income from trading securities	**4.7**	2.6
Other investment income	**0.2**	2.7
Total	**$ 56.6**	$ 43.3

Carlyle's income from its equity-method investments is included in investment income in the condensed combined and consolidated statements of operations and consists of:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Corporate Private Equity	**$ 40.0**	$ 33.8
Real Assets	**11.1**	2.5
Global Market Strategies	**0.6**	1.7
Total	**$ 51.7**	$ 38.0

Trading Securities and Other Investments

Trading securities as of September 30, 2011 and December 31, 2010 primarily consisted of $27.4 million and $21.8 million, respectively, of investments in corporate mezzanine securities, bonds and warrants.

Investments of Consolidated Funds

The following table presents a summary of the investments held by the Consolidated Funds. Investments held by the Consolidated Funds do not represent the investments of all Carlyle sponsored funds. The table below presents investments as a percentage of investments of Consolidated Funds (Dollars in millions):

Geographic Region/Instrument Type/Industry Description or Investment Strategy	Fair Value		Percentage of Investments of Consolidated Funds	
	September 30, 2011	December 31, 2010	September 30, 2011	December 31, 2010
	(Dollars in millions)			
United States				
Equity securities:				
Aerospace and defense	**$ 135.2**	$ 166.0	**0.67%**	1.40%
Healthcare	**47.1**	0.1	**0.23%**	0.00%
Manufacturing	**394.8**	—	**1.96%**	0.00%
Retail trade	**147.9**	—	**0.73%**	0.00%
Technology	**588.1**	—	**2.92%**	0.00%
Other	**349.0**	—	**1.73%**	0.00%
Total equity securities (cost of $2,336.2 and $120.3 at September 30, 2011 and December 31, 2010, respectively)	**1,662.1**	166.1	**8.24%**	1.40%
Partnership and LLC interests:				
Real estate	**12.9**	20.5	**0.06%**	0.17%
Fund investments	**2,683.0**	—	**13.32%**	0.00%
Total Partnership and LLC interests (cost of $2,653.9 and $23.1 at September 30, 2011 and December 31, 2010, respectively)	**2,695.9**	20.5	**13.38%**	0.17%
Loans:				
Manufacturing	**128.0**	—	**0.64%**	0.00%
Other	**267.5**	—	**1.33%**	0.00%
Total loans (cost of $439.9 at September 30, 2011)	**395.5**	—	**1.97%**	0.00%
Other:				
Real estate	**6.3**	5.6	**0.03%**	0.05%
Total other (cost of $3.8 at September 30, 2011 and December 31, 2010)	**6.3**	5.6	**0.03%**	0.05%
Total investment in hedge funds	**1,806.7**	698.5	**8.97%**	5.89%
Assets of the CLOs				
Bonds	**252.0**	242.1	**1.25%**	2.04%
Equity	**29.5**	37.3	**0.15%**	0.31%
Loans	**7,118.1**	7,636.0	**35.33%**	64.36%
Other	**0.1**	0.2	**0.00%**	0.00%
Total assets of the CLOs (cost of $7,845.7 and $8,031.2 at September 30, 2011 and December 31, 2010, respectively)	**7,399.7**	7,915.6	**36.73%**	66.71%
Total United States	**$ 13,966.2**	$ 8,806.3	**69.32%**	74.22%

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

Geographic Region/Instrument Type/Industry Description or Investment Strategy	Fair Value		Percentage of Investments of Consolidated Funds	
	September 30, 2011	December 31, 2010	September 30, 2011	December 31, 2010
	(Dollars in millions)			
Canada				
Equity securities:				
Other	**$ 9.0**	$ —	**0.04%**	0.00%
Total equity securities (cost of $6.4 at September 30, 2011)	**9.0**	—	**0.04%**	0.00%
Partnership and LLC interests:				
Fund investments	**50.7**	—	**0.25%**	0.00%
Total Partnership and LLC interests (cost of $118.6 at September 30, 2011)	**50.7**	—	**0.25%**	0.00%
Loans:				
Transportation and Warehousing	**8.8**	—	**0.04%**	0.00%
Total loans (cost of $10.0 at September 30, 2011)	**8.8**	—	**0.04%**	0.00%
Assets of the CLOs				
Bonds	**13.5**	8.0	**0.07%**	0.07%
Loans	**81.2**	51.3	**0.40%**	0.43%
Total assets of the CLOs (cost of $98.9 and $59.3 at September 30, 2011 and December 31, 2010, respectively)	**94.7**	59.3	**0.47%**	0.50%
Total Canada	**$ 163.2**	$ 59.3	**0.80%**	0.50%
Europe				
Equity securities:				
Manufacturing	**$ 390.0**	$ —	**1.94%**	0.00%
Retail trade	**139.5**	—	**0.69%**	0.00%
Information	**113.4**	—	**0.56%**	0.00%
Professional, Scientific, Technical Services	**113.1**	—	**0.56%**	0.00%
Adm. Support, Waste Mgmt, Remediate Services	**108.6**	—	**0.54%**	0.00%
Other	**211.8**	—	**1.05%**	0.00%
Total equity securities (cost of $1,357.9 at September 30, 2011)	**1,076.4**	—	**5.34%**	0.00%
Partnership and LLC interests:				
Fund investments	**1,157.8**	—	**5.75%**	0.00%
Total Partnership and LLC interests (cost of $1,147.7 at September 30, 2011)	**$ 1,157.8**	$ —	**5.75%**	0.00%

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Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

Geographic Region/Instrument Type/Industry Description or Investment Strategy	Fair Value		Percentage of Investments of Consolidated Funds	
	September 30, 2011	December 31, 2010	September 30, 2011	December 31, 2010
	(Dollars in millions)			
Europe				
Loans:				
Manufacturing	**$ 120.0**	$ —	**0.60%**	0.00%
Other	**189.0**	—	**0.94%**	0.00%
Total loans (cost of $487.2 at September 30, 2011)	**309.0**	—	**1.54%**	0.00%
Assets of the CLOs				
Bonds	**285.6**	210.1	**1.42%**	1.77%
Equity	**9.1**	9.0	**0.05%**	0.08%
Loans	**2,573.4**	2,746.2	**12.76%**	23.15%
Other	**31.5**	33.7	**0.16%**	0.28%
Total assets of the CLOs (cost of $3,313.7 and $3,347.9 at September 30, 2011 and December 31, 2010, respectively)	**2,899.6**	2,999.0	**14.39%**	25.28%
Total Europe	**$ 5,442.8**	$ 2,999.0	**27.02%**	25.28%
Global				
Equity securities:				
Manufacturing	**$ 88.9**	$ —	**0.44%**	0.00%
Total equity securities (cost of $89.7 at September 30, 2011)	**88.9**	—	**0.44%**	0.00%
Partnership and LLC interests:				
Fund investments	**486.9**	—	**2.42%**	0.00%
Total Partnership and LLC interests (cost of $436.4 at September 30, 2011)	**486.9**	—	**2.42%**	0.00%
Total Global	**$ 575.8**	$ —	**2.86%**	0.00%
Total investments in Consolidated Funds (cost of $20,346.0 and $11,585.6 at September 30, 2011 and December 31, 2010, respectively)	**$ 20,148.0**	$ 11,864.6	**100.00%**	100.00%

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

Interest and Other Income of Consolidated Funds

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

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Interest income from investments	**$ 436.2**	$ 303.2
Other income	**85.4**	15.2
Total	**$ 521.6**	$ 318.4

Net Investment Gains (Losses) of Consolidated Funds

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

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Gains (losses) from investments of Consolidated Funds	**$ (472.1)**	$ 292.2
Gains (losses) from liabilities of CLOs	**(149.2)**	(121.3)
Gains on other assets of CLOs	**3.1**	2.8
Total	**$ (618.2)**	$ 173.7

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

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Realized gains (losses)	**$ 474.0**	$ (7.2)
Net change in unrealized gains (losses)	**(946.1)**	299.4
Total	**$ (472.1)**	$ 292.2

6. Non-controlling Interests in Consolidated Entities

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

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Non-Carlyle interests in Consolidated Funds	**$ 8,002.3**	$ 218.9
Non-Carlyle interests in majority-owned subsidiaries	**183.3**	137.0
Non-controlling interest in carried interest and cash held for carried interest distributions	**12.1**	9.0
Non-controlling interests in consolidated entities	**$ 8,197.7**	$ 364.9

The components of the Company's non-controlling interests in income (loss) of consolidated entities are as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Non-Carlyle interests in Consolidated Funds	**$ (254.0)**	$ 145.0
Non-Carlyle interests in majority-owned subsidiaries	**15.8**	7.7
Non-controlling interest in carried interest and cash held for carried interest distributions	**6.5**	13.6
Net income (loss) attributable to other non- controlling interests in consolidated entities	**(231.7)**	166.3
Net income (loss) attributable to equity appropriated for CLOs	**(349.4)**	135.0
Net income attributable to redeemable non-controlling interests in consolidated entities	**107.7**	—
Non-controlling interests in income (loss) of consolidated entities	**$ (473.4)**	$ 301.3

There have been no significant changes in the Company's ownership interests in its consolidated entities for the periods presented.

7. Comprehensive Income (Loss)

The components of comprehensive income for the nine months ended September 30, 2011 and 2010 were as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Net income	**$ 444.7**	$ 872.4
Change in fair value of cash flow hedge instrument	**2.9**	(2.7)
Currency translation adjustments	**(82.6)**	(21.9)
Other comprehensive loss	**(79.7)**	(24.6)
Comprehensive income	**365.0**	847.8
Add: Comprehensive (income) loss attributable to equity appropriated for Consolidated Funds	**331.3**	(125.1)
Add: Comprehensive (income) loss attributable to non-controlling interests in consolidated entities	**332.3**	(161.0)
Add: Comprehensive income attributable to redeemable non-controlling interests in consolidated entities	**(107.7)**	—
Comprehensive income attributable to Carlyle Group	**$ 920.9**	$ 561.7

The components of accumulated other comprehensive loss as of September 30, 2011 and December 31, 2010 were as follows:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Unrealized losses on cash flow hedge instrument	**$ (5.7)**	$ (8.6)
Currency translation adjustments	**(26.0)**	(25.9)
Total	**$ (31.7)**	$ (34.5)

The balance in accumulated other comprehensive loss related to the cash flow hedge will be reclassified into earnings as interest expense is recognized. The amount of losses reclassified into earnings were $4.3 million and $5.0 million for the nine months ended September 30, 2011 and 2010, respectively. As of September 30, 2011, approximately $4.1 million of the accumulated other comprehensive loss related to this cash flow hedge is expected to be recognized as a decrease to income from continuing operations over the next twelve months.

8. Fixed Assets, Net

The components of the Company's fixed assets are as follows:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Furniture, fixtures and equipment	**$ 37.6**	$ 34.4
Computer hardware and software	**88.6**	68.7
Leasehold improvements	**48.2**	44.2
Total fixed assets	**174.4**	147.3
Less: accumulated depreciation	**(126.4)**	(107.7)
Net fixed assets	**$ 48.0**	$ 39.6

Depreciation and amortization expense of $18.7 million and $16.1 million for the nine months ended September 30, 2011 and 2010, respectively is included in general, administrative and other expenses in the condensed combined and consolidated statements of operations.

9. Loans Payable

Senior Secured Credit Facility

In 2007, the Company entered into an $875.0 million senior secured credit facility with financial institutions under which it could borrow up to $725.0 million in a term loan and $150.0 million in a revolving credit facility. Subsequent to the bankruptcy of one of the financial institutions that was a party to the senior secured credit facility, the borrowing availability under the revolving credit facility was effectively reduced to $115.7 million. Both the term loan and revolving credit facility were scheduled to mature on August 20, 2013.

In November 2010, the Company modified the senior secured credit facility, which was accounted for as an extinguishment. The amended facility includes $500.0 million in a term loan and $150.0 million in a revolving credit facility. The amended term loan and revolving credit facility were scheduled to mature on November 29, 2015. Principal amounts outstanding under the term loan and revolving credit facility accrued interest at a maximum rate of LIBOR plus 2.25% per annum with interest payable monthly.

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

On September 30, 2011, the senior secured credit facility was amended and extended to increase the revolving credit facility to $750.0 million. The amended term loan and revolving credit facility will mature September 30, 2016. Principal amounts outstanding under the amended term loan and revolving credit facility will accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus an applicable margin not to exceed 0.75%, or (b) at LIBOR plus an applicable margin not to exceed 1.75% (1.99% at September 30, 2011). Outstanding principal amounts under the amended term loan are payable quarterly beginning in September 2014 as follows (Dollars in millions):

2014	$ 75.0
2015	175.0
2016	250.0
	$ 500.0

The senior secured credit facility is secured by management fees and carried interest allocable to the partners of the Company from certain funds and requires the Company to comply with certain financial and other covenants, which include maintaining management fee earning assets of at least $50.1 billion, a senior debt leverage ratio of less than or equal to 2.5 to 1.0, a total debt leverage ratio of less than 5.5 to 1.0, and minimum interest coverage ratio of not less than 4.0 to 1.0, in each case, tested on a quarterly basis. The senior secured credit facility also contains nonfinancial covenants that restrict some of the Company's corporate activities, including its ability to incur additional debt, pay certain dividends, create liens, make certain acquisitions or investments and engage in specified transactions with affiliates. Non compliance with any of the financial or nonfinancial covenants without cure or waiver would constitute an event of default under the senior secured credit facility. An event of default resulting from a breach of a financial or nonfinancial covenant may result, at the option of the lenders, in an acceleration of the principal and interest outstanding, and a termination of the revolving credit facility. The senior secured credit facility also contains other customary events of default, including defaults based on events of bankruptcy and insolvency, nonpayment of principal, interest or fees when due, breach of specified covenants, change in control and material inaccuracy of representations and warranties. The Company was in compliance with the financial and non-financial covenants for the senior secured credit facility as of September 30, 2011.

On July 1, 2011, the Company borrowed €81.0 million ($117.3 million as of July 1, 2011) under its revolving credit facility. On August 25, 2011, the Company borrowed $125.0 million under its revolving credit facility and used those proceeds to repay the €81.0 million borrowing and its accumulated interest. As of September 30, 2011, $125.0 million was outstanding under the revolving credit facility.

Total interest expense under the senior secured credit facility was $15.5 million and $13.0 million for the nine months ended September 30, 2011 and 2010, respectively, which includes $0.8 million and $1.3 million in amortization of deferred financing costs, respectively. The fair value of the outstanding term loan and revolving credit facility in the senior secured credit facility approximates par value at September 30, 2011 and December 31, 2010, respectively.

The Company is subject to interest rate risk associated with its variable rate debt financing. To manage this risk, the Company entered into an interest rate swap in March 2008 to fix the interest rate on approximately 33% of the $725.0 million in term loan borrowings at 5.069%. The interest rate swap had an initial notional balance of $239.2 million and amortizes through August 20, 2013 (the swap's maturity date) as the related term loan borrowings are repaid. This instrument was designated as a cash flow hedge and remains in place after the amendment of the senior secured credit facility. The interest rate swap continues to be designated as a cash flow hedge.

In December 2011, the Company entered into a second interest rate swap to fix the interest rate at 2.832% on the remaining term loan borrowings not hedged by the March 2008 interest rate swap.

This interest rate swap matures on September 30, 2016, which coincides with the maturity of the term loan. This instrument has been designated as a cash flow hedge.

The effective portion of losses related to the change in the fair value of the March 2008 swap of $1.4 million and $7.7 million for the nine months ended September 30, 2011 and 2010, respectively, are included in accumulated other comprehensive loss in the condensed combined and consolidated balance sheets. The ineffective portion of losses recognized in earnings were not significant for any period presented.

On December 13, 2011, the Company entered into a new senior credit facility. The new senior credit facility, while currently effective, will not become operative unless and until certain conditions are satisfied, including the consummation of a Qualified IPO, the redemption, repurchase or conversion of the notes issued to Mubadala, and the repayment of borrowings under the revolving credit facility of the existing senior secured credit facility used to finance distributions, if any, to its existing owners. If and when the new senior credit facility becomes operative, it will replace the existing senior secured credit facility, amounts borrowed under the existing senior secured credit facility will be deemed to have been repaid by borrowings in like amount under the new senior credit facility, and the Company will no longer be subject to the financial and other covenants of the existing senior secured credit facility (except to the extent such covenants are contained in the new senior credit facility).

The new senior credit facility will include $500.0 million in a term loan and $750.0 million in a revolving credit facility. The new term loan and revolving credit facility will mature on September 30, 2016. Principal amounts outstanding under the new term loan and revolving credit facility will accrue interest, at the option of the borrowers, either (a) at an alternate base rate plus an applicable margin not to exceed 0.75%, or (b) at LIBOR plus an applicable margin not to exceed 1.75%. Outstanding principal amounts due under the term loan are payable quarterly beginning in September 2014 as follows: $75.0 million in 2014, $175 million in 2015 and $250 million in 2016. The new senior credit facility will be unsecured and will not be guaranteed by any subsidiaries of the Company. The Company will be required to maintain management fee earning assets (as defined in the new senior credit facility) of at least $50.1 billion and a total debt leverage ratio of not greater than 3.0 to 1.0. The Company will be permitted to incur secured indebtedness in an amount not greater than $125 million, subject to certain other permitted liens. The Company will not be subject to a senior debt leverage ratio or a minimum interest coverage ratio.

Subordinated Loan Payable to Affiliate

In December 2010, the Company received net cash proceeds of $494.0 million from Mubadala in exchange for $500.0 million in subordinated notes, a 2% equity interest in the Company and additional rights as described below. In the event that a qualified initial public offering (“Qualified IPO”) does not occur within two years of this transaction, the Company is required to issue an additional equity interest in the Company of 0.25% to Mubadala. If a Qualified IPO does not occur within five years of this transaction, the Company is required to issue an additional equity interest in the Company of 0.25% to Mubadala.

The notes mature on December 31, 2020 and are exchangeable for additional equity interests in the Company at Mubadala’s option in the event of a Qualified IPO within five years of this transaction at a 7.5% discount to the IPO price. If a Qualified IPO has not occurred within this period of time, Mubadala has the option to require the Company to redeem the notes for the then outstanding principal amount of the notes being redeemed, together with any applicable accrued and unpaid interest through the redemption date. From and after December 31, 2017, any note may be voluntarily redeemed at the election of the Company for the then outstanding principal amount of the notes being redeemed, together with any applicable accrued and unpaid interest through the redemption date.

Interest on the notes is payable semi-annually, commencing June 30, 2011 at a rate of 7.25% per annum to the extent paid in cash or 7.5% per annum to the extent paid by issuing payment-in-kind notes ("PIK Notes"). Interest payable on the first interest payment date is payable in cash. For any subsequent interest period, the Company may elect to pay up to 50% of the interest payment due by issuing PIK Notes on the same terms and conditions as the originally issued notes. Further, the Company may pay up to 50% of the interest payment due on any PIK Notes by issuing additional PIK Notes. Total interest expense was $28.1 million for the nine months ended September 30, 2011.

The Company has elected the fair value option to measure the subordinated notes at fair value. At September 30, 2011 and December 31, 2010, the fair value of the subordinated notes was $520.0 million and $494.0 million, respectively. The primary reasons for electing the fair value option are to (i) reflect economic events in earnings on a timely basis and (ii) address simplification and cost-benefit considerations. Changes in the fair value of this instrument of $26.0 million for the nine months ended September 30, 2011 are recognized in earnings and included in other non-operating expenses in the condensed combined and consolidated statements of operations. Refer to Note 4 for additional disclosures related to the fair value of these instruments as of September 30, 2011 and December 31, 2010.

The fair value of the subordinated notes is determined based upon modeling their expected cash flows including factoring the value of the embedded put and call features and the probability of conversion upon a Qualified IPO. The cash flows are then discounted at a market rate which is derived by comparison to comparable benchmark securities. The comparable benchmark securities were for companies in the private equity industry similar to the Company and the current yields were adjusted accordingly based on the terms, tenure, seniority, and credit risk for each security. As the probability of a Qualified IPO increases, the value of the notes increases and any value associated with the embedded put and call features decreases. In addition, the period of time over which the expected cash flows are discounted also decreases, which lessens the impact that changes in credit spreads have on the valuation of the notes. The September 30, 2011 valuation at 104% of par primarily reflects the increased probability of a Qualified IPO and to a lesser extent, the change in credit spreads. Refer also to Note 15 for a discussion of the October 2011 partial redemption of the subordinated notes at 104% of par.

Other Loans

As part of the Claren Road acquisition, the Company entered into a loan agreement for $47.5 million. The loan matures on December 31, 2015 and interest is payable semi-annually, commencing June 30, 2011 at an adjustable annual rate, currently 6.0%. Total interest expense was $2.1 million for the nine months ended September 30, 2011, respectively. Outstanding principal amounts are payable annually as follows (Dollars in millions):

2011	$ 7.5
2012	7.5
2013	7.5
2014	7.5
2015	17.5
	$ 47.5

As part of the Claren Road acquisition, Claren Road entered into a loan agreement with a financial institution for $50.0 million. The loan matures on January 3, 2017 and interest is payable quarterly, commencing March 31, 2011 at an annual rate of 8.0%. Total interest expense was $2.6 million for the nine months ended September 30, 2011. Outstanding principal amounts are payable quarterly beginning April 29, 2011 and vary based on annual gross revenue as defined in the loan agreement. Beginning April 3, 2013 additional quarterly principal payments will commence

equal to the lesser of (a) $2.0 million and (b) the then unpaid principal amount of the loan. As of September 30, 2011, $26.0 million in principal remains outstanding.

Debt Covenants

The Company is subject to various financial covenants under its loan agreements including among other items, maintenance of a minimum amount of management fee earning assets. The Company is also subject to various non-financial covenants under its loan agreements. The Company was in compliance with all financial and non-financial covenants under its various loan agreements as of September 30, 2011.

Loans Payable of Consolidated Funds

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

As of September 30, 2011 and December 31, 2010 the following borrowings were outstanding, which includes preferred shares classified as liabilities (Dollars in millions):

	As of September 30, 2011			
	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes	**$ 10,609.9**	**$ 9,358.2**	**1.32%**	**9.07**
Subordinated notes, Income notes and Preferred shares	**337.9**	**731.2**	**N/A(a)**	**8.82**
Combination notes	**10.8**	**9.5**	**N/A(b)**	**10.18**
Total	**$ 10,958.6**	**$ 10,098.9**		

	As of December 31, 2010			
	Borrowing Outstanding	Fair Value	Weighted Average Interest Rate	Weighted Average Remaining Maturity in Years
Senior secured notes	$ 11,037.1	$ 9,772.2	1.20%	9.36
Subordinated notes, Income notes and Preferred shares	440.7	636.4	N/A(a)	9.22
Combination notes	11.7	9.9	N/A(b)	10.72
Total	$ 11,489.5	$ 10,418.5		

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

(b) The combination notes do not have contractual interest rates and have recourse only to U.S. Treasury securities and OATS specifically held to collateralize such combination notes.

Loans payable of the CLOs are collateralized by the assets held by the CLOs and the assets of one CLO may not be used to satisfy the liabilities of another. This collateral consisted of cash and cash equivalents, corporate loans, corporate bonds and other securities. As of September 30, 2011 and

December 31, 2010, the fair value of the CLO assets was $11.2 billion and $11.9 billion, respectively. Included in loans payable of the CLOs are loan revolvers (the APEX Revolvers), which the CLOs entered into with financial institutions on their respective closing dates. The APEX Revolvers provide credit enhancement to the securities issued by the CLOs by allowing the CLOs to draw down on the revolvers in order to offset a certain level of principal losses upon any default of the investment assets held by that CLO. The APEX Revolvers allow for a maximum borrowing of $38.3 million and $84.8 million as of September 30, 2011 and December 31, 2010, respectively, and bear weighted average interest at LIBOR plus 0.37% and 0.41% per annum as of September 30, 2011 and December 31, 2010, respectively. Amounts borrowed under the APEX Revolvers are repaid based on cash flows available subject to priority of payments under each CLO's governing documents. Due to their short-term nature, the Company has elected not to apply the fair value option to the APEX revolvers; rather, they are carried at amortized cost at each reporting date which the Company believes approximates fair value. The principal amounts borrowed under the APEX Revolvers as of September 30, 2011 and December 31, 2010 are $1.9 million and $15.0 million, respectively.

Certain CLOs entered into liquidity facility agreements with various liquidity facility providers on or about the various closing dates in order to fund payments of interest where there are insufficient funds available. The proceeds from such draw-downs are used for payments of interest at each interest payment date and the acquisition or exercise of an option or warrant as part of any collateral enhancement obligation. The liquidity facilities in aggregate allow for a maximum borrowing of $21.8 million and bear weighted average interest at EURIBOR plus 0.38% per annum. Amounts borrowed under the liquidity facilities are repaid based on cash flows available subject to priority of payments under each CLO's governing documents. There were no borrowings outstanding under the liquidity facility as of September 30, 2011 and December 31, 2010.

10. Commitments and Contingencies

Capital Commitments

The Company and its unconsolidated affiliates have unfunded commitments to entities within the following segments as of September 30, 2011 (Dollars in millions):

	Unfunded Commitments
Corporate Private Equity	$ 932.7
Real Assets	276.1
Global Market Strategies	80.5
	$ 1,289.3

Guaranteed Loans

On August 4, 2001, the Company entered into an agreement with a financial institution pursuant to which the Company is the guarantor on a credit facility for eligible employees investing in Carlyle sponsored funds. This credit facility renews on an annual basis, allowing for annual incremental borrowings up to an aggregate of $16.3 million, and accrues interest at the lower of the prime rate, as defined, or three-month LIBOR plus 2% (3.06% at September 30, 2011), reset quarterly. As of September 30, 2011 and December 31, 2010, approximately $15.4 million and $19.5 million, respectively, was outstanding under the credit facility and payable by the employees. The amount funded by the Company under this guarantee as of September 30, 2011 was not material. The Company believes the likelihood of any material funding under this guarantee to be remote. The fair

value of this guarantee is not significant to the condensed combined and consolidated financial statements.

Other Guarantees

In 2009, the Company decided to shut down one of its real assets funds and guaranteed to reimburse investors of the fund for capital contributions made for investments and fees to the extent investment proceeds did not cover such amounts. In December 2010, the Company entered into an agreement to purchase investors' interests in the fund and the related obligation of $5.2 million is included in the accompanying condensed combined and consolidated financial statements at December 31, 2010. This obligation was settled in January 2011 and the Company has no liabilities related to this transaction at September 30, 2011.

The Company has guaranteed payment of giveback obligations, if any, related to one of its corporate private equity funds to the extent the amount of funds reserved for potential giveback obligations is not sufficient to fulfill such obligations. At September 30, 2011 and December 31, 2010, $13.6 million and $14.9 million, respectively, was held in an escrow account and the Company believes the likelihood of any material fundings under this guarantee to be remote.

Contingent Obligations (Giveback)

A liability for potential repayment of previously received performance fees of $148.7 million at September 30, 2011, is shown as accrued giveback obligations in the condensed combined and consolidated balance sheets, representing the giveback obligation that would need to be paid if the funds were liquidated at their current fair values at September 30, 2011. However, the ultimate giveback obligation, if any, does not become realized until the end of a fund's life (see Note 2). The Company has recorded $53.6 million and $38.8 million, of unbilled receivables from former and current employees and Carlyle's individual partners as of September 30, 2011 and December 31, 2010, respectively, related to giveback obligations, which are included in due from affiliates and other receivables, net in the accompanying condensed combined and consolidated balance sheets. Current and former partners and employees are personally responsible for their giveback obligations. The receivables are collateralized by investments made by individual partners and employees in Carlyle-sponsored funds. In addition, $243.2 million and $193.6 million has been withheld from distributions of carried interest to partners and employees for potential giveback obligations as of September 30, 2011 and December 31, 2010, respectively. Such amounts are held by an entity not included in the accompanying condensed combined and consolidated balance sheets.

If, at September 30, 2011, all of the investments held by our Funds were deemed worthless, a possibility that management views as remote, the amount of realized and distributed carried interest subject to potential giveback would be $687.1 million, on an after-tax basis where applicable.

Leases

The Company leases office space in various countries around the world and maintains its headquarters in Washington, D.C., where it leases its primary office space under a non-cancelable lease agreement expiring on July 31, 2026. In the first quarter of 2011, the Company entered into a lease agreement for office space in Arlington, VA, expiring on September 30, 2022. Office leases in other locations expire in various years from 2011 through 2020. These leases are accounted for as operating leases. Rent expense was approximately $33.5 million and $23.5 million for the nine months ended September 30, 2011 and 2010, respectively, and is included in general, administrative and other expenses in the condensed combined and consolidated statements of operations.

Included in rent expense are lease termination costs of $3.4 million and $0.2 million for the nine months ended September 30, 2011 and 2010, respectively.

The future minimum commitments for the leases are as follows (Dollars in millions):

2011	$ 9.4
2012	38.3
2013	34.9
2014	34.3
2015	30.6
Thereafter	138.3
	$ 285.8

Total minimum rentals to be received in the future under non-cancelable subleases as of September 30, 2011 were $8.2 million.

The Company records contractual escalating minimum lease payments on a straight-line basis over the term of the lease. Deferred rent payable under the leases was $11.4 million and $7.1 million as of September 30, 2011 and December 31, 2010, respectively, and is included in accounts payable, accrued expenses and other liabilities in the accompanying condensed combined and consolidated balance sheets.

Legal Matters

In the ordinary course of business, the Company is a party to litigation, investigations, disputes and other potential claims. Certain of these matters are described below. The Company is not currently able to estimate for any such matters the reasonably possible amount of loss or range of loss. The Company does not believe it is probable that the outcome of any existing litigation, investigations, disputes or other potential claims will materially affect the Company or these financial statements.

Along with many other companies and individuals in the financial sector, the Company and Carlyle Mezzanine Partners are named as defendants in *Foy v. Austin Capital*, a case filed in June 2009, pending in the State of New Mexico's First Judicial District Court, County of Santa Fe, which purports to be a *qui tam* suit on behalf of the State of New Mexico. The suit alleges that investment decisions by New Mexico public investment funds were improperly influenced by campaign contributions and payments to politically connected placement agents. The plaintiffs seek, among other things, actual damages, actual damages for lost income, rescission of the investment transactions described in the complaint and disgorgement of all fees received. In May 2011, the Attorney General of New Mexico moved to dismiss certain defendants including the Company and Carlyle Mezzanine Partners on the ground that separate civil litigation by the Attorney General is a more effective means to seek recovery for the State from these defendants. The Attorney General has brought two civil actions against certain of those defendants, not including the Carlyle defendants. The Attorney General has stated that its investigation is continuing and it may bring additional civil actions. The Company is currently unable to anticipate when the litigation will conclude or what impact the litigation may have on the Company and its interest holders.

In July 2009, a former shareholder of Carlyle Capital Corporation Limited (CCC), claiming to have lost $20.0 million, filed a claim against CCC, the Company and certain affiliates and one officer of the Company (*Huffington v. TC Group L.L.C. et al.*) alleging violations of Massachusetts "blue sky" law provisions relating to material misrepresentations and omissions allegedly made during and after the marketing of CCC. The plaintiff seeks treble damages, interest, expenses and attorney's fees and to have the subscription agreement deemed null and void and a full refund of the investment. In March 2010, the United States District Court for the District of Massachusetts dismissed the

plaintiff's complaint on the grounds that it should have been filed in Delaware instead of Massachusetts and the plaintiff subsequently filed an appeal to the United States Court of Appeals for the First Circuit. The plaintiff lost his appeal to the first circuit and has filed a new claim in Delaware State Court. Defendants are awaiting a ruling on a motion for summary judgment. The defendants are vigorously contesting all claims asserted by the plaintiff. In November 2009, another CCC investor instituted legal proceedings on similar grounds in Kuwait's Court of First Instance (*National Industries Group v. Carlyle Group*) seeking to recover losses incurred in connection with an investment in CCC. In July 2011, the Delaware Court of Chancery issued a decision restraining the plaintiff from proceeding in Kuwait against either Carlyle Investment Management L.L.C. or TC Group, L.L.C., based on the forum selection clause in the plaintiff's subscription agreement, which provided for exclusive jurisdiction in Delaware courts. In September 2011, the plaintiff reissued its complaint in Kuwait naming CCC only, but, in December 2011, expressed an intent to reissue its complaint joining Carlyle Investment Management L.L.C. as a defendant. The Company believes these claims are without merit and intends to vigorously contest all such allegations and is currently unable to anticipate what impact it may have on the Company.

The Guernsey liquidators who took control of CCC in March 2008 filed four suits in July 2010 against the Company certain of its affiliates and the former directors of CCC in the Delaware Chancery Court, the Royal Court of Guernsey, the Superior Court of the District of Columbia and the Supreme Court of New York, New York County, (*Carlyle Capital Corporation Limited v. Conway et al.*) seeking $1.0 billion in damages. They allege that the Company and the CCC board of directors were negligent, grossly negligent or willfully mismanaged the CCC investment program and breached certain fiduciary duties allegedly owed to CCC and its shareholders. The Liquidators further allege (among other things) that the directors and the Company put the interests of the Company ahead of the interests of CCC and its shareholders and gave priority to preserving and enhancing the Company's reputation and its "brand" over the best interests of CCC. The defendants filed a comprehensive motion to dismiss in Delaware in October 2010. In December 2010, the Liquidators dismissed the complaint in Delaware voluntarily and without prejudice and expressed an intent to proceed against the defendants in Guernsey. The Company filed an action in Delaware seeking an injunction against the Liquidators to preclude them from proceeding in Guernsey in violation of a Delaware exclusive jurisdiction clause contained in the investment management agreement. In July 2011, the Royal Court of Guernsey held that the case should be litigated in Delaware pursuant to the exclusive jurisdiction clause. That ruling recently was reversed by the Court of Appeals and the parties are awaiting written reasons explaining the basis for the decision. In October 2011, the plaintiffs obtained an *ex parte* anti-anti-suit injunction in Guernsey against the Company's anti-suit claim in Delaware. That ruling also is on appeal in Guernsey. The Liquidators' lawsuits in New York and the District of Columbia were dismissed in December 2011 without prejudice. The Company believes that regardless of where the claims are litigated, they are without merit and it will vigorously contest all allegations. The Company recognized a loss of $152.3 million in 2008 in connection with the winding up of CCC.

In June 2011, August 2011, and September 2011, three putative shareholder class actions were filed against the Company certain of its affiliates and former directors of CCC alleging that the fund offering materials and various public disclosures were materially misleading or omitted material information. Two of the shareholder class actions, (*Phelps v. Stomber, et al.)* and (*Glaubach v. Carlyle Capital Corporation Limited, et al*.), were filed in the United States District Court for the District of Columbia. The most recent shareholder class action (*Phelps v. Stomber, et al.)* was filed in the Supreme Court of New York, New York County and has subsequently been removed to the United States District Court for the Southern District of New York. The two original D.C. cases were consolidated into one case, under the caption of *Phelps v. Stomber,* and the Phelps named plaintiff have been designated "lead plaintiffs" by the court. The New York case has been transferred to the D.C. federal court and the plaintiffs have requested that it be consolidated with the other two D.C. actions. The

defendants have opposed and have moved to dismiss the case as duplicative. The plaintiffs seek all compensatory damages sustained as a result of the alleged misrepresentations, costs and expenses, as well as reasonable attorney fees. The defendants have filed a comprehensive motion to dismiss. We believe the claims are without merit and will vigorously contest all claims.

In September 2006 and March 2009, the Company received requests for certain documents and other information from the Antitrust Division of the U.S. Department of Justice ("DOJ") in connection with the DOJ's investigation of global alternative asset firms to determine whether they have engaged in conduct prohibited by U.S. antitrust laws. The Company is fully cooperating with the DOJ's investigation and is currently unable to anticipate what impact it may have on the Company.

On February 14, 2008, a private class-action lawsuit challenging "club" bids and other alleged anti-competitive business practices was filed in the U.S. District Court for the District of Massachusetts (*Police and Fire Retirement System of the City of Detroit v. Apollo Global Management, LLC*). The complaint alleges, among other things, that certain global alternative firms, including the Company, violated Section 1 of the Sherman Act by forming multi-sponsor consortiums for the purpose of bidding collectively in company buyout actions in certain going private transactions, which the plaintiffs allege constitutes a "conspiracy in restraint of trade." The plaintiffs seek damages as provided for in Section 4 of the Clayton Act and injunction against such conduct in restraint of trade in the future. The Company believes the claims are without merit and will vigorously contest all claims and is currently unable to anticipate what impact it may have on the Company.

Other Contingencies

In October 2009, a Luxembourg subsidiary of a Luxembourg holding company owned by Carlyle Europe Real Estate Partners, L.P. completed the disposition of certain real estate assets located in Paris, France. Carlyle Europe Real Estate Partners, L.P. is a real estate fund not consolidated by the Company. The relevant French tax authorities have asserted that such second-tier subsidiary had a permanent establishment in France, and have proposed to increase the subsidiary's French tax liability by €84.6 million, consisting of taxes, interest and penalties. Carlyle Europe Real Estate Partners, L.P. and its subsidiaries intend to contest vigorously the proposed French tax increase. At this time, the Company is unable to form a judgment as to whether an ultimate outcome unfavorable to the Luxembourg subsidiary in this matter is either "probable" or "remote."

Indemnifications

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

Risks and Uncertainties

The funds seek investment opportunities that offer the possibility of attaining substantial capital appreciation. Certain events particular to each industry in which the underlying investees conduct their operations, as well as general economic conditions, may have a significant negative impact on the Company's investments and profitability. Such events are beyond the Company's control, and the likelihood that they may occur and the effect on the Company cannot be predicted.

Furthermore, most of the funds' investments are made in private companies and there are generally no public markets for the underlying securities at the current time. The funds' ability to liquidate their publicly-traded investments are often subject to limitations, including discounts that may be required to be taken on quoted prices due to the number of shares being sold. The funds'

ability to liquidate their investments and realize value are subject to significant limitations and uncertainties, including among others currency fluctuations and natural disasters.

The funds make investments outside of the United States. Non-U.S. investments are subject to the same risks associated with our U.S. investments as well as additional risks, such as fluctuations in foreign currency exchange rates, unexpected changes in regulatory requirements, heightened risk of political and economic instability, difficulties in managing non-U.S. investments, potentially adverse tax consequences and the burden of complying with a wide variety of foreign laws.

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

Additionally, the Company encounters credit risk. Credit risk is the risk of default by a counterparty in the Company's investments in debt securities, loans, leases and derivatives that result from a borrower's, lessee's or derivative counterparty's inability or unwillingness to make required or expected payments.

The Company considers cash, cash equivalents, securities, receivables, equity-method investments, accounts payable, accrued expenses, other liabilities and loans payable to be its financial instruments. The carrying amounts reported in the condensed combined and consolidated balance sheets for these financial instruments, except for the term loan in the Senior Secured Credit Facility as discussed in Note 9, equal or closely approximate their fair values.

Termination Costs

Employee and office lease termination costs are included in accrued compensation and benefits and accrued expenses in the condensed combined and consolidated balance sheets as well as general, administrative and other expenses in the condensed combined and consolidated statements of operations. As of September 30, 2011 and December 31, 2010, the accrual for termination costs primarily represents lease obligations associated with the closed offices, which represents management's estimate of the total amount expected to be incurred. The changes in the accrual for termination costs for the nine months ended September 30, 2011 and 2010 are as follows:

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Balance, beginning of period	**$ 23.1**	$ 29.6
Compensation expense	**2.9**	3.9
Contract termination costs	**3.4**	0.2
Costs paid or settled	**(11.2)**	(9.4)
Balance, end of period	**$ 18.2**	$ 24.3

11. Related Party Transactions

Due from Affiliates and Other Receivables, Net

The Company had the following due from affiliates and other receivables at September 30, 2011 and December 31, 2010:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Unbilled receivable for giveback obligations from current and former employees	**$ 6.4**	$ 12.7
Unbilled receivable for giveback obligations from Carlyle's individual partners	**47.2**	26.1
Notes receivable and accrued interest from affiliates	**68.9**	106.7
Other receivables from unconsolidated funds and affiliates, net	**140.6**	180.3
Total	**$ 263.1**	$ 325.8

Other receivables from certain of the unconsolidated funds and portfolio companies relate to management fees receivable from limited partners, advisory fees receivable and expenses paid on behalf of these entities. These costs represent costs related to the pursuit of actual or proposed investments, professional fees and expenses associated with the acquisition, holding and disposition of the investments. The affiliates are obligated, at the discretion of the Company to reimburse the expenses. Based on management's determination, the Company accrues and charges interest on amounts due from affiliate accounts at interest rates ranging from 0% to 8%. The accrued and charged interest to the affiliates was not significant during the nine months ended September 30, 2011 and 2010, respectively.

The Company has provided loans to certain unconsolidated funds to meet short-term obligations to purchase investments. These notes accrue interest at rates specified in each agreement, ranging from one-month LIBOR plus 2.15% (2.39% at September 30, 2011) to 18%.

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

Due to Affiliates

The Company had the following due to affiliates balances at September 30, 2011 and December 31, 2010:

	As of	
	September 30, 2011	December 31, 2010
	(Dollars in millions)	
Due to affiliates of Consolidated Funds	**$ 2.0**	$ 1.2
Due to non-consolidated affiliates	**6.4**	13.1
Other	**17.7**	9.3
Total	**$ 26.1**	$ 23.6

The Company has recorded obligations for amounts due to certain of its affiliates. These outstanding obligations are payable on demand. The Company periodically offsets expenses it has

paid on behalf of its affiliates against these obligations. Based on management's determination, the Company accrues and pays interest on the amounts due to affiliates at interest rates ranging from 0% to the prime rate, as defined, plus 2% (5.25% at September 30, 2011). The interest incurred to the affiliates was not significant during the nine months ended September 30, 2011 and 2010.

Other Related Party Transactions

In May 2011, the Company and its affiliates invested €41.0 million ($55.8 million as of September 30, 2011) and €52.2 million ($71.0 million as of September 30, 2011), respectively, into one of its European real estate funds. The proceeds were used to refinance the fund's existing loans. The Company's investment is recorded as an equity-method investment.

In the normal course of business, the Company has made use of aircraft owned by entities controlled by senior managing directors. The senior managing directors paid for their purchases of the aircraft and bear all operating, personnel and maintenance costs associated with their operation for personal use. Payment by the Company for the business use of these aircraft by senior managing directors and other employees is made at market rates, which totaled $3.8 million and $3.9 million for the nine months ended September 30, 2011 and 2010, respectively. These fees are included in general, administrative, and other expenses in the condensed combined and consolidated statements of operations.

Carlyle partners and employees are permitted to participate in co-investment entities that invest in Carlyle funds or alongside Carlyle funds. In many cases, participation is limited by law to individuals who qualify under applicable legal requirements. These co-investment entities generally do not require Carlyle partners and employees to pay management or performance fees.

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

Substantially all revenue is earned from affiliates of Carlyle.

12. Derivative Instruments in the CLOs

In the ordinary course of business, the CLOs enter into various types of derivative instruments. Derivative instruments serve as components of the CLOs' investment strategies and are utilized primarily to structure and manage the risks related to currency, credit and interest exposure. The derivative instruments that the CLOs hold or issue do not qualify for hedge accounting under the accounting standards for derivatives and hedging. The CLOs' derivative instruments include currency swap contracts, currency options, credit risk swap contracts, and interest rate cap contracts, and are carried at fair value in the Company's condensed combined and consolidated balance sheets.

Certain CLOs purchase put and call options to manage risk from changes in the value of foreign currencies. Certain CLOs entered into currency swap transactions, which represent agreements that obligate two parties to exchange a series of cash flows in different currencies at specified intervals based upon or calculated by reference to changes in specified prices or rates for a specified amount of an underlying asset or otherwise determined notional amount. The currency swap transactions are stated at fair value and the difference between cash to be paid and received on swaps is recognized as net investment gains (losses) of Consolidated Funds in the condensed combined and consolidated statements of operations. The fair value of our derivative instruments held by the CLOs

are recorded in investments of Consolidated Funds in our condensed combined and consolidated balance sheets.

The following table identifies the gross fair value amounts of derivative instruments, which may be offset and presented net in the condensed combined and consolidated balance sheets to the extent that there is a legal right of offset, categorized by the volume of the total notional amounts or number of contracts and by primary underlying risk as of September 30, 2011 and December 31, 2010 (Dollars in millions):

	September 30, 2011		
	Notional Amount	Fair Value - Assets	Fair Value - Liabilities
Currency-related			
Cross-currency swap contract(s)	**$ 363.9**	**$ 27.9**	**$ (3.5)**
Currency option(s)	**104.7**	**6.8**	**—**
Interest-related			
Interest rate cap contract(s)	**32.0**	**0.1**	**—**
		$ 34.8	**$ (3.5)**

	December 31, 2010		
	Notional Amount	Fair Value - Assets	Fair Value - Liabilities
Currency-related			
Cross-currency swap contract(s)	$ 354.4	$ 25.9	$ (5.6)
Currency option(s)	102.0	11.4	—
Credit-related			
Credit risk swap contract(s)	9.3	0.1	—
Interest-related			
Interest rate cap contract(s)	28.0	0.2	—
		$ 37.6	$ (5.6)

The following tables present a summary of net realized and unrealized appreciation (depreciation) on derivative instruments which is included in net investment gains (losses) of Consolidated Funds in the condensed combined and consolidated statements of operations (Dollars in millions):

	Nine Months Ended September 30, 2011		
	Realized Appreciation	Change in Unrealized Appreciation (Depreciation)	Total
Currency-related			
Cross-currency swap contract(s)	**$ 11.1**	**$ 3.7**	**$ 14.8**
Currency option(s)	**—**	**(4.9)**	**(4.9)**
Credit-related			
Credit risk swap contract(s)	**—**	**(0.1)**	**(0.1)**
Interest-related			
Interest rate cap contract(s)	—	**(0.1)**	**(0.1)**
	$ 11.1	**$ (1.4)**	**$ 9.7**

	Nine Months Ended September 30, 2010		
	Realized Appreciation	Change in Unrealized Appreciation (Depreciation)	Total
Currency-related			
Cross-currency swap contract(s)	$ 28.2	$ (75.8)	$ (47.6)
Currency option(s)	—	4.7	4.7
Credit-related			
Credit risk swap contract(s)	—	(1.2)	(1.2)
Interest-related			
Interest rate cap contract(s)	—	—	—
	$ 28.2	$ (72.3)	$ (44.1)

Certain derivative instruments contain provisions which require the CLOs or the counterparty to post collateral if certain conditions are met. Cash received to satisfy these collateral requirements is included in restricted cash and securities of Consolidated Funds (see Note 2) and in other liabilities of Consolidated Funds in the condensed combined and consolidated balance sheets. The Company has elected not to offset derivative positions against the fair value of amounts (or amounts that approximate fair value) recognized for the right to reclaim cash collateral (a receivable) or the obligation to return cash collateral (a payable) under master netting arrangements.

13. Income Taxes

The Company had $16.9 million and $10.8 million in deferred tax assets as of September 30, 2011 and December 31, 2010, respectively. These deferred tax assets resulted primarily from net operating losses in certain jurisdictions and the temporary differences between the financial statement and tax bases of depreciation on fixed assets and accrued bonuses. The Company had deferred tax liabilities of $57.5 million at September 30, 2011, which primarily related to acquisitions during the quarter ended September 30, 2011. The Company had deferred tax liabilities of $0.2 million at December 31, 2010.

Under U.S. GAAP for income taxes, the amount of tax benefit to be recognized is the amount of benefit that is “more likely than not” to be sustained upon examination. The Company has recorded a liability for uncertain tax positions of $21.2 million and $17.2 million as of September 30, 2011 and December 31, 2010, respectively, which was reflected in accounts payable, accrued expenses and other liabilities in the accompanying condensed combined and consolidated balance sheets. These balances include $5.0 million and $3.9 million as of September 30, 2011 and December 31, 2010, respectively, related to interest and penalties associated with uncertain tax positions. If recognized, the entire amount of uncertain tax positions would be recorded as a reduction in the provision for income taxes. The total expense for interest and penalties related to unrecognized tax benefits for the nine months ended September 30, 2011 and 2010 amounted to $0.9 million and $1.1 million, respectively.

In the normal course of business, the Company is subject to examination by federal and certain state, local and foreign tax regulators. As of September 30, 2011, the Company’s U.S. federal income tax returns for the years 2007 through 2010 are open under the normal three-year statute of limitations and therefore subject to examination. State and local tax returns are generally subject to audit from 2006 to 2010. Foreign tax returns are generally subject to audit from 2004 to 2010. Certain of the Company’s foreign subsidiaries are currently under audit by foreign tax authorities.

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

14. Segment Reporting

Through September 30, 2011, Carlyle conducts its operations through four reportable segments:

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

Real Assets — The Real Assets segment is comprised of the Company's operations that advises U.S. and international funds focused on real estate, infrastructure, energy and renewable energy transactions.

Global Market Strategies — The Global Market Strategies segment advises a group of funds that pursue investment opportunities across various types of credit, equities and alternative instruments, and (as regards certain macroeconomic strategies) currencies, commodities, sovereign debt, and interest rate products and their derivatives.

Fund of Funds Solutions — The Fund of Funds Solutions segment was launched upon the Company's acquisition of a 60% equity interest in AlpInvest on July 1, 2011 and advises a global private equity fund of funds program and related co-investment and secondary activities.

The Company's reportable business segments are differentiated by their various investment focuses and strategies. Overhead costs were allocated based on direct base compensation expense for the funds comprising each segment. With the acquisitions of Claren Road, AlpInvest and ESG, the Company revised how it evaluates certain financial information to include adjustments to reflect the Company's economic interests in those entities. The Company's segment presentation has been updated to reflect this change. As the results of operations of Claren Road, AlpInvest, and ESG are only included in the Company's 2011 segment results, this change did not have an impact on the presentation of segment results for prior periods.

Economic Net Income ("ENI") and its components are key performance measures used by management to make operating decisions and assess the performance of the Company's reportable segments. ENI differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it reflects a charge for compensation, bonuses and performance fees attributable to Carlyle partners but does not include net income (loss) attributable to non-Carlyle interests in Consolidated Funds or charges (credits) related to Carlyle corporate actions and non-recurring items. Charges (credits) related to Carlyle corporate actions and non-recurring items include amortization associated with our acquired intangible assets, transaction costs associated with acquisitions, gains and losses associated with the mark to market on contingent consideration issued in conjunction with our acquisitions, gains and losses from the retirement of our debt, charges associated with lease terminations and employee severance and settlements of legal claims.

Fee related earnings ("FRE") is a component of ENI and is used to assess the ability of the business to cover direct base compensation and operating expenses from total fee revenues. FRE differs from income (loss) before provision for income taxes computed in accordance with US GAAP in that it adjusts for the items included in the calculation of ENI and also adjusts ENI to exclude

performance fees, investment income from investments in our funds, and performance fee related compensation.

Distributable earnings is a component of ENI and is used to assess performance and amounts potentially available for distribution. Distributable earnings differs from income (loss) before provision for income taxes computed in accordance with U.S. GAAP in that it adjusts for the items included in the calculation of ENI and also adjusts ENI for unrealized performance fees, unrealized investment income and the corresponding unrealized performance fee compensation expense.

ENI and its components are used by management primarily in making resource deployment and compensation decisions across the Company's four reportable segments. Management makes operating decisions and assesses the performance of each of the Company's business segments based on financial and operating metrics and data that is presented without the consolidation of any of the Consolidated Funds. Consequently, ENI and all segment data exclude the assets, liabilities and

operating results related to the Consolidated Funds. The following table presents the financial data for the Company's four reportable segments as of and for the nine months ended September 30, 2011:

	September 30, 2011 and the Nine Months Then Ended				
	Corporate Private Equity	Real Assets	Global Market Strategies	Fund of Funds Solutions	Total
			(Dollars in millions)		
Segment Revenues					
Fund level fee revenues					
Fund management fees	$ 387.7	$ 114.9	$ 128.6	$ 18.7	$ 649.9
Portfolio advisory fees, net	27.0	2.6	2.2	—	31.8
Transaction fees, net	26.4	1.9	—	—	28.3
Total fee revenues	441.1	119.4	130.8	18.7	710.0
Performance fees					
Realized	690.7	81.1	95.7	19.2	886.7
Unrealized	(179.0)	1.7	8.1	(22.5)	(191.7)
Total performance fees	511.7	82.8	103.8	(3.3)	695.0
Investment income (loss)					
Realized	35.1	2.3	11.0	—	48.4
Unrealized	(5.6)	3.5	17.5	—	15.4
Total investment income	29.5	5.8	28.5	—	63.8
Interest and other income	8.1	2.2	4.4	0.2	14.9
Total revenues	990.4	210.2	267.5	15.6	1,483.7
Segment Expenses					
Direct compensation and benefits					
Direct base compensation	189.2	58.3	47.8	8.1	303.4
Performance fee related					
Realized	355.6	8.1	46.6	15.3	425.6
Unrealized	(105.1)	(4.4)	(10.7)	(18.0)	(138.2)
Direct compensation and benefits	439.7	62.0	83.7	5.4	590.8
General, administrative, and other indirect expenses	168.3	59.3	37.0	3.0	267.6
Interest expense	30.0	8.9	7.5	—	46.4
Total expenses	638.0	130.2	128.2	8.4	904.8
Economic Net Income	$ 352.4	$ 80.0	$ 139.3	$ 7.2	$ 578.9
Fee Related Earnings	$ 61.7	$ (4.9)	$ 42.9	$ 7.8	$ 107.5
Net Performance Fees	$ 261.2	$ 79.1	$ 67.9	$ (0.6)	$ 407.6
Investment Income	$ 29.5	$ 5.8	$ 28.5	$ —	$ 63.8
Distributable Earnings	$ 431.9	$ 70.4	$ 103.0	$ 11.7	$ 617.0
Segment assets as of September 30, 2011	$ 2,318.1	$ 504.1	$ 1,178.7	$ 467.8	$ 4,468.7

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

The following table presents the financial data for the Company's three reportable segments for the nine months ended September 30, 2010:

	Nine Months Ended September 30, 2010			
	Corporate Private Equity	Real Assets	Global Market Strategies	Total
	(Dollars in millions)			
Segment Revenues				
Fund level fee revenues				
Fund management fees	$ 401.2	$ 107.5	$ 61.7	$ 570.4
Portfolio advisory fees, net	10.1	1.6	1.6	13.3
Transaction fees, net	5.5	8.1	0.1	13.7
Total fee revenues	416.8	117.2	63.4	597.4
Performance fees				
Realized	97.8	0.1	1.9	99.8
Unrealized	144.0	0.3	58.8	203.1
Total performance fees	241.8	0.4	60.7	302.9
Investment income (loss)				
Realized	2.0	1.7	3.4	7.1
Unrealized	31.5	(0.9)	11.2	41.8
Total investment income (loss)	33.5	0.8	14.6	48.9
Interest and other income	10.1	4.1	2.2	16.4
Total revenues	702.2	122.5	140.9	965.6
Segment Expenses				
Direct compensation and benefits				
Direct base compensation	175.1	55.8	31.7	262.6
Performance fee related				
Realized	54.7	(0.1)	0.5	55.1
Unrealized	60.6	(6.8)	30.4	84.2
Direct compensation and benefits	290.4	48.9	62.6	401.9
General, administrative, and other indirect expenses	118.0	44.1	20.1	182.2
Interest expense	8.5	2.9	2.1	13.5
Total expenses	416.9	95.9	84.8	597.6
Economic Net Income	$ 285.3	$ 26.6	$ 56.1	$ 368.0
Fee Related Earnings	$ 125.3	$ 18.5	$ 11.7	$ 155.5
Net Performance Fees	$ 126.5	$ 7.3	$ 29.8	$ 163.6
Investment Income	$ 33.5	$ 0.8	$ 14.6	$ 48.9
Distributable Earnings	$ 170.4	$ 20.4	$ 16.5	$ 207.3

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

The following table reconciles the Total Segments to Carlyle's Income (Loss) Before Provision for Taxes and Total Assets as of and for the nine months ended September 30, 2011:

	September 30, 2011 and the Nine Months Then Ended			
	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated
	(Dollars in millions)			
Revenues	**$1,483.7**	**$ 521.6**	**$ 8.2(a)**	**$ 2,013.5**
Expenses	**$ 904.8**	**$ 382.8**	**$(362.7)(b)**	**$ 924.9**
Other income (loss)	**$ —**	**$ (630.5)**	**$ 12.3(c)**	**$ (618.2)**
Economic net income (loss)	**$ 578.9**	**$ (491.7)**	**$ 383.2(d)**	**$ 470.4**
Total assets	**$4,468.7**	**$21,116.0**	**$(144.4)(e)**	**$25,440.3**

The following table reconciles the Total Segments to Carlyle's Income (Loss) Before Provision for Taxes for the nine months ended September 30, 2010:

	Nine Months Ended September 30, 2010			
	Total Reportable Segments	Consolidated Funds	Reconciling Items	Carlyle Consolidated
	(Dollars in millions)			
Revenues	$965.6	$318.4	$ (27.2)(a)	$1,256.8
Expenses	$597.6	$194.8	$(248.8)(b)	$ 543.6
Other income	$ —	$173.6	$ 0.1(c)	$ 173.7
Economic net income	$368.0	$297.2	$ 221.7(d)	$ 886.9

(a) The Revenues adjustment principally represents fund management and performance fees earned from the Consolidated Funds which were eliminated in consolidation to arrive at the Company's total revenues, adjustments for amounts attributable to non-controlling interests in consolidated entities and adjustments to reflect the Company's ownership interests in Claren Road and ESG which were included in Revenues in the Company's segment reporting.

(b) The Expenses adjustment represents the elimination of intercompany expenses of the Consolidated Funds payable to the Company, adjustments for partner compensation, charges and credits associated with Carlyle corporate actions and non-recurring items, and adjustments to reflect the Company's ownership interests in Claren Road and ESG as detailed below (Dollars in millions):

	Nine Months Ended September 30,	
	2011	2010
Partner compensation	**$ (458.3)**	$ (222.8)
Acquisition related charges and amortization of intangibles	**57.1**	1.5
Other non-operating expenses	**30.0**	—
Severance and lease terminations	**6.3**	4.1
Amounts attributable to Claren Road and ESG Founders	**95.9**	—
Other adjustments	**—**	(0.4)
Elimination of expenses of Consolidated Funds and other adjustments	**(93.7)**	(31.2)
	$ (362.7)	$ (248.8)

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

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

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

	Nine Months Ended September 30,	
	2011	2010
	(Dollars in millions)	
Income before provision for income taxes	**$ 470.4**	$ 886.9
Adjustments:		
Partner compensation(1)	**(458.3)**	(222.8)
Acquisition related charges and amortization of intangibles	**57.1**	1.5
Other non-operating expenses	**30.0**	—
Non-controlling interests in Consolidated entities	**473.4**	(301.3)
Severance and lease terminations	**6.3**	4.1
Other adjustments	**—**	(0.4)
Economic Net Income	**$ 578.9**	$ 368.0
Net performance fees(2)	**407.6**	163.6
Investment income(2)	**63.8**	48.9
Fee Related Earnings	**$ 107.5**	$ 155.5
Realized performance fees, net of related compensation(2)	**461.1**	44.7
Investment income — realized(2)	**48.4**	7.1
Distributable Earnings	**$ 617.0**	$ 207.3

(1) Adjustments for partner compensation reflect amounts due to Carlyle partners for compensation and carried interest allocated to them, which amounts were classified as partnership distributions in the condensed combined and consolidated financial statements.

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

	Nine Months Ended September 30, 2011		
	Carlyle Consolidated	Adjustments(3)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 870.1	$ 16.6	$ 886.7
Unrealized	(133.6)	(58.1)	(191.7)
Total performance fees	736.5	(41.5)	695.0
Performance fee related compensation expense			
Realized	136.2	289.4	425.6
Unrealized	(81.7)	(56.5)	(138.2)
Total performance fee related compensation expense	54.5	232.9	287.4
Net performance fees			
Realized	733.9	(272.8)	461.1
Unrealized	(51.9)	(1.6)	(53.5)
Total net performance fees	$ 682.0	$ (274.4)	$ 407.6
Investment income (loss)			
Realized	$ 50.3	$ (1.9)	$ 48.4
Unrealized	6.3	9.1	15.4
Total investment income	$ 56.6	$ 7.2	$ 63.8

	Nine Months Ended September 30, 2010		
	Carlyle Consolidated	Adjustments(3)	Total Reportable Segments
		(Dollars in millions)	
Performance fees			
Realized	$ 92.4	$ 7.4	$ 99.8
Unrealized	220.8	(17.7)	203.1
Total performance fees	313.2	(10.3)	302.9
Performance fee related compensation expense			
Realized	(0.1)	55.2	55.1
Unrealized	40.5	43.7	84.2
Total performance fee related compensation expense	40.4	98.9	139.3
Net performance fees			
Realized	92.5	(47.8)	44.7
Unrealized	180.3	(61.4)	118.9
Total net performance fees	$ 272.8	$ (109.2)	$ 163.6
Investment income (loss)			
Realized	$ (0.8)	$ 7.9	$ 7.1
Unrealized	44.1	(2.3)	41.8
Total investment income (loss)	$ 43.3	$ 5.6	$ 48.9

(3) Adjustments to performance fees and investment income (loss) relate to amounts earned from the Consolidated Funds, which were eliminated in the U.S. GAAP consolidation but were included in the segment results, and amounts attributable to non-controlling interests in consolidated entities, which were excluded from the segment results. Adjustments to performance fee related compensation expense relate to the inclusion of partner compensation in the segment results. Adjustments are also included in these financial statement captions for the nine months ended September 30, 2011 to reflect the Company's 55% economic interest in Claren Road and ESG and the Company's 60% interest in AlpInvest in the segment results.

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

15. Subsequent Events

On December 14, 2011, the Company entered into an asset purchase agreement relating to the purchase of contracts connected with the management and servicing of certain CLOs. Closing of the purchase is subject to conditions, including the receipt of certain third party consents. Gross assets of these CLOs are estimated to be approximately $3 billion at September 30, 2011.

On November 18, 2011, the Company acquired Churchill Financial LLC ("Churchill") and its primary asset, the CLO management contract of Churchill Financial Cayman Ltd. (the "CLO"). The CLO has total commitments of $1.25 billion at October 31, 2011. The Company will account for this transaction as a business combination. The consideration transferred in this acquisition consisted solely of the Company's assumption from the seller of certain operating liabilities of Churchill. The Company has not completed its final valuation of the assets acquired and liabilities assumed, but anticipates that the fair value of the assets acquired will range from $5 million to $10 million and the fair value of the liabilities assumed will be up to $1 million, which would result in the Company reporting a gain on this acquisition ranging from $4 million to $9 million. A final purchase price allocation will be performed once the Company has completed its final valuation of the tangible and intangible assets and liabilities that existed at the completion of the acquisition. The final purchase price allocations are expected to be completed in connection with the Company's December 31, 2011 financial reporting.

On October 20, 2011, the Company borrowed $265.5 million under its revolving credit facility to redeem $250.0 million aggregate principal amount of the subordinated notes for a redemption price of $260.0 million, representing a 4% premium, plus accrued interest of approximately $5.5 million. As a result, an aggregate of $250.0 million principal amount of notes remained outstanding as of such date.

The Company has evaluated subsequent events through January 10, 2012, which is the date the financial statements were issued.

16. Supplemental Financial Information

The following supplemental financial information illustrates the consolidating effects of the Consolidated Funds on the Company's financial position as of September 30, 2011 and December 31, 2010 and results of operations for the nine months ended September 30, 2011 and 2010. The supplemental statement of cash flows is presented without effects of the Consolidated Funds.

	As of September 30, 2011			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Assets				
Cash and cash equivalents	$ 712.6	$ —	$ —	$ 712.6
Cash and cash equivalents held at Consolidated Funds	—	678.3	—	678.3
Restricted cash	32.8	—	—	32.8
Restricted cash and securities of Consolidated Funds	—	92.7	—	92.7
Investments and accrued performance fees	2,717.2	—	(127.3)	2,589.9
Investments of Consolidated Funds	—	20,148.0	—	20,148.0
Due from affiliates and other receivables, net	279.1	—	(16.0)	263.1
Due from affiliates and other receivables of Consolidated Funds, net	—	182.1	(1.1)	181.0
Fixed assets, net	48.0	—	—	48.0
Deposits and other	53.8	14.9	—	68.7
Intangible assets, net	608.3	—	—	608.3
Deferred tax assets	16.9	—	—	16.9
Total assets	$ 4,468.7	$ 21,116.0	$ (144.4)	$ 25,440.3
Liabilities and equity				
Loans payable	$ 698.5	$ —	$ —	$ 698.5
Subordinated loan payable to affiliate	520.0	—	—	520.0
Loans payable of Consolidated Funds	—	10,156.0	(55.2)	10,100.8
Accounts payable, accrued expenses and other liabilities	203.4	—	—	203.4
Accrued compensation and benefits	544.4	—	—	544.4
Due to Carlyle partners	1,109.7	—	—	1,109.7
Due to affiliates	31.9	2.0	(7.8)	26.1
Deferred revenue	211.2	2.0	—	213.2
Deferred tax liabilities	57.5	—	—	57.5
Other liabilities of Consolidated Funds	—	456.2	(22.4)	433.8
Accrued giveback obligations	148.7	—	—	148.7
Total liabilities	3,525.3	10,616.2	(85.4)	14,056.1
Redeemable non-controlling interests in consolidated entities	7.1	1,789.8	(0.1)	1,796.8
Members' equity	772.6	25.0	(25.0)	772.6
Accumulated other comprehensive loss	(31.7)	—	—	(31.7)
Total members' equity	740.9	25.0	(25.0)	740.9
Equity appropriated for Consolidated Funds	—	658.3	(9.5)	648.8
Non-controlling interests in consolidated entities	195.4	8,026.7	(24.4)	8,197.7
Total equity	936.3	8,710.0	(58.9)	9,587.4
Total liabilities and equity	$ 4,468.7	$ 21,116.0	$ (144.4)	$ 25,440.3

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

	As of December 31, 2010			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Assets				
Cash and cash equivalents	$ 616.9	$ —	$ —	$ 616.9
Cash and cash equivalents held at Consolidated Funds	—	729.5	—	729.5
Restricted cash	16.5	—	—	16.5
Restricted cash and securities of Consolidated Funds	—	135.5	—	135.5
Investments and accrued performance fees	2,669.9	—	(75.6)	2,594.3
Investments of Consolidated Funds	—	11,864.6	—	11,864.6
Due from affiliates and other receivables, net	329.7	—	(3.9)	325.8
Due from affiliates and other receivables of Consolidated Funds, net	—	245.2	(5.6)	239.6
Fixed assets, net	39.6	—	—	39.6
Deposits and other	34.1	7.2	—	41.3
Intangible assets, net	448.4	—	—	448.4
Deferred tax assets	10.8	—	—	10.8
Total assets	$ 4,165.9	$ 12,982.0	$ (85.1)	$ 17,062.8
Liabilities and equity				
Loans payable	$ 597.5	$ —	$ —	$ 597.5
Subordinated loan payable to affiliate	494.0	—	—	494.0
Loans payable of Consolidated Funds	—	10,475.9	(42.4)	10,433.5
Accounts payable, accrued expenses and other liabilities	211.6	—	—	211.6
Accrued compensation and benefits	520.9	—	—	520.9
Due to Carlyle partners	953.1	—	(4.5)	948.6
Due to affiliates	27.7	1.5	(5.6)	23.6
Deferred revenue	200.1	2.1	—	202.2
Deferred tax liabilities	0.2	—	—	0.2
Other liabilities of Consolidated Funds	—	622.4	(3.9)	618.5
Accrued giveback obligations	119.6	—	—	119.6
Total liabilities	3,124.7	11,101.9	(56.4)	14,170.2
Redeemable non-controlling interests in consolidated entities	—	694.0	—	694.0
Members' equity	929.7	—	—	929.7
Accumulated other comprehensive loss	(34.5)	—	—	(34.5)
Total members' equity	895.2	—	—	895.2
Equity appropriated for Consolidated Funds	—	946.5	(8.0)	938.5
Non-controlling interests in consolidated entities	146.0	239.6	(20.7)	364.9
Total equity	1,041.2	1,186.1	(28.7)	2,198.6
Total liabilities and equity	$ 4,165.9	$ 12,982.0	$ (85.1)	$ 17,062.8

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

	Nine Months Ended September 30, 2011			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	$ 757.7	$ —	$ (74.5)	$ 683.2
Performance fees				
Realized	909.4	—	(39.3)	870.1
Unrealized	(160.0)	—	26.4	(133.6)
Total performance fees	749.4	—	(12.9)	736.5
Investment income				
Realized	60.8	—	(10.5)	50.3
Unrealized	19.3	—	(13.0)	6.3
Total investment income	80.1	—	(23.5)	56.6
Interest and other income	14.9	—	0.7	15.6
Interest and other income of Consolidated Funds	—	521.6	—	521.6
Total revenues	1,602.1	521.6	(110.2)	2,013.5
Expenses				
Compensation and benefits				
Base compensation	277.2	—	—	277.2
Performance fee related				
Realized	136.2	—	—	136.2
Unrealized	(81.7)	—	—	(81.7)
Total compensation and benefits	331.7	—	—	331.7
General, administrative and other expenses	225.6	—	(0.9)	224.7
Interest	48.5	—	—	48.5
Interest and other expenses of Consolidated Funds	—	382.8	(92.8)	290.0
Other non-operating expenses	30.0	—	—	30.0
Total expenses	635.8	382.8	(93.7)	924.9
Other loss				
Net investment losses of Consolidated Funds	—	(630.5)	12.3	(618.2)
Income (loss) before provision for income taxes	966.3	(491.7)	(4.2)	470.4
Provision for income taxes	25.7	—	—	25.7
Net income (loss)	940.6	(491.7)	(4.2)	444.7
Net income (loss) attributable to non-controlling interests in consolidated entities	22.5	—	(495.9)	(473.4)
Net income (loss) attributable to Carlyle Group	$ 918.1	$ (491.7)	$ 491.7	$ 918.1

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

	Nine Months Ended September 30, 2010			
	Consolidated Operating Entities	Consolidated Funds	Eliminations	Consolidated
	(Dollars in millions)			
Revenues				
Fund management fees	$ 597.4	$ —	$ (31.2)	$ 566.2
Performance fees				
Realized	100.6	—	(8.2)	92.4
Unrealized	215.9	—	4.9	220.8
Total performance fees	316.5	—	(3.3)	313.2
Investment income (loss)				
Realized	7.0	—	(7.8)	(0.8)
Unrealized	49.6	—	(5.5)	44.1
Total investment income (loss)	56.6	—	(13.3)	43.3
Interest and other income	16.4	—	(0.7)	15.7
Interest and other income of Consolidated Funds	—	318.4	—	318.4
Total revenues	986.9	318.4	(48.5)	1,256.8
Expenses				
Compensation and benefits				
Base compensation	221.5	—	—	221.5
Performance fee related				
Realized	(0.1)	—	—	(0.1)
Unrealized	40.5	—	—	40.5
Total compensation and benefits	261.9	—	—	261.9
General, administrative and other expenses	104.6	—	0.8	105.4
Interest	13.5	—	—	13.5
Interest and other expenses of Consolidated Funds	—	194.8	(32.0)	162.8
Total expenses	380.0	194.8	(31.2)	543.6
Other income				
Net investment income of Consolidated Funds	—	173.6	0.1	173.7
Income before provision for income taxes	606.9	297.2	(17.2)	886.9
Provision for income taxes	14.5	—	—	14.5
Net income	592.4	297.2	(17.2)	872.4
Net income attributable to non-controlling interests in consolidated entities	21.3	—	280.0	301.3
Net income attributable to Carlyle Group	$ 571.1	$ 297.2	$ (297.2)	$ 571.1

Carlyle Group

Notes to the Condensed Combined and Consolidated Financial Statements — (Continued)

	Nine Months Ended September 30, 2011	2010
	(Dollars in millions)	
Cash flows from operating activities		
Net income	**$ 940.6**	$ 592.4
Adjustments to reconcile net income to net cash flows from operating activities:		
Depreciation and amortization	**61.6**	17.6
Amortization of deferred financing fees	**0.8**	1.3
Non-cash performance fees	**158.7**	(215.9)
Other non-cash amounts	**41.7**	(18.9)
Investment income	**(67.3)**	(53.9)
Purchases of investments	**(75.2)**	(65.9)
Proceeds from the sale of investments	**273.0**	35.1
Proceeds from the sale of trading securities	**0.2**	7.9
Change in due from affiliates and other receivables	**15.1**	13.4
Change in deposits and other	**(19.8)**	(6.6)
Change in accounts payable, accrued expenses and other liabilities	**(61.2)**	(26.8)
Change in accrued compensation and benefits	**(185.7)**	7.6
Change in due to affiliates	**(0.6)**	(15.4)
Change in deferred revenue	**14.0**	24.0
Net cash provided by operating activities	**1,095.9**	295.9
Cash flows from investing activities		
Change in restricted cash	**(15.7)**	(0.3)
Purchases of fixed assets, net	**(25.8)**	(20.1)
Purchases of intangible assets	**(8.1)**	(46.5)
Acquisitions, net of cash acquired	**(71.5)**	—
Net cash used in investing activities	**(121.1)**	(66.9)
Cash flows from financing activities		
Borrowings under credit facility	**125.0**	—
Payments on loans payable	**(24.0)**	(41.6)
Contributions from members	**9.6**	13.5
Distributions to members	**(1,040.9)**	(194.9)
Contributions from non-controlling interest holders	**25.3**	30.6
Distributions to non-controlling interest holders	**(33.6)**	(16.4)
Change in due to/from affiliates financing activities	**56.7**	(13.5)
Net cash used in financing activities	**(881.9)**	(222.3)
Effect of foreign exchange rate changes	**2.8**	(1.9)
Increase in cash and cash equivalents	**95.7**	4.8
Cash and cash equivalents, beginning of period	**616.9**	488.1
Cash and cash equivalents, end of period	**$ 712.6**	$ 492.9

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Independent auditor's report on consolidated balance sheet

To the Board of Directors of AlpInvest Partners N.V.

We have audited the accompanying consolidated balance sheet of AlpInvest Partners N.V. as of June 30, 2011 and related notes, comprising a summary of significant accounting policies and other explanatory information. This consolidated balance sheet is the responsibility of the Company's management. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the balance sheet, assessing the accounting principles used and significant estimates made by management, and evaluating the overall balance sheet presentation. We believe that our audit of the balance sheet provides a reasonable basis for our opinion.

In our opinion, the consolidated balance sheet referred to above presents fairly, in all material respects, the consolidated financial position of AlpInvest Partners N.V. as at June 30, 2011 in conformity with generally accepted accounting principles in the Netherlands.

Generally accepted accounting principles in the Netherlands vary in certain significant respects from U.S. generally accepted accounting principles. Information relating to the nature and effect of such differences is presented in notes 6 and 7 to the consolidated balance sheet.

Amsterdam, The Netherlands, August 4, 2011
/s/ Ernst & Young Accountants LLP

AlpInvest Partners N.V.

Consolidated Balance Sheet

	June 30, 2011 (€ thousands)	
Assets		
Fixed assets		
Tangible fixed assets, 4.1		
Other fixed assets	781	
Financial fixed assets		
Participation in investments, 4.2	314	
		€ 1,095
Current assets		
Pensions	459	
Accounts receivable		
Receivables	228	
Receivables from related parties, 4.3	5,688	
Other tax and social security receivables	21	
Corporate income tax receivables, 4.4	1,446	
Prepayments and accrued income, 4.6	1,189	
Short-term deposits	7,526	
		16,557
Cash and cash equivalents, 4.7		
Call deposits	97,000	
Cash	498	
		97,498
Total assets		€ 115,150
Liabilities and equity		
Group Equity		
Equity attributable to shareholders of the parent company, 4.8	84,803	
Equity attributable to other shareholders, 4.9	2,929	
		€ 87,732
Provisions		
Other long-term employee benefits, 4.10		102
Current liabilities		
Creditors	348	
Liabilities to related parties	8	
Other tax and social security payables	420	
Corporate income tax liabilities	12,999	
Forward contracts, 4.5	292	
Other short-term liabilities, 4.11	13,249	
		27,316
Total liabilities and equity		€ 115,150

The reference numbers relate to the notes which form an integral part of the consolidated balance sheet

AlpInvest Partners N.V.
Notes to the Consolidated Balance Sheet

1. Organization and presentation

1.1 General

This consolidated balance sheet prepared in accordance with generally accepted accounting principles of The Netherlands ("Dutch GAAP"), and including a reconciliation to US GAAP has been prepared for the inclusion in the S-1 filing of The Carlyle Group.

Unless indicated otherwise, the notes refer to the consolidated balance sheet and all amounts are stated in thousands of EURO.

1.2 Operations

AlpInvest Partners N.V. (the "company") was incorporated on February 1, 2000 as NIB Capital Private Equity N.V. The company primarily engages in private equity investment management and financing services, and invests, directly and indirectly, in private equity related instruments on behalf of its clients. This includes participating interests in private equity funds and other such strategic alliances that invest in private equity (both listed and unlisted), as well as public and private participations and interests in, and management of, companies of whatever nature, financing of third parties and performance of such activities as are related or conducive to those listed above.

The statutory seat of the company is at Jachthavenweg 118, 1081 KJ Amsterdam, the Netherlands.

1.3 Group Structure

As from April 5, 2004, Stichting Pensioenfonds ABP and Stichting Pensioenfonds Zorg en Welzijn each owned 50% of the shares in the company. On February 29, 2008 Stichting Pensioenfonds ABP transferred its shares to APG Algemene Pensioen Groep N.V. ("APG"). On November 5, 2008 Stichting Pensioenfonds Zorg en Welzijn transferred its shares to PGGM N.V. ("PGGM").

On January 26, 2011 APG and PGGM signed an agreement to sell the shares of AlpInvest Partners N.V. The shares were transferred on July 1, 2011 to AP B.V., a company ultimately owned by The Carlyle Group and AlpInvest Managing Partners.

On July 1, 2011 the legal form of the company was changed through an amendment of the articles of association from an N.V. ('Naamloze Vennootschap') to a B.V. ('Besloten Vennootschap').

1.4 Consolidation

The consolidated balance sheet comprises the financial data of AlpInvest Partners N.V. and all group companies in which AlpInvest Partners N.V. exercises a controlling influence on management and financial policy ("Group companies"). These companies are consolidated in full. The investment entities of which the company or one of its subsidiaries is the General Partner are not consolidated for Dutch GAAP reporting purposes.

Intercompany transactions, profits and balances among group companies are eliminated, unless these results are realised through transactions with third parties. Unrealised losses on intercompany transactions are eliminated as well, unless such a loss qualifies as impairment.

Reference is made to chapter 5 of these statements for an overview of Group companies.

1.5 Related Parties

As per June 30, 2011 APG and PGGM as well as Stichting Pensioenfonds ABP and Stichting Pensioenfonds Zorg en Welzijn are considered related parties.

The investment entities managed by the company or any of its Group companies, as well as its Directors and other shareholders (and the ultimate beneficial owners) in Group companies are also considered related parties.

Related party transactions included in the consolidated balance sheet consist of:

- An investment in AlpInvest Partners Later Stage Co-Investments II C.V. by Betacom XLII B.V. (note 4.2);
- Carried interest related receivables (note 4.3);
- Short term loans from the company to the investment entities managed by the company or any of its Group companies (note 4.3);
- Recharge of certain cost/revenue paid respectively invoiced by the company or any of its Group companies on behalf of the investment entities as accounted for under Prepayments and accrued income or Other short-term liabilities (note 4.6 and 4.11); and
- Other shareholder interests in Group companies of which (former) employees, among which Directors of the company, are the ultimate beneficial owners (note 4.9).

The relevant amounts are disclosed in the indicated paragraphs of the notes to the consolidated balance sheet.

1.6 Estimates

In applying the accounting policies and guidelines for preparing the consolidated balance sheet, management applies several estimates and judgments that might be essential for the amounts disclosed in the consolidated balance sheet. If necessary for the purposes of providing appropriate insight the nature of estimates and judgments, including the related assumptions, are disclosed in the notes to the consolidated balance sheet items in question.

2. Accounting policies for the consolidated balance sheet

2.1 General

The consolidated balance sheet has been prepared in accordance with Dutch GAAP. The balance sheet is denominated in Euros.

In general, assets and liabilities are stated at the amounts at which they were acquired or incurred, or fair value. If not specifically stated otherwise, they are recognized at the amounts at which they were acquired or incurred. The balance sheet includes references to the notes.

2.2 Tangible Fixed Assets

Tangible fixed assets are stated at historical cost plus additional direct expense or manufacturing price less straight-line depreciation based on estimated useful life. Any impairment at the balance sheet date is taken into account. For details on how to determine whether tangible fixed assets are impaired, please refer to note 2.4.

2.3 Financial Fixed Assets

Participating interests in which the company does not exert significant influence are carried at fair market value. The fair market value is determined quarterly, based on the International Private Equity and Venture Capital Valuation Guidelines. Any increase or decrease in the carrying value of

an investment is charged to the income statement in the year to which it relates. The results for exits are determined by the difference between sales proceeds and the carrying value of the investments prior to the sale.

2.4 Impairment of Non-current Assets

At each balance sheet date, the company tests whether there are any indications of assets being subject to impairment. An asset is subject to impairment if its carrying amount exceeds its recoverable amount. The recoverable amount is the higher of the net realizable value and the value in use.

2.5 Receivables

Receivables are recognised initially at fair value and subsequently measured at amortised cost. When a receivable is uncollectible, it is written off against the allowance account for receivables.

Receivables from related parties mainly comprise receivables related to carried interest income. Carried interest fees are recognized as income if and when it is certain that the conditions applicable for earning such fees have been fully met, and the investors have received back their full investment, all expenses and a minimum contractual return.

2.6 FX Forward-contracts

FX forward-contracts are recognized at the amount of the difference between the contracted forward rate and the spot rate as at the balance sheet date. The change in value is recognized through profit and loss.

2.7 Cash and Cash Equivalents

Cash represents cash in hand, bank balances and call-deposits. Negative balances at banks in one currency are netted with positive balances in other currencies. Cash and cash equivalents are stated at face value.

2.8 Group Equity

Group equity is made up of share capital, reserve for currency exchange differences, legal reserve and other reserves. The share capital recognised in the balance sheet has been issued and fully paid up. The other reserves consist of the accumulated results realised in previous years.

2.9 Equity Attributable to Other Shareholders

The equity attributable to other shareholders is stated at the amount of the net interest in the Group companies concerned.

2.10 Pension Obligations

Dutch Pension Plans

AlpInvest Partners N.V. operates a number of pension plans. The characteristics of the main plan (open to new employees) are:

- The basis for the defined benefit scheme is final pay;
- The salary in the defined benefit scheme is capped;
- Above the cap the pension scheme becomes defined contribution;
- Pensions and deferred pension rights of former employees can be increased yearly with a percentage to be determined by the employer; and
- The pensions have been insured with an outside insurance company.

The company has a guaranteed insurance contract. The assets of the scheme have been allocated 70% to bonds and 30% to equities and are managed by the applicable insurance company. Pensions and deferred pension rights of former employees can be increased yearly with a percentage to be determined by the employer.

The conditions of the Dutch Pension Act are applicable to all pensions of AlpInvest Partners N.V. AlpInvest Partners N.V. pays premiums based on contractual requirements to the insurance company. Premiums are recognised as personnel costs when they are due. Prepaid contributions are recognised as deferred assets if these lead to a refund or reduction of future payments. Contributions that are due but have not been paid yet are represented as liabilities.

There are no other existing obligations (other than premiums to be paid) to the insurance company or employees that need to be recognized. No other assets need to be recognized.

The required pension provision is valued at its best estimate. As all obligations fall due and deferred assets will be released within one year the provision is stated at nominal value. AlpInvest Partners N.V. has applied the liability method for pension plans. The premiums paid for the (applicable period of the financial) year are charged to the result. Changes in the pension provision are also charged to the result.

Foreign Pension Plans

All pension plans operated outside the Netherlands are defined contribution plans. Foreign pension plans comparable to the Dutch pension system are also accounted for using the liability method.

Jubilee Benefits

The provision for jubilee benefits is formed for expected benefits payable to current employees. Jubilee benefits are rights to a benefit employees earn after a certain term of service (25 years) with the company.

Other Employee Related Liabilities

Liabilities related to salaries, wages and social security contributions are recognised based on the terms of employment, when they are payable to employees.

2.11 Liabilities

Liabilities are stated at the amounts at which they were incurred. Liabilities are subsequently stated at amortised cost, being the amount incurred taking account of any premium or discount, less transaction costs.

2.12 Tax related Assets and Liabilities

Dutch fiscal practice rules determine domestic corporation tax, taking into account allowable deductions, charges and exemptions.

AlpInvest Partners N.V. forms a fiscal unity for corporate income tax with some of its wholly owned subsidiaries.

2.13 Foreign Currencies

Functional Currency

Items included in the balance sheets of group companies are measured using the currency of the primary economic environment in which the respective group company operates (the functional

currency). The consolidated balance sheet is presented in euros, which is the functional and presentation currency of AlpInvest Partners N.V.

Transactions, Receivables and Liabilities

Foreign currency transactions in the reporting period are translated into the functional currency using the exchange rates prevailing at the dates of the transactions.

Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the rate of exchange prevailing at the balance sheet date. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates are recognised in profit and loss.

Translation differences on non-monetary assets are recognised in profit and loss using the exchange rates prevailing at the dates of the transactions (or the approximated rates).

Group Companies

Assets and liabilities of consolidated subsidiaries with a functional currency different from the presentation currency are translated at the rate of exchange prevailing at the balance sheet date; income and expense are translated at average exchange rates during the financial year. Any resulting exchange differences are taken directly to the legal reserve for translation differences within equity.

2.14 Accrued Interest

Interest paid and received is recognised on a time-weighted basis, taking account of the effective interest rate of the assets and liabilities concerned. Accrued interest reflects the interest recognised during the period but not received/paid as per balance sheet date.

3. Financial Instruments and Risk Management

3.1 Currency Risk

AlpInvest Partners N.V. mainly operates in the European Union and the United States. The currency risk for AlpInvest Partners N.V. largely concerns future expenses in US dollars. On the basis of a risk analysis, the Management Board of the company has decided to hedge a large part of the US dollar exposure for 2011 related USD expenses. For this purpose forward exchange contracts have been entered into prior to the start of the year 2011.

AlpInvest Partners N.V. also incurs currency risk on the net investments in its foreign subsidiaries, which is not hedged.

3.2 Interest Rate Risk

AlpInvest Partners N.V. incurs market risk in respect of the renewal of fixed-interest deposits. No financial derivatives for interest rate risk are contracted with regards to these deposits as they are of a short term nature.

3.3 Credit Risk

The investor base of AlpInvest Partners N.V. is highly concentrated. However, the credit risk is considered to be very limited as investors pay the majority of the fees in advance. The creditworthiness of these parties is considered to be high and, as they are pension funds, monitored by regulators.

The deposits of AlpInvest Partners N.V. as at June 30, 2011 were held with one credit institution with a rating of A-1 for short-term credits and A for long-term credits (S&P rating). Given the short term nature of the deposits this is considered acceptable.

3.4 Liquidity Risk

The company has sufficient funds at its disposal in the form of short-term deposits and cash for its current operations.

4. Account Balance Details

4.1 Tangible Fixed Assets

Tangible Fixed Assets	Computers and Software	Furniture and Other Office Equipment	Leasehold Improve-ments	Total
Balance on June 30, 2011				
Cost	€ 6,030	€ 1,538	€ 3,015	€ 10,583
Accumulated impairment and depreciation	(5,708)	(1,291)	(2,803)	(9,802)
Book value	€ 322	€ 247	€ 212	€ 781

Tangible fixed assets are depreciated over a period ranging from three to five years.

4.2 Financial Fixed Assets

The participation in investments relates to AlpInvest Partners Later Stage Co-Investments II C.V. which is accounted for at fair value. For a list of all companies in which AlpInvest Partners N.V. has interests, see chapter 5.

4.3 Receivables From Related Parties

	June 30, 2011
Related party	
Stichting Pensioenfonds ABP	€ 3,187
Stichting Pensioenfonds Zorg en Welzijn	2,439
	5,626
Investment entities	62
Total	€ 5,688

These receivables are mainly related to carried interest income. All receivables fall due in less than one year. The fair value of the receivables approximates the book value.

4.4 Corporate Income Tax Receivable

This amount relates mainly to income tax paid in the US in excess of the amounts that are estimated to be due to the tax authorities for past fiscal years.

4.5 Forward Contracts

In 2010 and 2011 AlpInvest Partners N.V. economically hedged a large part of its 2011 and some of its 2012 funding requirements in US dollars by buying US dollar forwards. At June 30, 2011 forward contracts for a total amount of $15,600 were outstanding. The delivery dates of the US dollars have been set to match the US dollar cash outflows between July 2011 and January 2012. The difference between the total value in Euro of the remaining outstanding forward agreements at the spot rate (€10,760) and the total value in Euro at the contracted forward rate (€11,052) amounted to a liability of €292 on June 30, 2011.

4.6 Prepayments and Accrued Income

	June 30, 2011
Prepaid rent	€ 258
Accrued interest	143
Prepaid management fee	96
Other receivables and prepaid items	692
Total	€ 1,189

All receivables fall due in less than one year. The fair value of the receivables approximates the book value.

4.7 Cash and Cash Equivalents

Cash and call deposits are at the company's free disposal.

4.8 Equity Attributable to Shareholders of the Parent

Share Capital

The company's authorized capital at June 30, 2011 was €20,000,000 divided into 20,000 ordinary shares of €1,000 each. Issued share capital totals €4,000,000, consisting of 4,000 ordinary shares with a nominal value of €1,000 each. The issued shares are fully paid. (All figures in this note are to the nearest Euro).

Legal Reserve for Translation Differences

This reserve relates to the foreign currency revaluation of AlpInvest Partners Holding Inc, AlpInvest Partners Inc., AlpInvest Partners Ltd and AlpInvest Partners UK Ltd.

Legal Reserve

This reserve relates to the positive difference of fair value less cost price of a participation in AlpInvest Partners Later Stage Co-Investments II C.V. which is accounted for at fair market value.

4.9 Equity Attributable to Other Shareholders

This amount represents the interest of holders of Certificates of Shares other than the shareholders of the parent company in some of the entities that are part of the consolidation (see chapter 5). These shareholders are entities whose ultimate beneficial owners are Directors and (former) employees of the company and its subsidiaries.

4.10 Provisions for Other Long-term Employee Benefits

The jubilee provision has bas been determined by an independent actuary. Of the provisions, €102 qualifies as long-term (i.e. in effect for more than one year). For the valuation of the jubilee provision the following actuarial assumptions have been used:

	June 30, 2011
Discount rate at end of period	6.10%
General increase in salaries	2.00%

4.11 Other Short-term Liabilities

	June 30, 2011
Personnel related items	€ 10,123
Carried interest related bonus	1,620
Holiday leave provision	213
Accrued expenses	1,057
Rent	168
Directors' fee payable to related parties	68
Total	€ 13,249

All current liabilities fall due in less than one year.

4.12 Off-balance Sheet Commitments and Contingencies

Multi-year Financial Obligations

Rental obligations for office space amount to €3,031 per annum. The leases expire on different dates between July 31, 2012 and March 10, 2018. A letter of credit for a maximum amount of $550 (€379) was issued in favour of the landlord of one of the office spaces, which expires ultimately on March 31, 2016.

The monthly obligations for car leases amount to €17. These contracts have an average remaining life of 24 months. The aggregate liability resulting from these contracts amounts to €391.

The monthly obligations for copiers amount to €13. The contracts have an average remaining life of 37 months.

The monthly obligation for Bloomberg terminals amount to €6. The contracts, which expire in 2012, will be automatically renewed for a period of 2 years.

The monthly obligation for an ICT service contract amounts to €40. The contract expires 31 December 2011, but can be ended at any time during that period taken into account a notice period of 3 months.

Guarantees

There are no outstanding guarantees on behalf of the company.

Liability as General Partner

Reference is made to chapter 5.

Tax Group Liability

The company forms an income tax group with a small number of Group companies. Under the standard conditions, the members of the tax group are jointly and severally liable for any taxes payable by the Group.

The total tax charge to a large extent is related to Dutch fiscal entities and the US subsidiary.

5. Supplementary Information

5.1 Interests in Group Companies

As at June 30, 2011, AlpInvest Partners N.V. had interests in the following companies:

Name of Company	Registered Office	% Ownership	Core Activities
AlpInvest Partners Holding Inc	New York	100	Advisory and management services
AlpInvest Partners Inc	New York	100 through AlpInvest Partners Holding Inc	Advisory and management services
AlpInvest Partners Ltd	Hong Kong	100	Advisory and management services
AlpInvest Partners UK limited	London	100	Advisory and management Services
AlpInvest Partners Later Stage Co-Investments Custodian II B.V.	Amsterdam	100	Acts as custodian of AlpInvest Partners Later Stage Co-Investments II C.V.
AlpInvest Partners Later Stage Co-Investments Custodian IIA B.V.	Amsterdam	100	Acts as custodian of AlpInvest Partners Later Stage Co-Investments IIA C.V.
AlpInvest Partners Fund of Funds Custodian IIA B.V.	Amsterdam	100	Acts as custodian of AlpInvest Partners Fund of Funds IIA C.V.
AlpInvest Private Equity Partners B.V. **	Amsterdam	100	Acts as general partner of AlpInvest Private Equity Fund C.V. and does everything in connection therewith or ancillary thereto.
Betacom XLII B.V.	Amsterdam	100	Provides risk bearing capital in any form, such as equity, or convertible loans to existing and new enterprises.
AlpInvest Partners Later Stage Co-Investments II C.V.	Amsterdam	0.99 through Betacom XLII B.V.	Acts as limited partner of AlpInvest Partners Later Stage Co-Investments II C.V.
Betacom XLV B.V. **	Amsterdam	100	Enters into and acts as general partner of limited partnerships which aim at making investments and acting as limited partner in limited partnerships.
Betacom Beheer 2004 B.V. **	Amsterdam	100	Manages limited partnerships.
AlpInvest Partners Direct Investments B.V. **	Amsterdam	40.90 *	Holding company
AlpInvest Partners Co-Investments B.V. **	Amsterdam	56.22 *	Holding company
AlpInvest Partners Direct Secondary Investments B.V.	Amsterdam	56.93 *	Acts as advisor and intermediary of investors in relation to the investment in funds in general, and in particular in relation to making investments and divestments in private equity funds.
AlpInvest Partners Later Stage Co-Investments Management II B.V. **	Amsterdam	45.90 *	Acts as general partner of AlpInvest Partners Later Stage Co-Investments II C.V.

Name of Company	Registered Office	% Ownership	Core Activities
AlpInvest Partners Fund Investments B.V. **	Amsterdam	64.27 *	Acts as advisor and intermediary of investors in relation to the investment in funds in general and in particular in relation to the making of investments and divestments in private equity funds.
AlpInvest Partners Later Stage Co-Investments Management IIA B.V. **	Amsterdam	100 *	Acts as general partner of AlpInvest Partners Later Stage Co-Investments IIA C.V. and holding and financing company.
AlpInvest Partners Fund of Funds Management IIA B.V. **	Amsterdam	100 *	Acts as general partner of AlpInvest Partners Fund of Funds IIA C.V., holding and financing company.
AlpInvest Partners European Mezzanine Investments B.V.	Amsterdam	100 *	Makes mezzanine investments and performs all direct and indirect activities in connection therewith.
AlpInvest Partners US Mezzanine Investments B.V. **	Amsterdam	62.90 *	Makes investments in general and in particular investments and divestments in mezzanine funds, and everything ancillary thereto.
AlpInvest Partners Direct Investments 2003 B.V. **	Amsterdam	0 *	Holding and financing company.
AlpInvest Partners Fund Investments 2003 B.V. **	Amsterdam	28.76 *	Acts as advisor and intermediary of investors and in relation to the investment in funds in general and especially in relation to making investments in private equity funds.
AlpInvest Partners 2003 B.V. **	Amsterdam	28.76 *	Holding and financing company
AlpInvest Partners Mezzanine Investments 2005/2006 B.V.	Amsterdam	100 *	Invests funds, including making investments and divestments in mezzanine funds and everything directly or indirectly related, as well as provides financial (advisory) services.
AlpInvest Partners Fund Investments 2006 B.V. **	Amsterdam	100 *	Acts as general partner of one or more limited partnership(s).
AlpInvest Partners 2006 B.V. **	Amsterdam	100 *	Holding and financing company.
AlpInvest Partners 2009 B.V. **	Amsterdam	100	Acts as general partner of one or more limited partnership(s)
AlpInvest Partners Fund Investments 2009 B.V. **	Amsterdam	100	Acts as general partner of one or more limited partnership(s)
AlpInvest Partners Beheer 2006 B.V. **	Amsterdam	100	Incorporates, participates in (in any form), manages, supervises and/or finances enterprises, companies and partnerships.

Name of Company	Registered Office	% Ownership	Core Activities
AlpInvest Beheer 2006 Ltd **	Cayman Islands	100 through AlpInvest Partners Beheer 2006 B.V.	Acts as general partner of AlpInvest Partners Beheer 2006 LP
AlpInvest Partners Mezzanine Investments 2007/2009 B.V.**	Amsterdam	100 *	Holding and financing company.
AlpInvest Partners Clean Technology Investments 2007-2009 B.V.**	Amsterdam	100 *	Acts as general partner of one or more limited partnerships and holding companies.
AlpInvest Partners Clean Technology Investments 2010-2011 B.V.	Amsterdam	100	Acts as general partner of one or more limited partnerships and holding companies
AlpInvest Partners 2008 B.V.**	Amsterdam	100 *	Holding and participation company
Oeral Investments B.V.	Zeist	100	Holding company
AP Private Equity Investments I B.V.	Amsterdam	100 through Oeral Investments B.V.	Management and financing services
AP Private Equity Investments IV B.V.	Amsterdam	100 through Oeral Investments B.V.	Management and financing services
AlpInvest Partners 2011 B.V. **	Amsterdam	100	Acts as general partner of one or more limited partnership(s)
Newport Support Services B.V.	Amsterdam	100	Management and financing services
Greenbird Support Services B.V.	Amsterdam	100	Management and financing services

* AlpInvest Partners N.V. controls and consolidates all these entities as it holds one priority share in each of the entities. Stichting Admininistratie Kantoor AlpInvest Partners holds 100% of the ordinary shares in these entities. AlpInvest Partners N.V. holds the indicated percentage of the certificates issued by Stichting Admininistratie Kantoor AlpInvest Partners.

** These companies act as General Partner of CV's and hence are liable for the debts of these CV's to the extent of the BV's own equity.

5.2 Subsequent events

On January 26, 2011 APG and PGGM signed an agreement to sell the shares of AlpInvest Partners N.V. The shares were transferred on July 1, 2011 to AP B.V., a company ultimately owned by The Carlyle Group and AlpInvest Managing Partners.

On July 1, 2011 the legal form of the company was changed through an amendment of the articles of association from an N.V. ('Naamloze Vennootschap') to a B.V. ('Besloten Vennootschap').On this date the company also changed its governance structure, following the aforementioned acquisition of AlpInvest by The Carlyle Group and AlpInvest management. As per

this date, the Supervisory Board was dissolved and consequently the Supervisory Board members Mr. O.W. van der Wyck (Chairman), Mrs. E.F. Bos, Mr. A.B.J. ten Damme and Mr. A. Nühn resigned from the Supervisory Board. Mr. R.G. Chambers had resigned from the Supervisory Board on June 7, 2010. The Managing Board would like to thank the Supervisory Board members for their valuable contribution to the company. At the same date, Mr. D.A. D'Aniello and Mr. G. A. Youngkin, both members of the Management Committee of The Carlyle Group, joined the Managing Board of the company and Mr. W. Borgdorff and Mr. E.M.J. Thyssen resigned from the Managing Board.

On July 4, 2011 an amount of €66,000 was declared and paid out from the other reserves as dividend to the shareholders. This payment has not been recognized in the consolidated balance sheet.

6. Reconciliation of the Consolidated Balance Sheet to US GAAP

	AlpInvest Partners NV Consolidated Dutch GAAP EUR'000	AlpInvest Partners NV US GAAP Adjustments Notes 7.2, 7.3, 7.4 EUR'000	Consolidated Funds US GAAP Note 7.1 EUR'000	Eliminations for Consolidation Note 7.1 EUR'000	AlpInvest Partners NV Consolidated US GAAP EUR'000	AlpInvest Partners NV Consolidated US GAAP USD'000
Assets						
Fixed assets						
Tangible fixed assets						
Other fixed assets	€ 781	€ —	€ —	€ —	€ 781	$ 1,124
Financial fixed assets						
Pensions		3,227			3,227	4,644
Participation in investments	314				314	452
Investments of consolidated funds			5,716,317		5,716,317	8,226,352
	1,095	3,227	5,716,317		5,720,639	8,232,572
Current assets						
Pensions	459	(459)			—	—
Accounts receivable						
Receivables	228				228	328
Receivables from related parties	5,688	184,920	8	(40,375)	150,241	216,212
Tax and social security receivables	21				21	30
Corporate income tax receivables	1,446		5,717		7,163	10,308
Prepayments and accrued income	1,189		35,352		36,541	52,586
Other receivables of consolidated funds			23,764		23,764	34,199
Short-term deposits	7,526		2,167		9,693	13,949
	16,557	184,461	67,008	(40,375)	227,651	327,612
Cash and cash equivalents						
Call deposits	97,000				97,000	139,593
Cash	498		2,252		2,750	3,957
	97,498		2,252		99,750	143,550
Total assets	€ 115,150	€ 187,688	€ 5,785,577	€ (40,375)	€ 6,048,040	$ 8,703,734

	AlpInvest Partners NV Consolidated Dutch GAAP	AlpInvest Partners NV US GAAP Adjustments	Consolidated Funds US GAAP	Eliminations for Consolidation	AlpInvest Partners NV Consolidated US GAAP	AlpInvest Partners NV Consolidated US GAAP
		Notes 7.2, 7.3, 7.4	Note 7.1	Note 7.1		
	EUR'000	EUR'000	EUR'000	EUR'000	EUR'000	USD'000
Liabilities and equity						
Equity						
Equity attributable to shareholders of the parent company	€ 84,803	€ 25,136	€ —	€ —	€ 109,939	$ 158,212
Equity of consolidated funds			5,701,594	(5,701,594)	—	—
Equity attributable to other shareholders	2,929	(2,929)		5,701,594	5,701,594	8,205,163
	87,732	22,207	5,701,594	—	5,811,533	8,363,375
Provisions						
Other long-term employee benefits	102				102	147
Other accrued compensation		131,818			131,818	189,700
Deferred tax liabilities		30,734			30,734	44,229
Long-term liabilities						
Due to affiliates			83,716	(40,375)	43,341	62,371
Current liabilities						
Creditors	348				348	501
Liabilities to related parties	8				8	12
Tax and social security payables	420				420	604
Corporate income tax liabilities	12,999				12,999	18,708
Forward contracts	292				292	420
Other short-term liabilities	13,249	2,929			16,178	23,282
Other liabilities of consolidated funds			267		267	385
	27,316	2,929	267		30,512	43,912
Total liabilities and equity	€ 115,150	€ 187,688	€ 5,785,577	€ (40,375)	€ 6,048,040	$ 8,703,734

7. Notes to the Reconciliation of the Consolidated Balance Sheet to US GAAP

The consolidated balance sheet has been prepared in accordance with Dutch GAAP. The reconciliation of the Dutch GAAP consolidated balance sheet to the U.S. GAAP consolidated balance sheet in EURO and US Dollars including the Adjustments are presented in chapter 6. The significant measurement differences between Dutch GAAP and U.S. GAAP and their effect on the consolidated balance sheet are described in the notes below.

7.1 Consolidated Funds

In the US GAAP balance sheet AlpInvest consolidates funds in which AlpInvest as the general partner is presumed to have control through a majority voting interest or otherwise. This adjustment

is made following the requirement that variable interest entities ('VIEs'), for which the company is deemed to be the primary beneficiary, must be consolidated. Under the consolidation rules an entity is determined to be the primary beneficiary if it holds a controlling financial interest. The consolidation rules require an analysis to determine whether variable interests held in entities are VIEs and whether the company has a controlling financial interest. A controlling financial interest is defined as (a) the power to direct the activities of a VIE that most significantly impact the entity's business and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. Intercompany balances among group companies are eliminated.

Management of AlpInvest has determined that the consolidated funds are investment companies under US GAAP for the purpose of financial reporting and therefore all investments have to be recorded at estimated fair value. As a result, the majority owned and controlled direct investments are not consolidated by the funds.

In addition to the Investments the assets of the consolidated funds consist of receivables, short-term deposits and cash. The funds are mainly financed through equity, which is fully attributable to other shareholders. The liabilities consist mainly of long-term liabilities to affiliates.

Investments of Consolidated Funds (€5,716,317)

This item consists of the fair market value of the investments that are directly held by the legal entities that are consolidated. The valuation policy applicable to the valuation of the investments depends on the nature of the investments. Investments are valued as follows:

(a) Unquoted Securities

Fund Investments (Primary and Secondary)

The fair value of fund investments is based on the Investment Entity's proportionate share of the net assets of the investment partnerships as reported by the third party General Partners of the underlying partnerships and is extracted from the most recent information available from the General Partners of the underlying partnerships prior to the finalization of this balance sheet.

Direct and Co-investments (Equity and Mezzanine)

The General Partner's determination of fair value of direct and co-investments involves a significant degree of management judgment and takes into consideration the specific nature, facts and circumstances of each investment, including but not limited to the price at which the investment was acquired, current and projected operating performance, trading values on public exchanges for comparable securities, and the financing terms currently available. The determination of fair value is based on the best information available. Due to the absence of quoted markets, inherent lack of liquidity and the long term nature of private equity investments, the determination of fair value may differ from the value that would have been used had a ready market existed, and the differences could be material.

(b) Quoted Securities

In an active market the valuation of quoted investments is the closing trade price at the reporting date.

(c) Non EUR Denominated Securities

Investments in foreign securities are translated into Euros at the rate of exchange at the reporting date. Foreign exchange gains and losses resulting from the translation are recognised in profit and loss.

(d) Estimates

The preparation of the valuations requires the General Partner to form opinions and to make estimates and assumptions that influence the application of accounting policies and the reported values of assets and liabilities. The actual results may differ from these estimates. The estimates and the underlying assumptions are constantly assessed. Revisions of estimates are recognized in the period in which the estimate is revised and in future periods for which the revision has consequences.

Equity Attributable to Other Shareholders

Equity attributable to other shareholders represents the equity in the consolidated entities which is held by investors other than the company or any of its group companies.

US GAAP Adjustments

The consolidated funds balance sheet has been prepared in accordance with Dutch GAAP and adjusted to US GAAP. The significant measurement differences between Dutch GAAP and US GAAP and their effects on the consolidated balance sheet as at June 30, 2011 are described below:

Under Dutch GAAP carried interest is recognized as it is realized by the management company and is no longer subject to contingencies. Therefore the consolidated funds do not account for unrealized carried interest, representing the amount of additional carried interest AlpInvest Partners B.V. would earn from the funds if they were liquidated at June 30, 2011 at their reported NAV. Under US GAAP Consolidated Funds reflect carried interest as if all assets had been realized and all liabilities settled at the reported net asset value. This amount is reclassified from *Equity* to *Due to affiliates*.

Under Dutch GAAP, an adjustment can be applied to the value reported by the third party General Partners of the underlying partnerships. For US GAAP reporting purposes this adjustment has been removed.

7.2 Provisions for Pensions and Other Long-term Employee Benefits

Post employment and other long-term employee benefits must be accounted for according to ASC 715, which values the present value of the pension rights minus the fair value of the plan assets. An adjustment is therefore necessary compared to Dutch GAAP, which uses the liability method as described in chapter 2.

This adjustment has the following effects on the consolidated balance sheet as per June 30, 2011.

	June 30, 2011 Dutch GAAP	US GAAP Adjustment	June 30, 2011 US GAAP
Total net obligation for pensions	€ (459)	€ (2,768)	€ (3,227)
Total net obligation for other long-term employee benefits	102	—	102
Increase in deferred tax liabilities		692	692
Increase in equity attributable to shareholders of the parent company		2,076	2,076
Total	€ (357)	€ —	€ (357)

AlpInvest Partners N.V. has several pension schemes in effect which are partly defined benefit and partly defined contribution schemes. An actuarial valuation has been performed by an independent actuary to calculate the obligations for pensions and other long-term employee benefits according to ASC 715.

The following amounts have been included in the US GAAP consolidated balance sheet in respect of the defined benefit part of the schemes:

	June 30, 2011
Present value existing pension rights (Defined Benefit Obligations)	€ 25,135
Market value investments	(28,362)
Total net obligation for pensions and other long-term employee benefits	€ (3,227)

Pensions and deferred pension rights of former employees can be increased yearly with a percentage to be determined by the employer. This conditional increase has been included in the accounts in the Defined Benefit Obligations based on the assumption for the increase of current and future pension payments.

7.3 Accrued Carried Interest

According to Dutch GAAP carried interest fees are recognized if and when it is certain that the conditions applicable for earning such fees have been fully met, and the investors have received back their full investment, all expenses and a minimum contractual return. US GAAP requires the company to accrue carried interest as if all assets had been realized and all liabilities settled at the reported net asset value.

Carried interest is allocated to the period to which it relates and is subject to Dutch Corporate income tax ('CIT').

The accrued revenues attributable to carried interest that are recognized are based upon the amount that would be due pursuant to the fund partnership agreement at each period end as if the funds were terminated at that date. Accordingly, the amount recognized as carried interest income reflects the company's share of the gains and losses of the associated funds' underlying investments measured at their current fair values. The resulting accrued income is reported under *Receivables from related parties*. An accrual is made for the CIT payable on this additional income. This accrual is reported under *Deferred tax liabilities* in the balance sheet.

A portion of the carried interest that the company receives is due to (former) employees and Directors. Certain Directors and (former) employees (indirectly) hold Certificates of Shares in some of the entities that are part of the consolidation and receive their share in the form of dividends. Under Dutch GAAP their share in the profit and equity of these entities is classified as *Equity attributable to other shareholders*. Other (former) employees have obtained compensation rights that are based on the carried interest revenues received by Group companies. Under Dutch GAAP these rights are expensed as personnel expenses and the liabilities are classified under *Other short-term liabilities* (Personnel related items).

The applicable Equity attributable to other shareholders and the applicable compensation rights to other (former) employees associated with the accrued income are recognized. The compensation rights to other (former) employees form an additional cost which would be deductible for CIT and as such a tax receivable is calculated and reported netted with the tax payable calculated on the additional accrued income.

The effects of the adjustments on the consolidated balance sheet are summarized below.

	US GAAP Adjustment
Assets	
Increase in Receivables from related parties	€ 184,920
Liabilities and Equity	
Increase in Other accrued compensation	€ 131,818
Increase in Deferred tax liabilities	30,042
Increase in Equity attributable to shareholders of the parent company	23,060
	€ 184,920

7.4 Reclassification of Equity Attributable to Other Shareholders

As stated in note 7.3 a portion of the carried interest that the company receives is due to (former) employees and Directors.

Under U.S. GAAP the applicable *Equity attributable to other shareholders* is reclassified as *Other short-term liabilities*. The effects on the consolidated balance sheet are summarized below.

	US GAAP Adjustment
Equity	
Equity attributable to other shareholders	€ (2,929)
Current Liabilities	
Other short-term liabilities	2,929
Total	€ —

Appendix A

AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
THE CARLYLE GROUP L.P.

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AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP
OF
THE CARLYLE GROUP L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF THE CARLYLE GROUP L.P. dated as of , is entered into by and among Carlyle Group Management L.L.C., a Delaware limited liability company, as the General Partner, together with any other Persons who become Partners in the Partnership or parties hereto as provided herein. In consideration of the covenants, conditions and agreements contained herein, 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.

"*Acquisition*" means any transaction in which any Group Member acquires (through an asset acquisition, merger, stock (or other equity) acquisition or other form of investment) control over all or a portion of the assets, properties or business of another Person.

"*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. As used herein, the term "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.

"*Agreement*" means this Amended and Restated Agreement of Limited Partnership of The Carlyle Group L.P., as it may be amended, supplemented or restated from time to time.

"*Associate*" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"*Beneficial Owner*" has the meaning assigned to such term in Rules 13d-3 and 13d-5 under the Securities Exchange Act (and "*Beneficially Own*" shall have a correlative meaning).

"*Board of Directors*" means the Board of Directors of the General Partner.

"*Business Day*" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York are authorized or required by law to close.

"*Capital Account*" has the meaning assigned to such term in Section 6.1.

"*Capital Contribution*" means any cash or cash equivalents or other property valued at its fair market value that a Partner contributes to the Partnership pursuant to this Agreement.

"*Carlyle Holdings I*" means Carlyle Holdings I L.P., a Delaware limited partnership, and any successors thereto.

"*Carlyle Holdings I General Partner*" means Carlyle Holdings I GP Inc., a Delaware corporation and the direct or indirect general partner of Carlyle Holdings I, and any successors thereto.

"*Carlyle Holdings II*" means Carlyle Holdings II L.P., a Québec *société en commandite*, and any successors thereto.

"*Carlyle Holdings II General Partner*" means Carlyle Holdings II GP L.P., a Delaware limited partnership and the general partner of Carlyle Holdings II, and any successors thereto.

"*Carlyle Holdings III*" means Carlyle Holdings III L.P., a Québec *société en commandite*, and any successors thereto.

"*Carlyle Holdings III General Partner*" means Carlyle Holdings III GP L.P., a Québec *société en commandite* and the direct or indirect general partner of Carlyle Holdings III, and any successors thereto.

"*Carlyle Holdings General Partners*" means, collectively, Carlyle Holdings I General Partner, Carlyle Holdings II General Partner and Carlyle Holdings III General Partner (and the general partner of any future partnership designated as a Carlyle Holdings Partnership hereunder).

"*Carlyle Holdings Group*" means, collectively, the Carlyle Holdings Partnerships and their respective Subsidiaries.

"*Carlyle Holdings Limited Partner*" means each Person that becomes a limited partner of a Carlyle Holdings Partnership pursuant to the terms of the relevant Carlyle Holdings Partnership Agreement.

"*Carlyle Holdings Partnership Agreements*" means, collectively, the Amended and Restated Limited Partnership Agreement of Carlyle Holdings I, the Amended and Restated Limited Partnership Agreement of Carlyle Holdings II and the Amended and Restated Limited Partnership Agreement of Carlyle Holdings III (and the partnership agreement then in effect of any future partnership designated as a Carlyle Holdings Partnership hereunder), as they may each be amended, supplemented or restated from time to time.

"*Carlyle Holdings Partnership Unit*" means, collectively, one partnership unit in each of Carlyle Holdings I, Carlyle Holdings II and Carlyle Holdings III (and any future partnership designated as a Carlyle Holdings Partnership hereunder) issued under its respective Carlyle Holdings Partnership Agreement.

"*Carlyle Holdings Partnerships*" means, collectively, Carlyle Holdings I, Carlyle Holdings II and Carlyle Holdings III and any future partnership designated by the General Partner in its sole discretion as a Carlyle Holdings Partnership for purposes of this Agreement.

"*Carlyle Partners Ownership Condition*" has the meaning assigned to such term in Section 7.13.

"*Carrying Value*" means, with respect to any Partnership asset, the asset's adjusted basis for U.S. federal income tax purposes, except that the initial carrying value of assets contributed to the Partnership shall be their respective gross fair market values on the date of contribution as determined by the General Partner, and the Carrying Values of all Partnership assets shall be adjusted to equal their respective fair market values, in accordance with the rules set forth in United States Treasury Regulation Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, as of: (a) the date of the acquisition of any additional Partnership Interest 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 in exchange for a Partnership Interest; (c) the date a Partnership Interest is relinquished to the Partnership; (d) the date that the Partnership issues more than a *de minimis* Partnership Interest to a new Partner in exchange for services; or (e) any other date specified in the United States Treasury Regulations; provided however that adjustments pursuant to clauses (a), (b) (c), (d) and (e) above shall be made only if such adjustments are deemed necessary or appropriate by the General Partner to reflect the relative economic interests of the Partners. In the case of any asset that has a Carrying Value that differs from its adjusted tax basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Net Income (Loss)" rather than the amount of

depreciation determined for U.S. federal income tax purposes, and depreciation shall be calculated by reference to Carrying Value rather than tax basis once Carrying Value differs from tax basis.

"*Certificate*" means a certificate issued in global form in accordance with the rules and regulations of the Depositary or in such other form as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more Common Units or a certificate, in such form as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more other Partnership Securities.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 2.1, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

"*Citizenship Certification*" means a properly completed certificate in such form as may be specified by the General Partner by which a Limited Partner certifies that he (and if he is a nominee holding for the account of another Person, that to the best of his knowledge such other Person) is an Eligible Citizen.

"*Closing Date*" means the first date on which Common Units are sold by the Partnership to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"*Closing Price*" has the meaning assigned to such term in Section 15.1(a).

"*Code*" means the U.S. 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 U.S. Securities and Exchange Commission.

"*Common Unit*" means a Limited Partner Interest representing a fractional part of the Limited Partner Interests of all Limited Partners and having the rights and obligations specified with respect to Common Units in this Agreement.

"*Conflicts Committee*" means (A) prior to the Closing Date, all of the holders of Special Voting Units (who the Partners acknowledge and agree may be Affiliates of the General Partner and not independent) and (B) from and after the Closing Date, a committee of the Board of Directors composed entirely of one or more directors or managers who have been determined by the Board of Directors in its sole discretion to meet the independence standards (but not, for the avoidance of doubt, the financial literacy or financial expert qualifications) required to serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Common Units are listed for trading.

"*Consenting Parties*" has the meaning assigned to such term in Section 16.9.

"*Current Market Price*" has the meaning assigned to such term in Section 15.1(a).

"*Delaware Limited Partnership Act*" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

"*Departing General Partner*" means a former General Partner from and after the effective date of any withdrawal of such former General Partner pursuant to Section 11.1.

"*Depositary*" means, with respect to any Units issued in global form, The Depository Trust Company and its successors and permitted assigns.

"*Determination Date*" has the meaning assigned to such term in Section 7.13.

"*Directors*" means the members of the Board of Directors.

"*Dispute*" has the meaning assigned to such term in Section 16.9.

"*Eligible Citizen*" means a Person qualified to own interests in real property in jurisdictions in which any Group Member does business or proposes to do business from time to time, and whose status as a Limited Partner the General Partner determines in its sole discretion does not or would not subject such Group Member to a significant risk of cancellation or forfeiture of any of its properties or any interest therein.

"*Event of Withdrawal*" has the meaning assigned to such term in Section 11.1(a).

"*Exchange Agreement*" means one or more exchange agreements providing for the exchange of Carlyle Holdings Partnership Units or other securities issued by members of the Carlyle Holdings Group for Common Units, as contemplated by the Registration Statement.

"*Fiscal Year*" has the meaning assigned to such term in Section 8.2.

"*General Partner*" means Carlyle Group Management L.L.C., a Delaware limited liability company and its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, each in its capacity as a general partner of the Partnership (except as the context otherwise requires).

"*General Partner Agreement*" means the amended and restated limited liability company agreement of the General Partner, as the same may be amended or amended and restated from time to time.

"*General Partner Interest*" means the management and ownership interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), which takes the form of General Partner Units, and includes any and all benefits to which a General Partner is entitled as provided in this Agreement, together with all obligations of a General Partner to comply with the terms and provisions of this Agreement.

"*General Partner Unit*" means a fractional part of the General Partner Interest having the rights and obligations specified with respect to the General Partner Interest.

"*Group*" means a Person that with or through any of its Affiliates or Associates has any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting, exercising investment power or disposing of any Partnership Securities with any other Person that Beneficially Owns, or whose Affiliates or Associates Beneficially Own, directly or indirectly, Partnership Interests.

"*Group Member*" means a member of the Partnership Group.

"*Indemnitee*" means (a) the General Partner, (b) any Departing General Partner, (c) any Person who is or was a Tax Matters Partner (as defined in the Code), officer or director of the General Partner or any Departing General Partner, (d) any officer or director of the General Partner or any Departing General Partner who is or was serving at the request of the General Partner or any Departing General Partner as an officer, director, employee, member, partner, Tax Matters Partner (as defined in the Code), agent, fiduciary or trustee of another Person; provided that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, (e) any Person who controls a General Partner or Departing General Partner, (f) any Person who is named in the Registration Statement as being or about to become a director of the General Partner and (g) any Person the General Partner in its sole discretion designates as an "Indemnitee" for purposes of this Agreement.

"*Initial Annual Meeting*" means the first annual meeting of Limited Partners held following each Determination Date on which the Board of Directors has been classified in accordance with Section 13.4(b)(v).

"*Initial Common Units*" means the Common Units sold in the Initial Offering.

"*Initial Limited Partner*" means each of the Organizational Limited Partner, TCG Partners and the Underwriters or their designee(s), in each case upon being admitted to the Partnership in accordance with Section 10.1.

"*Initial Offering*" means the initial offering and sale of Common Units to the public, as described in the Registration Statement.

"*Issue Price*" means the price at which a Unit is purchased from the Partnership, net of any sales commissions or underwriting discounts charged to the Partnership.

"*Limited Partner*" means, unless the context otherwise requires, each Initial Limited Partner, each additional Person that acquires or holds a Limited Partner Interest and is admitted to the Partnership as a limited partner of the Partnership pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person's capacity as a limited partner of the Partnership as long as such Person holds a Limited Partner Interest. For the avoidance of doubt, each holder of a Special Voting Unit shall be a Limited Partner. For purposes of the Delaware Limited Partnership Act, the Limited Partners shall constitute a single class or group of limited partners.

"*Limited Partner Interest*" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Special Voting Units or other Partnership Securities or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, including voting rights, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement. Except to the extent otherwise expressly designated herein by the General Partner in its sole discretion, for purposes of this Agreement and the Delaware Limited Partnership Act, the Limited Partner Interests shall constitute a single class or group of limited partner interests.

"*Listing Date*" means the first date on which the Common Units are listed and traded on a National Securities Exchange.

"*Liquidation Date*" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clause (a) or (b) of the first sentence of Section 12.2, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"*Liquidator*" means the General Partner or one or more Persons as may be selected by the General Partner to perform the functions described in Section 12.3 as liquidating trustee of the Partnership within the meaning of the Delaware Limited Partnership Act.

"*Merger Agreement*" has the meaning assigned to such term in Section 14.1.

"*National Securities Exchange*" means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act or any successor thereto and any other securities exchange (whether or not registered with the Commission under Section 6(a) of the Securities Exchange Act) that the General Partner in its sole discretion shall designate as a National Securities Exchange for purposes of this Agreement.

"*Net Income (Loss)*" for any Fiscal Year (or other fiscal period) means the taxable income or loss of the Partnership for such period as determined in accordance with the accounting method used by the Partnership for U.S. federal income tax purposes with the following adjustments; (i) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing Net Income (Loss) shall be added to such taxable income or loss; (ii) if the Carrying Value of any asset differs from its adjusted tax basis for U.S. federal income tax purposes, any depreciation, amortization or gain or loss resulting from a disposition of such asset shall be

calculated with reference to such Carrying Value; (iii) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; and (iv) any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Net Income (Loss) pursuant to this definition shall be treated as deductible items.

"*Non-citizen Assignee*" means a Person who the General Partner has determined in its sole discretion does not constitute an Eligible Citizen and as to whose Limited Partner Interests the General Partner has become the Limited Partner, pursuant to Section 4.8.

"*Non-Voting Common Unitholder*" means any Person who the General Partner may from time to time with such Person's consent designate as a Non-Voting Common Unitholder.

"*Notice of Election to Purchase*" has the meaning assigned to such term in Section 15.1(b).

"*Opinion of Counsel*" means a written opinion of counsel or, in the case of tax matters, a qualified tax advisor (who may be regular counsel or tax adviser, as the case may be, to the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner in its discretion.

"*Option Closing Date*" means the date or dates on which any Common Units are sold by the Partnership to the Underwriters upon exercise of the Over-Allotment Option.

"*Organizational Limited Partner*" means Carlyle Group Limited Partner L.L.C., a Delaware limited liability company and any successors thereto.

"*Outstanding*" means, with respect to Partnership Securities, all Partnership Securities that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; provided however that if at any time any Person or Group (other than the General Partner or its Affiliates) Beneficially Owns 20% or more of any class of Outstanding Common Units, all Common Units owned by such Person or Group shall not be entitled to be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement or the Delaware Limited Partnership Act, except that Common Units so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Common Units shall not, however, be treated as a separate class of Partnership Securities for purposes of this Agreement or the Delaware Limited Partnership Act); provided further that the foregoing limitation shall not apply (i) to any Person or Group who acquired 20% or more of any Outstanding Common Units of any class then Outstanding directly from the General Partner or its Affiliates, (ii) to any Person or Group who acquired 20% or more of any Outstanding Common Units of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) provided that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply or (iii) to any Person or Group who acquired 20% or more of any Common Units issued by the Partnership with the prior approval of the Board of Directors; provided further that if at any time a Non-Voting Common Unitholder Beneficially Owns any Common Units, no Common Units Beneficially Owned by the Non-Voting Common Unitholder shall be entitled to be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement. The determinations of the matters described in clauses (i), (ii) and (iii) of the foregoing sentence shall be conclusively determined by the General Partner in its sole discretion, which determination shall be final and binding on all Partners. For the avoidance of doubt, the provisions of this definition applicable to Common Units shall not apply to the Special Voting Units.

"*Over-Allotment Option*" means the over-allotment option granted to the Underwriters by the Partnership pursuant to the Underwriting Agreement.

"*Partners*" means the General Partner and the Limited Partners.

"*Partnership*" means The Carlyle Group L.P., a Delaware limited partnership.

"*Partnership Group*" means the Partnership and its Subsidiaries treated as a single consolidated entity.

"*Partnership Interest*" means an interest in the Partnership, which shall include the General Partner Interests and Limited Partner Interests.

"*Partnership Security*" means any equity interest in the Partnership (but excluding any options, rights, warrants and appreciation rights relating to an equity interest in the Partnership), including without limitation, Common Units, Special Voting Units and General Partner Units.

"*Percentage Interest*" means, as of any date of determination, (i) as to any holder of Common Units in its capacity as such, the product obtained by multiplying (a) 100% less the percentage applicable to the Units referred to in clause (v) by (b) the quotient obtained by dividing (x) the number of Common Units held by such holder by (y) the total number of all Outstanding Common Units, (ii) as to any holder of General Partner Units in its capacity as such with respect to such General Partner Units, 0%, (iii) as to any holder of Special Voting Units in its capacity as such with respect to such Special Voting Units, 0%, (iv) as to the Partnership holding Partnership Securities in treasury in its capacity as such with respect to such Partnership Securities held in treasury, 0% and (v) as to any holder of other Units in its capacity as such with respect to such Units, the percentage established for such Units by the General Partner as a part of the issuance of such Units.

"*Person*" means an individual or a corporation, limited liability company, partnership, joint venture, trust, 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).

"*Pro Rata*" means (a) in respect of Units or any class thereof, apportioned equally among all designated Units, and (b) in respect of Partners or Record Holders, apportioned among all Partners or Record Holders, as the case may be, in accordance with their relative Percentage Interests.

"*Purchase Date*" means the date determined by the General Partner as the date for purchase of all Outstanding Units of a certain class (other than Units owned by the General Partner and its Affiliates) pursuant to Article XV.

"*Quarter*" means, unless the context requires otherwise, a fiscal quarter of the Partnership, or with respect to the first fiscal quarter of the Partnership after the Closing Date the portion of such fiscal quarter after the Closing Date or, with respect to the final fiscal quarter of the Partnership, the relevant portion of such fiscal quarter.

"*Record Date*" means the date and time established by the General Partner pursuant to Section 13.6 or, if applicable, the Liquidator pursuant to Section 12.3, in each case, in its sole discretion for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer or other business of the Partnership.

"*Record Holder*" means the Person in whose name a Partnership Interest is registered on the books of the Partnership or, if such books are maintained by the Transfer Agent, on the books of the Transfer Agent, in each case, as of the Record Date.

"*Redeemable Interests*" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9.

"*Registration Rights Agreement*" means one or more registration rights agreements each among the Partnership and one or more limited partners of the Carlyle Holdings Partnerships providing for the registration of Common Units, as contemplated by the Registration Statement as it may be amended, supplemented or restated from time to time.

"*Registration Statement*" means the Registration Statement on Form S-1 (Registration No. 333-) as it has been or as it may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Offering.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

"*Securities Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

"*Special Approval*" means either (a) approval by a majority of the members of the Conflicts Committee or, if there is only one member of the Conflicts Committee, approval by the sole member of the Conflicts Committee, or (b) approval by the vote of the Record Holders representing a majority of the voting power of the Voting Units (excluding Voting Units owned by the General Partner and its Affiliates).

"*Special Voting Unit*" means a Partnership Interest having the rights and obligations specified with respect to Special Voting Units in this Agreement. For the avoidance of doubt, holders of Special Voting Units, in their capacity as such, shall not be entitled to receive distributions by the Partnership and shall not be allocated income, gain, loss, deduction or credit of the Partnership.

"*Subsidiary*" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person or (d) any other Person the financial information of which is consolidated by such Person for financial reporting purposes under U.S. GAAP. For the avoidance of doubt, the Carlyle Holdings Partnerships are Subsidiaries of the Partnership.

"*Surviving Business Entity*" has the meaning assigned to such term in Section 14.2(b).

"*Tax Receivable Agreement*" means the Tax Receivable Agreement to be entered into substantially concurrently with the Initial Offering among the Partnership, Carlyle Holdings I, Carlyle Holdings I General Partner, Carlyle Holdings II, Carlyle Holdings II General Partner, Carlyle Holdings III, Carlyle Holdings III General Partner and the limited partners of the Carlyle Holdings Partnerships, as contemplated by the Registration Statement as it may be amended, supplemented or restated from time to time.

"*TCG Partners*" means TCG Carlyle Global Partners L.L.C., a Delaware limited liability company, and any successors thereto.

"*Trading Day*" has the meaning assigned to such term in Section 15.1(a).

"*Transfer*" has the meaning assigned to such term in Section 4.4(a).

"*Transfer Agent*" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as shall be appointed from time to time by the General Partner to act as registrar and transfer agent for the Common Units; provided that if no Transfer Agent is specifically designated for any other Partnership Securities, the General Partner shall act in such capacity.

"*Underwriter*" means each Person named as an underwriter in the Underwriting Agreement who purchases Common Units pursuant thereto.

"*Underwriting Agreement*" means the Underwriting Agreement to be entered into in connection with the Initial Offering among the Partnership and the Underwriters, providing for the purchase of Common Units by such Underwriters as it may be amended, supplemented or restated from time to time.

"*Unit*" means a Partnership Interest that is designated as a "Unit" and shall include Common Units, Special Voting Units and General Partner Units.

"*Unitholders*" means the holders of Units.

"*U.S. GAAP*" means U.S. generally accepted accounting principles consistently applied.

"*Voting Unit*" means a Common Unit (other than any Common Unit Beneficially Owned by a Non-Voting Common Unitholder), a Special Voting Unit and any other Partnership Interest that is designated as a "Voting Unit" from time to time.

"*Withdrawal Opinion of Counsel*" has the meaning assigned to such term in Section 11.1(b).

SECTION 1.2. *Construction*.

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; and (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation;" and the terms "hereof," "herein" or "hereunder refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II

ORGANIZATION

SECTION 2.1. *Formation*.

The Partnership has been previously formed as a limited partnership pursuant to the filing of the Certificate of Limited Partnership with the Secretary of State of the State of Delaware on July 18, 2011, pursuant to the provisions of the Delaware Limited Partnership Act, and the execution of the Agreement of Limited Partnership of the Partnership, dated as of July 18, 2011, between the General Partner, as general partner, and the Organizational Limited Partner, as Limited Partner. Except as expressly provided to the contrary in this Agreement, the rights, duties (including fiduciary duties), liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Limited Partnership Act. All Partnership Interests shall constitute personal property of the owner thereof for all purposes and a Partner has no interest in specific Partnership property.

SECTION 2.2. *Name.*

The name of the Partnership shall be "The Carlyle Group L.P." The Partnership's business may be conducted under any other name or names as determined by the General Partner in its sole discretion, including the name of the General Partner. The words "Limited Partnership," "LP," "L.P.," "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time by filing an amendment to the Certificate of Limited Partnership (and upon any such filing this Agreement shall be deemed automatically amended to change the name of the Partnership) and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

SECTION 2.3. *Registered Office; Registered Agent; Principal Office; Other Offices.*

Unless and until changed by the General Partner by filing an amendment to the Certificate of Limited Partnership (and upon any such filing this Agreement shall be deemed automatically amended to change the registered office and the registered agent of the Partnership) the registered office of the Partnership in the State of Delaware is located at 1209 Orange Street, Wilmington, DE 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office is The Corporation Trust Company. The principal office of the Partnership is located at 1001 Pennsylvania Avenue, NW, Washington, DC 20004 or such other place as the General Partner in its sole discretion may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner deems necessary or appropriate. The address of the General Partner is 1001 Pennsylvania Avenue, NW, Washington, DC 20004 or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

SECTION 2.4. *Purpose and Business.*

The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner in its sole discretion and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Limited Partnership Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity; and (b) do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member. To the fullest extent permitted by law, the General Partner shall have no duty (including any fiduciary duty) or obligation whatsoever to the Partnership or any other Person bound by this Agreement to propose or approve the conduct by the Partnership of any business and may, free of any duty (including any fiduciary duty) or obligation whatsoever to the Partnership or any other Person bound by this Agreement, decline to propose or approve the conduct by the Partnership of any business and, in so declining to propose or approve, shall not be deemed to have breached this Agreement, any other agreement contemplated hereby, the Delaware Limited Partnership Act or any other provision of law, rule or regulation or equity.

SECTION 2.5. *Powers.*

The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

SECTION 2.6. *Power of Attorney.*

(a) Each Limited Partner and Record Holder hereby constitutes and appoints the General Partner and, if a Liquidator (other than the General Partner) shall have been selected pursuant to Section 12.3, the Liquidator, severally (and any successor to the Liquidator by merger, transfer, assignment, election or otherwise) and each of their authorized managers and officers and attorneys-

in-fact, as the case may be, with full power of substitution, as his true and lawful agent and attorney-in-fact, with full power and authority in his name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) all certificates, documents and other instruments (including this Agreement and the Certificate of Limited Partnership and all amendments or restatements hereof or thereof) that the General Partner or the Liquidator determines to be necessary or appropriate to form, qualify or continue the existence or qualification of the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and in all other jurisdictions in which the Partnership may conduct business or own property; (B) all amendments to this Agreement adopted in accordance with the terms hereof and all certificates, documents and other instruments that the General Partner or the Liquidator determines to be necessary or appropriate to reflect, in accordance with its terms, any amendment, change, modification or restatement of this Agreement; (C) all certificates, documents and other instruments (including conveyances and a certificate of cancellation) that the General Partner or the Liquidator determines to be necessary or appropriate to reflect the dissolution and termination of the Partnership pursuant to the terms of this Agreement; (D) all certificates, documents and other instruments (including this Agreement and the Certificate of Limited Partnership and all amendments or restatements hereof or thereof) relating to the admission, withdrawal, removal or substitution of any Partner pursuant to, or other events described in, this Agreement (including, without limitation, issuance and cancellations of Special Voting Units pursuant to Section 5.3); (E) all certificates, documents and other instruments relating to the determination of the rights, preferences and privileges of any class or series of Partnership Securities issued pursuant to Section 5.6; and (F) all certificates, documents and other instruments (including agreements and a certificate of merger or consolidation or similar certificate) relating to a merger, consolidation, combination or conversion of the Partnership pursuant to Article XIV or otherwise in connection with a change of jurisdiction of the Partnership; and

(ii) execute, swear to, acknowledge, deliver, file and record all ballots, consents, approvals, waivers, certificates, documents and other instruments that the General Partner or the Liquidator determines to be necessary or appropriate to (A) make, evidence, give, confirm or ratify any vote, consent, approval, agreement or other action that is made or given by the Partners hereunder or is consistent with the terms of this Agreement or (B) to effectuate the terms or intent of this Agreement; provided that when required by Section 13.3 or any other provision of this Agreement that establishes a certain percentage of the Limited Partners or of the Limited Partners of any class or series required to take any action, the General Partner and the Liquidator may exercise the power of attorney made in this Section 2.6(a)(ii) only after the necessary vote, consent or approval of such percentage of the Limited Partners or of the Limited Partners of such class or series, as applicable.

Nothing contained in this Section 2.6(a) shall be construed as authorizing the General Partner to amend this Agreement except in accordance with Article XIII or as may be otherwise expressly provided for in this Agreement.

(b) The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and, to the maximum extent permitted by law, shall not be affected by the subsequent death, incompetency, disability, incapacity, dissolution, bankruptcy or termination of any Limited Partner or Record Holder and the transfer of all or any portion of such Limited Partner's or Record Holder's Partnership Interest and shall extend to such Limited Partner's or Record Holder's heirs, successors, assigns and personal representatives. Each such Limited Partner or Record Holder hereby agrees to be bound by any representation made by the General Partner or the Liquidator acting in good faith pursuant to such power of attorney; and each such Limited Partner or Record Holder, to the maximum extent permitted by law, hereby waives any and all defenses that may be available to contest, negate or disaffirm the action of the General Partner or

the Liquidator taken in good faith under such power of attorney. Each Limited Partner and Record Holder shall execute and deliver to the General Partner or the Liquidator, within 15 days after receipt of the request therefor, such further designation, powers of attorney and other instruments as the General Partner or the Liquidator may request in order to effectuate this Agreement and the purposes of the Partnership.

SECTION 2.7. *Term.*

The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Limited Partnership Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Limited Partnership Act.

SECTION 2.8. *Title to Partnership Assets*.

Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; provided however, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner in its sole discretion determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership as soon as reasonably practicable; provided further that prior to the withdrawal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to the General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

SECTION 2.9. *Certain Undertakings Relating to the Separateness of the Partnership*.

(a) *Separateness Generally.* The Partnership shall conduct its business and operations separate and apart from those of any other Person (other than the General Partner) in accordance with this Section 2.9.

(b) *Separate Records.* The Partnership shall maintain (i) its books and records, (ii) its accounts, and (iii) its financial statements separate from those of any other Person except for a Person whose financial results are required to be consolidated with the financial results of the Partnership.

(c) *No Effect.* Failure by the General Partner or the Partnership to comply with any of the obligations set forth above shall not affect the status of the Partnership as a separate legal entity, with its separate assets and separate liabilities.

ARTICLE III

RIGHTS OF LIMITED PARTNERS

SECTION 3.1. *Limitation of Liability.*

The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or as required by Section 17-607 or Section 17-804 of the Delaware Limited Partnership Act.

SECTION 3.2. *Management of Business*.

No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Limited Partnership Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. Any action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall not be deemed to be participation in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Limited Partnership Act) and shall not affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement or the Delaware Limited Partnership Act.

SECTION 3.3. *Outside Activities of the Limited Partners*.

Any Limited Partner shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership Group or an Affiliate of a Group Member. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

SECTION 3.4. *Rights of Limited Partners*.

(a) In addition to other rights provided by this Agreement or by applicable law (other than Section 17-305(a) of the Delaware Limited Partnership Act, the provisions of which are to the fullest extent permitted by law expressly replaced in their entirety by the provisions below), and except as limited by Sections 3.4(b) and 3.4(c), each Limited Partner shall have the right, for a purpose that is reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand and at such Limited Partner's own expense, to obtain:

(i) promptly after its becoming available, a copy of the Partnership's U.S. federal income tax returns for each year (excluding for the avoidance of doubt, information specific to any other Partner);

(ii) a current list of the name and last known business, residence or mailing address of each Record Holder; and

(iii) a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with a copy of the executed copies of all powers of attorney pursuant to which this Agreement, the Certificate of Limited Partnership and all amendments thereto have been executed.

(b) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner determines in its sole discretion, (i) any information that the General Partner believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.4).

(c) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Limited Partnership Act, each of the Partners and each other Person who acquires an interest in a Partnership Security hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending litigation against the Partnership or any Indemnitee

relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person.

ARTICLE IV

CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

SECTION 4.1. *Certificates.*

Notwithstanding anything otherwise to the contrary herein, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by certificates. Certificates that may be issued shall be executed on behalf of the Partnership by the General Partner (and by any appropriate officer of the General Partner on behalf of the General Partner).

No Certificate evidencing Common Units shall be valid for any purpose until it has been countersigned by the Transfer Agent; provided however that if the General Partner elects to issue Certificates evidencing Common Units in global form, the Certificates evidencing Common Units shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Certificates evidencing Common Units have been duly registered in accordance with the directions of the Partnership.

SECTION 4.2. *Mutilated, Destroyed, Lost or Stolen Certificates.*

(a) If any mutilated Certificate evidencing Common Units is surrendered to the Transfer Agent or any mutilated Certificate evidencing other Partnership Securities is surrendered to the General Partner, the appropriate officers of the General Partner on behalf of the General Partner on behalf of the Partnership shall execute, and, if applicable, the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Securities as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the General Partner on behalf of the Partnership shall execute and deliver, and, if applicable, the Transfer Agent shall countersign a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner, in its sole discretion, may direct to indemnify the Partnership, the Partners, the General Partner and, if applicable, the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other requirements imposed by the General Partner.

If a Record Holder fails to notify the General Partner within a reasonable period of time after he has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, the Record Holder shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent, if applicable) reasonably connected therewith.

SECTION 4.3. *Record Holders*.

The Partnership shall be entitled to recognize the Record Holder as the owner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Partnership Interest on the part of any other Person, regardless of whether the Partnership shall have actual or other notice thereof, except as otherwise required by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed for trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Persons on the other, such representative Person shall be the Record Holder of such Partnership Interest.

SECTION 4.4. *Transfer Generally*.

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall be deemed to refer to a transaction (i) by which the General Partner assigns its General Partner Units to another Person who becomes the General Partner, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange, or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest assigns such Limited Partner Interest to another Person, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be null and void.

(c) Nothing contained in this Agreement shall be construed to prevent a disposition by any member of the General Partner of any or all of the issued and outstanding limited liability company or other interests in the General Partner.

SECTION 4.5. *Registration and Transfer of Limited Partner Interests*.

(a) The General Partner shall keep or cause to be kept on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests. The Transfer Agent is hereby appointed registrar and transfer agent for the purpose of registering Common Units and transfers of such Common Units as herein provided. The Partnership shall not recognize transfers of Certificates evidencing Limited Partner Interests unless such transfers are effected in the manner described in this Section 4.5. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions of Section 4.5(b), the appropriate officers of the General Partner on behalf of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Common Units, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered.

(b) Except as otherwise provided in Section 4.8, the Partnership shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited

Partner Interests are surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; provided that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto.

(c) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.4, (iv) Section 4.7, (v) with respect to any series of Limited Partner Interests, the provisions of any statement of designations or amendment to this Agreement establishing such series, (vi) any contractual provisions binding on any Limited Partner and (vii) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable. Partnership Interests may also be subject to any transfer restrictions contained in any employee related policies or equity benefit plans, programs or practices adopted on behalf of the Partnership.

SECTION 4.6. *Transfer of the General Partner's General Partner Interest*.

(a) Subject to Section 4.6(c) below, prior to December 31, 2021, the General Partner shall not transfer all or any part of its General Partner Interest (represented by General Partner Units) to a Person unless such transfer (i) has been approved by the prior written consent or vote of Limited Partners holding of at least a majority of the voting power of the Outstanding Voting Units (excluding Voting Units held by the General Partner or its Affiliates) or (ii) is of all, but not less than all, of its General Partner Interest to (A) an Affiliate of the General Partner (other than an individual) or (B) another Person (other than an individual) in connection with the merger or consolidation of the General Partner with or into another Person (other than an individual) or the transfer by the General Partner of all, but not less than all, of its General Partner Interest to another Person (other than an individual).

(b) Subject to Section 4.6(c) below, on or after December 31, 2021, the General Partner may transfer all or any part of its General Partner Interest without Unitholder approval.

(c) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement and (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability of any Limited Partner. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.3, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of such General Partner Interest, and the business of the Partnership shall continue without dissolution.

SECTION 4.7. *Restrictions on Transfers*.

(a) Except as provided in Section 4.7(c) below, but notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable U.S. federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed).

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it receives an Opinion of Counsel that such restrictions are necessary or advisable to avoid a significant risk of the Partnership becoming taxable as a corporation or otherwise becoming taxable as an entity for U.S. federal income tax purposes. The General Partner may impose such restrictions by amending this Agreement; provided however, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests (unless the successor interests contemplated by Section 14.3(c) are traded on a National Securities Exchange) on the

principal National Securities Exchange on which such class of Limited Partner Interests is then traded must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) Nothing contained in this Article IV, or elsewhere in this Agreement, shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed for trading.

SECTION 4.8. *Citizenship Certificates; Non-citizen Assignees.*

(a) If any Group Member is or becomes subject to any law or regulation that, in the determination of the General Partner in its sole discretion, creates a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of a Limited Partner, the General Partner may request any Limited Partner to furnish to the General Partner, within 30 days after receipt of such request, an executed Citizenship Certification or such other information concerning his nationality, citizenship or other related status (or, if the Limited Partner is a nominee holding for the account of another Person, the nationality, citizenship or other related status of such Person) as the General Partner may request. If a Limited Partner fails to furnish to the General Partner within the aforementioned 30-day period such Citizenship Certification or other requested information or if upon receipt of such Citizenship Certification or other requested information the General Partner determines, with the advice of counsel, that a Limited Partner is not an Eligible Citizen, the Partnership Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.9. The General Partner also may require in its sole discretion that the status of any such Limited Partner be changed to that of a Non-citizen Assignee and, thereupon, the General Partner shall be substituted for such Non-citizen Assignee as the Limited Partner in respect of his Limited Partner Interests.

(b) The General Partner shall, in exercising voting rights in respect of Limited Partner Interests held by it on behalf of Non-citizen Assignees, distribute the votes in the same ratios as the votes of Partners (including the General Partner) in respect of Limited Partner Interests other than those of Non-citizen Assignees are cast, either for, against or abstaining as to the matter.

(c) Upon dissolution of the Partnership, a Non-citizen Assignee shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Non-citizen Assignee's share of the distribution in kind. Such payment and assignment shall be treated for Partnership purposes as a purchase by the Partnership from the Non-citizen Assignee of his Limited Partner Interest (representing his right to receive his share of such distribution in kind).

(d) At any time after he can and does certify that he has become an Eligible Citizen, a Non-citizen Assignee may, upon application to the General Partner, request that with respect to any Limited Partner Interests of such Non-citizen Assignee not redeemed pursuant to Section 4.9, such Non-citizen Assignee be admitted as a Limited Partner, and upon approval of the General Partner in its sole discretion, such Non-citizen Assignee shall be admitted as a Limited Partner and shall no longer constitute a Non-citizen Assignee and the General Partner shall cease to be deemed to be the Limited Partner in respect of the Non-citizen Assignee's Limited Partner Interests.

SECTION 4.9. *Redemption of Partnership Interests of Non-citizen Assignees.*

(a) If at any time a Limited Partner fails to furnish a Citizenship Certification or other information requested within the 30-day period specified in Section 4.8(a), or if upon receipt of such Citizenship Certification or other information the General Partner determines, with the advice of counsel, that a Limited Partner is not an Eligible Citizen, the General Partner, in its sole discretion, may cause the Partnership to, unless the Limited Partner establishes to the satisfaction of the General Partner that such Limited Partner is an Eligible Citizen or has transferred his Partnership Interests to a Person who is an Eligible Citizen and who furnishes a Citizenship Certification to the

General Partner prior to the date fixed for redemption as provided below, redeem the Limited Partner Interest of such Limited Partner as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Limited Partner, at his last address designated on the records of the Partnership or the Transfer Agent, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon the redemption of the Redeemable Interests (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender of the Certificates evidencing such Redeemable Interests) and that on and after the date fixed for redemption no further allocations or distributions to which the Limited Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Limited Partner Interests of the class to be so redeemed multiplied by the number of Limited Partner Interests of each such class included among the Redeemable Interests. The redemption price shall be paid as determined by the General Partner in its sole discretion, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the prime lending rate prevailing on the date fixed for redemption as published by *The Wall Street Journal*, payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) The Limited Partner or his duly authorized representative shall be entitled to receive the payment for Redeemable Interests at the place of payment specified in the notice of redemption on the redemption date (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender by or on behalf of the Limited Partner, at the place specified in the notice of redemption, of the Certificates, evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank).

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests; provided however, that pursuant to Section 7.11, in the sole discretion of the General Partner, the Redeemable Interests may be held in treasury .

(b) The provisions of this Section 4.9 shall also be applicable to Limited Partner Interests held by a Limited Partner as nominee of a Person determined to be other than an Eligible Citizen.

(c) Nothing in this Section 4.9 shall prevent the recipient of a notice of redemption from transferring his Limited Partner Interest before the redemption date if such transfer is otherwise permitted under this Agreement. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, provided the transferee of such Limited Partner Interest certifies to the satisfaction of the General Partner in a Citizenship Certification that he is an Eligible Citizen. If the transferee fails to make such certification, such redemption shall be effected from the transferee on the original redemption date.

(d) Notwithstanding anything in Section 4.8 or Section 4.9 to the contrary, no proceeds shall be delivered to a Person to whom the delivery of such proceeds would violate applicable law, and in such case and in lieu thereof, the proceeds shall be delivered to a charity selected by the General Partner in its sole discretion and any redemption shall be effective upon delivery of such payments to such charity.

ARTICLE V

CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

SECTION 5.1. *Organizational Issuances.*

Upon issuance by the Partnership of Common Units on or about the Listing Date and the admission of such Unitholders as Limited Partners, the Organizational Limited Partner of the Partnership shall automatically withdraw as a limited partner of the Partnership and as a result shall have no further right, interest or obligation of any kind whatsoever as a limited partner of the Partnership and any capital contribution of the Organizational Limited Partner will be returned to it on the date of such withdrawal.

SECTION 5.2. *Contributions by the General Partner and its Affiliates.*

The General Partner shall not be obligated to make any Capital Contributions to the Partnership.

SECTION 5.3. *Issuances and Cancellations of Special Voting Units.*

(a) On the date of this Agreement the Partnership shall issue one (1) Special Voting Unit to TCG Partners.

(b) The General Partner shall be entitled to issue additional Special Voting Units in its sole discretion.

(c) (i) TCG Partners, as holder of a Special Voting Unit, shall be entitled to a number of votes that is equal to the product of (x) the total number of Carlyle Holdings Partnership Units held of record by each Carlyle Holdings Limited Partner that does not hold a Special Voting Unit multiplied by (y) the Exchange Rate (as defined in the Exchange Agreement). (ii) Each other holder of Special Voting Units, as such, shall be entitled, without regard to the number of Special Voting Units (or fraction thereof) held by such holder, to a number of votes that is equal to the product of (x) the total number of Carlyle Holdings Partnership Units held of record by such holder multiplied by (y) the Exchange Rate (as defined in the Exchange Agreement).

(d) In the event that a holder of a Special Voting Unit, other than TCG Partners, shall cease to be the record holder of a Carlyle Holdings Partnership Unit, the Special Voting Unit held by such holder shall be automatically cancelled without any further action of any Person and such holder shall cease to be a Limited Partner with respect to the Special Voting Unit so cancelled. The determination of the General Partner as to whether a holder of a Special Voting Unit is the record holder of a Carlyle Holdings Partnership Unit (other than the Partnership and its Subsidiaries) or remains the record holder of such Special Voting Unit shall be made in its sole discretion, which determination shall be conclusive and binding on all Partners.

(e) Upon the issuance to it of a Special Voting Unit by the General Partner, each holder thereof shall automatically and without further action be admitted to the Partnership as a Limited Partner in respect of the Special Voting Unit so issued.

SECTION 5.4. *Contributions by the Underwriters.*

(a) On the Closing Date and pursuant to the Underwriting Agreement, the Underwriters shall contribute to the Partnership cash in an amount equal to the Issue Price per Initial Common Unit multiplied by the number of Common Units specified in the Underwriting Agreement to be purchased by the Underwriters on the Closing Date. In exchange for such Capital Contributions by the Underwriters, the Partnership shall issue the number of Common Units specified in the Underwriting Agreement to be purchased by the Underwriters to the Underwriters or their designee(s) in accordance with the Underwriting Agreement, and such Underwriters or their designee(s) shall be admitted to the Partnership as Limited Partners.

(b) Upon the exercise, if any, of the Over-Allotment Option, on the Option Closing Date and pursuant to the Underwriting Agreement, the Underwriters shall contribute to the Partnership cash in an amount equal to the Issue Price per Initial Common Unit multiplied by the number of Common Units to be purchased by the Underwriters on the Option Closing Date. In exchange for such Capital Contributions by the Underwriters, the Partnership shall issue to the Underwriters or their designee(s) the number of Common Units subject to the Over-Allotment Option that are to be purchased by them in accordance with the Underwriting Agreement.

SECTION 5.5. *Interest and Withdrawal.*

No interest on Capital Contributions shall be paid by the Partnership. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions are made pursuant to this Agreement or upon dissolution of the Partnership and then in each case only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement (including with respect to Partnership Securities subsequently issued by the Partnership pursuant to the Underwriting Agreement or otherwise), no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Limited Partnership Act.

SECTION 5.6. *Issuances of Additional Partnership Securities.*

(a) The Partnership may issue additional Partnership Securities and options, rights, warrants and appreciation rights relating to Partnership Securities for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine in its sole discretion, all without the approval of any Limited Partners, including pursuant to Section 7.4(c) and pursuant to the Underwriting Agreement as part of the Initial Offering. The Partnership may reissue any Partnership Securities and options, rights, warrants and appreciation rights relating to Partnership Securities held by the Partnership in treasury for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine in its sole discretion, all without the approval of any Limited Partners, including pursuant to Section 7.4(c).

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.6(a) or Section 7.4(c) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner in its sole discretion, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest (including sinking fund provisions); (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of the holder of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative designations, preferences, rights, powers and duties of such Partnership Interest.

(c) The General Partner is hereby authorized to take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Securities and options, rights, warrants and appreciation rights relating to Partnership Securities pursuant to this Section 5.6 or Section 7.4(c), including the admission of additional Limited Partners in connection therewith and any related amendment of this Agreement, and (ii) all additional issuances of Partnership Securities and options, rights, warrants and appreciation rights relating to Partnership Securities. The General Partner shall determine in its sole discretion the relative rights, powers and duties of the holders of

the Units or other Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities being so issued. The General Partner is authorized to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities, including compliance with any statute, rule, regulation or guideline of any governmental agency or any National Securities Exchange on which the Units or other Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities are listed for trading.

SECTION 5.7. *Preemptive Rights*.

Unless otherwise determined by the General Partner, in its sole discretion, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created.

SECTION 5.8. *Splits and Combinations*.

(a) Subject to Section 5.8(d), the Partnership may make a Pro Rata distribution of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities to all Record Holders or may effect a subdivision or combination of Partnership Securities so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis or stated as a number of Units are proportionately adjusted retroactive to the beginning of the Partnership.

(b) Whenever such a distribution, subdivision or combination of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall provide notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice. The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates to the Record Holders of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities as of the applicable Record Date representing the new number of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Securities Outstanding or outstanding options, rights, warrants or appreciation rights relating to Partnership Securities, the Partnership shall require, as a condition to the delivery to a Record Holder of any such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not be required to issue fractional Units upon any distribution, subdivision or combination of Units. If a distribution, subdivision or combination of Units would result in the issuance of fractional Units but for the provisions of this Section 5.8(d), the General Partner in its sole discretion may determine that each fractional Unit shall be rounded to the nearest whole Unit (and a 0.5 Unit shall be rounded to the next higher Unit).

SECTION 5.9. *Fully Paid and Non-Assessable Nature of Limited Partner Interests*.

All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Sections 17-607 or 17-804 of the Delaware Limited Partnership Act or this Agreement.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

SECTION 6.1. *Establishment and Maintenance of Capital Accounts*.

There shall be established for each Partner on the books of the Partnership as of the date such Partner becomes a Partner a capital account (each being a "*Capital Account*"). Each Capital Contribution by any Partner, if any, shall be credited to the Capital Account of such Partner on the date such Capital Contribution is made to the Partnership. In addition, each Partner's Capital Account shall be (a) credited with (i) such Partner's allocable share of any Net Income (or items thereof) of the Partnership, and (ii) the amount of any Partnership liabilities that are assumed by the Partner or secured by any Partnership property distributed to the Partner and (b) debited with (i) the amount of distributions (and deemed distributions) to such Partner of cash or the fair market value of other property so distributed, (ii) such Partner's allocable share of Net Loss (or items thereof) of the Partnership, and (iii) the amount of any liabilities of the Partner assumed by the Partnership or which are secured by any property contributed by the Partner to the Partnership. Any other item which is required to be reflected in a Partner's Capital Account under Section 704(b) of the Code and the United States Treasury Regulations promulgated thereunder or otherwise under this Agreement shall be so reflected. The General Partner shall make such adjustments to Capital Accounts as it determines in its sole discretion to be appropriate to ensure allocations are made in accordance with a Partner's interest in the Partnership. Interest shall not be payable on Capital Account balances. The Partnership Capital Accounts shall be maintained in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and, to the extent not inconsistent with such regulation, the provisions of this Agreement. The Capital Account of each holder of General Partner Units or Special Voting Units shall at all times be zero, except to the extent such holder also holds Partnership Interests other than General Partner Units or Special Voting Units.

SECTION 6.2. *Allocations*.

(a) Net Income (Loss) (including items thereof) of the Partnership for each Fiscal Year shall be allocated to each Partner in accordance with such Partner's Percentage Interest, except as otherwise determined by the General Partner in its sole discretion in order to comply with the Code or applicable regulations thereunder.

(b) The General Partner shall determine all matters concerning allocations for tax purposes not expressly provided for herein in its sole discretion. For the proper administration of the Partnership and for the preservation of uniformity of Partnership Interests (or any portion or class or classes thereof), the General Partner may (i) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of United States Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of Partnership Interests (or any portion or class or classes thereof), and (ii) adopt and employ or modify such conventions and methods as the General Partner determines in its sole discretion to be appropriate for (A) the determination for tax purposes of items of income, gain, loss, deduction and credit and the allocation of such items among Partners and between transferors and transferees under this Agreement and pursuant to the Code and the United States Treasury Regulations promulgated thereunder, (B) the determination of the identities and tax classification of Partners, (C) the valuation of Partnership assets and the determination of tax basis, (D) the allocation of asset values and tax basis, (E) the adoption and maintenance of accounting methods and (F) taking into account differences between the Carrying Values of Partnership assets and such asset adjusted tax basis pursuant to Section 704(c) of the Code and the United States Treasury Regulations promulgated thereunder.

(c) Allocations that would otherwise be made to a Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in

accordance with Section 6031(c) of the Code or any other method determined by the General Partner in its sole discretion.

SECTION 6.3. *Requirement and Characterization of Distributions; Distributions to Record Holders.*

(a) The General Partner, in its sole discretion, may authorize distributions by the Partnership to the Partners, which distributions shall be made Pro Rata in accordance with the Partners' respective Percentage Interests.

(b) The General Partner may treat taxes paid by the Partnership on behalf of, or amounts withheld with respect to, all or less than all of the Partners, as a distribution of cash to such Partners.

(c) Notwithstanding Section 6.3(a), in the event of the dissolution of the Partnership, all receipts received during or after the Quarter in which the Liquidation Date occurs shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

(e) Notwithstanding any provision to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not be required to make a distribution to a Partner or a Record Holder if such distribution would violate the Delaware Limited Partnership Act or other applicable law.

ARTICLE VII

MANAGEMENT AND OPERATION OF BUSINESS

SECTION 7.1. *Management.*

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner shall have full power and authority to do all things and on such terms as it determines, in its sole discretion, to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including without limitation the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible or exchangeable into Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the

Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group, the lending of funds to other Persons; the repayment or guarantee of obligations of any Group Member or other Person and the making of capital contributions to any Group Member or other Person;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than their interest in the Partnership, even if same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of Partnership cash;

(vii) the selection and dismissal of employees (including employees having such titles as the General Partner may determine in its sole discretion) and agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, limited liability companies, corporations or other entities or relationships (including the acquisition of interests in, and the contributions of property to, the Partnership's Subsidiaries from time to time), subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval that may be required under Section 4.7);

(xiii) the purchase, sale or other acquisition or disposition of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities;

(xiv) the undertaking of any action in connection with the Partnership's participation in the management of the Partnership Group through its directors, officers or employees or the Partnership's direct or indirect ownership of the Group Members, including, without limitation, all things described in or contemplated by the Registration Statement and the agreements described in or filed as exhibits to the Registration Statement; and

(xv) cause to be registered for resale under the Securities Act and applicable state or non-U.S. securities laws, any securities of, or any securities convertible or exchangeable into securities of, the Partnership held by any Person, including the General Partner or any Affiliate of the General Partner.

(b) In exercising its authority under this Agreement, the General Partner may, but shall be under no obligation or duty to, take into account the tax consequences to any Partner (including the General Partner) of any action taken (or not taken) by it. The General Partner and the Partnership shall not have any liability to a Limited Partner for monetary damages, equitable relief or otherwise for losses sustained, liabilities incurred or benefits not derived by such Limited Partner in connection with such decisions.

(c) Notwithstanding any other provision of this Agreement, the Delaware Limited Partnership Act or any applicable law, rule or regulation, each of the Partners and each other Person who may acquire an interest in Partnership Securities hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of the Underwriting Agreement, the Exchange Agreement, the Tax Receivable Agreement, the Registration Rights Agreement, the Carlyle Holdings Partnership Agreements and the other agreements described in or filed as exhibits to the Registration Statement that are related to the transactions contemplated by the Registration Statement; (ii) agrees that the General Partner (on its own or through its delegation of such authority to any officer of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the Registration Statement on behalf of the Partnership, in each case in such form and with such terms as it in its sole discretion shall determine, without any further act, approval or vote of the Partners or the other Persons who may acquire an interest in Partnership Securities; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them, of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV), shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Limited Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

SECTION 7.2. *Certificate of Limited Partnership*.

(a) The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Limited Partnership Act and is authorized to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner is authorized to file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.4(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Limited Partner.

(b) In the event that the General Partner determines the Partnership should seek relief pursuant to Section 7704(e) of the Code to preserve the status of the Partnership as a partnership for U.S. federal (and applicable U.S. state) income tax purposes, the Partnership and each Partner shall agree to adjustments required by the U.S. tax authorities, and the Partnership shall pay such amounts as required by the U.S. tax authorities, to preserve the status of the Partnership as a partnership for U.S. federal (and applicable U.S. state) income tax purposes.

SECTION 7.3. *Partnership Group Assets; General Partner's Authority*.

Except as provided in Articles XII and XIV, the General Partner may not sell or exchange all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a

series of related transactions without the approval of holders of a majority of the voting power of Outstanding Voting Units; provided however that this provision shall not preclude or limit the General Partner's ability, in its sole discretion, to mortgage, pledge, hypothecate or grant a security interest in any or all of the assets of the Partnership Group (including for the benefit of Persons other than members of the Partnership Group, including Affiliates of the General Partner), including, in each case, pursuant to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance. Without the approval of holders of a majority of the voting power of Outstanding Voting Units, the General Partner shall not, on behalf of the Partnership, except as permitted under Sections 4.6 and 11.1, elect or cause the Partnership to elect a successor general partner of the Partnership.

SECTION 7.4. *Reimbursement of the General Partner*.

(a) Except as provided in this Section 7.4 and elsewhere in this Agreement, the General Partner shall not be compensated for its services as general partner or managing member of any Group Member.

(b) The Partnership shall pay, or cause to be paid, all costs, fees, operating expenses and other expenses of the Partnership (including the costs, fees and expenses of attorneys, accountants or other professionals and the compensation of all personnel providing services to the Partnership) incurred in pursuing and conducting, or otherwise related to, the activities of the Partnership. The Partnership shall also, in the sole discretion of the General Partner, bear and/or reimburse the General Partner for (i) any costs, fees or expenses incurred by the General Partner in connection with serving as the General Partner and (ii) all other expenses allocable to the Partnership Group or otherwise incurred by the General Partner in connection with operating the Partnership Group's business (including expenses allocated to the General Partner by its Affiliates). To the extent that the General Partner determines in its sole discretion that such expenses are related to the business and affairs of the General Partner that are conducted through the Partnership Group (including expenses that relate to the business and affairs of the Partnership Group and that also relate to other activities of the General Partner), the General Partner may cause the Partnership to pay or bear all expenses of the General Partner, including without limitation, costs of securities offerings not borne directly by Partners, board of directors compensation and meeting costs, salary, bonus, incentive compensation and other amounts paid to any Person, including Affiliates of the General Partner, to perform services for the Partnership Group or for the General Partner, cost of periodic reports to Unitholders, litigation costs and damages arising from litigation, accounting and legal costs and franchise taxes, provided that the Partnership shall not pay or bear any income tax obligations of the General Partner. Reimbursements pursuant to this Section 7.4 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7.

(c) The General Partner may, in its sole discretion, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), propose and adopt on behalf of the Partnership Group equity benefit plans, programs and practices (including plans, programs and practices involving the issuance of or reservation of issuance of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities), or cause the Partnership to issue or to reserve for issuance Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities in connection with, or pursuant to, any such equity benefit plan, program or practice or any equity benefit plan, program or practice maintained or sponsored by the General Partner or any of its Affiliates in respect of services performed directly or indirectly for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities that the General Partner or such Affiliates are obligated to provide pursuant to any equity benefit plans, programs or practices maintained or sponsored by them. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities purchased by the

General Partner or such Affiliates from the Partnership to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.4(b). Any and all obligations of the General Partner under any equity benefit plans, programs or practices adopted by the General Partner as permitted by this Section 7.4(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or the transferee of or successor to all of the General Partner's General Partner Interest.

SECTION 7.5. *Outside Activities.*

(a) On and after the Listing Date, the General Partner, for so long as it is a General Partner of the Partnership (i) agrees that its sole business will be to act as a general partner or managing member of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner, managing member, trustee or stockholder and to undertake activities that are ancillary or related thereto (including being a limited partner in the Partnership) and (ii) shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner, managing member, trustee or stockholder of one or more Group Members or as described in or contemplated by the Registration Statement or (B) the acquiring, owning or disposing of debt or equity securities in any Group Member.

(b) Except insofar as the General Partner is specifically restricted by Section 7.5(a), each Indemnitee shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise to any Group Member or any Partner, Record Holder or Person who acquires an interest in a Partnership Security. None of any Group Member, any Limited Partner or any other Person shall have any rights by virtue of this Agreement or the partnership relationship established hereby in any business ventures of any Indemnitee.

(c) Subject to the terms of Section 7.5(a) and Section 7.5(b), but otherwise notwithstanding anything to the contrary in this Agreement, (i) the engagement in competitive activities by any Indemnitees (other than the General Partner) in accordance with the provisions of this Section 7.5 is hereby approved by the Partnership, all Partners and all Persons acquiring an interest in a Partnership Security, (ii) it shall not be a breach of the General Partner's or any other Indemnitee's duties or any other obligation of any type whatsoever of the General Partner or any other Indemnitee if the Indemnitee (other than the General Partner) engages in any such business interests or activities in preference to or to the exclusion of any Group Member, (iii) the General Partner and the Indemnities shall have no obligation hereunder or as a result of any duty otherwise existing at law, in equity or otherwise to present business opportunities to any Group Member, (iv) the doctrine of "corporate opportunity" or other analogous doctrine shall not apply to any such Indemnitee and (v) the Indemnitees (including the General Partner) shall not be liable to the Partnership, any Limited Partner, Record Holder or any other Person who acquires an interest in a Partnership Security by reason that such Indemnitee or Indemnitees (including the General Partner) pursues or acquires a business opportunity for itself, directs such opportunity to another Person, does not communicate such opportunity or information to any Group Member or uses information in the possession of a Group Member to acquire or operate a business opportunity.

(d) The General Partner and any of its Affiliates may acquire Units or other Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities and, except as otherwise expressly provided in this Agreement, shall be entitled to exercise all rights of a General Partner or Limited Partner, as applicable, relating to such Units or Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities.

SECTION 7.6. *Loans from the General Partner; Loans or Contributions from the Partnership; Contracts with the General Partner and its Affiliates; Certain Restrictions on the General Partner*.

(a) The General Partner or any of its Affiliates may, but shall be under no obligation to, lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member on terms to which the General Partner agrees in good faith.

(b) Any Group Member (including the Partnership) may lend or contribute to any other Group Member, and any Group Member may borrow from any other Group Member (including the Partnership), funds on terms and conditions determined by the General Partner in its sole discretion. The foregoing authority may be exercised by the General Partner in its sole discretion and shall not create any right or benefit in favor of any Group Member or any other Person.

(c) The General Partner may itself, or may enter into an agreement with any of its Affiliates to, render services to a Group Member or to the General Partner in the discharge of its duties as general partner of the Partnership on terms to which the General Partner agrees to in good faith.

(d) The Partnership may transfer assets to joint ventures, other partnerships, corporations, limited liability companies or other business entities in which it is or thereby becomes a participant on terms to which the General Partner agrees in good faith.

(e) The General Partner or any of its Affiliates may sell, transfer or convey any property to, or purchase any property from, the Partnership, directly or indirectly, on terms to which the General Partner agrees in good faith.

(f) The General Partner and its Affiliates will have no obligation to permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use, nor shall there be any obligation on the part of the General Partner or its Affiliates to enter into such contracts.

SECTION 7.7. *Indemnification*.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Section 7.7, all Indemnitees shall be indemnified and held harmless by the Partnership on an after tax basis from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee whether arising from acts or omissions to act occurring on, before or after the date of this Agreement; provided that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee acted in bad faith or engaged in fraud or willful misconduct. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.7(j), the Partnership shall be required to indemnify a Person described in such sentence in connection with any claim, demand, action, suit or proceeding (or part thereof) commenced by such Person only if (x) the commencement of such claim, demand, action, suit or proceeding (or part thereof) by such Person was authorized by the General Partner in its sole discretion or (y) there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that such Person was entitled to indemnification by the Partnership pursuant to Section 7.7(j). The indemnification of an Indemnitee of the type identified in clause (d) of the definition of Indemnitee shall be secondary to any and all indemnification to which such person is entitled from, firstly, the relevant other Person, and from, secondly, the relevant Fund (if applicable), and will only be paid to the extent the primary indemnification is not paid and the proviso set forth in the first sentence of this Section 7.7(a) does not apply; provided that such other

Person and such Fund shall not be entitled to contribution or indemnification from or subrogation against the Partnership, unless otherwise mandated by applicable law. If, notwithstanding the foregoing sentence, the Partnership makes an indemnification payment or advances expenses to such an Indemnitee entitled to primary indemnification, the Partnership shall be subrogated to the rights of such Indemnitee against the Person or Persons responsible for the primary indemnification. "Fund" means any fund, investment vehicle or account whose investments are managed or advised by the Partnership (if any) or an affiliate thereof.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable determination that the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of an undertaking by or on behalf of the Indemnitee to repay such amount if it ultimately shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 7.7. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.7(j), the Partnership shall be required to indemnify a Person described in such sentence in connection with any claim, demand, action, suit or proceeding (or part thereof) commenced by such Person only if (x) the commencement of such claim, demand, action, suit or proceeding (or part thereof) by such Person was authorized by the General Partner in its sole discretion or (y) there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that such Person was entitled to indemnification by the Partnership pursuant to Section 7.7(j).

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, insurance, pursuant to any vote of the holders of Outstanding Voting Units entitled to vote on such matter, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates, the other Indemnitees and such other Persons as the General Partner shall determine in its sole discretion, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership Group's activities or such Person's activities on behalf of the Partnership Group regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.7, (i) the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; (ii) excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and (iii) any action taken or omitted by an Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership. The General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification. Except as required by Section 17-607 and Section 17-804 of the Delaware Limited Partnership Act, in no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or-in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(j) If a claim for indemnification (following the final disposition of the action, suit or proceeding for which indemnification is being sought) or advancement of expenses under this Section 7.7 is not paid in full within thirty (30) days after a written claim therefor by any Indemnitee has been received by the Partnership, such Indemnitee may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expenses of prosecuting such claim, including reasonable attorneys' fees. In any such action the Partnership shall have the burden of proving that such Indemnitee is not entitled to the requested indemnification or advancement of expenses under applicable law.

(k) This Section 7.7 shall not limit the right of the Partnership, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, and purchase and maintain insurance on behalf of, Persons other than Indemnitees.

SECTION 7.8. *Liability of Indemnitees*.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable to the Partnership, the Limited Partners or any other Persons who have acquired interests in the Partnership Securities or are bound by this Agreement, for any losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising as a result of any act or omission of an Indemnitee, or for any breach of contract (including breach of this Agreement) or any breach of duties (including breach of fiduciary duties) whether arising hereunder, at law, in equity or otherwise, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud or willful misconduct. The Partnership, the Limited Partners, the Record Holders and any other Person who acquires an interest in a Partnership Security, each on their own behalf and on behalf of the Partnership, waives, to the fullest extent permitted by law, any and all rights to seek punitive damages or damages based upon any Federal, State or other income (or similar) taxes paid or payable by any such Limited Partner, Record Holder or other Person.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct, negligence or wrongdoing on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, the Partners, the Record Holders or any Person who acquires an interest in a Partnership Security, any Indemnitee acting in connection with the Partnership's business or affairs shall not be liable, to the fullest extent permitted by law, to the Partnership, to any Partner, to any Record Holder or to any other Person who acquires an interest in a Partnership Security for such Indemnitee's reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted, and provided such Person became an Indemnitee hereunder prior to such amendment, modification or repeal.

SECTION 7.9. *Modification of Duties; Standards of Conduct; Resolution of Conflicts of Interest*

(a) Notwithstanding anything to the contrary set forth in this Agreement or otherwise applicable provision of law or in equity, neither the General Partner nor any other Indemnitee shall have any fiduciary duties, or, to the fullest extent permitted by law, except to the extent expressly provided in this Agreement, other duties, obligations or liabilities, to the Partnership, any Limited Partner, any other Person who has acquired an interest in a Partnership Security, any other Person who is bound by this Agreement or any creditor of the Partnership, and, to the fullest extent permitted by law, the General Partner and the other Indemnitees shall only be subject to any contractual standards imposed and existing under this Agreement. Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or in equity, whenever in this Agreement or any other agreement contemplated hereby the General Partner, the Board of Directors or any committee of the Board of Directors is permitted to or required to make a decision (i) in its "discretion" or "sole discretion" or (ii) pursuant to any provision not subject to an express standard of "good faith" (regardless of whether there is a reference to "discretion", "sole discretion" or any other standard), then the General Partner (or any of its Affiliates or Associates causing it to do so), the Board of Directors, or any committee of the Board of Directors, as applicable, in making such decision, shall not be subject to any fiduciary duty and shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Partnership, the Partners, or any other Person (including any creditor of the Partnership), and shall not be subject to any other or different standards imposed by this Agreement or otherwise existing at law, in equity or otherwise. Notwithstanding the immediately preceding sentence, if a decision or action under this Agreement is to be made or taken by the General Partner in "good faith", the General Partner shall act under that express standard and shall not be subject to any other or different standard under this Agreement or otherwise existing at law, in equity or otherwise. For all purposes of this Agreement and notwithstanding any applicable provision of law or in equity, a determination or other action or failure to act by the General Partner, the Board of Directors or any committee thereof conclusively will be deemed to be made, taken or omitted to be made or taken in "good faith", and shall not be a breach of this Agreement, (i) if such determination, action or failure to act was approved by Special Approval or (ii) unless the General Partner, the Board of Directors or committee thereof, as applicable, subjectively believed such determination, action or failure to act was opposed to the best interests of the Partnership. The belief of a majority of the Board of Directors or committee thereof shall be deemed to be the belief of the Board of Directors or such committee. In any proceeding brought by the Partnership, any Limited Partner, any Record Holder, any other Person who acquires an interest in a Partnership Security or any other Person who is bound by this Agreement challenging such action, determination or failure to act, notwithstanding any provision of law or equity to the contrary, the Person bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act was not in good faith. Any action or determination taken or made by the General Partner, its Board of Directors, any committee of the Board of Directors (including the Conflicts Committee) or any other Indemnitee which is not in breach of this Agreement shall be deemed taken or determined in compliance with this Agreement, the Delaware Limited Partnership Act and any other applicable fiduciary requirements.

(b) Whenever the General Partner makes a determination or takes or fails to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as a general partner of the Partnership, whether under this Agreement or any other agreement or circumstance contemplated hereby or otherwise, then the General Partner, or such Affiliates or Associates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or not to take such other action free of any duty (including any fiduciary duty) existing at law, in equity or otherwise or obligation whatsoever to the Partnership, any Limited Partner, any Record Holder, any Person who acquires an interest in a Partnership Security, any other Person bound by this Agreement or any creditor of the Partnership, and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Limited Partnership Act or any other law, rule or regulation or at equity.

(c) Whenever a potential conflict of interest exists or arises between the General Partner (in its capacity as the general partner of the Partnership, as limited partner of the Partnership, or in its individual capacity) or any of its Affiliates or Associates, on the one hand, and the Partnership, any Group Member, any Partner, any other Person who acquires an interest in a Partnership Security or any other Person who is bound by this Agreement, on the other, any resolution or course of action by the General Partner or its Affiliates in respect of such conflict of interest shall conclusively be deemed approved by the Partnership, all of the Partners, each Person who acquires an interest in a Partnership Security and any other Person bound hereby and shall not constitute a breach of this Agreement or any agreement contemplated herein, or of duty (including any fiduciary duty) existing at law, in equity or otherwise or obligation whatsoever if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval or (ii) approved by the General Partner in good faith. The General Partner and the Conflicts Committee (in connection with any Special Approval by the Conflicts Committee) each shall be authorized in connection with its resolution of any conflict of interest to consider such factors as it determines in its sole discretion to be relevant, reasonable or appropriate under the circumstances. The General Partner shall be authorized but not required in connection with its resolution of any conflict of interest to seek Special Approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not received Special Approval. Failure to seek Special Approval shall not be deemed to indicate that a conflict of interest exists or that Special Approval could not have been obtained. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, and without limitation of Section 7.6, to the fullest extent permitted by the Delaware Limited Partnership Act, the existence of the conflicts of interest described in or contemplated by the Registration Statement are hereby approved, and all such conflicts of interest are waived, by the Partnership and each Partner and any other Person who acquires an interest in a Partnership Security and shall not constitute a breach of this Agreement or any duty existing at law, in equity or otherwise.

(d) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be in its sole discretion.

(e) The Limited Partners, hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve of actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

(f) The Limited Partners expressly acknowledge that the General Partner is under no obligation to consider the separate interests of the Limited Partners (including, without limitation, the tax consequences to Limited Partners) in deciding whether to cause the Partnership to take (or decline to take) any actions, and that the General Partner shall not be liable to the Limited Partners for monetary damages or equitable relief for losses sustained, liabilities incurred or benefits not derived by Limited Partners in connection with such decisions.

(g) Notwithstanding any other provision of this Agreement, to the extent that any provision of this Agreement, including the provisions of this Section 7.9, purports (i) to restrict or otherwise modify or eliminate the duties (including fiduciary duties), obligations and liabilities of the General Partner, the Board of Directors, any committee of the Board of Directors (including the Conflicts Committee) or any other Indemnitee otherwise existing at law or in equity or (ii) to constitute a waiver or consent by the Partnership, the Limited Partners or any other Person who acquires an interest in a Partnership Security to any such restriction, modification or elimination, such provision shall be deemed to have been approved by the Partnership, all of the Partners, and each other Person who has acquired an interest in a Partnership Security.

SECTION 7.10. *Other Matters Concerning the General Partner*.

(a) The General Partner and any other Indemnitee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner and any Indemnitee may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner or such Indemnitee believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers or any duly appointed attorney or attorneys-in-fact. Each such attorney shall, to the extent provided by the General Partner in the power of attorney, have full power and authority to do and perform each and every act and duty that is permitted or required to be done by the General Partner hereunder.

SECTION 7.11. *Purchase or Sale of Partnership Securities.*

The General Partner may cause the Partnership or any other Group Member to purchase or otherwise acquire Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities. Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, any Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities that are purchased or otherwise acquired by the Partnership may, in the sole discretion of the General Partner, be held by the Partnership in treasury and, if so held in treasury, shall no longer be deemed to be Outstanding for any purpose. For the avoidance of doubt, (i) Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities that are held by the Partnership in treasury (a) shall not be allocated Net Income (Loss) pursuant to Article VI and (b) shall not be entitled to distributions pursuant to Article VI, and (ii) shall neither be entitled to vote nor be counted for quorum purposes. The General Partner or any other Indemnitee or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise dispose of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities for their own account, subject to the provisions of Articles IV and X.

SECTION 7.12. *Reliance by Third Parties.*

Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner purporting to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. The Partnership, each Limited Partner and each other Person who has acquired an interest in a Partnership Security hereby waives any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or any such officer shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the General Partner or any such officer executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

SECTION 7.13. *Board of Directors*

(a) On January 31 of each year (each a "Determination Date"), the General Partner will determine whether the voting power collectively held by (i) the holders of Special Voting Units (including Voting Units held by the General Partner and its Affiliates) in their capacity as such, (ii) persons that were formerly employed by or had provided services to (including as a director), or are then employed by or providing services to (including as a director), the General Partner and/or its Affiliates, and (iii) any estate, trust, partnership or limited liability company or other similar entity of which any such person is a trustee, partner, member or similar party, respectively, is at least 10% of the voting power of the Outstanding Voting Units (treating as Outstanding and held by any such persons, Voting Units deliverable pursuant to any equity awards granted to such persons) (the "Carlyle Partners Ownership Condition").

(b) The method of nomination, election and removal of Directors shall be determined as follows: (i) in any year in which the General Partner has determined on the applicable Determination Date that the Carlyle Partners Ownership Condition has not been satisfied, the Board of Directors shall be elected at an annual meeting of the Limited Partners holding Outstanding Units in accordance with Section 13.4(b); and (ii) in any year in which the General Partner has determined on the applicable Determination Date that the Carlyle Partners Ownership Condition has been satisfied, the provisions of Section 13.4(b) shall not apply and the method for nominating, electing and removing Directors shall be as otherwise provided in the General Partner Agreement.

ARTICLE VIII

BOOKS, RECORDS AND ACCOUNTING

SECTION 8.1. *Records and Accounting.*

The General Partner shall keep or cause to be kept at the principal office of the Partnership or any other place designated by the General Partner in its sole discretion appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.4(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its

business, including the record of the Record Holders of Units or other Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, magnetic tape, photographs, micrographics or any other information storage device; provided that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP.

SECTION 8.2. *Fiscal Year.*

The fiscal year of the Partnership (each, a "*Fiscal Year*") shall be a year ending December 31. The General Partner in its sole discretion may change the Fiscal Year of the Partnership at any time and from time to time in each case as may be required or permitted under the Code or applicable United States Treasury Regulations and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

ARTICLE IX

TAX MATTERS

SECTION 9.1. *Tax Returns and Information.*

As soon as reasonably practicable after the end of each Fiscal Year (which each of the Partners and each other Person who acquires an interest in a Partnership Security hereby acknowledges and agrees may be later than the otherwise applicable due date of the tax return of such Partner or other Person), the Partnership shall send to each Partner a copy of U.S. Internal Revenue Service Schedule K-1 with respect to such Fiscal Year. The Partnership also shall provide the Partners with such other information as may be reasonably required in the discretion of the General Partner for purposes of allowing the Partners to prepare and file their own U.S. federal, state and local tax returns. Each Partner shall be required to report for all tax purposes consistently with such information provided 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 income tax purposes.

SECTION 9.2. *Tax Elections.*

The General Partner shall determine whether to make, refrain from making or revoke any and all elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions, in its sole discretion.

SECTION 9.3. *Tax Controversies.*

Subject to the provisions hereof, the General Partner is designated as the Tax Matters Partner (as defined in the Code) and is authorized 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 General Partner and to do or refrain from doing any or all things required by the General Partner to conduct such proceedings.

SECTION 9.4. *Withholding.*

Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required or be necessary or appropriate to cause the Partnership or any other Group Member to comply with any withholding requirements established under the Code or any other U.S. federal, state, local or non-U.S. law including pursuant to Sections 1441, 1442, 1445, 1446 and 3406 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including by reason of Section 1446 of the Code), the General Partner shall treat the

amount withheld as a distribution of cash pursuant to Section 6.3 in the amount of such withholding from such Partner.

SECTION 9.5. *Election to be Treated as a Corporation.*
If the General Partner determines in its sole discretion that it is no longer in the interests of the Partnership to continue as a partnership for U.S. federal income tax purposes, the General Partner may elect to treat the Partnership as an association or as a publicly traded partnership taxable as a corporation for U.S. federal (and applicable state) income tax purposes or may effect such change by merger or conversion or otherwise under applicable law.

ARTICLE X

ADMISSION OF PARTNERS

SECTION 10.1. *Admission of Initial Limited Partners.*

(a) Upon the issuance by the Partnership of a Special Voting Unit to TCG Partners, the General Partner shall admit TCG Partners to the Partnership as an Initial Limited Partner in respect of the Special Voting Unit issued to it.

(b) Upon the issuance by the Partnership of Common Units to the Underwriters or their designee(s) as described in Section 5.4 in connection with the Initial Offering, the General Partner shall admit such parties to the Partnership as Initial Limited Partners in respect of the Common Units issued to them.

SECTION 10.2. *Admission of Additional Limited Partners*.

(a) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 10.2 or the issuance of any Limited Partner Interests in accordance herewith (including in a merger, consolidation or other business combination pursuant to Article XIV), and except as provided in Section 4.8, each transferee or other recipient of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when any such transfer or issuance is reflected in the books and records of the Partnership, with or without execution of this Agreement, (ii) shall become bound by the terms of, and shall be deemed to have agreed to be bound by, this Agreement, (iii) shall become the Record Holder of the Limited Partner Interests so transferred or issued, (iv) represents that the transferee or other recipient has the capacity, power and authority to enter into this Agreement, (v) grants the powers of attorney set forth in this Agreement and (vi) makes the consents, acknowledgments and waivers contained in this Agreement. The transfer of any Limited Partner Interests and/or the admission of any new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Record Holder without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest. The rights and obligations of a Person who is a Non-citizen Assignee shall be determined in accordance with Section 4.8.

(b) The name and mailing address of each Record Holder shall be listed on the books and records of the Partnership maintained for such purpose by the Partnership or the Transfer Agent. The General Partner shall update the books and records of the Partnership from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable). A Limited Partner Interest may be represented by a Certificate, as provided in Section 4.1.

(c) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.2(a).

SECTION 10.3. *Admission of Successor General Partner.*

A successor General Partner approved pursuant to Section 11.1 or the transferee of or successor to all of the General Partner Interest (represented by General Partner Units) pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner effective immediately prior to the withdrawal of the predecessor or transferring General Partner pursuant to Section 11.1 or the transfer of such General Partner's General Partner Interest (represented by General Partner Units) pursuant to Section 4.6; provided however, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor is hereby authorized to and shall, subject to the terms hereof, carry on the business of the Partnership without dissolution.

SECTION 10.4. *Amendment of Agreement and Certificate of Limited Partnership to Reflect the Admission of Partners.*

To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary under the Delaware Limited Partnership Act to amend the records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership, and the General Partner may for this purpose, among others, exercise the power of attorney granted pursuant to Section 2.6.

ARTICLE XI

WITHDRAWAL OR REMOVAL OF PARTNERS

SECTION 11.1. *Withdrawal of the General Partner*.

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "*Event of Withdrawal*"):

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iii); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(iv) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(v) (A) in the event the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) in the event the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) in the event the General Partner is acting in such capacity by virtue of being a trustee of a

trust, the termination of the trust; (D) in the event the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise in the event of the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iii), (iv) or (v)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the Listing Date and ending at 12:00 midnight, New York City time, on December 31, 2021, the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners; provided that prior to the effective date of such withdrawal, the withdrawal is approved by Limited Partners holding at least a majority of the voting power of the Outstanding Voting Units (excluding Voting Units held by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel ("*Withdrawal Opinion of Counsel*") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability of any Limited Partner or cause the Partnership or any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not previously treated as such); (ii) at any time after 12:00 midnight, New York City time, on December 31, 2021, the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii); or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) Beneficially Own or own of record or control at least 50% of the Outstanding Common Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), the Limited Partners holding of a majority of the voting power of Outstanding Voting Units, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member, and is hereby authorized to, and shall, continue the business of the Partnership and, to the extent applicable, the other Group Members without dissolution. If, prior to the effective date of the General Partner's withdrawal pursuant to Section 11.1(a)(i), a successor is not selected by the Unitholders as provided herein or the Partnership does not receive a Withdrawal Opinion of Counsel, the Partnership shall be dissolved in accordance with and subject to Section 12.1. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.3.

SECTION 11.2. *No Removal of the General Partner.*

The Limited Partners shall have no right to remove or expel, with or without cause, the General Partner.

SECTION 11.3. *Interest of Departing General Partner and Successor General Partner*.

(a) In the event of the withdrawal of a General Partner, if a successor General Partner is elected in accordance with the terms of Section 11.1, the Departing General Partner, in its sole discretion and acting in its individual capacity, shall have the option exercisable prior to the effective date of the withdrawal of such Departing General Partner to require its successor to purchase its General

Partner Interest (represented by General Partner Units) in exchange for an amount in cash equal to the fair market value of such General Partner Interest, such amount to be determined and payable as of the effective date of its withdrawal. The Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.4, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (excluding any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of a Departing General Partner's General Partner Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's departure, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such departure, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the General Partner Interest of the Departing General Partner. In making its determination, such third independent investment banking firm or other independent expert may consider the then current trading price of Units on any National Securities Exchange on which Common Units are then listed, the value of the Partnership's assets, the rights and obligations of the Departing General Partner and other factors it may deem relevant.

(b) If the Departing General Partner does not exercise its option to require the successor General Partner to purchase its General Partner Interest in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall automatically become a Limited Partner and its General Partner Interest automatically shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the General Partner Interest of the Departing General Partner to Common Units will be characterized as if the Departing General Partner (or its transferee) contributed its General Partner Interest to the Partnership in exchange for the newly-issued Common Units and the Partnership reissued a new General Partner Interest in the Partnership to the successor General Partner.

SECTION 11.4. *Withdrawal of Limited Partners.*

No Limited Partner shall have any right to withdraw from the Partnership; provided however that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

SECTION 12.1. *Dissolution.*

The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the withdrawal of the General Partner, if a successor General Partner is admitted to the Partnership

pursuant to Sections 10.3, 11.1 or 12.2, the Partnership shall not be dissolved and such successor General Partner is hereby authorized to, and shall, continue the business of the Partnership. Subject to Section 12.2, the Partnership shall dissolve, and its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and such successor is admitted to the Partnership pursuant to this Agreement;

(b) an election to dissolve the Partnership by the General Partner that is approved by the Unitholders holding a majority of the voting power of Outstanding Voting Units;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Limited Partnership Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Limited Partnership Act.

SECTION 12.2. *Continuation of the Business of the Partnership After Event of Withdrawal.*

Upon an Event of Withdrawal caused by (a) the withdrawal of the General Partner as provided in Sections 11.1(a)(i) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Section 11.1, then within 90 days thereafter, or (b) an event constituting an Event of Withdrawal as defined in Sections 11.1(a)(iii), (iv) or (v), then, to the maximum extent permitted by law, within 180 days thereafter, the Unitholders holding a majority of the voting power of Outstanding Voting Units may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as the successor General Partner a Person approved by the Unitholders holding a majority of the voting power of Outstanding Voting Units. Unless such an election is made within the applicable time period as set forth above, the Partnership shall dissolve and conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided that the right of the Unitholders holding a majority of the voting power of Outstanding Voting Units to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel (x) that the exercise of the right would not result in the loss of limited liability of any Limited Partner and (y) neither the Partnership nor any Group Member (other than the Carlyle Holdings I General Partner, Carlyle Holdings III General Partner or other Group Member that is formed or existing as a corporation) would be treated as an association taxable as a corporation or otherwise be taxable as an entity for U.S. federal income tax purposes upon the exercise of such right to continue (to the extent not so treated or taxed).

SECTION 12.3. *Liquidator.*

Upon dissolution of the Partnership, unless the Partnership is continued pursuant to Section 12.2, the General Partner shall act, or select in its sole discretion one or more Persons to act as Liquidator. If the General Partner is acting as the Liquidator, it shall not be entitled to receive any additional compensation for acting in such capacity. If a Person other than the General Partner acts as Liquidator, such Liquidator (1) shall be entitled to receive such compensation for its services as may be approved by either the Board of Directors of the withdrawing General Partner (or similar governing body) or Unitholders holding at least a majority of the voting power of the Outstanding

Voting Units voting as a single class, (2) shall agree not to resign at any time without 15 days' prior notice and (3) may be removed at any time, with or without cause, by notice of removal approved by Unitholders holding at least a majority of the voting power of the Outstanding Voting Units voting as a single class. Upon dissolution, 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 holders of at least a majority of the voting power of the Outstanding Voting Units voting as a single class. 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 Article XII, 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, other than the limitation on sale set forth in Section 7.3) 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 12.4. *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 the Liquidator determines to be in the best interest of the Partners, subject to Section 17-804 of the Delaware Limited Partnership Act and the following:

(a) *Disposition of Assets.* 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 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate distributions of cash (to the extent any cash is available) must be made to the other Partners. 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) *Discharge of Liabilities.* Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. 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.

(c) *Liquidation Distributions.* All cash and other property in excess of that required to discharge liabilities (whether by payment or the making of reasonable provision for payment thereof) as provided in Section 12.4(b) shall be distributed to the Partners in accordance with their respective Percentage Interests as of a Record Date selected by the Liquidator.

SECTION 12.5. *Cancellation of Certificate of Limited Partnership*.

Upon the completion of the distribution of Partnership cash and other property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership shall be cancelled in accordance with the Delaware Limited Partnership Act and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

SECTION 12.6. *Return of Contributions.*

The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

SECTION 12.7. *Waiver of Partition.*

To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

SECTION 12.8. *Capital Account Restoration.*

No Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership or otherwise.

ARTICLE XIII

AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

SECTION 13.1. *Amendments to be Adopted Solely by the General Partner.*

Each Partner agrees that the General Partner, without the approval of any Partner, any Unitholder or any other Person, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines in its sole discretion is necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or other jurisdiction or to ensure that the Group Members (other than the Carlyle Holdings I General Partner or the Carlyle Holdings III General Partner or other Group Member that is formed or existing as a corporation) will not be treated as associations taxable as corporations or otherwise taxed as entities for U.S. federal income tax purposes (to the extent not so treated);

(d) a change that the General Partner determines in its sole discretion to be necessary or appropriate to address changes in U.S. federal, state or local income tax regulations, legislation or interpretation;

(e) a change that the General Partner determines (i) does not adversely affect the Limited Partners considered as a whole (or adversely affect any particular class of Partnership Interests as compared to another class of Partnership Interests, except under clause (h) below) in any material respect; provided, however, for purposes of determining whether an amendment satisfies the requirements of this Section 13.1(e)(i), the General Partner may in its sole discretion disregard any adverse effect on any class or classes of Partnership Interests the holders of which have approved such amendment pursuant to Section 13.3(c)(ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any U.S. federal, state or local or non-U.S. agency or judicial authority or contained in any U.S. federal, state or local or non-U.S. statute (including the Delaware Limited Partnership Act) or (B) facilitate the trading of the Limited Partner Interests (including the division of any class or classes of Outstanding Limited Partner Interests into different classes to

facilitate uniformity of tax consequences within such classes of Limited Partner Interests) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Limited Partner Interests are or will be listed, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.8 or (iv) is required to effect the intent expressed in the Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(f) a change in the Fiscal Year or taxable year of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the Fiscal Year or taxable year of the Partnership including, if the General Partner shall so determine in its sole discretion, a change in the definition of "*Quarter*" and the dates on which distributions are to be made by the Partnership;

(g) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its Indemnitees, from having a material risk of being in any manner subjected to registration under the provisions of the U.S. Investment Company Act of 1940, as amended, the U.S. Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the U.S. Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(h) an amendment that the General Partner determines in its sole discretion to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Securities or options, rights, warrants or appreciation rights relating to Partnership Securities pursuant to Section 5.6;

(i) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(j) an amendment effected, necessitated or contemplated by a Merger Agreement permitted by Article XIV;

(k) an amendment that the General Partner determines in its sole discretion to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity;

(l) an amendment effected, necessitated or contemplated by an amendment to any Carlyle Holdings Partnership Agreement that requires unitholders of any Carlyle Holdings Partnership to provide a statement, certification or other proof of evidence to the Carlyle Holdings Partnerships regarding whether such unitholder is subject to U.S. federal income taxation on the income generated by the Carlyle Holdings Partnerships;

(m) a merger, conversion or conveyance pursuant to Section 14.3(c), including any amendment permitted pursuant to Section 14.5;

(n) any amendment to Section 16.9 that the General Partner determines in good faith;

(o) any amendment that the General Partner determines to be necessary or appropriate to cure any ambiguity, omission, mistake, defect or inconsistency; or

(p) any other amendments substantially similar to the foregoing.

SECTION 13.2. *Amendment Procedures.*

Except as provided in Sections 5.5, 13.1, 13.3 and 14.5, all amendments to this Agreement shall be made in accordance with the requirements of this Section 13.2. Amendments to this Agreement may be proposed only by the General Partner; provided however that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose any amendment to this

Agreement and may decline to do so free of any duty (including any fiduciary duty) or obligation whatsoever to the Partnership, any Limited Partner, any other Person bound by this Agreement or any creditor of the Partnership. A proposed amendment pursuant to this Section 13.2 shall be effective upon its approval by the General Partner and Unitholders holding a majority of the voting power of the Outstanding Voting Units, unless a greater or lesser percentage is required under this Agreement. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of the voting power of Outstanding Voting Units or call a meeting of the Unitholders to consider and vote on such proposed amendment, in each case in accordance with the other provisions of this Article XIII. The General Partner shall notify all Record Holders upon final adoption of any such proposed amendments.

SECTION 13.3. *Amendment Requirements.*

(a) Notwithstanding the provisions of Sections 13.1 and 13.2, no provision of this Agreement that requires the vote or consent of Unitholders holding, or holders of, a percentage of the voting power of Outstanding Voting Units (including Voting Units deemed owned by the General Partner and its Affiliates) required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of reducing such voting percentage unless such amendment is approved by the written consent or the affirmative vote of Unitholders or holders of Outstanding Voting Units whose aggregate Outstanding Voting Units constitute not less than the voting or consent requirement sought to be reduced.

(b) Notwithstanding the provisions of Sections 13.1 and 13.2, no amendment to this Agreement may (i) enlarge the obligations of any Limited Partner without its consent, unless such enlargement may be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c), or (ii) enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to the General Partner or any of its Affiliates without the General Partner's consent, which consent may be given or withheld in its sole discretion.

(c) Except as provided in Sections 13.1 and 14.3, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests (treating the Voting Units as a separate class for this purpose) must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected.

(d) Notwithstanding the provisions of Sections 13.1 and 13.2, in addition to any other approvals or consents that may be required under this Agreement, neither Section 7.13 nor Section 13.4(b) shall be amended, altered, changed, repealed or rescinded in any respect without the written consent of TCG Partners.

(e) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Article XIV, no amendments shall become effective without the approval of Unitholders holding at least 90% of the voting power of the Outstanding Voting Units unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under the Delaware Limited Partnership Act.

SECTION 13.4. *Meetings.*

(a) All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners representing 50% or more of the voting power of the Outstanding Limited Partner Interests of the class or classes for which a meeting is proposed. (For the avoidance of doubt, the Common Units and the Special Voting Units shall not constitute separate classes for this purpose.) Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special

meeting and indicating the general or specific purposes for which the special meeting is to be called. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing, agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and place determined by the General Partner in its sole discretion on a date not less than 10 days nor more than 60 days after the mailing of notice of the meeting. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership within the meaning of the Delaware Limited Partnership Act so as to jeopardize the Limited Partners' limited liability under the Delaware Limited Partnership Act or the law of any other state in which the Partnership is qualified to do business.

(b) (i) Subject to Section 7.13 and Section 13.4(b)(xi), in any year in which the General Partner has determined on the applicable Determination Date that the Carlyle Partners Ownership Condition has not been satisfied, an annual meeting of the Limited Partners holding Outstanding Units for the election of Directors and such other matters as the General Partner shall submit to a vote of the Limited Partners holding Outstanding Units shall be held in June of such year or at such other date and time as may be fixed by the General Partner at such place within or without the State of Delaware as may be fixed by the General Partner and all as stated in the notice of the meeting. Notice of the annual meeting shall be given in accordance with Section 13.5 not less than 10 days nor more than 60 days prior to the date of such meeting.

(ii) The Limited Partners holding Outstanding Units shall vote together as a single class for the election of Directors to the Board of Directors (but such Limited Partners and their Units shall not, however, be treated as a separate class of Partners or Partnership Securities for purposes of this Agreement). The Limited Partners described in the immediately preceding sentence shall elect by a plurality of the votes cast at such meeting persons to serve as Directors who are nominated in accordance with the provisions of this Section 13.4(b). The exercise by a Limited Partner of the right to elect the Directors and any other rights afforded to such Limited Partner under this Section 13.4(b) shall be in such Limited Partner's capacity as a limited partner of the Partnership and shall not cause a Limited Partner to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize such Limited Partner's limited liability under the Delaware Limited Partnership Act or the law of any other state in which the Partnership is qualified to do business.

(iii) If the General Partner has provided at least thirty days advance notice of any meeting at which Directors are to be elected, then the Limited Partners holding Outstanding Units that attend such meeting shall constitute a quorum, and if the General Partner has provided less than thirty days advance notice of any such meeting, then Limited Partners holding a majority of the Outstanding Units shall constitute a quorum.

(iv) The number of Directors on the Board of Directors shall be as determined in accordance with the General Partner Agreement.

(v) The Directors shall be divided into three classes, Class I, Class II, and Class III, as determined by the then-existing Board of Directors in its sole discretion, on any Determination Date on which the General Partner has determined that the Carlyle Partners Ownership Condition has not been satisfied, unless the Board of Directors has already been classified in accordance with this Section 13.4(b)(v) on the next preceding Determination Date. The number of Directors in each class shall be the whole number contained in the quotient arrived at by dividing the authorized number of Directors by three, and if a fraction is also contained in such quotient, then if such fraction is one-third, the extra director shall be a member of Class I and if the fraction is two-thirds, one of the extra directors shall be a member of Class I and the other shall be a member of Class II. Each Director shall serve for a term ending as provided herein; provided, however, that the Directors

designated to Class I by the Board of Directors shall serve for an initial term that expires at the applicable Initial Annual Meeting, the Directors designated to Class II by the Board of Directors shall serve for an initial term that expires at the first annual meeting of Limited Partners following the applicable Initial Annual Meeting, and the Directors designated to Class III by the Board of Directors shall serve for an initial term that expires at the second annual meeting of Limited Partners following the applicable Initial Annual Meeting. At each succeeding annual meeting of Limited Partners for the election of Directors following an Initial Annual Meeting, successors to the Directors whose term expires at that annual meeting shall be elected for a three-year term.

(vi) Each Director shall hold office for the term for which such Director is elected and thereafter until such Director's successor shall have been duly elected and qualified, or until such Director's earlier death, resignation or removal. If, in any year in which an annual meeting of the Limited Partners for the election of Directors is required to be held in accordance with Section 7.13 and this Section 13.4(b), the number of Directors is changed, any increase or decrease shall be apportioned among the classes of Directors so as to maintain the number of Directors in each class as nearly equal as possible, and any additional Director of any class elected to fill a vacancy resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case will a decrease in the number of Directors shorten the term of any incumbent Director. Any vacancy on the Board of Directors (including, without limitation, any vacancy caused by an increase in the number of Directors on the Board of Directors) may only be filled by the vote of a majority of the remaining Directors. Any Director elected to fill a vacancy not resulting from an increase in the number of Directors shall have the same remaining term as that of his or her predecessor. A Director may be removed only at a meeting of the Limited Partners upon the affirmative vote of Limited Partners holding a majority of the Outstanding Units; provided, however, a Director may only be removed if, at the same meeting, Limited Partners holding a majority of the Outstanding Units nominate a replacement Director (and any such nomination shall not be subject to the nomination procedures otherwise set forth in this Section 13.4), and Limited Partners holding a majority of the Outstanding Units also vote to elect a replacement Director, and, provided, further, a Director may only be removed for cause.

(vii) (A) (1) Nominations of persons for election of Directors to the Board of Directors of the General Partner may be made at an annual meeting of the Limited Partners only pursuant to the General Partner's notice of meeting (or any supplement thereto) (a) by or at the direction of a majority of the Directors or (b) by a Limited Partner, or a group of Limited Partners, that holds or beneficially owns, and has continuously held or beneficially owned without interruption for the prior eighteen (18) months, 5% of the Outstanding Units (in either case, a "Limited Partner Group") if each member of the Limited Partner Group was a Record Holder at the time the notice provided for in this Section 13.4(b)(vii) is delivered to the General Partner, and if the Limited Partner Group complies with the notice procedures set forth in this Section 13.4(b)(vii).

(2) For any nominations brought before an annual meeting by a Limited Partner Group pursuant to clause (b) of paragraph (A)(1) of this Section 13.4(b)(vii), the Limited Partner Group must have given timely notice thereof in writing to the General Partner. To be timely, a Limited Partner Group's notice shall be delivered to the General Partner not later than the close of business on the ninetieth (90th) day, nor earlier than the close of business on the one hundred twentieth (120th) day, prior to the first anniversary of the preceding year's annual meeting (provided, however, that in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the Limited Partner Group must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Partnership or the General Partner). For purposes of any Initial Annual Meeting, the first anniversary of the preceding year's annual meeting shall be deemed to be June 30 of that year. In no event shall the public announcement of an

adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a Limited Partner Group's notice as described above. Such Limited Partner Group's notice shall set forth: (a) as to each person whom the Limited Partner Group proposes to nominate for election as Director (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Regulation 14A under the Securities Exchange Act and the rules and regulations promulgated thereunder and (ii) such person's written consent to being named in the proxy statement as a nominee and to serving as a Director if elected; and (b) as to each member of the Limited Partner Group giving the notice and the beneficial owner, if any, on whose behalf the nomination is made (i) the name and address of such Limited Partners, as they appear on the Partnership's books and records, and of such beneficial owners, (ii) the type and number of Units which are owned beneficially and of record by such Limited Partners and such beneficial owners, (iii) a description of any agreement, arrangement or understanding with respect to the nomination between or among any or all members of such Limited Partner Group and/or such beneficial owners, any of their respective Affiliates or associates, and any others acting in concert with any of the foregoing, including each nominee, (iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, equity appreciation or similar rights, hedging transactions, and borrowed or loaned Units) that has been entered into as of the date of the Limited Partner Group's notice by, or on behalf of, any members of such Limited Partner Group and such beneficial owners, the effect or intent of which is to mitigate loss to, manage risk or benefit of Unit price changes for, or increase or decrease the voting power of, such Limited Partners and such beneficial owner, with respect to Units, (v) a representation that each member of the Limited Partner Group is a Record Holder entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such nomination, (vi) a representation whether any member of the Limited Partner Group or the beneficial owners, if any, intend or are part of a group which intends (a) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Partnership's Outstanding Units required to elect the nominee and/or (b) otherwise to solicit proxies from Limited Partners in support of such nomination, and (vii) any other information relating to any member of such Limited Partner Group and beneficial owners, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Securities Exchange Act and the rules and regulations promulgated thereunder. A Limited Partner Group providing notice of a proposed nomination for election to the Board of Directors shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof; such update and supplement shall be delivered in writing to the General Partner at the principal executive offices of the General Partner not later than five (5) days after the record date for the meeting (in the case of any update and supplement required to be made as of the record date), and not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of fifteen (15) days prior to the meeting or any adjournment or postponement thereof). The General Partner may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a Director of the General Partner.

(3) Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 13.4(b)(vii) to the contrary, in the event that the number of Directors to be elected to the Board of Directors of the General Partner is increased effective after the time period for which nominations would otherwise be due under paragraph (A)(2) of this Section 13.4(b)(vii) and there is no public announcement by the Partnership or the General Partner naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's

annual meeting, a Limited Partner Group's notice required by this Section 13.4(b)(vii) shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the General Partner not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Partnership or the General Partner.

(B) Nominations of persons for election as a Director to the Board of Directors may be made at a special meeting of Limited Partners at which Directors are to be elected pursuant to the General Partner's notice of meeting (1) by or at the direction of a majority of the Directors or (2) provided that the Board of Directors has determined that Directors shall be elected at such meeting, by any Limited Partner Group pursuant to Section 13.4(a) hereof, if each member of such Limited Partner Group is a Record Holder at the time the notice provided for in this Section 13.4(b)(vii) is delivered to the General Partner and if the Limited Partner Group complies with the notice procedures set forth in this Section 13.4(b)(vii). In the event the General Partner calls a special meeting of Limited Partners for the purpose of electing one or more Directors to the Board of Directors, any such Limited Partner Group may nominate a person or persons (as the case may be) for election to such position(s) as specified in the General Partner's notice of meeting, if the Limited Partner Group's notice required by paragraph (A)(2) of this Section 13.4(b)(vii) shall be delivered to the General Partner not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a Limited Partner Group's notice as described above.

(C) (1) Only such persons who are nominated in accordance with the procedures set forth in this Section 13.4(b) shall be eligible to be elected at an annual or special meeting of Limited Partners to serve as Directors. Except as otherwise provided by law, the chairman designated by the General Partner pursuant to Section 13.10 shall have the power and duty (a) to determine whether a nomination was made in accordance with the procedures set forth in this Section 13.4(b) (including whether the members of the Limited Partner Group or beneficial owner, if any, on whose behalf the nomination is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such Limited Partner Group's nominee in compliance with such Limited Partner Group's representation as required by clause (A)(2)(b)(vi) of this Section 13.4(b)(vii)) and (b) if any proposed nomination was not made in compliance with this Section 13.4(b), to declare that such nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 13.4(b), unless otherwise required by law, if each member of the Limited Partner Group (or a qualified representative of each member of the Limited Partner Group) does not appear at the annual or special meeting of Limited Partners to present a nomination, such nomination shall be disregarded notwithstanding that proxies in respect of such vote may have been received by the General Partner or the Partnership. For purposes of this Section 13.4(b), to be considered a qualified representative of a member of the Limited Partner Group, a person must be a duly authorized officer, manager or partner of such Limited Partner or must be authorized by a writing executed by such Limited Partner or an electronic transmission delivered by such Limited Partner to act for such Limited Partner as proxy at the meeting of Limited Partners and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of Limited Partners.

(2) For purposes of this Section 13.4(b)(vii), "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Partnership or the General Partner with the Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 13.4(b)(vii), a Limited Partner shall also comply with all applicable requirements of the Securities Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 13.4(b)(vii); provided however, that any references in this Agreement to the Securities Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations pursuant to this Section 13.4(b)(vii) (including paragraphs A(1) and B hereof), and compliance with paragraphs A(1)(b) and B of this Section 13.4(b)(vii) shall be the exclusive means for a Limited Partner to make nominations.

(viii) This Section 13.4(b) shall not be deemed in any way to limit or impair the ability of the Board of Directors to adopt a "poison pill" or unitholder or other similar rights plan with respect to the Partnership, whether such poison pill or plan contains "dead hand" provisions, "no hand" provisions or other provisions relating to the redemption of the poison pill or plan, in each case as such terms are used under Delaware common law.

(ix) The Partnership and the General Partner shall use their commercially reasonable best efforts to take such action as shall be necessary or appropriate to give effect to and implement the provisions of this Section 13.4(b), including, without limitation, amending the organizational documents of the General Partner such that at all times the organizational documents of the General Partner shall provide (i) that in any year in which the General Partner has determined on the applicable Determination Date that the Carlyle Partners Ownership Condition has not been satisfied the Directors shall be elected in accordance with the terms of this Agreement, and (ii) terms consistent with this Section 13.4(b).

(x) If the General Partner delegates to an existing or newly formed wholly owned Subsidiary the power and authority to manage and control the business and affairs of the Partnership Group, the foregoing provisions of this Section 13.4(b) shall be applicable with respect to the Board of Directors or other governing body of such Subsidiary.

(xi) During the period beginning on any Determination Date on which the General Partner has determined that the Carlyle Partners Ownership Condition has been satisfied until the next succeeding Determination Date, if any, on which the General Partner has determined that the Carlyle Partners Ownership Condition has not been satisfied, the provisions of this Section 13.4(b) shall automatically not apply, the Board of Directors shall not be classified, Directors shall not be elected by the Limited Partners, and the Directors shall be nominated and elected and may be removed solely in accordance with the General Partner Agreement.

SECTION 13.5. *Notice of a Meeting.*

Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Limited Partner Interests for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of written communication.

SECTION 13.6. *Record Date.*

For purposes of determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11 the General Partner may set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Limited Partner Interests are listed for trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern) or (b) in the event that approvals are sought without a meeting, the date by which Limited Partners are requested in writing by the General Partner to give such approvals (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Limited Partner Interests are listed for trading, in which

case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). If the General Partner does not set a Record Date, then (a) the Record Date for determining the Limited Partners entitled to notice of or to vote at a meeting of the Limited Partners shall be the close of business on the Business Day immediately preceding the day on which notice is given, and (b) the Record Date for determining the Limited Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 13.11.

SECTION 13.7. *Adjournment.*

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

SECTION 13.8. *Waiver of Notice; Approval of Meeting; Approval of Minutes.*

The transactions of any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except (i) when the Limited Partner attends the meeting solely for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at such meeting because the meeting is not lawfully called or convened, and takes no other action, and (ii) that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

SECTION 13.9. *Quorum.*

Subject to Section 13.4(b), the Limited Partners holding a majority of the voting power of the Outstanding Limited Partner Interests of the class or classes for which a meeting has been called (including Limited Partner Interests deemed owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Limited Partners of such class or classes unless any such action by the Limited Partners requires approval by Limited Partners holding a greater percentage of the voting power of such Limited Partner Interests, in which case the quorum shall be such greater percentage. (For the avoidance of doubt, the Common Units and the Special Voting Units shall not constitute separate classes for this purpose.) At any meeting of the Limited Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Limited Partners holding a majority Limited Partner votes cast shall be deemed to constitute the act of all Limited Partners, unless a greater or different percentage is required with respect to such action under this Agreement, in which case the act of the Limited Partners holding Outstanding Limited Partner Interests that in the aggregate represent at least such greater or lesser percentage of the voting power shall be required. The Limited Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Limited Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of the voting power of Outstanding Limited Partner Interests specified in this Agreement (including Outstanding Limited Partner Interests deemed owned by the General Partner). In the absence of a quorum any meeting of Limited Partners may be adjourned from time to time by the affirmative vote of Limited Partners holding at least a majority of the voting power of the Outstanding Limited Partner Interests present and entitled to vote at such meeting (including Outstanding Limited Partner Interests deemed owned by the General Partner) represented either in person or by proxy, but no other business may be transacted, except as provided in Section 13.7.

SECTION 13.10. *Conduct of a Meeting.*

The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting, who shall, among other things, be entitled to exercise the powers of the General Partner set forth in this Section 13.10, and the General Partner shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem necessary or advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals, proxies and votes in writing.

SECTION 13.11. *Action Without a Meeting.*

If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting, without a vote and without prior notice, if consented to in writing or by electronic transmission by Limited Partners owning not less than the minimum percentage of the voting power of the Outstanding Limited Partner Interests (including Limited Partner Interests deemed owned by the General Partner) that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Limited Partner Interests or a class thereof are listed for trading, in which case the rule, regulation, guideline or requirement of such exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not consented. The General Partner may specify that any written ballot, if any, submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner in its sole discretion. If a ballot returned to the Partnership does not vote all of the Limited Partner Interests held by the Limited Partners, the Partnership shall be deemed to have failed to receive a ballot for the Limited Partner Interests that were not voted. If approval of the taking of any action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, any written approvals or approvals transmitted by electronic transmission shall have no force and effect unless and until (a) they are deposited with the Partnership in care of the General Partner, (b) approvals sufficient to take the action proposed are dated or transmitted as of a date not more than 90 days prior to the date sufficient approvals are deposited with the Partnership and (c) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership within the meaning of the Delaware Limited Partnership Act so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners. Nothing contained in this Section 13.11 shall be deemed to require the General Partner to solicit all Limited Partners in connection with a matter approved by the requisite percentage of the voting power of Limited Partners or other holders of Outstanding Voting Units acting by written consent or consent by electronic transmission without a meeting.

SECTION 13.12. *Voting and Other Rights.*

(a) Only those Record Holders of Outstanding Limited Partner Interests on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of

"*Outstanding*" and the limitations set forth in Section 13.4(b)) shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Limited Partner Interests have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Limited Partner Interests shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Limited Partner Interests. Each Common Unit shall entitle the holder thereof (other than a Non-Voting Common Unitholder) to one vote for each Common Unit held of record by such holder as of the relevant Record Date.

(b) With respect to Limited Partner Interests that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Limited Partner Interests are registered, such other Person shall, in exercising the voting rights in respect of such Limited Partner Interests on any matter, and unless the arrangement between such Persons provides otherwise, vote such Limited Partner Interests in favor of, and at the direction of, the Person who is the Beneficial Owner, and the Partnership shall be entitled to assume it is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

(c) Notwithstanding any other provision of this Agreement, for the avoidance of doubt, a Non-Voting Common Unitholder shall be subject to the limitations on voting set forth in this Section 13.12(c) for so long as it is a Limited Partner or Beneficially Owns any Common Units. Notwithstanding any other provision of this Agreement or the terms of any Common Units, a Non-Voting Common Unitholder shall have no voting rights whatsoever with respect to the Partnership, including any voting rights that may otherwise exist for Limited Partners or holders of Common Units hereunder, under the Act, at law, in equity or otherwise; provided that any amendment of this Agreement that would have a material adverse effect on the rights or preferences of the Common Units Beneficially Owned by Non-Voting Common Unitholders in relation to other Common Units (treating the Common Units Beneficially Owned by Non-Voting Common Unitholders as a separate class for this purpose) must be approved by the holders of not less than a majority of the Common Units Beneficially Owned by the Non-Voting Common Unitholders. Each Non-Voting Common Unitholder hereby further irrevocably waives any right it may otherwise have to vote to elect or appoint a successor General Partner or Liquidator under the Act in its capacity as Limited Partner or with respect to any Common Units owned by it.

SECTION 13.13. *Participation of Special Voting Units in All Actions Participated in by Common Units*.

(a) Notwithstanding any other provision of this Agreement, the Delaware Limited Partnership Act or any applicable law, rule or regulation, but subject to Section 13.13(b) with respect to the voting matters addressed therein, each of the Partners and each other Person who may acquire an interest in Partnership Securities hereby agrees that the holders of Special Voting Units (other than the Partnership and its Subsidiaries) shall be entitled to receive notice of, be included in any requisite quora for and participate in any and all approvals, votes or other actions of the Partners on an equivalent basis as, and treating such Persons for all purposes as if they are, Limited Partners holding Common Units that are not Non-Voting Common Unitholders (including, without limitation, the notices, quora, approvals, votes and other actions contemplated by Sections 4.6(a), 7.3, 7.7(c), 7.9(a), 11.1(b), 12.1(b), 12.2, 12.3, 13.2, 13.3, 13.4, 13.5, 13.6, 13.8, 13.9, 13.10, 13.11, 13.12, 14.3 and 16.1 hereof), including any and all notices, quora, approvals, votes and other actions that may be taken pursuant to the requirements of the Delaware Limited Partnership Act or any other applicable law, rule or regulation. This Agreement shall be construed in all cases to give maximum effect to such agreement.

(b) Notwithstanding Section 13.13(a) or any other provision of this Agreement, the holders of Special Voting Units, as such, collectively shall be entitled (A) prior to the Closing Date, to all of the Limited Partner votes (and no other Limited Partners, as such, shall be entitled to any Limited Partner votes) and (B) from and after the Closing Date, to a number of Limited Partner votes that is equal to the product of (x) the total number of Carlyle Holdings Partnership Units outstanding

(excluding Carlyle Holdings Partnership Units held by the Partnership or its Subsidiaries) as of the relevant Record Datemultiplied by (y) the Exchange Rate (as defined in the Exchange Agreement). Pursuant to Section 5.3 hereof, (i) TCG Partners, as holder of a Special Voting Unit, shall be entitled to a number of votes that is equal to the product of (x) the total number of Carlyle Holdings Partnership Units held of record by each Carlyle Holdings Partner that does not hold a Special Voting Unit multiplied by (y) the Exchange Rate (as defined in the Exchange Agreement) and (ii) each other holder of Special Voting Units, as such, shall be entitled, without regard to the number of Special Voting Units (or fraction thereof) held by such holder, to a number of votes that is equal to the product of (x) the total number of Carlyle Holdings Partnership Units held of record by such holder multiplied by (y) the Exchange Rate (as defined in the Exchange Agreement). The number of votes to which each holder of a Special Voting Unit shall be entitled from and after the Closing Date shall be adjusted accordingly if (i) a Limited Partner holding Common Units, as such, shall become entitled to a number of votes other than one for each Common Unit held and/or (ii) under the terms of the Exchange Agreement the holders of Carlyle Holdings Partnership Units party thereto shall become entitled to exchange each such unit for a number of Common Units other than one. The holders of Special Voting Units shall vote together with the Limited Partners holding Common Units as a single class and, to the extent that the Limited Partners holding Common Units shall vote together with the holders of any other class of Partnership Interest, the holders of Special Voting Units shall also vote together with the holders of such other class of Partnership Interests on an equivalent basis as the Limited Partners holding Common Units.

(c) Notwithstanding anything to the contrary contained in this Agreement, and in addition to any other vote required by the Delaware Limited Partnership Act or this Agreement, the affirmative vote of the holders of at least a majority of the voting power of the Special Voting Units (excluding Special Voting Units held by the Partnership and its Subsidiaries) voting separately as a class shall be required to alter, amend or repeal this Section 13.13 or to adopt any provision inconsistent therewith.

ARTICLE XIV

MERGER

SECTION 14.1. *Authority.*

The Partnership may merge or consolidate or otherwise combine with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts, unincorporated businesses or other Person permitted by the Delaware Limited Partnership Act, including a partnership (whether general or limited (including a limited liability partnership or a limited liability limited partnership)), pursuant to a written agreement of merger, consolidation or other business combination ("*Merger Agreement*") in accordance with this Article XIV.

SECTION 14.2. *Procedure for Merger, Consolidation or Other Business Combination.*

Merger, consolidation or other business combination of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, provided however that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger, consolidation or other business combination of the Partnership and, to the fullest extent permitted by law, may decline to do so free of any duty (including any fiduciary duty) or obligation whatsoever to the Partnership, any Limited Partner, any other Person bound by this Agreement or any creditor of the Partnership and, in declining to consent to a merger, consolidation or other business combination, shall not be required to act pursuant to any other standard imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Limited Partnership Act or any other law, rule or regulation or at equity. If the General Partner shall determine, in the

exercise of its sole discretion, to consent to the merger, consolidation or other business combination, the General Partner shall approve the Merger Agreement, which shall set forth:

(a) The names and jurisdictions of formation or organization of each of the business entities proposing to merge, consolidate or combine;

(b) The name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger, consolidation or other business combination (the "*Surviving Business Entity*");

(c) The terms and conditions of the proposed merger, consolidation or other business combination;

(d) The manner and basis of converting or exchanging the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (i) if any general or limited partner interests, securities or rights of any constituent business entity are not to be converted or exchanged solely for, or into, cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or interests, rights, securities or obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other Person (other than the Surviving Business Entity) which the holders of such general or limited partner interests, securities or rights are to receive upon conversion of, or in exchange for, their interests, securities or rights, and (ii) in the case of securities represented by certificates, upon the surrender of such certificates, which cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other Person (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(e) A statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, operating agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger, consolidation or other business combination;

(f) The effective time of the merger, consolidation or other business combination which may be the date of the filing of the certificate of merger or consolidation or similar certificate pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (provided that if the effective time of such transaction is to be later than the date of the filing of such certificate, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate and stated therein); and

(g) Such other provisions with respect to the proposed merger, consolidation or other business combination that the General Partner determines in its sole discretion to be necessary or appropriate.

SECTION 14.3. *Approval by Limited Partners of Merger, Consolidation or Other Business Combination; Conversion of the Partnership into another Limited Liability Entity.*

(a) Except as provided in Section 14.3(c), the Merger Agreement and the merger, consolidation or other business combination contemplated thereby shall be approved upon receiving the affirmative vote or consent of the holders of a majority of the voting power of Outstanding Voting Units.

(b) Except as provided in Section 14.3(c), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger or consolidation or similar certificate pursuant to Section 14.4, the merger, consolidation or other business combination may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement.

(c) Notwithstanding anything else contained in this Article XIV or otherwise in this Agreement, the General Partner is permitted, without Limited Partner approval, to convert the Partnership into a new limited liability entity, to merge the Partnership into, or convey all of the Partnership's assets to, another limited liability entity, which shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or those arising from its incorporation or formation; provided that (A) the General Partner has received an Opinion of Counsel that the merger or conveyance, as the case may be, would not result in the loss of the limited liability of any Limited Partner, (B) the sole purpose of such conversion, merger or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (C) the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

SECTION 14.4. *Certificate of Merger or Consolidation.*

Upon the approval by the General Partner and, to the extent required pursuant to Section 14.3(a), of the Unitholders, of a Merger Agreement and the merger, consolidation or business combination contemplated thereby, a certificate of merger or consolidation or similar certificate shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Limited Partnership Act.

SECTION 14.5. *Amendment of Partnership Agreement.*

Pursuant to Section 17-211(g) of the Delaware Limited Partnership Act, an agreement of merger, consolidation or other business combination approved in accordance with this Article XIV may (a) effect any amendment to this Agreement or (b) effect the adoption of a new partnership agreement for a limited partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.5 shall be effective at the effective time or date of the merger, consolidation or other business combination.

SECTION 14.6. *Effect of Merger*.

(a) At the effective time of the certificate of merger or consolidation or similar certificate:

(i) all of the rights, privileges and powers of each of the business entities that has merged, consolidated or otherwise combined, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger, consolidation or other business combination shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger, consolidation or other business combination;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) A merger, consolidation or other business combination effected pursuant to this Article shall not be deemed to result in a transfer or assignment of assets or liabilities from one entity to another.

SECTION 14.7. *Merger of Subsidiaries.*

Article XIV does not apply to mergers of Subsidiaries of the Partnership. Mergers of Subsidiaries are within the exclusive authority of the General Partner, subject to Section 7.3.

ARTICLE XV

RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

SECTION 15.1. *Right to Acquire Limited Partner Interests*.

(a) Notwithstanding any other provision of this Agreement, if at any time (1) less than 10% of the total Limited Partner Interests of any class then Outstanding (other than Special Voting Units) is held by Persons other than the General Partner and its Affiliates, or (2) the Partnership is required to register as an investment company under the U.S. Investment Company Act of 1940, as amended, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable in its sole discretion, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates acting in concert with the Partnership for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed. As used in this Agreement, (i) "*Current Market Price*" as of any date of any class of Limited Partner Interests means the average of the daily Closing Prices per limited partner interest of such class for the 20 consecutive Trading Days immediately prior to such date; (ii) "*Closing Price*" for any day means the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted for trading on the principal National Securities Exchange on which such Limited Partner Interests of such class are listed or admitted to trading or, if such Limited Partner Interests of such class are not listed or admitted to trading on any National Securities Exchange, the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the primary reporting system then in use in relation to such Limited Partner Interest of such class, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and asked prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner in its sole discretion, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner in its sole discretion; and (iii) "*Trading Day*" means a day on which the principal National Securities Exchange on which such Limited Partner Interests of any class are listed or admitted to trading is open for the transaction of business or, if Limited Partner Interests of a class are not listed or admitted to trading on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the Transfer Agent notice of such election to purchase (the "*Notice of Election to Purchase*") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner) at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be published for a period of at least three consecutive days in at least two daily newspapers of general circulation printed in the English language and circulated in the Borough of Manhattan, New York City. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests (in the case of Limited Partner Interests evidenced by Certificates, upon surrender of Certificates representing such Limited Partner Interests) in exchange for payment at such office or offices of the Transfer Agent as

the Transfer Agent may specify or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate shall not have been surrendered for purchase, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Articles IV, V, VI, and XII) shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest (in the case of Limited Partner Interests evidenced by Certificates, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests) and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent and the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the owner of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the owner of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Articles IV, V, VI and XII).

ARTICLE XVI

GENERAL PROVISIONS

SECTION 16.1. *Addresses and Notices*.

(a) Any notice, demand, request, report, document or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person, when sent by first class United States mail or by other means of written communication to the Partner at the address in Section 16.1(b), or when made in any other manner, including by press release, if permitted by applicable law.

(b) Any payment, distribution or other matter to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, when delivered in person or upon sending of such payment, distribution or other matter to the Record Holder of such Partnership Securities at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Securities by reason of any assignment or otherwise.

(c) Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports, documents or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery.

(d) An affidavit or certificate of making of any notice, demand, request, report, document, proxy material, payment, distribution or other matter in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent, their agents or the mailing organization shall be prima facie evidence of the giving or making of such notice, demand, request, report, document, proxy material, payment, distribution or other matter. If any notice, demand,

request, report, document, proxy material, payment, distribution or other matter given or made in accordance with the provisions of this Section 16.1 is returned marked to indicate that it was unable to be delivered, such notice, demand, request, report, documents, proxy materials, payment, distribution or other matter and, if returned by the United States Postal Service (or other physical mail delivery mail service outside the United States of America), any subsequent notices, demands, requests, reports, documents, proxy materials, payments, distributions or other matters shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) or other delivery if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, demand, request, report, document, proxy material, payment, distribution or other matter to the other Partners. Any notice to the Partnership shall be deemed given if received in writing by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

SECTION 16.2. *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 16.3. *Binding Effect.*

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns. The Indemnitees and their heirs, executors, administrators and successors shall be entitled to receive the benefits of this Agreement.

SECTION 16.4. *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 16.5. *Creditors.*

None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

SECTION 16.6. *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 16.7. *Counterparts.*

This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest pursuant to Section 10.1(c) or 10.2(a), without execution hereof.

SECTION 16.8. *Applicable Law.*

This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

SECTION 16.9. *Form Selection.*

The Partnership, each Partner, each Record Holder, each other Person who acquires an interest in a Partnership Security and each other Person who is bound by this Agreement (collectively, the

"Consenting Parties" and each a "Consenting Party") (i) irrevocably agrees that, unless the General Partner shall otherwise agree in writing, any claims, suits, actions or proceedings arising out of or relating in any way to this Agreement or any Partnership Interest (including, without limitation, any claims, suits or actions under or to interpret, apply or enforce (A) the provisions of this Agreement, including without limitation the validity, scope or enforceability of this Section 16.9, (B) the duties, obligations or liabilities of the Partnership to the Limited Partners or the General Partner, or of Limited Partners or the General Partner to the Partnership, or among Partners, (C) the rights or powers of, or restrictions on, the Partnership, the Limited Partners or the General Partner, (D) any provision of the Delaware Limited Partnership Act or other similar applicable statutes, (E) any other instrument, document, agreement or certificate contemplated either by any provision of the Delaware Limited Partnership Act relating to the Partnership or by this Agreement or (F) the federal securities laws of the United States or the securities or antifraud laws of any international, national, state, provincial, territorial, local or other governmental or regulatory authority, including, in each case, the applicable rules and regulations promulgated thereunder (regardless of whether such Disputes (x) sound in contract, tort, fraud or otherwise, (y) are based on common law, statutory, equitable, legal or other grounds, or (z) are derivative or direct claims)) (a "Dispute"), shall be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction; (ii) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding; (iii) irrevocably agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of such courts or any other court to which proceedings in such courts may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; (iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; (v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such service shall constitute good and sufficient service of process and notice thereof; provided that nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law; and (vi) irrevocably waives any and all right to trial by jury in any such claim, suit, action or proceeding; (vii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate and (viii) agrees that if a Dispute that would be subject to this Section 16.9 if brought against a Consenting Party is brought against an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates (other than Disputes brought by the employer or principal of any such employee, officer, director, agent or indemnitee) for alleged actions or omissions of such employee, officer, director, agent or indemnitee undertaken as an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates, such employee, officer, director, agent or indemnitee shall be entitled to invoke this Section 16.9.

SECTION 16.10. *Invalidity of Provisions.*

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

If a provision is held to be invalid as written, then it is the intent of the Persons bound by this Agreement that the court making such a determination interpret such provision as having been modified to the least extent possible to find it to be binding, it being the objective of the Persons bound by this Agreement to give the fullest effect possible to the intent of the words of this Agreement.

SECTION 16.11. *Consent of Partners.*

Each 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 consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

SECTION 16.12. *Facsimile Signatures.*

The use of facsimile signatures affixed in the name and on behalf of the Transfer Agent on Certificates, if any, representing Common Units is expressly permitted by this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above:

GENERAL PARTNER:

Carlyle Group Management L.L.C.

By: _____
Name:
Title:

LIMITED PARTNERS:

All Limited Partners now and hereafter admitted as Limited Partners of the Partnership, pursuant to powers of attorney now and hereafter executed in favor of, and granted and delivered to the General Partner or without execution hereof pursuant to Section 10.1(c) or 10.2(a).

Carlyle Group Management L.L.C.

By: _____
Name:
Title:

IN WITNESS WHEREOF, solely to evidence the withdrawal of the undersigned as a limited partner of the Partnership in accordance with Section 5.1 of the Agreement, the undersigned has executed this Agreement as of the date first written above.

Carlyle Group Limited Partner L.L.C.

By: _____
Name:
Title:

THE CARLYLE GROUP

GLOBAL ALTERNATIVE ASSET MANAGEMENT

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the expenses payable by the Registrant in connection with the issuance and distribution of the common units being registered hereby. All of such expenses are estimates, other than the filing and listing fees payable to the Securities and Exchange Commission, the Financial Industry Regulatory Authority and .

Filing Fee — Securities and Exchange Commission	$ 11,600
Fee — Financial Industry Regulatory Authority	$ 10,500
Listing Fee —	*
Fees and Expenses of Counsel	*
Printing Expenses	*
Fees and Expenses of Accountants	*
Transfer Agent and Registrar's Fees	*
Miscellaneous Expenses	*
Total	*

* To be provided by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The section of the prospectus entitled "Material Provisions of The Carlyle Group L.P. Partnership Agreement — Indemnification" discloses that we generally will indemnify our general partner, officers, directors and affiliates of the general partner and certain other specified persons to the fullest extent permitted by the law against all losses, claims, damages or similar events and is incorporated herein by this reference. Subject to any terms, conditions or restrictions set forth in the partnership agreement, Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever.

We currently maintain liability insurance for our directors and officers. In connection with this offering, we will obtain additional liability insurance for our directors and officers. Such insurance will be available to our directors and officers in accordance with its terms.

Reference is made to the form of underwriting agreement to be filed as Exhibit 1.1 hereto for provisions providing that the underwriters are obligated under certain circumstances to indemnify our directors, officers and controlling persons against certain liabilities under the Securities Act of 1933, as amended.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

Not applicable.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

Exhibit Index

1.1	Underwriting Agreement.*
3.1	Certificate of Limited Partnership of the Registrant.**
3.2	Form of Amended and Restated Agreement of Limited Partnership of the Registrant (included as Appendix A to the prospectus).
5.1	Opinion of Simpson Thacher & Bartlett LLP regarding validity of the common units registered.*
8.1	Opinion of Simpson Thacher & Bartlett LLP regarding certain tax matters.*
10.1	Form of Limited Partnership Agreement of Carlyle Holdings I L.P.*
10.2	Form of Limited Partnership Agreement of Carlyle Holdings II L.P.*

10.3	Form of Limited Partnership Agreement of Carlyle Holdings III L.P.*
10.4	Form of Tax Receivable Agreement.*
10.5	Form of Exchange Agreement.*
10.6	Form of Registration Rights Agreement with Senior Carlyle Professionals.*
10.7	Registration Rights Agreement with MDC/TCP Investments (Cayman) I, Ltd., MDC/TCP Investments (Cayman) II, Ltd., MDC/TCP Investments (Cayman) III, Ltd., MDC/TCP Investments (Cayman) IV, Ltd., MDC/TCP Investments (Cayman) V, Ltd., MDC/TCP Investments (Cayman) VI, Ltd., and Five Overseas Investment L.L.C.*
10.8	Registration Rights Agreement with California Public Employees' Retirement System.*
10.9	Form of Equity Incentive Plan.*
10.10	Noncompetition Agreement with William E. Conway, Jr.*
10.11	Noncompetition Agreement with Daniel A. D'Aniello.*
10.12	Noncompetition Agreement with David M. Rubenstein.*
10.13	Amended and Restated Employment Agreement with Adena T. Friedman.
10.14	Note And Unit Subscription Agreement, dated as of December 16, 2010, by and among TC Group, L.L.C., TC Group Cayman, L.P., TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TCG Holdings, L.L.C., TCG Holdings Cayman, L.P., TCG Holdings II, L.P., TCG Holdings Cayman II, L.P., Fortieth Investment Company L.L.C., MDC/TCP Investments (Cayman) I, Ltd., MDC/TCP Investments (Cayman) II, Ltd., MDC/TCP Investments (Cayman) III, Ltd., MDC/TCP Investments (Cayman) IV, Ltd., MDC/TCP Investments (Cayman) V, Ltd., MDC/TCP Investments (Cayman) VI, Ltd., and Five Overseas Investment L.L.C.
10.15	Lease, dated January 10, 2011, between Commonwealth Tower, L.P. and Carlyle Investment Management L.L.C.**
10.16	Lease, dated April 16, 2010, between Teachers Insurance and Annuity Association of America and Carlyle Investment Management L.L.C.**
10.17	First Amendment to Deed of Lease, dated November 8, 2011, between Commonwealth Tower, L.P. and Carlyle Investment Management L.L.C.**
10.18	Non-Exclusive Aircraft Lease Agreement, dated as of June 27, 2011, between Falstaff Partners LLC as Lessor and Carlyle Investment Management L.L.C. as Lessee.**
10.19	Non-Exclusive Aircraft Lease Agreement, dated as of February 11, 2011, between Westwind Acquisition Company, L.L.C. as Lessor and Carlyle Investment Management L.L.C. as Lessee.**
10.20	Non-Exclusive Aircraft Lease Agreement, dated as of June 30, 2007, between Orange Crimson Aviation, L.L.C. as Lessor and TC Group, L.L.C. as Lessee, as amended by Amendment No. 1 thereto, dated as of December 30, 2010, between Orange Crimson Aviation L.L.C. as Lessor and Carlyle Investment Management L.L.C as Lessee and the Assignment and Consent, dated as of June 30, 2007, by and among TC Group L.L.C. as Assignor, Carlyle Investment Management L.L.C. as Assignee and Orange Crimson Aviation L.L.C.**
10.21	Form of Amended and Restated Limited Partnership Agreement of Fund General Partner (Delaware).
10.22	Form of Amended and Restated Limited Partnership Agreement of Fund General Partner (Cayman Islands).
10.23	Second Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of September 30, 2011, among TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman, L.P., Carlyle Investment Management L.L.C., as Borrowers (the "Borrowers"), TC Group, L.L.C., as Parent Guarantor (the "Parent Guarantor"), the Lenders party hereto (the "Lenders"), and Citibank, N.A., as Administrative Agent (the "Administrative Agent"), and Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers and Bookrunners (the "Joint Lead Arrangers and Bookrunners"), and JPMorgan Chase Bank, N.A., Credit Suisse Securities (USA) LLC, as Syndication Agents (the "Syndication Agents"), and Amendment No. 1 to the Credit Agreement, dated as of December 13, 2011, among each of the Borrowers, the Parent Guarantor, the Lenders party thereto, the Administrative Agent, the Joint Lead Arrangers and Bookrunners, the Syndication Agents, and the other parties thereto.

10.24	Credit Agreement, dated as of December 13, 2011, among TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman, L.P., Carlyle Investment Management L.L.C., as Borrowers, TC Group, L.L.C., as Parent Guarantor, the Lenders party hereto, and Citibank, N.A., as Administrative Agent, and Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Credit Suisse Securities (USA) LLC, as Joint Lead Arrangers and Bookrunners, and JPMorgan Chase Bank, N.A., Credit Suisse Securities (USA) LLC, as Syndication Agents.
21.1	Subsidiaries of the Registrant*
23.1	Consent of Ernst & Young LLP.
23.2	Consent of Ernst & Young Accountants LLP.
23.3	Consent of Simpson Thacher & Bartlett LLP (included as part of Exhibit 5.1).*
24.1	Power of Attorney**
99.1	Form of Amended and Restated Agreement of Limited Liability Company of the General Partner of the Registrant.

* To be filed by amendment.

** Previously filed.

ITEM 17. UNDERTAKINGS

(1) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(2) The undersigned registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(3) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(4) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Washington, D.C., on the 13th day of February, 2012.

The Carlyle Group L.P.

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

By: /s/ Adena T. Friedman
Name: Adena T. Friedman
Title: Chief Financial Officer

POWER OF ATTORNEY

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on the 13th day of February, 2012.

Signature	Title
*	Co-Chief Executive Officer and Director
William E. Conway, Jr.	(co-principal executive officer)
*	Chairman and Director
Daniel A. D'Aniello	(co-principal executive officer)
*	Co-Chief Executive Officer and Director
David M. Rubenstein	(co-principal executive officer)
/s/ Adena T. Friedman	Chief Financial Officer
Adena T. Friedman	(principal financial officer)
*	Chief Accounting Officer
Curtis L. Buser	(principal accounting officer)

* By: /s/ Adena T. Friedman
Attorney-in-fact

Exhibit 10.13

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "*Agreement*") is entered into by and between Employer and Employee on the Effective Date. Capitalized terms used in this Agreement but not otherwise defined have the meanings given to such terms in the Appendix of Key Terms, which is attached to and considered a part of this Agreement for all purposes.

RECITALS

A. Employer desires to employ Employee on the terms and conditions set forth herein; and

B. Employee desires to be employed by Employer on such terms and conditions.

AGREEMENT

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

1. Employment. Employer agrees to employ Employee, and Employee hereby accepts such employment, on the terms and conditions set forth herein for a term commencing on the Commencement Date and ending on the date on which employment is terminated in accordance with Section 5 of this Agreement (the "*Term*").

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

a. Employee shall have the position of Title reporting to Carlyle's Chief Executive Officer(s) or equivalent and will have authority consistent with such position.

b. Employee shall concentrate Employee's activities during the Term on (i) bringing Carlyle's financial processes and reporting in line with public company standards and maintaining to such standards thereafter, (ii) cultivating and maintaining good working relationships with external stakeholders, (iii) leading public company-related investor relations efforts, (iv) acting as key advisor and partner to senior leaders of the firm, (v) leading and developing strategy for Carlyle projects with a key financial component, (vi) recruiting and leading Carlyle's accounting and finance professionals, and (vii) such other responsibilities, consistent with Employee's position, as may reasonably be assigned to Employee from time to time by Employer.

c. Employee shall devote Employee's energies, attention, reasonable best efforts and full and exclusive business time to the business and affairs of Employer, provided, however, that nothing in this Agreement shall preclude Employee from engaging in (i) personal investment activities, (ii) activities consented to by Employer pursuant to Section 2f below, (iii) serving as a member of the board of directors of the companies named on Exhibit A hereto, if any, or (iv) charitable, professional, and community activities, in each case so long as such activities do not materially conflict or interfere with the proper performance of Employee's duties hereunder.

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

e. Employee shall at all times comply with (i) all applicable laws, rules and regulations that are related to Employee's responsibilities assumed hereunder, and (ii) all written corporate and business policies and procedures of Carlyle and Employer that are applicable to Employee in the Office Location, including without limitation the New York Attorney General's Code of Conduct (the "*Code of Conduct*").

f. Employee shall not, without the prior written approval of Employer, receive compensation or any direct or indirect financial benefit for services rendered during the Term to any Person other than the Employer. As used herein, the term "Person" shall include all natural persons, corporations, business trusts, associations, companies, partnerships, joint ventures and other entities and governments and agencies and political subdivisions.

3. Location. Employee's office shall be located at Employer's offices in Office Location, provided that Employee is expected to travel during the Term to the extent reasonably necessary to conduct Carlyle business.

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

a. Employer shall pay to Employee the Base Salary Amount per annum throughout the Term (payable in accordance with Employer's payroll policies, but in no event less frequently than once every month). The Base Salary Amount may be prospectively increased by Employer from time to time in its discretion, depending upon Employee's performance.

b. Employer intends to pay bonuses to Employee from time to time. To the extent Employee receives less than the 2011 Guaranteed Bonus Amount during calendar year 2011, Employer shall pay the shortfall to you within 30 days after the end of calendar year 2011. To the extent Employee receives less than the 2012 Guaranteed Bonus Amount during calendar year 2012, Employer shall pay the shortfall to you within 30 days after the end of calendar year 2012 (the 2012 Guaranteed Bonus Amount together with the 2011 Guaranteed Bonus Amount, collectively the "*Guaranteed Bonus Amount*"). For periods following calendar year 2012, bonuses will be payable to Employee in Employer's discretion.

c. Employee shall be reimbursed for all reasonable expenses for travel, lodging, entertainment, and other business expenses in connection with Employer's or Carlyle's business to the extent such expenses are consistent with Carlyle's internal reimbursement guidelines.

d. Employee shall be afforded, as incidences of employment, health, insurance, pension and vacation benefits on terms at least as beneficial, and to the same extent as that offered to other employees at the level of Title for the Office Location.

e. To the extent permitted by applicable securities and other laws, Employee may be permitted (but not obligated) to make personal investments on an unpromoted basis directly in investments made by Carlyle and its investment funds during the Term, provided that the amounts available for personal investment by Employee shall be determined by Carlyle in a manner consistent with policies established for coinvestments by other employees at the level of Title for the Office Location. Coinvestments with respect to investments made by a particular Carlyle investment fund may require Employee to make a commitment to invest in all investments acquired by such fund during the Term, in accordance with internal coinvestment policies adopted by Carlyle with respect to such fund.

f. Upon commencement of your employment with Employer and upon execution of the relevant agreements, you will be admitted as a global partner of Carlyle (i.e., a member of TCG Holdings, L.L.C., TCG Holdings II, L.P. and their respective sister entities (collectively, the "*Holdings Entities*")) in accordance with the operating agreements of the Holdings Entities (the "*Holdings Agreements*") and Carlyle's policies and procedures for admission of new global partners including executing the relevant subscription agreements. Such global partnership interest is subject to the terms and conditions of the Holdings Agreements and subscription agreements for the relevant entities, including provisions relating to vesting. Your partnership share (i.e., your Sharing Ratio and Base Sharing Ratio, as such terms are defined in the Holdings Agreements) may be prospectively adjusted in accordance with the terms and conditions of the Holdings Agreements and will be reviewed annually, beginning with year-end 2011.

5. Termination. Employee's employment with Employer shall be terminable as follows:

a. automatically upon Employee's death;

b. by Employer, subject only to such notification requirements as are required by this Section 5b:

(i) upon Employee's incapacitation by accident, sickness or other circumstance which renders Employee mentally or physically incapable of performing the duties and services required of Employee hereunder for a period of at least 180 days during any 12-month period;

(ii) for "Cause," which for purposes of this Agreement shall mean Employee has (A) engaged in gross negligence or willful misconduct in the performance of the duties required of Employee hereunder, (B) willfully engaged in conduct that Employee knows or, based on facts known to Employee, should know is materially injurious to Employer or any of its affiliates, (C) breached any material provision of this Agreement (with the exception of Section 7(c), which is addressed in sub-section (F) below),

(D) been convicted of, or entered a plea bargain or settlement admitting guilt for, fraud, embezzlement, or any other felony under the laws of the United States or of any state or the District of Columbia or any other country or any jurisdiction of any other country (but specifically excluding felonies involving a traffic violation); (E) been the subject of any order, judicial or administrative, obtained or issued by the U.S. Securities and Exchange Commission ("*SEC*") or similar agency or tribunal of any country, for any securities violation involving insider trading, fraud, misappropriation, dishonesty or willful misconduct (including, for example, any such order consented to by Employee in which findings of facts or any legal conclusions establishing liability are neither admitted nor denied); or (F) breached any provision of Section 7(c); or

(iii) for any other reason whatsoever, upon 30 days notice to Employee; and

c. by Employee, subject only to such notification requirements as are required by this Section 5c:

(i) for "Good Reason," which for purposes of this Agreement shall mean (A) a material breach of this Agreement by Employer, or (B) a significant, sustained reduction in or adverse modification of the nature and scope of Employee's authority, duties and privileges during the Term (whether or not accompanied by a change in title), but in each case only if such Good Reason has not been corrected or cured by Employer within 30 days after Employer has received written notice from Employee of Employee's intent to terminate Employee's employment for Good Reason and specifying in detail the basis for such termination; or

(ii) for any other reason whatsoever, upon 30 days notice to Employer.

6. Effect of Termination. Upon the termination of Employee's employment, Employee shall receive the following compensation, provided that Employee agrees at the time of such termination to release Employer and its affiliates from further claims and liabilities relating to Employee's employment and the termination of employment (other than claims for indemnification pursuant to Section 8):

a. If at any time before the second anniversary of the Commencement Date (i) Employee's employment is terminated pursuant to Section 5c(i) and Employer could not have terminated Employee's employment for Cause pursuant to Section 5b(ii), or (ii) Employee's employment is terminated pursuant to Section 5b(iii), Employer shall pay cash severance to Employee, within 60 days after the date of such termination, in an amount equal to (x) the unpaid portion of the Base Salary Amount that Employer would have paid Employee from the date of such termination through the second anniversary of the Commencement Date if Employee's employment had not terminated, (y) the excess of the sum of the Guaranteed Bonus Amount provided for in Section 4b over bonuses actually paid to Employee pursuant to Section 4b, and (z) if terminated without cause within eighteen months of the Commencement Date, the sum of 2,500,000 in Currency unless there has been a vesting date of Carlyle shares listed on a stock

exchange; provided, however, that the aggregate amount of severance payable pursuant to this Section 6a will in no event be less than 25% of the Base Salary Amount.

b. If at any time on or after the second anniversary of the Commencement Date (i) Employee's employment is terminated pursuant to Section 5c(i) and Employer could not have terminated Employee's employment for Cause pursuant to Section 5b(ii), or (ii) Employee's employment is terminated pursuant to Section 5b(iii), Employer shall pay cash severance to Employee, within 60 days after the date of such termination, in an amount equal to 25% of the Base Salary Amount.

c. In the case of a termination of Employee's employment at any time for any reason other than a termination pursuant to Section 5c(i) or 5b(iii), Employer shall pay to Employee, within 30 days after the effective date of the termination (to the extent not previously paid), the base salary compensation at the rate then in effect under Section 4a above, but only to the extent such compensation has accrued through the effective date of such termination.

d. The sole liability of Employer under this Agreement upon a termination of Employee's employment shall be (i) to pay the amounts expressly provided for in this Section 6 as being due and owing upon such termination, (ii) to reimburse Employee pursuant to Section 4c for business expenses incurred by Employee during the Term, (iii) to honor the vested portion of any equity participation granted to Employee, and (iv) to comply with any other obligations under this Agreement which expressly survive termination of Employee's employment or pursuant to any other written agreements between Employee and Employer or pursuant to any employee benefit plan.

7. Records and Confidential Data.

a. All memoranda, notices, files, records and other documents made or compiled by Employee during the Term in the ordinary course of business (other than business cards and names and contact information retained in Employee's rolodex), or made available to Employee concerning the business of Carlyle (including, without limitation, any "best practices" materials made available to Employee), shall be Employer's property and shall be delivered to Employer at its request therefor or automatically on the termination of this Agreement.

b. Employee acknowledges that, in and as a result of Employee's employment hereunder, Employee will be making use of and/or acquiring confidential or proprietary information developed by Carlyle and its affiliates that is of a special and unique nature and value to Carlyle, including, but not limited to, the nature and material terms of business opportunities and proposals available to Carlyle and financial records of Carlyle, Carlyle investment funds, and investors in such funds (the "*Confidential Information*"). Employee shall not at any time, directly or indirectly, disclose to any person (other than Carlyle) any Confidential Information (regardless of whether such information qualifies as a "trade secret" under applicable law) which has been obtained by or disclosed to Employee as a result of Employee's employment by Employer unless (i) authorized in writing by Employer, (ii) such information, knowledge or data is or becomes available to the public generally without breach of this Section 7b, (iii) disclosure is required to be made pursuant to an order of any court or government agency, subpoena or legal process; (iv) disclosure is made to officers, directors or

affiliates of Employer or Carlyle (and the officers and directors of such affiliates), and to auditors, counsel, and other professional advisors to Employer or Carlyle or (v) disclosure is required to a court, mediator or arbitrator in connection with any litigation or dispute between Employer and Employee. Employee shall immediately supply Employer with a copy of any legal process delivered to Employee requesting Confidential Information. Prior to any disclosure of Confidential Information, Employee shall notify Employer and shall permit Employer to seek an order protecting the confidentiality of such information. Employee agrees that Employee's obligations under this Section 7b may be enforced by specific performance and that breaches or prospective breaches of this Section 7b may be enjoined.

c. Employee will not discuss Employer's fundraising efforts, or the name of any fund vehicle that has not had a final closing of commitments, to any reporter or representative of any press or other public media.

d. Employee represents that Employee's employment by Employer does not and will not breach any confidentiality agreement with any former employer, including any agreement to keep in confidence or refrain from using information acquired by Employee prior to Employee's employment by Employer. During Employee's employment by Employer, Employee agrees that Employee will not violate any non-solicitation agreements Employee entered into with any former employer or improperly make use of, or disclose, any information or trade secrets of any former employer or other third party, nor will Employee bring onto the premises of Employer or use any unpublished documents or any property belonging to any former employer or other third party, in violation of any lawful agreements with that former employer or third party. Employee agrees that Employer shall have no responsibility of liability to Employee or any other Person in the event it is determined that the provision of services to Employer hereunder violates any non-compete provision between Employer and his former employer.

The obligations under this Section 7 shall survive the termination or expiration of this Agreement and any termination of Employee's employment.

8. Indemnification. Employer will cause each investment fund to which Employee provides investment advice to indemnify, defend and hold Employee harmless for all losses, costs, expenses or liabilities based upon or related to acts, decisions or omissions made by Employee in good faith during the Term while performing services on behalf of such investment fund (and/or any of its portfolio companies) within the scope of Employee's employment for Employer, provided that such acts, decisions or omissions do not constitute fraud, willful misconduct or gross negligence. The obligations of Employer and such investment funds under this Section 8 shall survive any termination of the Employee's employment.

9. Non-Solicitation/Non-Competition. Employee agrees that, for a period of six months after the last day that Employee is employed by Employer or an affiliate thereof, Employee will not, directly or indirectly, without the prior written consent of Employer: (i) participate in any capacity, including as an investor or an advisor, in any transaction that, as of the date of termination, Carlyle or any of its affiliates was actively considering investing in or offering to invest in and known to Employee; (ii) solicit, contact or identify investors in any investment partnership or fund controlled by Carlyle and its affiliates (to the extent Employee

knows that such Person is an investor, directly or indirectly, in such partnership or fund) on behalf of any person; or (iii) induce any current employee of Employer or its affiliates to become employed by Employee or any person employing Employee. The parties acknowledge and agree that the restrictions set forth in this Section 9 are believed by the parties to be reasonable and necessitated by legitimate business needs. In the event that any court or tribunal of competent jurisdiction shall determine this Section 9 to be unenforceable or invalid for any reason, the parties agree that this Section 9 shall be interpreted to extend only over the maximum period of time for which it may be enforceable, and/or over the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in any and all respects as to which it may be enforceable, all as determined by such court or tribunal. The parties further agree that Employer and Employee each will be entitled (without posting bond or security) to injunctive or other equitable relief, as deemed appropriate by any such court or tribunal, to prevent a breach of the other party's obligations set forth in this Section 9, The obligations under this Section 9 shall survive the expiration or termination of this Agreement.

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

11. Agreement. This Agreement sets forth the entire agreement between the parties with and supersedes and replaces any prior agreement between the parties with respect to the subject matter herein.

12. Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

13. Arbitration.

a. Except as provided in Section 12b, any dispute, claim or controversy arising in connection with this Agreement or otherwise in connection with Employee's employment with Employer (including any statutory claims), Employee's carried interest participation, and Employee's personal coinvestments shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association(except as modified herein). No such arbitration proceedings shall be commenced or conducted until at least 60 days after the parties, in good faith, shall have attempted to resolve such dispute by mutual agreement; and the parties hereby agree to endeavor in good faith to resolve any dispute by mutual agreement. If mutual agreement cannot be attained, any disputing party, by written notice to the other ("*Arbitration Notice*") may commence arbitration proceedings. Such arbitration shall be conducted before a panel of three arbitrators, one appointed by each party within 30 days after the date of the Arbitration Notice, and one chosen within 60 days after the date of the Arbitration Notice by the two arbitrators appointed by the disputing parties. A court of competent jurisdiction presiding over the Arbitration Location shall appoint any arbitrator who has not been appointed within such time periods. Judgment may include costs and attorneys fees and may be entered in any court of competent jurisdiction. The arbitration shall be conducted in the Arbitration Location or such other location as Employer and

Employee may agree, in the English language and all monetary awards shall be in Currency. Arbitration shall be the sole method of resolving disputes not settled by mutual agreement. The determination of the arbitrators shall be final, not subject to appeal, and binding on all parties and may be enforced by appropriate judicial order of any court of competent jurisdiction.

b. Notwithstanding the foregoing, in the event of any claim or controversy arising in connection with this Agreement for which the remedy is equitable or injunctive relief, the aggrieved party shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction.

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

14. Non-Disparagement. Employer and Employee covenant and agree that Employee shall not disparage, and shall at all times speak well of, Carlyle and its affiliates, and their respective principals and businesses, and Employer shall not authorize disparaging remarks regarding Employee. The previous sentence shall not apply, however, in the case of any disparagement which is made (i) in testimony pursuant to a court order, subpoena, or legal process, (ii) to a court, mediator or arbitrator in connection with any litigation or dispute between Employer and Employee, (iii) among Carlyle and its affiliates or (iv) exclusively to Employer or Employee in the course of Employer's supervision or review of Employee's job performance. The parties further agree that Employer and Employee each will be entitled (without posting bond or other security) to injunctive or other equitable relief, as deemed appropriate by any such court or tribunal, to prevent a breach of the other party's obligations set forth in this Section 14. The obligations of the Employee and Employer under this Section 14 will survive termination of this Agreement.

15. Background Investigation. Employee's employment is contingent upon Employer's satisfactory completion of its background investigation on Employee, which shall be completed within 90 days of Commencement Date. In addition, Employer may require that a background investigation be conducted by an independent third party. An unsatisfactory background investigation or a delay in the process due to lack of response from the Employee for requested information will result in the termination of the offer of employment and in the event Employee's employment has commenced, such employment shall be termination and such termination shall be deemed "for Cause".

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EMPLOYER: THE CARLYLE GROUP EMPLOYEE CO., L.L.C.

By: _____
Name: _____
Title: _____

EMPLOYEE: /s/ Adena T. Friedman
Name: Adena Friedman

EXHIBIT A

BOARD OF DIRECTORS SEATS

1. _____
2. _____
3. _____
4. _____
5. _____

OR

o Check here if Employee is not a board member as of the Commencement Date.

Employee Initials: _____

Initials of Officer of Employer: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EMPLOYER: THE CARLYLE GROUP EMPLOYEE CO., L.L.C.

By: /s/ David M. Rubenstein
Name: David M. Rubestein
Title: Managing Director

EMPLOYEE: /s/ Adena T. Friedman
Name: Adena Friedman

EXHIBIT A

BOARD OF DIRECTORS SEATS

1. _____

2. _____

3. _____

4. _____

5. _____

OR

☑ Check here if Employee is not a board member as of the Commencement Date.

Employee Initials: /s/ AF

Initials of Officer of Employer: /s/ DR

APPENDIX OF KEY TERMS

This Appendix of Key Terms shall be construed for all purposes as part of the Amended and Restated Employment Agreement (the "*Agreement*") to which it is attached. The undersigned Employer and Employee agree that, for purposes of the Agreement, the following terms shall have the meanings ascribed to them below:

Employment Agreement Terms

a. "*Arbitration Location*" means Washington, D.C.

b. "*Base Salary Amount*" means 275,000 per annum in Currency.

c. "*Carlyle*" means TC Group, L.L.C. and its affiliates, collectively operating under the trade name "The Carlyle Group."

d. "*Commencement Date*" means March 28, 2011.

e. "*Currency*" means US Dollars.

f. "*Effective Date*" means February 9, 2011.

g. "*Employee*" means Adena Friedman

h. "*Employer*" means The Carlyle Group Employee Co. L.L.C., a Delaware limited liability company.

i. "*Governing Jurisdiction*" means Washington, DC.

j. "*2011 Guaranteed Bonus Amount*" means 1,725,000 in Currency.

k. "*2012 Guaranteed Bonus Amount*" means 1,725,000 in Currency.

l. "*Investors*" mean investors (other than (directly or indirectly) Carlyle and its beneficial owners, members, employees and affiliates).

m. "*Office Location*" means Washington, D.C.

n. "*Term*" has the meaning given to it in Section 1 of the Agreement.

o. "*Title*" means Managing Director, Chief Financial Officer.

IN WITNESS WHEREOF, the undersigned Employer and Employee have executed this Appendix of Key Terms as of the Effective Date.

EMPLOYER: THE CARLYLE GROUP EMPLOYEE CO., L.L.C.

By: /s/ William E. Conway, Jr.
William E. Conway, Jr.
Managing Director

By: /s/ Daniel A. D'Aniello
Daniel A. D'Aniello
Managing Director

By: /s/ David M. Rubenstein
David M. Rubenstein
Managing Director

EMPLOYEE: /s/ Adena T. Friedman
Adena Friedman

TC GROUP, L.L.C., as Issuer and Guarantor

TC GROUP CAYMAN, L.P., as Issuer and Guarantor

TC GROUP INVESTMENT HOLDINGS, L.P., as Issuer and Guarantor

TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P., as Issuer and Guarantor

TCG HOLDINGS, L.L.C., as Partner Holding Company

TCG HOLDINGS CAYMAN, L.P., as Partner Holding Company

TCG HOLDINGS II, L.P., as Partner Holding Company

TCG HOLDINGS CAYMAN II, L.P., as Partner Holding Company

NOTE AND UNIT SUBSCRIPTION AGREEMENT

DATED AS OF DECEMBER 16, 2010

SUBORDINATED NOTES DUE DECEMBER 31, 2020

UNITS OF THE ISSUERS SET FORTH HEREIN

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NOTE AND UNIT SUBSCRIPTION AGREEMENT

NOTE AND UNIT SUBSCRIPTION AGREEMENT, dated as of December 16, 2010, by and among TC Group, L.L.C., a Delaware limited liability company, TC Group Cayman, L.P., a Cayman Islands exempted limited partnership, TC Group Investment Holdings, L.P., a Delaware limited partnership, TC Group Cayman Investment Holdings, L.P., a Cayman Island exempted limited partnership (collectively, and together with each of their successors and assigns, the "**Carlyle Parent Entities**"), Fortieth Investment Company L.L.C., a United Arab Emirates limited liability company registered in the Emirate of Abu Dhabi (the "**Initial Note Holder**"), each of MDC/TCP Investments (Cayman) I, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) II, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) III, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) IV, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) V, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) VI, Ltd., a Cayman Islands exempted company, and Five Overseas Investment L.L.C., a United Arab Emirates limited liability company registered in the Emirate of Abu Dhabi (collectively and together with each of their affiliated successors and affiliated assigns, the "**Initial Unit Holders**" and, together with the Initial Note Holder, the "**Mubadala Investors**" and each, a "**Mubadala Investor**"), and solely for the purposes of certain agreements and undertakings contained in Sections 13.6, 13.8, 13.9, 13.12 and 16 hereof, TCG Holdings, L.L.C., a Delaware limited liability company, TCG Holdings Cayman, L.P., a Cayman Islands exempted limited partnership, TCG Holdings II, L.P., a Delaware limited partnership, and TCG Holdings Cayman II, L.P., a Cayman Islands exempted limited partnership (collectively, and together with each of their successors and assigns, the "**Partner Holding Companies**").

RECITALS

WHEREAS, each Carlyle Parent Entity (in such capacity, an "**Issuer**" and collectively, the "**Issuers**") has agreed to issue and sell (a) to the Initial Note Holder, and the Initial Note Holder has agreed to purchase, Notes (as defined herein) and (b) to the Initial Unit Holders, and the Initial Unit Holders have agreed to purchase, Units (as defined herein), in the amounts set forth on Annex 3 and as contemplated pursuant to Section 1.1(b), in each case, upon the terms and conditions hereinafter provided;

WHEREAS, each Carlyle Parent Entity (in such capacity, a "**Guarantor**" and collectively, the "**Guarantors**") has agreed to guarantee the Notes to be issued by each other Carlyle Parent Entity and the obligations of the other Guarantors to the Note Holders, upon the terms and conditions hereinafter provided; and

WHEREAS, each of the Initial Unit Holders currently holds Existing Units (as defined herein) in one or more of the Issuers and is a party to the Subscription Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties to this Agreement hereby agree as follows:

1. ISSUANCE OF NOTES AND UNITS

1.1 Purchase, Sale and Issuance of the Notes and the New Units

Against payment of an aggregate purchase price of $500,000,000 (the "**Purchase Price**") payable by the Initial Note Holder, each Issuer agrees to issue and sell:

(a) on the Issue Date:

(i) to the Initial Note Holder, the principal amount of the Notes set forth opposite such Issuer's name on Annex 3 hereto, which Notes have an aggregate principal amount of $500,000,000; and

(ii) to the Initial Unit Holders set forth opposite such Issuer's name on Annex 3 hereto, the number of Units (the "**Initial New Units**") set forth opposite such Issuer's name on Annex 3 hereto under the column "Number of Initial New Units" which Units, in each case, represent in the aggregate 2% of the total Units issued and outstanding on the Issue Date of the respective Issuer calculated on a fully-diluted basis;

(b) if a Qualified IPO has not occurred on or prior to the second anniversary of the Issue Date (the "**Second Anniversary Date**"), on the Business Day next following the Second Anniversary Date (the "**Second Anniversary Additional Issue Date**"), to the Initial Unit Holders set forth opposite such Issuer's name on Annex 3 hereto or their Affiliate designees, the number of Units (the "**Second Anniversary Additional New Units**") of such Issuer equal to 0.25% of the total Units outstanding on the Issue Date calculated on a fully-diluted basis, as set forth opposite such Issuer's name on Annex 3 hereto under the column "Number of Second Anniversary Additional New Units", subject to adjustment (i) for any subdivision (by any Unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse Unit split, reclassification, reorganization, recapitalization or otherwise) of the Units, and (ii) in connection with a Qualifying Reorganization pursuant to Section 3.5(b); and

(c) if a Qualified IPO has not occurred on or prior to the fifth anniversary of the Issue Date (the "**Fifth Anniversary Date**"), on the Business Day next following the Fifth Anniversary Date (the "**Fifth Anniversary Additional Issue Date**" and together with the Second Anniversary Additional Date, the "**Additional Issue Dates**"), to the Initial Unit Holders set forth opposite such Issuer's name on Annex 3 hereto or their Affiliate designees, the number of Units (the "**Fifth Anniversary Additional New Units**" and, together with the Second Anniversary Additional New Units and the Initial New Units, the "**New Units**") of such Issuer equal to 0.25% of the total Units outstanding on the Issue Date calculated on a fully-diluted basis, as set forth opposite such Issuer's name on Annex 3 hereto under the column "Number of Fifth Anniversary Additional New Units", subject to adjustment (i) for any subdivision (by any Unit split, unit distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse Unit split, reclassification, reorganization, recapitalization or otherwise) of

the Units, and (ii) in connection with a Qualifying Reorganization pursuant to Section 3.5(b).

1.2 Closing

(a) The settlement of the purchase, sale and issuance of the Notes and the Initial New Units shall occur at 10:00 a.m. New York City time, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 at a closing or at such other location or time as agreed to by the parties hereto (the "**Closing**"), on the second Business Day following the satisfaction or, to the extent permitted by Applicable Law, waiver of all conditions to the obligations of the parties set forth in Section 1.3 (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Issue Date). The day on which the Closing takes place shall be referred to herein as the "**Issue Date**."

(b) The issuance of the Additional New Units, if any, shall occur at 10:00 a.m. New York City time, on the relevant Additional Issue Date, or such other date as the parties hereto may agree, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 or at such other location or time as agreed to by the parties hereto.

1.3 Conditions to Closing

(a) The Mubadala Investors' obligation to purchase the Notes and the Initial New Units to be issued hereunder is subject to the fulfillment (or waiver by the Mubadala Investors), at or prior to the Closing, of the following conditions:

(i) The representations and warranties of the Carlyle Parent Entities contained in this Agreement, disregarding for purposes hereof all materiality qualifiers in such representations and warranties, shall be true and correct when made and at and as of the time of the Closing (except for representations and warranties that speak to a particular date, which shall be true and correct as of that date), except where the failure to be true and correct would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(ii) Each party (other than the Mubadala Investors) shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing.

(iii) The Carlyle Parent Entities shall have delivered, obtained or entered into, as the case may be:

(A) to the Initial Note Holder, the Notes executed by the applicable Issuer,

(B) to the Mubadala Investors, the legal opinions, in the forms attached hereto as Exhibits 1.3(a)(iii)(B)(1)-(3), executed and dated the Closing Date,

(C) to the Mubadala Investors, the Amended Subscription Agreement executed by all of the parties thereto, and

(D) to the Mubadala Investors, the Amended and Restated Joinders to the Subscription Agreement substantially in the form set forth on Exhibit 1.3(a)(iii)(D), executed by all of the parties thereto.

(iv) As of the Closing, there shall not be outstanding any order of any court, administrative agency or other Governmental Authority which in any way restrains or prevents the carrying out of the transactions contemplated by this Agreement or the Subscription Agreement.

(v) Since the date of this Agreement, no event shall have occurred that could reasonably be expected to result in a Material Adverse Effect.

(vi) Since the date of this Agreement, except as otherwise contemplated by this Agreement, each of the Carlyle Parent Entities and the Carlyle Companies shall have conducted its operations, activities and practices only in the ordinary course of business substantially consistent with past practice.

(vii) The waiver of the preemptive rights of CalPERS pursuant to the Subscription and Equity Holder Agreement, dated as of February 1, 2001, by and among the Carlyle Parent Entities, the Partner Holding Companies and CalPERS and the consent of CalPERS to the transactions contemplated by this Agreement and the Amended Subscription Agreement (the "**CalPERS Waiver and Consent**") shall be in full force and effect at Closing.

(viii) Since the date of this Agreement, the terms of the Senior Credit Agreement shall not have been amended, supplemented or modified, in any material respect.

(b) The Carlyle Parent Entities' obligation to accept payment for and to deliver the Notes and the Initial New Units to be sold hereunder by the Carlyle Parent Entities at the Closing are subject to the fulfillment (or waiver by the Carlyle Parent Entities), at or prior to the Closing, of the following conditions:

(i) The representations and warranties of the Mubadala Investors contained in this Agreement, disregarding for purposes hereof all materiality qualifiers in such representations and warranties, shall be true and correct when made and at and as of the time of the Closing (except for representations and warranties that speak to a particular date, which shall be true and correct as of that date), except where the failure to be true and correct would not materially impact the ability of the Mubadala Investors to perform their obligations hereunder or consummate the transactions contemplated hereby.

(ii) The Mubadala Investors, where applicable, or their Affiliates shall have performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing.

(iii) As of the Closing, there shall not be outstanding any order of any court, administrative agency or other Governmental Authority which in any way restrains or prevents the carrying out of the transactions contemplated by this Agreement or the Subscription Agreement.

(iv) The Carlyle Parent Entities shall each have received:

(A) copies of the Amended Subscription Agreement duly executed by the Mubadala Investors, and

(B) the legal opinion, in the form attached hereto as Exhibit 1.3(b)(iv)(B), which shall be dated as of the Closing, and

(C) the Amended and Restated Joinders to the Subscription Agreement substantially in the form set forth on Exhibit 1.3(a)(iii)(D), executed by all of the parties thereto.

(v) The CalPERS Waiver and Consent shall be in full force and effect at Closing.

(c) Each of the Mubadala Investors and the Carlyle Parent Entities shall use commercially reasonable efforts to take any and all actions as may be necessary or appropriate to ensure that all of the conditions to closing set forth in this Section 1.3 are satisfied as soon as practicable after the date hereof.

1.4 Purchase Price Allocation

(a) The Issuers shall provide to the Mubadala Investors a preliminary allocation of the Purchase Price of the Notes and New Units in the form of Annex 4 hereto no later than December 31, 2010 (the "**Preliminary Allocation Schedule**"); *provided* that the Issuers may adjust the Preliminary Allocation Schedule at any time on or prior to April 30, 2011 (the "**Adjusted Allocation Schedule**") so long as the Issuers promptly provide the Adjusted Allocation Schedule to the Mubadala Investors prior to such date for review and comment. The Mubadala Investors agree that the allocations set forth in the Adjusted Allocation Schedule (or Preliminary Allocation Schedule, if either (i) no Adjusted Allocation Schedule is delivered by April 30, 2011 or (ii) the Issuers deliver written notice to the Mubadala Investors that the Preliminary Allocation Schedule is to be the final allocation schedule) shall be the final allocation of the Purchase Price among the Notes and New Units unless such allocation is unreasonable (such schedule reflecting the final allocation determined in accordance with foregoing, the "**Final Allocation Schedule**"). If the Mubadala Investors notify the Issuers within 12 Business Days of receipt of the Adjusted Allocation Schedule or within 12 Business Days of receipt of a notice from the Issuers that the Preliminary Allocation Schedule is to be the

Final Allocation Schedule, as applicable (or 12 Business Days after April 30, 2011, if no such notice or Adjusted Allocation Schedule is delivered by April 30, 2011) (a "**Mubadala Notice**"), that it believes that such allocation is unreasonable and the Mubadala Investors and the Issuers cannot mutually agree on a final allocation within 30 days after the date of the Mubadala Notice, then the Mubadala Investors will appoint an internationally recognized independent public accounting or appraisal firm (an "**Independent Accounting Firm**") mutually acceptable to the Mubadala Investors and the Issuers to determine the appropriate Adjusted Allocation Schedule and allocation of the Purchase Price with respect to any disputed items not resolved in writing between the Issuers and the Mubadala Investors during such 30-day period. If the Mubadala Investors do not deliver a Mubadala Notice to the Issuers within 12 Business Days of receipt thereof (or their disagreement with the Preliminary Allocation Schedule within 12 Business Days of receipt of a notice from the Issuers that the Preliminary Allocation Schedule is to be the Final Allocation Schedule), then the Mubadala Investors will be deemed to have agreed to and accepted such schedule as the Final Allocation Schedule of the Purchase Price among the Notes and New Units.

(b) In the event an Independent Accounting Firm is appointed pursuant to Section 1.4(a), the Issuers and the Mubadala Investors shall submit, in writing, to the Independent Accounting Firm, their statements detailing their views as to the correct final allocation of the Purchase Price with respect to any disputed items or amounts, and the Independent Accounting Firm shall make a written determination as to each such disputed item and amount, which determination shall be final and binding on the parties for all purposes hereunder; *provided* that the Independent Accounting Firm shall only be authorized to resolve such disputed items and amounts within the range of the difference between the Issuers' position with respect thereto and the Mubadala Investors' position with respect thereto. The determination of the Independent Accounting Firm shall be accompanied by a certificate of the Independent Accounting Firm that it reached such determination in accordance with the provisions of this Section 1.4(b). The Issuers and the Mubadala Investors shall use their commercially reasonable efforts to cause the Independent Accounting Firm to render a written decision resolving the matters submitted to it within 20 Business Days following the submission thereof. The costs of any dispute resolution pursuant to this Section 1.4(b), including the fees and expenses of the Independent Accounting Firm and of any enforcement of the determination thereof, shall be borne 50% by the Issuers and 50% by the Mubadala Investors.

(c) The Issuers and the Mubadala Investors agree that for United States federal income tax purposes, the issue price of the Notes and the purchase price for the New Units shall be as provided in the Final Allocation Schedule determined in accordance with this Section 1.4 with effect as of the date of issuance, and that such issue price and purchase price shall be binding on all holders of the Notes and New Units.

1.5 Tax Allocations

Pursuant to Section 706(d) of the Code and the U.S. Treasury Regulations promulgated thereunder, each Carlyle Parent Entity shall allocate income, gain, loss, deduction or credit of

such entity in respect of its taxable year which includes the date of the Closing on a "closing-of-the-books" basis.

2. THE NOTES

2.1 Form and Execution

Each Note shall be in substantially the form of Exhibit A. Each Note shall be executed on behalf of its respective Issuer by an Officer of such Issuer. The signature of any of such Officer on the Notes may be manual or facsimile.

2.2 Term of the Notes

The terms of the Notes shall be as set forth in Exhibit A.

2.3 Form of Notes

The Notes shall be issuable only in registered form without coupons and shall be in the denominations specified in Section 1.2(a).

2.4 Form of Legend for the Notes

Unless otherwise permitted by Section 2.7, every Note issued and delivered hereunder shall bear a legend in substantially the following form:

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT IS IN EFFECT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE HOLDER OF THIS NOTE IS SUBJECT TO THE TERMS OF (A) THE NOTE AND UNIT SUBSCRIPTION AGREEMENT, DATED AS OF DECEMBER 16, 2010 AMONG THE CARLYLE PARENT ENTITIES (AS DEFINED THEREIN), THE PARTNER HOLDING COMPANIES (AS DEFINED THEREIN) AND THE HOLDERS NAMED THEREIN (AND ANY OF THEIR PERMITTED TRANSFEREES), AS AMENDED AND (B) A SUBSCRIPTION AND EQUITY HOLDER AGREEMENT BY AND AMONG THE CARLYLE PARENT ENTITIES, THE PARTNER HOLDING COMPANIES AND THE HOLDERS NAMED THEREIN, AS AMENDED. A COPY OF EACH SUCH AGREEMENT, AS AMENDED, IS AVAILABLE AT THE OFFICE OF THE ISSUER OF THIS NOTE.

THE PAYMENT OF THIS NOTE AND THE RIGHTS OF THE HOLDER OF THIS NOTE ARE SUBORDINATED TO THE PAYMENT OF SENIOR DEBT (AS DEFINED IN THE NOTE AND UNIT SUBSCRIPTION AGREEMENT REFERRED TO ABOVE) AND THE RIGHTS OF THE HOLDERS OF SENIOR DEBT UPON THE TERMS OF SUBORDINATION SET FORTH IN THE NOTE AND UNIT SUBSCRIPTION AGREEMENT REFERRED TO ABOVE.

THIS NOTE IS ISSUED WITH "ORIGINAL ISSUE DISCOUNT" FOR PURPOSES OF SECTION 1273 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE [MANAGING MEMBER/GENERAL PARTNER] OF THE ISSUER, AS REPRESENTATIVE OF THE ISSUER, WILL MAKE AVAILABLE ON REQUEST TO HOLDER(S) OF THIS NOTE THE FOLLOWING INFORMATION FOR TAX PURPOSES: ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY. A HOLDER MAY SUBMIT A WRITTEN REQUEST FOR SUCH INFORMATION TO: ATTENTION: GENERAL COUNSEL, THE CARLYLE GROUP, 1001 PENNSYLVANIA AVENUE, N.W., SUITE 220 SOUTH, WASHINGTON, D.C. 20004.

2.5 Form Payments and Computations

At least 30 days prior to the beginning of each interest period, the Issuer shall deliver to the Note Holder a written notice setting forth the proportion of cash interest and PIK interest that will be paid on the subsequent Interest Payment Date. All payments of interest on the Notes shall be paid to the Persons in whose names such Notes are registered on the Security Register at the close of business on the Regular Record Date and all payments of principal on the Notes shall be paid to the Persons in whose names such Notes are registered on the Maturity Date. The principal of any Note shall be payable only against surrender therefor, while payments of cash interest on Notes shall be made, in accordance with this Agreement and subject to Applicable Laws and regulations, by wire transfer to such account as such Note Holder shall designate by written instructions received by the applicable Issuer no less than 15 days prior to any applicable Interest Payment Date, which wire instruction shall continue in effect until such time as the Holder otherwise notifies such Issuer or such Note Holder no longer is the registered owner of such Note or Notes. Payments of interest in the form of PIK Notes shall be made by overnight courier on or before the due date for such payment to the Person entitled thereto at such Person's address appearing on the Security Register. Principal and cash interest shall be considered paid on the date it is due if the Person entitled thereto holds as of noon (New York City time) on the due date money deposited by the applicable Issuer in immediately available funds and designated for and sufficient to pay all principal and cash interest then due. Any PIK Payment shall be considered paid on the date it is due if the applicable PIK Notes have been received on or before the due date by the Person entitled thereto at such Person's address appearing on the Security Register.

2.6 Registration; Registration of Transfer and Exchange

(a) Security Register. The Issuers shall maintain a register (the "**Security Register**") for the registration or transfer of the Notes. The name and address of the Note Holder, records of any transfers of the Notes and the name and address of any transferee of a Note shall be entered in the Security Register and the Issuers shall, promptly upon receipt thereof, update the Security Register to reflect all information received from a Note Holder. There shall be no more than one Holder for each Note, including all beneficial interests therein.

(b) Registration of Transfer. Upon surrender for registration of transfer of any Note at the office or agency of the Issuer of such Note, the Issuer shall execute and

deliver, in the name of the designated transferee or transferees, one or more new Notes, of any authorized denominations and like aggregate principal amount.

(c) Exchange. At the option of the Note Holder, Notes may be exchanged for other Notes registered in the name of such Note Holder, of any authorized denominations and of like aggregate principal amount, upon surrender of the Notes to be exchanged at such office or agency. Whenever any Notes are so surrendered for exchange, the Issuer of such Notes shall execute and deliver the Notes that the Note Holder making the exchange is entitled to receive.

(d) Effect of Registration of Transfer or Exchange. All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer of such Notes, evidencing the same indebtedness, and entitled to the same benefits under this Agreement, as the Notes surrendered upon such registration of transfer or exchange.

(e) Requirements; Charges. Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuer of such Note) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer duly executed, by the Note Holder thereof or such Note Holder's attorney-in-fact duly authorized in writing. No service charge shall be made for any registration of transfer or exchange of Notes, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 2.8 not involving any transfer.

(f) Certain Limitations. If the Notes are to be redeemed in part, the Issuers shall not be required (i) to issue, register the transfer of or exchange any Note during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of any such Notes selected for redemption under Section 4.1 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

2.7 Note Transfer Restrictions

(a) No Note may be sold, transferred, assigned, mortgaged, hypothecated, pledged or otherwise disposed of (any such sale, transfer, assignment, mortgage, hypothecation, pledge or other disposition is herein referred to as a "**Transfer**"), except in compliance with this Section 2.7.

(b) A Note Holder may Transfer any Note (or any portion thereof) (i) to any Affiliate of such Note Holder; *provided* that if after the date of Transfer to such Affiliate such transferee for any reason whatsoever ceases to be an Affiliate (pursuant to the definition thereof) of such Note Holder, then such Transfer shall immediately cease to be a permitted Transfer (absent the applicability of another provision permitting such Transfer) and such Note shall be immediately transferred back to the immediately preceding Note Holder that was a permitted Affiliate or another Affiliate of such Note

Holder designated by such Note Holder; (ii) pursuant to the terms of Section 2.13; (iii) pursuant to the terms of Section 4; (iv) pursuant to the terms of Section 5; (v) pursuant to the terms of Section 13.14; (vi) in connection with any pledge, hypothecation, mortgage or encumbrance on the Notes; *provided* that (A) prior to entry into any such pledge, hypothecation, mortgage or encumbrance, the Note Holder shall cause the pledgee to enter into a written agreement for the benefit of the Carlyle Parent Entities pursuant to which such pledgee shall agree not to enter into any hedging transaction in respect of Carlyle Securities in connection with such pledge, hypothecation, mortgage or encumbrance on the Notes by the Note Holder, (B) the pledgee shall not have any voting power with respect to such pledged, hypothecated, mortgaged or encumbered Notes, and (C) it being expressly understood and agreed that in the event of any foreclosure or similar action with respect to such pledged, hypothecated, mortgaged or encumbered Notes the pledgee shall be required to agree in writing with the Carlyle Parent Entities that such pledgee shall be subject to and bound by the restrictions set forth in this Section 2.7, and that any failure by a pledgee to so agree on or prior to a foreclosure or similar action shall constitute a Transfer in violation of this Agreement; and (vii) to any Person (a "**transferee**"), other than any Person whose ownership of such Note would be materially disadvantageous to the Issuers or any of their Affiliates from a reputational or competitive perspective, it being agreed that, should any dispute as to the status of any prospective transferee arise, the parties will negotiate in good faith on an expedited basis to resolve such dispute and, if such resolution is not promptly agreed, will submit such dispute to a mediator of recognized standing in the private equity field mutually acceptable to the parties; *provided* that no Transfer contemplated by this Section 2.7 shall be made unless such Transfer would not (A) violate the Securities Act or any state securities or "blue sky" laws applicable to the Issuer or the Notes to be sold or (B) cause the Issuer or any of its Affiliates to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Internal Revenue Code of 1986, as amended and *provided*, *further*, that such transferee:

(i) agrees with the applicable Issuer to be bound by the provisions of this Agreement (including this Section 2.7 with respect to any resale of the Notes);

(ii) makes the representations, warranties and agreements set forth in Sections 7.1 and 7.2; and

(iii) acknowledges that the Notes will bear the legend set forth in Section 2.4 and in the form of the Note.

Any transferee pursuant to this Section 2.7 shall be subject to the same terms and conditions and shall be entitled to the same rights under this Agreement as the Initial Note Holder in respect of the Notes.

(c) Each Issuer agrees to enter into, execute and deliver all such documentation reasonably necessary to effect a transfer otherwise permissible pursuant to this Section 2.7.

(d) Any Transfer by a Note Holder pursuant to this Section 2.7 shall be a Transfer of a proportionate percentage of the aggregate principal amount of the Notes issued by each Issuer in connection with such Transfer.

(e) Notwithstanding anything to the contrary in this Section 2.7, at any given time and for so long as this Agreement remains in effect, Notes shall not be held by more than 30 Note Holders and their Affiliates, in the aggregate.

2.8 Mutilated, Destroyed, Lost and Stolen Notes

If any mutilated Note is surrendered to the applicable Issuer, such Issuer shall execute and deliver in exchange therefor a new Note of the same principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to an Issuer (a) evidence to its satisfaction of the destruction, loss or theft of any Note issued by such Issuer and (b) such security or indemnity as may be required by such Issuer to save each of it and any agent harmless, then, in the absence of notice that such Note has been acquired by a bona fide purchaser, such Issuer shall execute and deliver, in lieu of any such destroyed, lost or stolen Note, a new Note of a like principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, an Issuer in its discretion may, instead of issuing a new Note, pay such Note.

Upon the issuance of any new Note pursuant to this Section 2.8, the Issuer of such new Note may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Note issued pursuant to this Section 2.8 in lieu of any destroyed, lost or stolen Note shall, without duplication of the original Note, constitute an original additional contractual obligation of the Issuer of such new Note, whether or not the destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Notes duly issued hereunder.

The provisions of this Section 2.8 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

2.9 Persons Deemed Owners

Prior to due presentment of a Note for registration of transfer, the Issuer of such Note and any of its agents shall treat the Person in whose name such Note is registered as the owner of such Note in the Security Register for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and neither such Issuer nor any agent of such Issuer shall be affected by notice or knowledge to the contrary.

2.10 Cancellation

All Notes surrendered for payment, exchange, redemption or registration of transfer shall, if surrendered to any Person other than its Issuer, be delivered to such Issuer and shall be promptly canceled by such Issuer. Each Issuer shall cancel any Notes previously issued and delivered hereunder that it may have reacquired.

2.11 Payments; Transfers

So long as the Initial Note Holder or any of its nominees shall be a Note Holder, and notwithstanding anything contained in this Agreement or such Notes to the contrary, each Issuer of such Notes will pay all sums becoming due on its respective Notes for principal and interest by such method and at the address specified for such purpose on Annex 1 or at such other address as the Initial Note Holder shall have from time to time specified to the Issuers in writing for such purpose. Prior to any Transfer or other disposition of any Note held by the Initial Note Holder or its nominees, the Initial Note Holder will, at its election, either endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon or surrender such Note to its Issuer in exchange for a new Note or Notes pursuant to Section 2.6.

2.12 Calculation of Principal Amount of the Notes

The aggregate principal amount of the Notes, at any date of determination, shall be the principal amount of the Notes (including any increase in the principal amount thereof as a result of a PIK Payment) at such date of determination.

2.13 Note Holder Tag-Along Rights

(a) In addition to any rights a Note Holder has pursuant to Section 4.2, at least 30 days prior to a Transfer in a single transaction (or series of related transactions), by any means whatsoever at any time prior to a Qualified IPO and whether direct or indirect, by one or more of the Founders, Carlyle Partners and/or Carlyle Partner Related Parties of interests representing (directly or indirectly) more than 15% of the then-outstanding aggregate equity interests in the combined Carlyle Parent Entities (excluding, for purposes of such determination, any Carlyle Permitted Transfers), the applicable Founders, other Carlyle Partners and/or Carlyle Partner Related Parties (the "**Transferors**") will deliver a notice (the "**Transfer Notice**") to the Note Holder specifying in reasonable detail the identity of the prospective transferee(s), the percentage interest in each Carlyle Parent Entity proposed to be transferred (whether directly or indirectly), whether, to the knowledge of such Founder and/or Carlyle Partners, such Transfer would result in a Change of Control, and the material terms and conditions of such Transfer.

(b) Without limitation of any other tag-along rights a Note Holder may have pursuant to the Subscription Agreement in respect of Units owned by such Note Holder, at any time prior to a Qualified IPO, each Note Holder shall have the right, exercisable by delivery of written notice to the Transferors at any time within 25 days after receipt of the Transfer Notice, to exercise a tag-along right in such Transfer in respect of its Notes. If a Note Holder elects to exercise such tag-along right in respect of its Notes, then,

immediately prior to such Transfer, the Notes to be Transferred in the tag-along sale shall be exchanged into the same type of unit or interest being Transferred by the Transferors (or securities exchangeable for the units or interests being Transferred) (the "**Tag-Along Securities**"), and such Note Holder shall participate in the contemplated Transfer at the same imputed price per Tag-Along Security (calculated as if the Transferors and the Note Holders each held such Tag-Along Securities directly in the Carlyle Parent Entities) (the "**Tag-Along Price**") and on the same terms as the Transferors. The total number of Tag-Along Securities into which a Note shall be exchangeable pursuant to this Section 2.13 shall be equal to the quotient of (i) the then outstanding principal amount of such Note, plus any accrued and unpaid interest thereon, divided by (ii) the product of (A) Tag-Along Price multiplied by (B) 0.925.

(c) The total number of Tag-Along Securities in any Carlyle Parent Entity with respect to which a Note Holder may elect to exercise its tag-along rights (solely in respect of its Notes) in such Transfer shall be no greater than the product of (i) the quotient of (A) the aggregate number of Tag-Along Securities in such Carlyle Parent Entity held by such Note Holder (assuming all of such Note Holder's Notes had been converted into Tag-Along Securities), divided by (B) the aggregate number of outstanding Tag-Along Securities in such Carlyle Parent Entity, multiplied by (ii) the aggregate number of Tag-Along Securities in such Carlyle Parent Entity which are being proposed to be Transferred in such sale.

(d) If the Note Holder exercises its rights pursuant to this Section 2.13 (including pursuant to Section 2.13(e)), the Transferors shall use their reasonable efforts to obtain the agreement of the prospective transferee(s) to the participation of such Note Holder in any contemplated Transfer, and the Transferors shall not Transfer any of their equity interests to any prospective transferee if such prospective transferee(s) declines to allow the participation of such Note Holder. Notwithstanding the foregoing, when participating in any Transfer pursuant to this Section 2.13 (including pursuant to Section 2.13(e)), the Note Holder will not be obligated to agree to non-compete or other covenants that would not typically be agreed to by a passive investor or security holder and shall be liable only for damages resulting from breaches of representations and warranties that relate to the Note Holder or its ownership of the Tag-Along Securities and for its aggregate pro-rata share (based on its aggregate percentage equity ownership (whether direct or indirect) in the Carlyle Parent Entities (including taking into consideration the amount of Notes such Note Holder holds as if all of such Note Holder's Notes had been exchanged)) of any liability arising from breaches of representations or warranties relating to the Carlyle Parent Entities or the Carlyle Business.

(e) Additionally, only to the extent the Carlyle Parent Entities are not permitted under the terms of any Senior Debt from purchasing any portion of the Notes which a Note Holder has elected to tender in a Change of Control Offer to Purchase pursuant to Section 4.2(c)(ii) (and a waiver is not received from the holders of such Senior Debt), then, in the event any Transfer in respect of which Note Holders are entitled to receive a Transfer Notice would result in a Change of Control, each Note Holder shall have the right to exchange all, but not less than all, of the principal amount of Notes that such Note Holder was entitled, but unable, to redeem pursuant to Section

4.2(c)(ii)(A) for Tag-Along Securities, exercisable by delivery of written notice to the Transferors at any time within 25 days after receipt of the Transfer Notice and participate in the contemplated Transfer at the Tag-Along Price and on the same terms as the Transferors. The tag-along rights provided pursuant to this Section 2.13(e), to the extent applicable, shall be in addition to the tag-along rights of a Note Holder pursuant to Section 2.13(b). Notwithstanding Section 2.13(c), if a Note Holder elects to exercise its tag-along rights in respect of its Notes pursuant to this Section 2.13(e), it shall be entitled to Transfer at its election up to 100% of the Tag-Along Securities received in exchange for its Notes pursuant to this Section 2.13(e). The total number of Tag-Along Securities into which a Note shall be exchangeable pursuant to this Section 2.13(e) shall be equal to the quotient of the then outstanding principal amount of such Note, plus any accrued and unpaid interest thereon, divided by the Tag-Along Price. Any Tag-Along Securities received by any Note Holder pursuant to this Section 2.13(e) shall not be subject to any transfer restrictions or lock-up period set forth in this Agreement.

3. UNITS

3.1 Rights Generally

(a) Except as otherwise set forth in this Agreement, any New Units, any Exchange Securities or any IPO Entity Equity Securities issued pursuant to this Agreement (including in exchange for any Notes) shall be entitled to all of the rights and protections set forth in the Subscription Agreement, including without limitation registration rights, pre-emptive rights, exchange rights, information rights and investor protections, and Holders of such securities shall be entitled to all of the rights provided to the Mubadala Investors in respect of the Existing Units received by them in connection with the Subscription Agreement.

(b) Except as otherwise set forth in this Agreement, any Transfer of New Units, Exchange Securities or IPO Entity Equity Securities shall be subject to any restrictions applicable to the Existing Units at the time of such Transfer as set forth in the Subscription Agreement, and Holders of such securities shall be subject to all of the obligations and other restrictions to which the Mubadala Investors are subject in respect of the Existing Units received by them in connection with the Subscription Agreement.

3.2 Board of Directors Representation

(a) Notwithstanding the rights and obligations set forth in Section 3.1, in addition to such rights that may be provided to the Mubadala Investors in respect of their Existing Units pursuant to the Subscription Agreement, upon the occurrence of a Qualified IPO and the exchange of the Notes for Exchange Securities pursuant to Section 5.1, the IPO Entity will, at the option of the Mubadala Investors in their sole discretion, subject to any required regulatory approvals, cause one person nominated by such Mubadala Investors (acting collectively) (the "**Board Representative**") to be elected or appointed to its board of directors or, if applicable, the board of directors of its general partner (the "**Board of Directors**") (which person shall be subject to satisfaction of all legal and governance requirements regarding service as a director of the Board of

Directors as required by the applicable securities exchange and/or the Commission and to the reasonable approval of the Board of Directors' nominating committee, if any (such approval not be unreasonably withheld or delayed)). After such appointment, for so long as the Mubadala Investors (together with any of their Affiliates) beneficially own in the aggregate directly or indirectly at least 7.5% of the Units or other common equity interests in the Issuers or Substitute Parent Entities, as the case may be, that are issued and outstanding, calculated on a fully-diluted basis, the IPO Entity will be required, subject to satisfaction of all legal and governance requirements regarding service as a director of the Board of Directors as required by the applicable securities exchange and/or the Commission and to the reasonable approval of the Board of Director's nominating committee, if any (such approval not be unreasonably withheld or delayed), to recommend to its equity holders the election to the Board of Directors of the Board Representative at the IPO Entity's annual meeting, if any. If the Mubadala Investors no longer beneficially own in the aggregate (together with any of their Affiliates) the minimum number of securities specified in the prior sentence, the Mubadala Investors will have no further rights under this Section 3.2 and, at the written request of the Board of Directors, shall use all reasonable efforts to cause the Board Representative to resign from the Board of Directors as promptly as possible thereafter.

(b) At each annual meeting of the equity holders of the IPO Entity, if any, and at each special meeting of the equity holders of the IPO Entity called for the purpose of electing directors of the IPO Entity, if any, and at any time at which the equity holders of the IPO Entity shall have the right to vote for or consent in writing to the election of directors of the IPO Entity, then, and in each such event, each Carlyle Parent Entity its successors and Affiliates shall vote all of the IPO Entity Equity Securities owned by it for, or consent in writing with respect to such securities in favor of, the election of the Board Representative.

(c) Subject to paragraph (a) above, the Mubadala Investors (acting collectively) shall have the power to designate the Board Representative's replacement upon the death, resignation, retirement, disqualification or removal from office of such director, subject to satisfaction of all legal and governance requirements regarding service as a director of the Board of Directors as required by the applicable securities exchange and/or the Commission and to the reasonable approval of the nominating committee, if any, of the Board of Directors (such approval not to be unreasonably withheld or delayed).

3.3 Voting Rights

Notwithstanding anything to the contrary set forth in the Subscription Agreement, to the extent that the Mubadala Investors receive any IPO Entity Equity Securities upon an exchange of Existing Units or New Units pursuant to the Subscription Agreement or in exchange for Notes pursuant to Section 5, as the case may be, such IPO Entity Equity Securities shall, subject to the obtaining of all regulatory approvals that may be required in respect of such matter, carry the same voting rights, if any, carried by the other securities of such class.

3.4 IPO Lock-Up

(a) Notwithstanding anything in Section 2.7 or the Subscription Agreement to the contrary, from and after a Qualified IPO and until the expiration of the IPO Lock-Up Period, none of the Mubadala Investors or any of their Affiliates may Transfer any of the respective Units, or any of the respective Exchange Securities received pursuant to Section 5 (or any of the respective Exchange Securities or any of the respective IPO Entity Equity Securities received in exchange for any of the foregoing); *provided* that (i) the Mubadala Investors or any of their Affiliates may Transfer any Units (or any Exchange Securities or any IPO Entity Equity Securities received in exchange for any of the foregoing) at any time to any one or more Affiliates; (ii) at any time from and after the date which is 12 months after the date of a Qualified IPO, the Mubadala Investors (and any of their Affiliates) may Transfer any of their Units (or Exchange Securities or IPO Entity Securities received in exchange for any of the foregoing) to the extent necessary to reduce their aggregate beneficial ownership in any Carlyle Parent Entity (or the IPO Entity) to below 10% of the issued and outstanding Capital Stock of such Carlyle Parent Entity (or the IPO Entity) in order to comply with, or eliminate the obligation to comply with, any applicable regulatory, stock exchange or other government regulation or requirements (other than Section 13 or 16 of the Exchange Act and Rule 144), which, if not complied with, would materially and adversely impact the business, operations or prospects of a business unit of Mubadala Development Company PJSC; (iii) at any time from and after the date which is 12 months after the date of a Qualified IPO, the Mubadala Investors (and any of their Affiliates) shall be free to Transfer any of their Existing Units (or Exchange Securities or IPO Entity Securities exchangeable therefor), inclusive of any Units received in connection with the split or subdivision thereof or a dividend or distribution thereon; and (iv) (A) at any time from and after the date which is 18 months after the date of a Qualified IPO, the Mubadala Investors (and any of their Affiliates) may Transfer up to 50% of the aggregate amount of New Units (or any Exchange Securities or any IPO Entity Equity Securities received in exchange for any of the foregoing), inclusive of any Units received in connection with the split or subdivision thereof or a dividend or distribution thereon, held by them as of the Qualified IPO and (B) from and after the date which is 24 months after the date of a Qualified IPO, the Mubadala Investors (and any of their Affiliates) may Transfer all or any portion of the New Units (or any Exchange Securities or any IPO Entity Equity Securities received in exchange for any of the foregoing) held by them as of the Qualified IPO, inclusive of any Units received in connection with the split or subdivision thereof or a dividend or distribution thereon. In applying the provisions of this Section 3.4(a), the Units sold by the Mubadala Investors or their Affiliates in connection with the Qualified IPO shall be deemed to have been a sale of Existing Units but such Units shall not thereafter be subject to any of the transfer restrictions in this Section 3.4(a).

(b) Notwithstanding anything in this Agreement to the contrary, in the event that any Founder (or any entity controlled directly or indirectly by a Founder that holds securities of the Founders) shall, from and after the Qualified IPO, either (i) be subject to restrictions on Transfer in respect of any IPO Entity Equity Securities (or Substitute Parent Entity Interests held by such Founder immediately prior to the Qualified IPO) which are less restrictive with respect to holding periods or time-based volume

restrictions than the provisions of Section 3.4(a) or (ii) be released from any of his Transfer restrictions such that, as so modified, clause (i) above would be applicable, then, in any such instance, (A) the Issuers shall provide the Mubadala Investors with prompt (in no event more than 10 Business Days) written notice thereof and (B) the restrictions on Transfer set forth in this Section 3.4 shall be deemed amended as necessary in order that they be, with respect to holding periods and/or time-based volume restrictions, substantially equivalent to those to which the respective Founder (or any entity controlled directly or indirectly by a Founder that holds securities of the Founders) is then subject.

3.5 Additional Units Pre-emptive Rights

(a) In connection with the exercise of any pre-emptive rights from and after the date hereof by any Initial Unit Holder in accordance with Section 6.11 of the Subscription Agreement, and, solely for the purpose of calculating the "Subscriber's Proportionate Interest" (as defined in the Subscription Agreement) of such Initial Unit Holder, such Initial Unit Holder shall be treated as owning, as of the applicable date giving rise to such pre-emptive rights, the number of Additional New Units issuable pursuant to Section 1.1(b).

(b) In the event that (i) a Qualified IPO has not occurred on or prior to (A) the Second Anniversary Date with respect to the Second Anniversary Additional New Units or (B) the Fifth Anniversary Date with respect to the Fifth Anniversary Additional New Units and (ii) a Qualifying Reorganization pursuant to Section 2.3(d) of the Subscription Agreement has occurred on or prior to such time, then the number and type of any Additional New Units that are issuable pursuant to Section 1.1(b) and 1.1(c) shall be adjusted so that the Mubadala Investors receive, in respect of the Additional New Units that would otherwise have been issuable but for the Qualifying Reorganization, that number and type of Exchange Securities (or, if applicable, IPO Entity Equity Securities) as the Mubadala Investors would have received if such Additional New Units were issued and outstanding at the time of the Qualifying Reorganization.

4. OPTIONAL REDEMPTION OF THE NOTES

4.1 Optional Redemption at the Option of Issuers

(a) Right of Redemption.

(i) From and after December 31, 2017, any Note may be voluntarily redeemed at the election of the applicable Issuer at such times and in such amounts as such Issuer may specify pursuant to Section 4.1(c) and at a redemption price equal to 100% of the then outstanding principal amount of the Notes being redeemed, together with any applicable accrued and unpaid interest through and including the Redemption Date (the "**Redemption Price**"); *provided* that any redemptions initiated pursuant to this Section 4.1(a) shall only be effected simultaneously and proportionately with redemptions among all Issuers.

(ii) In addition, in the event that a Qualified IPO is consummated on or prior to the Fifth Anniversary Date (or, if the Anniversary Offer to Purchase has been deferred until the Sixth Anniversary Date pursuant to Section 4.2(a), the Sixth Anniversary Date), any Note in respect of which an Exchange Election has not been timely received pursuant to Section 5.2, may be voluntarily redeemed at the election of the applicable Issuer at such times and in such amounts as such Issuer may specify pursuant to Section 4.1(c) and at a redemption price equal to the Redemption Price; *provided* that any redemptions shall only be effected simultaneously and proportionately with redemptions among all Issuers.

(b) Partial Redemption. If less than all of the Notes of an Issuer are to be redeemed at any time, then the redemption of such Notes from each Note Holder shall be made on the same pro-rata basis among all Issuers (i.e., each Issuer shall redeem the same pro-rata amount from each Note Holder). For all purposes of this Agreement, unless the context otherwise requires, all provisions relating to the redemption of Notes shall relate, in the case of any Note redeemed or to be redeemed only in part, to the portion of the principal amount of such Note which has been or is to be redeemed.

(c) Notice of Redemption. Notice of optional redemption shall be given in accordance with Section 16.1 not less than 5 Business Days nor more than 20 Business Days prior to the date fixed for such redemption (the "**Redemption Date**"), to each Note Holder to be redeemed, at its address appearing in the Security Register.

(i) All notices of optional redemption shall state:

(A) the Redemption Date;

(B) the Redemption Price;

(C) if less than all the outstanding Notes are to be redeemed, the pro-rata portion of such Note Holder's Notes to be redeemed;

(D) that, subject to Section 4.3, on the Redemption Date the Redemption Price will become due and payable (subject to any conditions specified therein) upon each such Note to be redeemed and that interest thereon will cease to accrue on and after said date; and

(E) the place or places where such Notes are to be surrendered for payment of the Redemption Price.

(ii) Notice of redemption of Notes to be redeemed at the election of the Issuers shall be given by the Issuers and at the expense of the Issuers.

(d) Notes Payable on Redemption Date. If notice of redemption shall have been given as provided above, the Notes to be redeemed shall, on the Redemption Date (but subject to Section 4.3), become irrevocably due and payable on the Redemption Date at the Redemption Price therein specified (subject to any conditions specified therein), and upon payment in full of the Redemption Price such Notes shall not bear interest.

Upon surrender of any such Note for redemption in accordance with said notice, such Note shall be paid by its Issuer at the Redemption Price on the Redemption Date; *provided*, *however*, that installments of interest whose Interest Payment Date is on or prior to the Redemption Date shall be payable to the Note Holders of such Notes, or one or more predecessor Notes, registered as such at the close of business on the relevant Regular Record Dates according to their terms and the provisions of this Agreement.

(e) Notes Redeemed in Part. Any Note which is to be redeemed only in part shall be surrendered at the principal offices of the applicable Issuer, and such Issuer shall execute and deliver to the Note Holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such Note Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

4.2 Optional Redemption at the Option of Note Holders

(a) Subject to the terms and conditions provided in this Section 4.2 and Section 4.3, if a Qualified IPO shall not have occurred on or prior to the Fifth Anniversary Date then, within 30 days following the Fifth Anniversary Date (the "**Fifth Anniversary Offer to Purchase Notice Date**") each Issuer will make to each registered Note Holder of such Issuer's outstanding Notes an offer to purchase (the "**Anniversary Offer to Purchase**") all of such Note Holder's Notes (or any portion thereof); *provided* that at the time of the Fifth Anniversary Date, the Carlyle Parent Entities shall include in the written notice delivered to Note Holders pursuant to Section 4.2(c) a statement stating whether or not, in their good faith opinion based upon facts and circumstances existing at such time, there is a reasonable likelihood that a Qualified IPO may be completed within the next 12 months (the "**IPO Notification**"). To the extent the IPO Notification states that, in the reasonable opinion of the Carlyle Parent Entities, there is a reasonable likelihood that a Qualified IPO may be completed prior to the sixth anniversary of the Issue Date (the "**Sixth Anniversary Date**"), then, upon receipt of such notice delivered pursuant to Section 4.2(d), the Required Holders may elect, in their sole discretion, by delivery of written notice to the Issuers, to have the Issuers defer the Anniversary Offer to Purchase until the Sixth Anniversary Date, at which point (provided a Qualified IPO has not occurred on or prior to the Sixth Anniversary Date) the Issuers shall be obligated to make the Anniversary Offer to Purchase and all references herein to the Anniversary Offer to Purchase shall mean the Anniversary Offer to Purchase to be offered within 30 days following the Sixth Anniversary Date (the "**Sixth Anniversary Offer to Purchase Notice Date**").

(b) The purchase price payable in an Anniversary Offer to Purchase shall equal 100% of the then outstanding principal amount of the Notes being redeemed, together with any applicable accrued and unpaid interest through and including the Holder Redemption Date (the "**Anniversary Offer Price**"), and each Issuer shall accept for payment all Notes (or any portion thereof) properly tendered by such Note Holder pursuant to such Anniversary Offer to Purchase; *provided* that (i) in the event the Carlyle Parent Entities deliver an IPO Notification stating that they do not anticipate completing a Qualified IPO within the next 12 months following the Anniversary Offer to Purchase,

(ii) Note Holders tender their Notes into the Anniversary Offer to Purchase and receive payment in cash of the Anniversary Offer Price for such Notes, and (iii) the Carlyle Parent Entities complete a Qualified IPO within such 12-month period, then, in such event, any Note Holder who previously tendered into the Anniversary Offer to Purchase, and who received any payment in cash of the Anniversary Offer Price from the Issuers, shall be entitled to receive, and the Issuers shall pay an amount (the "**Conversion Make-Whole Amount**") to such Note Holders upon consummation of such Qualified IPO, equal to the difference between (A) the consideration such Note Holder would have received had such Note Holder exchanged such Notes pursuant to the Optional Exchange in accordance with Section 5, and then sold such Exchange Securities for cash at the IPO Unit Price, and (B) any Anniversary Offer Price previously paid in cash in redemption of such Notes in the Anniversary Offer to Purchase; *provided* that each Issuer may, in its sole discretion, elect to pay the Conversion Make-Whole Amount in cash or in IPO Entity Equity Securities that are for such purpose to be valued at the IPO Unit Price.

(c) Subject to the terms and conditions provided in this Section 4.2, if a Change of Control occurs at any time prior to the consummation of Qualified IPO, then within 30 days following the consummation of the Change of Control (such date, the "**Change of Control Notice Date**") each Issuer (or any successor or surviving entity, as applicable) will make to each registered Note Holder of such Issuer's outstanding Notes an offer to purchase (the "**Change of Control Offer to Purchase**") any and all of such Note Holder's Notes. Upon receipt of such written notice, each Note Holder may elect to (i) exercise its tag-along rights pursuant to Section 2.13(b) to the extent applicable, and (ii) with respect to any Notes or portion thereof not so disposed of pursuant to Section 2.13(b), (A) redeem such Notes in whole or in part into the Change of Control Offer to Purchase, or (B) to the extent that such redemption is not permitted under the terms of any Senior Debt (and a waiver is not received from the holders of such Senior Debt), exercise the tag-along rights set forth in Section 2.13(e). Notwithstanding the foregoing, the rights set forth in this Section 4.2(c)(ii) should not be applicable to any Notes previously redeemed and subject to redemption in installments pursuant to Section 4.3(a). The purchase price payable for the Notes in such Change of Control Offer to Purchase shall be an amount in cash equal to 100% of the principal amount of such Notes plus all accrued and unpaid interest thereon to the date of purchase (the "**Change of Control Offer Price**"), and each Issuer shall accept for payment all Notes properly tendered by such Note Holder pursuant to such Change of Control Offer to Purchase.

(d) No later than the Fifth Anniversary Offer to Purchase Notice Date (or, if applicable, Sixth Anniversary Offer to Purchase Notice Date) or Change of Control Notice Date, as the case may be, each Issuer shall send, in accordance with Section 16.1, a written notice to each registered Note Holder of such Issuer's outstanding Notes. The Notice shall contain such instructions and materials as may be appropriate in order to enable such Note Holders to tender Notes pursuant to the Anniversary Offer to Purchase or the Change of Control Offer to Purchase. The Notice shall state:

(i) that the Anniversary Offer to Purchase or the Change of Control Offer to Purchase, as applicable, is being made pursuant to this Section 4.2 and

that all Notes (or any portion thereof) properly tendered by such Note Holder on or prior to the Holder Redemption Date will be accepted for payment;

(ii) the purchase price determined in accordance with this Section 4.2, and the purchase date, which (A) with respect to an Anniversary Offer to Purchase shall be no less than 20 days and no more than 30 days following the Anniversary Offer to Purchase Notice Date (or Sixth Anniversary Offer to Purchase Notice Date, if applicable), and (B) with respect to a Change of Control Offer to Purchase shall be no less than 20 days and no more than 30 days following the Change of Control Notice Date (each such date, the "**Holder Redemption Date**");

(iii) that the Note Holders must exercise the redemption right on or prior to the close of business one Business Day before the Holder Redemption Date and that the Note Holder shall have the right to withdraw any Notes previously surrendered prior to that time;

(iv) that Note Holders electing to have a Note redeemed shall be required to surrender such Note to the Issuer for redemption at least one Business Day prior to the Holder Redemption Date and any Notes which are not so tendered will continue to accrue interest;

(v) that, in the case of the Anniversary Offer to Purchase, the Carlyle Parent Entities may or may not complete a Qualified IPO within the next 12 months; and if, in the reasonable opinion of the Carlyle Parent Entities there is a reasonable likelihood that a Qualified IPO may be completed prior to the Sixth Anniversary Date, a statement providing that the Required Holders may decide in their sole discretion to defer the Anniversary Offer to Purchase until the Sixth Anniversary Date; and

(vi) that, subject to Section 4.3, unless an Issuer defaults in the payment of the applicable purchase price set forth in Sections 4.2(a) or 4.2(c), all Notes accepted for payment pursuant to the Anniversary Offer to Purchase or the Change of Control Offer to Purchase, as applicable, shall cease to accrue interest upon payment in full for such Notes after the Holder Redemption Date; provided, however, that solely with respect to any portion of a Note that was accepted for payment pursuant to Sections 4.2(a) or 4.2(c) but not redeemed, the applicable Note shall continue to remain outstanding and, solely with respect to that portion with respect to which there remains a Redemption Default, the applicable interest rate shall be increased by 200 basis points until such Redemption Default has been cured.

(e) Any Note which is to be redeemed only in part shall be surrendered at the principal offices of the applicable Issuer, and such Issuer shall execute and deliver to the Note Holder of such Note without service charge, a new Note or Notes, of any authorized denomination as requested by such Note Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Note so surrendered.

(f) The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of the Anniversary Offer to Purchase or a Change of Control Offer to Purchase, and the Issuers shall not be in violation of this Agreement by reason of any act required by such rule or other Applicable Law.

4.3 Redemption in Installments; Defaults; Interest Adjustment

(a) Notwithstanding anything to the contrary herein, each Issuer may elect to redeem Notes tendered for payment on any Holder Redemption Date pursuant Section 4.2 pro-rata in installments over the course of the two-year period ending on the second anniversary of the Holder Redemption Date; *provided*, *however*, that each Issuer shall redeem such Notes on the same pro-rata basis and at least one-half of such Notes shall be redeemed on or prior to the first anniversary of the Holder Redemption Date; and *provided*, *further*, that interest shall continue to accrue at the applicable rate specified in such Notes in respect of any unredeemed Notes until such Notes have been redeemed, and any such Notes not so redeemed shall continue to be outstanding and subject to all of the rights and obligations set forth in this Agreement. For the avoidance of doubt, this Section 4.3(a) will not apply to payments with respect to the Maturity Date.

(b) If any portion of a Note called for redemption shall not be so paid upon surrender thereof for redemption in connection with Section 4.1 or 4.2 on the Redemption Date or Holder Redemption Date, as applicable (a "**Redemption Default**"), then, in addition to any other remedies a Note Holder may have under this Agreement or otherwise, such Note shall continue to remain outstanding and, solely with respect to such portion of the Note with respect to which there remains a Redemption Default, the applicable interest rate shall increase by 200 basis points from the Redemption Date or Holder Redemption Date, as applicable, until such Redemption Default has been cured at which point the interest rate shall be reset to the non-default interest rate. Further, during and for so long as any Redemption Default has occurred and is continuing, the Issuer shall be subject to Section 8.5(b).

(c) In the event that (i) a Qualified IPO has occurred on or prior to the Fifth Anniversary Date (or, if the Anniversary Offer to Purchase has been deferred until the Sixth Anniversary Date pursuant to Section 4.2(a), the Sixth Anniversary Date) and (ii) a Note Holder has not elected to exchange its Notes pursuant to Section 5 and the Issuers have elected not to exercise their rights of redemption with respect to such Notes pursuant to Section 4.1(a)(ii), then the applicable interest rate on the Notes shall be 7.25% for so long as the Notes remain outstanding.

5. EXCHANGE

5.1 Exchange at the Option of Note Holders

Subject to the terms, conditions and procedures set forth in this Section 5, in connection with and conditioned upon the consummation of a Qualified IPO, each Note Holder shall have

the right, at its option, to exchange any or all of the then outstanding principal amount of its Notes, together with accrued and unpaid interest thereon, into such number of Exchange Securities (which shall be of the same type and class of Exchange Securities as the Mubadala Investors receive, as the case may be, pursuant to the Subscription Agreement in respect of their Existing Units in the Issuers of such Note), in each case equal to the quotient of (a) the then outstanding principal amount of such Note, plus any accrued and unpaid interest thereon, divided by (b) the product of (i) the IPO Unit Price multiplied by (ii) 0.925 (an "**Optional Exchange**"). The parties agree that an exchange for Exchange Securities may take the form of a conversion of Notes for Units of the applicable Carlyle Parent Entity followed by an exchange of such Units for Exchange Securities. Any Exchange Securities received by the Mubadala Investors or their Affiliates in connection with the Optional Exchange shall be exchangeable at the option of such Mubadala Investors or their Affiliates into IPO Entity Equity Securities, in accordance with the provisions set forth in the Subscription Agreement; *provided* that the Carlyle Parent Entities may, at their election, require any Person other than the Mubadala Investors or their Affiliates to receive IPO Entity Equity Securities in connection with an Optional Exchange. The relevant partnership or operating agreement of the issuer of the Exchange Securities issued in connection with an exchange of the Notes pursuant to this Section 5 (including the IPO Entity) shall include provisions for accounting for U.S. federal income tax purposes for any book/tax differences in the capital account of the Note Holder immediately following the exchange as are consistent with Proposed Treasury Regulation Section 1.704-1 relating to non-compensatory options.

5.2 Exchange Procedure

(a) At least 90 days prior to the consummation of a Qualified IPO, the Issuers will send a written notice to each Note Holder (a "**Qualified IPO Notice**") advising that a Qualified IPO is contemplated. The Qualified IPO Notice shall contain such instructions and materials as may be appropriate in order to enable the Note Holders to exchange their Notes pursuant to the Optional Exchange. The Qualified IPO Notice shall state:

(i) that the Optional Exchange is being made pursuant to this Section 5.2 and that all Notes (or any portion thereof) properly exchanged by such Note Holder on or prior to the IPO Closing Date will be accepted for exchange;

(ii) the estimated IPO Unit Price, which shall be based on facts and circumstances available at such time (and which shall be made without any representation or warranty as to the accuracy thereof but shall be estimated in good faith), a calculation showing the estimated exchange rate in accordance with Section 5.1 and the exchange date, which shall be the closing date of the Qualified IPO but shall be no less than 90 days and no more than 210 days following the Qualified IPO Notice (the "**IPO Closing Date**");

(iii) that the Note Holders must deliver an Exchange Election no later than 30 days after receipt of the Qualified IPO Notice and that the Exchange Election shall be irrevocable; *provided* that in the event that (x) the Issuers do not timely deliver a Qualified IPO Confirmatory Notice pursuant to Section 5.2(c) or (y) the IPO Closing Date does not occur on or prior to the 210th day after the date

of the Qualified IPO Notice, any Note Holder who previously submitted an Exchange Election may at any time, at its option, send a written notice to the Issuer revoking such Note Holder's previous Exchange Election, at which point such Note Holder shall be deemed not to have made an Exchange Election with respect to such Note Holder's Notes and shall be entitled all accrued interest during the period the Notes were tendered for exchange;

(iv) that Note Holders electing to have their Notes exchanged shall be required to surrender such Notes to the Issuer for exchange at least one Business Day prior to the IPO Closing Date and any Notes which are not so tendered will continue to accrue interest; and

(v) that all Notes tendered or exchanged shall continue to accrue interest through and including the IPO Closing Date and all Notes accepted for exchange shall cease to accrue interest upon exchange of such Notes.

(b) Within 30 days of the date of issuance of such Qualified IPO Notice, each Note Holder wishing to participate in the Optional Exchange in respect of its Notes is required to return to the Issuer of such Notes an irrevocable written notice of election for exchange (an "**Exchange Election**") in respect of all or a portion of such Notes; *provided* that in the event that (x) the Issuers do not timely deliver a Qualified IPO Confirmatory Notice pursuant to Section 5.2(c) or (y) the IPO Closing Date does not occur on or prior to the 210th day after the date of the Qualified IPO Notice, any Note Holder who previously submitted an Exchange Election may at any time, at its option, send a written notice to the Issuer revoking such Note Holder's previous Exchange Election, at which point such Note Holder shall be deemed not to have made an Exchange Election with respect to such Note Holder's Notes and shall be entitled to all accrued interest during the period the Notes were tendered for exchange. In the event (i) the IPO Closing Date does not occur on or prior to the 210th day after the date of the Qualified IPO Notice or (ii) the Qualified IPO Confirmatory Notice is not timely given, an Issuer may complete the exchange of Notes as to which Exchange Elections were previously made pursuant to this Section 5 only with the prior written consent of the Required Holders.

(c) At least 5 business days but not more than 10 business days prior to the expected pricing of the offering, in the case of a Qualified IPO described in clauses (a) or (b) of the definition thereof, or the expected consummation of the applicable transaction or series of transactions, in the case of a Qualified IPO described in clause (c) of the definition thereof, the Issuers shall deliver to the Note Holders, a certificate (a "**Qualified IPO Confirmatory Notice**") confirming such Issuer's reasonable belief in good faith, based on facts and circumstances then existing, that the contemplated offering, transaction or series of transactions, as the case may be, will constitute a Qualified IPO pursuant to the applicable value or ownership threshold provided in clause (a), (b) or (c), as the case may be, of the definition thereof.

(d) All Notes tendered for exchange shall continue to accrue interest through and including the IPO Closing Date until exchanged. Upon an exchange of the Notes for Exchange Securities pursuant to Section 5.1, each Note Holder shall surrender the Notes,

duly endorsed, at the office of the Issuer and the Issuer shall, subject to Section 5.3, take such actions necessary to authorize and effect the issuance to such Note Holders of those Exchange Securities to which such Note Holders shall thereupon be entitled upon exchange. Each Note Holder agrees to execute and deliver such documentation as may be reasonably required to effect the exchange of Notes as to which an Exchange Election has been made.

(e) To the extent a Note Holder exercises its rights to undertake the Optional Exchange, the Note Holder (or its designee) shall receive the Exchange Securities on the IPO Closing Date. Any fractional Exchanged Securities which the Note Holder (or its designee) is entitled to shall be settled in cash.

5.3 Ownership Cap

In no case shall the aggregate beneficial ownership of the Mubadala Investors (including the beneficial ownership, if any, of their Affiliates) in any Carlyle Parent Entity, Substitute Parent Entity or the IPO Entity exceed 19.9% on a fully diluted basis (the "**Ownership Cap**"); *provided* that if an Optional Exchange shall occur such beneficial ownership shall be calculated after giving effect to a Qualified IPO and any Transfers made prior to and/or and in connection with such Qualified IPO. In the event that the exchange of Notes for Exchange Securities pursuant to Section 5.1 would result in a Holder's beneficial ownership (including the beneficial ownership, if any, of its Affiliates) exceeding the Ownership Cap, such that the Holder is not permitted to receive additional Units, Exchange Securities, IPO Entity Equity Securities or Additional New Units to which it would otherwise be entitled hereunder, then, in exchange for the consideration such Note Holder would have received for the Notes (but for the Ownership Cap) had such Note Holder exchanged such Notes pursuant to Section 5.1 and then sold such Exchange Securities at the IPO Unit Price (any such amount, the "**Excess Amount**"), the Issuers shall, at their election, either:

(a) pay to the Holder an amount in cash equal to 100% of such Excess Amount, such payment to be delivered at the closing of the Qualified IPO; or

(b) apply 50% of any net cash proceeds received by the Carlyle Parent Entities, or the IPO Entity as the case may be, from a Qualified Cash Proceeds IPO toward the payment of the Excess Amount and, only in the event such amount is insufficient to cover the entire Excess Amount, issue to the Holder a note (an "**Excess Note**") in a principal amount equal to the remaining balance of such Excess Amount, which Excess Note shall contain terms and conditions which are equivalent to the Notes, except that (i) such Excess Note shall provide for a maturity date which is two years from the date of issuance, (ii) the principal amount of such Excess Note shall be payable in installments (with at least one-half of the principal amount payable on or prior to the first anniversary of the date of issuance), (iii) such Excess Note shall not provide for any right of redemption or exchange, and (iv) such Excess Note shall bear interest at the rate of 8.5% per annum. The issuance of the Excess Notes shall occur not later than 2 Business Days following the consummation of the Qualified IPO. In the event the aggregate principal amount of the Excess Note is in excess of $150,000,000, then the Mubadala Investors may, at their sole election, request that the Issuers perform a market check at

the time of issuance of the Excess Note to assess whether an 8.5% per annum interest rate to be applied to the Excess Note represents a market interest rate for a debt instrument of its nature based upon the credit position of the IPO Entity at the time of issuance, and only in the event that the interest rate is determined by the Issuer, in good faith, to be lower than current market rates for similar instruments, the interest rate shall be increased so as to make it consistent with current market terms for similar instruments.

5.4 True Up.

(a) If, following a Qualified IPO of the type described in clause (c) of the definition thereof, the IPO Entity completes a public offering of its common equity securities for aggregate primary gross cash proceeds of not less than $250,000,000 within 9 months of the commencement of the Observation Period (a "**Post-IPO Primary Offering**") at an initial per unit price to the public of the equity securities of the IPO Entity sold to the public (the "**Post-IPO Primary Offering Unit Price**") that is less than the IPO Unit Price, then the Mubadala Investors shall be entitled to receive, in the aggregate (and without further consideration therefor) a number of additional non-voting Substitute Parent Entity Interests or IPO Entity Equity Securities, as the case may be (based on the type of security that the Mubadala Investors currently hold immediately after the Qualified IPO), with an aggregate value equal to the True Up Amount; *provided* that the Carlyle Parent Entities may elect, in their sole discretion, to pay all or a portion of the True-Up Amount in cash; and *provided*, *further*, that in no event will additional securities be issued to the Mubadala Investors or their Affiliates that would violate the restrictions of Section 5.3; and in the event that the Mubadala Investors are unable to receive additional equity securities due to the restrictions set forth in Section 5.3, then payment of the True Up Amount (or any remaining unsatisfied portion thereof) shall be made in cash at the consummation of the Post-IPO Primary Offering. In the event that any True Up Amount is paid in IPO Entity Equity Securities or Substitute Parent Entity Interests, such securities shall be deemed to have a per unit value equal to the Post-IPO Primary Offering Unit Price.

(b) For purposes of this Section 5.4, the term "**True Up Amount**" shall mean an amount equal to the product of (A) the excess, if any, of (x) the IPO Unit Price determined pursuant to clause (b) of the definition thereof over (y) the Post-IPO Primary Offering Unit Price, multiplied by (B) the number of Exchange Securities the Mubadala Investors actually received in the exchange of the Notes for Exchange Securities pursuant to Section 5.1 (calculated on an as converted to IPO Entity Equity Security basis).

6. REPRESENTATIONS AND WARRANTIES OF THE CARLYLE ENTITIES

Each of the Carlyle Parent Entities hereby jointly and severally represents, warrants to, and agrees with, the Mubadala Investors as follows:

6.1 Organization and Authority

(a) Each of the Carlyle Parent Entities and Partner Holding Companies is an entity duly organized, validly existing and in good standing under the laws of the

jurisdiction of its formation or organization. Each Carlyle Company other than the Carlyle Parent Entities and the Partner Holding Companies is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization, except where the failure to be so organized, validly existing or in good standing would not reasonably be expected to have a Material Adverse Effect. Each of the Carlyle Parent Entities and the Partner Holding Companies has all requisite organizational power and authority to enter into the Transaction Documents and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of the Transaction Documents by each of the Carlyle Parent Entities and the Partner Holding Companies does not require any consent of any third party or any United States federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body ("**Governmental Authority**"). Each of the Carlyle Parent Entities, the Partner Holding Companies and the Carlyle Companies is duly qualified and in good standing to do business in each jurisdiction in which the failure to so qualify would, individually or in the aggregate, have a Material Adverse Effect.

(b) Schedule 6.1(b) sets forth an organizational chart that reflects the general organizational structure of certain of the Carlyle Companies and certain other entities related to the Carlyle Business as of September 30, 2010.

(c) Except as set forth on Schedule 6.1(c) and in the Guarantees, no Carlyle Parent Entity or Partner Holding Company is a guarantor under a guarantee.

6.2 Capitalization of Carlyle Parent Entities

(a) Except as contemplated by this Agreement or any Operating Agreement as in effect on the date hereof or as set forth on Schedule 6.2(a) hereto, as of the date hereof and as of the Closing, none of the Carlyle Parent Entities: (i) has any outstanding member, partnership or other equity interests other than the Interests in it being conveyed hereunder and there are no securities convertible into or exchangeable or exercisable for any member, partnership or other equity interests, or any rights or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, any member, partnership or other equity interests or securities convertible into or exchangeable or exercisable for any member, partnership or other equity interests or any bonus or other arrangement based on the value of the equity of such Carlyle Parent Entity; (ii) is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any member, partnership or other equity interests or any convertible securities, rights or options of the type described in the preceding clause; (iii) is a party to, or, after due inquiry has knowledge of, any agreement (except as set forth in this Agreement and the applicable Operating Agreement as in effect on the date hereof and except for restrictions on transferability that are customarily included in estate planning structures) restricting the transfer of any member, partner or other equity interests of the Carlyle Parent Entities; or (iv) is currently required to file pursuant to Section 12 of the Exchange Act, a registration statement relating to any

class of its debt or equity securities. The sole general partners or managing members of the Carlyle Parent Entities are as set forth on Schedule 6.2(a).

(b) As of the date hereof and as of the Closing, all of the ownership interests in each of the Carlyle Parent Entities are held by those Persons set forth in Schedule 6.2(b) and such schedule accurately sets forth, in all material respects, the type and amount of interest held by such Persons. Each of the Carlyle Parent Entities has in place in its operating or other constituent documents adequate protections to insure that direct or indirect interests in them are held only by Carlyle Partners or Carlyle Personnel Related Parties.

(c) Except as set forth on Schedule 6.2(c), except for holdings by the Managed Funds and except for personal co-investments, neither the Carlyle Parent Entities nor any of the Subsidiaries holds any material amount of Capital Stock in any other Person (other than the Subsidiaries).

(d) The issuance, sale and delivery of the Notes, the issuance and delivery of the Initial New Units, and the issuance and delivery of the Additional New Units, and Exchange Securities upon an Optional Exchange, each in accordance with this Agreement, have been duly authorized and reserved for issuance, as the case may be, by all necessary corporate or other organizational action. The Initial New Units, the Additional New Units and the Exchange Securities, when issued and delivered, will be duly and validly issued, fully paid and non-assessable and free and clear of all Liens (other than Liens created by the Subscription Agreement or this Agreement).

6.3 Capitalization of Partner Holding Companies

Except as contemplated by this Agreement or any Operating Agreement as in effect on the date hereof or as set forth on Schedule 6.3, there are no (a) securities convertible into or exchangeable or exercisable for any partnership or other equity interests in any Partner Holding Company; (b) any rights or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, any partnership or other equity interests or securities convertible into or exchangeable or exercisable for any partnership or other equity interests in any Partner Holding Company; or (c) any bonus or other arrangement based on the value of the equity of such Partner Holding Company.

6.4 Compliance with Other Instruments; Registration

Except as would not reasonably be expected to have a Material Adverse Effect, (a) none of the Carlyle Parent Entities, the Subsidiaries, or any investment fund managed by any of the Carlyle Parent Entities or any of their Subsidiaries (the "**Managed Funds**"; for avoidance of doubt, "Managed Funds" includes all co-investment funds) is in violation of any term of its Operating Agreement or constituent documents or of any agreement or instrument to which it is a party or by which it or any of its respective properties or assets is bound, and (b) none of the Carlyle Parent Entities, the Subsidiaries, or the Managed Funds is in violation of any Applicable Law, ordinance, rule or regulation or any applicable order, judgment or decree of any

Governmental Authority. Neither the execution and delivery of the Transaction Documents nor the consummation of the transactions contemplated hereby and thereby, (a) will result in any violation of or be in conflict with or constitute a default under (with or without lapse of time, notice or both) (i) any term of the Operating Agreements or constituent document or, (ii) except as would not reasonably be expected to have a Material Adverse Effect, any agreement or instrument to which any Carlyle Parent Entity, Subsidiary, Managed Fund or Partner Holding Company is a party or by which it or its properties or assets are bound or, (iii) except as would not reasonably be expected to have a Material Adverse Effect, any Applicable Law, ordinance, rule or regulation or any applicable order of any Governmental Authority or, (b) except as expressly provided in this Agreement, any of the Transaction Documents or the applicable Operating Agreement or as would not reasonably be expected to have a Material Adverse Effect, will result in the creation of any Lien upon any of the properties or assets of any of the Carlyle Parent Entities. Assuming the accuracy of the representations of the Mubadala Investors pursuant to Section 7, the sale of the Securities pursuant to this Agreement is not subject to the registration requirements of Section 5 of the Securities Act.

6.5 Valid and Binding Agreements

Each of the Transaction Documents has been duly authorized, executed and delivered by each of the Carlyle Parent Entities and Partner Holding Companies and, when duly executed and delivered by the other parties hereto, will be the valid and binding obligation of the Carlyle Parent Entities and Partner Holding Companies, enforceable in accordance with its terms, except (a) as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (b) that the remedies of specific performance, injunction and other forms of equitable relief may not be available because they are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought. The Registration Rights Agreement shall be, when executed and delivered, duly authorized, executed and delivered by the IPO Entity and when duly executed and delivered by the other parties hereto, will, subject to customary qualifications concerning the unenforceability of the indemnification provisions therein as a result of considerations of public policy, be the valid and binding obligation of the IPO Entity, enforceable in accordance with its terms, except (i) as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) that the remedies of specific performance, injunction and other forms of equitable relief may not be available because they are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought.

6.6 Financial Statements

The respective audited combined and consolidated financial statements of the Combining Companies (as defined in such Financial Statements) for the years ended December 31, 2009 and December 31, 2008 and the unaudited combined and consolidated financial statements of the Combining Companies (as defined in such Financial Statements) for the quarter ended September 30, 2010 made available to the Mubadala Investors (the "**Financial Statements**") (a) have been prepared in conformity with GAAP (without regard to EITF 04 05 or FIN 46 in the case of the unaudited quarterly Financial Statements) and (b) present fairly, in all material

respects, the combined and consolidated financial position of the Combining Companies, and the combined and consolidated results of their operations and their cash flows, in each case, as of the dates thereof or for the periods indicated, as the case may be.

6.7 Absence of Certain Changes or Events

Since December 31, 2009, except as previously disclosed in writing to the Mubadala Investors or as disclosed in any of the Financial Statements, (a) there has not been any transaction or occurrence, including, without limitation, departure, or notice of departure, of key personnel, or liquidation or disposition of Portfolio Companies or other investments outside the ordinary course of business which has resulted in a Material Adverse Effect, and (b) there has not been any increase or change in the compensation or benefits payable or to become payable to employees, consultants, former employees, affiliates, other than in the ordinary course of business, which has resulted in a Material Adverse Effect.

6.8 No Undisclosed Liabilities

To the knowledge of the Carlyle Parent Entities, none of the Carlyle Parent Entities or their Subsidiaries has at the date hereof any outstanding claims, liabilities or indebtedness, accrued or unaccrued contingent or fixed ("**Liabilities**"), except (a) Liabilities disclosed or reflected in the Financial Statements; and (b) Liabilities that would not reasonably be expected to have a Material Adverse Effect.

6.9 Taxes

Except for matters that would not reasonably be expected to have a Material Adverse Effect, (a) each of the Carlyle Parent Entities and their Subsidiaries has duly filed with the appropriate federal, state, local and foreign taxing authorities all returns and reports required to be filed by, or with respect to, it; (b) such reports are true, correct and complete; (c) each of the Carlyle Parent Entities and their Subsidiaries has paid in full, or has made adequate provision in the Financial Statements for, all material taxes of such entity shown to be due on such returns; (d) no Carlyle Parent Entity or Subsidiary has received any written notice of deficiency or assessment from any federal, state, local or foreign taxing authority with respect to liabilities for taxes of such entity which has not been fully paid or finally settled, and has no knowledge of any intention by such taxing authority to issue such a notice to any such entity; and (e) each of the Carlyle Parent Entities is treated as a partnership for U.S. federal income tax purposes. For the purposes of this Agreement, the terms "tax" and "taxes" shall include all federal, state, local and foreign taxes, assessments, duties, tariffs, registration fees, and other governmental charges including without limitation all income, franchise, property, production, sales, use, payroll, license, windfall profits, severance, withholding, excise, gross receipts and other taxes, as well as any interest, additions or penalties relating thereto and any interest in respect of such additions or penalties and "returns" shall include all information returns or reports.

6.10 Litigation; Orders.

Except as set forth on Schedule 6.10, (a) there are no lawsuits, actions, administrative or other proceedings or governmental investigations pending or, to the knowledge of the Carlyle

Parent Entities and the Partner Holding Companies, threatened against any Partner Holding Company, Carlyle Parent Entity or Subsidiary, or to the knowledge of the Carlyle Parent Entities and the Partner Holding Companies that could directly affect any Partner Holding Company, Carlyle Parent Entity or Subsidiary (other than litigation involving Portfolio Companies), and that, in any such case, would reasonably be expected to have a Material Adverse Effect and (b) there are no judgments or outstanding orders, injunctions, decrees, stipulations or awards rendered by a Governmental Authority against any Partner Holding Company, Carlyle Parent Entity, Subsidiary or any of their respective properties or businesses that would reasonably be expected to have a Material Adverse Effect.

6.11 Related Party Transactions

Set forth on Schedule 6.11 is a list of all agreements or arrangements between any Carlyle Parent Entity or Subsidiary and any Founder or Partner Holding Company entered into since December 31, 2009, that call for a payment or provision of benefit of more than $1,000,000 per year to a Carlyle Partner or Partner Holding Company. Except as set forth on Schedule 6.11 and in respect of securities of publicly traded entities owned by such Carlyle Partner, no Carlyle Partner has had any interest in any entity (other than a Carlyle Company) that has provided since December 31, 2009, or currently provides services, leases assets, supplies goods, or lends funds to any of the Carlyle Parent Entities, Subsidiaries or the Carried Interest Holdco in an amount greater than $1,000,000 per year.

6.12 Operating Agreements; CalPERS Agreement; Subscription Agreement

Except as set forth on Schedule 6.12, since October 10, 2007 none of (a) the Operating Agreements, (b) the operating agreements of the Partner Holding Companies and (c) the Subscription and Equity Holder Agreement, dated as of February 1, 2001, by and among the Carlyle Parent Entities, the Partner Holding Companies and CalPERS and any side letters related thereto, in each case, as amended to the date hereof, has been modified, amended, restated or waived.

6.13 Liquidity Events

Except as previously disclosed in writing to the Mubadala Investors, since December 31, 2009, there have not been any distributions in a cumulative aggregate amount greater than $5,000,000 from the Carlyle Parent Entities. All of the liquidations and dispositions of Portfolio Companies and equity distributions, redemptions and similar transfers made by any of the Carlyle Parent Entities since December 31, 2009 have been previously disclosed in writing to the Mubadala Investors.

6.14 Finders' and Brokers' Fees

None of the Carlyle Parent Entities has entered into any agreement to pay any brokers' or finders' fees to any Person with respect to this Agreement or the issuance and sale of the Securities contemplated hereby.

6.15 Conduct of the Carlyle Business

Except as set forth on Schedule 6.15, all of the activities of the Carlyle Business are conducted by the Carlyle Parent Entities and their direct and indirect Subsidiaries. Without limiting the foregoing, except as set forth on Schedule 6.15, the Carlyle Parent Entities are entitled to all Fees and Carry earned in connection with, and all other income and/or assets that comprise, the Carlyle Business, except for (a) amounts allocable to the Class B interests of the subsidiaries of the Carried Interest Entities, which are reflected as minority interests and (b) co-investments, in each case reflected in the Financial Statements.

7. REPRESENTATIONS AND WARRANTIES OF HOLDERS.

Each Holder (or Note Holder or Mubadala Investor, as applicable) as of the date of such Holder's acquisition of any Securities represents to the Carlyle Parent Entities, solely as to itself (and not with respect to any other Holder) as follows:

7.1 No Registration

Such Holder has been advised that (a) the Securities sold pursuant hereto have not been registered under the Securities Act; (b) the Securities must be held for an indefinite period and such Holder must continue to bear the economic risk of its investment in the Securities unless they are subsequently registered under the Securities Act or an exemption from such registration is available; (c) there can be no guarantee that there will be any public market for the Interests; (d) Rule 144 promulgated under the Securities Act ("**Rule 144**") is not currently available with respect to sales of any interests in the Issuers, including the Securities, and the Issuers have made no covenant to such Holder to make Rule 144 available; (e) if the Rule 144 exemption is not available, public offer or sale of the Securities without registration will require the availability of an exemption under the Securities Act; and (f) this Agreement and the Amended Subscription Agreement may restrict the sale or transfer of the Securities.

7.2 Purchase for Investment, etc.

(a) Such Holder represents that it is purchasing the Securities for its own account, for investment purposes only and not with a view to, or for resale in connection with, the distribution or other disposition thereof or with any present intention of distributing or reselling any portion thereof, without prejudice, however, to such Holder's rights, subject to the terms of this Agreement, to sell or otherwise dispose of all or any part of the Securities in compliance with the provisions of the Securities Act and all applicable state securities or "blue sky" laws.

(b) Such Holder is an "accredited investor," as such term is defined in Regulation D under the Securities Act, or otherwise has such knowledge and experience in financial and business matters that such Holder is capable of evaluating the merits and risks of its investment hereunder. Such Holder is aware that it must bear the economic risk of such investment for an indefinite period of time since, in the view of the Commission, the statutory basis for exemption from registration under the Securities Act would not be present if such representation meant merely that the present intention of such Holder is to hold these securities for a deferred sale or for any fixed period in the

future. Such Holder can afford to bear such economic risk and can afford to suffer the complete loss of its investment hereunder. Such Holder is a "qualified purchaser," as such term is defined in the Investment Company Act of 1940.

7.3 Participation in Certain Distributions

Each Mubadala Investor acknowledges and agrees that up to $400,000,000 of the Purchase Price may be distributed to the Issuers' existing members or partners, as applicable, and that the Mubadala Investors will not be eligible to receive such distributions, except to the extent of their ownership of Existing Units.

7.4 Tax Status

Each Note Holder represents to each Issuer that such Note Holder is a Non-U.S. entity that is exempt from U.S. federal income tax under Section 892(a)(1) of the Code. Each Note Holder agrees that it will provide each Issuer an executed IRS Form W-8EXP (or other appropriate form) indicating that it is not subject to withholding tax (including backup withholding) and further agrees to promptly provide a new IRS Form W-8EXP confirming its status with respect to the information provided on its original IRS Form W-8EXP if such information changes or if an updated IRS Form W-8EXP or its equivalent is required to be held on file in order for such Issuer to continue to recognize the withholding exemption.

7.5 Authority; Binding Effect; No Conflicts

Each Mubadala Investor has the legal capacity, power and authority to enter into this Agreement and each of the other Transaction Documents and to consummate the transactions contemplated hereby and thereby, and to purchase the Securities as provided herein. Each of the Transaction Documents has been duly authorized and executed and delivered by each such Mubadala Investor and, when duly executed and delivered by the Carlyle Parent Entities and the Partner Holding Companies, will be the valid and binding obligation of such Mubadala Investor enforceable in accordance with its terms, except (a) as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (b) that the remedies of specific performance, injunction and other forms of equitable relief may not be available because they are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought. The Registration Rights Agreement shall be, when executed and delivered, duly authorized, executed and delivered by the applicable Mubadala Investors and when duly executed and delivered by the other parties hereto, will, subject to customary qualifications, be the valid and binding obligation of such Mubadala Investors, enforceable in accordance its terms, except (a) as may be limited by or subject to any bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (b) that the remedies of specific performance, injunction and other forms of equitable relief may not be available because they are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought. Neither the execution and delivery of this Agreement or any of the other Transaction Documents, nor the consummation of the transactions contemplated hereby or thereby, will result in any violation of or be in conflict with or constitute a default under, as applicable, such Mubadala Investor's

charter, bylaws or similar organizational or governing documents or under any agreement or instrument to which such Mubadala Investor is a party or by which any of its properties or assets is bound or any applicable law, ordinance, rule or regulation or any applicable order of any Governmental Authority, which violation, conflict or default may reasonably be expected to have a material adverse effect on the business, assets, properties, financial operations, or results of operations of such Mubadala Investor or the ability of such Mubadala Investor to perform its obligations under this Agreement or any of the other Transaction Documents, or to consummate the transactions contemplated hereby or thereby or, to the knowledge of such Mubadala Investor, have a Material Adverse Effect. The execution, delivery and performance of this Agreement by such Mubadala Investor does not require any further consent of any third party or any Governmental Authority (including, without limitation, the government of the Emirate of Abu Dhabi and/or the United Arab Emirates).

7.6 Compliance with Law

To the knowledge of each of the Mubadala Investors, none of the Mubadala Investors, nor any Person acting on their behalf has, in connection with the purchase and sale of the Securities contemplated hereunder, paid, accepted, received or been promised any unlawful contributions, payments, expenditures or gifts in violation of the Foreign Corrupt Practices Act of 1977 or other applicable anti-bribery laws.

7.7 Finders' and Brokers' Fees

None of the Mubadala Investors or any of their Affiliates has entered into any agreement to pay any brokers' or finders' fees to any Person with respect to this Agreement or the purchase and issuance and sale of the Securities contemplated hereby.

8. COVENANTS

On and after the Issue Date, until all Subordinated Note Debt shall have been indefeasibly paid in full in cash at maturity, upon acceleration or upon redemption, or exchanged for other equity securities pursuant to Section 5, each of the Issuers shall comply with the provisions of this Section 8; *provided*, *however*, that notwithstanding any provision hereof to the contrary, none of the Issuers shall be required to comply with the provisions of this Section 8 at any time prior to the Issue Date.

8.1 Use of Proceeds

(a) The Issuers shall not, without the prior consultation of the Mubadala Investors, use the proceeds from the sale of the Securities in a manner that is materially inconsistent with the following: (i) subject to Section 7.3, up to $400,000,000 shall be distributed to the Issuers' existing members or partners, as applicable (the "**Special Distribution**"); (ii) $94,000,000 (less expenses incurred in connection with the transactions contemplated hereby, but excluding the expenses described in the following clause (iii)) shall be used to fund operations, corporate acquisitions and balance sheet investments of the Issuers and their Subsidiaries; and (iii) the transaction expenses of the Mubadala Investors shall be reimbursed in accordance with Section 8.2. The parties acknowledge and agree that the Special Distribution may be made in such amounts and at

such times as the Carlyle Partner Entities shall determine in their sole discretion; *provided* that, subject to Section 7.3, (i) the Mubadala Investors shall receive on or prior to December 31, 2010, their pro-rata share of any portion of the Special Distribution that the Carlyle Parent Entities elect to distribute on or prior to such date and (ii) Special Distributions aggregating an amount equal to no less than the portion of the Purchase Price allocated to the New Units as set forth on Final Allocation Schedule shall be made prior to the twenty-three month anniversary of the Closing.

(b) For all U.S. federal, state and local tax purposes only, the parties agree to treat the portion of any distribution in the preceding paragraph which is attributable to the purchase price of the New Units as a purchase of equity interests in the Issuers by the Mubadala Investors from the existing members or partners (other than the Mubadala Investors), as applicable, of the Issuers who receive such distributions from the Issuers. For purposes of the preceding sentence, (i) all distributions shall be attributable to the purchase price of the New Units until the total amount of all such distributions equals the amount set forth in the Final Allocation Schedule as the purchase price for the New Units issued by the Issuers and all distributions above such amount shall be attributable to the Notes; (ii) the amount of the distributions made by the Issuers that shall be so treated shall be allocated *pro rata* among the Issuers in accordance with the relative purchase price of the Units issued by the Issuers as set forth in the Final Allocation Schedule; and (iii) the purchase price deemed paid to each such existing member or partner, as applicable, of an Issuer shall be equal to the amount of the distribution received by such existing member or partner from such Issuer that is so treated plus any reduction of such member or partner's share of the liabilities of such Issuer resulting from such purchase.

8.2 Payment of Transaction Expenses

The Issuers shall reimburse the Mubadala Investors at Closing an amount equal to $6,000,000 for costs and expenses incurred in connection with the transactions contemplated hereby.

8.3 Payment of Notes and Maintenance of Office

Each Issuer will punctually pay, or cause to be paid, the principal of and interest on its respective Notes on the dates and in the manner provided for in the Notes and in this Agreement. Each Issuer will maintain an office at the address provided in Section 16.1 where notices, presentations and demands in respect hereof or the Notes may be made upon it. Such office will be maintained at such address until such time as the Issuers provide prior written notice to each of the Holders of any change of location of such office, which office will in any event be located within the United States of America.

8.4 Waiver of Stay, Extension or Usury Laws

Each of the Issuers and Guarantors covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury law or other law that would prohibit or forgive any Issuer from paying all or any portion of the principal of or interest on the

Notes or any Guarantor from making any payment under its Guarantee, in each case as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Agreement; and (to the extent that they may lawfully do so) each of the Issuers and Guarantors hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to each Note Holder, but will suffer and permit the execution of every such power as though no such law had been enacted.

8.5 Restricted Payments

(a) Each of the Carlyle Parent Entities covenants and agrees that for so long as any Notes remain outstanding and until all principal and accrued interest on the Notes has been paid in full, unless the Mubadala Investors shall otherwise consent in writing, the Carlyle Parent Entities shall not make any Restricted Payments to any Partner Holding Company and/or its respective Affiliates with the proceeds from (i) any issuances of Senior Debt or pari passu debt (*provided* that the Carlyle Parent Entities shall be permitted (so long as a Carlyle Parent Entity is not in breach of a material obligation under this Agreement, including but not limited to, the occurrence of an Event of Default, which breach or Event of Default has not been cured) to make such distributions with the proceeds from issuances of pari passu debt which, in the aggregate, are not in excess of $500,000,000) or (ii) any sale or other disposition of all or any part of its properties or assets, including any disposition as part of any sale and leaseback transactions (other than sales of investment assets in the ordinary course of business).

(b) Each of the Issuers and Guarantors covenants and agrees that during and for so long as a Redemption Default has occurred and is continuing, no Issuer shall make any Restricted Payments in respect of any Carry and Fees.

8.6 Notice of Senior Debt Default

Each of the Issuers acknowledges that at the time of any payment or distribution by any Issuer of cash, securities or other property, by set-off or otherwise, on account of the Obligations consisting of, or in respect of, the Subordinated Note Debt, the Issuers shall be deemed to confirm in each instance that such Issuer is not subject to any Senior Payment Default at the time of such payment or distribution, unless the Issuers shall provide written notice to the contrary.

9. SUCCESSOR ENTITIES

9.1 Merger, Consolidation and Sale of Assets

None of the Issuers or Guarantors shall be a party to a Substantially All Merger or participate in a Substantially All Sale, unless:

(a) such Issuer or Guarantor shall be the surviving or continuing entity or the Person (if other than an Issuer) formed or surviving such Substantially All Merger or to which such Substantially All Sale has been made (the "**Surviving Entity**") and shall expressly assume, by a supplemental agreement executed and delivered to the Note Holders, the due and punctual payment of the principal of and interest on all of the Notes

and the performance of every covenant of the Notes and this Agreement on the part of such Issuer or Guarantor to be performed or observed;

(b) immediately after giving effect to such transaction, no Default or Event of Default has occurred and is continuing;

(c) such Issuer has complied with its obligations pursuant to Section 4.2 with respect to a Change of Control; and

(d) such Issuer, Guarantor or the Surviving Entity, as the case may be, shall have made available for inspection by each Note Holder an Officer's Certificate and an Opinion of Counsel, each stating that such transaction and, if a supplemental agreement is required in connection with such transaction, such supplemental agreement, complies with the applicable provisions of this Agreement and that all conditions precedent in this Agreement relating to such transaction have been satisfied; *provided*, *however*, that such counsel may address such Opinion of Counsel to such Issuer, Guarantor or the Surviving Entity and rely, as to matters of fact, on a certificate or certificates of officers thereof.

9.2 Successor Entity Substituted

Upon any Substantially All Merger or Substantially All Sale in accordance with Section 9.1, in which an Issuer or Guarantor is not the Surviving Entity, the Surviving Entity shall succeed to, and be substituted for, and may exercise every right and power of, such Issuer or Guarantor under this Agreement and the Notes with the same effect as if such Surviving Entity had been named as such and, excepts in the case of a lease, such Issuer or Guarantor shall be released from all of its liabilities and obligations under this Agreement and the Notes.

10. REMEDIES

10.1 Events of Default

An "**Event of Default**" means any of the following events:

(a) the failure to pay interest on any Notes when the same becomes due and payable and the failure continues for a period of 30 days;

(b) the failure to pay the principal on any Notes, when such principal becomes due and payable, at maturity, upon redemption (including any installment payments) or otherwise, in accordance with the terms hereof and/or the Note;

(c) the failure to exchange the Notes in accordance with Section 5 (following the proper tender of such Notes in accordance with Section 5), which failure continues for a period of ten calendar days;

(d) (i) the failure to pay at maturity the principal and interest on any outstanding indebtedness which defaulted amount is $75,000,000 or more; or (ii) the default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by

the Carlyle Parent Entities (or the payment of which is guaranteed by the Carlyle Parent Entities), other than Indebtedness owed to the Carlyle Parent Entities, whether such Indebtedness or guarantee now exists, or is created after the date hereof, which default results in the acceleration of such Indebtedness prior to its maturity; *provided* that the principal amount of such accelerated Indebtedness is $75,000,000 or more;

(e) the failure of the Issuers, the Guarantors or any Subsidiary to pay one or more final judgments in excess of $75,000,000 in the aggregate (net of any amounts which are covered by insurance or bonded), which judgments are not discharged or effectively waived or stayed for a period of 30 days, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of the Issuers, the Guarantors or any Subsidiary to enforce any such judgment;

(f) any Issuer or Guarantor, pursuant to or under or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case or proceeding;

(ii) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(iii) consents to the appointment of a Custodian of it or for all or substantially all of its property;

(iv) makes a general assignment for the benefit of its creditors; or

(v) shall generally not pay its debts when such debts become due;

(g) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against any Issuer or Guarantor in an involuntary case or proceeding;

(ii) appoints a Custodian of any Issuer or Guarantor for all or substantially all of its Properties; or

(iii) orders the liquidation of any Issuer or Guarantor; and in each case the order or decree remains unstayed and in effect for 60 days; or

(h) any Guarantee ceases to be in full force and effect or any Guarantee is declared to be null and void or invalid and unenforceable or any Guarantor denies or disaffirms its liability under its Guarantee (other than by reason of release of such Guarantor in accordance with the terms of this Agreement).

10.2 Acceleration.

Upon the occurrence of an Event of Default specified in Section 10.1 (other than an Event of Default specified in clauses (f) or (g) of Section 10.1 relating to an Issuer), the Note Holders of at least 25% in principal amount of the outstanding Notes may declare the principal of, premium, if any, and accrued and unpaid interest on all the Notes to be due and payable by notice in writing to the Issuers specifying the Event of Default and that it is a "notice of acceleration" and the same shall become immediately due and payable *provided*, *however*, that so long as any Designated Senior Debt is outstanding, such declaration shall not become effective until the date of the acceleration of any Designated Senior Debt. If an Event of Default of the type described in clauses (f) or (g) of Section 10.1 relating to the Issuers occurs and is continuing, then all unpaid principal amount of, and premium, if any, and accrued and unpaid interest on all of the outstanding Notes shall *ipso facto* become and be immediately due and payable without any declaration or other act on the part of any Note Holder.

At any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraph, the Note Holders of a majority in aggregate principal amount of the Notes then outstanding by written notice to the Issuers may rescind and cancel such declaration and its consequences:

(a) if the rescission would not conflict with any judgment or decree;

(b) if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of such acceleration;

(c) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid; and

(d) in the event of the cure or waiver of an Event of Default of the type described in clauses (g) or (h) of Section 10.1 relating to an Issuer, an Officer's Certificate and an Opinion of Counsel to the effect that such Event of Default has been cured or waived shall have been made available for inspection by each Note Holder; *provided*, *however*, that such counsel may address such Opinion of Counsel to such Issuer, Guarantor or Surviving Entity and rely, as to matters of fact, on a certificate or certificates of officers of the Issuers.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

10.3 Other Remedies

If an Event of Default occurs and is continuing, the Note Holders may pursue any available remedy by proceeding at law or in equity to collect the payment of the principal of, premium, if any, or interest on the Notes or to enforce the performance of any provision of the Notes or this Agreement, including injunction and specific performance.

A delay or omission by any Note Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative to the extent permitted by law.

10.4 Waiver of Past Defaults

At any time prior to the declaration of acceleration of the Notes, the Note Holders of not less than a majority in aggregate principal amount of the Notes then outstanding by notice to the Issuers may, on behalf of the Note Holders of all of the Notes, waive any existing Default or Event of Default and its consequences under this Agreement, except a Default or Event of Default specified in clauses (a) or (b) of Section 10.1 or in respect of any provision hereof which cannot be modified or amended without the consent of the Note Holder so affected pursuant to Section 16.6. When a Default or Event of Default is so waived, it shall be deemed cured and shall cease to exist.

10.5 Control by Majority

The Note Holders of not less than a majority in aggregate principal amount of the outstanding Notes shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Note Holders.

10.6 Right of Note Holders To Receive Payment

Notwithstanding any other provision in this Agreement, the right of any Note Holder to receive payment of the principal of, premium, if any, and interest on such Note, on or after the respective due dates expressed or provided for in such Note, or to bring suit for the enforcement of any such payment on or after the respective due dates, is absolute and unconditional and shall not be impaired or affected without the consent of the Note Holder.

10.7 Restoration of Rights and Remedies

If any Note Holder has instituted any proceeding to enforce any right or remedy under this Agreement or any Note and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to such Note Holder, then and in every such case the Issuers and the Note Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions under this Agreement, and thereafter all rights and remedies of the Note Holders shall continue as though no such proceeding had been instituted.

11. SUBORDINATION

11.1 General

Each of the Issuers agrees, and each Note Holder by accepting a Note agrees, that (a) any payment or distribution by any Person of cash, securities or other property, by set-off or otherwise, on account of the Obligations consisting of, or in respect of, the Subordinated Note Debt, (b) any redemption, purchase or other acquisition of such Obligations by any Person or (c)

the granting of any lien or security interest to or for the benefit of the holders of such Obligations in or upon any property of any Person (clauses (a), (b), (c) together, "**Distributions**") is subordinated in right of payment, to the extent and in the manner provided in this Section 11, to the prior Payment-in-Full of all existing and future Senior Debt of the Issuers and that such subordination is for the benefit of and enforceable by the holders of the Senior Debt. For purposes of clarification, the parties hereto acknowledge that the exchange or conversion by a Note Holder into Capital Stock or other securities that are junior and subordinated to any and all Senior Debt on the same basis as the Notes are junior and subordinated to Senior Debt as provided in Section 11 or on a basis that is no less favorable to the holders of Senior Debt than the Notes shall not be deemed to be a "Distribution" for purposes of this Agreement and shall not be subject to any restrictions set forth in this Section 11.

11.2 Insolvency

In the event of any Insolvency Proceeding:

(a) the Senior Debt shall first be Paid-in-Full before any Distribution (whether by purchase, acquisition or otherwise), whether in cash, Cash Equivalents, securities or other Property, shall be made to any holder of any Subordinated Note Debt on account of such Subordinated Note Debt;

(b) during any Insolvency Proceeding, any Distribution which would otherwise (but for this Section 11) be payable or deliverable in respect of Subordinated Note Debt shall be paid or delivered directly to (i) at any time prior to the Payment-in-Full of the Senior Credit Agreement Obligations, the Senior Credit Agreement Holders, and (ii) at any time after the Payment-in-Full of the Senior Credit Agreement Obligations, the holders of the Senior Debt in accordance with the priorities then existing among such holders and Section 11.6 until all Senior Debt shall have been Paid-in-Full;

(c) at any time prior to the Payment-in-Full of the Senior Credit Agreement Obligations, each holder of the Subordinated Note Debt

(i) agrees to file or cause to be filed on its behalf an appropriate proof of claim in respect of such holder's Subordinated Note Debt and take such action, to the extent commercially reasonable, to cause such proof of claim to be approved in such Insolvency Proceeding;

(ii) irrevocably authorizes, empowers and directs any debtor, debtor in possession, receiver, trustee, liquidator, custodian, conservator or other Person having authority, to pay or otherwise deliver all such Distributions to the Senior Administrative Agent for the application to the Senior Credit Agreement Obligations until all Senior Credit Agreement Obligations have been Paid-in-Full; and

(iii) irrevocably authorizes and empowers the Senior Administrative Agent, in the name of each such holder of the Subordinated Note Debt, to demand, sue for, collect and receive any and all such Distributions until all Senior Credit Agreement Obligations have been Paid-in-Full.

(d) during any Insolvency Proceeding, prior to the Payment-in-Full of the Senior Credit Agreement Obligations, each holder of the Subordinated Note Debt hereby agrees not to initiate, prosecute or participate in any claim, action or other proceeding challenging the enforceability, validity, perfection or priority of the Senior Debt or any liens and security interests securing, or purporting to secure, the Senior Debt;

(e) during any Insolvency Proceeding, prior to the Payment-in-Full of the Senior Credit Agreement Obligations, no holder of the Subordinated Note Debt will object to, or otherwise contest (or support any other Person contesting), any motion for relief from the automatic stay or from any injunction against foreclosure or enforcement in respect of Senior Debt made by any holder of the Senior Debt; and

(f) during any Insolvency Proceeding, prior to the Payment-in-Full of the Senior Credit Agreement Obligations, no holder of the Subordinated Note Debt will object to, or otherwise contest (or support any other Person contesting), (i) any request by any Issuer or any Guarantor to provide the holder of the Senior Debt with adequate protection or (ii) any objection by the holders of the Senior Debt to any motion, relief, action or proceeding based on the holders of the Senior Debt claiming a lack of adequate protection;

provided, *however*, that nothing in this Section 11 shall be deemed to prohibit or limit the right of any holder of Subordinated Note Debt (or any representative thereof) to serve on any official committee of creditors in any such Insolvency Proceeding.

11.3 Payment Default in Respect of Senior Debt

Unless Section 11.2 shall be applicable, if a Senior Payment Default exists that would permit the holders of the Designated Senior Debt to declare such Designated Senior Debt due and payable, then, unless and until

(a) such Senior Payment Default shall have been (i) cured (which cure has been acknowledged in writing by the requisite holders of the applicable Designated Senior Debt) or (ii) waived (in writing by the requisite holders of the applicable Designated Senior Debt), or

(b) the Designated Senior Debt has been Paid-in-Full (each of the events described in clauses (a) and (b), a "**Cure Event**"),

the Issuers shall not make any Distributions for or on account of any Subordinated Note Debt. The Issuers shall give prompt written notice to each holder of Subordinated Note Debt to the address specified in the Security Register as of the date of such notice of its knowledge of facts that would give rise to any Senior Payment Default; *provided*, *however*, that the effectiveness of this Section 11.3 on the Issuers shall not be affected by any failure to deliver any such notice.

All payments in respect of Subordinated Note Debt postponed during any Senior Payment Default shall be immediately due and payable upon the occurrence of a Cure Event with respect to such Senior Payment Default (together with such additional interest and other payments as is provided for herein and in the Notes for late payment of principal and interest or an Event of Default).

11.4 Senior Nonpayment Default in Respect of Designated Senior Debt

Unless Section 11.2 shall be applicable, if:

(a) any Senior Nonpayment Default shall have occurred; and

(b) the Issuers receive written notice (a "**Nonpayment Default Notice**") of the happening of such Senior Nonpayment Default that would permit the holders of the Designated Senior Debt to declare such Designated Senior Debt due and payable, stating that such notice is a payment blockage notice pursuant to this Section 11.4;

then, the Issuers shall not make any Distributions for or on account of any Subordinated Note Debt for a period (each, a "**Payment Blockage Period**") commencing on the Payment Blockage Period Commencement Date in respect of such Payment Blockage Period and ending on the Payment Blockage Period Termination Date in respect of such Payment Blockage Period, *provided*, *however*, that:

(i) in no event shall the total number of days during which any Payment Blockage Period or Periods on the Notes is in effect exceed 180 days in the aggregate during any consecutive 365 day period, and there must be at least 185 days during any consecutive 365 day period during which no Payment Blockage Period is in effect;

(ii) no more than one Payment Blockage Periods shall be in effect during any period of 365 consecutive days, irrespective of the number of defaults with respect to Senior Debt during such period; and

(iii) no Payment Blockage Period may be imposed as a result of any Senior Nonpayment Default that served as the basis for such Payment Blockage Period, unless such Senior Nonpayment Default has been cured or waived for a period of 90 consecutive days.

All payments in respect of Subordinated Note Debt postponed during any Payment Blockage Period shall be immediately due and payable upon the termination thereof (together with such additional interest and other payments as is provided for herein and in the Notes for late payment of principal and interest or an Event of Default).

The Issuers shall give prompt written notice to each holder of Subordinated Note Debt of its receipt of any Nonpayment Default Notice under this Section 11.4.

11.5 Standstill

None of the Note Holders shall (i) take any action or institute any proceedings to collect or enforce the payment of any of the principal of or interest or other payment obligations of the Issuers in respect of the Notes under this Agreement or any other Obligations relating to the repayment or payment of principal, interest or other payment obligations with respect to the Notes, (ii) commence or join in the commencement of a proceeding under any Insolvency Proceeding in their capacity as Holders of Notes (it being understood that the Holders of the

Notes may participate in any such proceeding not commenced by the Holders of the Notes in such capacity solely to the extent necessary to maintain their claims to, and to preserve their rights in respect of, the Notes), (iii) accelerate all of any portion of the Notes, or (iv) direct any other Person to do any of the foregoing until both (A) the holders of Designated Senior Debt are given written notice (a "**Subordinated Action Notice**") of the intent to take such action and (B) the earlier of the following shall have occurred: (i) acceleration of the Senior Debt and (ii) the passage of 180 days from the receipt by holders of Designated Senior Debt of the applicable Subordinated Action Notice (120 days in the case of an Event Default under Section 10.1(a) or Section 10.1(b) if the applicable Event of Default described in such Subordinated Action Notice shall not have been cured or waived in such period (each such period referred to as a "Standstill Period"); provided, however, that (1) one or more Standstill Periods may exist concurrently and (2) the Standstill Period shall terminate sooner upon the earliest to occur of (i) the acceleration of all or any or any portion of Designated Senior Debt, or (ii) the Payment-in-Full of Designated Senior Debt.

11.6 Turnover of Payments

(a) If any payment or distribution shall be paid to or collected or received by any holders of Subordinated Note Debt in contravention of any of the terms of this Section 11 or Section 12.13, then such holders of Subordinated Note Debt will promptly deliver such payment or distribution, to the extent necessary to pay all such Senior Debt in full, to (i) at any time prior to the Payment-in-Full of the Senior Credit Agreement Obligations, the Senior Credit Agreement Holders, and (ii) at any time after the Payment-in-Full of the Senior Credit Agreement Obligations, the holders of the Senior Debt, and, until so delivered, the same shall be held in trust by such holders of Subordinated Note Debt as the property of the holders of such Senior Debt. If any amount is delivered pursuant to this Section 11.6, regardless of whether such amounts have been applied to the payment of Senior Debt, and the outstanding Senior Debt shall thereafter be Paid-in-Full, the holders of Senior Debt shall return to such holders of Subordinated Note Debt an amount equal to the amount delivered to such holders of Senior Debt pursuant to this Section 11.6, so long as immediately after the return of such amounts the Senior Debt shall remain Paid-in-Full.

(b) No Note Holder shall be required to turnover to the holders of the Senior Debt pursuant to this Section 11.6, any payments or distributions collected or received by such Note Holder prior to delivery to the Note Holders of written notice of the occurrence of a Senior Nonpayment Default in accordance with Section 16.1; *provided* that this clause (b) shall not be applicable to the extent any such covenant or distribution was received or collected at any time a Senior Payment Default exists or is in violation of Section 11.3 or Section 11.5.

11.7 Subordination Unaffected by Certain Events

No right of any holder of Senior Debt to enforce the subordination of the Subordinated Note Debt shall be impaired by any act or failure to act by the Issuers or by such holder's failure to comply with this Agreement. No right of any present or future holder of any Senior Debt to enforce the subordination herein provided shall at any time or in any way be prejudiced or

impaired by any failure to act on the part of the holders of any Senior Debt, regardless of any knowledge thereof that any such holder of Senior Debt may have or be otherwise charged with or any amendment or modification of or supplement to the Senior Debt or any exercise or non-exercise of any right, power or remedy under or in respect of the Senior Debt.

11.8 Waiver and Consent

Each Note Holder waives any and all notices of the acceptance of the provisions of this Section 11 or of the creation, renewal, extension or accrual thereof, now or at any time in the future, by any Senior Debt. The holders of the Senior Debt may from time to time and without notice to or the consent of any Note Holder:

(a) extend, renew, modify, waive or amend the terms of the Senior Debt;

(b) sell, exchange, release or otherwise deal with any Property securing any Senior Debt;

(c) release any guarantor or any other Person liable in respect of any Senior Debt;

(d) exercise or refrain from exercising any rights or Remedies against the Issuers or any other Person;

(e) apply any sums by whomever paid or however realized to Senior Debt; and

(f) take any other action that might be deemed to impair the rights of the lenders under the Senior Debt.

11.9 Reinstatement of Subordination

The obligations of each Note Holder under the provisions set forth in this Section 11 shall continue to be effective, or be reinstated, as the case may be, as to any payment in respect of any Senior Debt that is rescinded or must otherwise be returned by the holder of such Senior Debt upon the occurrence or as a result of any bankruptcy or judicial proceeding, all as though such payment had not been made.

11.10 Obligations Not Impaired

Nothing contained in this Section 11 shall impair, as between the Issuers and any Note Holder, any Obligation of the Issuers with respect to this Agreement and the Notes or the obligation of the Issuers to comply with each and every provision of the Notes and this Agreement, or prevent any Note Holder from exercising all rights, powers and remedies otherwise permitted by Applicable Law or under this Agreement or the Notes, all subject to the rights of the holders of the Senior Debt to receive cash, securities or other Property otherwise payable or deliverable to the Note Holders.

11.11 Payment of Senior Debt; Subrogation

Upon the Payment-in-Full of all Senior Debt outstanding at any time, the Note Holders shall be subrogated at such time to all rights of any holder of Senior Debt to receive any further payments or distributions applicable to the Senior Debt, until the Subordinated Note Debt shall have been paid in full, and such payments or distributions received by the Note Holders of cash, securities or other Property which are required to be turned over to holders of Senior Debt pursuant to Section 11.6, shall, as between the Issuers and their creditors other than the holders of Senior Debt, on the one hand, and the Note Holders, on the other hand, be deemed to be a payment by the Issuers on account of Subordinated Note Debt and not on account of Senior Debt. All rights of subrogation (whether arising under this Section 11, by contract, in law, in equity or otherwise) of the holders of the Subordinated Note Debt are subordinated and subject in right of payment to the Senior Debt in the same manner as the Subordinated Note Debt is subordinated to the Senior Debt under Section 11.1.

11.12 Reliance of Holders of Senior Debt

Each Note Holder by its acceptance thereof shall be deemed to acknowledge and agree that the foregoing subordination provisions are, and are intended to be, an inducement to and a consideration of each holder of any Senior Debt, to acquire and hold, or to continue to hold, such Senior Debt, and such holder of Senior Debt shall be deemed conclusively to have relied on such subordination provisions in acquiring and holding, or in continuing to hold, such Senior Debt. Each holder of Senior Debt is intended to be, and is, a third party beneficiary of this Section 11 and Section 12.13. Each Note Holder acknowledges and agrees that the provisions set forth in this Section 11 and Section 12.13 shall be enforceable against such Persons, directly or indirectly, by the holders of the Senior Debt. Notwithstanding anything contained in this Agreement or the Notes to the contrary, at any time that there is Senior Debt outstanding, no amendment, modification or supplement of Section 11, Section 12.13, Section 16.1 and any related definitions shall be effective as to any holder of Senior Debt without the consent of the Senior Administrative Agent (at any time prior to the Payment-in-Full of the Senior Credit Agreement Obligations) and the requisite holders of the Senior Debt.

11.13 Relative Rights

This Section 11 and Section 12.13 defines the relative rights of Note Holders and holders of Senior Debt. Nothing in this Section 11, Section 12.13 or the Notes shall: (a) impair, as between the Issuers and the Note Holders, the obligation of the Issuers, which is absolute and unconditional, to pay, when due, any amounts payable in accordance with the terms of the Notes and this Agreement; (b) affect the relative rights of the Note Holders and creditors of the Issuers other than their rights in relation to holders of Senior Debt; or (c) except as provided in Section 11 and Section 12.13, prevent the Note Holders from exercising their available remedies upon a Default or Event of Default, subject to the rights of holders and owners of Senior Debt to receive distributions and payments otherwise payable to the Note Holders.

11.14 Holder Entitled to Assume Payments Not Prohibited in Absence of Notice

Notwithstanding anything to the contrary in this Section 11 or elsewhere in the Notes, upon any distribution of property of the Issuers referred to in this Section 11, the Holders of the Notes shall be entitled to rely upon any order or decree made by any court of competent

jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending, or a certificate of the liquidating trustee or agent or other person making any distribution to the Note Holder for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Debt and other Indebtedness, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Section 11 so long as such court has been apprised of the provisions of, or the order, decree or certificate makes reference to, the provisions of this Section 11.

11.15 Section 11 Not to Prevent Events of Default

The failure to make a payment of any amounts payable under the Notes by reason of any provision of this Section 11 or Section 12.13 shall not be construed as preventing the occurrence of a Default or an Event of Default under Section 10.1. Subject to the provisions of this Section 11 and Section 12.13, nothing in this Section 11 shall in any way limit the rights of the Note Holders to pursue any other rights or remedies with respect to the Notes.

12. GUARANTEES

12.1 Unconditional Guarantees

(a) Subject to the provisions of this Section 12, each Guarantor hereby, jointly and severally, unconditionally and irrevocably guarantees, on an unsecured subordinated basis to each Note Holder and its successors and assigns, irrespective of the validity and enforceability of this Agreement, the Notes or the obligations of the Issuers or any other Guarantors to the Note Holders under this Agreement or thereunder, that: (i) the principal of and interest on the Notes shall be duly and punctually paid in full when due, whether at maturity, upon redemption at the option of the Issuers or the Note Holders pursuant to the provisions of the Notes relating thereto, by acceleration or otherwise, and interest on the overdue principal and (to the extent permitted by law) interest, if any, on the Notes and all other obligations of the Issuers to the Note Holders under this Agreement or thereunder and all other obligations shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed, or failing performance of any other obligation of any Issuer to the Note Holders under this Agreement or under its Notes, for whatever reason, each Guarantor shall be obligated to pay, or to perform or cause the performance of, the same immediately. An Event of Default under this Agreement or the Notes shall constitute an event of default under the Guarantees, and shall entitle the Holders of Notes to accelerate the obligations of the Guarantors under this Agreement in the same manner and to the same extent as the obligations of the Issuers.

(b) Each of the Guarantors hereby agrees that its obligations under this Agreement shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Agreement, the absence of any action to enforce the same, any waiver or consent by any Note Holder with respect to any provisions hereof or thereof, any

release of any other Guarantor, the recovery of any judgment against any Issuer, any action to enforce the same, whether or not a Guarantee is affixed to any particular Note, or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each of the Guarantors hereby waives the benefit of diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of any Issuer or any other Guarantor or any other Person, any right to require a proceeding first against any Issuer or any other Guarantor or any other Person, protest, notice and all demands whatsoever and covenants that its Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes, this Agreement and this Guarantee. Each Guarantee is a guarantee of payment and not of collection. Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees and expenses incurred by any Holder in enforcing any rights under this Section 12). If any Holder is required by any court or otherwise to return to any Issuer or Guarantor, or any custodian, trustee, liquidator or other similar official acting in relation to such Issuer or such Guarantor, any amount paid by such Issuer or Guarantor to such Note Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect. Each Guarantor further agrees that, as between it, on the one hand, and the Note Holders and the Issuers, on the other hand, (i) subject to this Section 12, the maturity of the obligations guaranteed hereby may be accelerated as provided in Section 10.2 for the purposes of its Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Section 10.2, such obligations (whether or not due and payable) shall forthwith become due and payable by such Guarantor for the purpose of its Guarantee.

(c) If any Notes remain outstanding following the consummation of a Qualified IPO and the IPO Entity has become the owner of 100% of the then-outstanding aggregate equity interests in the Carlyle Parent Entities, as a result of a Qualified Reorganization or otherwise, then the IPO Entity shall become a Guarantor under this Agreement and shall execute a supplemental agreement in which such IPO Entity agrees to be bound by the terms of this Agreement as a Guarantor substantially in the form agreed to by the Mubadala Investors.

(d) No stockholder, officer, director, employee, partner, member or incorporator, past, present or future, or any Guarantor, as such, shall have any personal liability under the Guarantees by reason of his, her or its status as such stockholder, officer, director, employee, partner, member or incorporator.

(e) The parties intend for the Notes to be treated as recourse partnership liabilities for which the Partner Holding Companies bear economic risk of loss within the meaning of Treasury Regulation Section 1.752-2.

12.2 Limitations on Guarantees

(a) The obligations of each Guarantor under its Guarantee will be limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments

made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under this Agreement, will result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law.

(b) The Guarantors agree, as between themselves, that each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all guaranteed obligations under this Agreement to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective portion of the total aggregate principal amount of Notes issued by such other Guarantor.

12.3 Delivery

The delivery of any Note by an Issuer under this Agreement shall constitute due delivery of any Guarantee thereof set forth in this Agreement on behalf of each Guarantor.

12.4 Release of a Guarantor

(a) Each Guarantor shall be deemed released from all obligations under this Section 12 without any further action required on the part of any Note Holder upon the consolidation or merger of a Guarantor with or into any Person in compliance with Section 9.

(b) Nothing contained in this Agreement or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into an Issuer or another Guarantor or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to an Issuer or another Guarantor.

12.5 Waiver of Subrogation by the Guarantors

Until this Agreement is discharged and all of the Notes are discharged and paid in full (or exchanged in their entirety pursuant to Section 5), each Guarantor hereby irrevocably waives and agrees not to exercise any claim or other rights which it may now or hereafter acquire against the Issuers that arise from the existence, payment, performance or enforcement of an Issuer's obligations under the Notes or this Agreement and such Guarantor's obligations under its Guarantee and this Agreement, in any such instance including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, and any right to participate in any claim or remedy of the Note Holders against the Issuers, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including, without limitation, the right to take or receive from the Issuers, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to any Guarantor in violation of the preceding sentence and any amounts owing to the Note Holders, this Agreement, or any other document or instrument delivered under or in connection with such agreements or instruments, shall not have been paid in full, such amount shall have been deemed to have been paid to such Guarantor for the benefit of, and held in trust for the benefit of, the Note Holders and shall forthwith be paid to the Note Holders to be credited and applied to the obligations in favor of Note Holders whether

matured or unmatured, in accordance with the terms of this Agreement. Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Agreement and that the waiver set forth in this Section 12.5 is knowingly made in contemplation of such benefits. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Note Holders under such Guarantee.

12.6 No Set-Off

Each payment to be made by a Guarantor under this Agreement in respect of the obligations under its Guarantee and this Agreement shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

12.7 Obligations Reinstated

The obligations of each Guarantor under this Agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment which would otherwise have reduced the obligations of any Guarantor under this Agreement (whether such payment shall have been made by or on behalf of an Issuer or by or on behalf of a Guarantor) is rescinded or reclaimed from any of the Note Holders upon the insolvency, bankruptcy, liquidation or reorganization of an Issuer or any Guarantor or otherwise, all as though such payment had not been made. If demand for, or acceleration of the time for, payment by an Issuer is stayed upon the insolvency, bankruptcy, liquidation or reorganization of such Issuer, all such Indebtedness otherwise subject to demand for payment or acceleration shall nonetheless be payable by each Guarantor as provided herein.

12.8 Default and Enforcement

If any Guarantor fails to pay in accordance with this Section 12, the Note Holders may proceed in the enforcement of the Guarantee of any such Guarantor and such Guarantor's obligations thereunder and under this Agreement by any remedy provided by law, whether by legal proceedings or otherwise, and to recover from such Guarantor its obligations thereunder and under this Agreement.

12.9 Amendment, etc.

No amendment, modification or waiver of any provision of this Agreement relating to any Guarantor or consent to any departure by any Guarantor or any other Person from any such provision will in any event be effective unless it is signed by such Guarantor and the Required Holders.

12.10 Acknowledgment

Each Guarantor hereby acknowledges communication of the terms of this Agreement and the Notes and consents to and approves of the same.

12.11 Survival of Obligations

Without prejudice to the survival of any of the other obligations of each Guarantor under this Agreement, the obligations of each Guarantor under Section 12.1 shall survive the payment in full of the Subordinated Note Debt and shall be enforceable against such Guarantor without regard to and without giving effect to any defense, right of offset or counterclaim available to or which may be asserted by an Issuer or any Guarantor.

12.12 Guarantee in Addition to Other Obligations

The obligations of each Guarantor under its Guarantee and this Agreement are in addition to and not in substitution for any other obligations to the Note Holder or to any of the Note Holders in relation to this Agreement or the Notes and any guarantees or security at any time held by or for the benefit of any of them.

12.13 Subordination of Guarantees

The Obligations of each Guarantor under its Guarantee pursuant to this Section 12 shall be junior and subordinated to any and all Senior Debt on the same basis as the Notes are junior and subordinated to Senior Debt as provided in Section 11. For the avoidance of doubt, the Note Holders shall have the right to receive and/or retain payments by any of the Guarantors only at such times as they may receive and/or retain payments in respect of the Notes to the extent permitted under Section 11.

13. ADDITIONAL AGREEMENTS

13.1 Fund Commitments

From and after the Closing, either the Mubadala Investors, or one or more entities owned by the Abu Dhabi government other than the Abu Dhabi Investment Authority (collectively, the "**Abu Dhabi Investors**") agree that they shall commit to invest pursuant to the terms of the applicable subscription agreement(s) an aggregate of at least $100,000,000 in one or more Carlyle Funds mutually agreeable to the Carlyle Parent Entities and the Abu Dhabi Investors by not later than the second anniversary of the Issue Date; *provided*; (a) the allocation of commitments among such Carlyle Funds shall be determined by the Mubadala Investors in their sole discretion; (b) the terms of such investment shall provide for limited liability to the Abu Dhabi Investor (subject to customary exceptions) and otherwise on terms substantially similar to the prior investments by the Mubadala Investors in the Carlyle Funds; (c) any disputes arising solely between the Abu Dhabi Investor and any of the Carlyle Companies relating to any commitment or investment in any Carlyle Fund shall be governed by the arbitration provisions set forth in Section 11 of the Subscription Agreement; (d) for any Carlyle Fund in which a Mubadala Investor or an Abu Dhabi Investor will invest, such Carlyle Fund shall offer to such Mubadala Investor or an Abu Dhabi Investor material terms which are no less favorable in the aggregate to such Mubadala Investor or an Abu Dhabi Investor than those that have been provided to any existing third Person investor already invested in such Carlyle Fund; and (e) in the event any Carlyle Fund accepts an investment from a third Person in such Carlyle Fund in which a Mubadala Investor or an Abu Dhabi Investor is invested, on material terms which are more favorable in the aggregate to such potential third Person investor than those provided to

such Mubadala Investor or Abu Dhabi Investor, then such Carlyle Fund shall not accept the investment from such third Person unless and until it offers to the Mubadala Investor or the Abu Dhabi Investor, as the case may be, the option of either (i) maintaining the investment in such Carlyle Fund on the existing terms without change or (ii) modifying the terms of the investment in such Carlyle Fund so as to provide the Mubadala Investor and/or Abu Dhabi Investor with substantially identical material terms as are granted to the potential new third Person investor; *provided*, that that the Mubadala Investor and/or Abu Dhabi Investor will not, (x) solely by reason of clauses (d) and (e) of this paragraph, be entitled to appoint a representative or non-voting observer to the investor advisory committee of such Carlyle Fund or (y) have the right to elect any rights or benefits established in favor of another third-party investor by reason of the fact that such other investor is subject to any laws, rules, regulations or policies to which the Mubadala Investor or Abu Dhabi Investor, as the case may be, is not also subject.

13.2 Rights Relative to Certain Other Investors

If at any time following the date hereof and on or prior to the earlier of (a) the consummation of the Qualified IPO and (b) the 18 month anniversary of the date of the Closing, the Carlyle Parent Entities propose to issue interests (including equity or debt interests that are either convertible or issuable in connection with equity interests) in the Carlyle Parent Entities to a third Person (other than an underwriter or initial purchaser (as such term is commonly used in transactions pursuant to Rule 144A of the Securities Act) or any Person acting in a similar capacity or otherwise in connection with the Qualified IPO) (such Person, a "**New Strategic Subscriber**"), on material terms which are more favorable in the aggregate to such potential New Strategic Subscriber (considering the total investment) than those provided to the Mubadala Investors herein (excluding, for the purposes of such determination, (i) the percentage of interests to be sold to such potential New Strategic Subscriber, provided the economic terms (i.e., purchase price) are adjusted accordingly, (ii) the terms and conditions set forth in Section 13.1 and (iii) the Ownership Cap, but including, among others, the price per percentage interest in the Carlyle Parent Entities, investor protections, registration rights, restrictions on Transfer, and provisions on default, exchange, redemption, and subordination of the Notes), the Carlyle Parent Entities shall not undertake such sales unless the Carlyle Parent Entities offer to the Mubadala Investors the option of either (A) maintaining this Agreement (and the ancillary documentation expressly required hereby, if applicable, including the Subscription Agreement) without change or (B) modifying this Agreement (and/or the ancillary documentation expressly required hereby, if applicable, including the Subscription Agreement) so as to provide the Mubadala Investors with substantially identical material terms (subject to the exclusions identified above) as are granted to the potential New Strategic Subscriber.

13.3 Anti-Dilution Rights

(a) The Founders will not, prior to the consummation of a Qualified IPO, be allocated any direct or indirect ownership interest in any direct or indirect subsidiary of the Carlyle Parent Entities, will not have any direct or indirect interest in Fees or Carries, and will not otherwise have any direct or indirect interest in the Carlyle Business or the Carlyle Companies, or derive any economic value or consideration from the Carlyle Business or Carlyle Companies, except as follows:

(i) their direct or indirect holdings in the Partner Holding Companies;

(ii) their Internal Co-investment;

(iii) any direct holdings of de minimis economic value they may have in one or more Carlyle Companies;

(iv) annual cash compensation (salary and bonus) not to exceed $3,000,000 per year per Founder (as adjusted annually to reflect the increase in the consumer price index — all cities, with 2005 being the base year);

(v) benefits (other than equity and co-investment interests) not materially superior on the whole to those offered to other full-time Carlyle Personnel; and

(vi) as contemplated by Section 1.6 of the Subscription Agreement.

(b) With respect to the International Management Fee Entity, the Carlyle Parent Entities and the Partner Holding Companies agree that, prior to the Qualified IPO the following additional restrictions shall apply:

(i) all Carlyle Partners shall at all times have substantially the same direct percentage equity interest, by rights to profits, capital and distributions (exclusive of rights with respect to Internal Co-investments), in the International Management Fee Entity as they have in the U.S. Management Fee Entity; and

(ii) those Carlyle Partners who hold at least 60% of the equity interests, by rights to profits, capital and distribution (exclusive of rights with respect to Internal Co-investment), in the International Management Fee Entity shall not, during the period they are included in such 60% group, and for a period of three years thereafter, participate in, or have beneficial or other economic rights to, Fees, whether directly or indirectly through equity ownership interests or otherwise, which are payable to the International Management Fee Entity, or entities in which the International Management Fee Entity, directly or indirectly holds equity interests, other than through their direct or indirect equity interests in the International Management Fee Entity and through holdings permitted under Section 13.3(a)(iii).

13.4 Qualified IPO

Each of the Issuers and Guarantors covenants that the Carlyle Parent Entities shall not cause or participate in an initial public offering of the equity securities of the Carlyle Parent Entities, a Rule 144A offering of the common equity securities of the Carlyle Parent Entities (or (a) any parent entity directly or indirectly owning such securities or (b) any current or newly-formed Subsidiary that owns all or substantially all of the assets of the Carlyle Parent Entities and their Subsidiaries, taken as a whole), or any transaction or series of transactions described in clause (c) of the definition of “Qualified IPO”, that is not a Qualified IPO. Any restructuring, reorganization or recapitalization of Units of the Carlyle Parent Entities (which may be

undertaken in a single transaction or series of transactions) effected at any time prior to a Qualified IPO will meet the requirements of a Qualifying Reorganization. Any Qualified IPO will be effected only through an IPO Entity (or successor), and not through a public sale of interests in the Partner Holding Companies or any transaction or series of transactions of the type described in clause (c) of the definition of "Qualified IPO" with respect to the Partner Holding Companies.

13.5 New Carlyle Parent Entities

Prior to the Qualified IPO and except as provided in Section 2.3 of the Amended Subscription Agreement, the Carlyle Business will be conducted solely by the Carlyle Parent Entities and their direct and indirect Subsidiaries.

13.6 Ownership of Carlyle Parent Entities and Partner Holding Companies

Prior to the consummation of a Qualified IPO and except as provided in Section 2.3 of the Amended Subscription Agreement, the Carlyle Parent Entities and Partner Holding Companies covenant that: (a) except as set forth on Schedule 13.6, each Partner Holding Company will be owned exclusively by Carlyle Partners and other Carlyle Personnel Related Parties, no other Person shall have a direct or indirect equity interest, or direct or indirect option or other right to acquire an equity interest in the Partner Holding Companies, each direct or indirect owner of equity interests in Carlyle Personnel Related Parties holding equity in Partner Holding Companies, and each Person with a right to acquire direct or indirect equity interest in any such Carlyle Personnel Related Parties, are Persons permitted by the definition of "Carlyle Personnel Related Party," and each Partner Holding Company, and each Carlyle Personnel Related Party holding equity in it, shall maintain appropriate provisions in its operating agreements or other constituent documents to insure the foregoing and shall enforce the foregoing; (b) except to the extent contemplated by Section 2.3 of the Amended Subscription Agreement, or Schedule 2.3 thereto, the Carlyle Partners and other Carlyle Personnel Related Parties will not own any direct equity interests in the Carlyle Parent Entities but will own beneficial interests in the Carlyle Parent Entities solely through (i) one or more Partner Holding Companies and (ii) The Carlyle Group Employee Co., LLC ("**Carlyle Employee Co**.") (or its successor); *provided* that Carlyle Employee Co. will not own more than 1% of direct equity in the Carlyle Parent Entities; (c) no Partner Holding Company will engage in any business other than those directly relating to the holding of interests in the Carlyle Parent Entity, personal co-investments and Excluded Assets and the allocation and distribution of assets and liabilities relating thereto; (d) in the event that the equity interest of any Carlyle Employee Co. in any Carlyle Parent Entity increases from the amount of equity it owns as of the date of this Agreement, the amount of equity owned by Partner Holding Companies in such Carlyle Parent Entity shall decrease by that same amount; and (e) all of the equity interests in Carlyle Employee Co. shall be owned exclusively by Carlyle Personnel and Carlyle Personnel Related Parties.

13.7 Affiliate Transactions

(a) Except as set forth on Schedule 6.11, no Carlyle Parent Entity or Subsidiary, whether during the existence thereof or in liquidation thereof, shall, without the prior written consent of the Mubadala Investors, enter into any transaction with any

Partner Holding Company, a Founder or any non-Carlyle entity controlled directly or indirectly by a Founder (or any of them collectively) (other than transactions between or among any Carlyle Parent Entities, Subsidiaries or Portfolio Companies), other than (i) transactions contemplated by Section 13.5 and Sections 6.2, 6.5 or 6.6 of the Subscription Agreement, (ii) issuances of equity in the Carlyle Parent Entities made subject to the preemptive rights of the Mubadala Investors as set forth in Section 6.11 of the Subscription Agreement, (iii) the extension of temporary bridge loans from the Founders at a rate of interest not to exceed the prevailing prime rate of interest plus 2%, and (iv) reimbursements of normal business expenses.

(b) The parties agree that Section 13.7(a) shall be of no force and effect after the consummation of a Qualified IPO.

13.8 No Withdrawal or Other Dissolution Event

None of the Partner Holding Companies will, without the consent of the Mubadala Investors and except in connection with a Qualifying Reorganization, withdraw from any Carlyle Parent Entity, or otherwise take any action that would result in dissolution or liquidation of any Carlyle Parent Entity.

13.9 Amendment to Operating Agreements

Except in connection with a Qualifying Reorganization in anticipation of the Qualified IPO, none of the Partner Holding Companies shall, without the prior written consent of the Mubadala Investors, amend the Operating Agreement of any Carlyle Parent Entity to change (other than through the issuance of additional units or interests of a Carlyle Parent Entity or redemption of outstanding units or interests of a Carlyle Parent Entity) the amounts that may be distributable or allocable to the Mubadala Investors. None of the Partner Holding Companies shall, without the prior written consent of the Mubadala Investors, amend the Operating Agreement of any Carlyle Parent Entity to increase the liability of the Mubadala Investors to make contributions or otherwise. The Carlyle Parent Entities shall not, directly or indirectly, issue to the Founders and/or Carlyle Partners any securities that provide for priority distributions or other rights that would give such holder priority over the New Units or the Notes.

13.10 No Amendment of Non-Compete Agreements

The Carlyle Parent Entities shall not prior to the consummation of a Qualified IPO, amend, restate or otherwise modify the Non-Compete Agreements.

13.11 Delivery of Financial Information; Reviewing Rights

(a) The Mubadala Investors will be entitled to receive certain informational reports as set forth below (which informational reports may be made available to the Mubadala Investors electronically):

(i) Within 120 days after the end of the fiscal year of the Carlyle Parent Entities, the audited combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and

cash flows of the Carlyle Parent Entities and their consolidated subsidiaries as of the end of and for such year, prepared in accordance with GAAP, all reported on by Ernst & Young LLP or other independent public accountants of recognized international standing and certified by the chief financial officer of the Carlyle Parent Entities.

(ii) Within 60 days after the end of the first three fiscal quarters of the fiscal year of the Carlyle Parent Entities, the combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of the Carlyle Parent Entities and their consolidated subsidiaries as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, certified by the chief financial officer of the Carlyle Parent Entities, prepared in accordance with GAAP (without regard to EITF 04 05 or FIN 46) consistently applied, subject to normal year-end audit adjustments and the absence of complete footnotes.

(iii) Annually, within 60 days of the end of each calendar year, a report showing, in summary form, the Carlyle Partners and their relative interests, direct or indirect in the Partner Holding Companies as of the beginning and end of such calendar year and the Carlyle Personnel and the interests, direct or indirect, in any Carry as of the beginning and end of such calendar year.

(iv) Within 210 calendar days (or such shorter time period in which Schedule K-1 information is provided to other third party investors in the Carlyle Parent Entities) of the end of each fiscal year, the Carlyle Parent Entities shall prepare and send to each Mubadala Investor a statement of the amount of each Mubadala Investor's share of the Carlyle Parent Entities' items of income, gain, loss, deduction and credit for such fiscal year in sufficient detail to enable it to prepare its United States federal, state and other tax returns, including but not limited to Schedule K-1 or any successor thereto. The Carlyle Parent Entities shall provide each Mubadala Investor with such additional information that is reasonably requested by any Mubadala Investor to enable such Mubadala Investor to make timely estimated and/or withholding tax payments in respect of each fiscal year. The Carlyle Parent Entities shall use reasonable efforts to cause to be delivered to each Mubadala Investor, upon reasonable request, such other information as shall be needed by each Mubadala Investor in order to enable each to file its respective tax returns and shall also from time to time furnish such other information available to the Carlyle Parent Entities as any Mubadala Investor may reasonably request (A) for the purpose of enabling such Mubadala Investor to comply with any reporting or filing requirements imposed by any statute, rule, regulation or otherwise by any governmental agency or authority or with its own internal rules, regulations and policies generally applicable with respect to investments of this nature, including to facilitate the monitoring of investments made by the Carlyle Parent Entities, or (B) that is necessary for such Mubadala Investor (or any owner thereof) to file any form, certificate, document, application, report or return relating to any tax, refund thereof or exemption therefrom, imposed by any taxing authority of a foreign jurisdiction, and shall use

reasonable efforts to notify each Mubadala Investor of the requirements to file such forms and the availability of refunds of or exemptions from such taxes.

(v) Within 60 days after the beginning of the Carlyle Parent Entities' fiscal year, which fiscal years shall be the same, a copy of the plan and forecast of the Carlyle Parent Entities for such fiscal year.

(vi) As such reports are made available to fund investors (including via the investor website of The Carlyle Group), quarterly and annual reports on the performance of each Managed Fund.

(vii) The Mubadala Investors will be entitled to receive such other information as they may reasonably request, and will be entitled to consult periodically with senior personnel of the Carlyle Parent Entities, regarding the business of the Carlyle Companies. Upon reasonable advance notice, during normal business hours (and subject to customary confidentiality undertakings), the Mubadala Investors may inspect the books and records of the Carlyle Parent Entities and the Subsidiaries for purposes reasonably related to its investment in those entities.

(viii) As such reports are made available to the requesting partner or member, copies of any reports delivered in response to a request by any other partner or member of any Carlyle Parent Entity for an audit of any Carlyle Parent Entity or any Subsidiary.

(b) Notwithstanding anything in this Agreement to the contrary, in no event shall the Carlyle Parent Entities or any other Carlyle Companies be required to provide to the Mubadala Investors or any other Note Holder or Holder of New Units (i) any information with respect to Portfolio Companies or otherwise the provision of which would reasonably be expected to give rise to concerns from the U.S. Department of Defense, U.S. Department of Homeland Security, the U.S. Committee on Foreign Investments in the United States, the U.S. Department of Commerce or any other U.S. Governmental Authority, or (ii) any information with respect to Portfolio Companies or otherwise the provision of which is inconsistent with the Carlyle Parent Entities', their Subsidiaries' or the Portfolio Companies' obligations under the National Industrial Security Program Operating Manual (NISPOM), the Export Administration Regulations (EAR), the International Trafficking in Arms Regulations (ITAR) or any other law, regulation or policy, or related concerns, of a U.S. Governmental Authority. The Mubadala Investors and each other Note Holder or Holder of New Units shall not, and shall cause their Affiliates not to, seek or knowingly receive any classified information or export controlled information in the possession of the Carlyle Parent Entities and their Subsidiaries (including as it relates to Portfolio Companies) or any information in the possession of the Carlyle Parent Entities and their Subsidiaries concerning any defense procurement program or the obligations of the Carlyle Parent Entities or any of their Subsidiaries or the Portfolio Companies to protect classified or export controlled information.

(c) The Mubadala Investors shall be entitled periodically to review, assess and analyze financial and investment information produced by the Carlyle Parent Entities. Such reviewing activities (collectively "**Reviewing Activities**") may include test work on the calculation and allocation of profits, losses, distributions by, and all cash flows of the Carlyle Parent Entities, the underlying investments funds managed by one or more of the Carlyle Parent Entities and any other investment activities. The Carlyle Parent Entities will provide reasonable assistance to the Mubadala Investors or to any third-party accounting firm retained by the Mubadala Investors to conduct such Reviewing Activities. The Mubadala Investors agree to give the Carlyle Parent Entities reasonable advance notice if representatives of the Carlyle Parent Entities or the Partner Holding Companies will be requested to devote any significant amount of time to assist the Mubadala Investors or their representatives in connection with such Reviewing Activities.

(d) The Carlyle Parent Entities will use commercially reasonable efforts to give written notice to the Mubadala Investors promptly upon the occurrence of a Regulatory Event, a Material Adverse Event, a Key Man Event, or a Change of Control. Such notice will describe the relevant Regulatory Event, Material Adverse Event, Key Man Event or Change of Control, and the surrounding circumstances.

13.12 Additional Covenants

The Carlyle Parent Entities and the Partner Holding Companies shall take all required action to ensure (a) that the issuance, sale and delivery of the Notes, the Initial New Units, the Additional New Units and the Exchange Securities, as of the time of any such issuance, sale or delivery, shall have been duly authorized and reserved for issuance, as the case may be, by all necessary corporate, company, partnership or other entity action of the Carlyle Parent Entities or the IPO Entity, as the case may be, (b) that the Initial New Units, the Additional New Units and the Exchange Securities, when issued and delivered by the Carlyle Parent Entities or the IPO Entity, as the case may be, shall be duly and validly issued, fully paid and non-assessable and free and clear of all Liens (other than Liens created by any Operating Agreement, the Subscription Agreement or this Agreement), (c) that each of the Carlyle Parent Entities, the Partner Holding Companies and the IPO Entity, as the case may be, shall have all requisite organizational power and authority to issue the Additional New Units and Exchange Securities, and the issuance of the Additional New Units or Exchange Securities shall not require any consent of any third party or any Government Authority, other than any consents that shall have been obtained prior to issuance, (d) that the issuance of the Additional New Units and Exchange Securities shall not result in a violation of or be in conflict with or constitute a default under (i) any term of the Operating Agreements or constituent document or, (ii) except as would not reasonably be expected to have a Material Adverse Effect, any agreement or instrument to which any Carlyle Parent Entity, Subsidiary, Managed Fund or Partner Holding Company is a party or by which it or its properties or assets are bound or, (iii) except as would not reasonably be expected to have a Material Adverse Effect, any Applicable Law, ordinance, rule or regulation or any applicable order of any Governmental Authority, (e) that the issuance of the Additional New Units and Exchange Securities shall not result in the creation of any Lien upon any of the properties or assets of any of the Carlyle Parent Entities except as expressly provided in this Agreement, any of the Transaction Documents or the applicable Operating Agreement or as

would not reasonably be expected to have a Material Adverse Effect and (f) that the Registration Rights Agreement shall be, when executed and delivered, duly authorized, executed and delivered by the IPO Entity and when duly executed and delivered by the other parties thereto, shall, subject to customary qualifications (including without limitation with respect to the possible unenforceability of the indemnification provisions thereof), be the valid and binding obligation of the IPO Entity, enforceable in accordance with its terms except as contemplated by the exceptions set forth in Section 6.5.

13.13 Registration Rights

Immediately following the Qualified IPO, if the Notes are exchanged for Exchange Securities pursuant to Section 5.1, Holders of Existing Units and Holders of New Units will be entitled to registration rights as set forth in, and the IPO Entity shall enter into with such Holders, a registration rights agreement substantially on the terms as the form of registration rights agreement attached hereto as Exhibit B (the "**New Registration Rights Agreement**"). If the Carlyle Parent Entities and/or the IPO Entity enter into a registration rights agreement with another third party (excluding, for the avoidance of doubt, any Founder, Carlyle Partner or Carlyle Personnel) who becomes an investor after the date hereof on terms more favorable than those set forth in Exhibit B, the registration rights agreement to be entered into by the Holders shall, to the extent so requested by the Required Holders, be amended so as to provide the Holders with a registration rights agreement having substantially the same material terms as such other third party investor. In the event that the New Registration Rights Agreement is entered into, the registration rights set forth in Section 6.3 of the Subscription Agreement and contemplated by Exhibit 6.3 thereto shall be null and void and of no further force or effect with respect to such Holder.

13.14 IPO Reorganization

(a) The parties hereto hereby agree that the Carlyle Parent Entities may take any and all actions not inconsistent with this Agreement and the Subscription Agreement reasonably necessary to effectuate a Qualifying Reorganization and a Qualified IPO and that the Mubadala Investors shall (1) execute any and all agreements, instruments and/or other documents (and, to the extent applicable, cause any of their Affiliates to execute any and all such agreements, instruments and other documents) as are reasonably requested by the Carlyle Parent Entities in connection with, in contemplation of or in order to implement and give effect to a Qualifying Reorganization and a Qualified IPO, (2) recontribute, free and clear of any liens or other encumbrances, to Substitute Parent Entities (and/or the IPO Entity) on terms and subject to conditions substantially equivalent to those applicable to the Class A Holders in respect of the Applicable Class A Units (each as defined below) any properties, interests or other assets that the Mubadala Investors receive in connection with any full or partial liquidation or unwinding of any of the Carlyle Parent Entities (and/or, if applicable, Carried Interest Holdco) in connection with a Qualifying Reorganization (other than Exchange Securities) and (3) take any and all other actions that are necessary or advisable in connection with, in contemplation of or in order to implement and give effect to a Qualifying Reorganization and a Qualified IPO.

(b) The parties hereto hereby agree that the Carlyle Parent Entities and Parent Holding Companies may seek to undertake one or more recapitalizations, restructurings or other reorganizations (including without limitation a "unitization" of various interests in the Carlyle Companies) of some or all of the Carlyle Companies, including, without limitation, the Carlyle Parent Entities or the Partner Holding Companies (which may be undertaken in a single transaction or series of transactions) involving a recapitalization or exchange of outstanding Units of the Carlyle Parent Entities (a "**Qualifying Reorganization**") and agree that any such Qualifying Reorganization effected at any time prior to a Qualified IPO will only be effected if: (A) such reorganization and recapitalization or exchange of outstanding Units of the Carlyle Parent Entities or the Partner Holding Companies either (x) will be undertaken in a manner materially consistent with the steps set forth on Schedule 2.3 to the Subscription Agreement or (y) if not undertaken in a manner materially consistent with the steps set forth on Schedule 2.3 to the Subscription Agreement, either (1) will not result in a taxable event with respect to the Mubadala Investors (other than any such event, but only to the extent, which would have occurred had such reorganization and recapitalization been undertaken in a manner materially consistent with the steps set forth on Schedule 2.3 to the Subscription Agreement), or (2) if there is such a taxable event, will require the Carlyle Parent Entities to hold harmless the Mubadala Investors to the extent the adverse tax consequences of such taxable event exceed those which would have resulted from a Qualifying Reorganization referred to in clause (x) above, taking into account any tax benefits to the Mubadala Investors resulting from the Qualifying Reorganization referred to in this clause (y) (it being understood and agreed that the Mubadala Investors will cooperate with the Carlyle Parent Entities, and take such steps as are reasonably requested by the Carlyle Parent Entities, in order to mitigate the consequences of any such taxable event); (B) subject to clause (C) below, the Mubadala Investors receive in the Qualifying Reorganization with respect to the Interests in the aggregate a number of non-voting equity securities (the "**Exchange Securities**") of either (w) the Carlyle Parent Entities, (x) the IPO Entity ("**IPO Entity Equity Securities**") or (z) one or more new parent companies (including, without limitation, intermediate parent companies existing at levels below the IPO Entity) that hold, directly or indirectly, ownership interests in the business currently conducted by the entities constituting the Carlyle Companies and any business acquired or established prior to or in connection with a Qualifying IPO (any such newly-formed parent company, a "**Substitute Parent Entity**", and any newly-formed entity serving as general partner or managing member to any Substitute Parent Entity, a "**Substitute GP**") ("**Substitute Parent Entity Interests**"), that is in either case proportionate to the number of Exchange Securities (which the Mubadala Investors acknowledge may have voting rights) received by the other direct or indirect holders (the "**Class A Holders**") of Class A interests of the subsidiaries of the Carried Interest Entities (the "**Class A Units**") in respect of such Class A Units (but disregarding any such Class A Units or Exchange Securities received by such holders in exchange for current or future Class B interests of subsidiaries of the Carried Interest Entities and disregarding equity awards under equity plans or arrangements) (such non-disregarded Class A Units or Exchange Securities, the "**Applicable Class A Units**") (any such exchange of securities, the "**Exchange**,"), it being understood that the Mubadala Investors will, to the extent that

the Mubadala Investors will not receive IPO Entity Equity Securities in the Exchange, be entitled to receive the same type of Exchange Securities having equivalent terms and conditions (except that they will be non-voting) and the same rights to exchange such Exchange Securities into IPO Entity Equity Securities (other than restrictions on Transfer, vesting or similar terms), in each case, as the other Class A Holders; and (C) the aggregate beneficial ownership of the Mubadala Investors in the Carlyle Parent Entities on a fully diluted basis, plus any Additional New Units then issuable because of the actual satisfaction of the conditions set forth in Section 1.1 but not yet issued, after the Qualifying Reorganization is not less than the product of (x) the aggregate beneficial ownership of the Mubadala Investors in the Carlyle Parent Entities on a fully diluted basis, plus any Additional New Units then issuable because of the actual satisfaction of the conditions set forth in Section 1.1 but not yet issued, immediately prior to the Qualifying Reorganization multiplied by (y) the quotient obtained by dividing 6.5 by 7.5, and, to the extent necessary to ensure the foregoing, the Carlyle Parent Entities shall issue to the Mubadala Investors (without further consideration therefor) additional Exchange Securities (the "**Reorganization Dilution Protection Securities**") simultaneously with the consummation of the Qualifying Reorganization.

(c) In connection with any material proposed reorganization of the Carlyle Companies (including the Qualifying Reorganization), the Carlyle Parent Entities shall keep the Mubadala Investors reasonably advised as to the status and structure of such reorganization, shall consult with the Mubadala Investors with respect thereto and shall use reasonable efforts to take the concerns of the Mubadala Investors relating to such reorganization into consideration. In addition, the Carlyle Parent Entities shall deliver to the Mubadala Investors a draft of the registration statement or preliminary offering circular to be utilized in connection with a Qualifed IPO at least eight Business Days before the initial filing or first use for the Mubadala Investors' review of and comment on any description of the Mubadala Investors in such document.

14. INDEMNIFICATION

14.1 Survival of Representations and Warranties

All of the representations and warranties contained in Section 6 and in Section 7 shall survive the Closing hereunder and continue in full force and effect until the earlier of: (a) two years following the Closing; and (b) the date (the "**IPO Cutoff Date**") (i) in the case of a Qualified IPO that is an initial public offering of securities, on which the IPO Entity requests acceleration of effectiveness of the Securities Act registration statement covering such initial public offering; or (ii) in the case of a Qualified IPO that is a Rule 144A offering, that is two days before the anticipated pricing of such offering, which date in either case is followed within 15 days by a Qualified IPO; or (iii) in the case of a Qualified IPO that is effected pursuant to a transaction or a series of transactions described in clause (c) of the definition of "Qualified IPO", that is five Business Days prior to the consummation of the transaction or series of transactions contemplated thereby. Notwithstanding the foregoing, with respect to the representations and warranties set forth in Section 6.9, such representations and warranties shall survive the Closing hereunder and continue in full force and effect until the earlier of: (a) expiration of the applicable statute of limitations and (b) the IPO Cutoff Date (unless tax disclosure giving rise to a potential

claim of breach of Section 6.9 was reflected in any final prospectus or final offering memorandum and not in the corresponding preliminary prospectus or preliminary offering memorandum, as applicable, in which event it shall be the date that is 40 days after the closing of the Qualified IPO) (as applicable, the "**Survival Period**").

14.2 Indemnification Provisions for the Benefit of the Mubadala Investors

In the event of a breach of any of the representations and warranties in Section 6, and, *provided* that the Mubadala Investors make a written claim for indemnification against the Carlyle Parent Entities pursuant to Section 14.4 within the Survival Period, the Carlyle Parent Entities shall jointly and severally indemnify the Mubadala Investors from and against any damages of the Mubadala Investors attributable to such breach; and *provided*, *further*, that the Carlyle Parent Entities shall have no indemnification obligations (a) until the Mubadala Investors have suffered damages by reason of all such breaches in excess of an aggregate deductible equal to $5,000,000 (after which point the Carlyle Parent Entities shall be obligated only to indemnify the Mubadala Investors for damages in excess of such amount) or (b) to the extent the damages the Mubadala Investors have suffered by reason of all such indemnified breaches exceed $100,000,000 (after which point the Carlyle Parent Entities and the Parent Holding Companies shall have no obligation to indemnify the Mubadala Investors from and against further such damages).

Notwithstanding anything to the contrary in this Agreement, no party will have any obligation to pay any other party for punitive damages, exemplary damages, multiple damages or other penalty damages.

14.3 Indemnification Provisions for Benefit of the Carlyle Parent Entities

In the event of a breach of the Mubadala Investors' representations and warranties contained in Section 7, and, *provided* that the Carlyle Parent Entities make a written claim for indemnification against the Mubadala Investors pursuant to Section 14.4 within the Survival Period, the Mubadala Investors shall indemnify each of the Carlyle Parent Entities from and against any damages of the Carlyle Parent Entities directly attributable to such breach of any of the representations and warranties in Section 7; *provided*, *further*, that the Mubadala Investors shall have no indemnification obligations (a) until the Carlyle Parent Entities have suffered damages by reason of all such breaches in the aggregate in excess of a $5,000,000 aggregate deductible (after which point the Mubadala Investors shall be obligated only to indemnify the Carlyle Parent Entities for damages in excess of such amount) or (b) to the extent the damages the Carlyle Parent Entities have suffered by reason of all such indemnified breaches exceed $100,000,000 (after which point the Mubadala Investors shall have no obligation to indemnify the Carlyle Parent Entities from and against further such damages).

14.4 Matters Involving Third Persons

(a) If any third Person shall notify any party (the "**Indemnified Party**") with respect to any matter (a "**Third Party Claim**") which may give rise to a claim for indemnification against any other party (the "**Indemnifying Party**") under this Section 14, then the Indemnified Party shall promptly (and in any event within 5 Business Days

after receiving notice of the Third Party Claim) notify each Indemnifying Party thereof in writing.

(b) Any Indemnifying Party shall have the right at any time to assume and thereafter conduct the defense of the Third Party Claim with counsel of his or its choice reasonably satisfactory to the Indemnified Party; *provided*, *however*, that the Indemnified Party shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless the employment of such counsel shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action or the Indemnifying Party shall not have employed counsel to have charge of the defense of such action within a reasonable time or such Indemnified Party shall have reasonably concluded (based on the advice of counsel) that counsel selected by the Indemnifying Party has an actual or potential conflict of interest or there may be defenses available to the Indemnified Party which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), in any of which events such fees and expenses shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of counsel (in addition to local counsel) for the Indemnified Party in any one action or series of related actions in the same jurisdiction representing the Indemnified Parties who are parties to such action); and *provided*, *further*, that the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld, conditioned or delayed unreasonably) unless the judgment or proposed settlement involves only the payment of money damages (none of which shall be required to be paid by the Indemnified Party), does not require an admission of any wrongdoing by or liability of the Indemnified Party, includes a full and unconditional release and does not impose an injunction or other equitable relief upon the Indemnified Party.

(c) Unless and until an Indemnifying Party assumes the defense of the Third Party Claim as provided in Section 14.4(b), however, the Indemnified Party may, at the cost of the Indemnifying Party, defend against the Third Party Claim in any manner it reasonably may deem appropriate.

(d) In no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of each of the Indemnifying Parties (not to be withheld, conditioned or delayed unreasonably).

14.5 Additional Indemnity Claims

(a) In addition to the indemnification provided in Section 14.2, in the event that any Mubadala Investor or any of their respective Affiliates is named as a defendant in any litigation, arbitration proceeding or similar dispute (other than (i) litigation, arbitration proceeding or similar dispute among the parties hereto or with other third

party investors holding an equity interest in the Carlyle Parent Entities and/or Parent Holding Companies, and (ii) litigation, arbitration proceedings or similar disputes arising as a result of, in connection with or related to any actions of the Mubadala Investors) that is based on or arises out of the activities of any of the Carlyle Companies and with respect to which the Mubadala Investor is a named defendant solely due to its status as a limited partner, member, or note holder of the Carlyle Parent Entities (an "**Additional Indemnity Claim**"), then the Mubadala Investor shall promptly notify each of the Carlyle Parent Entities thereof in writing.

(b) The Carlyle Parent Entities agree jointly and severally to reimburse the Mubadala Investors for reasonable out-of pocket, documented legal fees and expenses, up to a maximum of $5,000,000 in the aggregate (the "**Claim Reimbursement Cap"**), incurred by the Mubadala Investors in connection with such Additional Indemnity Claim; *provided*, *however*, that the Carlyle Parent Entities or any one Carlyle Parent Entity shall have the right at any time to assume and thereafter conduct the defense of any Additional Indemnity Claim with counsel of their or its choice reasonably satisfactory to the Mubadala Investor; *provided*, *however*, that the Mubadala Investor shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Mubadala Investor unless the employment of such counsel shall have been authorized in writing by the Carlyle Parent Entities in connection with the defense of such Additional Indemnity Claim or the Carlyle Parent Entities shall not have employed counsel to have charge of the defense of such action within a reasonable time or the Mubadala Investor shall have reasonably concluded (based on the advice of counsel) that counsel selected by the Carlyle Parent Entities has an actual conflict of interest or that there may be defenses available to the Mubadala Investor which are different from or additional to those available to the Carlyle Parent Entities (in which case the Carlyle Parent Entities shall not have the right to direct the defense of such action on behalf of the Mubadala Investor), in any of which events such fees and expenses shall be borne by the Carlyle Parent Entities and paid as incurred, subject to the Claim Reimbursement Cap; and *provided*, *further*, that the Carlyle Parent Entities shall not consent to the entry of any judgment or enter into any settlement with respect to the Additional Indemnity Claim without the prior written consent of the Mubadala Investor (not to be withheld, conditioned or delayed unreasonably) unless the judgment or proposed settlement does not require an admission of any wrongdoing by or liability of the Mubadala Investor, includes a full and unconditional release and does not impose an injunction or other equitable relief upon the Mubadala Investor or require the Mubadala Investor to pay any money damages.

(c) The indemnification provided in this Section 14.5 to the Mubadala Investors is separate and in addition to the indemnification provisions set forth in Section 14.2, and separate and in addition to any other indemnification rights that any Board Representative may have in connection with his or her service on the Board of Directors. The Mubadala Investors may seek indemnification pursuant to Section 14.2 and this Section 14.5 concurrently and any indemnification proceeds received in connection with an indemnification claim pursuant to Section 14.2 shall not be considered for purposes of determining the Claim Reimbursement Cap.

14.6 Determination of Damages

The parties hereto shall make appropriate adjustments for tax benefits and insurance coverage and take into account the time cost of money in determining damages for purposes of this Section 14. All indemnification payments under this Section 14 shall be deemed adjustments to the Purchase Price of the Notes and the Final Allocation Schedule shall be amended accordingly.

14.7 Exclusive Remedy

Except as set forth in Section 16.11, each of the parties hereto acknowledges and agrees that the foregoing indemnification provisions in this Section 14 shall, from and after the Closing be the exclusive remedy of each of the parties hereto with respect to breaches of representations and warranties contained in Sections 6 and 7, except to the extent such breach constitutes fraud, gross negligence or willful misconduct.

15. DEFINED TERMS AND RULES OF CONSTRUCTION

15.1 Defined Terms

As used in this Agreement, the following terms have the respective meanings set forth below:

"**Abu Dhabi Investors**" has the meaning set forth in Section 13.1.

"**Additional Indemnity Claim**" has the meaning set forth in Section 14.5.

"**Additional Issue Date**" has the meaning set forth in Section 1.1(c).

"**Additional New Units**" means the Second Anniversary Additional New Units and the Fifth Anniversary Additional New Units.

"**Adjusted Allocation Schedule**" has the meaning set forth in Section 1.3(a).

"**Affiliate**" means, with respect to any specified Person: (a) any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or under common control with, such specified Person and (b) any Related Person of such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing. For purposes of the definition of "Affiliate", Affiliates of the Mubadala Investors shall only include Mubadala Development Company PJSC and its direct and indirect subsidiaries; *provided* that for the purposes of Section 2.7, Section 3.4, Section 14 and the definition of "Required Holders", "Affiliates" of the Mubadala Investors shall include the government of the Emirate of Abu Dhabi (and all of its direct and indirect affiliates).

"**Agreement**" means this Note and Unit Subscription Agreement as it may from time to time be amended, modified, restated or supplemented in accordance with Section 16.6.

"**Amended Subscription Agreement**" means the First Amendment to Subscription and Equity Holder Agreement dated as of the Issue Date between the Mubadala Investors and the Carlyle Parent Entities.

"Anniversary Offer Price" has the meaning set forth in Section 4.2(a).

"**Anniversary Offer to Purchase**" has the meaning set forth in Section 4.2(a).

"**Applicable Carlyle Person**" means a Carlyle Parent Entity, a Partner Holding Company or any Subsidiary.

"**Applicable Class A Units**" has the meaning set forth in Section 13.14(b).

"**Applicable Law**" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities and all orders and decrees of all courts and arbitrators.

"**Applicable Rate**" has the meaning set forth on Exhibit A.

"**Bankruptcy Law**" means Title 11, U.S. Code or any similar Federal, state or foreign law for the relief of debtors.

"**Board Representative**" has the meaning set forth in Section 3.2(a)

"**Board of Directors**" has the meaning set forth in Section 3.2(a).

"**Business Day**" means Monday through Thursday of each week, except for days on which banking institutions in the United States of America and/or United Arab Emirates are authorized or required by law to close.

"**CalPERS**" means the California Public Employees' Retirement System.

"**CalPERS Waiver and Consent**" has the meaning set forth in Section 1.3(a)(vii).

"**Capital Lease**" means, as applied to any Person, any lease of (or other arrangement conveying the right to use) any property (whether real, personal or mixed) by that Person as lessee (or the equivalent) that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

"**Capital Stock**" means (a) in the case of a corporation, corporate stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (c) in the case of a partnership or limited liability company or partnership or membership interests (whether general or limited) and (d) any other interest or participation that confers on the holder the right to receive a share of the profits and losses of, or distributions of assets of, the issuing entity.

"**Carlyle Business**" means all of the activities of the investment advisory and investment businesses operated under the Carlyle name.

"**Carlyle Companies**" means, collectively, the Carlyle Parent Entities and their Subsidiaries.

"**Carlyle Employee Co.**" has the meaning set forth in Section 13.6.

"**Carlyle Funds**" has the meaning set forth in the Subscription Agreement.

"**Carlyle Parent Entity**" has the meaning set forth in the introductory paragraph.

"**Carlyle Partners**" shall mean Carlyle Personnel owning equity interests in one or more Partner Holding Companies prior to the Reorganization (as defined in the Subscription Agreement) and, after the Reorganization (as defined in the Subscription Agreement), Carlyle Personnel holding equity interests following the Exchange in one or more Carlyle Parent Entities.

"**Carlyle Partner Related Parties**" shall mean (a) any parent, spouse, descendant or any other person related by blood, marriage or adoption to a Founder or other Carlyle Partner or a Founder's or other Carlyle Partner's spouse or descendant, and (b) any trust, family partnership, limited liability company or similar estate or personal planning entity whose beneficiaries or equity owners, as applicable, consist of the Founders or other Carlyle Partners and/or the persons set forth in clause (a) above.

"**Carlyle Permitted Transfers**" shall mean (a) Transfers to any parent, spouse, descendant or any other person related by blood, marriage or adoption to a Founder or other Carlyle Partner or a Founder's or other Carlyle Partner's spouse, (b) Transfers to a trust, family partnership, limited liability company or similar estate or personal planning entity whose beneficiaries or equity owners, as applicable, consist of the Founders or other Carlyle Partners and/or the persons set forth in clause (a) above, (c) Transfers made as a charitable contribution to any charitable, educational or other non-profit organization, including, without limitation, any foundation or similar organization established by the Founders, Carlyle Partners, Carlyle Personnel Related Parties or the Carlyle Companies, (d) Transfers to the Founders (or to any Persons of which they are the sole holders of all equity interests), (e) any pledge of any interests as security of any kind, *provided* that any foreclosure or similar action with respect to such pledged interests shall cause such Transfer to cease to be deemed a Carlyle Permitted Transfer, or (f) any exchange of interests in the Carlyle Parent Entities by such Persons in connection with a Reorganization or in connection with the exchange of Substitute Parent Entity Interests for IPO Entity Equity Interests; *provided* that in each of clauses (a), (b), (d) and (f), each such transferee agrees in writing to be bound by the terms of the Subscription Agreement.

"**Carlyle Personnel**" shall mean individuals currently or formerly involved on a substantially full time basis in conducting the Carlyle Business or that otherwise provide or have provided significant personal services to the Carlyle Companies.

"**Carlyle Personnel Related Party**" means any of the following: (a) Carlyle Personnel, (b) any family members of Carlyle Personnel, (c) any corporation, trust, limited liability company, partnership or other entity directly or indirectly controlled by, and substantially all of whose equity interests are owned by, one or more Carlyle Personnel or their family members, and/or persons described in item (e), (d) any charitable remainder trust established by Carlyle

Personnel and (e) any persons acquiring the interests in a Carlyle Parent Entity through a will or testamentary trust or by laws of descent upon the death of any such Person.

"**Carlyle Securities**" has the meaning set forth in the Subscription Agreement.

"**Carried Interest Entities**" has the meaning set forth in the Subscription Agreement.

"**Carried Interest Holdco**" has the meaning set forth in the Subscription Agreement.

"**Carry**" means any carried interests received by any Issuer or Guarantor in connection with the Carlyle Business.

"**Cash Equivalents**" means:

(a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States of America, in each case maturing within one year from the date of acquisition thereof;

(b) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's;

(c) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-2 from S&P or at least P-2 from Moody's;

(d) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $250,000,000;

(e) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (a) above entered into with any bank meeting the qualifications specified in clause (d) above; and

(f) money market mutual or similar funds having assets in excess of $100,000,000.

"**Change of Control**" shall mean any of (a) the acquisition by any Person or any "group" of Persons (other than existing Carlyle Partners, Carlyle Personnel, Carlyle Partner Related Parties and equity holders (whether direct or indirect) of the Carlyle Parent Entities) of Beneficial Ownership (as defined below) of at least 51% of the voting rights entitled to elect the Board of Directors or similar governing body of the general partner or managing member, as applicable, of each of the Carlyle Parent Entities (or their successors); (b) the reorganization,

merger or consolidation of the Carlyle Parent Entities (or their successors), which results in the Persons holding voting rights entitled to elect the Board of Directors or similar governing body of the general partner or managing member of such applicable entity(ies) immediately prior to such transaction failing to hold, immediately following such transaction, more than 50% of such voting rights; (c) the direct or indirect sale or other disposition, in one or a series of related transactions, of assets representing all or substantially all of the assets of the Carlyle Companies to third parties; or (d) the Founders and all other Carlyle Partners as of the date of the Closing and all future Carlyle Partners admitted in the ordinary course of business, as a group, ceasing to own (except during the period in which the Reorganization (as defined in the Subscription Agreement) occurs), directly or indirectly in the aggregate, at least 42.5% of the Units in the Carlyle Parent Entities issued and outstanding on a fully-diluted basis (calculated as if such persons or group of persons held interests in the Carlyle Parent Entities directly rather than through the Partner Holding Companies but disregarding (i.e., treating as still owned), for purposes of the calculation, any Transfers made by the Founders and/or any other Carlyle Partners that would constitute Carlyle Permitted Transfers (other than Carlyle Permitted Transfers of the type described in clause (c) of the definition thereof) and excluding any Transfers among Founders and Carlyle Partners).

"**Change of Control Notice Date**" has the meaning set forth in Section 4.3(c).

"**Change of Control Offer Price**" has the meaning set forth in Section 4.3(c).

"**Change of Control Offer to Purchase**" has the meaning set forth in Section 4.3(c).

"**Claim Reimbursement Cap**" has the meaning set forth in Section 14.5(b).

"**Class A Holders**" has the meaning set forth in Section 13.14(b).

"**Class A Units**" has the meaning set forth in Section 13.14(b).

"**Closing**" has the meaning set forth in Section 1.2(a).

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Stock**" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or nonvoting) of such Person's common stock, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common stock.

"**Conversion Make-Whole Amount**" has the meaning set forth in Section 4.2(b).

"**Custodian**" means any receiver, trustee, assignee, liquidator, sequestrator or similar official under any Bankruptcy Law.

"**Credit Group**" means the Issuers and the Issuers' direct and indirect Subsidiaries (to the extent of their economic ownership interest in such Subsidiaries) taken as a whole.

"**Default**" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"**Designated Senior Debt**" means: (a) the Senior Credit Agreement Obligations and (b) any Senior Debt the principal amount of which is $25,000,000 or more and (i) that has been designated as "Designated Senior Debt" by the applicable Issuer at the time such Senior Debt is incurred and (ii) with respect to which the Issuers have delivered notice of such designation to the Note Holders.

"**Distributions**" has the meaning set forth in Section 11.1.

"**Excess Note**" has the meaning set forth in Section 5.3(b).

"**Excluded Assets**" has the meaning set forth in the Subscription Agreement.

"**Event of Default**" has the meaning set forth in Section 10.1.

"**Excess Amount**" has the meaning set forth in Section 5.3.

"**Exchange**" has the meaning set forth in Section 13.14(b).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto, and the rules and regulations of the Commission promulgated thereunder.

"**Exchange Date**" means, when used with respect to any Note to be exchanged in connection with a Mandatory Exchange or Optional Exchange, the date fixed for such exchange pursuant to this Agreement and the Notes.

"**Exchange Election**" has the meaning set forth in Section 5.2(b).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exchange Securities**" has the meaning set forth in Section 13.14(b).

"**Existing Registration Rights Agreement**" means the form of registration rights agreement attached as Exhibit 6.3 to the Subscription Agreement.

"**Existing Units**" means those Units issued to the Subscriber pursuant to the Subscription Agreement.

"**Fees**" means all fee income, however designated (including, without limitation, management, investment advisory, transaction and other fees) that the Carlyle Parent Entities or any of their respective Subsidiaries are entitled to in connection with the Carlyle Business.

"**Fifth Anniversary Additional Issue Date**" has the meaning set forth in Section 1.1(c).

"**Fifth Anniversary Additional New Units**" has the meaning set forth in Section 1.1(c).

"**Fifth Anniversary Date**" has the meaning set forth in Section 1.1(c).

"**Fifth Anniversary Offer to Purchase Notice Date**" has the meaning set forth in Section 4.2(a).

"**Final Allocation Schedule**" has the meaning set forth in Section 1.3(a).

"**Financial Statements**" has the meaning set forth in Section 6.6.

"**Founders**" William E. Conway, Jr., Daniel A. D'Aniello and David M. Rubenstein.

"**GAAP**" means generally accepted accounting principles in the United States of America as in effect from time to time.

"**Governmental Authority**" has the meaning set forth in Section 6.1(a).

"**Guarantees**" means collectively, each of the Guarantees made by the Guarantors hereunder.

"**Guarantors**" means as of the Issue Date, each of the Carlyle Parent Entities and, in the future, the IPO Entity to the extent required by Section 12.1(c), and any Person that executes a supplemental agreement in which such Person agrees to be bound by the terms of this Agreement as a Guarantor; *provided*, *however*, that any Person constituting a Guarantor as described above shall cease to constitute a Guarantor when its Guarantee is released in accordance with the terms of this Agreement.

"**Holder**" shall mean a holder of any New Units or Notes.

"**Holder Redemption Date**" has the meaning set forth in Section 4.2(d)(ii).

"**Indebtedness**" means with respect to any Person, without duplication, (a) any indebtedness in respect of borrowed money or that is evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements with respect thereto) or representing the balance deferred and unpaid of the purchase price of any Property or services (excluding trade payables incurred and paid in the ordinary course of such Person's business) which purchase price is (i) due more than six (6) months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument, (b) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP, (c) all obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person; (d) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the credit of that Person; and (e) the face amount of any letter of credit or letter of guaranty issued, bankers' acceptances facilities, surety bond and similar credit transactions for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings or drafts, except any such balance that constitutes an accrued expense, or trade payable, if and to the extent any of the foregoing indebtedness would appear as a liability upon an unconsolidated balance sheet of such Person (but does not include contingent

liabilities which appear only in a footnote to a balance sheet).

"**Indemnified Party**" has the meaning set forth in Section 14.4(a).

"**Indemnifying Party**" has the meaning set forth in Section 14.4(a).

"**Independent Accounting Firm**" has the meaning set forth in Section 1.4(b).

"**Initial New Units**" has the meaning set forth in Section 1.1(a)(ii).

"**Initial Note Holder**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Initial Unit Holders**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Insolvency Proceeding**" means:

(a) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to any Issuer or any Guarantor or any Subsidiary, or any Property of any Issuer, any Guarantor or any of their respective Subsidiaries;

(b) any proceeding for the liquidation, dissolution or other winding-up of any Issuer, any Guarantor or any of their respective Subsidiaries, voluntary or involuntary, regardless of whether involving insolvency or bankruptcy proceedings;

(c) any assignment by any Issuer, any Guarantor or any of their respective Subsidiaries for the benefit of creditors; or

(d) any other marshaling of the assets of any Issuer, any Guarantor or any of their respective Subsidiaries.

"**interest**" when used with respect to any Note means the amount of all interest accruing on such Note, including any applicable defaulted interest pursuant to the terms of the Notes.

"**Internal Co-investment**" has the meaning set forth in the Subscription Agreement.

"**Interest Payment Date**" means each December 31 and June 30 of each year, commencing June 30, 2011.

"**International Management Fee Entity**" means TC Group Cayman, L.P.

"**IPO Closing Date**" has the meaning set forth in Section 5.2(a)(ii).

"**IPO Cutoff Date**" has the meaning set forth in Section 14.1.

"**IPO Entity**" means an entity that beneficially owns all or a proportionate share of each of the Carlyle Parent Entities.

"**IPO Entity Equity Securities**" has the meaning set forth in the Section 13.14(b).

"**IPO Entity Public Float**" means, the aggregate market value of the publicly traded common equity securities of the IPO Entity held by Persons other than (a) Carlyle Partners, (b) Carlyle Personnel Related Parties and (c) any other Person that, together with its Affiliates, owned more than 1% of the equity securities in the Carlyle Parent Entities immediately prior to the Qualified IPO, calculated based upon the closing sale price (or, if no closing sale price is reported, the last reported sale price) per share of such securities on the New York Stock Exchange or the Nasdaq Stock Market, as the case may be.

"**IPO Lock-Up Period**" shall mean the period from the consummation of a Qualified IPO until the earlier of (a) the date that is 24 months after the consummation of a Qualified IPO (or such shorter date as specified in Sections 3.4(a) and (b)) and (b) the date on which a Change of Control occurs.

"**IPO Notification**" has the meaning set forth in Section 4.2(a).

"**IPO Unit Price**" means, as applicable, (a) the initial offering price per unit of the common equity securities of the IPO Entity sold to the public in a Qualified IPO or (b) with respect to a Qualified IPO described only in clause (c) of the definition thereof, the per share volume weighted average trading price of the publicly traded equity securities of the IPO Entity during the Observation Period.

"**Issue Date**" has the meaning set forth in Section 1.2.

"**Issuer**" has the meaning set forth in the Recitals.

"**Key Man Event**" means (a) the retirement or expulsion of any Founder from the full-time conduct of the Carlyle Business, (b) the death or permanent disability of any Founder, or (c) any other event or series of related events which has the effect of causing any Founder to cease to be involved substantially on a full-time basis in conducting the Carlyle Business.

"**knowledge of the Carlyle Parent Entities**" means the actual knowledge of any Founder and such knowledge as would be imputed to such Persons after due inquiry.

"**Liabilities**" has the meaning set forth in Section 6.8.

"**Lien**" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"**Managed Funds**" has the meaning set forth in Section 6.4.

"**Material Adverse Effect**" means, with respect to a Person, a material adverse effect on the business, assets, properties, financial condition or results of operation of such Person and its Subsidiaries, taken as a whole. For the avoidance of doubt, for the purposes of the representations and warranties made by the Carlyle Parent Entities in Article 6 hereof, a "Material Adverse Effect" shall mean a material adverse effect on the business, assets properties,

financial condition or results of operations of the Carlyle Parent Entities and their Subsidiaries, taken as a whole.

"**Material Adverse Event**" means (a) a finding by any court or governmental body of competent jurisdiction in a judgment, or an admission in a settlement of any lawsuit by an Applicable Carlyle Person of (i) gross negligence, bad faith or willful misconduct by the Applicable Carlyle Person in connection with the performance of its duties, (ii) that the Applicable Carlyle Person has otherwise committed a willful and material breach of its material duties under the subscription agreement or the fund partnership agreement for any Managed Fund, or of its fiduciary duty to any investor, or a material violation of applicable United States federal securities laws, the United Kingdom Financial Services and Markets Act or the rules of the United Kingdom Financial Services Authority, or similar national securities laws or regulations, or (iii) that the Applicable Carlyle Person has otherwise committed fraud or willful misconduct in connection with the performance of its duties, in each case which has a material adverse effect on the business of the Carlyle Parent Entities, taken as a whole, or (b) the conviction of, or plea of guilty or nolo contendre by, the Applicable Carlyle Person in respect of a felony.

"**Maturity Date**" means December 31, 2020.

"**Moody's**" means Moody's Investors Service, Inc., and any successor thereto.

"**Mubadala Investors**" has the meaning set forth in the introductory paragraph to this Agreement.

"**Mubadala Notice**" has the meaning set forth in Section 1.4(a).

"**Nonpayment Default Notice**" has the meaning set forth in Section 11.4(b).

"**New Registration Rights Agreement**" has the meaning set forth in Section 3.1(c).

"**New Strategic Subscriber**" has the meaning set forth in Section 13.2.

"**New Units**" has the meaning set forth in Section 1.1(c).

"**Non-Compete Agreements**" shall mean the non-compete agreements between the Carlyle Parent Entities and each of the Founders dated as of February 1, 2001.

"**Note**" means each Subordinated Note due on the Maturity Date, issued pursuant to this Agreement and substantially in the form attached hereto as Exhibit A, as each may be amended and/or restated from time to time. Unless otherwise specifically provided, for all purposes of the Agreement, references to Notes include any PIK Notes and Excess Notes actually issued.

"**Note Holder**" and the "**Note Holders**" means the Initial Note Holder and each subsequent transferee of any Notes after the Issue Date pursuant to the terms of Section 2.7.

"**Obligations**" means any principal, interest (including any interest accruing on or subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the

rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law and including an default interest), premium, penalties, fees, indemnifications and reimbursements (including reimbursement obligations with respect to letters of credit and banker's acceptances), and guarantees of payment of such principal, interest, penalties, fees, indemnifications and reimbursements, and all other amounts, payable under the documentation governing such Obligations.

"**Observation Period**" means a period of 20 consecutive trading days beginning on the day that trading of the publicly traded common equity securities of the IPO Entity commences (after giving effect to the consummation of the Qualified IPO) on the New York Stock Exchange or the Nasdaq Stock Market, as the case may be.

"**Officer**" means: (a) with respect to any corporation, the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer, or the Secretary of such Person, or any other officer designated by the Board of Directors serving in a similar capacity as any of the foregoing; and (b) with respect to any other Person, the individuals selected by such Person to perform functions similar to those of the officers listed in clause (a) of this definition.

"**Officer's Certificate**" means a single certificate signed by an authorized Officer of the applicable Issuer.

"**Operating Agreements**" means the limited liability company agreement or limited partnership agreement, as applicable, of each of the Carlyle Parent Entities, in each case as amended to the date hereof.

"**Opinion of Counsel**" means a written opinion from legal counsel who is reasonably acceptable to the Note Holders.

"**Optional Exchange**" has the meaning set forth in Section 5.1.

"**Ownership Cap**" has the meaning set forth in Section 5.3.

"**Payment-in-Full**" means with respect to the outstanding Senior Debt, shall mean the (a) termination or expiration of all commitments of the holders of the Senior Debt to extend credit or make loans or other credit accommodations to any of the Issuers or the Guarantors under the documents governing the Senior Debt, (b) the payment in full, in cash in immediately available funds, of all the Senior Debt (other than contingent indemnification and contingent expense reimbursement obligations to the extent no claim giving rise thereto has been asserted at such time) and all letters of credit issued under the documents governing the Senior Debt have been terminated, fully cash collateralized or backstopped on terms reasonably satisfactory to the Senior Administrative Agent (but not in any event in an amount greater than 105% of the aggregate undrawn amount of such letters of credit plus unreimbursed letter of credit obligations) and (c) the termination or expiration of all of the documents governing the Senior Debt (other than letters of credit outstanding thereunder to the extent fully cash collateralized or backstopped on terms reasonably satisfactory to the Senior Administrative Agent). "**Paid-in-Full**" and "**Pay-in-Full**" shall have corresponding meanings.

"**Partner Holding Companies**" has the meaning set forth in the introductory paragraph.

"**Payment Blockage Period**" has the meaning set forth in Section 11.4.

"**Payment Blockage Period Commencement Date**" means, with respect to any Payment Blockage Period, the date that a Nonpayment Default Notice initiating such Payment Blockage Period is delivered to the Issuers.

"**Payment Blockage Period Termination Date**" means, with respect to any Payment Blockage Period, the earliest of:

(e) the 180th day after the Payment Blockage Period Commencement Date;

(f) the date on which the Senior Nonpayment Default giving rise to such Payment Blockage Period shall have been cured (which cure has been acknowledged in writing by the requisite holders of Senior Debt) or waived (in writing by the requisite holders of Senior Debt);

(g) the date such Payment Blockage Period shall have been terminated by written notice to the applicable Issuer by the holders of the Designated Senior Debt that delivered the Nonpayment Default Notice that initiated such Payment Blockage Period; and

(h) the date on which the Designated Senior Debt, the holders of which delivered the Nonpayment Default Notice giving rise to such Payment Blockage Period, shall have indefeasibly been Paid-in-Full.

"**Person**" shall mean an individual or a corporation, limited liability company, partnership, joint venture, trust, 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).

"**PIK Notes**" has the meaning set forth on Exhibit A.

"**PIK Payment**" has the meaning set forth in the Form of Note attached hereto as Exhibit A.

"**Portfolio Companies**" means "portfolio companies" owned by Managed Funds.

"**Post-IPO Primary Offering**" has the meaning set forth in Section 5.4(a).

"**Post-IPO Primary Offering Unit Price**" has the meaning set forth in Section 5.4(a).

"**Preliminary Allocation Schedule**" has the meaning set forth in Section 1.3(a).

"**Proceedings**" has the meaning set forth in Section 16.8(c).

"**Property**" means, with respect to any Person, any interests of such Person in any kind

of property or asset, whether real, personal or mixed, or tangible or intangible, including, without limitation, Capital Stock, partnership interests and other equity or ownership interests in any other Person.

"**Purchase Price**" has the meaning set forth in Section 1.1.

"**Qualified IPO**" means any one of the following:

(a) an initial public offering of common equity securities of an IPO Entity for (i) aggregate gross cash proceeds of not less than $750,000,000 or (ii) aggregate gross cash proceeds of not less than $500,000,000 and which results in at least 10% of the common equity of the IPO Entity being widely held by Persons other than Carlyle Partners, Carlyle Personnel Related Parties or any other Person that, together with its Affiliates, owned more than 1% of the equity securities in the Carlyle Parent Entities immediately prior to the Qualified IPO,

(b) an offering of common equity securities of an IPO Entity pursuant to Rule 144A under the Securities Act for (i) aggregate gross cash proceeds of not less than $750,000,000 or (ii) aggregate gross cash proceeds of not less than $500,000,000 and which results in at least 10% of the common equity of the IPO Entity being widely held by Persons other Carlyle Partners, Carlyle Personnel Related Parties or any other Person that, together with its Affiliates, owned more than 1% of the equity securities in the Carlyle Parent Entities immediately prior to the Qualified IPO, or

(c) any transaction or series of transactions, other than those described in clauses (a) or (b) of the foregoing, which results in the IPO Entity Equity Securities being listed on the New York Stock Exchange or the Nasdaq Stock Market and either (i) an IPO Entity Public Float being not less than $750,000,000 or (ii) an IPO Entity Public Float being not less than $500,000,000 and at least 10% of the common equity of the IPO Entity being widely held by Persons other Carlyle Partners, Carlyle Personnel Related Parties or any other Person that, together with its Affiliates, owned more than 1% of the equity securities in the Carlyle Parent Entities immediately prior to the Qualified IPO;

provided that, in determining whether the applicable value or ownership threshold (as described in the foregoing clauses (a), (b) and (c) of this definition) shall have been attained, such threshold shall be deemed to have been attained if either (x) the Carlyle Parent Entities timely deliver the Qualified IPO Confirmatory Notice pursuant to Section 5.2(c) or (y) the Required Holders consent to the exchange of their Notes as set forth in Section 5.2(b).

"**Qualified IPO Confirmatory Notice**" has the meaning set forth in Section 5.2(c).

"**Qualified IPO Notice**" has the meaning set forth in Section 5.2(a).

"**Qualifying Reorganization**" has the meaning set forth in Section 13.14(b).

"**Redemption Date**" has the meaning set forth in Section 4.1(c).

"**Redemption Default**" has the meaning set forth in Section 4.3(b).

"**Redemption Price**" has the meaning set forth in Section 4.1(a)(i).

"**Registration Rights Agreement**" means either (a) the Existing Registration Rights Agreement or (b) the New Registration Rights Agreement, as the case may be.

"**Regular Record Date**" means the fifteenth calendar day (regardless of whether a Business Day) immediately preceding an Interest Payment Date.

"**Regulatory Event**" shall be considered to occur if at any time a Carlyle Parent Entity, or any Affiliate thereof (excluding for this purpose any Portfolio Company), in connection with any action or omission related to its respective business: (a) receives notice that a federal or state governmental authority having jurisdiction or oversight authority with respect to its respective business is considering or will recommend commencing an enforcement action or bringing charges against it, or (b) has been publicly sanctioned, censured or reprimanded or otherwise determined to be in any material violation of any law, rule, regulation, order or judgment of any court or government agency applicable to it, pursuant to action by a court of competent jurisdiction or any such federal or state governmental authority having jurisdiction or oversight authority with respect to its respective business.

"**Related Person**" of any Person means any other Person directly or indirectly owning 10% or more of the outstanding voting Common Stock of such Person (or, in the case of a Person that is not a corporation, 10% or more of the equity interest in such Person).

"**Reorganization Dilution Protection Securities**" has the meaning set forth in Section 13.14(b).

"**Required Holders**" means, at any time, the Note Holders of more than 50% in principal amount of the Notes at the time outstanding (exclusive of Notes then owned by any one or more of the Issuers, any Subsidiary or any Affiliate of the Issuers (other than the Mubadala Investors and their Affiliates, if applicable)).

"**Restricted Payments**" means any dividend or other distribution (whether in cash, securities or other property) with the proceeds from any equity or debt interests of any Issuer or any Guarantor, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition or termination of any equity interests or any option, warrant or other right to acquire any equity or debt interests.

"**Reviewing Activities**" has the meaning set forth in Section 13.11(c).

"**Rule 144**" has the meaning set forth in Section 7.1.

"**S&P**" means Standard and Poor's Ratings Group, and any successor thereto.

"**Second Anniversary Additional Issue Date**" has the meaning set forth in Section 1.1(b).

"**Second Anniversary Additional New Units**" has the meaning set forth in Section 1.1(b).

"**Second Anniversary Date**" has the meaning set forth in Section 1.1(b).

"**Securities**" means collectively, the Notes, the Guarantees and the New Units.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor statute or statutes thereto, and the rules and regulations of the Commission promulgated thereunder.

"**Security Register**" has the meaning set forth in Section 2.6(a).

"**Senior Administrative Agent**" means the "Administrative Agent" as such term is defined in the Senior Credit Agreement.

"**Senior Credit Agreement**" means the Amended and Restated Credit Agreement dated as of November 29, 2010, among TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman, L.P., Carlyle Investment Management L.L.C., TC Group, L.L.C., the Lenders party thereto, and Citibank, N.A., as Administrative Agent and Collateral Agent, as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time.

"**Senior Credit Agreement Holders**" means the "Holders" as such term is defined in the Senior Credit Agreement.

"**Senior Credit Agreement Obligations**" means the "Obligations" as such term is defined in the Senior Credit Agreement.

"**Senior Debt**" means

(a) all Senior Credit Agreement Obligations; and

(b) with respect to an Issuer or Guarantor, all other Indebtedness of such Issuer or any such Guarantor, unless the instrument under which such Indebtedness is incurred expressly provides that such Indebtedness is on parity with or subordinated in right of payment to the Notes or the Guarantees, as applicable, and all Obligations with respect to such Indebtedness; *provided*, *however*, that Senior Debt under this clause (ii) shall not include:

(i) any loans from any Founder, Affiliate or employee of any Carlyle Parent Entity or Partner Holding Company, which shall be treated *pari passu* in right of payment with the Notes;

(ii) any obligation of any Issuer to any Subsidiary of the Issuer or of any Guarantor to the Issuer or any other Subsidiary of the Issuer,

(iii) any liability for federal, state, local or other taxes owed or owing by the Issuer or a Guarantor,

(iv) any accounts payable or other liability to trade creditors arising in the ordinary course of business (including guarantees thereof or instruments evidencing such liabilities), or

(v) any obligations with respect to any Capital Stock.

"**Senior Loan Documents**" means the "Loan Documents" as such term is defined in Senior Credit Agreement.

"**Senior Nonpayment Default**" means an event of default under any Designated Senior Debt other than a Senior Payment Default and the expiration of any grace period after which the holders of such Designated Senior Debt are permitted to accelerate the maturity thereof.

"**Senior Payment Default**" means a default in the payment of any principal of or premium, if any, or interest on any Designated Senior Debt or fee or other payment obligation with respect to any Designated Senior Debt when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration of acceleration (unless waived) or otherwise, in each case after the expiration of any applicable grace periods that must run to permit the holder of such Designated Senior Debt to accelerate the maturity of such Designated Senior Debt.

"**Sixth Anniversary Date**" has the meaning set forth in Section 4.2(a).

"**Sixth Anniversary Offer to Purchase Notice Date**" has the meaning set forth in Section 4.2(a).

"**Special Distribution**" has the meaning set forth in Section 8.1(a).

"**Stated Maturity Date**" has the meaning set forth on Exhibit A.

"**Subordinated Action Notice**" has the meaning set forth in Section 11.5.

"**Subscriber**" means each of the Initial Unit Holders as a party to the Subscription Agreement.

"**Subscription Agreement**" means the Subscription and Equity Holder Agreement, dated as of September 17, 2007 by and among the Carlyle Parent Entities, the Partner Holding Companies and the Subscribers (as defined therein) party thereto, as amended from time to time.

"**Subordinated Note Debt**" means and includes all Obligations of each of the Issuers and the Guarantors now or hereafter existing, whether fixed or contingent, in respect of principal, interest (including interest accruing after the filing of a petition under the Bankruptcy Law, to the extent allowed), fees, indemnification or any other amount in respect of this Agreement and the Notes.

"**Subsidiary**" means (a) any corporation, association or other business entity of which more than 50% of the Capital Stock entitled to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by a Carlyle Parent

Entity or one or more of the other Subsidiaries of a Carlyle Parent Entity (or a combination thereof) and (b) any partnership or limited liability company a general partner or a managing general partner or a managing member of which is a Carlyle Parent Entity or a Subsidiary of a Carlyle Parent Entity, and, with respect to both clause (a) and (b) above, which would be consolidated under GAAP in the financial statements of the Combining Companies (as defined in the Financial Statements); but which does not include the Managed Funds or Portfolio Companies.

"**Substantially All Merger**" means a merger or consolidation of one or more Issuers with or into another Person that would, in one or a series of related transactions, result in the transfer or other disposition, directly or indirectly, of all or substantially all of the properties and assets of the Credit Group to a Person that is not within the Credit Group immediately prior to such transaction.

"**Substantially All Sale**" means a sale, assignment, transfer, lease or conveyance to any other Person, in one or a series of related transactions, directly or indirectly, of all or substantially all of the properties and assets of the Credit Group to a Person that is not within the Credit Group immediately prior to such transaction.

"**Substitute GP**" has the meaning set forth in Section 13.14(b).

"**Substitute Parent Entity**" has the meaning set forth in Section 13.14(b).

"**Substitute Parent Entity Interests**" has the meaning set forth in Section 13.14(b).

"**Survival Period**" has the meaning set forth in Section 14.1.

"**Surviving Entity**" has the meaning set forth in Section 9.1(a).

"**Tag-Along Price**" has the meaning set forth in Section 2.13(b).

"**Tag-Along Securities**" has the meaning set forth in Section 2.13(b).

"**Third Party Claim**" has the meaning set forth in Section 14.4(a).

"**Transaction Documents**" means, collectively, this Agreement, the Amended Subscription Agreement, the Notes and any other documents in connection herewith.

"**Transfer**" has the meaning set forth in Section 2.7(a).

"**Transfer Notice**" has the meaning set forth in Section 2.13(a).

"**transferee**" has the meaning set forth in Section 2.7(b).

"**Transferors**" has the meaning set forth in Section 2.13(a).

"**True Up Amount**" has the meaning set forth in Section 5.4(b).

"**U.S. Management Fee Entity**" means TC Group, L.L.C.

"**Units**", in respect of each Carlyle Parent Entity, has the definition assigned to the term "Units" in the applicable Operating Agreement.

15.2 Rules of Construction

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) "or" is not exclusive;

(c) words in the singular include the plural, and words in the plural include the singular, unless the context requires otherwise;

(d) "herein," "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; and

(e) any reference to a statute, law or regulation means that statute, law or regulation as amended and in effect from time to time and includes any successor statute, law or regulation; *provided*, *however*, that any reference to the Bankruptcy Law shall mean the Bankruptcy Law as applicable to the relevant case.

16. MISCELLANEOUS

16.1 Communications

(a) Method; Address. All communications hereunder or under the Notes shall be in writing and shall be delivered either by overnight courier or by facsimile transmission (with delivery also by overnight courier sent on the day of the sending of such facsimile transmission). Communications to the Issuers shall be addressed as set forth on Annex 2, or at such other address of which the Issuers shall have notified each Holder. Communications to (i) the Holders of Units shall be as set forth in the Subscription Agreement and (ii) Note Holders shall be addressed as set forth on Annex 1 by such Note Holder, or at such other address of which such Note Holder shall have notified the Issuers (and the Issuers shall record such address in the Security Register for the registration and transfer of Notes maintained pursuant to Section 2.6).

(b) When Given. Any communication addressed and delivered as herein provided shall be deemed to be received when actually delivered to the address of the addressee (regardless of whether delivery is accepted) or if sent by facsimile transmission, upon confirmation by the transmitting equipment of successful transmission, except that if such confirmation occurs after 5:00 p.m. (in the recipient's time zone) on a Business Day, or occurs on a day that is not a Business Day, then such communication will not be deemed to be delivered until the next succeeding Business Day. Any communication not so addressed and delivered shall be ineffective.

16.2 Termination

(a) This Agreement may be terminated at any time prior to the Closing:

(i) by mutual written consent of the Mubadala Investors and the Carlyle Parent Entities; or

(ii) by either the Mubadala Investors or the Carlyle Parent Entities if the Closing shall not have occurred on or before December 31, 2010; *provided* that the right of the Mubadala Investors on the one hand, and the Carlyle Parent Entities on the other hand, to terminate this Agreement under this Section 16.2 shall not be available if such Person's failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to December 31, 2010.

(b) The party seeking to terminate this Agreement pursuant to Section 16.2(a)(ii) shall give prompt written notice of such termination to the other party.

(c) Except as set forth in Section 16.2(d), this Agreement shall terminate and be of no further force or effect immediately at any time after the Closing upon the last to occur of (i) indefeasible payment in full by the Issuers to the Holders of the outstanding principal amount of the Notes together with accrued and unpaid interest thereon and all other Subordinated Note Debt and (ii) such date as the Mubadala Investors (or, if applicable, their Affiliates) cease to hold any New Units or Exchange Securities.

(d) In the event of termination of this Agreement as provided in this Section 16.2, this Agreement shall forthwith become void and there shall be no liability on the part of any of the parties except (i) for the provisions of Section 16.12 relating to confidentiality, Section 16.7 relating to governing law, Section 16.8 relating to submission to dispute resolution and this Section 16.2 and (ii) that nothing herein shall relieve either party from liability for any breach of this Agreement prior to the date of termination.

16.3 Section Headings and Table of Contents and Construction

(a) Section Headings and Table of Contents, etc. The titles of the Sections of this Agreement and the Table of Contents of this Agreement appear as a matter of convenience only, do not constitute a part hereof and shall not affect the construction hereof. References to Sections are, unless otherwise specified, references to Sections of this Agreement. References to Annexes and Exhibits are, unless otherwise specified, references to Annexes and Exhibits attached to this Agreement.

(b) Construction. Each covenant contained herein shall be construed (absent an express contrary provision herein) as being independent of each other covenant contained herein, and compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with one or more other covenants.

16.4 Entire Agreement

This Agreement, the Subscription Agreement, the Notes and the Guarantees embody the entire agreement and understanding among the Issuers, Guarantors and the Holders, and supersede all prior agreements and understandings, relating to the subject matter hereof.

16.5 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. The provisions hereof are intended to be for the benefit of all Holders and shall be enforceable by any such Holder regardless of whether an express assignment to such Holder of rights hereunder shall have been made by any Holder; *provided*, *however*, that any provisions hereof pertaining to or made expressly for the benefit of the Mubadala Investors or their Affiliates, shall only be enforceable by or applicable to such Mubadala Investors or their Affiliates.

16.6 Amendment and Waiver

This Agreement, including the form of New Registration Rights Agreement attached hereto as Exhibit B, the Notes and any supplemental agreement delivered by a Guarantor evidencing its Guarantee obligations hereunder may be amended, supplemented or waived only with the prior written consent of the Required Holders voting as a single class and each of the Carlyle Parent Entities; *provided*, *however*, that if such amendment, supplement or waiver shall have a materially adverse impact on any individual Note Holder as compared to all Note Holders, such amendment, supplement or waiver shall require the consent of such affected Note Holder.

16.7 Governing Law

This Agreement shall be governed by and construed, performed and enforced in all respects in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws or choice of law provisions thereof.

16.8 Arbitration

(a) Arbitration. Any dispute with respect to this Agreement, the Units, the Notes or any Person's direct or indirect rights or obligations arising out of or in connection with this Agreement or the Units or Notes or the construction of this Agreement or the Units or Notes or the transactions contemplated hereby or thereby, including without limitation a breach, default, or misrepresentation or any determination made by a party hereto pursuant to this Agreement or the Units or the Notes, shall, after the unsuccessful negotiation in good faith by the parties hereto, be referred to and finally resolved by arbitration in London, England, under the London Court of International Arbitration Rules, as then in effect, which rules are deemed to be incorporated by reference into this Section 16.8. Such arbitration shall be the exclusive manner pursuant to which any dispute shall be resolved. The arbitration shall be presided over by three arbitrators. One arbitrator shall be appointed by a party or parties in dispute, and one shall be appointed by the other party or parties in dispute. The third arbitrator shall be

appointed by the first two arbitrators. In the event of the failure of either side in dispute to appoint an arbitrator or in the event of the failure of the first two arbitrators to agree on the third arbitrator 30 days after their appointment, that arbitrator shall be appointed in accordance with the London Court of International Arbitration Rules. Hearings in such arbitration proceeding shall commence within 30 days of the selection of the arbitrators or as soon thereafter as the arbitrators determine. The arbitrators shall deliver their opinion within 30 days after the completion of the arbitration hearings. The arbitrators' decision shall be final and binding upon the parties, and may be entered and enforced in any court of competent jurisdiction by any of the parties. The arbitrators shall have the power to grant temporary, preliminary and permanent relief, including, without limitation, injunctive relief and specific performance. Unless otherwise ordered by the arbitrators pursuant to Section 16.8(e), the arbitrators' expenses shall be shared equally by the parties in dispute.

(b) In furtherance of the foregoing, each of the parties hereto (i) submits to the jurisdiction of the courts of England located in London, England over any suit, action or proceeding with respect to enforcement of any arbitral award or decision rendered in accordance with the foregoing provisions, and (ii) waives any objection that it may have to the venue of any suit, action or proceeding with respect to enforcement of any arbitral award or decision rendered in accordance with the foregoing provisions in the courts of England located in London, England. For the avoidance of doubt, where an arbitral tribunal is appointed under this Agreement, the whole of its award shall be deemed for the purposes of the New York Convention on the Recognition and Enforcement of Arbitral Awards of 1958 to be contemplated by this Agreement (and judgment on any such award may be entered in accordance with the provisions set forth in this Section 16.8). The Mubadala Investors acknowledge that they are commercial entities separate from (and with an identity separate from) their direct and indirect shareholders, are capable of suing and being sued, are entering into the transactions contemplated by this Agreement as private law commercial transactions that shall not be deemed as being entered into in the exercise of any public functions and shall not assert otherwise in any judicial proceedings ancillary to an arbitration hereunder.

(c) The parties hereto agree that the process by which any arbitral or other proceedings ("**Proceedings**") in England are begun may be served on them by being delivered to Law Debenture Corporate Services Limited or their registered offices for the time being and by giving notice in accordance with Section 16.1. If Law Debenture Corporate Services Limited is not or ceases to be effectively appointed to accept service of process in England on any party's behalf, such party shall immediately appoint a further Person in England to accept service of process on its behalf. If within 15 days of notice from a party requiring another party to appoint a Person in England to accept service of process on its behalf the other party fails to do so, the party shall be entitled to appoint such a Person by written notice to the other party. Nothing in this Section 16.8(c) shall affect the right of the parties to serve process in any other manner permitted by Applicable Law.

(d) Each of the parties hereto consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings

including, without limitation, the making, enforcement or execution against any property whatsoever, irrespective of its use or intended use, of any order or judgment which is made or given in such Proceedings. No finding of fact, conclusion of law, decision, award, judgment or the like, or other issue decided or made in any Proceeding brought in New York, New York or any other jurisdiction, shall be admitted, considered or determinative in any Proceeding brought in London, England pursuant to this Section 16.8.

(e) If any arbitration is brought under this Section 16.8, the arbitrators may award the successful or prevailing party or parties reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. If any other proceeding is brought by one or more parties against one or more other parties to enforce an arbitration award, the successful or prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. For purposes of this Section 16.8(e), the determination of a successful or prevailing party or parties shall be an issue of fact to be determined by the finder of fact.

(f) The arbitration provisions of this Section 16.8 shall survive any termination or expiration of this Agreement.

16.9 Execution in Counterparts

This Agreement may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts that, collectively, show execution by each party hereto shall constitute one and the same instrument.

16.10 Severability

In case any one or more of the provisions in this Agreement or in the Securities shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law. Upon the determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties thereto shall negotiate in good faith to modify this Agreement or the Securities so as to effect their original intent as closely as possible in an acceptable manner.

16.11 Specific Performance

Each of the parties hereto acknowledges that there would be no adequate remedy at law if any party hereto fails to perform any of its obligations hereunder, and accordingly agrees that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of any other party under this Agreement in accordance with the terms and conditions of this Agreement without the need to post a bond and without proof of actual damages. Any remedy under this Section 16.11 is

subject to applicable equitable defenses and to the discretion of the arbitrators before which any proceedings therefor may be brought.

16.12 Confidentiality; No Public Announcement

(a) Each party hereto shall, and cause each of its advisors to, maintain in confidence the terms of this Agreement; *provided* that each party hereto may disclose the terms of this Agreement as required by Applicable Law, regulation or applicable securities exchange rule or requirement (*provided* that each party shall promptly notify the others of any requests for such disclosure and cooperate in all reasonable respects with the other parties to preserve the confidentiality of such information to the extent consistent with Applicable Law, regulation or applicable securities exchange rule or requirement) or to its and its Affiliates' (in the case of the Mubadala Investors, the Mubadala Investors' Affiliates') respective partners, employees, accountants, lawyers and other advisors, and the Carlyle Parent Entities may disclose such terms to Persons contemplating an investment in or provision of financing to the Carlyle Parent Entities or their affiliates, *provided*, *however*, that such disclosure shall be subject to the execution and delivery by such third Person of a non-disclosure agreement in form and substance similar to that executed by the Mubadala Investors. Neither the Carlyle Parent Entities nor the Mubadala Investors shall, without the written approval of the others, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by law, in which case the other parties shall be advised and the parties hereto shall use their best efforts to cause a mutually agreeable release or announcement to be issued.

(b) The Mubadala Investors shall, and if applicable, shall cause the Mubadala Investors' Affiliates to, maintain in confidence any confidential or proprietary financial and other information concerning any of the Carlyle Parent Entities or any aspect of the Carlyle Business, including, without limitation, each potential reorganization or Qualified IPO and any confidential or proprietary information regarding or relating to any investments or funds managed or owned, directly or indirectly, by any of the Carlyle Parent Entities or any information delivered or made available pursuant to Section 13.11; *provided*, *however*, that if any or all of the Mubadala Investors or the Mubadala Investors' Affiliates are required by Applicable Law, regulation or applicable securities exchange rule or requirement to disclose any such confidential or proprietary information, the Mubadala Investors or the Mubadala Investors' Affiliates shall be permitted to make any such disclosures as are required, but will promptly notify the Carlyle Parent Entities of any requests for such disclosure and cooperate in all reasonable respects with the Carlyle Parent Entities to preserve the confidentiality of such information to the extent consistent with Applicable Law, regulation or applicable securities exchange rule or requirement. Confidential or proprietary information does not include information that (i) becomes generally available to the public, other than as a result of a disclosure by the Mubadala Investors, the Mubadala Investors' Affiliates or their representatives, (ii) is known or was available to the Mubadala Investors, the Mubadala Investors' Affiliates or their representatives on a non-confidential basis prior to its disclosure by a Carlyle Company to the Mubadala Investors, the Mubadala Investors' Affiliates or their representatives, or (iii) was or becomes available to the Mubadala

Investors, the Mubadala Investors' Affiliates or their representatives on a non-confidential basis from a source other than a Carlyle Company; *provided* that such source has represented to the Mubadala Investors or the Mubadala Investors' Affiliates (and which the Mubadala Investors or the Mubadala Investors' Affiliates have no reason to disbelieve) that such source is not bound by a confidentiality agreement with a Carlyle Company or is otherwise not prohibited from transmitting the information to the Mubadala Investors or the Mubadala Investors' Affiliates. The Mubadala Investors acknowledges that its access to such confidential or proprietary information may restrict its ability to trade in Carlyle Securities pursuant to applicable securities laws.

(c) Notwithstanding subsections (a) and (b) above, the Mubadala Investors and the Mubadala Investors' Affiliates may disclose the terms of this Agreement and of financial and other information concerning the Carlyle Parent Entities to a third Person in connection with a contemplated Transfer; *provided, however*, that (i) such disclosure shall be subject to the execution and delivery by such third Person of a non-disclosure agreement in form and substance reasonably acceptable to the Carlyle Parent Entities and (ii) the Carlyle Parent Entities shall not contact any proposed transferee without the Mubadala Investors' prior written consent, except in the ordinary course of business.

(Remainder of page intentionally blank. Next page is signature page.)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by one of its duly authorized officers or representatives as of the date first written above.

TC GROUP, L.L.C., a Delaware limited liability company

By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TC GROUP INVESTMENT HOLDINGS, L.P., a
Delaware limited partnership

By: TCG Holdings II, L.P., its general partner

By: DBD Investors V, L.L.C., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TC GROUP CAYMAN, L.P., a Cayman Islands
exempted limited partnership

By: TCG Holdings Cayman, L.P., its general partner

By: Carlyle Offshore Partners II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

TC GROUP CAYMAN INVESTMENT
HOLDINGS, L.P., a Cayman Islands exempted
limited partnership

By: TCG Holdings Cayman II, L.P., its general partner

By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

FORTIETH INVESTMENT COMPANY L.L.C.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

MDC/TCP Investments (Cayman) I, Ltd.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

MDC/TCP Investments (Cayman) II, Ltd.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

MDC/TCP Investments (Cayman) III, Ltd.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

MDC/TCP Investments (Cayman) IV, Ltd.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

MDC/TCP Investments (Cayman) V, Ltd.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

MDC/TCP Investments (Cayman) VI, Ltd.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

Five Overseas Investment L.L.C.

By: /s/ Hani Barhoush
Name: Hani Barhoush
Title: Authorised Signatory

By: /s/ Rodney Cannon
Name: Rodney Cannon
Title: Authorised Signatory

IN WITNESS WHEREOF, solely in respect of the agreements, covenants and undertakings contained in Sections 13.6, 13.8, 13.9, 13.12 and 16, each of the undersigned has caused this Agreement to be duly executed and delivered by one of its duly authorized officers or representatives as of the date first written above.

TCG HOLDINGS, L.L.C., a Delaware limited liability company

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TCG HOLDINGS II, L.P., a Delaware limited partnership

By: DBD Investors V, L.L.C., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TCG HOLDINGS CAYMAN, L.P., a Cayman Islands exempted limited partnership

By: Carlyle Offshore Partners II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

TCG HOLDINGS CAYMAN II, L.P., a Cayman Islands exempted limited partnership

By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

EXHIBIT A

FORM OF NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR QUALIFIED UNDER ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT IS IN EFFECT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THE HOLDER OF THIS NOTE IS SUBJECT TO THE TERMS OF (A) THE NOTE AND UNIT SUBSCRIPTION AGREEMENT, DATED AS OF DECEMBER 16, 2010 AMONG THE CARLYLE PARENT ENTITIES (AS DEFINED THEREIN), THE PARTNER HOLDING COMPANIES (AS DEFINED THEREIN) AND THE HOLDERS NAMED THEREIN (AND ANY OF THEIR PERMITTED TRANSFEREES), AS AMENDED AND (B) A SUBSCRIPTION AND EQUITY HOLDER AGREEMENT BY AND AMONG THE CARLYLE PARENT ENTITIES, THE PARTNER HOLDING COMPANIES AND THE HOLDERS NAMED THEREIN, AS AMENDED. A COPY OF EACH SUCH AGREEMENT, AS AMENDED, IS AVAILABLE AT THE OFFICE OF THE ISSUER OF THIS NOTE.

THE PAYMENT OF THIS NOTE AND THE RIGHTS OF THE HOLDER OF THIS NOTE ARE SUBORDINATED TO THE PAYMENT OF SENIOR DEBT (AS DEFINED IN THE NOTE AND UNIT SUBSCRIPTION AGREEMENT REFERRED TO ABOVE) AND THE RIGHTS OF THE HOLDERS OF SENIOR DEBT UPON THE TERMS OF SUBORDINATION SET FORTH IN THE NOTE AND UNIT SUBSCRIPTION AGREEMENT REFERRED TO ABOVE.

THIS NOTE IS ISSUED WITH “ORIGINAL ISSUE DISCOUNT” FOR PURPOSES OF SECTION 1273 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE [MANAGING MEMBER/GENERAL PARTNER] OF THE ISSUER, AS REPRESENTATIVE OF THE ISSUER, WILL MAKE AVAILABLE ON REQUEST TO HOLDER(S) OF THIS NOTE THE FOLLOWING INFORMATION FOR TAX PURPOSES: ISSUE PRICE, AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY. A HOLDER MAY SUBMIT A WRITTEN REQUEST FOR SUCH INFORMATION TO: ATTENTION: GENERAL COUNSEL, THE CARLYLE GROUP, 1001 PENNSYLVANIA AVENUE, N.W., SUITE 220 SOUTH, WASHINGTON, D.C. 20004.

[TC Group L.L.C.][TC Group Cayman, L.P.][TC Group Investment Holdings, L.P.][TC Group Cayman Investment Holdings, L.P.]

SUBORDINATED NOTE DUE DECEMBER 31, 2020

No. R-____
$_____ _____ ___, 20____

[TC Group L.L.C.][TC Group Cayman, L.P.][TC Group Investment Holdings, L.P.][TC Group Cayman Investment Holdings, L.P.] (together with its successors, the "**Issuer**"), a [Delaware limited partnership] [Delaware limited liability company] [Cayman Island exempted limited partnership], for value received, hereby promises to pay to _____ or registered assigns the principal sum of $_____ on December 31, 2020 (the "**Stated Maturity Date**"); *provided* that such principal sum shall be subject to adjustment with effect as of the date of issuance as provided in Annex 3 to the Agreement, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance hereof from the date of this Note at a fixed rate of, subject to Section 4.3(c): (i) as to any Note that has not been tendered for redemption at the election of the Holder pursuant to Section 4.2 of the Agreement, 7.25% per annum to the extent paid in cash or 7.5% per annum to the extent paid by issuing PIK Notes (as defined herein); and (ii) as to any Note that has been tendered for redemption at the election of the Holder and as to which the Issuer has elected to defer redemption pursuant to Section 4.3(b) of the Agreement 8.5%; (the "**Applicable Rate**"), in arrears, semi-annually on June 30 and December 31 of each year (each, an "**Interest Payment Date**") and on the Stated Maturity Date, commencing on the first such date occurring after the date hereof, until the principal hereof shall have become due and payable; and, subject to the limitations set forth in Section 4.3(c) of the Agreement, to pay on demand cash interest (including post-petition interest in any proceeding under any Bankruptcy Law) on any overdue principal (including any overdue partial payment of principal and principal payable at the maturity hereof) and (to the extent permitted by Applicable Law) on any overdue installment of interest (the due date of such payments to be determined without giving effect to any grace period) at the Applicable Rate plus 2.0%.

Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed as of the date first above written.

[TC Group L.L.C.][TC Group Cayman, L.P.]
[TC Group Investment Holdings, L.P.][TC Group Cayman Investment Holdings, L.P.]

By: _____
Name: _____
Title: _____

[FORM OF REVERSE OF NOTE]

This Note is one of an issue of Notes of the Issuer issued pursuant to the Note and Unit Subscription Agreement dated as of December 16, 2010 (as may be amended, restated or otherwise modified from time to time, the "**Agreement**"), among the Issuers, the Guarantors and Holders from time to time a party thereto. The holder of this Note is entitled to the benefits of the Agreement. This Note is subject to the terms of the Agreement, and such terms are incorporated herein by reference. By its acceptance hereof, the holder of this Note agrees to be bound by the terms of the Agreement. To the extent any provision of this Note conflicts with the express provisions of the Agreement, the provisions of the Agreement shall govern and be controlling. Capitalized terms used herein and not defined herein have the meanings specified in the Agreement.

1. Interest or principal payable on any Interest Payment Date, Redemption Date, Exchange Date or the Stated Maturity Date or the Exchange Date (as the case may be) shall be paid to the Holder in whose name this Note is registered at the close of business on the fifteenth calendar day prior to the date for such payment of interest or principal.

2. If an Interest Payment Date, Redemption Date, Exchange Date or the Stated Maturity Date would otherwise fall on a day that is not a Business Day, such interest or principal shall be paid on the next succeeding Business Day, but no additional interest shall accrue, be owed or be payable in connection therewith, unless the Issuer fails to make payment on such next succeeding Business Day.

3. Payments of principal, cash interest and all other amounts due in respect hereof shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. Such payments shall be made to the registered holder hereof at the address shown in the Security Register maintained by the Issuer for such purpose in the manner provided in the Agreement.

4. Interest payable on the first interest payment date after the Issue Date shall be payable in cash. For any subsequent interest period, the Issuer at its election (which election shall be irrevocable once made and must be made in writing to the Holder at least 30 days prior to the beginning of the applicable interest period) may elect to pay up to 50% of the interest payment due and payable on any Interest Payment Date (such payment a "**PIK Payment**") by issuing additional Notes ("**PIK Notes**") under the Agreement on the same terms and conditions as the Notes issued on the Issue Date. If no such election is delivered to the Holder, interest will be payable in cash. The Issuer may pay up to 50% of the interest payment due and payable on any PIK Note by issuing additional PIK Notes. Any PIK Notes will be dated as of the applicable interest payment date and will bear interest from and after such date. Any PIK Notes will be issued with the description "PIK" on the face of such PIK Note. The Notes issued on the Issue Date and any PIK Notes subsequently issued under the Agreement will be treated as a single class for all purposes under the Agreement. Unless otherwise specifically provided, for all purposes of the Agreement, references to Notes include any PIK Notes actually issued and references to principal amount of the Notes includes any increase in the principal amount of the outstanding Notes (including the principal amount of PIK Notes) as a result of a PIK Payment.

5. From and after December 31, 2017, this Note is subject to redemption by the Issuer, from time to time, in whole or in part, on the terms and subject to the conditions set forth in Section 4 of the Agreement, at a redemption price of 100.0% of the then outstanding principal amount thereof to be redeemed, plus accrued and unpaid interest, if any, through and including the Redemption Date. In addition, in the event that a Qualified IPO is consummated prior to the fifth anniversary of the Issue Date, or if the Anniversary Offer to Purchase has been deferred until the sixth anniversary of the Issue Date pursuant to Section 4.2(a), the sixth anniversary of the Issue Date, any Note in respect of which an Exchange Election has not been timely received pursuant to Section 5.2 of the Agreement, is subject to redemption by the Issuer, from time to time, in whole or in part, on the terms and subject to the conditions set forth in Section 4.1(a) of the Agreement, at a redemption price of 100.0% of the then outstanding principal amount thereof to be redeemed, plus accrued and unpaid interest, if any, through and including the Redemption Date.

6. On the terms and subject to the conditions set forth in Section 4.2(a) and (b) of the Agreement, the Issuer will make to the Holder an offer to purchase all or any portion of this Note, at a purchase price equal to 100.0% of the then outstanding principal amount of this Note being redeemed, plus accrued and unpaid interest, if any, through and including the Holder Redemption Date, and to accept for payment all or any portion of this Note properly tendered by such Holder pursuant to such offer to purchase.

7. On the terms and subject to the conditions set forth in Section 4.2(c) of the Agreement, upon a Change of Control the Holder shall have the right to cause the Issuer to make an offer to purchase all or any portion of this Note, at a purchase price equal to the Change of Control Offer Price of the then outstanding principal amount of this Note being redeemed, plus accrued and unpaid interest, if any, through and including the Holder Redemption Date, and to accept for payment all or any portion of this Note properly tendered by such Holder pursuant to such offer to purchase.

8. This Note may at the election of the Holder be exchanged for Exchange Securities on the terms and subject to the conditions set forth in Section 5 of the Agreement.

9. This Note shall be issued in denominations of $50,000 initial principal amount or multiples thereof as the Holder may request and dated the Issue Date and registered in the name of the Holder or its designee; *provided* that upon any Transfer of the Notes to Persons other than Affiliates of the Holder(s), such Notes shall be issued only in denominations of $500,000 or integral multiples thereof; *provided*, *further*, that any such Transfer that would cause a violation of Section 2.7(e) of the Agreement shall immediately cease to be a permitted Transfer under the Agreement and such Notes shall be immediately transferred back to the immediately preceding Note Holder that held such Notes in compliance with Section 2.7(e).

10. This Note is a registered Note and is transferable only by surrender at the principal office of the Issuer as specified in the Agreement, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered holder of this Note or its attorney duly authorized in writing. In addition, the Agreement in certain circumstances requires delivery to the Issuer of an opinion of counsel in form and substance reasonably satisfactory to the Issuer, as conditions to any transfer of a Note.

11. The obligations evidenced by this Note are subordinated to the Senior Debt on the terms provided in the Agreement.

12. This Note shall be governed by and construed, performed and enforced in all respects in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws or choice of law provisions thereof.

13. (a) Any dispute with respect to this Note or any Person's direct or indirect rights or obligations arising out of or in connection with this Note or the construction of this Note or the transactions contemplated hereby, including without limitation a breach, default, or misrepresentation or any determination made by Issuer or Holder pursuant to this Note, shall, after the unsuccessful negotiation in good faith by the Issuer and Holder, be referred to and finally resolved by arbitration in London, England, under the London Court of International Arbitration Rules, as then in effect, which rules are deemed to be incorporated by reference into this Section 13. Such arbitration shall be the exclusive manner pursuant to which any dispute shall be resolved. The arbitration shall be presided over by three arbitrators. One arbitrator shall be appointed by the Holder, and one shall be appointed by the other party or parties in dispute. The third arbitrator shall be appointed by the first two arbitrators. In the event of the failure of either side in dispute to appoint an arbitrator or in the event of the failure of the first two arbitrators to agree on the third arbitrator 30 days after their appointment, that arbitrator shall be appointed in accordance with the London Court of International Arbitration Rules. Hearings in such arbitration proceeding shall commence within 30 days of the selection of the arbitrators or as soon thereafter as the arbitrators determine. The arbitrators shall deliver their opinion within 30 days after the completion of the arbitration hearings. The arbitrators' decision shall be final and binding upon the parties, and may be entered and enforced in any court of competent jurisdiction by any of the parties. The arbitrators shall have the power to grant temporary, preliminary and permanent relief, including, without limitation, injunctive relief and specific performance. Unless otherwise ordered by the arbitrators pursuant to Section 13(e), the arbitrators' expenses shall be shared equally by the parties in dispute.

(b) In furtherance of the foregoing, each of the parties hereto (i) submits to the jurisdiction of the courts of England located in London, England over any suit, action or proceeding with respect to enforcement of any arbitral award or decision rendered in accordance with the foregoing provisions, and (ii) waives any objection that it may have to the venue of any suit, action or proceeding with respect to enforcement of any arbitral award or decision rendered in accordance with the foregoing provisions in the courts of England located in London, England. For the avoidance of doubt, where an arbitral tribunal is appointed under this Agreement, the whole of its award shall be deemed for the purposes of the New York Convention on the Recognition and Enforcement of Arbitral Awards of 1958 to be contemplated by this Agreement (and judgment on any such award may be entered in accordance with the provisions set forth in this Section 13). The Note Holder acknowledges that it is a commercial entity separate from (and with an identity separate from) its direct and indirect shareholders, is capable of suing and being sued, is entering into the transactions contemplated by this Agreement as private law commercial transactions that shall not be deemed as being entered into in the exercise of any public functions and shall not assert otherwise in any judicial proceedings ancillary to an arbitration hereunder.

(c) The parties hereto agree that the process by which any arbitral or other proceedings ("**Proceedings**") in England are begun may be served on them by being delivered to Law Debenture Corporate Services Limited or their registered offices for the time being and by giving notice in accordance with Section 16.1 of the Agreement. If Law Debenture Corporate Services Limited is not or ceases to be effectively appointed to accept service of process in England on any party's behalf, such party shall immediately appoint a further Person in England to accept service of process on its behalf. If within 15 days of notice from a party requiring another party to appoint a Person in England to accept service of process on its behalf the other party fails to do so, the party shall be entitled to appoint such a Person by written notice to the other party. Nothing in this Section 13(c) shall affect the right of the parties to serve process in any other manner permitted by Applicable Law.

(d) Each of the parties hereto consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever, irrespective of its use or intended use, of any order or judgment which is made or given in such Proceedings. No finding of fact, conclusion of law, decision, award, judgment or the like, or other issue decided or made in any Proceeding brought in New York, New York or any other jurisdiction, shall be admitted, considered or determinative in any Proceeding brought in London, England pursuant to this Section 13.

(e) If any arbitration is brought under this Section 13, the arbitrators may award the successful or prevailing party or parties reasonable attorneys' fees and other costs incurred in that arbitration proceeding, in addition to any other relief to which it or they may be entitled. If any other proceeding is brought by one or more parties against one or more other parties to enforce an arbitration award, the successful or prevailing party or parties shall be entitled to recover its or their reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. For purposes of this Section 13(e), the determination of a successful or prevailing party or parties shall be an issue of fact to be determined by the finder of fact.

(f) The arbitration provisions of this Section 13 shall survive any termination or expiration of this Note.

ASSIGNMENT FORM

If you, the Holder, want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

_____

_____

_____

(Print or type name, address and zip code and
social security or tax ID number of assignee)

and irrevocably appoint _____, agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Dated: _____ Signed: _____

(Sign exactly as your name appears
on the other side of this Note)

Signature Guarantee: _____

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

[NAME OF PARTNERSHIP]

[_____], 2012

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

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AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
[NAME OF PARTNERSHIP]

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "*Agreement*") of [NAME OF PARTNERSHIP], a Delaware limited partnership (the "*Partnership*"), is entered into by and among the Partners (as defined below) on [____], 2012, effective as of [____], 2012 (the "*Effective Date*").

WHEREAS, the General Partner (as defined below) and [_____] (the "*Initial Limited Partner*") have entered into a limited partnership agreement dated [_____] (the "*Limited Partnership Agreement*") and formed the Partnership as a limited partnership under the laws of the State of Delaware; and

WHEREAS, the parties hereto desire to enter into this Agreement to permit the admission of the Limited Partners and further to make the modifications hereinafter set forth.

ACCORDINGLY, FOR AND IN CONSIDERATION OF the mutual covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and the sufficiency of which each Partner acknowledges and confesses, the Partners agree to amend and restate the Limited Partnership Agreement in its entirety as follows:

ARTICLE I.
DEFINITIONS

1.01 Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"*Act*" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 *et seq.*, as it may be amended from time to time, and any successor to such statute.

"*Additional Capital Contributions*" has the meaning given to that term in Section 4.02.

"*Affiliate*" means, with respect to any Person, any other Person Controlling, Controlled by, or under common Control with such first Person. No portfolio company of any Carlyle collective investment fund shall be deemed an Affiliate of the General Partner or any of its Affiliates.

"*Agreement*" has the meaning given to that term in the introductory paragraph hereof.

"*Alternative Investment Vehicle*" has the meaning given to such term in Section 2.09(a).

"*Bankrupt Partner*" means any Partner:

(a) that (i) makes a general assignment for the benefit of creditors, (ii) files a voluntary bankruptcy petition, (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding, (iv) files a petition or answer seeking for such Partner a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Partner in a proceeding of the type described in clauses (i)-(iv), (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties, or (vii) dies or is declared incompetent, or

(b) with respect to which (i) a proceeding is commenced seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law and 90 days have expired without the proceeding being dismissed, or (ii) without that Partner's consent or acquiescence, a trustee, receiver, or liquidator is appointed of that Partner or of all or any substantial part of its properties and 90 days have expired without the appointment being vacated or stayed, or if stayed, 90 days have expired after the date of expiration of a stay, unless the appointment has been vacated.

"*Business Day*" means any day other than a Saturday, a Sunday, or a holiday on which banks in the State of New York generally are closed.

"*Capital Account*" has the meaning given to such term in Section 4.08.

"*Capital Contribution*" means as to any Partner and any Series and at any time, any contribution by such Partner to the capital of the Partnership with respect to such Series at such time.

"*Capital Investment Distributable Proceeds*" means, for each separate Investment in a given Series, the Capital Investment Proceeds received by the Partnership from the Fund Entities plus the amount of proceeds received by the Partnership from the Disposition of the Partnership's ownership interest in one or more of the Fund Entities related to such Series to the extent such proceeds are attributable to the Disposition of the right to receive Capital Investment Proceeds in respect of such Investment and such Series.

"*Capital Investment Proceeds*" means, for any period and for each separate Investment in a given Series, the amount of cash and property of the Partnership with respect to such Series (other than Profits Interest Proceeds) that has been distributed to the Partnership by the Fund Entities related to such Series with respect to such Investment and such Series during such period.

"*Carlyle*" means Carlyle Investment Management L.L.C., a Delaware limited liability company, together with its Affiliates. The term "Carlyle" shall be deemed not to include any portfolio company of any Carlyle collective investment fund.

"*Carrying Value*" means with respect to a Partnership asset, the asset's adjusted basis for federal income tax purposes, except that the Carrying Values of all Partnership assets shall be adjusted to equal their respective fair market values, in accordance with the rules set forth in Treasury Regulations Section 1.704–1(b)(2)(iv)(f), except as otherwise provided herein, as of: (a) the date of the acquisition of any additional Partnership Interest by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, other than pursuant to the initial formation of the Partnership; (b) the date of the distribution of more than a *de minimis* amount of Partnership assets to a Partner; (c) the date a Partnership Interest is relinquished to the Partnership; or (d) any other date specified in Treasury Regulations; provided that such adjustments shall be made only if the General Partner determines such adjustments are appropriate to reflect the relative economic interests of the Partners. The Carrying Value of any Partnership asset distributed to any Partner shall be adjusted immediately prior to such distribution to equal its fair market value and depreciation shall be calculated by reference to Carrying Value, instead of tax basis, once Carrying Value differs from tax basis. The carrying value of any asset contributed (or deemed contributed under Treasury Regulations Section 1.704–1(b)(1)(iv)) by a Partner to the Partnership will be the fair market value of the asset at the date of its contribution thereto.

"*Class A Limited Partner*" means any Person executing this Agreement on the date hereof as a Class A Limited Partner or hereafter admitted to the Partnership as a Class A Limited Partner, as provided in this Agreement, in its capacity as a Class A Limited Partner of the Partnership, but does not include any Person who has ceased to be a Class A Limited Partner.

"*Class A Distributions Interest*" has the meaning given to such term in Section 3.05(b)(i).

"*Class B Distributions Interest*" has the meaning given to such term in Section 3.05(b)(ii).

"*Class B Escrow Account*" has the meaning given to such term in Section 5.03(a).

"*Class B Limited Partner*" means any Person executing this Agreement on the date hereof as a Class B Limited Partner or hereafter admitted to the Partnership as a Class B Limited Partner, as provided in this Agreement, in its capacity as a Class B Limited Partner of the Partnership, but does not include any Person who has ceased to be a Class B Limited Partner of the Partnership. Where applicable, references herein to Class B Limited Partner shall include each Feeder Fund Investor in a Feeder Fund that is a Class B Limited Partner.

"*Class C Limited Partner*" means any Person executing this Agreement on the date hereof as a Class C Limited Partner or hereafter admitted to the Partnership as a Class C Limited Partner, as provided in this Agreement, in its capacity as a Class C Limited Partner of the Partnership, but does not include any Person who has ceased to be a Class C Limited Partner of the Partnership. For the avoidance of doubt, Class C Limited Partners shall not be assigned Sharing Ratios.

"*Clawback Amount*" has the meaning given to such term in Section 4.03(a).

"*Code*" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" has the meaning given to such term in Section 7.02(a).

"*Control*" (or variations thereof) means the possession, directly or indirectly, through one or more intermediaries, of the following: (a) in the case of a corporation, more than 50% of the voting power of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions) or ownership of more than 50% of the capital interests therein or ownership of more than 50% of the ownership interests therein; (c) in the case of a trust or estate, more than 50% of the beneficial interest therein; (d) in the case of any other Entity, more than 50% of the economic or beneficial interest therein; or (e) in the case of any Entity, the power or authority, through ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the Entity.

"*Default Interest Rate*" means a rate per annum equal to the lesser of (a) 4% plus a varying rate per annum that is equal to the interest rate publicly quoted by Citibank, N.A. (or any successor thereto) from time to time as its prime rate in effect at its principal office in New York City, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"*Delinquent Partner*" has the meaning given to such term in Section 4.05.

"*Disability*" means, with respect to any individual, such individual's incapacitation by accident, sickness or other circumstance which renders him mentally or physically incapable of performing the duties and services required of him hereunder for a period of at least 180 days during any 12-month period.

"*Dispose*," "*Disposing*" or "*Disposition*" means a sale, assignment, transfer, exchange, pledge, grant of a security interest, or other voluntary or involuntary disposition or encumbrance, or the acts thereof.

"*Distribution Ratio*" means, for each Partner in a Series, the ratio of (i) the cumulative amount of all distributions of Profits Interest Distributable Proceeds distributed to such Partner with respect to such Series plus all amounts deemed distributed to such Partner with respect to such Series pursuant to Sections 5.02(b), 5.02(c) and 5.03(h) hereof, plus any True-Up Distribution Amounts received by such Partner with respect to such Series pursuant to Section 4.04 minus any True-Up Contribution Amounts in respect of such Series contributed to the Partnership by such Partner pursuant to Section 4.04 to (ii) the cumulative amount of all distributions of Profits Interest Distributable Proceeds distributed to all Partners with respect to such Series (plus all amounts deemed distributed to any Partner with respect to such Series pursuant to Sections 5.02(b), 5.02(c) and 5.03(h) hereof).

"*Economic Risk of Loss*" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"*Enforcement Expenses*" has the meaning given to such term in Section 4.05(b)(iv).

"*Entity*" means any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, estate or other entity.

"*Equity Pools*" means limited liability companies or other entities established for each calendar year to indirectly hold a portion of the "carried" profits interest earned in respect of certain investments made during such year by certain investment funds controlled by Carlyle. Carlyle may determine in its sole and absolute discretion not to form a separate entity to hold such interest in which case the entity designated by Carlyle will continue to hold such interest.

"*Family Member*" means, for any Partner who is an individual, a spouse, lineal ancestor, lineal descendant, brother or sister of such Partner, or lineal descendant of a brother or sister of such Partner, or such other related individual deemed to be a Family Member by the General Partner in the General Partner's sole and absolute discretion.

"*First Anniversary Date*" has the meaning given to such term in Section 10.03(a)(iv).

"*Feeder Fund*" A Limited Partner that is (a) formed to serve as a collective investment vehicle which will invest substantially all of its investable assets in the Partnership, any Alternative Investment Vehicle, any Fund Entity, and/or the general partner of any Fund Entity and (b) designated as such in writing by the General Partner upon its admission to the Partnership.

"*Feeder Fund Investor*" means a partner or similar investor in any Feeder Fund.

"*Fund Agreements*" means, with respect to each Series of the Partnership, the limited partnership agreements, or similar governing documents, as amended or modified from time to time, of the Fund Entities making the Investments that comprise the assets of such Fund Entity and, indirectly, such Series, including, where applicable, the Main Fund Partnership Agreement.

"*Fund AIV*" means an alternative investment vehicle of any Fund Entity.

"*Fund Entity*" means any Entity or vehicle or series thereof designated by the General Partner as a Fund Entity for purposes hereof.

"*General Interest Rate*" means a rate per annum equal to the lesser of (a) a varying rate per annum that is equal to the interest rate publicly quoted by Citibank, N.A. (or any successor thereto) from time to time as its prime rate in effect at its principal office in New York City, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"*General Partner*" means [_____], a Delaware company, or any successor approved by the General Partner, or, if there is no General Partner, by a Majority in Interest of the Class A Limited Partners, as General Partner of the Partnership. The General Partner shall be the general partner associated with each Series.

"*Guarantee*" has the meaning given to such term in Section 4.03(h).

"*Indemnified Party*" has the meaning given to such term in Section 6.08(a).

"*Industry Deal Team*" means one or more Persons who the General Partner determines to have investment expertise in a particular industry (*e.g.*, telecommunications or healthcare) or in a particular geography (*e.g.*, Asia or Europe), and who devote a substantial majority of their business efforts on behalf of Carlyle to the analysis, acquisition, monitoring and disposition of investments in such industry or geography.

"*Initial Capital Contribution*" has the meaning given to such term in Section 4.01.

"*Initial Limited Partner*" has the meaning given to such term in the preamble.

"*Initial Vesting Date*" has the meaning given to such term in Section 10.03(a)(v).

"*Investment*" means each separate direct or indirect investment that is acquired or made by one or more of the Fund Entities (for the avoidance of doubt, for the purpose of this Agreement the date an Investment was "acquired" shall mean the date on which the Fund Entities closed on the Investment as determined by the General Partner in its sole and absolute discretion). In the sole and absolute discretion of the General Partner, if the Fund Entities acquire interests in a single property or a single portfolio company in multiple tranches at different times, each separate tranche may be treated as a separate Investment (and Series) for the purposes of this Agreement. Furthermore, in the sole and absolute discretion of the General Partner, if one or more of the Fund Entities is a special purpose vehicle created to coinvest alongside (or in lieu of) the Main Fund or its successor funds, each investment acquired by such special purpose vehicle may be treated as a separate Investment (and Series) for the purposes of this Agreement. The portion of the Partnership's ownership interest in the Fund Entity that relates to the Investment or Investments made by related Fund Entities shall be allocated to and represented by a single Series of Partnership Interests pursuant to Section 2.08 and as designated by the General Partner.

"*Investment Gains*" with respect to (i) any Realized Investment, means the Realized Investment Gains relating to such Realized Investment and (ii) any Investment that is not a Realized Investment, means any current proceeds received with respect to such Investment other than any "Reduction in Capital Proceeds" for purposes of the Main Fund Partnership Agreement.

"*Investment Sharing Ratio Letter*" means the letter designating the Sharing Ratio of each Partner for each Investment and the Series of Partnership Interests of which such Investment shall constitute a part of the assets. A record of each Investment Sharing Ratio Letter shall be maintained by the General Partner. The Investment Sharing Ratio

Letter shall be prepared at least annually, and shall provide each Limited Partner's expected initial Sharing Ratio for all Investments acquired in a defined time period, which is expected to be one year, but may be varied by the General Partner. The General Partner may adjust the Sharing Ratio in accordance with this Agreement with respect to a specific Investment, but shall deliver a separate Investment Sharing Ratio Letter setting forth the adjusted Sharing Ratio. The General Partner shall issue a separate Investment Sharing Ratio Letter to each Feeder Fund in respect of each Feeder Fund Investor therein that has a Sharing Ratio.

"*Key Participants*" means the Class B Limited Partners (including Feeder Fund Investors) listed as Key Participants on the books and records of the Partnership. Notwithstanding any other provision of this Agreement, the General Partner may amend the books and records of the Partnership in its sole and absolute discretion (without the consent of any other Partner) to list additional Class B Limited Partners (including Feeder Fund Investors) as Key Participants or to remove a Class B Limited Partner (including a Feeder Fund Investor) as a Key Participant.

"*Limited Partner*" means any Class A Limited Partner, Class B Limited Partner or Class C Limited Partner, in its capacity as a limited partner of the Partnership.

"*Losses*" has the meaning given to such term in Section 6.08(a).

"*Main Fund*" means [NAME OF UNDERLYING FUND], a Delaware limited partnership.

"*Main Fund Partnership Agreement*" means the Amended and Restated Limited Partnership Agreement of the Main Fund, as the same may be amended, modified or supplemented from time to time.

"*Majority in Interest*" means, in combination and with respect to any Series, Partnership Interests of one or more Class A Limited Partners of such Series which, in the aggregate, are entitled to the combined Sharing Ratio of more than 50% of the Sharing Ratio of all of the Class A Limited Partners of that Series.

"*Minimum Percentage*" means, for each Key Participant, the percentage designated in such Key Participant's Minimum Percentage Letter. Except as provided in Section 10.03 or as may be provided by written agreement between a Key Participant (or, in the case of a Key Participant that is a Feeder Fund Investor, the applicable Feeder Fund on such Key Participant's behalf) and the General Partner, a Class A Limited Partner or their respective Affiliates (whether such agreement is entered into before or after the Effective Date), the General Partner may decrease the Minimum Percentage of a Key Participant (a) to the extent necessary to dilute the Key Participant to accommodate the addition of new members to a deal team, (b) to the extent the General Partner determines that a decrease of the Minimum Percentage of a Key Participant is necessary or desirable to accommodate the assignment of a Sharing Ratio for an Investment to one or more Limited Partners who are part of an Industry Deal Team that the General Partner has determined in its sole and absolute discretion is responsible, in whole or in part, for

sourcing, negotiating or managing such Investment, (c) to reflect inadequate performance by the Key Participant as determined by the General Partner in its sole and absolute discretion, (d) to reflect a change in the role that a Key Participant serves with respect to the Fund Entities, (e) if the General Partner determines in good faith that a Key Participant's Minimum Percentage should be reduced to reflect the quality or extent of such Key Participant's services to the Partnership or its Affiliates relative to the services provided by other Key Participants, or (f) if the General Partner determines in good faith that a valid business reason justifies the reduction of a Key Participant's Minimum Percentage. The General Partner in its sole and absolute discretion (without the consent of any other Partner) may increase the Minimum Percentage of a Key Participant. Adjustments to the Minimum Percentage of a Key Participant will be effective prospectively.

"Minimum Percentage Letter" means the letter from the General Partner to each Key Participant (or, in the case of a Key Participant that is a Feeder Fund Investor, to the applicable Feeder Fund in respect of such Feeder Fund Investor) designating the Minimum Percentage of such Key Participant. A record of each Minimum Percentage Letter shall be maintained by the General Partner. In the event the General Partner adjusts the Minimum Percentage of a Key Participant in accordance with this Agreement, the General Partner shall deliver a Minimum Percentage Letter setting forth the Key Participant's adjusted Minimum Percentage.

"*Net Income*" or "*Net Loss*" for any fiscal period means the taxable income or loss of the Partnership for such period as determined in accordance with the accounting method used by the Partnership for U.S. federal income tax purposes with the following adjustments: (i) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing Net Income (and Net Loss) shall be added to such taxable income or loss; (ii) if the Carrying Value of any asset differs from its adjusted tax basis for federal income tax purposes, any depreciation, amortization or gain resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (iii) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as a gain or loss in computing such taxable income or loss; and (iv) any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Net Income (and Net Loss) pursuant to this definition shall be treated as deductible items.

"*1940 Act*" has the meaning given to that term in Section 3.06.

"*Nominee*" has the meaning given to that term in Section 3.03(c).

"*Non-Delinquent Partners"* has the meaning given to such term in Section 4.05.

"*Officer*" means any Person designated as an officer of the Partnership pursuant to Section 6.09.

"*Operating Expenses*" means, for any period and any Series of Partnership Interests, the total amount of operating and other transaction expenses incurred or paid by or on behalf of the Partnership and allocated by the General Partner in its sole and absolute discretion to such Series during such period, including all legal fees, accounting fees, management fees, disposition fees, organization expenses, startup costs, overhead costs and reimbursements during such period of advances made by Partners of such Series to pay such expenses of the Partnership with respect to such Series.

"*Participants*" has the meaning given to such term in Section 12.10.

"*Partner*" means any General Partner or Limited Partner.

"*Partnership*" means [NAME OF PARTNERSHIP], a Delaware limited partnership, which is organized, operated and governed pursuant to this Agreement.

"*Partnership Counsel*" has the meaning given to such term in Section 12.09.

"*Partnership Interest*" has the meaning given to such term in Section 2.08.

"*Percentage Cap*" has the meaning given to such term in Section 3.03(e).

"*Person*" means any natural person or Entity.

"*PIDP Actual Amount*" means, for each Partner as of the applicable date of calculation hereunder, the sum of (a) the actual amount of Profits Interest Distributable Proceeds distributed to such Partner as of such date with respect to all Investments plus (b) the amount of reserves of Profits Interests Distributable Proceeds in the Class B Escrow Account with respect to such Investments that the General Partner determines is being held on behalf of such Partner as of such date plus (c) any other amount of Profits Interests Distributable Proceeds deemed distributed to such Partner as of such date with respect to such Investments.

"*PIP Ratio*" means, for each Investment in a given Series as of the applicable date of calculation hereunder, the ratio of (A) the Profits Interest Proceeds for such Investment as of such date to (B) the cumulative total Profits Interest Proceeds for all Investments in such Series as of such date.

"*Potential Clawback*" has the meaning given to such term in Section 5.03(a).

"*Profits Interest Distributable Proceeds*" means for each separate Investment in a given Series, the excess of (i) the Profits Interest Proceeds received by the Partnership from the Fund Entities for that Investment plus the amount received by the Partnership of proceeds from the Disposition of the Partnership's ownership interest in one or more of the Fund Entities related to such Series to the extent such proceeds are attributable to the right to receive Profits Interest Proceeds in respect of such Investment and such Series, over (ii) the Operating Expenses incurred by the Partnership in respect of such Series and not previously paid or reimbursed from the proceeds of any other Investment in such Series.

"*Profits Interest Proceeds*" means, for each separate Investment in a given Series, the amount of cash and other property of the Partnership and such Series that has been distributed (or deemed distributed) to the Partnership by the Fund Entities and is directly attributable to the Partnership's carried interest in the Fund Entities.

"*Purchasing Partners*" has the meaning given to such term in Section 10.02.

"*Realized Investment Gains*" means, for each Realized Investment, the excess of (i) the cumulative amount of all distributions made (or deemed to have been made) by the Fund Entities (to all their members in the aggregate) that were generated from such Realized Investment, over (ii) the sum of the aggregate amount of capital contributions made by all Persons to the Fund Entities that were used to acquire such Realized Investment.

"*Realized Investments*" means, as of any date and with respect to any Series, all Investments of that Series that have been (or have been deemed to be) the subject of a Disposition (including partial Dispositions) on or before such date; provided that an Investment shall be treated as not having been the subject of a Disposition to the extent that the proceeds from such Investment constitute "Reduction in Capital Proceeds" for purposes of the Main Fund Partnership Agreement.

"*RIG Ratio*" means, for each Investment in a given Series as of the applicable date of calculation hereunder, the ratio of (A) Investment Gains for such Investment as of such date to (B) the cumulative total of Investment Gains for all Investments in such Series as of such date.

"*Rules*" has the meaning given to such term in Section 12.09.

"*SEC*" has the meaning given to such term in Section 10.03(d).

"*Second Anniversary Date*" has the meaning given to such term in Section 10.03(a)(iii).

"*Securities Act*" has the meaning given to such term in Section 12.10(c)(vii).

"*Series*" means a separate series of Partnership Interests corresponding to a specified Investment or Investments by related Fund Entities which is designated as a separate "Series" of Partnership Interests by the General Partner in accordance with Section 2.08 hereof. The relative, participating, optional or other rights of each Series and the qualifications, limitations or restrictions thereof shall be defined in an Investment Sharing Ratio Letter, which shall adopt a name for such Series (*e.g.*, "First Series") which is distinct from the name of any then-existing Series. With respect to Partners, "Series" means those Partners holding the Partnership Interests that constitute a specified Series of Partnership Interests.

"*Seventh Anniversary Date*" has the meaning given to such term in Section 10.03(a)(i).

"*Sharing Ratio*" means, subject to adjustments as provided herein, with respect to a particular Limited Partner (other than a Class C Limited Partner) and for each separate Investment in a given Series, the percentage set forth opposite such Limited Partner's name on the Investment Sharing Ratio Letter for such Investment and such Series. The Limited Partners' Sharing Ratios with respect to a Series shall be subject to adjustment as provided under this Agreement, including, without limitation, on account of (i) the admission of Limited Partners to the Series, (ii) forfeitures by a Class B Limited Partner of such Series pursuant to Section 10.03, and (iii) Dispositions pursuant to Section 3.05.

"*Special Limited Partner*" means [ ].

"*Tax Advances*" has the meaning given to such term in Section 5.02(b).

"*Temporary Investments*" means short-term investments in money market funds, bank accounts and other money market instruments reasonably determined by the General Partner to be of high quality.

"*Termination Date*" has the meaning given to such term in Section 10.03(a).

"*Third Anniversary Date"* has the meaning given to such term in Section 10.03(a)(ii).

"*Transferring Partner*" has the meaning given to such term in Section 3.05(b)(ii).

"*True-Up Contribution Amount*" means, for each Partner as of the applicable date of calculation hereunder, the excess, if any, of (x) the PIDP Actual Amount of such Partner as of such date, over (y) the amount of all Profits Interest Distributable Proceeds allocated to such Partner in such Partner's investment tracking account as of such date pursuant to Section 5.02(a)(ii)(B).

"*True-Up Distribution Amount*" means, for each Partner as of the applicable date of calculation hereunder, the excess, if any, of (a) the amount of all Profits Interest Distributable Proceeds allocated to such Partner in such Partner's investment tracking account as of such date pursuant to Section 5.02(a)(ii)(B) over (b) the PIDP Actual Amount of such Partner as of such date.

1.02 Other Definitions. Other terms defined herein have the meanings so given them.

1.03 Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any Affiliate of such Person.

1.04 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II.
ORGANIZATION

2.01 Organization. The parties hereto continue the Partnership as a limited partnership formed on [_____] pursuant to the Act.

2.02 Name. The name of the Partnership is "[NAME OF PARTNERSHIP]" and all Partnership business must be conducted in such name or such other names that comply with applicable law as the General Partner may select from time to time. The General Partner is authorized to make any variations in the Partnership's name, which the General Partner may deem necessary or advisable; provided that (a) such name shall contain the words "Limited Partnership" or the letters "LP" or "L.P." or the equivalent translation thereof, (b) such name shall not contain the name of any Limited Partner without the consent of such Limited Partner and (c) the General Partner shall promptly give written notice of any such variation to the Limited Partners.

2.03 Registered Office and Registered Agent. The Partnership shall maintain a registered office at The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The General Partner may at any time change the location of the Partnership's offices and may establish additional offices. The name and address of the Partnership's registered agent are The Corporation Trust Company, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801.

2.04 Purpose. The Partnership and each Series is formed to engage in any lawful activity for which limited partnerships may be formed under the Act.

2.05 Organizational Certificates and Other Filings; Limitations on Conduct of Business. The General Partner has executed, delivered and filed the Certificate of Limited Partnership of the Partnership with the Secretary of State of the State of Delaware. The General Partner or an authorized designee shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Partnership to qualify to do business in any jurisdiction in which the Partnership may wish to conduct business. If requested by the General Partner, the Limited Partners shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the General Partner to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the formation and operation of a limited partnership under the laws of the State of Delaware, (b) if the General Partner deems it advisable, the operation of the Partnership as a limited partnership, or partnership in which the Limited Partners have limited liability, in all jurisdictions where the Partnership proposes to operate, (c) legal effect to be given to the limitation on interseries liability as set forth in Section 2.08, and (d) all other filings required to be made by the Partnership.

2.06 Term. The Partnership commenced on the date the certificate of limited partnership of the Partnership was filed with the Secretary of State of the State of Delaware, and shall continue in existence until the Partnership is dissolved, its affairs wound up and the certificate of limited partnership of the Partnership is cancelled in accordance with the Act.

2.07 Merger, Consolidation or Conversion. Notwithstanding any other provision of this agreement, the Partnership may merge, consolidate or convert with or into another business entity, or enter into an agreement to do so, only with the consent and agreement of the General Partner, and without the consent of any other Person, including any other Partner.

2.08 Series of Partnership Interests. The Partners intend hereby to establish separate Series of interests in the Partnership (each such interest, a "*Partnership Interest*") each with a separate Series of Partners in the Partnership having separate rights, powers and/or duties with respect to specified property or obligations of the Partnership or profits and losses associated with specified property or obligations of the Partnership. Each Series shall correspond to a specified Investment or Investments by related Fund Entities (as designated by the General Partner) and shall be designated as a separate "Series" by the General Partner. The General Partner in its sole and absolute discretion may create and issue additional Series of Partnership Interests and Partners with such rights, powers and duties, including rights, powers, and duties different from or senior to existing Series of Partnership Interests, all as the General Partner may determine in its sole and absolute discretion subject to the terms and provisions hereof, and may admit any Person as a Partner of any such additional Series without the consent of any other existing Partner ; provided that any Investment deemed to be a co-investment in the sole and absolute discretion of the General Partner shall not be included in any Series with Investments that are not deemed to be co-investments in the sole and absolute discretion of the General Partner. Each Partner, by its execution hereof, shall be deemed to have granted the General Partner the irrevocable power of attorney (which, it is hereby agreed among the Partners, is coupled with an interest, shall be irrevocable and shall survive and not be affected by the subsequent disability or incapacity of such Partner (or if such Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof)) to amend this Agreement in such ways as may be necessary to create and issue any separate Series and to admit any Person as a Partner of the Partnership associated with any such Series as permitted by this Section 2.08 without any further action or approval by any other Partner. The power of attorney granted in this Section 2.08 shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of a Partner and shall extend to its successors and assigns; and may be exercisable by such attorney-in-fact and agent for all Partners (or any of them) required to execute any such instrument, and executing such instrument acting as attorney-in-fact. No Partner shall revoke the above power of attorney. The debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable only against the assets of such Series, and not against the assets of any other Series or the assets of the Partnership generally, and, except to the extent otherwise provided in this Agreement, none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Partnership generally or any other Series shall be enforceable against the assets of such Series. Notwithstanding any other provision hereof, records shall be maintained with respect to each Series that account for the assets associated with such Series separately from the other assets of the Partnership or any other Series thereof. Expenses incurred in organizing the Partnership and any Series, and expenses deemed to be expenses of the Partnership generally shall, in each case, be allocated to the various Series in such amounts and proportions as the General Partner shall determine appropriate.

2.09 Alternative Investment Vehicles. (a) Notwithstanding any other provision of this Agreement, if the General Partner determines, in its sole and absolute discretion, that it is in the best interests of one or more Partners, Carlyle or any Fund Entity that one or more Partners participate in one or more Investments through an alternative investment vehicle, the General Partner may structure the making of such Investment or Investments outside of the Partnership by requiring each such Partner to make any such Investment directly or through a partnership or other similar vehicle organized by or at the request of the General Partner (an "Alternative Investment Vehicle") that will invest on behalf of such Partners in lieu of the Partnership. Each Partner participating in an Alternative Investment Vehicle shall make Capital Contributions, directly or indirectly, to such Alternative Investment Vehicle to the extent, for the same purposes and on substantially the same terms and conditions, in each case in all material respects, to the extent appropriate in furtherance of the purposes of this Section 2.09 as each such Partner would be required to make Capital Contributions to the Partnership. In the event one or more Partners participate in an Investment through an Alternative Investment Vehicle, distributions of cash and other property and the allocations of income, gain, loss, deduction, expense and credit from any such Alternative Investment Vehicle, and the determination of allocations and distributions pursuant to Article V hereof and of any capital contributions in respect of any Clawback Amount, shall be determined as if such Partners had participated in such Investment through the Partnership.

(b) In the case of an Investment made through a Fund AIV, distributions of cash and other property and the allocations of income, gain, loss, deduction, expense and credit from any such Fund AIV, and the determination of allocations and distributions pursuant to Article V hereof and of any capital contributions in respect of any Clawback Amount, shall be determined as if each such Investment made by such Fund AIV were an investment made by the Main Fund.

(c) Each Partner hereby irrevocably constitutes and appoints the General Partner, with full power of substitution, the true and lawful attorney-in-fact and agent of such Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of this Agreement, all agreements and instruments necessary or advisable to form each Alternative Investment Vehicle and admit such Partner as a security holder thereof and to consummate any Investment related thereto, including the execution of the organizational documents with respect to such Alternative Investment Vehicle (and amendments thereto consistent with this Section 2.09(c)). The power of attorney granted in this Section 2.09(c) is coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of a Partner and shall extend to its successors and assigns; and may be exercisable by such attorney-in-fact and agent for all Partners (or any of them) required to execute any such instrument, and executing such instrument acting as attorney-in-fact. No Partner shall revoke the above power of attorney. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular and binding, without further inquiry. If required, each Partner shall execute and deliver to the Partnership within ten (10) calendar days after the receipt of a request therefore, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof.

2.10 Feeder Fund. The Partnership Interests of a Feeder Fund shall be treated as Partnership Interests held by more than one Limited Partner for purposes of determining the appropriate treatment of such Feeder Fund in connection herewith, in light of the multiple Feeder Fund Investors in such Feeder Fund. This shall include reflecting on the books and records of the Partnership a separate Partnership Interest held by such Feeder Fund with respect to each Feeder Fund Investor therein.

ARTICLE III.
PARTNERS; DISPOSITIONS OF INTERESTS

3.01 Partners. Each of the Persons executing this Agreement effective as of the Effective Date is hereby admitted to or continues as a partner of the Partnership associated with the Series set forth in its Investment Sharing Ratio Letter(s) effective as of the Effective Date.

3.02 Withdrawal of Initial Limited Partner. The Initial Limited Partner shall be deemed to have withdrawn from the Partnership upon execution of this Agreement by the General Partner and the first additional Limited Partner.

3.03 Sharing Ratios.

(a) A separate Sharing Ratio shall be assigned by the General Partner to each Partner (other than Class C Limited Partners) of a Series for each separate Investment within such Series. The Sharing Ratios for each separate Investment in a given Series shall be set forth on a separate Investment Sharing Ratio Letter for each Partner for such Investment within such Series.

(b) The Sharing Ratio assigned to any Key Participant with respect to each Investment shall not be less than the Minimum Percentage of such Key Participant in effect as of the date the Fund Entities acquire such Investment; provided, however, that (i) any Key Participant (or, in the case of a Key Participant that is a Feeder Fund Investor, the applicable Feeder Fund on such Key Participant's behalf) may agree with the General Partner to a Sharing Ratio for any Investment that is less than such Key Participant's Minimum Percentage, (ii) all Sharing Ratios are subject to adjustment pursuant to Section 10.03 hereof notwithstanding the designated Minimum Percentage, and (iii) the Sharing Ratio assigned to any Key Participant for an Investment may be less than such Key Participant's Minimum Percentage (A) to the extent necessary to dilute the Key Participant to accommodate the addition of new members to a deal team, (B) to the extent the General Partner determines that such a dilution of the Sharing Ratio of a Key Participant for an Investment is necessary or desirable to accommodate the assignment of a Sharing Ratio for such Investment to one or more Limited Partners who are part of an Industry Deal Team that the General Partner has determined in its sole and absolute discretion is responsible, in whole or in part, for sourcing, negotiating or managing such Investment, (C) to reflect inadequate performance by the Key Participant, as determined by the General Partner in its sole and absolute discretion, (D) to reflect a change in the role that a Key Participant serves with respect to the Fund Entities, (E) if the General Partner determines in good faith that a Key Participant's Sharing Ratio should be reduced to reflect the quality or extent of such Key Participant's services to the Partnership or its Affiliates relative to the services provided by other Key Participants, or (F) if the General Partner determines in good faith that a valid business reason justifies the reduction of a Key Participant's Sharing Ratio.

(c) Unless otherwise set forth in writing for a particular Investment, for each Investment a Sharing Ratio will be assigned to The Carlyle Group Employee Co., L.L.C. in its capacity as nominee of the annual Equity Pools (the "*Nominee*"); provided that such Sharing Ratio shall be subject to adjustment as provided herein.

(d) Subject to Section 3.03(e), the General Partner in its sole and absolute discretion is authorized to increase the Sharing Ratio of a Class B Limited Partner for a particular Investment within a Series at any time. Any such adjustments shall dilute the Sharing Ratios of the Class A Limited Partners (other than the Sharing Ratio held by the Nominee) in proportion to their respective Sharing Ratios with respect to such Series.

(e) Notwithstanding anything to the contrary expressed or implied by this Agreement, the aggregate Sharing Ratios of the Class B Limited Partners of a Series (including Persons hereafter admitted as Class B Limited Partners pursuant to Section 3.04 below) for any Investment within any Series shall in no event exceed the percentage set forth in the books and records of the Partnership (including the Sharing Ratio directly or indirectly held by the Nominee in its capacity as a Class B Limited Partner) without the prior written consent of the General Partner and each Class A Limited Partner of that Series, which consent may be granted or denied in the sole and absolute discretion of the General Partner and each such Class A Limited Partner in that Series (as adjusted from time to time with such consent, the "*Percentage Cap*"). Notwithstanding the foregoing, the aggregate of all Sharing Ratios assigned to the Class B Limited Partners for a particular Investment within a Series is not required to be the Percentage Cap and may be less than the Percentage Cap.

(f) The Sharing Ratios for each Limited Partner with respect to separate Investments within a Series shall be designated by the General Partner on a separate Investment Sharing Ratio Letter for such Limited Partner with respect to such Investment, and each such Investment Sharing Ratio Letter shall be deemed a part of this Agreement without any further action by or on behalf of any other Limited Partner. In addition, within 120 days after the end of a calendar year, the General Partner shall deliver to each Class B Limited Partner a letter setting forth the initial Sharing Ratio of such Limited Partner for Investments acquired during the previous calendar year and the Series of Partnership Interests of which such Investments will constitute part of the assets.

3.04 Admission of Additional Limited Partners.

(a) *Class A Limited Partners and Class C Limited Partners.* The General Partner is authorized to admit additional Persons as Class A Limited Partners and Class C Limited Partners of any Series in the sole and absolute discretion of the General Partner without the consent of any other Partner or any other Person; provided that such Class A Limited Partners and Class C Limited Partners agree in writing to be bound by this Agreement and the terms applicable to such Series. The Sharing Ratios assigned by the General Partner to any such Class A Limited Partner admitted to the Partnership in an existing Series with respect to any Investment of such Series shall reduce the respective Sharing Ratios of each Class A Limited Partner (other than the Sharing Ratio held by the Nominee (either directly or indirectly through a Feeder Fund) in the annual Equity Pool) with respect to that Investment *pro rata* in proportion to their Sharing Ratios with respect to such Investment.

(b) *Class B Limited Partners.* The General Partner is authorized to admit additional Persons as Class B Limited Partners of any Series in the sole and absolute discretion of the General Partner; provided that such Class B Limited Partners agree in writing to be bound by this Agreement and the terms applicable to such Series. The Sharing Ratios assigned by the General Partner to any such Class B Limited Partner admitted to the Partnership in an existing Series with respect to any Investment of such Series shall reduce the respective Sharing Ratios of each Class A Limited Partner (other than the Sharing Ratio held by the Nominee (either directly or indirectly through a Feeder Fund) in the annual Equity Pool) with respect to that Investment *pro rata* in proportion to their Sharing Ratios with respect to such Investment; provided that at such time as the aggregate percentage interest held by all Class B Limited Partners for that Investment equals the Percentage Cap, the Sharing Ratios assigned by the General Partner to any such Class B Limited Partner shall reduce the Sharing Ratios of all Class B Limited Partners in that Investment (other than the Sharing Ratio held by a Nominee (either directly or indirectly through a Feeder Fund) in the annual Equity Pool) on a *pro rata* basis in proportion to their Sharing Ratios with respect to such Investment.

3.05 Restrictions on the Disposition of a Partnership Interest.

(a) Except as provided in this Section 3.05, a direct or indirect Disposition by a Partner of all or any part of its Partnership Interest in any Series may be effected only with the prior express written consent of the General Partner which may be withheld in the sole and absolute discretion of the General Partner and upon compliance with this Section 3.05. To the fullest extent permitted by law, any attempted Disposition by a Person of a Partnership Interest in any Series, or any part thereof, other than in accordance with this Section 3.05, is void and the Partnership shall not recognize it.

(b) Subject to the provisions of Sections 3.05(a) above, (c) (to the extent applicable), (d) and (e) and Section 3.06:

(i) the General Partner and, subject to the consent of the General Partner, which consent may be withheld in the General Partner's sole and absolute discretion, any Class A Limited Partner, may assign to any other Person, or, pledge, assign for security purposes, or otherwise grant a security interest in (and the pledgee, assignee or secured party may foreclose on) all or part of such Partner's interest in distributions from the Partnership with respect to any Series (any such interest in distributions being referred to herein as a "*Class A Distributions Interest*"), and in each case (A) such Disposition of a Class A Distributions Interest shall not affect such Disposing Partner's right to freely exercise management and voting rights hereunder or its ability to discharge its corresponding obligations relating thereto and such Disposing Partner shall not thereby cease to be a partner of the Partnership or a Partner associated with such Series, and (B) any such assignee, pledgee or secured party shall have only the rights accorded to an assignee of the economic rights assigned thereby, and shall not be entitled to be admitted to the Partnership as a Partner in such Series, except as set forth in Section 3.04; and

(ii) any Class B Limited Partner who is an individual may transfer (a "*Transferring Partner*") all or any portion of his or her interest in distributions from the Partnership with respect to any Series (any such interest in distributions being referred to herein as a "*Class B Distributions Interest*") to a Family Member of such Limited Partner, to a

charitable organization, or to a trust or other entity whose sole and exclusive beneficiaries, partners or shareholders, as applicable, are such Transferring Partner and/or one or more Family Members of such Transferring Partner and/or a charitable organization (with such transferee becoming either an assignee or a substitute Class B Limited Partner in such Series), but only to the extent (A) such transferee shall agree in writing, as a condition of such transfer, to be bound by the terms of this Agreement and such Series as a Class B Limited Partner of such Series, (B) such transferee shall execute a Guarantee, (C) the General Partner consents to such transfer, which consent may be withheld by the General Partner in its sole and absolute discretion, (D) such Transferring Partner shall execute a guarantee, in form and substance satisfactory to the General Partner in its sole and absolute discretion, pursuant to which such Transferring Partner shall guarantee the performance of such transferee's obligations under this Agreement; and (E) if such transferee is a corporation, partnership or other entity, such transferee shall agree in writing not to permit transfers of its stock, partnership interests or other equity interests, as applicable, to Persons other than such Transferring Partner and/or Family Members of such Transferring Partner; notwithstanding any transfer of a Partnership Interest by a Class B Limited Partner, (x) unless any such transferee is admitted as a substitute Class B Limited Partner associated with the applicable Series of Partnership Interests transferred in the sole and absolute discretion of the General Partner, the transfer shall consist only of a Class B Distributions Interest, and such transferee shall have only the rights accorded to an assignee of the economic rights assigned thereby and shall not otherwise have any rights under this Agreement or governing law afforded a Class B Limited Partner, including, without limitation, any rights under Section 7.01, (y) in the case of any such transfer of a Class B Distributions Interest, the Partnership shall be entitled to continue to make all distributions attributable to such Class B Distributions Interest to the Transferring Partner (and the transferee shall be required to look solely to the Transferring Partner to obtain any such distributions and none of the Partnership, the General Partner or any other Indemnified Party shall have any liability to the transferee for making any such distributions to the Transferring Partner as contemplated by this clause (y)), and (z) the forfeiture provisions of Section 10.03 and any other provision in this Agreement that reference the Transferring Partner's services shall continue to apply to the transferred interest as if the interest was not transferred and was still held by the original Class B Limited Partner; and

(iii) the Nominee is authorized but not required to transfer to the annual Equity Pool at or before the end of each calendar year the portion of the Partnership Interest held by the Nominee in respect of Investments acquired during such calendar year; and

(iv) the General Partner may, without the consent of any Limited Partner, transfer all or any portion of its interest as general partner of the Partnership to one of its Affiliates. In the event of a transfer of all of its interest as a general partner of the Partnership in accordance with this clause (iv), upon execution of a counterpart to this Agreement, its assignee or transferee shall be substituted in its place and admitted as general partner of the Partnership effective immediately prior to such transfer and immediately thereafter the General Partner shall withdraw as a general partner of the Partnership and cease to be a general partner of the Partnership.

(c) The Partnership may not recognize for any purpose any purported Disposition of all or part of a Partnership Interest in any Series unless and until the other applicable provisions of this Section 3.05 have been satisfied and the Partnership has received a transfer document (i)

executed by the Partner effecting the Disposition (or if the transfer is on account of the death or incapacity of the transferor, its personal representative) and the transferee, (ii) if the transferee is to be admitted to the Partnership as a Partner of such Series, including the notice address of the Person to be so admitted and its agreement to be bound by this Agreement and the terms of such Series in respect of the Partnership Interest or part thereof being obtained, (iii) if the Disposition involves a Partnership Interest in Profits Interest Distributable Proceeds, setting forth the Sharing Ratios for each Investment of such Series after the Disposition of the Partner effecting the Disposition and the Person to which the Partnership Interest or part thereof is Disposed and, if the Disposition involves a Partnership Interest in Capital Investment Distributable Proceeds, setting forth the Partnership Interest in Capital Investment Distributable Proceeds for each Investment after the Disposition of the Partner effecting the Disposition and the Person to which the Partnership Interest or part thereof is Disposed (which, in each case, together must total the Sharing Ratio and Partnership Interest in Capital Investment Distributable Proceeds for each Investment of the Partner effecting the Disposition before the Disposition), and (iv) containing a representation and warranty by each of the Transferring Partner and the transferee that the Disposition was made in accordance with all laws and regulations (including securities laws) applicable to it. Each Disposition of a Partnership Interest and, if applicable, admission complying with the provisions of this Section 3.05(c) is effective as of the first day of the calendar month immediately succeeding the month in which the requirements of this Section 3.05 have been met.

(d) For the right of a Partner to Dispose of a Partnership Interest in any Series or any part thereof or a Class A Distributions Interest or a Class B Distributions Interest, or of any Person to be admitted to the Partnership in connection therewith, to exist or be exercised (if applicable), the Partnership Interest or part thereof or Class A Distributions Interest or a Class B Distributions Interest subject to the Disposition or admission must be registered under applicable securities laws or the Partnership must receive a favorable opinion of the Partnership's legal counsel or of other legal counsel acceptable to the General Partner to the effect that the Disposition or admission is exempt from registration under those laws. The General Partner may waive the requirements of this Section 3.05(d).

(e) The Partner effecting a Disposition of a Partnership Interest and any Person admitted to the Partnership in connection with that Disposition shall, as a condition to the effectiveness of such Disposition and admission pay, or reimburse the Partnership for, all costs incurred by the Partnership in connection with the Disposition or admission (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in Section 3.05(d)), and the General Partner may also impose a reasonable fee on such Partner for administrative expenses incurred on account of a Disposition arising from a divorce or separation (including reasonable charges for in-house legal counsel and related personnel), on or before the 10th Business Day after the receipt by that Person of the Partnership's invoice for the amount due. At the election of the General Partner, any subsequent costs or expenses or other obligations incurred by the Partnership as the result of any Disposition by any Partner may be charged to such Partner.

(f) Any Class B Limited Partner who makes a transfer in accordance with the provisions of this Section 3.05 and who is a Key Participant may designate at the time of transfer that the transfer includes a portion of his or her Minimum Percentage, in which case (i) the

transferee's Minimum Percentage may not be decreased except as provided in the definition of "Minimum Percentage" in Section 1.01 (read as if the transferor were still the Key Participant with respect to the transferred interest) and (ii) the transferee's Sharing Ratio with respect to an Investment shall not be less than the transferee's Minimum Percentage in effect as of the date the Fund Entities acquire such Investment except as provided in Section 3.03(b) (read as if the transferor were still the Key Participant with respect to the transferred interest, except that the transferee rather than the transferor would have to agree if the Sharing Ratio is to be less than the Minimum Percentage by agreement as provided therein). The provisions of this Section 3.05(f) shall survive any Disposing Partner's ceasing to be a partner of the Partnership or as a Partner associated with any particular Series.

3.06 Interests in a Partner. Notwithstanding the foregoing, without the prior express written consent of the General Partner which may be withheld in the sole and absolute discretion of the General Partner, no Partner shall Dispose of all or any part of its Partnership Interest in any Series in such a manner that, after the Disposition, (i) the Partnership would be considered to have terminated within the meaning of Section 708 of the Code, (ii) the Partnership would become an association taxable as a corporation for federal income tax purposes or (iii) the Partnership or any Fund Entity would be subject to the registration requirements of the Investment Company Act of 1940, (the "*1940* Act") as amended, as reasonably determined by the General Partner.

ARTICLE IV.
CAPITAL CONTRIBUTIONS

4.01 Initial Contributions. Each Partner shall, contemporaneously with the execution hereof and/or at the time of the admission of such Partner to the Partnership associated with any Series, make the Capital Contribution with respect to such Series, if any, set forth opposite such Partner's respective name in such Partner's Investment Sharing Ratio Letter for each Investment in such Series (the "*Initial Capital Contribution"*) or as otherwise maintained in records kept in the offices of the Partnership and communicated to such Partner. Except as otherwise provided in Section 4.02, Section 4.03 and Section 4.04, no Partner shall be required to make any additional Capital Contribution to the Partnership with respect to any Series. No Partner shall have any obligation to restore any negative balance in such Partner's Capital Account upon dissolution of the Partnership or termination of any Series.

4.02 Additional Capital Contributions. With respect to each Series to the extent that (i) capital contributions are required to be made by the Partnership pursuant to the Fund Agreements for the purpose of enabling the Fund Entities related to such Series to acquire Investments and (ii) the General Partner determines in its sole and absolute discretion that the Partnership should make such capital contributions to the Fund Entities, then the General Partner shall, in its sole and absolute discretion, make, or provide for the making of, all additional Capital Contributions ("*Additional Capital Contributions"*) to the Partnership that are necessary for the Partnership to make its capital contributions to the Fund Entities with respect to such Series. The General Partner, in its capacity as general partner of the Partnership, is authorized in its sole and absolute discretion to invite any one or more other Limited Partners to participate in the making of such Additional Capital Contributions with respect to a particular Series; and the Limited Partners acknowledge and agree that the General Partner in no event shall be required to

extend any such invitation to all Limited Partners, and, for the avoidance of doubt, no Limited Partner so invited shall, unless otherwise agreed by such Limited Partner, be obligated to make any Additional Capital Contributions pursuant to this Section 4.02 without such Limited Partner's consent.

4.03 Clawback Contributions(a) **.** (a) Each Partner acknowledges that in the event the Partnership is required to return or recontribute to the Main Fund or any other Fund Entity a portion or all of the amounts representing Profits Interest Proceeds that were previously distributed by the Fund Entities (the "*Clawback Amount*"), each Partner unconditionally and irrevocably agrees, on a several (but not joint and several) basis, to make a Capital Contribution (or return or recontribute prior distributions) to the Series of Partnership Interests with respect to such Fund Entity in an amount equal to such Partner's pro rata share, based on its respective Distribution Ratios for such Fund Entity, of the Clawback Amount (net of any prior fundings to the Partnership from such Partner to pay such amount). The Partnership (at its own expense) shall use its reasonable efforts to collect any amounts from any such direct and indirect owner or former owner of the Partnership that initially fails to meet the foregoing obligation. None of the Partners shall have any obligation to pay the amounts owed under this Section 4.03 by any other Partner. A Partner's contribution obligation under this Section 4.03(a) shall be reduced by its share of the amount, if any, that is considered to have been paid to the Fund Entities on behalf of such Partner pursuant to Section 5.03(f) hereof, as applicable. For the avoidance of doubt, a Partner's pro rata share of any Capital Contribution required to be made by the Partnership in respect of a Clawback Amount or a True-Up Contribution Amount shall not be reduced to the extent Carlyle advances funds or makes a payment that reduces (or otherwise foregoes any other economic benefit that has the effect of reducing) the amount that would otherwise be required to be made by the Partnership in respect of such Clawback Amount and/or True-Up Contribution Amount, except to the extent such amounts were indirectly borne by such Partner.

(b) The capital contribution (or return or recontribution) obligations provided in this Section 4.03 shall, to the fullest extent permitted by law, be binding upon each of the Partners and former Partners and shall, to the fullest extent permitted by law, remain in full force and effect irrespective of, and shall not be terminated by, the existence of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the terms of such capital contribution obligation. The liability of each of the Partners under this Section 4.03 shall, to the fullest extent permitted by law, be absolute, unconditional and irrevocable irrespective of:

(i) any change, whether or not agreed to by such Partner, in the time, manner or place of any payment or performance of the obligation to pay its pro rata share of the Clawback Amount, or in any other term of this Agreement, the Fund Agreements or any other amendment, renewal, extension, acceleration, compromise or waiver of or any consent or departure from the terms of the Clawback Amount, this Agreement or the Fund Agreements;

(ii) the lack of power or authority of such Partner to execute and deliver this Agreement, the Partnership to execute and deliver any Fund Agreement; any defense which may at any time be available to, or asserted by, the Partnership against the Fund Entities under the Fund Agreements or by the Partners against the Partnership; the existence or continuance of the Partnership as a legal entity; or the bankruptcy or insolvency of the Partnership, the admission in writing by the Partnership of its inability to pay its debts as they mature, or its making of a

general assignment for the benefit of, or entering into a composition or arrangement with creditors;

(iii) any act, failure to act, delay or omission whatsoever on the part of the Partnership, any failure to give to the Partnership notice of default in the making of any payment due and payable under the Clawback Amount or notice of any failure on the part of the Partnership to do any act or thing or to observe or perform any covenant, condition or agreement by it to be observed or performed under the Fund Agreements or this Agreement, respectively; or

(iv) any other event or circumstance which might otherwise constitute a defense available to, or a discharge of the Partners in respect of, the Clawback Amount (other than an express discharge or release by the consent of [ ] in interest of the Fund Entity Limited Partners), it being the purpose and intent of this Section 4.03 that the obligations of each Partner hereunder shall be absolute, unconditional and irrevocable and shall not be discharged or terminated except by payment by such Partner of his, her or its obligations as set forth in this Section 4.03.

(c) Each of the Partners, to the fullest extent he, she or it may legally do so, waives notice of acceptance of the obligations provided for in this Section 4.03 and of the Clawback Amount and also waives promptness, diligence, presentment, demand of payment, notice of default, dishonor, non-payment, non-performance or any other notice to or upon the Partnership or to such Partner.

(d) Each of the Partners, to the fullest extent he, she or it may legally do so, waives any right now or hereafter existing requiring the Fund Entities, or any Limited Partner, as a condition to proceeding against such Partner hereunder, to proceed against the Partnership or any other Person, or pursue any other remedy in the Fund Entity's or such Limited Partner's power.

(e) Each of the Partners, to the fullest extent he, she or it may legally do so, waives the benefit of any statute of limitations affecting the liability of such Partner under this Section 4.03 or the enforcement hereof as amended or recodified from time to time, and agrees that any payment or performance of the Clawback Amount or other act which tolls any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to any liability of such Partner hereunder.

(f) Each of the Partners, to the fullest extent he, she or it may legally do so, waives all rights and benefits under any applicable law (to the extent applicable to such Partner hereunder) requiring the beneficiaries of the provisions of this Section 4.03 to pursue the Partnership or any other Person or remedy or exhaust any security before proceeding against such Partner.

(g) If the General Partner or any Limited Partner is required to pursue any remedy against a Partner under this Section 4.03, such Partner shall pay to the Partnership or such Limited Partner, as applicable, upon demand, all reasonable attorney's fees and expenses and all other costs and expenses incurred by such party in enforcing this Section 4.03 against such Partner.

(h) Each Class B Limited Partner (other than the Nominee) shall, contemporaneously with the execution hereof and/or at the time of the admission of such Limited Partner (i) execute and deliver to the General Partner the guarantee, a form of which is attached hereto as Exhibit A (the "*Guarantee*") as the same may hereinafter be amended or modified from time to time and (ii) cause each Person to which it distributes Profits Interest Distributable Proceeds to execute and deliver to the General Partner the Guarantee, as the same may hereinafter be amended or modified from time to time; provided that the individual Person that received a Sharing Ratio in respect of the Profits Interest Distributable Proceeds payable to such ultimate recipient may execute a Guarantee in lieu of such ultimate recipient and provided, further that no Feeder Fund shall be required to execute a Guarantee so long as each Feeder Fund Investor thereof (other than the Nominee) executes a Guarantee. Each such Limited Partner further acknowledges and agrees that in the event such Limited Partner fails for any reason to execute and deliver the Guarantee or any amendments thereto, the General Partner shall be authorized to execute the Guarantee or such amendment thereto on behalf of such Limited Partner pursuant to the power of attorney granted to the General Partner in Section 6.10. Notwithstanding anything to the contrary set forth in this Agreement, to the extent any Limited Partner returns its pro rata share of the Clawback Amount in full to the Fund Entities pursuant to the Guarantee, such Limited Partner shall not be required to make any Capital Contributions to the Partnership in respect of the Clawback Amount pursuant to this Section 4.03.

4.04 True-Up Contributions. Without limitation of the obligation of any Partner to make a Capital Contribution (or return or recontribute prior distributions) pursuant to Section 4.03, at the time of liquidation of a Fund Entity or Fund Entities that correspond to one or more Series, each Partner shall be unconditionally obligated to make a Capital Contribution (or return prior distributions) to the Partnership in an amount equal to such Partner's True-Up Contribution Amount for such Series. Each Partner shall contribute his, her or its True-Up Contribution Amount to the Partnership no later than thirty days after the General Partner delivers written notice to the Partners setting forth the Partners' respective True-Up Contribution Amounts. The Partnership shall promptly distribute the aggregate True-Up Contribution Amounts to the Partners in the ratio of the Partners' respective True-Up Distribution Amounts. Notwithstanding anything to the contrary in this Agreement, the General Partner may require a Partner to contribute all or a portion of a then existing True-Up Contribution Amount with respect to such Partner at any time in advance of the liquidation of a Fund Entity, and in calculating the amount of such True-Up Contribution Amount (and related True-Up Distribution Amounts) the General Partner in its sole and absolute discretion may include such Partner's share of any potential Clawback Amount as estimated in good faith by the General Partner at such time and may make such other adjustments to such Partner's True-Up Contribution Amount (and related True-Up Distribution Amounts) as the General Partner determines in good faith are necessary to implement the intent of the economic provisions of this Agreement with respect to the allocation and distribution of Profits Interest Distributable Proceeds.

4.05 Failure to Contribute. If a Partner does not contribute by the time required the Capital Contribution (or return of prior distributions) that Partner (the *"Delinquent Partner"*) is required to make as provided in Sections 4.01, 4.02, 4.03 and 4.04, then the General Partner (if not a Delinquent Partner) acting alone, or, if the General Partner is a Delinquent Partner, the Class A Limited Partners of the applicable Series in respect of which such default occurred other

than any Delinquent Partner ("*Non-Delinquent Partners*"), acting unanimously and jointly as a group, may exercise any of the following remedies:

(a) take such action as the General Partner or Non-Delinquent Partners may deem appropriate to obtain specific performance by the Delinquent Partner of its obligation to make that portion of the Delinquent Partner's Capital Contribution that is in default, together with interest thereon at the Default Interest Rate from the date that such Capital Contribution was due until the date that it is made, all at the cost and expense of the Delinquent Partner.

(b) deliver to the Partnership in respect of such Series all or any portion of the Delinquent Partner's Capital Contribution that is in default, in proportion to the General Partner's and/or the Non-Delinquent Partners' respective Sharing Ratios for the Investment in respect of which such Capital Contribution was to be made or in such other ratio as they may agree, with the following results:

(i) the sum delivered constitutes a loan from the General Partner and/or the Non-Delinquent Partners, in proportion to such Partners' respective Sharing Ratios for the Investment in respect of which such Capital Contribution was to be made or in such other ratio as they may agree, to the Delinquent Partner;

(ii) the principal balance of the loan and all accrued unpaid interest thereon is due and payable on the 10th Business Day after written demand therefor by the General Partner and/or the Non-Delinquent Partners to the Delinquent Partner;

(iii) the unpaid principal balance of the loan bears interest at the Default Interest Rate from the date that the advance is made until the date that the loan, together with all interest accrued on it, is repaid to the General Partner and/or Non-Delinquent Partners, as applicable; and

(iv) all distributions from the Partnership that would otherwise be made to the Delinquent Partner (whether before or after dissolution of the Partnership) instead shall be paid to the General Partner and/or the Non-Delinquent Partners, as applicable, in proportion to their respective Sharing Ratios for the Investment for which such Capital Contribution was to be made or in such other ratio as they may agree, for credit against the unpaid balance of the loan, until the loan and all interest accrued thereon shall have been paid in full (with payments being applied first to accrued and unpaid interest and then to principal), together with all other costs and expenses incurred by the Partnership in enforcing against such Delinquent Partner the obligation to pay such amounts ("*Enforcement Expenses*").

(c) set-off as appropriate from any payment hereunder or any amounts otherwise payable to such Delinquent Partner by the Partnership or any of its Affiliates (including, without limitation, distributions of Capital Investment Distributable Proceeds, Profits Interest Distributable Proceeds, other amounts payable to such Delinquent Partner from any other partnership or other entity of which such Delinquent Partner is a partner, member or stockholder and which is an Affiliate of the Partnership, and, to the extent permitted by applicable law, employee compensation) and apply such set-off amounts against such Partner's obligation to

make such Capital Contribution, any interest thereon accruing at the Default Interest Rate pursuant to Section 4.05(b) and any Enforcement Expenses.

(d) For purposes of this Section 4.05, if any Delinquent Partner is a Feeder Fund, the General Partner shall treat the Feeder Fund Investor that was responsible for such default as the Delinquent Partner and shall invoke the rights, powers and remedies specified herein separately with respect to such Feeder Fund Investor.

4.06 Return of Contributions. Except as expressly provided herein, in the Act or other applicable law, a Partner is not entitled to the return of any part of its Capital Contributions in respect of any Series or to be paid interest in respect of either its capital account or its Capital Contributions related thereto. An unrepaid Capital Contribution is not a liability of the Partnership, any Series or of the other Partners. A Partner is not required to contribute or to lend any cash or property to the Partnership to enable the Partnership to return the other Partner's Capital Contributions.

4.07 Advances by Partners. If the Partnership or any Series does not have sufficient cash to pay its obligations, the General Partner or any of its Affiliates may (but shall have no obligation to) advance all or part of the needed funds to or on behalf of the Partnership or such Series, which advance shall constitute a loan from the General Partner or such Affiliate to the Partnership or such Series, shall bear interest at the General Interest Rate from the date of the advance until the date of payment, and shall not be a Capital Contribution. Any such advance made by the General Partner or such Affiliate shall be repaid by the Partnership or such Series, as applicable, prior to any distributions under Section 5.02.

4.08 Capital Accounts. Solely for U.S. federal income tax purposes, the Partnership shall establish and maintain for each Partner owning a Partnership Interest in a particular Series a separate Capital Account (each, a "*Capital Account*"). Each Capital Contribution, if any, shall be credited to the Capital Account of such Partner on the date such contribution of capital is paid to the Partnership. In addition, each Partner's Capital Account shall be (a) credited with (i) such Partner's allocable share of any Net Income of the Partnership related to a particular Series, and (ii) the amount of any Partnership liabilities related to a particular Series that are assumed by the Partner or secured by any Partnership property distributed to the Partner, (b) debited with (i) distributions to such Partner related to a particular Series of cash or the fair market value of other property, (ii) such Partner's allocable share of Net Loss of the Partnership and expenditures of the Partner described or treated under Section 704(b) of the Code as described in Section 705(a)(2)(B) of the Code, and (iii) the amount of any liabilities of the Partner assumed by the Partnership related to a particular Series or which are secured by any property contributed by the Partner to the Partnership and (c) otherwise maintained in accordance with the provisions of the Code. Any other item which is required to be reflected in a Partner's Capital Account under Section 704(b) of the Code or otherwise under this Agreement shall be so reflected in a manner determined appropriate by the General Partner in its sole and absolute discretion. Capital Accounts shall be appropriately adjusted to reflect transfers of part (but not all) of a Partner's Partnership Interest. Interest shall not be payable on Capital Account balances. Notwithstanding anything to the contrary contained in this Agreement, the General Partner shall maintain the Capital Accounts of the Partners in accordance with the principles and requirements set forth in Section 704(b) of the Code.

4.09 Fund-Level Holdback. To the extent amounts held in escrow by the Fund Entities are used to pay investors in the Fund Entity (rather than distributed to the Partnership), the Partnership shall be deemed to have made a capital contribution to the Fund Entities, but such deemed capital contribution by the Partnership shall not be accompanied by a deemed capital contribution by the Partners to the Partnership (because amounts held in escrow by the Fund Entities and deemed distributed to the Partnership are not deemed under this Agreement to be distributed to the Partners).

ARTICLE V.
ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations for Capital Account Purposes.

(a) Net Income (Loss) of the Partnership for any fiscal period of the Partnership shall be allocated among the Capital Accounts of the Partners in a manner that as closely as possible gives economic effect to the provisions of Sections 5.02 and 11.02 and other relevant provisions hereof.

(b) All items of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners for U.S. federal, state and local income tax purposes consistent with the manner that the corresponding constituent items of Net Income (Loss) shall be allocated among the Partners pursuant to this Agreement, except as may otherwise be provided herein or by the Code. Notwithstanding the foregoing, the General Partner in its sole and absolute discretion shall make such allocations for tax purposes as may be needed to ensure that allocations are in accordance with the interests of the Partners in the Partnership, within the meaning of the Code and the Treasury Regulations. The General Partner shall determine all matters concerning allocations for U.S. tax purposes not expressly provided for herein in its sole and absolute discretion.

5.02 Distributions. (a) After satisfaction (whether by payment or reasonable provision for payment) of all fees and expenses of the Partnership (including, without limitation, all debt service payments, if any) in respect of a particular Series, the Partnership shall periodically distribute cash or other property to the Partners of such Series in accordance with this Section 5.02, with the timing and amount of each such distribution to be determined by the General Partner. Any distribution of property other than cash may be made subject to existing liabilities and obligations of such Series to the extent approved by the General Partner and all distributions (whether of cash or other property) to the Partners of any Series shall be subject to the recontribution obligations specified in Sections 4.03 and 4.04. Distributions will be made to the Partners in the same manner and kind as distributions are made to the Partnership by the Fund Entity. Except as provided in Sections 5.03 and 11.02, all distributions by the Partnership with respect to each Series shall be made as follows:

(i) Capital Investment Distributable Proceeds. Capital Investment Distributable Proceeds for each Investment within a given Series received by the Partnership from a Fund Entity shall be distributed to the Partners in proportion to their respective Capital Contributions made for the Investment generating such Capital Investment Distributable Proceeds, and

(ii) Profits Interest Distributable Proceeds. Profits Interest Distributable Proceeds for each Investment within a given Series received by the Partnership from a Fund Entity shall be distributed to the Partners (other than Class C Limited Partners) holding a Partnership Interest in such Series as follows:

(A) Proportional Distributions. If the PIP Ratio for each Investment in such Series equals the RIG Ratio for such Investment, Profits Interest Distributable Proceeds for each Investment in such Series shall be distributed to the Partners in proportion to their Sharing Ratios for such Investment (subject to Sections 5.02(c) and 5.03).

(B) Apportionment Among Investments. If the PIP Ratio for each Investment in such Series does not equal the RIG Ratio for each such Investment then:

(I) Investment Tracking Account. A tracking account shall be established pursuant to which the cumulative amount of all Profits Interest Distributable Proceeds for all Investments in such Series shall be apportioned among all Investments in such Series in proportion to the respective Investment Gains for each Investment in such Series. The amount so apportioned to each Investment in such Series in such tracking account may be greater than or less than the amount of Profits Interest Distributable Proceeds actually generated from such Investment, but, following such apportionment, the PIP Ratio for each Investment (computed using such re-apportioned amounts) shall equal the RIG Ratio for each such Investment. For the avoidance of doubt, at such time as an Investment becomes a Realized Investment, the amount of Investment Gains allocated to the tracking account in respect of such Realized Investment shall not duplicate any Investment Gains previously allocated to the tracking account in respect of such Investment.

(II) Allocation to Partners. The amounts apportioned to each Investment in such Series pursuant to Section 5.02(a)(ii)(B)(I) shall be allocated to a tracking account for each Partner (including, for the avoidance of doubt, each Feeder Fund Investor) holding a Partnership Interest in such Series in proportion to such Partner's Sharing Ratio for each such Investment in such Series. A Partner's tracking account for each Investment initially will equal the amount of Profits Interest Distributable Proceeds (i.e., the cash and the fair market value of other property) distributed (or deemed distributed) to such Partner with respect to that Investment. Upon an apportionment pursuant to Section 5.02(a)(ii)(B)(I), the allocation to the tracking account for a particular Investment that represents an increase or a decrease compared to the amount of cash (or property) of Profits Interest Distributable Proceeds previously distributed (or deemed distributed) with respect to such Investment will be allocated in accordance with each Partner's Sharing Ratio with respect to such Investment in effect on the date of the transaction that the General Partner determines to be the primary reason for the adjustment (e.g., the date of sale of another Investment).

(III) Actual Distribution. Profits Interest Distributable Proceeds for the Investment in such Series which is the subject of the distribution shall then be distributed to the Partners associated with such Series (subject to Sections 5.02(c) and 5.03) in the

ratio necessary to cause the cumulative amount of Profits Interest Distributable Proceeds in respect of such Series actually distributed (and deemed distributed) to each Partner since the creation of such Series to equal as nearly as possible the total amount allocated to each such Partner holding a Partnership Interest in such Series pursuant to Section 5.02(a)(ii)(B)(II).

(C) Notwithstanding any provision to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership or in any Series if such distribution would violate the Act or other applicable law.

(iii) Proceeds from Temporary Investments. Each distribution of proceeds from Temporary Investments shall be divided among all Partners (including the General Partner) pro rata in proportion to their respective proportionate interests in the Partnership property or funds that produced such proceeds, as determined by the General Partner in its sole and absolute discretion.

(b) To the extent the General Partner reasonably determines that the Partnership is required by law to withhold or to make tax payments on behalf of or with respect to any Partner ("*Tax Advances*"), the General Partner may withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Partner shall, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such Tax Advances were made or (ii) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Partner. Whenever the General Partner selects option (ii) pursuant to the preceding sentence for repayment of a Tax Advance by a Partner, for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such Tax Advance. To the fullest extent permitted by law, each Partner hereby agrees to indemnify and hold harmless the Partnership and the other Partners from and against any liability (including, without limitation, any liability for taxes, penalties, additions to tax, interest or failure to withhold taxes) with respect to income attributable to or distributions or other payments to such Partner.

(c) ***Holdbacks***. Notwithstanding the foregoing, each Limited Partner hereby authorizes the Partnership and the General Partner to withhold amounts otherwise payable to such Limited Partner, to the extent the General Partner in its sole and absolute discretion determines that such withholding is warranted to secure, fund, satisfy, defease or create reserves for any outstanding obligation of such Limited Partner to the General Partner or its Affiliates. Any amount withheld pursuant to this Section 5.02(c) shall immediately be paid to the General Partner or Affiliate to which such obligation is owed. Any amount withheld pursuant to this Section 5.02(c) shall be deemed distributed pursuant to all other provisions of this Agreement (and shall remain subject to the clawback provisions of Section 4.03).

5.03 Class B Escrow Account. (a) The Partnership is authorized to establish an escrow account for the Class B Limited Partners (the "*Class B Escrow Account*") for each Series of Partnership Interests:

(i) The Partnership will establish a Class B Escrow Account with a sub-account for each Class B Limited Partner of such Series (including, without limitation, each Feeder Fund Investor) with respect to whom a Termination Date has occurred. Upon receipt of any Profits Interest Proceeds from the Fund Entities relating to a particular Series with respect to a particular Investment in such Series, the Partnership shall deposit into that Series' Class B Escrow Account for each Class B Limited Partner holding a Partnership Interest in such Series with respect to whom a Termination Date has occurred an amount necessary to cause the cumulative amount deposited in the sub-account of each such Class B Limited Partner in respect of such Series since the creation of such Series to equal such Class B Limited Partner's share of any potential Clawback Amount and/or True-Up Contributions Amount (such amount to be determined by the General Partner in its sole and absolute discretion) (the "*Potential Clawback*").

(ii) The Partnership will establish a Class B Escrow Account for each Series of Partnership Interests with a sub-account for each Class B Limited Partner of such Series (including, without limitation, each Feeder Fund Investor) with respect to whom no Termination Date has occurred. Upon receipt of any Profits Interest Proceeds with respect to a particular Investment, the Partnership shall deposit into the Class B Escrow Account for each Class B Limited Partner holding a Partnership Interest in such Series with respect to whom no Termination Date has occurred an amount that the General Partner determines in its sole and absolute discretion is necessary or advisable as a reserve against any Potential Clawback (which amount may be less than the amount placed in any Class B Escrow Account for a Class B Limited Partner with respect to whom a Termination Date has occurred) and/or True-Up Contribution Amount that may be required from such Class B Limited Partner (for the avoidance of doubt, in determining such amount, the General Partner, in its sole and absolute discretion, may take into account interests such Limited Partner owns in Affiliates of Carlyle and other factors it determines relevant).

(b) Each Class B Limited Partner hereby authorizes the Partnership and the General Partner (and its shareholders) to cause each of their Affiliates (including, without limitation, Carlyle Investment Management L.L.C. and its Affiliates and The Carlyle Group Employee Co., L.L.C.) to withhold amounts from any source payable to such Class B Limited Partner (including, without limitation, coinvestment proceeds, bonuses and any other payment or distribution), to the extent the General Partner in its sole and absolute discretion determines that such withholding is warranted to secure, fund, satisfy or defease or create reserves for such Class B Limited Partner's share of the Potential Clawback, Clawback Amounts or True-Up Contributions Amounts for any Series.

(c) All amounts held in a Class B Escrow Account shall be invested in Temporary Investments.

(d) Subject to Section 5.03(e) and (f), amounts held in a Series' Class B Escrow Account shall remain in such Class B Escrow Account and may not be withdrawn by the Class B Limited Partners of such Series; provided, however, that the General Partner in its sole and absolute discretion may cause the Partnership at any time to distribute to such Class B Limited Partners, in proportion to their respective interests in such Class B Escrow Account, all or any portion of the investment earnings that have accrued on the amounts held in such Class B Escrow Account.

(e) The General Partner is authorized to release all or any portion of amounts in any Series' Class B Escrow Account at any time to the extent it determines in its sole and absolute discretion that such amounts will not be required to be (i) recontributed to the Fund Entities related to such Series or (ii) used for to satisfy a True-Up Contribution Amount (for the avoidance of doubt, in determining such amount, the General Partner, in its sole and absolute discretion, may take into account interests such Limited Partner owns in Affiliates of Carlyle and other factors it determines relevant); provided, however, that each Class B Limited Partner receiving any such distribution shall be unconditionally obligated to repay to the Partnership immediately upon request of the General Partner all amounts that have been released from the Class B Escrow Accounts and distributed to such Class B Limited Partner to the extent provided in Section 4.03.

(f) The amount, if any, that a Class B Limited Partner of a particular Series is obligated to contribute to the Partnership with respect to such Series pursuant to Section 4.03 shall be paid first from such Partner's sub-account in such Series' Class B Escrow Account and, to that extent, such Class B Limited Partner's obligation under Section 4.03 shall be considered to have been satisfied (however, such Limited Partner shall still be liable for amounts owing in excess of such escrowed amount).

(g) Any amount remaining in a Series' Class B Escrow Account after the recontribution of any Clawback Amount by the Partnership in respect of such Series shall, subject to Section 4.04, be promptly paid to the Class B Limited Partners of such Series (unless withheld by the General Partner pursuant to Section 5.02(c)) in the ratio necessary to cause the cumulative amount of all actual distributions in respect of such Series pursuant to Section 5.02 since the inception of the Partnership plus all payments pursuant to this Section 5.03(g) to each Class B Limited Partner of such Series to equal as nearly as possible the total amount allocated to such Class B Limited Partner's tracking account pursuant to Section 5.02(a)(ii)(B)(II).

(h) For purposes of calculating distributions and maintaining Capital Accounts, amounts placed in a Series' Class B Escrow Account in respect of a Class B Limited Partner of that Series will be deemed distributed to such Class B Limited Partner, and amounts required to be paid from such Class B Limited Partner's sub-account in such Class B Escrow Account to the Fund Entities shall be deemed a Capital Contribution by such Class B Limited Partner to the Partnership. Accordingly, any investment earnings on funds held in the Class B Escrow Accounts shall be deemed to be earned directly by the Class B Limited Partners of such Series in proportion to the respective balances in their Class B Escrow Account sub-accounts relating to such Series (or such investment earnings shall otherwise be allocated exclusively to such Class B Limited Partners in such proportion).

ARTICLE VI.
MANAGEMENT AND OPERATIONS
OF THE PARTNERSHIP

6.01 Management Generally. (a) To the fullest extent permitted by law and except for situations in which, or actions as to which, this Agreement specifically reserves to an individual Partner of any Series or to the Partners of any Series the authority to act or to grant or withhold their consent or approval of an action, the General Partner shall have full, complete,

and exclusive authority to manage and control the business, affairs, and properties of the Partnership and of each Series, to make all decisions regarding the same and to perform any and all other acts or activities customary or incident to the management of the Partnership's and each Series' business. The General Partner shall have the power and authority to appoint sub-managers or custodians with respect to the Partnership's and each Series' business and assets upon such terms and with such duties and responsibilities as the General Partner deems to be appropriate. Unless expressly authorized to do so by the provisions hereof, no Partner may claim or exercise any authority to act on behalf of the Partnership or any Series or to enter on behalf of the Partnership or any Series into any contract or agreement.

(b) Subject to Section 6.01(c), the Limited Partners shall have no part in the management of, or the conduct of the business of, the Partnership or any Series (unless expressly authorized to do so by the provisions hereof) and shall have no authority or right to act on behalf of the Partnership or any Series in connection with any matter or with any third party. Unless expressly authorized to do so by the provisions hereof or by action of the General Partner, no Partner may claim or exercise any authority to act on behalf of the Partnership or any Series or to enter on behalf of the Partnership or any Series into any contract or agreement.

(c) Notwithstanding any other provision of this Agreement, the Special Limited Partner shall be allowed to manage the affairs of the Partnership and each Series to the same extent that the General Partner is authorized to manage the affairs of the Partnership, but only jointly with the General Partner (notwithstanding the single authority given to the General Partner in the succeeding proviso); provided that the General Partner shall have single authority to manage the affairs of the Partnership and provided further that the Special Limited Partner shall have no authority to bind the Partnership or any Series with respect to any third party and shall not hold itself out to third parties as being able to bind the Partnership or any Series. For the avoidance of doubt, as far as the authority to bind the Partnership and each Series is concerned, the Special Limited Partner shall have no authority with respect to the exercise by the Partnership or any Series, on behalf of itself or any other entity for which the Partnership serves as a general partner, of any voting power with respect to voting stock or voting securities held, directly or indirectly, by the Partnership or any Series or any other entity for which the Partnership or any Series serves as a general partner. The Special Limited Partner shall act in conformity with this Agreement and with the instructions and directions of the General Partner, and in no event shall the Special Limited Partner be considered a general partner of the Partnership by agreement, estoppel, as a result of the performance of its duties or otherwise.

6.02 Authority of the General Partner. The General Partner shall have the power, right and authority on behalf and in the name of the Partnership and any Series to carry out any and all of the objectives and purposes of the Partnership and to perform all acts which the General Partner, in its sole and absolute discretion, may deem necessary or desirable, including, without limitation, the power to:

(a) enter into, and take any action under or interpret and construe, any contract, agreement or other instrument (including, without limitation, this Agreement) as the General Partner shall determine to be necessary or desirable to further the purposes of the Partnership;

(b) open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;

(c) collect all sums due to the Partnership or any Series and contest and exercise the Partnership's right to collect all such sums;

(d) to the extent that funds of the Partnership or any Series are available therefor, pay as they become due all debts, obligations and operating expenses of the Partnership or such Series;

(e) acquire, hold, manage, own, sell, transfer, convey, assign, exchange or otherwise dispose of any assets of the Partnership or any Series for purposes of the Partnership or such Series only;

(f) borrow money or otherwise commit the credit of the Partnership or any Series, the making of voluntary prepayments or extensions of debt and securing debt of the Partnership or any Series with assets of the Partnership or such Series for purposes of the Partnership or such Series only; provided that to the extent such borrowings relate to specific assets of the Partnership or any Series and are made on a recourse basis or a security interest is granted in respect thereof, such recourse or security may be granted only on the assets of the Partnership or any Series in respect of which such borrowings were made;

(g) employ, compensate and dismiss from employment any and all employees, attorneys, accountants, consultants, appraisers or custodians of the assets of the Partnership or any Series or other agents, on such terms and for such compensation as the General Partner may determine;

(h) obtain insurance for the Partnership relating to the indemnification referred to in Section 6.08 hereof;

(i) admit additional Partners as provided herein;

(j) determine distributions of cash and other property as provided in Section 5.02;

(k) dissolve and wind up the Partnership or terminate and wind up each Series as provided in Article XI;

(l) bring and defend actions and proceedings at law or equity and before any governmental, administrative or other regulatory agency, body or commission;

(m) make all elections, investigations, evaluations and decisions, binding the Partnership or any Series thereby, that may in the sole judgment of the General Partner be necessary or desirable for the acquisition, management or disposition of assets, including, without limitation, the exercise of rights to elect to adjust the tax basis of Partnership or any Series assets;

(n) incur expenses and other obligations on behalf of the Partnership or any Series in accordance with this Agreement, and, to the extent that funds of the Partnership or any Series are available for such purpose, pay all such expenses and obligations;

(o) act for and on behalf of the Partnership and each Series in all matters incidental to the foregoing, including, without limitation, the taking of all actions for which any power of attorney is granted in Section 6.10; and

(p) consult with and seek the advice of one or more of the Limited Partners.

6.03 Transactions with Affiliates. To the extent permitted by applicable law, the General Partner, whether acting for itself or on behalf of the Partnership or any Series, is hereby authorized to purchase property from, sell property to, or otherwise deal with any Affiliate of the General Partner, any Limited Partner, or any Affiliate of any such Persons; provided that any such dealing (i) shall be made on a basis believed by the General Partner in good faith to be arm's length if made on behalf of the Partnership or any Series and (ii) shall otherwise not be in violation of this Agreement. Neither the Partnership nor any Series nor any Partner shall have any rights in or to any income or profits received by the General Partner or any of its Affiliates in any transaction permitted under this Section 6.03.

6.04 Expenses. The Partnership with respect to each Series shall reimburse the General Partner for all out-of-pocket expenses incurred by the General Partner in connection with the preparation of this Agreement, any amendments hereto and the organization and operation of the Partnership and any Series. The General Partner may allocate such expenses and any other Operating Expenses among each Series in its sole and absolute discretion.

6.05 Advances by the General Partner. The General Partner (or its Affiliate) may, but shall not be obligated to, advance its own funds to the Partnership or any Series in the circumstances where the Partnership may borrow pursuant to Section 6.02(f). If the General Partner (or its Affiliate) advances funds to the Partnership or any Series, the General Partner (or its Affiliate) shall be repaid, together with interest at a rate per annum equal to the General Interest Rate, as promptly as practicable out of funds of the Partnership or any Series determined by the General Partner, in its sole and absolute discretion, to be available for such purpose.

6.06 Duty of Care; Other Activities.

(a) Notwithstanding any duty otherwise existing at law or equity or otherwise, and except as otherwise provided in this Agreement, including where a matter is stated to be within the General Partner's sole discretion or sole and absolute discretion, the General Partner shall act in good faith in activities relating to the conduct of the business of the Partnership and each Series and in resolving conflicts of interest; provided, however, the General Partner, its shareholders and their respective shareholders, members, partners, directors, officers, senior advisors and employees shall have no liability to the Partnership or the applicable Series, any Series or to any other Partner except for acts of fraud, gross negligence or willful misconduct. In addition, they shall not be liable to the Partnership or to any other Partner for honest mistakes of judgment, for actions taken in the good faith belief that the actions promoted the interests of the Partnership, or for losses due to such mistakes or for the negligence (whether of omission or

commission), dishonesty or bad faith of any employee, broker or other agent of the Partnership or a Series (but only if such employee, broker or other agent is not affiliated with the General Partner and is selected by the General Partner without gross negligence). The General Partner and the owners, employees and agents of the General Partner shall be fully protected and justified with respect to any action or omission taken or suffered by any of them if such action or omission is taken or suffered in good faith reliance upon and in accordance with the opinion or advice as to matters of law of legal counsel, or as to matters of accounting of accountants, selected by any of them without gross negligence.

(b) The General Partner, any of its Affiliates and any officer or employee of any such Person shall be required to devote only such time to the affairs of the Partnership and each Series as the General Partner determines in its sole and absolute discretion may be necessary to manage and operate the Partnership to promote the interests of the Partnership and each Series and the Partners, and each such Person, to the extent not otherwise directed by the General Partner, shall be free to serve any other Person or enterprise in any capacity that it may deem appropriate in its sole and absolute discretion.

(c) To the extent that, at law or in equity or otherwise, the General Partner or other Indemnified Party has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, each Series or to another Partner, and to the maximum extent permitted by law, the General Partner or other Indemnified Party acting under this Agreement shall not be liable to the Partnership, any Series or to any such other Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of the General Partner or other Indemnified Party otherwise existing at law or in equity or otherwise, are agreed by the Partners to restrict or eliminate such other duties and liabilities of the General Partner or other Indemnified Party.

6.07 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner as herein set forth.

6.08 Indemnification. (b) To the fullest extent permitted by law, the Partnership shall indemnify the General Partner, its shareholders and their respective shareholders, members, partners, directors, officers, senior advisors and employees (each, an "*Indemnified Party*") and hold them harmless from and against all losses, costs, liabilities, damages, settlements and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (together, "*Losses*") that are incurred by any Indemnified Party and arise out of or in connection with the affairs of the Partnership or any Series or the Fund Entities, including acting as a director or the equivalent of any entity in which an Investment is made, or the performance by such Indemnified Party of any of the General Partner's responsibilities hereunder or otherwise in connection with the matters contemplated herein; provided that such indemnity shall not apply to actions by an Indemnified Party constituting fraud, gross negligence or willful misconduct.

(a) Expenses reasonably incurred by an Indemnified Party in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Partnership prior to the final disposition thereof upon receipt of an undertaking by or on behalf of

the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder. No advances shall be made by the Partnership under this Section 6.08(b) without the prior written approval of the General Partner.

(b) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity or otherwise and shall extend to such Indemnified Party's successors, assigns and legal representatives.

(c) The satisfaction of any indemnification and any saving harmless pursuant to this Section 6.08 shall be from and limited to Partnership assets; provided that to the extent that such Losses are attributable to, or incurred in connection with, a particular Investment or Series of Partnership Interests, such indemnity shall be provided by, and the costs and expenses thereof shall be borne by, holders of Partnership Interests of the relevant Investment or Series, as applicable, in proportion to their respective Capital Contributions for such Investment or Series (if related to Capital Interest Distributable Proceeds) or as apportioned by the General Partner (if related to Profits Interest Distributable Proceeds), as applicable; and provided, further, that each Partner will be obligated to return any amounts distributed with respect to a specified Series or Investment, as applicable, to it in order to fund any deficiency in the Partnership's indemnity obligations hereunder for such Series or Investment to the extent provided in Section 7.05.

6.09 Officers. The General Partner may, from time to time, designate one or more Persons to be Officers of the Partnership with respect to any Series, with such titles as the General Partner may assign to such Persons. Officers so designated shall have such authority and perform such duties as the General Partner may, from time to time, delegate to them. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the Officers and agents of the Partnership with respect to any Series shall be fixed from time to time by the General Partner. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the General Partner. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the General Partner whenever in its judgment the best interests of the Partnership with respect to any Series will be served thereby. Designation of an Officer shall not of itself create any contractual rights. Any vacancy occurring in any office of the Partnership may be filled by the General Partner.

6.10 Power of Attorney. Each Limited Partner hereby appoints the General Partner, with full power of substitution, as its true and lawful attorney-in-fact for the purpose of executing, swearing to, acknowledging and delivering all certificates, documents and other instruments (including the Guarantee as provided in Section 4.03(h)) as may be necessary, appropriate or advisable in the judgment of the General Partner, in furtherance of the business of the Partnership or any Series, or complying with applicable law (including, without limitation, any regulatory statutes and regulations). Such power shall be irrevocable and is coupled with an interest, and shall survive and not be affected by the subsequent disability or incapacity of such Partner (or if such Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof). Each Partner agrees

that it shall not revoke the above power of attorney. Upon request by the General Partner, each other Partner shall confirm its grant of such power of attorney or any use thereof by the General Partner or shall execute, swear to, acknowledge and deliver any such certificate, document or other instrument.

ARTICLE VII.
RIGHTS OF PARTNERS

7.01 Access to Information. Each Limited Partner shall have access to all information to which a Partner is entitled to have access pursuant to the Act; provided, however, that a Class B Limited Partner's and Class C Limited Partner's right to information regarding Investments in any Series shall be limited exclusively to information regarding Investments in any Series for which such Class B Limited Partner or such Class C Limited Partner has a Sharing Ratio or has made a Capital Contribution. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from each Class B Limited Partner and Class C Limited Partner any information the disclosure of which the General Partner believes in good faith is not in the best interest of the Partnership with respect to any Series or is adverse to the interests of the Partnership with respect to any Series or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential, including without limitation, the Sharing Ratios and Capital Contributions of other Partners.

7.02 Confidentiality. (a) Unless the General Partner agrees otherwise, each Limited Partner shall, to the fullest extent permitted by law, hold in strict confidence any information it receives regarding the Partnership, any Series, the Fund Entities, any Investment, the General Partner, any other Partner or their respective Affiliates, whether such information is received from the Partnership, its Affiliates, the other Partners or their respective Affiliates or another Person (collectively "Confidential Information"); provided, however, that such restrictions shall not apply to (a) information that is or becomes available to the public generally without breach of this Section 7.02; (b) disclosures required to be made by applicable laws and regulations or stock exchange requirements or requirements of a self-regulatory organization; (c) disclosures required to be made pursuant to an order, subpoena or legal process; (d) disclosures to officers, directors or Affiliates of such Limited Partner (and the officers and directors of such Affiliates), and to auditors, counsel and other professional advisors to such Persons or the Partnership (generally or with respect to any Series) (provided, however, that such Persons have been informed of the confidential nature of the information, and, in any event, the Limited Partner disclosing such information shall be liable for any failure by such Persons to abide by the provisions of this Section 7.02); or (e) disclosures in connection with any litigation or dispute among the Partners and/or the Partnership; provided, further, that any disclosure pursuant to clauses (b), (c), (d) or (e) of this sentence shall be made only subject to such procedures as the Limited Partner making such disclosure determines in good faith are reasonable and appropriate in the circumstances, taking into account the need to maintain the confidentiality of such information and the availability, if any, of procedures under laws, regulations, subpoenas or other legal process. Each Limited Partner shall, to the fullest extent possible, notify the General Partner immediately upon becoming aware of any order, subpoena or other legal process providing for the disclosure or production of information subject to the provisions of the immediately preceding sentence and, to the extent not prohibited by applicable law, immediately shall supply the General Partner

with a copy of any such order, subpoena or other legal process. In addition, each Limited Partner shall, to the fullest extent possible, notify the General Partner prior to disclosing or producing any information subject to the provisions of the two immediately preceding sentences and, to the extent not prohibited by applicable law, shall permit the General Partner to seek a protective order protecting the confidentiality of such information. The obligations of a Limited Partner pursuant to this Section 7.02 shall continue following the time such Person ceases to be a Limited Partner. Each Limited Partner acknowledges that disclosure of information in violation of the provisions of this Section 7.02 may cause irreparable injury to the Partnership and the Partners for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Limited Partner agrees that its obligations under this Section 7.02 may be enforced by specific performance and that breaches or prospective breaches of this Section 7.02 may be enjoined. Each Class B Limited Partner further acknowledges that its Partnership Interest shall be forfeited to the Partnership, in the event of a breach of this Section 7.02 by such Class B Limited Partner.

(b) Notwithstanding the provisions of Section 7.02(a), the General Partner agrees that each Feeder Fund may provide each Feeder Fund Investor thereof with any Confidential Information received by such Feeder Fund; provided that each such Feeder Fund Investor has agreed contractually to maintain the confidentiality of such information on substantively similar terms as provided for in this Agreement.

7.03 Non-Disparagement. Each Partner agrees that, in communications with Persons other than the Partners and the Partnership (and their respective Affiliates, employees, members and partners or employees of Affiliates of Partners or the Partnership), it shall not disparage in any way, and shall always speak well of, the Partnership, the Fund Entities and each other Partner (and their respective Affiliates and their respective members, shareholders, directors, employees and partners). Under no circumstances shall any Partner, in communications with Persons other than the Partners and the Partnership (and their Affiliates, employees, members and partners), criticize or disparage any business practice, policy, statement, valuation or report that is made, conducted or published by the Partnership, the Fund Entities or any other Partner (and their respective Affiliates and their respective members, shareholders, directors, employees and partners). Notwithstanding the foregoing, this Section 7.03 shall not be construed to (a) prohibit or restrain any criticism or other statements made in communications exclusively between or among any of the Partners, the Partnership, their Affiliates, members, partners or their respective employees, to the extent such communications or statements are made in the ordinary course of business of Carlyle or (b) prohibit any Person from making truthful statements when required by order of a court or other body having jurisdiction, or as otherwise may be required by law or legal process. The obligations of each Partner under this Section 7.03 shall continue after the date such Person ceases to be a Partner. Each Partner acknowledges that any violation of this Section 7.03 may cause irreparable injury to the Partners and the Partnership for which monetary damages are inadequate and difficult to compute. Accordingly, this Section 7.03 may be enforced by specific performance, and prospective breaches of this Section 7.03 may be enjoined. Each Class B Limited Partner further acknowledges that its Partnership Interest shall be forfeited to the Partnership in the event of a breach of this Section 7.03 by such Class B Limited Partner.

7.04 Non-Solicitation/Non-Interference. Each Limited Partner agrees that, for a period of six months after the last day on which such Limited Partner is employed by The Carlyle Group or any of its Affiliates, such Limited Partner will not, directly or indirectly, without the prior written consent of the General Partner: (i) participate in any capacity, including as an investor or an advisor, in any transaction that, as of the date of termination of such employment, the Fund Entities, the Partnership or any of their Affiliates was actively considering investing in or offering to invest in and known to such Limited Partner; (ii) solicit, contact or identify investors in the Fund Entities or any affiliated investment partnership or fund (to the extent the Limited Partner knows that such Person is an investor, directly or indirectly, in such partnership or fund) on behalf of any Person; or (iii) induce or seek to induce any current employee of any Fund Entity, Carlyle or its Affiliates to become employed by such Limited Partner or any Person employing such Limited Partner. The parties acknowledge and agree that the restrictions set forth in this Section 7.04 are believed by the parties to be reasonable and necessitated by legitimate business needs. In the event that any court or tribunal of competent jurisdiction shall determine this Section 7.04 to be unenforceable or invalid for any reason, the parties agree that this Section 7.04 shall be interpreted to extend only over the maximum period of time for which it may be enforceable, and/or over the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in any and all respects as to which it may be enforceable, all as determined by such court or tribunal. The parties further agree that the Partnership and each Limited Partner will be entitled (without posting bond or security) to injunctive or other equitable relief, as deemed appropriate by any such court or tribunal, to prevent a breach of a Limited Partner's obligations set forth in this Section 7.04. Each Class B Limited Partner further acknowledges that its Partnership Interest shall be forfeited to the Partnership in the event of a breach of this Section 7.04 by such Class B Limited Partner.

7.05 Liability to Third Parties. Subject to the Act, no Limited Partner shall have any personal liability for any obligations or liabilities of the Partnership or any Series, whether such obligations or liabilities arise in contract, tort or otherwise, except as provided for in this Agreement and except to the extent that any such obligations or liabilities are expressly assumed in writing by such Limited Partner; provided that, to the maximum extent permitted by law and subject to limitations set forth below, each Partner (including any former Partner) in respect of an Investment may be required to return distributions made to such Partner or former Partner with respect to such Investment for the purpose of meeting such Partner's share of the Partnership's indemnity obligations with respect to such Investment under Section 6.08 or indemnity obligations with respect to such Investment owed by the Partnership pursuant to the Fund Agreements, in an amount up to, but in no event in excess of, the aggregate amount of distributions actually received by such Partner from the Partnership or any Alternative Investment Vehicle, in all cases, with respect to the relevant Investment. To the extent such indemnity obligations are attributable to, or incurred in connection with, a particular Investment, such indemnity shall be provided by, and the costs and expenses thereof shall be borne by, holders of Partnership Interests of the relevant Investments in proportion to their respective Capital Contributions for such Investment (if the indemnity relates to Capital Interest Distributable Proceeds) or in a proportion determined by the General Partner (if the indemnity relates to Profits Interest Distributable Proceeds). The General Partner will adjust the amount of Investment Gains and Profits Interest Distributable Proceeds to reflect return of distributions of Profits Interest Distributable Proceeds made pursuant to this Section 7.05. However, if, notwithstanding the terms of this Agreement, it is determined under applicable law that any

Partner has received a distribution that is required to be returned to or for the account of the Partnership or any other Partner or creditors of the Partnership, then the obligation under applicable law of any Partner to return all or any part of a distribution made to such Partner shall be the obligation of such Partner and not of any other Partner. Nothing in this Section 7.05 (or any other provision of this Agreement) shall be construed as an agreement by the Partnership to indemnify or hold harmless any Limited Partner in its capacity as such.

ARTICLE VIII.
TAXES

8.01 Federal Income Tax. The General Partner, in its sole and absolute discretion, may elect to treat each Series of Partnership Interests as a separate partnership for United States federal income tax purposes, and to the extent permitted by applicable law, (i) for state and local franchise and income tax purposes and (ii) for all non-U.S. income tax purposes. In such event, the provisions of this Agreement shall be deemed to apply separately to each Series and shall be interpreted accordingly to the extent the General Partner determines is necessary or appropriate.

8.02 Tax Returns. The General Partner shall cause to be prepared and filed all necessary U.S. federal and state income tax returns for each Series of Partnership Interests, including making the elections described in Section 8.03. Each other Partner shall furnish to the General Partner all pertinent information in its possession relating to Partnership operations that is necessary to enable the Partnership's income tax returns to be prepared and filed. The General Partner shall use its commercially reasonable efforts to prepare all federal and state tax returns on a timely basis taking into account all available extensions.

8.03 Tax Elections. The General Partner shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Partnership and the accounting methods and conventions under the tax laws of the United States and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. In addition, the General Partner shall determine whether to make or refrain from making the election provided for in Section 754 of the Code, and any and all other elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions, in its sole and absolute discretion. The "tax matters partner" for purposes of Section 6231(a)(7) of the Code shall be the General Partner. The General Partner shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code with respect to the Partnership. It is the intent of the Partners that the Partnership be treated as a partnership for federal income tax purposes and, to the extent permitted by applicable law for state and local franchise and income tax purposes. Neither the Partnership nor any Partner shall make an election for the Partnership or a Series to be treated as a corporation for U.S. federal income tax purposes.

ARTICLE IX.
BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

9.01 Maintenance of Books. The books of account for the Partnership that are required by the Act shall be maintained at the principal office of the Partnership or such other place as the General Partner may deem appropriate, and shall be maintained on an accrual basis

in accordance with the terms of this Agreement, except that the capital accounts of the Partners shall be maintained in accordance with Section 4.08. The calendar year shall be the accounting year of the Partnership. Each Partner agrees that it will take no position on its individual tax returns inconsistent with the positions taken on the Partnership's tax returns. Each Partner hereby waives any rights it may have pursuant to the Code or otherwise to participate in any tax matters or controversies with respect to the Partnership or any Series.

9.02 Bank Accounts. The General Partner shall cause the Partnership to establish and maintain one or more separate bank and investment accounts for the funds of each Series of Partnership Interests in the Partnership's name (with appropriate designations for each such Series) with such financial institutions and firms as the General Partner may select and designate signatories thereon.

ARTICLE X.
WITHDRAWAL, EXPULSION, BANKRUPTCY, ETC.

10.01 Withdrawal. No Partner shall resign or withdraw from the Partnership or any Series with respect to a Series without the consent of the General Partner and otherwise shall have no right or power to resign or withdraw from the Partnership or any Series.

10.02 Bankrupt Partners. This Section 10.02 shall apply if any Partner in a particular Series (including any Feeder Fund Investor) becomes a Bankrupt Partner. In such event, the General Partner and Class A Limited Partners of such Series that are not Bankrupt Partners (the "*Purchasing Partners*"), acting unanimously and jointly as a group shall have the option (but not the obligation), exercisable by notice to the Bankrupt Partner (or its representative) at any time prior to the 90th day after receipt of notice or obtaining actual knowledge of the occurrence of the event causing such Partner to become a Bankrupt Partner, to buy or cause their designee to buy, and on the exercise of this option the Bankrupt Partner (or its representative) shall sell, its Partnership Interest in such Series (and in the case of a Feeder Fund Investor the relevant Feeder Fund shall sell such portion of its Partnership Interest as is allocable to the Feeder Fund Investor). The purchase shall be made by the Purchasing Partners in proportion to their respective Sharing Ratios in the corresponding Series at the relevant time or in such other ratio as they may agree (taking into account such Bankrupt Partner's Potential Clawback). The purchase price shall be an amount equal to the fair market value of the Partnership Interest in such Series determined by agreement by the Bankrupt Partner (or its representative) and the Purchasing Partners; provided that if those Persons do not agree on the fair market value on or before the 30th day following the exercise of the option, such fair market value shall be determined by an independent appraiser mutually satisfactory to the Bankrupt Partner and the Purchasing Partners. The Purchasing Partners shall pay the fair market value as so determined in four equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate) due on each of the first three anniversaries of the closing. The payment to be made to the Bankrupt Partner or its representative under this Section 10.02 shall be in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Partner and its representative (and of all Persons claiming by, through, or under the Bankrupt Partner and its representative) in and in respect of the Series of Partnership Interests held by such Partner in the Partnership, including, without limitation, any rights in specific

property of such Series, and any rights against the Partnership or any Series and (insofar as the affairs of the Partnership or any Series are concerned) against the Partners of such Series or any other Series. The Purchasing Partners shall assume such Bankrupt Partner's Potential Clawback.

10.03 Forfeiture of Class B Limited Partner Interests. (c) *Reduction of Class B Limited Partner Sharing Ratio*. Except as provided in Section 10.03(b) or 10.03(d), if a Class B Limited Partner (other than the Equity Pools and the Nominee) (or, in the case of a Class B Limited Partner that is not a natural person, the natural person associated with such Class B Limited Partner) of a particular Series ceases to be a service provider for the Partnership, any of its Affiliates or Carlyle for any reason (including death or Disability) on any date (the "*Termination Date*"), as determined by the General Partner in its sole and absolute discretion, such Class B Limited Partner's Sharing Ratio for each Investment of such Series acquired by such Fund Entities before such Termination Date shall be reduced as of the Termination Date as follows:

(i) if the Termination Date occurs on or after the date (the "*Seventh Anniversary Date*") that is seven years after the Initial Vesting Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 100% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(ii) If the Termination Date occurs on or after the date (the "*Third Anniversary Date*") that is three years after the Initial Vesting Date, but before the Seventh Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 80.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(iii) If the Termination Date occurs on or after the date (the "*Second Anniversary Date*") that is two years after the Initial Vesting Date, but before the Third Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 60.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(iv) If the Termination Date occurs on or after the date (the "*First Anniversary Date*") that is one year after the Initial Vesting Date, but before the Second Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 40.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(v) If the Termination Date occurs on or after the date (the "*Initial Vesting Date*") that is the last day of the calendar year in which the Partnership with respect to such Series acquired the Investment (for the avoidance of doubt, the date an Investment was "acquired" shall mean the date on which the Fund Entities closed on the Investment as determined by the General Partner in its sole and absolute discretion), but before the First Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 20.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date; and

(vi) If the Termination Date occurs before the Initial Vesting Date for an Investment of such Series, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 0%.

(b) *Prospective Application*. Any reduction of a Sharing Ratio for any Investment of such Series pursuant to this Section 10.03 shall apply only prospectively from the date of the reduction, and no such reduction shall diminish a Class B Limited Partner's entitlement to prior distributions that have actually been made (or deemed to have been made by the Partnership) before the Termination Date.

(c) *No Interest in Subsequent Investments*. A Class B Limited Partner's Sharing Ratio shall be 0% with respect to Investments of such Series acquired by the related Fund Entities after a Termination Date with respect to such Class B Limited Partner.

(d) *Penalty for Cause*. If the Class B Limited Partner (or, in the case of a Class B Limited Partner that is not a natural person, the natural person associated with such Class B Limited Partner) (i) ceases to be a service provider with respect to a particular Series by the Fund Entities because such Class B Limited Partner (or such natural person) is relieved from such duties for Cause by any Class A Limited Partner of that Series, the General Partner or their Affiliates or Carlyle or (ii) the General Partner determines at any time (including a determination made following the termination of such Class B Limited Partner's services to Carlyle) that such Class B Limited Partner committed any act or engaged in any conduct constituting Cause during the term of such Class B Limited Partner's services to Carlyle, such Class B Limited Partner's Sharing Ratio for all Investments in that Series shall be reduced to 0%. For purposes of this Section 10.03, "Cause" shall exist if a Class B Limited Partner (or such natural person) has (A) engaged in gross negligence or willful misconduct in the performance of his duties with respect to any Investment of such Series (or the Partnership's or the related Fund Entities' interests therein) or any of the activities of the Partnership or the related Fund Entities, (B) materially failed or refused to perform those duties, (C) willfully engaged in conduct that he knows or, based on facts known to him, should know is materially injurious to any Investment of such Series, the Partnership, the Series, the Class A Limited Partners of that Series, the General Partner or their Affiliates or Carlyle, (D) materially breached any material provision of this Agreement, (E) been convicted of, or entered a plea bargain or settlement admitting guilt for, any felony or misdemeanor involving moral turpitude or any other felony under the laws of the United States or of any state thereof; or (F) been the subject of any order, judicial or administrative, obtained or issued by the Securities and Exchange Commission ("*SEC*"), for any alleged securities violation, including, for example, any such order consented to by such Class B Limited Partner (or such natural person) in which findings of facts or any legal conclusions establishing liability are neither admitted nor denied or (G) committed any act or engaged in any conduct constituting "Cause" under any Fund Agreement.

(e) *Recomputation of Sharing Ratios*. In the event of a reduction in the Sharing Ratio of a Class B Limited Partner in a particular Series pursuant to Section 10.03(a), the Sharing Ratio of the Class A Limited Partners (other than the Equity Pools and the Nominee) in that Series for each applicable Investment of that Series shall be increased in proportion to their respective Sharing Ratios to reflect the amount of any such reduction in the Sharing Ratio of such Class B Limited Partner.

(f) For the avoidance of doubt, in the event a Feeder Fund Investor ceases to be a service provider to the Partnership, any of its Affiliates or Carlyle for any reason (including death or disability), the provisions of this Section 10.03 shall apply with respect to such Feeder Fund Investor's indirect interest in the Partnership.

10.04 Termination of Employment and Similar Arrangements. Each Class B Limited Partner and Class C Limited Partner acknowledges and agrees that this Agreement, and the legal relationships created hereby, shall not prevent the termination of any employment contract or similar arrangement between such Class B Limited Partner or Class C Limited Partner and any Fund Entity, the General Partner, any Affiliate thereof or Carlyle. Each Class B Limited Partner and Class C Limited Partner agrees that the termination by any Fund Entity, the General Partner, or any Affiliate thereof of an employment or independent contractor relationship with such Class B Limited Partner or Class C Limited Partner for any reason at any time shall not be construed for any purpose to violate any duty or obligation of the General Partner or the Class A Limited Partners under this Agreement or any fiduciary duty of the General Partner.

ARTICLE XI.
DISSOLUTION, LIQUIDATION, AND TERMINATION

11.01 Dissolution and Termination. (a) The termination of a Series shall not, in and of itself, cause the dissolution of the Partnership or cause the termination of any other Series. The termination of a Series shall not affect the limitation on liabilities of such Series or of any other Series of the Partnership. A Series shall terminate and its affairs shall be wound up upon the dissolution of the Partnership under Section 11.01(b) or the first to occur of any of the following:

(i) the written consent of the General Partner and the Class A Limited Partners associated with such Series;

(ii) the occurrence of an event of withdrawal (as defined in the Act) of the General Partner associated with such Series; provided, such Series shall not be terminated and required to be wound up in connection with any of the events specified in this clause (ii) if (1) at the time of the occurrence of such event there is at least one remaining general partner associated with such Series who is hereby authorized to and shall carry on the business of such Series, or (2) if at such time there is no remaining General Partner associated with such Series, within 120 days after such event of withdrawal, the Class A Limited Partners associated with such Series agree in writing or vote to continue the business of such Series and to appoint, effective as the day of such withdrawal, one or more additional General Partners associated with such Series, or (3) the Series is otherwise continued without termination in a manner permitted by the Act or this Agreement; or

(iii) the termination of such Series under Section 17-218(m) of the Act.

(b) Except as provided in Section 11.03, the Partnership shall dissolve and its affairs shall be wound up upon the first to occur of any of the following:

(i) the written consent of the General Partner and all of the Class A Limited Partners following the dissolution, liquidation and winding up of all of the Fund Entities;

(ii) at any time that there are no limited partners of the Partnership, unless the Partnership is continued without dissolution in accordance with the Act;

(iii) the occurrence of any other event requiring or resulting in dissolution of the Partnership under the Act or applicable law; provided, however, that, the Partnership shall not be dissolved or required to be wound up by the resignation, removal, death, incompetence, bankruptcy (as defined in Sections 17-402(a)(4) and (5) of the Act), insolvency, dissolution, liquidation, winding-up or receivership of the General Partner if a Majority in Interest of the Limited Partners agree in writing to continue the business of the Partnership within 90 days of the occurrence of any such event causing such dissolution, and, if necessary, appointing a new general partner of the Partnership effective as of the occurrence of such event; or

(iv) the entry of a decree of judicial dissolution under Section 17-802 of the Act.

11.02 Liquidation and Termination. On dissolution of the Partnership or termination of any Series, the General Partner shall act as liquidator of the assets of the Partnership and each Series (in the case of a dissolution of the Partnership and the termination of all Series) or the Series terminated (in the case of the termination of a particular Series), or may appoint one or more other Persons as liquidator(s); provided that a Majority in Interest of each Series (in the case of a dissolution of the Partnership and the termination of all Series) or a Majority in Interest of the applicable Series (in the case of the termination of such Series) shall select the liquidator if the General Partner is a Bankrupt Partner, has become insolvent, or otherwise has dissolved or withdrawn from the Partnership. The liquidator shall proceed diligently to wind up the affairs of the Partnership (or the Series terminated) and make final distributions as provided herein. The costs of the liquidation of each Series shall be borne as an Operating Expense allocable to that Series. Until final distribution, the liquidator shall continue to operate the properties of the Partnership and each Series with all of the power and authority of the General Partner. The steps to be accomplished by the liquidator in liquidating the assets of the Partnership or any Series are as follows:

(a) the liquidator shall pay from the funds of the Partnership or of such Series to be liquidated all of the debts and liabilities of the Partnership or of such Series (including, without limitation, all expenses incurred in liquidation and any advances described in Section 6.05) or otherwise make adequate provision therefor (including, without limitation, the establishment of a reserve for contingent, conditional or unmatured liabilities in such amount and for such term as the liquidator may reasonably determine); and

(b) all remaining assets of the Partnership or each Series to be liquidated shall be distributed to the Partners of the Partnership or that Series as follows:

(i) the liquidator may sell any or all of the property of the Partnership or such Series, including to Partners of the Partnership or of that Series, and any resulting gain or loss

from each sale shall be computed and allocated to the Capital Accounts of the Partnership or that Series;

(ii) with respect to all property of the Partnership or such Series that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Partners the Partnership or of that Series shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the Capital Accounts the Partnership or associated with such Series previously would be allocated among the Partners of the Partnership or that Series if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(iii) the remaining assets of the Partnership or such Series shall be distributed in accordance with Section 5.02.

To the fullest extent permitted by law, all distributions of property to the Partners of the Partnership generally or any Series shall be made subject to the liability of each distributee for its allocable share of costs, expenses and liabilities related to such property theretofore incurred or for which the Partnership, or the Partnership in respect of such Series, has committed prior to the date of termination of such Series, and those costs, expenses and liabilities shall be allocated to the distributee pursuant to this Section 11.02. The distribution of cash and/or property to a Partner in a particular Series in accordance with the provisions of this Section 11.02 constitutes a complete return to such Partner of its Capital Contributions in respect of such Series and a complete distribution to such Partner of its Partnership Interest in such Series and all the Partnership's property constituting such Series.

11.03 Withdrawal of a Limited Partner. The death, retirement, bankruptcy, insolvency, removal or expulsion of any Limited Partner shall not cause, in and of itself, the Partnership dissolve or any Series to terminate.

11.04 Cancellation of Filing. Upon dissolution of the Partnership and completion of the winding up of the Partnership and each Series, the General Partner or the liquidator winding up the Partnership and each Series shall file a certificate of cancellation of the certificate of limited partnership of the Partnership with the Secretary of State of the State of Delaware. Upon the filing of such certificate of cancellation in accordance with the Act, the Partnership and this Agreement shall terminate.

ARTICLE XII.
GENERAL PROVISIONS

12.01 Offset. Whenever the Partnership or any Series is to pay any sum to any Partner, any amounts such Partner (or, in the case of a Partner that is a Feeder Fund, any Feeder Fund Investor therein) owes the Partnership or such Series or any of its Affiliates and any amounts authorized to be held back under Section 5.02(c) may be deducted from that sum before payment (and any amount so offset in respect of an amount owed to any such Affiliate shall be paid over to such Affiliate and treated as payment by such Limited Partner of such amount to such Affiliate).

12.02 Notices. All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be given either by depositing that writing in the mail, addressed to the recipient, postage paid, and certified with return receipt requested, or by depositing that writing with a reputable overnight courier for next day delivery, or by delivering that writing to the recipient in person, by courier, by facsimile transmission or by delivering that writing to the recipient via electronic mail or by posting such notice to Carlyle's intranet website and sending an electronic mail to the recipient notifying it of such posting. A notice, request or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests and consents to be sent to a Partner must be sent to or made at or transmitted via electronic mail to the addresses or electronic mail address given for that Partner in the instrument described in Section 3.05(c) or such other address (including such other electronic mail address) as that Partner may specify by notice to the other Partners. Any notice, request or consent to the Partnership or any Series shall be given to the General Partner.

12.03 Entire Agreement; Supersedure. This Agreement and each Investment Sharing Ratio Letter constitutes the entire agreement of the Partners relating to the Partnership and supersedes all prior contracts or agreements with respect to the Partnership and each Series, whether oral or written. The parties hereto acknowledge that, notwithstanding any other provision of this Agreement, including Section 12.05, the Partnership or any Series or the General Partner (with respect to the Partnership or any Series), without any further act, approval or vote of any Partner, may enter into side letters and other writings with certain Partners, which have the effect of establishing rights or obligations under, or altering or supplementing the terms of, this Agreement solely as between or among the parties thereto.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Partnership or any Series is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Partnership or any Series. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Partnership or any Series, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable limitations period has expired.

12.05 Amendment or Modification. (a) Except as may otherwise be expressly provided by this Agreement, this Agreement may be amended, modified, waived or supplemented by the General Partner only with the written consent of the General Partner and a Majority in Interest; provided that, except as expressly provided in this Agreement, no amendment, modification, waiver or supplement of this Agreement shall, without the consent of each Limited Partner whose rights or obligations are adversely affected thereby in any material respect, (a) alter the provisions hereof which govern such Partner's entitlement to distributions and income allocations or (b) decrease the interest in the Partnership of such Partner (including the provisions hereof providing for allocation of debits and credits to such Partner's Capital Account provided for in this Agreement). Notwithstanding anything herein to the contrary, (i) the terms of the Guarantee set forth in Exhibit A to this Agreement may be amended by the General Partner without the consent of any Limited Partner to make changes to the Guarantee negotiated with limited partners or other investors in any Fund Entity and (ii) subject to the

proviso to the preceding sentence, this Agreement may be amended by the General Partner without the consent of any Limited Partner to give effect to the provisions of Section 2.09.

(b) Notwithstanding any provision of this Agreement to the contrary, including Section 12.05(a), the General Partner shall have the right, on or before the effective date of final regulations, to amend, as determined by the General Partner in good faith, this Agreement to provide for (i) the election of a safe harbor under Treasury Regulations Section 1.83-3(l) (or any similar provision) under which the fair market value of a Partnership Interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that Partnership Interest, (ii) an agreement by the Partnership and all of its Partners to comply with the requirements set forth in such regulations and Internal Revenue Service Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all Partnership Interests transferred in connection with the performance of services while the election remains effective, and (iii) any other amendments reasonably related thereto or reasonably required in connection therewith.

12.06 Binding Effect. Subject to the restrictions on Dispositions of Partnership Interests set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Partners and their legal representatives and estates. This Agreement is for the sole benefit of the Partners, and no other Person shall have any rights, benefits or remedies by reason of this Agreement, nor shall any Partner owe any duty or obligation whatsoever to any such Person (other than the Partners) by virtue of this Agreement.

12.07 Governing Law; Submission to Jurisdiction; Severability. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. IN PARTICULAR, THE PARTNERSHIP IS FORMED PURSUANT TO THE ACT, AND THE RIGHTS AND LIABILITIES OF THE PARTNERS SHALL BE AS PROVIDED THEREIN, EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED. If any provision of this Agreement or its application to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances is not affected and such provision shall be enforced to the greatest extent permitted by law. Any action or proceeding against the parties relating in any way to this Agreement may be brought and enforced in the courts of the State of New York located in New York County or the United States District Court for the Southern District of New York, to the extent subject matter jurisdiction exists therefor, and the parties irrevocably submit to the exclusive jurisdiction of each of those courts in respect of any such action or proceeding. The Limited Partners hereby waive as a defense that any such action, suit or proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the State of New York for any such action, suit or proceeding is appropriate.

12.08 Further Assurances. In connection with this Agreement and the transactions contemplated thereby, each Partner shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions.

12.09 Counsel to the Partnership. Counsel to the Partnership and each Series may also be counsel to the General Partner. The General Partner may execute on behalf of the Partnership and each Series and the Partners any consent to the representation of the Partnership and each Series that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction ("*Rules*"). The Partnership and each Series has initially selected [ ] with respect to U.S. law and Richards, Layton and Finger, P.A. with respect to Delaware law (together the "*Partnership Counsel*") as legal counsel to the Partnership and each Series. Each Limited Partner acknowledges that the Partnership Counsel does not represent any Limited Partner in the absence of a clear and explicit agreement to such effect between the Limited Partner and the Partnership Counsel (and then only to the extent specifically set forth in that agreement), and that in the absence of any such agreement the Partnership Counsel shall owe no duties directly to a Limited Partner. In the event any dispute or controversy arises between any Limited Partner and the Partnership or any Series, or between any Limited Partner or the Partnership or any Series, on the one hand, and the General Partner (or an Affiliate thereof) that the Partnership Counsel represents, on the other hand, then each Limited Partner agrees that the Partnership Counsel may represent either the Partnership or such Series or the General Partner (or its Affiliate), or both, in any such dispute or controversy to the extent permitted by the Rules, and each Limited Partner hereby consents to such representation. Each Limited Partner further acknowledges that, whether or not the Partnership Counsel has in the past represented such Limited Partner with respect to other matters, the Partnership Counsel has not represented the interests of any Limited Partner in the preparation and negotiation of this Agreement.

12.10 Representations and Warranties.

(a) Each Limited Partner which is not a natural person represents, warrants and covenants to the other Partners that such Limited Partner is duly formed and validly existing under the laws of the jurisdiction of its organization with full power and authority to perform its obligations hereunder and that the execution, delivery and performance of this Agreement has been duly authorized by such Limited Partner.

(b) Each Limited Partner who is a natural person represents, warrants and covenants to the other Partners that such Limited Partner has the legal capacity to enter into this Agreement and perform such Limited Partner's obligations hereunder.

(c) Each Limited Partner represents, warrants and covenants to the other Partners that:

(i) this Agreement has been duly executed and delivered by such Limited Partner and constitutes the valid and legally binding agreement of such Limited Partner enforceable in accordance with its terms against such Limited Partner subject to the effect of bankruptcy, insolvency, moratorium and other similar laws relating to creditors' rights generally, by general equitable principles and by an implied covenant of good faith and fair dealing;

(ii) the execution and delivery of this Agreement by such Limited Partner and the performance of its duties and obligations hereunder do not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of

trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement, or any license, permit, franchise or certificate, to which such Limited Partner or any Affiliate is a party or by which it or any Affiliate is bound or to which its or any Affiliate's properties are subject, or require any authorization or approval under or pursuant to any of the foregoing which has not been obtained, or violate any statute, regulation, law, order, writ, injunction, judgment or decree to which such Limited Partner or any Affiliate is subject;

(iii) such Limited Partner is not in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any obligation, agreement or condition contained in any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement, or any license, permit, franchise or certificate, to which it is a party or by which it is bound or to which the properties of it are subject, nor is it in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, which default or violation would materially adversely affect such Limited Partner's ability to carry out its obligations under this Agreement;

(iv) there is no litigation, investigation or other proceeding pending or, to the knowledge of such Limited Partner, threatened against such Limited Partner or any of its Affiliates as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would materially adversely affect such Limited Partner's ability to carry out its obligations under this Agreement;

(v) no consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of such Limited Partner is required for the execution and delivery of this Agreement by such Limited Partner and the performance of its obligations and duties hereunder;

(vi) such Limited Partner is acquiring its interest in the Partnership for such Limited Partner's own account and not with a view to resale or distribution;

(vii) such Limited Partner understands that such interests in the Partnership have not been registered under the United States Securities Act of 1933, as amended (the "*Securities Act*"), the securities laws of any state thereof or the securities laws of any other jurisdiction, nor is such registration contemplated;

(viii) such Limited Partner understands and agrees further that, subject to the limited rights set forth in this Agreement, its interest in the Partnership must be held indefinitely unless such interest is subsequently registered under the Securities Act, the securities laws of any state thereof and the securities laws of any other jurisdiction or an exemption from registration under the Securities Act and these laws covering the sale of such interests is available; that even if such an exemption is available, the assignability and transferability of its interests in the Partnership will be governed by this Agreement, which imposes substantial restrictions on transfer; that legends stating that its interests in the Partnership have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Partnership Interests will be placed on all documents evidencing such Partnership Interests;

(ix) such Limited Partner is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act;

(x) either (A) such Limited Partner is a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the 1940 Act, (B) such Limited Partner is an executive, officer, director, trustee, general partner, advisory board member, or Person serving in a similar capacity, of a Fund Entity, the Partnership, the General Partner or an Affiliate thereof, (C) such Limited Partner is an employee of a Fund Entity, the Partnership, the General Partner or an Affiliate thereof (other than an employee performing solely clerical, secretarial, or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of a Fund Entity or any other investment company, the investment activities of which are managed by the Partnership, the General Partner or an Affiliate thereof, and who has performed such duties on behalf of a Fund Entity, the Partnership, the General Partner or an Affiliate thereof, or substantially similar functions or duties for or on behalf of another company, for at least twelve (12) months, (D) such Limited Partner received its Partnership Interest from a Limited Partner described in (A), (B) or (C) above in a donative transfer, or (E) such Limited Partner is an estate planning vehicle for which a Limited Partner described in (B) or (C) above is both responsible for the investment decisions and the source of the funds;

(xi) if such Limited Partner satisfies Section 12.10(c)(ix) above and clause (A) of Section 12.10(c)(x) above, then (i) such Limited Partner was not organized for the specific purpose of acquiring securities of the Limited Partner or making indirect commitments to the Partnership, (ii) shareholders, partners or other holders of equity or beneficial interests ("Participants") in the Limited Partner are unable to decide individually whether to participate, or the extent of their participation, in such Limited Partner's investment in the Partnership or indirect commitment to the Fund Entities, and (iii) the amount of each Participant's ownership interest in the Limited Partner and indirect commitment to the Fund Entities does not exceed 40% of the total assets (on a consolidated basis with its subsidiaries) of such Participant; *provided* that if any of the foregoing is untrue, then such Limited Partner has notified the General Partner in writing and provided such additional information satisfactory to the General Partner in order to determine that such Limited Partner's admission to the Partnership would not jeopardize the Partnership's exemption from registration under the 1940 Act;

(xii) such Limited Partner has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of acquisition of an interest in the Partnership and understands the risks of, and other considerations relating to, an acquisition of an interest in the Partnership;

(xiii) such Limited Partner's anticipated Capital Contributions to the Partnership and other investments which are not readily marketable are not disproportionate to such Limited Partner's net worth and such Limited Partner has no need for immediate liquidity in such Limited Partner's investment in its interests in the Partnership; and

(xiv) such Limited Partner has carefully read this Agreement and, to the full satisfaction of such Limited Partner, such Limited Partner has been furnished any materials such Limited Partner has requested relating to the Partnership and the Fund Entities and the

acquisition of an interest in the Partnership, has consulted to the extent deemed appropriate by such Limited Partner with such Limited Partner's own advisors as to the financial, tax, legal and related matters concerning an acquisition of an interest in the Partnership and such Limited Partner has been afforded the opportunity to ask questions of representatives of the Partnership concerning the terms and conditions of the acquisition of an interest in the Partnership and to obtain any additional information necessary to verify the accuracy of any representations or information provided to such Limited Partner and to make an informed decision with respect to an acquisition of an interest in the Partnership.

(d) All of the representations, warranties and covenants made under this Section 12.10 shall be deemed to be made on a continuing basis during the term of the Partnership and shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12.11 Interpretation. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provision of law or equity or otherwise, whenever in this Agreement a Person is permitted or required to make a decision (i) in its "sole discretion," "sole and absolute discretion" or "discretion", the Person 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 factor affecting the Partnership, or any Series or any other Person, or (ii) in its "good faith" or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standards.

12.12 Counterparts. This Agreement (and any Exhibits hereto) may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[rest of page intentionally left blank]

Executed as a deed by the parties hereto on the date first set forth above.

GENERAL PARTNER:

[**NAME OF GP**]

By: _____
Name:
Title:

_____
Witness:

CLASS A LIMITED PARTNER:

[_____]

By: [_____]

By: [_____]

By: _____
Name:
Title:

_____
Witness:

CLASS A LIMITED PARTNER:

THE CARLYLE GROUP EMPLOYEE CO.,
L.L.C.

By: _____
Name:
Title:

_____

Witness:

CLASS B LIMITED PARTNER:

[ ]

By: _____
Name:
Title:

_____
Witness:

CLASS C LIMITED PARTNERS:

[_____]

_____

Witness:

EXHIBIT A

Form of Guarantee

[_____]
c/o The Carlyle Group
1001 Pennsylvania Avenue, N.W.
Suite 220 South
Washington, D.C. 20004

[_____], 2012

Ladies and Gentlemen:

This Guarantee (the "Guarantee") dated as of **[_____]**, 2012, is executed by each of the undersigned, for the benefit of [PARTNERSHIP],a Delaware limited partnership (the "Partnership"), and its limited partners (the "Limited Partners"), to guarantee certain hereinafter defined obligations of [_____], a Delaware limited partnership (the "General Partner"), under the Amended and Restated Limited Partnership Agreement of the Partnership dated as of _____, 2012 (as amended from time to time, the "Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Guarantee of General Partner Giveback.

(a) The General Partner shall cause each Person (other than any Employee Award Vehicle) who ultimately receives Carried Interest proceeds from the General Partner in respect of the Partnership (each a "Guarantor") to execute a counterpart of this Guarantee; provided that in lieu of a Guarantee from any such ultimate recipient of Carried Interest, the General Partner may cause the individual person that received an initial allocation of Carried Interest in respect of the Carried Interest payable to such ultimate recipient to execute a Guarantee in respect of the performance of the Giveback Obligation in respect of such ultimate recipient's respective share of the Carried Interest.

(b) Each Guarantor, by executing a counterpart of this Guarantee, unconditionally and irrevocably, on a several but not joint basis, guarantees for the benefit of the Partnership and each Limited Partner the payment in cash and performance when due of the General Partner's obligations to the Partnership as determined under Section 9.4 of the Agreement (the "Giveback Obligation"), such several obligation to be solely to the extent of the amount of such Guarantor's Pro Rata Share (as hereinafter defined) of the Giveback Obligation, and to the extent that for any reason the General Partner shall fail fully and punctually to pay and perform the Giveback Obligation, each of the Guarantors shall pay to the

Partnership such amount (net of any prior fundings to the General Partner from or on behalf of such Guarantor to pay such amount). None of the Guarantors shall have any obligation to pay the amounts owed under this paragraph 1(b) by any other Guarantor.

(c) A Guarantor's "Pro Rata Share" of the Giveback Obligation shall equal the difference between (i) the product of (A) the Carried Interest Giveback Percentage (as defined below) of such Guarantor and (B) the amount of such Giveback Obligation, and (ii) the total amounts paid by the General Partner on behalf of such Guarantor in satisfaction of such Giveback Obligation.

(d) A Guarantor's "Carried Interest Giveback Percentage" shall mean the percentage determined by dividing (i) the amount of Carried Interest received by such Guarantor (or deemed received by such Guarantor pursuant to the limited partnership agreement of the General Partner) and not recontributed by such Guarantor to the entity from which such Guarantor received such Carried Interest by (ii) the aggregate amount of Carried Interest distributed to the General Partner.

(e) The guarantees provided for in this paragraph 1 are absolute, unconditional, continuing guarantees of payment and performance and not of collectability, and are in no way conditioned or contingent upon any attempt to collect from the General Partner, enforce performance by the General Partner or on any other condition or contingency. The obligations and agreements of the Guarantors under this paragraph 1 shall be performed and observed without requiring any notice of non-payment, non-performance or non-observance by the General Partner or any proof thereof or demand therefor, all of which Guarantors expressly waive to the fullest extent they are legally permitted to do so.

(f) To the fullest extent permitted by law, the guarantees provided in this paragraph 1 shall be binding upon each of the Guarantors and shall remain in full force and effect irrespective of, and shall not be terminated by, the existence of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the terms of such guarantee. To the fullest extent permitted by law, the liability of each of the Guarantors under the guarantees provided in this paragraph 1 shall be absolute, unconditional and irrevocable irrespective of:

(i) any change, whether or not agreed to by such Guarantor, in the time, manner or place of any payment or performance of the Giveback Obligation, or in any other term of, the Agreement or any other amendment, renewal, extension, acceleration, compromise or waiver of or any consent or departure from the terms or provisions of the Giveback Obligation or the Agreement;

(ii) the lack of power or authority of such Guarantor to execute and deliver this Guarantee or the General Partner to execute and deliver the Agreement; any defense which may at any time be available to, or asserted by, the General Partner against the Partnership under the Agreement (other

than by reason of the full payment and performance of the Giveback Obligation); the existence or continuance of the General Partner as a legal entity; or the bankruptcy or insolvency of the General Partner, the admission in writing by the General Partner of its inability to pay its debts as they mature, or its making of a general assignment for the benefit of, or entering into a composition or arrangement with creditors;

(iii) any act, failure to act, delay or omission whatsoever on the part of the General Partner, any failure to give to the General Partner notice of default in the making of any payment due and payable under the Giveback Obligation or notice of any failure on the part of the General Partner to do any act or thing or to observe or perform any covenant, condition or agreement by it to be observed or performed under the Agreement; or

(iv) any other event or circumstance which might otherwise constitute a defense available to, or a discharge of the General Partner in respect of, the Giveback Obligation (other than an express discharge or release by the consent of at least [ ] in Interest of the Limited Partners), it being the purpose and intent of this Guarantee that the obligations of each Guarantor hereunder shall be absolute, unconditional and irrevocable and shall not be discharged or terminated except by full and complete payment and performance of the Giveback Obligation by the General Partner or by payment by such Guarantor of his or her obligations as set forth in paragraph 1(b) above.

(g) Each of the Guarantors, to the fullest extent he or it may legally do so, waives notice of acceptance of the guarantee provided for in this paragraph 1 and of the Giveback Obligation and also waives promptness, diligence, presentment, demand of payment, notice of default, dishonor, non-payment, non-performance or any other notice to or upon the General Partner or to such Guarantor.

(h) Each of the Guarantors, to the fullest extent he or it may legally do so, waives any right now or hereafter existing requiring the Partnership, or any Limited Partner, as a condition to proceeding against such Guarantor hereunder, to proceed against the General Partner or any other Person, or pursue any other remedy in the Partnership's or such Limited Partner's power.

(i) Each of the Guarantors, to the fullest extent he or it may legally do so, waives the benefit of any statute of limitations affecting the liability of such Guarantor hereunder or the enforcement hereof as amended or recodified from time to time, and agrees that any payment or performance of the Giveback Obligation or other act which tolls any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to any liability of such Guarantor hereunder.

(j) Each of the Guarantors, to the fullest extent he or it may legally do so, waives all rights and benefits under any applicable law (to the extent applicable to such

Guarantor hereunder) requiring the beneficiaries of the provisions of this paragraph 1 to pursue the General Partner or any other Person or remedy or exhaust any security before proceeding against such Guarantor.

2. Collection Expenses. If the Partnership or any Limited Partner is required to pursue any remedy against a Guarantor hereunder, such Guarantor shall pay to the Partnership or such Limited Partner, upon demand, all reasonable attorney's fees and expenses and all other costs and expenses reasonably incurred by such party in enforcing this Guarantee against such Guarantor, subject to presentation of such evidence of incurrence of such expenses as such Guarantor may reasonably request.

3. Miscellaneous.

(a) This Guarantee shall not be amended, modified, released or discharged with respect to any Guarantor except with a prior written consent of a Majority in Interest of the Limited Partners and the prior written consent of such Guarantor; provided that if the right to receive distributions of Carried Interest shall be assigned by any Guarantor to [ ] or any of its Affiliates approved by the Investor Advisory Committee (the "Carlyle Carried Interest Assignee"), such Guarantor shall be released from this Guarantee with respect to the Carried Interest so assigned upon the Carlyle Carried Interest Assignee becoming a party hereto and agreeing to become bound hereby with respect to the Carried Interest so assigned to it; and provided, further, that this guarantee may be amended by the General Partner (i) without the consent of the Limited Partners to cure any ambiguity or correct or supplement any provision hereof which is incomplete or inconsistent with any other provision hereof or correct any printing, stenographic or clerical omissions unless such amendment adversely affects the interests of any of the Limited Partners or (ii) on any other basis on which the General Partner may amend the Agreement pursuant to Section 11.3 thereof.

(b) This Guarantee and the rights and obligations of each of the parties hereto and the Limited Partners shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding against the parties relating in any way to this Agreement may be brought and enforced in the courts of the State of New York located in New York County or the United States District Court for the Southern District of New York, to the extent subject matter jurisdiction exists therefor, and each Guarantor irrevocably submits to the non-exclusive jurisdiction of each of those courts in respect of any such action or proceeding.

(c) This Guarantee may be executed through the use of separate signature pages and in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

(d) This Guarantee may be enforced by the Partnership or any Limited Partner as a third-party beneficiary of this Guarantee and the obligations of each of the Guarantors hereunder.

(e) Each Guarantor shall provide to the General Partner such information in the possession of such Guarantor as shall reasonably be required for the calculation of such Guarantor's Pro Rata Share of the Giveback Obligation.

If the above correctly reflects our understanding with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter.

Sincerely,

GENERAL PARTNER:

[***Insert name***]

By: _____
Name:
Title:

GUARANTORS:

To be signed by each Guarantor
by counterpart signature page

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

[NAME OF PARTNERSHIP]

[_____], 2012

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

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AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
OF
[NAME OF PARTNERSHIP]

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "*Agreement*") of [NAME OF PARTNERSHIP] (the "*Partnership*") is entered into by and among the Partners (as defined below) on [____], 2012, effective as of [____], 2012 (the "*Effective Date*").

WHEREAS, the General Partner (as defined below) and [_____] (the "*Initial Limited Partner*") have entered into a limited partnership agreement dated [_____] and formed an exempted limited partnership under the laws of the Cayman Islands; and

WHEREAS, the parties hereto desire to enter into this Agreement to permit the admission of the Limited Partners and further to make the modifications hereinafter set forth.

ACCORDINGLY, FOR AND IN CONSIDERATION OF the mutual covenants, rights and obligations set forth in this Agreement, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and the sufficiency of which each Partner acknowledges and confesses, the Partners agree to amend and restate the Limited Partnership Agreement in its entirety as follows:

ARTICLE I.
DEFINITIONS

1.01 Certain Definitions. As used in this Agreement, the following terms have the following meanings:

"*Act*" means the Exempted Limited Partnership Law (2007 Revision) of the Cayman Islands and any successor statute, as amended from time to time.

"*Additional Capital Contributions*" has the meaning given to that term in Section 4.02.

"*Affiliate*" means, with respect to any Person, any other Person Controlling, Controlled by, or under common Control with such first Person. No portfolio company of any Carlyle collective investment fund shall be deemed an Affiliate of the General Partner or any of its Affiliates.

"*Agreement*" has the meaning given to that term in the introductory paragraph hereof.

"*Alternative Investment Vehicle*" has the meaning given to such term in Section 2.09(a).

"*Bankrupt Partner*" means any Partner:

(a) that (i) makes a general assignment for the benefit of creditors, (ii) files a voluntary bankruptcy petition, (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceeding, (iv) files a petition or answer seeking for such Partner a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Partner in a proceeding of the type described in clauses (i)-(iv), (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner's properties, or (vii) dies or is declared incompetent, or

(b) with respect to which (i) a proceeding is commenced seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any law and 90 days have expired without the proceeding being dismissed, or (ii) without that Partner's consent or acquiescence, a trustee, receiver, or liquidator is appointed of that Partner or of all or any substantial part of its properties and 90 days have expired without the appointment being vacated or stayed, or if stayed, 90 days have expired after the date of expiration of a stay, unless the appointment has been vacated.

"*Business Day*" means any day other than a Saturday, a Sunday, or a holiday on which banks in the Cayman Islands or the State of New York generally are closed.

"*Capital Account*" has the meaning given to such term in Section 4.08.

"*Capital Contribution*" means as to any Partner and any Series and at any time, any contribution by such Partner to the capital of the Partnership with respect to such Series at such time.

"*Capital Investment Distributable Proceeds*" means, for each separate Investment in a given Series, the Capital Investment Proceeds received by the Partnership from the Fund Entities plus the amount of proceeds received by the Partnership from the Disposition of the Partnership's ownership interest in one or more of the Fund Entities related to such Series to the extent such proceeds are attributable to the Disposition of the right to receive Capital Investment Proceeds in respect of such Investment and such Series.

"*Capital Investment Proceeds*" means, for any period and for each separate Investment in a given Series, the amount of cash and property of the Partnership with respect to such Series (other than Profits Interest Proceeds) that has been distributed to the Partnership by the Fund Entities related to such Series with respect to such Investment and such Series during such period.

"*Carlyle*" means Carlyle Investment Management L.L.C., a Delaware limited liability company, together with its Affiliates. The term "Carlyle" shall be deemed not to include any portfolio company of any Carlyle collective investment fund.

"*Carrying Value*" means with respect to a Partnership asset, the asset's adjusted basis for federal income tax purposes, except that the Carrying Values of all Partnership

assets shall be adjusted to equal their respective fair market values, in accordance with the rules set forth in Treasury Regulations Section 1.704–1(b)(2)(iv)(f), except as otherwise provided herein, as of: (a) the date of the acquisition of any additional Partnership Interest by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, other than pursuant to the initial formation of the Partnership; (b) the date of the distribution of more than a *de minimis* amount of Partnership assets to a Partner; (c) the date a Partnership Interest is relinquished to the Partnership; or (d) any other date specified in Treasury Regulations; provided that such adjustments shall be made only if the General Partner determines such adjustments are appropriate to reflect the relative economic interests of the Partners. The Carrying Value of any Partnership asset distributed to any Partner shall be adjusted immediately prior to such distribution to equal its fair market value and depreciation shall be calculated by reference to Carrying Value, instead of tax basis, once Carrying Value differs from tax basis. The carrying value of any asset contributed (or deemed contributed under Treasury Regulations Section 1.704–1(b)(1)(iv)) by a Partner to the Partnership will be the fair market value of the asset at the date of its contribution thereto.

"*Class A Limited Partner*" means any Person executing this Agreement as a Class A Limited Partner or hereafter admitted to the Partnership as a Class A Limited Partner, as provided in this Agreement, in their capacity as a Class A Limited Partner, but does not include any Person who has ceased to be a Limited Partner.

"*Class A Distributions Interest*" has the meaning given to such term in Section 3.05(b)(i).

"*Class B Distributions Interest*" has the meaning given to such term in Section 3.05(b)(ii).

"*Class B Escrow Account*" has the meaning given to such term in Section 5.03(a).

"*Class B Limited Partner*" means any Person executing this Agreement as a Class B Limited Partner or hereafter admitted to the Partnership as a Class B Limited Partner, as provided in this Agreement, in their capacity as a Class B Limited Partner, but does not include any Person who has ceased to be a Class B Limited Partner. Where applicable, references herein to Class B Limited Partner shall include each Feeder Fund Investor in a Feeder Fund that is a Class B Limited Partner.

"*Class C Limited Partner*" means any Person executing this Agreement as a Class C Limited Partner or hereafter admitted to the Partnership as a Class C Limited Partner, as provided in this Agreement, in their capacity as a Class C Limited Partner, but does not include any Person who has ceased to be a Class C Limited Partner. For the avoidance of doubt, Class C Limited Partners shall not be assigned Sharing Ratios.

"*Clawback Amount*" has the meaning given to such term in Section 4.03(a).

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Confidential Information"* has the meaning given to such term in Section 7.02(a).

"*Control*" (or variations thereof) means the possession, directly or indirectly, through one or more intermediaries, of the following: (a) in the case of a corporation, more than 50% of the voting power of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or venture, the right to more than 50% of the distributions therefrom (including liquidating distributions) or ownership of more than 50% of the capital interests therein or ownership of more than 50% of the ownership interests therein; (c) in the case of a trust or estate, more than 50% of the beneficial interest therein; (d) in the case of any other Entity, more than 50% of the economic or beneficial interest therein; or (e) in the case of any Entity, the power or authority, through ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the Entity.

"*Default Interest Rate*" means a rate per annum equal to the lesser of (a) 4% plus a varying rate per annum that is equal to the interest rate publicly quoted by Citibank, N.A. (or any successor thereto) from time to time as its prime rate in effect at its principal office in New York City, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"*Delinquent Partner*" has the meaning given to such term in Section 4.05.

"*Disability*" means, with respect to any individual, such individual's incapacitation by accident, sickness or other circumstance which renders him mentally or physically incapable of performing the duties and services required of him hereunder for a period of at least 180 days during any 12-month period.

"*Dispose*," "*Disposing*" or "*Disposition*" means a sale, assignment, transfer, exchange, pledge, grant of a security interest, or other voluntary or involuntary disposition or encumbrance, or the acts thereof.

"*Distribution Ratio*" means, for each Partner in a Series, the ratio of (i) the cumulative amount of all distributions of Profits Interest Distributable Proceeds distributed to such Partner with respect to such Series plus all amounts deemed distributed to such Partner with respect to such Series pursuant to Sections 5.02(b), 5.02(c) and 5.03(h) hereof, plus any True-Up Distribution Amounts received by such Partner with respect to such Series pursuant to Section 4.04 minus any True-Up Contribution Amounts in respect to such Series contributed to the Partnership by such Partner pursuant to Section 4.04 to (ii) the cumulative amount of all distributions of Profits Interest Distributable Proceeds distributed to all Partners with respect to such Series (plus all amounts deemed distributed to any Partner with respect of such Series pursuant to Sections 5.02(b), 5.02(c) and 5.03(h) hereof).

"*Economic Risk of Loss*" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"*Enforcement Expenses*" has the meaning given to such term in Section 4.05(b)(iv).

"*Entity*" means any corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, estate or other entity.

"*Equity Pools*" means limited liability companies or other entities established for each calendar year to indirectly hold a portion of the "carried" profits interest earned in respect of certain investments made during such year by certain investment funds controlled by Carlyle. Carlyle may determine in its sole and absolute discretion not to form a separate entity to hold such interest in which case the entity designated by Carlyle will continue to hold such interest.

"*Family Member*" means, for any Partner who is an individual, a spouse, lineal ancestor, lineal descendant, brother or sister of such Partner, or lineal descendant of a brother or sister of such Partner, or such other related individual deemed to be a Family Member by the General Partner in the General Partner's sole and absolute discretion.

"*First Anniversary Date*" has the meaning given to such term in Section 10.03(a)(iv).

"*Feeder Fund*" A Limited Partner that is (a) formed to serve as a collective investment vehicle which will invest substantially all of its investable assets in the Partnership, any Alternative Investment Vehicle, any Fund Entity and/or the general partner of any Fund Entity and (b) designated as such in writing by the General Partner upon its admission to the Partnership.

"*Feeder Fund Investor*" means a partner or similar investor in any Feeder Fund.

"*Fund Agreements*" means, with respect to each Series of the Partnership, the limited partnership agreements, or similar governing documents, as amended or modified from time to time, of the Fund Entities making the Investments that comprise the assets of such Fund Entity and, indirectly, such Series including, where applicable, the Main Fund Partnership Agreement.

"*Fund AIV*" means an alternative investment vehicle of any Fund Entity.

"*Fund Entity*" means any Entity or vehicle or series thereof designated by the General Partner as a Fund Entity for purposes hereof.

"*General Interest Rate*" means a rate per annum equal to the lesser of (a) a varying rate per annum that is equal to the interest rate publicly quoted by Citibank, N.A. (or any successor thereto) from time to time as its prime rate in effect at its principal office in New York City, with adjustments in that varying rate to be made on the same date as any change in that rate, and (b) the maximum rate permitted by applicable law.

"*General Partner*" means [_____], a Cayman Islands exempted company, or any successor approved by the General Partner, or, subject to applicable

law, if there is no General Partner, by the unanimous election of all of the Limited Partners.

"Guarantee" has the meaning given to such term in Section 4.03(h).

"Indemnified Party" has the meaning given to such term in Section 6.08(a).

"*Industry Deal Team"* means one or more Persons who the General Partner determines to have investment expertise in a particular industry (*e.g.*, telecommunications or healthcare) or in a particular geography (*e.g.*, Asia or Europe), and who devote a substantial majority of their business efforts on behalf of Carlyle to the analysis, acquisition, monitoring and disposition of investments in such industry or geography.

"*Initial Capital Contribution*" has the meaning given to such term in Section 4.01.

"*Initial Limited Partner*" has the meaning given to such term in the preamble.

"*Initial Vesting Date"* has the meaning given to such term in Section 10.03(a)(v).

"*Investment*" means each separate direct or indirect investment that is acquired or made by one or more of the Fund Entities (for the avoidance of doubt, for the purpose of this Agreement the date an Investment was "acquired" shall mean the date on which the Fund Entities closed on the Investment as determined by the General Partner in its sole and absolute discretion). In the sole and absolute discretion of the General Partner, if the Fund Entities acquire interests in a single property or a single portfolio company in multiple tranches at different times, each separate tranche may be treated as a separate Investment (and Series) for the purposes of this Agreement. Furthermore, in the sole and absolute discretion of the General Partner, if one or more of the Fund Entities is a special purpose vehicle created to coinvest alongside (or in lieu of) the Main Fund or its successor funds, each investment acquired by such special purpose vehicle may be treated as a separate Investment (and Series) for the purposes of this Agreement. The Partnership's indirect ownership interest in the Investment or Investments made by related Fund Entities shall be allocated to and represented by a single Series of Partnership Interests pursuant to Section 2.08 and as designated by the General Partner.

"*Investment Gains*" with respect to (i) any Realized Investment, means the Realized Investment Gains relating to such Realized Investment and (ii) any Investment that is not a Realized Investment, means any current proceeds received with respect to such Investment other than any "Reduction in Capital Proceeds" for purposes of the Main Fund Partnership Agreement.

"*Investment Sharing Ratio Letter*" means the letter designating the Sharing Ratio of each Partner for each Investment and the Series of Partnership Interests of which such Investment shall constitute a part of the assets. A record of each Investment Sharing Ratio Letter shall be maintained by the General Partner. The Investment Sharing Ratio Letter shall be prepared at least annually, and shall provide each Limited Partner's expected initial Sharing Ratio for all Investments acquired in a defined time period, which is expected to be one year, but may be varied by the General Partner. The General

Partner may adjust the Sharing Ratio in accordance with this Agreement with respect to a specific Investment, but shall deliver a separate Investment Sharing Ratio Letter setting forth the adjusted Sharing Ratio. The General Partner shall issue a separate Investment Sharing Ratio Letter to each Feeder Fund in respect of each Feeder Fund Investor therein that has a Sharing Ratio.

"*Key Participants*" means the Class B Limited Partners (including Feeder Fund Investors) listed as Key Participants on the books and records of the Partnership. The General Partner may amend the books and records of the Partnership in its sole and absolute discretion (without the consent of any other Partner) to list additional Class B Limited Partners (including Feeder Fund Investors) as Key Participants or to remove a Class B Limited Partner (including a Feeder Fund Investor) as a Key Participant.

"*Limited Partner*" means any Class A Limited Partner, Class B Limited Partner or Class C Limited Partner.

"*Losses*" has the meaning given to such term in Section 6.08(a).

"*Main Fund*" [NAME OF UNDERLYING FUND], a Cayman Islands exempted limited partnership.

"*Main Fund Partnership Agreement*" means the Amended and Restated Limited Partnership Agreement of the Main Fund, as the same may be amended, modified or supplemented from time to time.

"*Majority in Interest*" means, in combination and with respect to any Series, Partnership Interests of one or more Class A Limited Partners of such Series which, in the aggregate, are entitled to the combined Sharing Ratio of more than 50% of the Sharing Ratio of all of the Class A Limited Partners of that Series.

"*Minimum Percentage*" means, for each Key Participant, the percentage designated in such Key Participant's Minimum Percentage Letter. Except as provided in Section 10.03 or as may be provided by written agreement between a Key Participant (or, in the case of a Key Participant that is a Feeder Fund Investor, the applicable Feeder Fund on such Key Participant's behalf) and the General Partner, a Class A Limited Partner or their respective Affiliates (whether such agreement is entered into before or after the Effective Date), the General Partner may decrease the Minimum Percentage of a Key Participant (a) to the extent necessary to dilute the Key Participant to accommodate the addition of new members to a deal team, (b) to the extent the General Partner determines that a decrease of the Minimum Percentage of a Key Participant is necessary or desirable to accommodate the assignment of a Sharing Ratio for an Investment to one or more Limited Partners who are part of an Industry Deal Team that the General Partner has determined in its sole and absolute discretion is responsible, in whole or in part, for sourcing, negotiating or managing such Investment, (c) to reflect inadequate performance by the Key Participant as determined by the General Partner in its sole and absolute discretion, (d) to reflect a change in the role that a Key Participant serves with respect to the Fund Entities, (e) if the General Partner determines in good faith that a Key

Participant's Minimum Percentage should be reduced to reflect the quality or extent of such Key Participant's services to the Partnership or its Affiliates relative to the services provided by other Key Participants, or (f) if the General Partner determines in good faith that a valid business reason justifies the reduction of a Key Participant's Minimum Percentage. The General Partner in its sole and absolute discretion (without the consent of any other Partner) may increase the Minimum Percentage of a Key Participant. Adjustments to the Minimum Percentage of a Key Participant will be effective prospectively.

"Minimum Percentage Letter" means the letter from the General Partner to each Key Participant (or, in the case of a Key Participant that is a Feeder Fund Investor, to the applicable Feeder Fund in respect of such Feeder Fund Investor) designating the Minimum Percentage of such Key Participant. A record of each Minimum Percentage Letter shall be maintained by the General Partner. In the event the General Partner adjusts the Minimum Percentage of a Key Participant in accordance with this Agreement, the General Partner shall deliver a Minimum Percentage Letter setting forth the Key Participant's adjusted Minimum Percentage.

"*Net Income*" or "*Net Loss*" for any fiscal period means the taxable income or loss of the Partnership for such period as determined in accordance with the accounting method used by the Partnership for U.S. federal income tax purposes with the following adjustments: (i) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing Net Income (and Net Loss) shall be added to such taxable income or loss; (ii) if the Carrying Value of any asset differs from its adjusted tax basis for federal income tax purposes, any depreciation, amortization or gain resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (iii) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as a gain or loss in computing such taxable income or loss; and (iv) any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Net Income (and Net Loss) pursuant to this definition shall be treated as deductible items.

"*1940 Act*" has the meaning given to that term in Section 3.06.

"*Nominee*" has the meaning given to that term in Section 3.03(c).

"*Non-Delinquent Partners"* has the meaning given to such term in Section 4.05.

"*Officer*" means any Person designated as an officer of the Partnership pursuant to Section 6.09.

"*Operating Expenses*" means, for any period and any Series of Partnership Interests, the total amount of operating and other transaction expenses incurred or paid by or on behalf of the Partnership and allocated by the General Partner in its sole and absolute discretion to such Series during such period, including all legal fees, accounting fees, management fees, disposition fees, organization expenses, startup costs, overhead

costs and reimbursements during such period of advances made by Partners of such Series to pay such expenses of the Partnership with respect to such Series.

"*Participants*" has the meaning given to such term in Section 12.10.

"*Partner*" means any General Partner or Limited Partner.

"*Partnership*" means [NAME OF PARTNERSHIP], a Cayman Islands exempted limited partnership, which is organized, operated and governed pursuant to this Agreement.

"*Partnership Counsel*" has the meaning given to such term in Section 12.09.

"*Partnership Interest*" has the meaning given to such term in Section 2.08.

"*Percentage Cap*" has the meaning given to such term in Section 3.03(e).

"*Person*" means any natural person or Entity.

"*PIDP Actual Amount*" means, for each Partner as of the applicable date of calculation hereunder, the sum of (a) the actual amount of Profits Interest Distributable Proceeds distributed to such Partner as of such date with respect to all Investments plus (b) the amount of reserves of Profits Interests Distributable Proceeds in the Class B Escrow Account with respect to such Investments that the General Partner determines is being held on behalf of such Partner as of such date plus (c) any other amount of Profits Interests Distributable Proceeds deemed distributed to such Partner as of such date with respect to such Investments.

"*PIP Ratio*" means, for each Investment in a given Series as of the applicable date of calculation hereunder, the ratio of (A) the Profits Interest Proceeds for such Investment as of such date to (B) the cumulative total Profits Interest Proceeds for all Investments in such Series as of such date.

"*Potential Clawback*" has the meaning given to such term in Section 5.03(a).

"*Profits Interest Distributable Proceeds*" means for each separate Investment in a given Series, the excess of (i) the Profits Interest Proceeds received by the Partnership from the Fund Entities for that Investment plus the amount received by the Partnership of proceeds from the Disposition of the Partnership's ownership interest in one or more of the Fund Entities related to such Series to the extent such proceeds are attributable to the right to receive Profits Interest Proceeds in respect of such Investment and such Series, over (ii) the Operating Expenses incurred by the Partnership in respect of such Series and not previously paid or reimbursed from the proceeds of any other Investment in such Series.

"*Profits Interest Proceeds*" means, for each separate Investment in a given Series, the amount of cash and other property of the Partnership and such Series that has been

distributed (or deemed distributed) to the Partnership by the Fund Entities and is directly attributable to the Partnership's carried interest in the Fund Entities.

"*Purchasing Partners*" has the meaning given to such term in Section 10.02.

"*Realized Investment Gains*" means, for each Realized Investment, the excess of (i) the cumulative amount of all distributions made (or deemed to have been made) by the Fund Entities (to all their members in the aggregate) that were generated from such Realized Investment, over (ii) the sum of the aggregate amount of capital contributions made by all Persons to the Fund Entities that were used to acquire such Realized Investment.

"*Realized Investments*" means, as of any date and with respect to any Series, all Investments of that Series that have been (or have been deemed to be) the subject of a Disposition (including partial Dispositions) on or before such date; provided that an Investment shall be treated as not having been the subject of a Disposition to the extent that the proceeds from such Investment constitute "Reduction in Capital Proceeds" for purposes of the Main Fund Partnership Agreement.

"*RIG Ratio*" means, for each Investment in a given Series as of the applicable date of calculation hereunder, the ratio of (A) Investment Gains for such Investment as of such date to (B) the cumulative total of Investment Gains for all Investments in such Series as of such date.

"*Rules"* has the meaning given to such term in Section 12.09.

"*SEC*" has the meaning given to such term in Section 10.03(d).

"*Second Anniversary Date*" has the meaning given to such term in Section 10.03(a)(iii).

"*Securities Act*" has the meaning given to such term in Section 12.10(c)(vii).

"*Series*" means a separate series of Partnership Interests corresponding to a specified Investment or Investments by related Fund Entities which is designated as a separate "Series" of Partnership Interests by the General Partner in accordance with Section 2.08 hereof. The relative, participating, optional or other rights of each Series and the qualifications, limitations or restrictions thereof shall be defined in an Investment Sharing Ratio Letter, which shall adopt a name for such Series (*e.g.*, "First Series") which is distinct from the name of any then-existing Series. With respect to Partners, "Series" means those Partners holding the Partnership Interests that constitute a specified Series of Partnership Interests.

"*Seventh Anniversary Date*" has the meaning given to such term in Section 10.03(a)(i).

"*Sharing Ratio*" means, subject to adjustments as provided herein, with respect to a particular Limited Partner (other than a Class C Limited Partner) and for each separate

Investment in a given Series, the percentage set forth opposite such Limited Partner's name on the Investment Sharing Ratio Letter for such Investment and such Series. The Limited Partners' Sharing Ratios with respect to a Series shall be subject to adjustment as provided under this Agreement, including, without limitation, on account of (i) the admission of Limited Partners to the Series, (ii) forfeitures by a Class B Limited Partner of such Series pursuant to Section 10.03, and (iii) Dispositions pursuant to Section 3.05.

"*Special Limited Partner*" means [ ].

"*Tax Advances*" has the meaning given to such term in Section 5.02(b).

"*Temporary Investments*" means short-term investments in money market funds, bank accounts and other money market instruments reasonably determined by the General Partner to be of high quality.

"*Termination Date*" has the meaning given to such term in Section 10.03(a).

"*Third Anniversary Date"* has the meaning given to such term in Section 10.03(a)(ii).

"*Transferring Partner*" has the meaning given to such term in Section 3.05(b)(ii).

"*True-Up Contribution Amount*" means, for each Partner as of the applicable date of calculation hereunder, the excess, if any, of (x) the PIDP Actual Amount of such Partner as of such date, over (y) the amount of all Profits Interest Distributable Proceeds allocated to such Partner in such Partner's investment tracking account as of such date pursuant to Section 5.02(a)(ii)(B).

"*True-Up Distribution Amount*" means, for each Partner as of the applicable date of calculation hereunder, the excess, if any, of (a) the amount of all Profits Interest Distributable Proceeds allocated to such Partner in such Partner's investment tracking account as of such date pursuant to Section 5.02(a)(ii)(B) over (b) the PIDP Actual Amount of such Partner as of such date.

1.02 Other Definitions. Other terms defined herein have the meanings so given them.

1.03 Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any Affiliate of such Person.

1.04 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits are to Exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II.
ORGANIZATION

2.01 Organization. The parties hereto continue an exempted limited partnership formed on [_____] pursuant to the Act.

2.02 Name. The name of the Partnership is "[NAME OF PARTNERSHIP]" and all Partnership business must be conducted in such name or such other names that comply with applicable law as the General Partner may select from time to time.

2.03 Registered Office; Registered Agent; Other Offices. The address of the Partnership's registered office in the Cayman Islands is c/o Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands. The name and address of the Partnership's registered agent for service of process is Walkers, Walker House, 87 Mary Street, George Town, Grand Cayman KY-9001, Cayman Islands. The principal office of the Partnership in the United States shall be at such place as the General Partner may designate from time to time. The Partnership may have such other offices as the General Partner may determine appropriate.

2.04 Purpose. The Partnership is formed to engage in any lawful activity for which exempted limited partnerships may be formed under the Act.

2.05 Organizational Certificates and Other Filings; Limitations on Conduct of Business. If requested by the General Partner, the Limited Partners shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the General Partner to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the operation of an exempted limited partnership under the laws of the Cayman Islands, (b) if the General Partner deems it advisable, the operation of the Partnership as an exempted limited partnership, or partnership in which the Limited Partners have limited liability, in all jurisdictions where the Partnership proposes to operate and (c) all other filings required to be made by the Partnership. The Partnership shall not undertake business with the public in the Cayman Islands other than so far as may be necessary for the carrying on of the activities of the Partnership exterior to the Cayman Islands.

2.06 Term. The Partnership commenced upon the execution of the initial exempted limited partnership agreement of the Partnership dated [_____] and was registered as an exempted limited partnership upon the filing of record of the principal terms of the Partnership pursuant to Section 9 of the Act with the Cayman Islands Registrar of Exempted Limited Partnerships on [_____], and shall continue in existence until [_____] or such earlier time as may be specified in this Agreement, the Act or other applicable law.

2.07 Merger, Consolidation or Conversion. The Partnership may merge, consolidate or convert with or into another business entity, or enter into an agreement to do so, only with the consent and agreement of the General Partner, but without the consent of any other Person.

2.08 Series of Partnership Interests. The Partners intend hereby to establish separate Series of interests in the Partnership (each such interest, a "*Partnership Interest*") and separate

Series of Partners in the Partnership. Each Series shall correspond to a specified Investment or Investments by related Fund Entities (as designated by the General Partner) and shall be designated as a separate "Series" by the General Partner. The General Partner in its sole and absolute discretion may create additional Series of Partnership Interests and Partners with such rights, powers and duties as the General Partner may determine in its sole and absolute discretion subject to the terms and provisions hereof, and may admit any Person as a Partner of any such additional Series without the consent of any other existing Partner; provided that any Investment deemed to be a co-investment in the sole and absolute discretion of the General Partner shall not be included in any Series with Investments that are not deemed to be co-investments in the sole and absolute discretion of the General Partner. Each Partner, by its execution hereof, shall be deemed to have granted the General Partner the irrevocable power of attorney (which, it is hereby agreed among the Partners, is intended to secure an interest in property and, in addition, the obligations of each relevant Partner under this Agreement, and shall be irrevocable and shall survive and not be affected by the subsequent disability or incapacity of such Partner (or if such Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof)) to amend this Agreement in such ways as may be necessary to create any separate Series permitted by this Section 2.08 without any further action or approval by any other Partner. The power of attorney granted in this Section 2.08 is intended to secure an interest in property and, in addition, the obligations of each relevant Partner under this Agreement and shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of a Partner and shall extend to its successors and assigns; and may be exercisable by such attorney-in-fact and agent for all Partners (or any of them) required to execute any such instrument, and executing such instrument acting as attorney-in-fact. No Partner shall revoke the above power of attorney. The Partners agree that, except as otherwise provided in the Agreement, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable only against the assets of such Series, and not against the assets of any other Series or the assets of the Partnership generally, and none of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the Partnership generally or any other Series shall be enforceable against the assets of such Series. Notwithstanding any other provision hereof, separate and distinct records shall be maintained with respect to each Series, and the assets associated with each Series shall be held and accounted for separately from the other assets of the Partnership or any other Series thereof. Expenses incurred in organizing the Partnership and any Series, and expenses deemed to be expenses of the Partnership generally shall, in each case, be allocated to the various Series in such amounts and proportions as the General Partner shall determine appropriate.

2.09 Alternative Investment Vehicles. (a) If the General Partner determines, in its sole and absolute discretion, that it is in the best interests of one or more Partners, Carlyle or any Fund Entity that one or more Partners participate in one or more Investments through an alternative investment vehicle, the General Partner may structure the making of such Investment or Investments outside of the Partnership by requiring each such Partner to make any such Investment directly or through a partnership or other similar vehicle organized by or at the request of the General Partner (an "*Alternative Investment Vehicle*") that will invest on behalf of such Partners in lieu of the Partnership. Each Partner participating in an Alternative Investment Vehicle shall make Capital Contributions, directly or indirectly, to such Alternative Investment Vehicle to the extent, for the same purposes and on substantially the same terms and conditions,

in each case in all material respects, to the extent appropriate in furtherance of the purposes of this Section 2.09 as each such Partner would be required to make Capital Contributions to the Partnership. In the event one or more Partners participate in an Investment through an Alternative Investment Vehicle, distributions of cash and other property and the allocations of income, gain, loss, deduction, expense and credit from any such Alternative Investment Vehicle, and the determination of allocations and distributions pursuant to Article V hereof and of any capital contributions in respect of any Clawback Amount, shall be determined as if such Partners had participated in such Investment through the Partnership.

(b) In the case of an Investment made through a Fund AIV, distributions of cash and other property and the allocations of income, gain, loss, deduction, expense and credit from any such Fund AIV, and the determination of allocations and distributions pursuant to Article V hereof and of any capital contributions in respect of any Clawback Amount, shall be determined as if each such Investment made by such Fund AIV were an investment made by the Main Fund.

(c) Each Partner hereby irrevocably constitutes and appoints the General Partner, with full power of substitution, the true and lawful attorney-in-fact and agent of such Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of this Agreement, all agreements and instruments necessary or advisable to form an Alternative Investment Vehicle and admit such Partner as a security holder thereof and to consummate any Investment related thereto, including the execution of the organizational documents with respect to such Alternative Investment Vehicle (and amendments thereto consistent with this Section 2.09(c)). The power of attorney granted in this Section 2.09(c) is intended to secure an interest in property and, in addition, the obligations of each relevant Partner under this Agreement and shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of a Partner and shall extend to its successors and assigns; and may be exercisable by such attorney-in-fact and agent for all Partners (or any of them) required to execute any such instrument, and executing such instrument acting as attorney-in-fact. No Partner shall revoke the above power of attorney. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular and binding, without further inquiry. If required, each Partner shall execute and deliver to the Partnership within ten (10) calendar days after the receipt of a request therefore, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof.

2.10 Feeder Fund. The Interest of a Feeder Fund shall be treated as Interests held by more than one Limited Partner for purposes of determining the appropriate treatment of such Feeder Fund in connection herewith, in light of the multiple Feeder Fund Investors in such Feeder Fund. This shall include reflecting on the books and records of the Partnership a separate Interest held by such Feeder Fund with respect to each Feeder Fund Investor therein.

ARTICLE III.
PARTNERS; DISPOSITIONS OF INTERESTS

3.01 Partners. Each of the Persons executing this Agreement effective as of the Effective Date is hereby admitted to or continues as a partner of the Partnership effective as of the Effective Date.

3.02 Withdrawal of Initial Limited Partner. The Initial Limited Partner shall be deemed to have withdrawn from the Partnership upon execution of this Agreement by the General Partner and the first additional Limited Partner.

3.03 Sharing Ratios.

(a) A separate Sharing Ratio shall be assigned by the General Partner to each Partner (other than Class C Limited Partners) of a Series for each separate Investment within such Series. The Sharing Ratios for each separate Investment in a given Series shall be set forth on a separate Investment Sharing Ratio Letter for each Partner for such Investment within such Series.

(b) The Sharing Ratio assigned to any Key Participant with respect to each Investment shall not be less than the Minimum Percentage of such Key Participant in effect as of the date the Fund Entities acquire such Investment; provided, however, that (i) any Key Participant (or, in the case of a Key Participant that is a Feeder Fund Investor, the applicable Feeder Fund on such Key Participant's behalf) may agree with the General Partner to a Sharing Ratio for any Investment that is less than such Key Participant's Minimum Percentage, (ii) all Sharing Ratios are subject to adjustment pursuant to Section 10.03 hereof notwithstanding the designated Minimum Percentage, and (iii) the Sharing Ratio assigned to any Key Participant for an Investment may be less than such Key Participant's Minimum Percentage (A) to the extent necessary to dilute the Key Participant to accommodate the addition of new members to a deal team, (B) to the extent the General Partner determines that such a dilution of the Sharing Ratio of a Key Participant for an Investment is necessary or desirable to accommodate the assignment of a Sharing Ratio for such Investment to one or more Limited Partners who are part of an Industry Deal Team that the General Partner has determined in its sole and absolute discretion is responsible, in whole or in part, for sourcing, negotiating or managing such Investment, (C) to reflect inadequate performance by the Key Participant, as determined by the General Partner in its sole and absolute discretion, (D) to reflect a change in the role that a Key Participant serves with respect to the Fund Entities, (E) if the General Partner determines in good faith that a Key Participant's Sharing Ratio should be reduced to reflect the quality or extent of such Key Participant's services to the Partnership or its Affiliates relative to the services provided by other Key Participants, or (F) if the General Partner determines in good faith that a valid business reason justifies the reduction of a Key Participant's Sharing Ratio.

(c) Unless otherwise set forth in writing for a particular Investment, for each Investment a Sharing Ratio will be assigned to The Carlyle Group Employee Co., L.L.C. in its capacity as nominee of the annual Equity Pools (the "*Nominee*"); provided that such Sharing Ratio shall be subject to adjustment as provided herein.

(d) Subject to Section 3.03(e), the General Partner in its sole and absolute discretion is authorized to increase the Sharing Ratio of a Class B Limited Partner for a particular Investment within a Series at any time. Any such adjustments shall dilute the Sharing Ratios of the Class A Limited Partners (other than the Sharing Ratio held by the Nominee) in proportion to their respective Sharing Ratios with respect to such Series.

(e) Notwithstanding anything to the contrary expressed or implied by this Agreement, the aggregate Sharing Ratios of the Class B Limited Partners of a Series (including Persons hereafter admitted as Class B Limited Partners pursuant to Section 3.04 below) for any Investment within any Series shall in no event exceed the percentage set forth in the books and records of the Partnership (including the Sharing Ratio directly or indirectly held by the Nominee in its capacity as a Class B Limited Partner) without the prior written consent of the General Partner and each Class A Limited Partner of that Series, which consent may be granted or denied in the sole and absolute discretion of the General Partner and each such Class A Limited Partner in that Series (as adjusted from time to time with such consent, the "*Percentage Cap*"). Notwithstanding the foregoing, the aggregate of all Sharing Ratios assigned to the Class B Limited Partners for a particular Investment within a Series is not required to be the Percentage Cap and may be less than the Percentage Cap.

(f) The Sharing Ratios for each Limited Partner with respect to separate Investments within a Series shall be designated by the General Partner on a separate Investment Sharing Ratio Letter for such Limited Partner with respect to such Investment, and each such Investment Sharing Ratio Letter shall be deemed a part of this Agreement without any further action by or on behalf of any other Limited Partner. In addition, within 120 days after the end of a calendar year, the General Partner shall deliver to each Class B Limited Partner a letter setting forth the initial Sharing Ratio of such Limited Partner for Investments acquired during the previous calendar year and the Series of Partnership Interests of which such Investments will constitute part of the assets.

3.04 Admission of Additional Limited Partners. (a) *Class A Limited Partners and Class C Limited Partners.* The General Partner is authorized to admit additional Persons as Class A Limited Partners and Class C Limited Partners of any Series in the sole and absolute discretion of the General Partner; provided that such Class A Limited Partners and Class C Limited Partners agree in writing to be bound by this Agreement and the terms applicable to such Series. The Sharing Ratios assigned by the General Partner to any such Class A Limited Partner admitted to the Partnership in an existing Series with respect to any Investment of such Series shall reduce the respective Sharing Ratios of each Class A Limited Partner (other than the Sharing Ratio held by the Nominee (either directly or indirectly through a Feeder Fund) in the annual Equity Pool) with respect to that Investment *pro rata* in proportion to their Sharing Ratios with respect to such Investment.

(b) *Class B Limited Partners.* The General Partner is authorized to admit additional Persons as Class B Limited Partners of any Series in the sole and absolute discretion of the General Partner; provided that such Class B Limited Partners agree in writing to be bound by this Agreement and the terms applicable to such Series. The Sharing Ratios assigned by the General Partner to any such Class B Limited Partner admitted to the Partnership in an existing Series with respect to any Investment of such Series shall reduce the respective Sharing Ratios of each

Class A Limited Partner (other than the Sharing Ratio held by the Nominee (either directly or indirectly through a Feeder Fund) in the annual Equity Pool) with respect to that Investment *pro rata* in proportion to their Sharing Ratios with respect to such Investment; provided that at such time as the aggregate percentage interest held by all Class B Limited Partners for that Investment equals the Percentage Cap, the Sharing Ratios assigned by the General Partner to any such Class B Limited Partner shall reduce the Sharing Ratios of all Class B Limited Partners in that Investment (other than the Sharing Ratio held by a Nominee (either directly or indirectly through a Feeder Fund) in the annual Equity Pool) on a *pro rata* basis in proportion to their Sharing Ratios with respect to such Investment.

3.05 Restrictions on the Disposition of a Partnership Interest. (a) Except as provided in this Section 3.05, a direct or indirect Disposition by a Partner of all or any part of its Partnership Interest in any Series may be effected only with the prior express written consent of the General Partner, which consent may be withheld in the sole and absolute discretion of the General Partner and upon compliance with this Section 3.05. Any attempted Disposition by a Person of a Partnership Interest in any Series, or any part thereof, other than in accordance with this Section 3.05, is void and the Partnership shall not recognize it.

(b) Subject to the provisions of Sections 3.05(a) above, (c) (to the extent applicable), (d) and (e) and Section 3.06:

(i) the General Partner and, subject to the prior written consent of the General Partner, which consent may be withheld in the General Partner's sole and absolute discretion, any Class A Limited Partner, may assign to any other Person, or, pledge, assign for security purposes, or otherwise grant a security interest in (and the pledgee, assignee or secured party may foreclose on) all or part of such Partner's interest in distributions from the Partnership (any such interest in distributions being referred to herein as a *"Class A Distributions Interest"*), and in each case (A) such Disposition of a Class A Distributions Interest shall not affect such Disposing Partner's right to freely exercise management and voting rights hereunder or its ability to discharge its corresponding obligations relating thereto and such Disposing Partner shall not thereby cease to be a partner of the Partnership, and (B) any such assignee, pledgee or secured party shall have only the rights accorded to an assignee of the economic rights assigned thereby, and shall not be entitled to be admitted to the Partnership as a Partner in such Series, except as set forth in Section 3.04; and

(ii) any Class B Limited Partner who is an individual may transfer (a "*Transferring Partner*") all or any portion of his or her interest in distributions from the Partnership (any such interest in distributions being referred to herein as a "*Class B Distributions Interest"*) to a Family Member of such Limited Partner, to a charitable organization, or to a trust or other entity whose sole and exclusive beneficiaries, partners or shareholders, as applicable, are such Transferring Partner and/or one or more Family Members of such Transferring Partner and/or a charitable organization (with such transferee becoming either an assignee or a substitute Class B Limited Partner in such Series), but only to the extent (A) such transferee shall agree in writing, as a condition of such transfer, to be bound by the terms of this Agreement and such Series as a Class B Limited Partner of such Series, (B) such transferee shall execute a Guarantee, (C) the General Partner has given its prior written consent to such transfer, which consent may be withheld by the General Partner in its sole and absolute discretion, (D) such Transferring

Partner shall execute a guarantee, in form and substance satisfactory to the General Partner in its sole and absolute discretion, pursuant to which such Transferring Partner shall guarantee the performance of such transferee's obligations under this Agreement; and (E) if such transferee is a corporation, partnership or other entity, such transferee shall agree in writing not to permit transfers of its stock, partnership interests or other equity interests, as applicable, to Persons other than such Transferring Partner and/or Family Members of such Transferring Partner; notwithstanding any transfer of a Partnership Interest by a Class B Limited Partner, (x) unless any such transferee is admitted as a substitute Class B Limited Partner in the sole and absolute discretion of the General Partner, the transfer shall consist only of a Class B Distributions Interest, and such transferee shall have only the rights accorded to an assignee of the economic rights assigned thereby and shall not otherwise have any rights under this Agreement or governing law afforded a Class B Limited Partner, including, without limitation, any rights under Section 7.01, (y) in the case of any such transfer of a Class B Distributions Interest, the Partnership shall be entitled to continue to make all distributions attributable to such Class B Distributions Interest to the Transferring Partner (and the transferee shall be required to look solely to the Transferring Partner to obtain any such distributions and none of the Partnership, the General Partner or any other Indemnified Party shall have any liability to the transferee for making any such distributions to the Transferring Partner as contemplated by this clause (y)), and (z) the forfeiture provisions of Section 10.03 and any other provision in this Agreement that reference the Transferring Partner's services shall continue to apply to the transferred interest as if the interest was not transferred and was still held by the original Class B Limited Partner; and

(iii) subject to obtaining the General Partner's prior written consent, which consent may be withheld in the General Partner's sole discretion, the Nominee may but is not required to transfer to the annual Equity Pool at or before the end of each calendar year the portion of the Partnership Interest held by the Nominee in respect of Investments acquired during such calendar year; and

(iv) the General Partner may, without the consent of any Limited Partner, transfer all or any portion of its interest as general partner of the Partnership to one of its Affiliates. In the event of a transfer of all of its interest as a general partner of the Partnership in accordance with this clause (iv), upon execution of an appropriate assignment and assumption agreement by the General Partner and assignee or transferee and the filing of a relevant section 10 Statement under the Act executed by the General Partner in respect to such transfer, its assignee or transferee shall be substituted in its place and admitted as general partner of the Partnership and the General Partner shall cease to be a general partner of the Partnership.

(c) The Partnership may not recognize for any purpose any purported Disposition of all or part of a Partnership Interest in any Series unless and until the other applicable provisions of this Section 3.05 have been satisfied and the Partnership has received a transfer document (i) executed by the Partner effecting the Disposition (or if the transfer is on account of the death or incapacity of the transferor, its representative) and the transferee, (ii) if the transferee is to be admitted to the Partnership as a Partner of such Series, including the notice address of the Person to be so admitted and its agreement to be bound by this Agreement and the terms of such Series in respect of the Partnership Interest or part thereof being obtained, (iii) if the Disposition involves a Partnership Interest in Profits Interest Distributable Proceeds, setting forth the Sharing Ratios for each Investment of such Series after the Disposition of the Partner effecting the

Disposition and the Person to which the Partnership Interest or part thereof is Disposed and, if the Disposition involves a Partnership Interest in Capital Investment Distributable Proceeds, setting forth the Partnership Interest in Capital Investment Distributable Proceeds for each Investment after the Disposition of the Partner effecting the Disposition and the Person to which the Partnership Interest or part thereof is Disposed (which, in each case, together must total the Sharing Ratio and Partnership Interest in Capital Investment Distributable Proceeds for each Investment of the Partner effecting the Disposition before the Disposition), and (iv) containing a representation and warranty by each of the Transferring Partner and the transferee that the Disposition was made in accordance with all laws and regulations (including securities laws) applicable to it. Each Disposition of a Partnership Interest and, if applicable, admission complying with the provisions of this Section 3.05(c) is effective as of the first day of the calendar month immediately succeeding the month in which the requirements of this Section 3.05 have been met.

(d) For the right of a Partner to Dispose of a Partnership Interest in any Series or any part thereof or a Class A Distributions Interest or a Class B Distributions Interest, or of any Person to be admitted to the Partnership in connection therewith, to exist or be exercised (if applicable), the Partnership Interest or part thereof or Class A Distributions Interest or a Class B Distributions Interest subject to the Disposition or admission must be registered under applicable securities laws or the Partnership must receive a favorable opinion of the Partnership's legal counsel or of other legal counsel acceptable to the General Partner to the effect that the Disposition or admission is exempt from registration under those laws. The General Partner may waive the requirements of this Section 3.05(d).

(e) The Partner effecting a Disposition of a Partnership Interest and any Person admitted to the Partnership in connection with that Disposition shall, as a condition to the effectiveness of such Disposition and admission pay, or reimburse the Partnership for, all costs incurred by the Partnership in connection with the Disposition or admission (including, without limitation, the legal fees incurred in connection with the legal opinions referred to in Section 3.05(d)), and the General Partner may also impose a reasonable fee on such Partner for administrative expenses incurred on account of a Disposition arising from a divorce or separation (including reasonable charges for in-house legal counsel and related personnel), on or before the 10th Business Day after the receipt by that Person of the Partnership's invoice for the amount due. At the election of the General Partner, any subsequent costs or expenses or other obligations incurred by the Partnership as the result of any Disposition by any Partner may be charged to such Partner.

(f) Any Class B Limited Partner who makes a transfer in accordance with the provisions of this Section 3.05 and who is a Key Participant may designate at the time of transfer that the transfer includes a portion of his or her Minimum Percentage, in which case (i) the transferee's Minimum Percentage may not be decreased except as provided in the definition of "Minimum Percentage" in Section 1.01 (read as if the transferor were still the Key Participant with respect to the transferred interest) and (ii) the transferee's Sharing Ratio with respect to an Investment shall not be less than the transferee's Minimum Percentage in effect as of the date the Fund Entities acquire such Investment except as provided in Section 3.03(b) (read as if the transferor were still the Key Participant with respect to the transferred interest, except that the

transferee rather than the transferor would have to agree if the Sharing Ratio is to be less than the Minimum Percentage by agreement as provided therein).

3.06 Interests in a Partner. Notwithstanding the foregoing, without the prior express written consent of the General Partner which may be withheld in the sole and absolute discretion of the General Partner, no Partner shall Dispose of all or any part of its Partnership Interest in any Series in such a manner that would be in breach of the Act or that, after the Disposition, (i) the Partnership would be considered to have terminated within the meaning of Section 708 of the Code, (ii) the Partnership would become an association taxable as a corporation for federal income tax purposes or (iii) the Partnership or any Fund Entity would be subject to the registration requirements of the Investment Company Act of 1940, (the "*1940* Act") as amended, as reasonably determined by the General Partner.

ARTICLE IV.
CAPITAL CONTRIBUTIONS

4.01 Initial Contributions. Each Partner shall, contemporaneously with the execution hereof and/or at the time of the admission of such Partner to any Series, make the Capital Contribution with respect to such Series, if any, set forth opposite such Partner's respective name in such Partner's Investment Sharing Ratio Letter for each Investment in such Series (the "*Initial Capital Contribution*") or as otherwise maintained in the offices of the Partnership and communicated to such Partner. Except as otherwise provided in Section 4.02, Section 4.03 and Section 4.04, no Partner shall be required to make any additional Capital Contribution to the Partnership with respect to any Series. No Partner shall have any obligation to restore any negative balance in such Partner's Capital Account upon liquidation of the Partnership or any Series.

4.02 Additional Capital Contributions. With respect to each Series to the extent that (i) capital contributions are required to be made by the Partnership pursuant to the Fund Agreements for the purpose of enabling the Fund Entities related to such Series to acquire Investments and (ii) the General Partner determines in its sole and absolute discretion that the Partnership should make such capital contributions to the Fund Entities, then the General Partner shall, in its sole and absolute discretion, make, or provide for the making of, all additional Capital Contributions ("*Additional Capital Contributions*") to the Partnership that are necessary for the Partnership to make its capital contributions to the Fund Entities with respect to such Series. The General Partner, in its capacity as general partner of the Partnership, is authorized in its sole and absolute discretion to invite any one or more other Limited Partners to participate in the making of such Additional Capital Contributions with respect to a particular Series; and the Limited Partners acknowledge and agree that the General Partner in no event shall be required to extend any such invitation to all Limited Partners, and, for the avoidance of doubt, no Limited Partner so invited shall, unless otherwise agreed by such Limited Partner, be obligated to make any Additional Capital Contributions pursuant to this Section 4.02 without such Limited Partner's consent.

4.03 Clawback Contributions. (a) Each Partner acknowledges that in the event the Partnership is required to return or recontribute to the Main Fund or any other Fund Entity a portion or all of the amounts representing Profits Interest Proceeds that were previously

distributed by the Fund Entities (the *"Clawback Amount"*), each Partner unconditionally and irrevocably agrees, on a several (but not joint and several) basis, to make a Capital Contribution (or return or recontribute prior distributions) to the Series of Partnership Interests with respect to such Fund Entity in an amount equal to such Partner's pro rata share, based on its respective Distribution Ratios for such Fund Entity, of the Clawback Amount (net of any prior fundings to the Partnership from such Partner to pay such amount). The Partnership (at its own expense) shall use its reasonable efforts to collect any amounts from any such direct and indirect owner or former owner of the Partnership that initially fails to meet the foregoing obligation. None of the Partners shall have any obligation to pay the amounts owed under this Section 4.03 by any other Partner. A Partner's contribution obligation under this Section 4.03(a) shall be reduced by its share of the amount, if any, that is considered to have been paid to the Fund Entities on behalf of such Partner pursuant to Section 5.03(f) hereof, as applicable. For the avoidance of doubt, a Partner's pro rata share of any Capital Contribution required to be made by the Partnership in respect of a Clawback Amount or a True-Up Contribution Amount shall not be reduced to the extent Carlyle advances funds or makes a payment that reduces (or otherwise foregoes any other economic benefit that has the effect of reducing) the amount that would otherwise be required to be made by the Partnership in respect of such Clawback Amount and/or True-Up Contribution Amount, except to the extent such amounts were indirectly borne by such Partner.

(b) The capital contribution (or return or recontribution) obligations provided in this Section 4.03 shall, to the fullest extent permitted by law, be binding upon each of the Partners and former Partners and shall, to the fullest extent permitted by law, remain in full force and effect irrespective of, and shall not be terminated by, the existence of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the terms of such capital contribution obligation. The liability of each of the Partners under this Section 4.03 shall, to the fullest extent permitted by law, be absolute, unconditional and irrevocable irrespective of:

(i) any change, whether or not agreed to by such Partner, in the time, manner or place of any payment or performance of the obligation to pay its pro rata share of the Clawback Amount, or in any other term of, this Agreement, the Fund Agreements or any other amendment, renewal, extension, acceleration, compromise or waiver of or any consent or departure from the terms of the Clawback Amount, this Agreement or the Fund Agreements;

(ii) the lack of power or authority of such Partner to execute and deliver this Agreement, the Partnership to execute and deliver the Fund Agreement; any defense which may at any time be available to, or asserted by, the Partnership against the Fund Entities under the Fund Agreements or by the Partners against the Partnership; the existence or continuance of the Partnership as a legal entity; or the bankruptcy or insolvency of the Partnership, the admission in writing by the Partnership of its inability to pay its debts as they mature, or its making of a general assignment for the benefit of, or entering into a composition or arrangement with creditors;

(iii) any act, failure to act, delay or omission whatsoever on the part of the Partnership, any failure to give to the Partnership notice of default in the making of any payment due and payable under the Clawback Amount or notice of any failure on the part of the Partnership to do any act or thing or to observe or perform any covenant, condition or agreement by it to be observed or performed under the Fund Agreements or this Agreement, respectively; or

(iv) any other event or circumstance which might otherwise constitute a defense available to, or a discharge of the Partners in respect of, the Clawback Amount (other than an express discharge or release by the consent of [ ] in interest of the Fund Entity Limited Partners), it being the purpose and intent of this Section 4.03 that the obligations of each Partner hereunder shall be absolute, unconditional and irrevocable and shall not be discharged or terminated except by payment by such Partner of his, her or its obligations as set forth in this Section 4.03.

(c) Each of the Partners, to the fullest extent he, she or it may legally do so, waives notice of acceptance of the obligations provided for in this Section 4.03 and of the Clawback Amount and also waives promptness, diligence, presentment, demand of payment, notice of default, dishonor, non-payment, non-performance or any other notice to or upon the Partnership or to such Partner.

(d) Each of the Partners, to the fullest extent he, she or it may legally do so, waives any right now or hereafter existing requiring the Fund Entities, or any Limited Partner, as a condition to proceeding against such Partner hereunder, to proceed against the Partnership or any other Person, or pursue any other remedy in the Fund Entity's or such Limited Partner's power.

(e) Each of the Partners, to the fullest extent he, she or it may legally do so, waives the benefit of any statute of limitations affecting the liability of such Partner under this Section 4.03 or the enforcement hereof as amended or recodified from time to time, and agrees that any payment or performance of the Clawback Amount or other act which tolls any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to any liability of such Partner hereunder.

(f) Each of the Partners, to the fullest extent he, she or it may legally do so, waives all rights and benefits under any applicable law (to the extent applicable to such Partner hereunder) requiring the beneficiaries of the provisions of this Section 4.03 to pursue the Partnership or any other Person or remedy or exhaust any security before proceeding against such Partner.

(g) If the General Partner or any Limited Partner is required to pursue any remedy against a Partner under this Section 4.03, such Partner shall pay to the Partnership or such Limited Partner, as applicable, upon demand, all reasonable attorney's fees and expenses and all other costs and expenses incurred by such party in enforcing this Section 4.03 against such Partner.

(h) Each Class B Limited Partner (other than the Nominee) shall, contemporaneously with the execution hereof and/or at the time of the admission of such Limited Partner (i) execute and deliver to the General Partner the guarantee, a form of which is attached hereto as Exhibit A (the "*Guarantee*") as the same may hereinafter be amended or modified from time to time and (ii) cause each Person to which it distributes Profit Interest Distributable Proceeds to execute and deliver to the General Partner the Guarantee, as the same may hereinafter be amended or modified from time to time; provided that the individual Person that received a Sharing Ratio in respect of the Profits Interest Distributable Proceeds payable to such ultimate recipient may execute a Guarantee in lieu of such ultimate recipient and provided, further that no Feeder Fund

shall be required to execute a Guarantee so long as each Feeder Fund Investor thereof (other than the Nominee) executes a Guarantee. Each such Limited Partner further acknowledges and agrees that in the event such Limited Partner fails for any reason to execute and deliver the Guarantee or any amendments thereto, the General Partner shall be authorized to execute the Guarantee or such amendment thereto on behalf of such Limited Partner pursuant to the power of attorney granted to the General Partner in Section 6.10. Notwithstanding anything to the contrary set forth in this Agreement, to the extent any Limited Partner returns its pro rata share of the Clawback Amount in full to the Fund Entities pursuant to the Guarantee, such Limited Partner shall not be required to make any Capital Contributions to the Partnership in respect of the Clawback Amount pursuant to this Section 4.03.

4.04 True-Up Contributions. Without limitation of the obligation of any Partner to make a Capital Contribution (or return or recontribute prior distributions) pursuant to Section 4.03, at the time of liquidation of a Fund Entity or Fund Entities that correspond to one or more Series, each Partner shall be unconditionally obligated to make a Capital Contribution (or return prior distributions) to the Partnership in an amount equal to such Partner's True-Up Contribution Amount for such Series. Each Partner shall contribute his, her or its True-Up Contribution Amount to the Partnership no later than thirty days after the General Partner delivers written notice to the Partners setting forth the Partners' respective True-Up Contribution Amounts. The Partnership shall promptly distribute the aggregate True-Up Contribution Amounts to the Partners in the ratio of the Partners' respective True-Up Distribution Amounts. Notwithstanding anything to the contrary in this Agreement, the General Partner may require a Partner to contribute all or a portion of a then existing True-Up Contribution Amount with respect to such Partner at any time in advance of the liquidation of a Fund Entity, and in calculating the amount of such True-Up Contribution Amount (and related True-Up Distribution Amounts) the General Partner in its sole and absolute discretion may include such Partner's share of any potential Clawback Amount as estimated in good faith by the General Partner at such time and may make such other adjustments to such Partner's True-Up Contribution Amount (and related True-Up Distribution Amounts) as the General Partner determines in good faith are necessary to implement the intent of the economic provisions of this Agreement with respect to the allocation and distribution of Profits Interest Distributable Proceeds.

4.05 Failure to Contribute. If a Partner does not contribute by the time required the Capital Contribution (or return of prior distributions) that Partner (the *"Delinquent Partner"*) is required to make as provided in Sections 4.01, 4.02, 4.03 and 4.04, then the General Partner (if not a Delinquent Partner) acting alone, or, if the General Partner is a Delinquent Partner, the Class A Limited Partners of the applicable Series in respect of which such default occurred other than any Delinquent Partner ("*Non-Delinquent Partners"*), acting unanimously and jointly as a group, may exercise any of the following remedies:

(a) take such action as the General Partner or Non-Delinquent Partners may deem appropriate to obtain specific performance by the Delinquent Partner of its obligation to make that portion of the Delinquent Partner's Capital Contribution that is in default, together with interest thereon at the Default Interest Rate from the date that such Capital Contribution was due until the date that it is made, all at the cost and expense of the Delinquent Partner.

(b) deliver to the Partnership in respect of such Series all or any portion of the Delinquent Partner's Capital Contribution that is in default, in proportion to the General Partner's and/or the Non-Delinquent Partners' respective Sharing Ratios for the Investment in respect of which such Capital Contribution was to be made or in such other ratio as they may agree, with the following results:

(i) the sum delivered constitutes a loan from the General Partner and/or the Non-Delinquent Partners, in proportion to such Partners' respective Sharing Ratios for the Investment in respect of which such Capital Contribution was to be made or in such other ratio as they may agree, to the Delinquent Partner;

(ii) the principal balance of the loan and all accrued unpaid interest thereon is due and payable on the 10th Business Day after written demand therefor by the General Partner and/or the Non-Delinquent Partners to the Delinquent Partner;

(iii) the unpaid principal balance of the loan bears interest at the Default Interest Rate from the date that the advance is made until the date that the loan, together with all interest accrued on it, is repaid to the General Partner and/or Non-Delinquent Partners, as applicable; and

(iv) all distributions from the Partnership that would otherwise be made to the Delinquent Partner (whether before or after dissolution of the Partnership) instead shall be paid to the General Partner and/or the Non-Delinquent Partners, as applicable, in proportion to their respective Sharing Ratios for the Investment for which such Capital Contribution was to be made or in such other ratio as they may agree, for credit against the unpaid balance of the loan, until the loan and all interest accrued thereon shall have been paid in full (with payments being applied first to accrued and unpaid interest and then to principal), together with all other costs and expenses incurred by the Partnership in enforcing against such Delinquent Partner the obligation to pay such amounts ("*Enforcement Expenses*").

(c) set-off as appropriate from any payment hereunder or any amounts otherwise payable to such Delinquent Partner by the Partnership or any of its Affiliates (including, without limitation, distributions of Capital Investment Distributable Proceeds, Profits Interest Distributable Proceeds, other amounts payable to such Delinquent Partner from any other partnership or other entity of which such Delinquent Partner is a partner, member or stockholder and which is an Affiliate of the Partnership, and, to the extent permitted by applicable law, employee compensation) and apply such set-off amounts against such Partner's obligation to make such Capital Contribution, any interest thereon accruing at the Default Interest Rate pursuant to Section 4.05(b) and any Enforcement Expenses.

(d) For purposes of this Section 4.05, if any Delinquent Partner is a Feeder Fund, the General Partner shall treat the Feeder Fund Investor that was responsible for such default as the Delinquent Partner and shall invoke the rights, powers and remedies specified herein separately with respect to such Feeder Fund Investor.

4.06 Return of Contributions. Except as expressly provided herein, in the Act or other applicable law, a Partner is not entitled to the return of any part of its Capital Contributions

in respect of any Series or to be paid interest in respect of either its capital account or its Capital Contributions related thereto. An unrepaid Capital Contribution is not a liability of the Partnership, any Series or of the other Partners. A Partner is not required to contribute or to lend any cash or property to the Partnership to enable the Partnership to return the other Partner's Capital Contributions.

4.07 Advances by Partners. If the Partnership does not have sufficient cash to pay its obligations generally or with respect to any Series, the General Partner or any of its Affiliates may (but shall have no obligation to) advance all or part of the needed funds to or on behalf of the Partnership or such Series, which advance shall constitute a loan from the General Partner or such Affiliate to the Partnership or such Series, shall bear interest at the General Interest Rate from the date of the advance until the date of payment, and shall not be a Capital Contribution. Any such advance made by the General Partner or such Affiliate shall be repaid by the Partnership or such Series, as applicable, prior to any distributions under Section 5.02.

4.08 Capital Accounts. Solely for U.S. federal income tax purposes, the Partnership shall establish and maintain for each Partner owning a Partnership Interest in a particular Series a separate Capital Account (each, a "*Capital Account*"). Each Capital Contribution, if any, shall be credited to the Capital Account of such Partner on the date such contribution of capital is paid to the Partnership. In addition, each Partner's Capital Account shall be (a) credited with (i) such Partner's allocable share of any Net Income of the Partnership related to a particular Series, and (ii) the amount of any Partnership liabilities related to a particular Series that are assumed by the Partner or secured by any Partnership property distributed to the Partner, (b) debited with (i) distributions to such Partner related to a particular Series of cash or the fair market value of other property, (ii) such Partner's allocable share of Net Loss of the Partnership and expenditures of the Partner described or treated under Section 704(b) of the Code as described in Section 705(a)(2)(B) of the Code, and (iii) the amount of any liabilities of the Partner assumed by the Partnership related to a particular Series or which are secured by any property contributed by the Partner to the Partnership and (c) otherwise maintained in accordance with the provisions of the Code. Any other item which is required to be reflected in a Partner's Capital Account under Section 704(b) of the Code or otherwise under this Agreement shall be so reflected in a manner determined appropriate by the General Partner in its sole and absolute discretion. Capital Accounts shall be appropriately adjusted to reflect transfers of part (but not all) of a Partner's Partnership Interest. Interest shall not be payable on Capital Account balances. Notwithstanding anything to the contrary contained in this Agreement, the General Partner shall maintain the Capital Accounts of the Partners in accordance with the principles and requirements set forth in Section 704(b) of the Code.

4.09 Fund-Level Holdback. To the extent amounts held in escrow by the Fund Entities are used to pay investors in the Fund Entity (rather than distributed to the Partnership), the Partnership shall be deemed to have made a capital contribution to the Fund Entities, but such deemed capital contribution by the Partnership shall not be accompanied by a deemed capital contribution by the Partners to the Partnership (because amounts held in escrow by the Fund Entities and deemed distributed to the Partnership are not deemed under this Agreement to be distributed to the Partners).

ARTICLE V.
ALLOCATIONS AND DISTRIBUTIONS

5.01 Allocations for Capital Account Purposes.

(a) Net Income (Loss) of the Partnership for any fiscal period of the Partnership shall be allocated among the Capital Accounts of the Partners in a manner that as closely as possible gives economic effect to the provisions of Sections 5.02 and 11.02 and other relevant provisions hereof.

(b) All items of income, gain, loss, deduction and credit of the Partnership shall be allocated among the Partners for U.S. federal, state and local income tax purposes consistent with the manner that the corresponding constituent items of Net Income (Loss) shall be allocated among the Partners pursuant to this Agreement, except as may otherwise be provided herein or by the Code. Notwithstanding the foregoing, the General Partner in its sole and absolute discretion shall make such allocations for tax purposes as may be needed to ensure that allocations are in accordance with the interests of the Partners in the Partnership, within the meaning of the Code and the Treasury Regulations. The General Partner shall determine all matters concerning allocations for U.S. tax purposes not expressly provided for herein in its sole and absolute discretion.

5.02 Distributions. (a) After satisfaction (whether by payment or reasonable provision for payment) of all fees and expenses of the Partnership (including, without limitation, all debt service payments, if any) in respect of a particular Series, the Partnership shall periodically distribute cash or other property to the Partners of such Series in accordance with this Section 5.02, with the timing and amount of each such distribution to be determined by the General Partner. Any distribution of property other than cash may be made subject to existing liabilities and obligations of such Series to the extent approved by the General Partner and all distributions (whether of cash or other property) to the Partners of any Series shall be subject to the recontribution obligations specified in Sections 4.03 and 4.04 and the Act. Distributions will be made to the Partners in the same manner and kind as distributions are made to the Partnership by the Fund Entity. Except as provided in Sections 5.03 and 11.02, all distributions by the Partnership with respect to each Series shall be made as follows:

(i) Capital Investment Distributable Proceeds. Capital Investment Distributable Proceeds for each Investment within a given Series received by the Partnership from a Fund Entity shall be distributed to the Partners in proportion to their respective Capital Contributions made for the Investment generating such Capital Investment Distributable Proceeds, and

(ii) Profits Interest Distributable Proceeds. Profits Interest Distributable Proceeds for each Investment within a given Series received by the Partnership from a Fund Entity shall be distributed to the Partners (other than Class C Limited Partners) holding a Partnership Interest in such Series as follows:

(A) Proportional Distributions. If the PIP Ratio for each Investment in such Series equals the RIG Ratio for such Investment, Profits Interest Distributable

Proceeds for each Investment in such Series shall be distributed to the Partners in proportion to their Sharing Ratios for such Investment (subject to Sections 5.02(c) and 5.03).

(B) Apportionment Among Investments. If the PIP Ratio for each Investment in such Series does not equal the RIG Ratio for each such Investment then:

(I) Investment Tracking Account. A tracking account shall be established pursuant to which the cumulative amount of all Profits Interest Distributable Proceeds for all Investments in such Series shall be apportioned among all Investments in such Series in proportion to the respective Investment Gains for each Investment in such Series. The amount so apportioned to each Investment in such Series in such tracking account may be greater than or less than the amount of Profits Interest Distributable Proceeds actually generated from such Investment, but, following such apportionment, the PIP Ratio for each Investment (computed using such re-apportioned amounts) shall equal the RIG Ratio for each such Investment. For the avoidance of doubt, at such time as an Investment becomes a Realized Investment, the amount of Investment Gains allocated to the tracking account in respect of such Realized Investment shall not duplicate any Investment Gains previously allocated to the tracking account in respect of such Investment.

(II) Allocation to Partners. The amounts apportioned to each Investment in such Series pursuant to Section 5.02(a)(ii)(B)(I) shall be allocated to a tracking account for each Partner (including, for the avoidance of doubt, each Feeder Fund Investor) holding a Partnership Interest in such Series in proportion to such Partner's Sharing Ratio for each such Investment in such Series. A Partner's tracking account for each Investment initially will equal the amount of Profits Interest Distributable Proceeds (i.e., the cash and the fair market value of other property) distributed (or deemed distributed) to such Partner with respect to that Investment. Upon an apportionment pursuant to Section 5.02(a)(ii)(B)(I), the allocation to the tracking account for a particular Investment that represents an increase or a decrease compared to the amount of cash (or property) of Profits Interest Distributable Proceeds previously distributed (or deemed distributed) with respect to such Investment will be allocated in accordance with each Partner's Sharing Ratio with respect to such Investment in effect on the date of the transaction that the General Partner determines to be the primary reason for the adjustment (e.g., the date of sale of another Investment).

(III) Actual Distribution. Profits Interest Distributable Proceeds for the Investment in such Series which is the subject of the distribution shall then be distributed to the Partners (subject to Sections 5.02(c) and 5.03) in the ratio necessary to cause the cumulative amount of Profits Interest Distributable Proceeds in respect of such Series actually distributed (and deemed distributed) to each Partner since the creation of such Series to equal as nearly as possible the total amount allocated to each such Partner holding a Partnership Interest in such Series pursuant to Section 5.02(a)(ii)(B)(II).

(C) Notwithstanding any provision to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall

not make a distribution to any Partner on account of its interest in the Partnership or in any Series if such distribution would violate the Act or other applicable law.

(iii) Proceeds from Temporary Investments. Each distribution of proceeds from Temporary Investments shall be divided among all Partners (including the General Partner) pro rata in proportion to their respective proportionate interests in the Partnership property or funds that produced such proceeds, as determined by the General Partner in its sole and absolute discretion.

(b) To the extent the General Partner reasonably determines that the Partnership is required by law to withhold or to make tax payments on behalf of or with respect to any Partner ("*Tax Advances*"), the General Partner may withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Partner shall, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such Tax Advances were made or (ii) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Partner or, if such distributions are not sufficient for that purpose, by so reducing the proceeds of liquidation otherwise payable to such Partner. Whenever the General Partner selects option (ii) pursuant to the preceding sentence for repayment of a Tax Advance by a Partner, for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon liquidation) unreduced by the amount of such Tax Advance. To the fullest extent permitted by law, each Partner hereby agrees to indemnify and hold harmless the Partnership and the other Partners from and against any liability (including, without limitation, any liability for taxes, penalties, additions to tax, interest or failure to withhold taxes) with respect to income attributable to or distributions or other payments to such Partner.

(c) *Holdbacks*. Notwithstanding the foregoing, each Limited Partner hereby authorizes the Partnership and the General Partner to withhold amounts otherwise payable to such Limited Partner, to the extent the General Partner in its sole and absolute discretion determines that such withholding is warranted to secure, fund, satisfy, defease or create reserves for any outstanding obligation of such Limited Partner to the General Partner or its Affiliates. Any amount withheld pursuant to this Section 5.02(c) shall immediately be paid to the General Partner or Affiliate to which such obligation is owed. Any amount withheld pursuant to this Section 5.02(c) shall be deemed distributed pursuant to all other provisions of this Agreement (and shall remain subject to the clawback provisions of Section 4.03).

5.03 Class B Escrow Account. (a) The Partnership is authorized to establish an escrow account for the Class B Limited Partners (the "*Class B Escrow Account*") for each Series of Partnership Interests:

(i) The Partnership will establish a Class B Escrow Account with a sub-account for each Class B Limited Partner of such Series (including, without limitation, each Feeder Fund Investor) with respect to whom a Termination Date has occurred. Upon receipt of any Profits Interest Proceeds from the Fund Entities relating to a particular Series with respect to a particular Investment in such Series, the Partnership shall deposit into that Series' Class B Escrow Account for each Class B Limited Partner holding a Partnership Interest in such Series with respect to whom a Termination Date has occurred an amount necessary to cause the

cumulative amount deposited in the sub-account of each such Class B Limited Partner in respect of such Series since the creation of such Series to equal such Class B Limited Partner's share of any potential Clawback Amount and/or True-Up Contributions Amount (such amount to be determined by the General Partner in its sole and absolute discretion) (the "*Potential Clawback*").

(ii) The Partnership will establish a Class B Escrow Account for each Series of Partnership Interests with a sub-account for each Class B Limited Partner of such Series (including, without limitation, each Feeder Fund Investor) with respect to whom no Termination Date has occurred. Upon receipt of any Profits Interest Proceeds with respect to a particular Investment, the Partnership shall deposit into the Class B Escrow Account for each Class B Limited Partner holding a Partnership Interest in such Series with respect to whom no Termination Date has occurred an amount that the General Partner determines in its sole and absolute discretion is necessary or advisable as a reserve against any Potential Clawback (which amount may be less than the amount placed in any Class B Escrow Account for a Class B Limited Partner with respect to whom a Termination Date has occurred) and/or True-Up Contribution Amount that may be required from such Class B Limited Partner (for the avoidance of doubt, in determining such amount, the General Partner, in its sole and absolute discretion, may take into account interests such Limited Partner owns in Affiliates of Carlyle and other factors it determines relevant).

(b) Each Class B Limited Partner hereby authorizes the Partnership and the General Partner (and its shareholders) to cause each of their Affiliates (including, without limitation, Carlyle Investment Management L.L.C., and its Affiliates and The Carlyle Group Employee Co., L.L.C.) to withhold amounts from any source payable to such Class B Limited Partner (including, without limitation, coinvestment proceeds, bonuses and any other payment or distribution), to the extent the General Partner in its sole and absolute discretion determines that such withholding is warranted to secure, fund, satisfy or defease or create reserves for such Class B Limited Partner's share of the Potential Clawback, Clawback Amounts or True-Up Contributions Amounts for any Series.

(c) All amounts held in a Class B Escrow Account shall be invested in Temporary Investments.

(d) Subject to Section 5.03(e) and (f), amounts held in a Series' Class B Escrow Account shall remain in such Class B Escrow Account and may not be withdrawn by the Class B Limited Partners of such Series; provided, however, that the General Partner in its sole and absolute discretion may cause the Partnership at any time to distribute to such Class B Limited Partners, in proportion to their respective interests in such Class B Escrow Account, all or any portion of the investment earnings that have accrued on the amounts held in such Class B Escrow Account.

(e) The General Partner is authorized to release all or any portion of amounts in any Series' Class B Escrow Account at any time to the extent it determines in its sole and absolute discretion that such amounts will not be required to be (i) recontributed to the Fund Entities related to such Series or (ii) used for to satisfy a True-Up Contribution Amount (for the avoidance of doubt, in determining such amount, the General Partner, in its sole and absolute discretion, may take into account interests such Limited Partner owns in Affiliates of Carlyle and

other factors it determines relevant); provided, however, that each Class B Limited Partner receiving any such distribution shall be unconditionally obligated to repay to the Partnership immediately upon request of the General Partner all amounts that have been released from the Class B Escrow Accounts and distributed to such Class B Limited Partner to the extent provided in Section 4.03.

(f) The amount, if any, that a Class B Limited Partner of a particular Series is obligated to contribute to the Partnership with respect to such Series pursuant to Section 4.03 shall be paid first from such Partner's sub-account in such Series' Class B Escrow Account and, to that extent, such Class B Limited Partner's obligation under Section 4.03 shall be considered to have been satisfied (however, such Limited Partner shall still be liable for amounts owing in excess of such escrowed amount).

(g) Any amount remaining in a Series' Class B Escrow Account after the recontribution of any Clawback Amount by the Partnership in respect of such Series shall, subject to Section 4.04, be promptly paid to the Class B Limited Partners of such Series (unless withheld by the General Partner pursuant to Section 5.02(c)) in the ratio necessary to cause the cumulative amount of all actual distributions in respect of such Series pursuant to Section 5.02 since the inception of the Partnership plus all payments pursuant to this Section 5.03(g) to each Class B Limited Partner of such Series to equal as nearly as possible the total amount allocated to such Class B Limited Partner's tracking account pursuant to Section 5.02(a)(ii)(B)(II).

(h) For purposes of calculating distributions and maintaining Capital Accounts, amounts placed in a Series' Class B Escrow Account in respect of a Class B Limited Partner of that Series will be deemed distributed to such Class B Limited Partner, and amounts required to be paid from such Class B Limited Partner's sub-account in such Class B Escrow Account to the Fund Entities shall be deemed a Capital Contribution by such Class B Limited Partner to the Partnership. Accordingly, any investment earnings on funds held in the Class B Escrow Accounts shall be deemed to be earned directly by the Class B Limited Partners of such Series in proportion to the respective balances in their Class B Escrow Account sub-accounts relating to such Series (or such investment earnings shall otherwise be allocated exclusively to such Class B Limited Partners in such proportion).

ARTICLE VI.
MANAGEMENT AND OPERATIONS
OF THE PARTNERSHIP

6.01 Management Generally. (a) To the fullest extent permitted by law and except for situations in which, or actions as to which, this Agreement specifically reserves to an individual Partner of any Series or to the Partners of any Series the authority to act or to grant or withhold their consent or approval of an action, the General Partner shall have full, complete, and exclusive authority to manage and control the business, affairs, and properties of the Partnership and of each Series, to make all decisions regarding the same and to perform any and all other acts or activities customary or incident to the management of the Partnership's business. The General Partner shall have the power and authority to appoint sub-managers or custodians

with respect to the Partnership's business and assets upon such terms and with such duties and responsibilities as the General Partner deems to be appropriate. Unless expressly authorized to do so by the provisions hereof, no Partner may claim or exercise any authority to act on behalf of the Partnership or any Series or to enter on behalf of the Partnership or any Series into any contract or agreement.

(b) Subject to Section 6.01(c), the Limited Partners shall have no part in the management of, or the conduct of the business of, the Partnership or any Series (unless expressly authorized to do so by the provisions hereof) and shall have no authority or right to act on behalf of the Partnership or any Series in connection with any matter or with any third party. Unless expressly authorized to do so by the provisions hereof or by action of the General Partner, no Partner may claim or exercise any authority to act on behalf of the Partnership or any Series or to enter on behalf of the Partnership or any Series into any contract or agreement.

(c) Notwithstanding any other provision of this Agreement, the Special Limited Partner shall be allowed to manage the affairs of the Partnership to the same extent that the General Partner is authorized to manage the affairs of the Partnership, but only jointly with the General Partner; provided that the General Partner shall have single authority to manage the affairs of the Partnership and provided further that the Special Limited Partner shall have no authority to bind the Partnership or any Series with respect to any third party and shall not hold itself out to third parties as being able to bind the Partnership or any Series. For the avoidance of doubt, as far as the authority to bind the Partnership is concerned, the Special Limited Partner shall have no authority with respect to the exercise by the Partnership, on behalf of itself or any other entity for which the Partnership serves as a general partner, of any voting power with respect to voting stock or voting securities held, directly or indirectly, by the Partnership or any other entity for which the Partnership serves as a general partner.

6.02 Authority of the General Partner. Subject to clause (q) of this Section 6.02, the General Partner shall have the power, right and authority on behalf and in the name of the Partnership to carry out any and all of the objectives and purposes of the Partnership and to perform all acts which the General Partner, in its sole and absolute discretion, may deem necessary or desirable, including, without limitation, the power to:

(a) enter into, and take any action under or interpret and construe, any contract, agreement or other instrument (including, without limitation, this Agreement) as the General Partner shall determine to be necessary or desirable to further the purposes of the Partnership;

(b) open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;

(c) collect all sums due to the Partnership and contest and exercise the Partnership's right to collect all such sums;

(d) to the extent that funds of the Partnership are available therefor, pay as they become due all debts, obligations and operating expenses of the Partnership;

(e) acquire, hold, manage, own, sell, transfer, convey, assign, exchange or otherwise dispose of any assets of the Partnership for purposes of the Partnership only;

(f) borrow money or otherwise commit the credit of the Partnership, the making of voluntary prepayments or extensions of debt and securing debt of the Partnership with assets of the Partnership for purposes of the Partnership only; provided that to the extent such borrowings relate to specific assets of the Partnership and are made on a recourse basis or a security interest is granted in respect thereof, such recourse or security may be granted only on the assets of the Partnership in respect of which such borrowings were made;

(g) employ, compensate and dismiss from employment any and all employees, attorneys, accountants, consultants, appraisers or custodians of the assets of the Partnership or other agents, on such terms and for such compensation as the General Partner may determine;

(h) obtain insurance for the Partnership relating to the indemnification referred to in Section 6.08 hereof;

(i) admit additional Partners as provided herein;

(j) determine distributions of Partnership cash and other property as provided in Section 5.02;

(k) dissolve and wind-up the Partnership as provided in Article XI;

(l) bring and defend actions and proceedings at law or equity and before any governmental, administrative or other regulatory agency, body or commission;

(m) make all elections, investigations, evaluations and decisions, binding the Partnership thereby, that may in the sole judgment of the General Partner be necessary or desirable for the acquisition, management or disposition of assets, including, without limitation, the exercise of rights to elect to adjust the tax basis of Partnership assets;

(n) incur expenses and other obligations on behalf of the Partnership in accordance with this Agreement, and, to the extent that funds of the Partnership are available for such purpose, pay all such expenses and obligations;

(o) act for and on behalf of the Partnership in all matters incidental to the foregoing, including, without limitation, the taking of all actions for which any power of attorney is granted in Section 6.10; and

(p) consult with and seek the advice of one or more of the Limited Partners.

6.03 Transactions with Affiliates. To the extent permitted by applicable law, the General Partner, whether acting for itself or on behalf of the Partnership or any Series, is hereby authorized to purchase property from, sell property to, or otherwise deal with any Affiliate of the General Partner, any Limited Partner, or any Affiliate of any such Persons; provided that any such dealing (i) shall be made on a basis believed by the General Partner in good faith to be arm's length if made on behalf of the Partnership or any Series and (ii) shall otherwise not be in violation of this Agreement. Neither the Partnership nor any Series nor any Partner shall have any rights in or to any income or profits received by the General Partner or any of its Affiliates in any transaction permitted under this Section 6.03.

6.04 Expenses. The Partnership with respect to each Series shall reimburse the General Partner for all out-of-pocket expenses incurred by the General Partner in connection with the preparation of this Agreement, any amendments hereto and the organization and operation of the Partnership and any Series. The General Partner may allocate such expenses and any other Operating Expenses among each Series in its sole and absolute discretion.

6.05 Advances by the General Partner. The General Partner (or its Affiliate) may, but shall not be obligated to, advance its own funds to the Partnership in the circumstances where the Partnership may borrow pursuant to Section 6.02(f). If the General Partner (or its Affiliate) advances funds to the Partnership, the General Partner (or its Affiliate) shall be repaid, together with interest at a rate per annum equal to the General Interest Rate, as promptly as practicable out of funds of the Partnership determined by the General Partner, in its sole and absolute discretion, to be available for such purpose.

6.06 Duty of Care; Other Activities.

(a) Subject to the Act and except as otherwise provided in this Agreement, including where a matter is stated to be within the General Partner's sole and absolute discretion, the General Partner shall act in good faith in the interests of the Partnership in accordance with the Act with respect to activities relating to the conduct of the business of the Partnership and in resolving conflicts of interest; provided, however, the General Partner shall have no liability to the Partnership or to any other Partner except for acts of fraud, gross negligence (as the term gross negligence is defined under Delaware law) or willful misconduct. In addition, the General Partner shall not be liable to the Partnership or to any other Partner for honest mistakes of judgment, for actions taken in the good faith belief that the actions promoted the interests of the Partnership, or for losses due to such mistakes or for the negligence (whether of omission or commission), dishonesty or bad faith of any employee, broker or other agent of the Partnership (but only if such employee, broker or other agent is not affiliated with the General Partner and is selected by the General Partner without gross negligence (as such term is defined under Delaware law)). The General Partner shall be fully indemnified with respect to any action or omission taken or suffered by it if such action or omission is taken or suffered in reliance upon and in accordance with the opinion or advice as to matters of law of legal counsel, or as to matters of accounting of accountants, selected by it without gross negligence (as such term is defined under Delaware law).

(b) The General Partner shall be required to devote only such time to the affairs of the Partnership as the General Partner determines in its sole and absolute discretion may be necessary to manage and operate the Partnership to promote the interests of the Partnership and the Partners, and each such Person, to the extent not otherwise directed by the General Partner, shall be free to serve any other Person or enterprise in any capacity that it may deem appropriate in its sole and absolute discretion.

(c) To the extent that, at law or in equity or otherwise, the General Partner or other Indemnified Party has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, and to the maximum extent permitted by law, the General Partner or other Indemnified Party acting under this Agreement shall not be liable to the Partnership or to any such other Partner for its good faith reliance on the provisions of this

Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of the General Partner or other Indemnified Party otherwise existing at law or in equity or otherwise, are agreed by the Partners to restrict or eliminate such other duties and liabilities of the General Partner or other Indemnified Party.

6.07 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner as herein set forth.

6.08 Indemnification. (a) To the fullest extent permitted by law, the Partnership shall indemnify the General Partner, its Affiliates and their respective shareholders, members, partners, directors, officers, senior advisors and employees (each, an "*Indemnified Party*") and hold them harmless from and against all losses, costs, liabilities, damages, settlements and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) (together, "*Losses*") that are incurred by any Indemnified Party and arise out of or in connection with the affairs of the Partnership or the Fund Entities, including acting as a director or the equivalent of any entity in which an Investment is made, or the performance by such Indemnified Party of any of the General Partner's responsibilities hereunder or otherwise in connection with the matters contemplated herein; provided that such indemnity shall not apply to actions by an Indemnified Party constituting fraud, gross negligence (as such term is defined under Delaware law) or willful misconduct.

(b) Expenses reasonably incurred by an Indemnified Party in defense or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Partnership prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder. No advances shall be made by the Partnership under this Section 6.08(b) without the prior written approval of the General Partner.

(c) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity or otherwise and shall extend to such Indemnified Party's successors, assigns and legal representatives.

(d) The satisfaction of any indemnification and any saving harmless pursuant to this Section 6.08 shall be from and limited to Partnership assets; provided that to the extent that such Losses are attributable to, or incurred in connection with, a particular Investment or Series of Partnership Interests, such indemnity shall be provided by, and the costs and expenses thereof shall be borne by, holders of Partnership Interests of the relevant Investment or Series, as applicable, in proportion to their respective Capital Contributions for such Investment or Series (if related to Capital Interest Distributable Proceeds) or as apportioned by the General Partner (if related to Profits Interest Distributable Proceeds), as applicable; and provided, further, that each Partner will be obligated to return any amounts distributed with respect to a specified Series or Investment, as applicable, to it in order to fund any deficiency in the Partnership's indemnity obligations hereunder for such Series or Investment to the extent provided in Section 7.05.

6.09 Officers. The General Partner may, from time to time, designate one or more Persons to be Officers of the Partnership with respect to any Series, with such titles as the General Partner may assign to such Persons. Officers so designated shall have such authority and perform such duties as the General Partner may, from time to time, delegate to them. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the Officers and agents of the Partnership with respect to any Series shall be fixed from time to time by the General Partner. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the General Partner. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the General Partner whenever in its judgment the best interests of the Partnership with respect to any Series will be served thereby. Designation of an Officer shall not of itself create any contractual rights. Any vacancy occurring in any office of the Partnership may be filled by the General Partner.

6.10 Power of Attorney. Each Limited Partner hereby appoints the General Partner, with full power of substitution, as its true and lawful attorney-in-fact for the purpose of executing, swearing to, acknowledging and delivering all certificates, documents and other instruments (including the Guarantee as provided in Section 4.03(h)) as may be necessary, appropriate or advisable in the judgment of the General Partner, in furtherance of the business of the Partnership or any Series, or complying with applicable law (including, without limitation, any regulatory statutes and regulations). The power of attorney granted hereby is intended to secure an interest in property and, in addition, the obligation of each relevant Partner under this Agreement, and shall be irrevocable, and shall survive and not be affected by the subsequent disability or incapacity of such Partner (or if such Partner is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof). Each Partner agrees that it shall not revoke the above power of attorney. Upon request by the General Partner, each other Partner shall confirm its grant of such power of attorney or any use thereof by the General Partner or shall execute, swear to, acknowledge and deliver any such certificate, document or other instrument.

ARTICLE VII.
RIGHTS OF PARTNERS

7.01 Access to Information. Each Limited Partner shall have access to all information to which a Partner is entitled to have access pursuant to the Act; provided, however, that a Class B Limited Partner's and Class C Limited Partner's right to information regarding Investments in any Series shall be limited exclusively to information regarding Investments in any Series for which such Class B Limited Partner or such Class C Limited Partner has a Sharing Ratio or has made a Capital Contribution. Notwithstanding any other provision of this Agreement, the General Partner may, to the maximum extent permitted by applicable law, keep confidential from each Class B Limited Partner and Class C Limited Partner any information the disclosure of which the General Partner believes in good faith is not in the best interest of the Partnership with respect to any Series or is adverse to the interests of the Partnership with respect to any Series or which the Partnership or the General Partner is required by law or by an agreement with any Person to keep confidential, including without limitation, the Sharing Ratios and Capital Contributions of other Partners.

7.02 Confidentiality. (a) Unless the General Partner agrees otherwise, each Limited Partner shall, to the fullest extent permitted by law, hold in strict confidence any information it receives regarding the Partnership, the Fund Entities, any Investment, the General Partner, any other Partner or their respective Affiliates, whether such information is received from the Partnership, its Affiliates, the other Partners or their respective Affiliates or another Person (collectively "Confidential Information"); provided, however, that such restrictions shall not apply to (a) information that is or becomes available to the public generally without breach of this Section 7.02; (b) disclosures required to be made by applicable laws and regulations or stock exchange requirements or requirements of a self-regulatory organization; (c) disclosures required to be made pursuant to an order, subpoena or legal process; (d) disclosures to officers, directors or Affiliates of such Limited Partner (and the officers and directors of such Affiliates), and to auditors, counsel and other professional advisors to such Persons or the Partnership (provided, however, that such Persons have been informed of the confidential nature of the information, and, in any event, the Limited Partner disclosing such information shall be liable for any failure by such Persons to abide by the provisions of this Section 7.02); or (e) disclosures in connection with any litigation or dispute among the Partners and/or the Partnership; provided, further, that any disclosure pursuant to clauses (b), (c), (d) or (e) of this sentence shall be made only subject to such procedures as the Limited Partner making such disclosure determines in good faith are reasonable and appropriate in the circumstances, taking into account the need to maintain the confidentiality of such information and the availability, if any, of procedures under laws, regulations, subpoenas or other legal process. Each Limited Partner shall notify the General Partner immediately upon becoming aware of any order, subpoena or other legal process providing for the disclosure or production of information subject to the provisions of the immediately preceding sentence and, to the extent not prohibited by applicable law, immediately shall supply the General Partner with a copy of any such order, subpoena or other legal process. In addition, each Limited Partner shall notify the General Partner prior to disclosing or producing any information subject to the provisions of the two immediately preceding sentences and, to the extent not prohibited by applicable law, shall permit the General Partner to seek a protective order protecting the confidentiality of such information. The obligations of a Limited Partner pursuant to this Section 7.02 shall continue following the time such Person ceases to be a Limited Partner. Each Limited Partner acknowledges that disclosure of information in violation of the provisions of this Section 7.02 may cause irreparable injury to the Partnership and the Partners for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Limited Partner agrees that its obligations under this Section 7.02 may be enforced by specific performance and that breaches or prospective breaches of this Section 7.02 may be enjoined. Each Class B Limited Partner further acknowledges that its Partnership Interest shall be forfeited to the Partnership, as the amount of agreed liquidated damages in the event of a breach of this Section 7.02 by such Class B Limited Partner.

(b) Notwithstanding the provisions of Section 7.02(a), the General Partner agrees that each Feeder Fund may provide each Feeder Fund Investor thereof with any Confidential Information received by such Feeder Fund; provided that each such Feeder Fund Investor has agreed contractually to maintain the confidentiality of such information on substantively similar terms as provided for in this Agreement.

7.03 Non-Disparagement. Each Partner agrees that, in communications with Persons other than the Partners and the Partnership (and their respective Affiliates, employees, members

and partners or employees of Affiliates of Partners or the Partnership), it shall not disparage in any way, and shall always speak well of, the Partnership, the Fund Entities and each other Partner (and their respective Affiliates and their respective members, shareholders, directors, employees and partners). Under no circumstances shall any Partner, in communications with Persons other than the Partners and the Partnership (and their Affiliates, employees, members and partners), criticize or disparage any business practice, policy, statement, valuation or report that is made, conducted or published by the Partnership, the Fund Entities or any other Partner (and their respective Affiliates and their respective members, shareholders, directors, employees and partners). Notwithstanding the foregoing, this Section 7.03 shall not be construed to (a) prohibit or restrain any criticism or other statements made in communications exclusively between or among any of the Partners, the Partnership, their Affiliates, members, partners or their respective employees, to the extent such communications or statements are made in the ordinary course of business of Carlyle or (b) prohibit any Person from making truthful statements when required by order of a court or other body having jurisdiction, or as otherwise may be required by law or legal process. The obligations of each Partner under this Section 7.03 shall continue after the date such Person ceases to be a Partner. Each Partner acknowledges that any violation of this Section 7.03 may cause irreparable injury to the Partners and the Partnership for which monetary damages are inadequate and difficult to compute. Accordingly, this Section 7.03 may be enforced by specific performance, and prospective breaches of this Section 7.03 may be enjoined. Each Class B Limited Partner further acknowledges that its Partnership Interest shall be forfeited to the Partnership, as the amount of agreed liquidated damages in the event of a breach of this Section 7.03 by such Class B Limited Partner.

7.04 Non-Solicitation/Non-Interference. Each Limited Partner agrees that, for a period of six months after the last day on which such Limited Partner is employed by The Carlyle Group or any of its Affiliates, such Limited Partner will not, directly or indirectly, without the prior written consent of the General Partner: (i) participate in any capacity, including as an investor or an advisor, in any transaction that, as of the date of termination of such employment, the Fund Entities, the Partnership or any of their Affiliates was actively considering investing in or offering to invest in and known to such Limited Partner; (ii) solicit, contact or identify investors in the Fund Entities or any affiliated investment partnership or fund (to the extent the Limited Partner knows that such Person is an investor, directly or indirectly, in such partnership or fund) on behalf of any Person; or (iii) induce or seek to induce any current employee of any Fund Entity, Carlyle or its Affiliates to become employed by such Limited Partner or any Person employing such Limited Partner. The parties acknowledge and agree that the restrictions set forth in this Section 7.04 are believed by the parties to be reasonable and necessitated by legitimate business needs. In the event that any court or tribunal of competent jurisdiction shall determine this Section 7.04 to be unenforceable or invalid for any reason, the parties agree that this Section 7.04 shall be interpreted to extend only over the maximum period of time for which it may be enforceable, and/or over the maximum geographical area as to which it may be enforceable, and/or to the maximum extent in any and all respects as to which it may be enforceable, all as determined by such court or tribunal. The parties further agree that the Partnership and each Limited Partner will be entitled (without posting bond or security) to injunctive or other equitable relief, as deemed appropriate by any such court or tribunal, to prevent a breach of a Limited Partner's obligations set forth in this Section 7.04. Each Class B Limited Partner further acknowledges that its Partnership Interest shall be forfeited to the

Partnership, as the amount of agreed liquidated damages in the event of a breach of this Section 7.04 by such Class B Limited Partner.

7.05 Liability to Third Parties. Subject to the Act, no Limited Partner shall have any personal liability for any obligations or liabilities of the Partnership, whether such obligations or liabilities arise in contract, tort or otherwise, except as provided for in this Agreement and except to the extent that any such obligations or liabilities are expressly assumed in writing by such Limited Partner; provided that, to the maximum extent permitted by law and subject to limitations set forth below, each Partner (including any former Partner) in respect of an Investment may be required to return distributions made to such Partner or former Partner with respect to such Investment for the purpose of meeting such Partner's share of the Partnership's indemnity obligations with respect to such Investment under Section 6.08 or indemnity obligations with respect to such Investment owed by the Partnership pursuant to the Fund Agreements, in an amount up to, but in no event in excess of, the aggregate amount of distributions actually received by such Partner from the Partnership or any Alternative Investment Vehicle, in all cases, with respect to the relevant Investment. To the extent such indemnity obligations are attributable to, or incurred in connection with, a particular Investment, such indemnity shall be provided by, and the costs and expenses thereof shall be borne by, holders of Partnership Interests of the relevant Investments in proportion to their respective Capital Contributions for such Investment (if the indemnity relates to Capital Interest Distributable Proceeds) or in a proportion determined by the General Partner (if the indemnity relates to Profits Interest Distributable Proceeds). The General Partner will adjust the amount of Investment Gains and Profits Interest Distributable Proceeds to reflect return of distributions of Profits Interest Distributable Proceeds made pursuant to this Section 7.05. However, if, notwithstanding the terms of this Agreement, it is determined under applicable law that any Partner has received a distribution that is required to be returned to or for the account of the Partnership or any other Partner or creditors of the Partnership, then the obligation under applicable law of any Partner to return all or any part of a distribution made to such Partner shall be the obligation of such Partner and not of any other Partner. Nothing in this Section 7.05 (or any other provision of this Agreement) shall be construed as an agreement by the Partnership to indemnify or hold harmless any Limited Partner in its capacity as such.

ARTICLE VIII.
TAXES

8.01 Federal Income Tax. The General Partner, in its sole and absolute discretion, may elect to treat each Series of Partnership Interests as a separate partnership for United States federal income tax purposes, and to the extent permitted by applicable law, (i) for state and local franchise and income tax purposes and (ii) for all non-U.S. income tax purposes. In such event, the provisions of this Agreement shall be deemed to apply separately to each Series and shall be interpreted accordingly to the extent the General Partner determines is necessary or appropriate.

8.02 Tax Returns. The General Partner shall cause to be prepared and filed all necessary U.S. federal and state income tax returns for each Series of Partnership Interests, including making the elections described in Section 8.03. Each other Partner shall furnish to the General Partner all pertinent information in its possession relating to Partnership operations that is necessary to enable the Partnership's income tax returns to be prepared and filed. The General

Partner shall use its commercially reasonable efforts to prepare all federal and state tax returns on a timely basis taking into account all available extensions.

8.03 Tax Elections. The General Partner shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Partnership and the accounting methods and conventions under the tax laws of the United States and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. In addition, the General Partner shall determine whether to make or refrain from making the election provided for in Section 754 of the Code, and any and all other elections permitted by the tax laws of the United States, the several states and other relevant jurisdictions, in its sole and absolute discretion. The "tax matters partner" for purposes of Section 6231(a)(7) of the Code shall be the General Partner. The General Partner shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code with respect to the Partnership. It is the intent of the Partners that the Partnership be treated as a partnership for federal income tax purposes and, to the extent permitted by applicable law for state and local franchise and income tax purposes. Neither the Partnership nor any Partner shall make an election for the Partnership or a Series to be treated as a corporation for U.S. federal income tax purposes.

ARTICLE IX.
BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

9.01 Maintenance of Books. The books of account for the Partnership shall be maintained at the principal office of the Partnership or such other place as the General Partner may deem appropriate, and shall be maintained on an accrual basis in accordance with the terms of this Agreement, except that the capital accounts of the Partners shall be maintained in accordance with Section 4.08. The calendar year shall be the accounting year of the Partnership. Each Partner agrees that it will take no position on its individual tax returns inconsistent with the positions taken on the Partnership's tax returns. Each Partner hereby waives any rights it may have pursuant to the Code or otherwise to participate in any tax matters or controversies with respect to the Partnership. The further records of the Partnership required to be kept by the Act shall be maintained at the Partnership's register office in the Cayman Islands.

9.02 Bank Accounts. The General Partner shall cause the Partnership to establish and maintain one or more separate bank and investment accounts for the funds of each Series of Partnership Interests in the Partnership's name (with appropriate designations for each such Series) with such financial institutions and firms as the General Partner may select and designate signatories thereon.

ARTICLE X.
WITHDRAWAL, EXPULSION,
BANKRUPTCY, ETC.

10.01 Withdrawal. No Partner shall resign or withdraw from the Partnership with respect to a Series without the prior written consent of the General Partner and otherwise shall have no right or power to resign or withdraw from the Partnership.

10.02 Bankrupt Partners. This Section 10.02 shall apply if any Partner in a particular Series (including any Feeder Fund Investor) becomes a Bankrupt Partner. In such event, the General Partner and Class A Limited Partners of such Series that are not Bankrupt Partners (the "*Purchasing Partners*"), acting unanimously and jointly as a group shall have the option (but not the obligation), exercisable by notice to the Bankrupt Partner (or its representative) at any time prior to the 90th day after receipt of notice or obtaining actual knowledge of the occurrence of the event causing such Partner to become a Bankrupt Partner, to buy or cause their designee to buy, and on the exercise of this option the Bankrupt Partner (or its representative) shall sell, its Partnership Interest in such Series (and in the case of a Feeder Fund Investor the relevant Feeder Fund shall sell such portion of its Partnership Interest as is allocable to the Feeder Fund Investor). The purchase shall be made by the Purchasing Partners in proportion to their respective Sharing Ratios in the corresponding Series at the relevant time or in such other ratio as they may agree (taking into account such Bankrupt Partner's Potential Clawback). The purchase price shall be an amount equal to the fair market value of the Partnership Interest in such Series determined by agreement by the Bankrupt Partner (or its representative) and the Purchasing Partners; provided that if those Persons do not agree on the fair market value on or before the 30th day following the exercise of the option, such fair market value shall be determined by an independent appraiser mutually satisfactory to the Bankrupt Partner and the Purchasing Partners. The Purchasing Partners shall pay the fair market value as so determined in four equal cash installments, the first due on closing and the remainder (together with accumulated interest on the amount unpaid at the General Interest Rate) due on each of the first three anniversaries of the closing. The payment to be made to the Bankrupt Partner or its representative under this Section 10.02 shall be in complete liquidation and satisfaction of all the rights and interest of the Bankrupt Partner and its representative (and of all Persons claiming by, through, or under the Bankrupt Partner and its representative) in and in respect of the Series of Partnership Interests held by such Partner in the Partnership, including, without limitation, any rights in specific property of such Series, and any rights against the Partnership and (insofar as the affairs of the Partnership are concerned) against the Partners of such Series. The Purchasing Partners shall assume such Bankrupt Partner's Potential Clawback.

10.03 Forfeiture of Class B Limited Partner Interests. (a) *Reduction of Class B Limited Partner Sharing Ratio.* Except as provided in Section 10.03(b) or 10.03(d), if a Class B Limited Partner (other than the Equity Pools and the Nominee) (or, in the case of a Class B Limited Partner that is not a natural person, the natural person associated with such Class B Limited Partner) of a particular Series ceases to be a service provider for the Partnership, any of its Affiliates or Carlyle for any reason (including death or Disability) on any date (the "*Termination Date*"), as determined by the General Partner in its sole and absolute discretion, such Class B Limited Partner's Sharing Ratio for each Investment of such Series acquired by such Fund Entities before such Termination Date shall be reduced as of the Termination Date as follows:

(i) if the Termination Date occurs on or after the date (the "*Seventh Anniversary Date*") that is seven years after the Initial Vesting Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 100% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(ii) If the Termination Date occurs on or after the date (the "*Third Anniversary Date*") that is three years after the Initial Vesting Date, but before the Seventh Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 80.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(iii) If the Termination Date occurs on or after the date (the "*Second Anniversary Date*") that is two years after the Initial Vesting Date, but before the Third Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 60.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(iv) If the Termination Date occurs on or after the date (the "*First Anniversary Date*") that is one year after the Initial Vesting Date, but before the Second Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 40.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date;

(v) If the Termination Date occurs on or after the date (the "*Initial Vesting Date*") that is the last day of the calendar year in which the Partnership with respect to such Series acquired the Investment (for the avoidance of doubt, the date an Investment was "acquired" shall mean the date on which the Fund Entities closed on the Investment as determined by the General Partner in its sole and absolute discretion), but before the First Anniversary Date, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 20.0% of the Sharing Ratio of such Class B Limited Partner for such Investment immediately prior to the Termination Date; and

(vi) If the Termination Date occurs before the Initial Vesting Date for an Investment of such Series, the Sharing Ratio of such Class B Limited Partner for such Investment shall equal 0%.

(b) *Prospective Application*. Any reduction of a Sharing Ratio for any Investment of such Series pursuant to this Section 10.03 shall apply only prospectively from the date of the reduction, and no such reduction shall diminish a Class B Limited Partner's entitlement to prior distributions that have actually been made (or deemed to have been made by the Partnership) before the Termination Date.

(c) *No Interest in Subsequent Investments*. A Class B Limited Partner's Sharing Ratio shall be 0% with respect to Investments of such Series acquired by the related Fund Entities after a Termination Date with respect to such Class B Limited Partner.

(d) *Penalty for Cause*. If the Class B Limited Partner (or, in the case of a Class B Limited Partner that is not a natural person, the natural person associated with such Class B Limited Partner) (i) ceases to be a service provider with respect to a particular Series by the Fund Entities because such Class B Limited Partner (or such natural person) is relieved from such duties for Cause by any Class A Limited Partner of that Series, the General Partner or their Affiliates or Carlyle or (ii) the General Partner determines at any time (including a determination

made following the termination of such Class B Limited Partner's services to Carlyle) that such Class B Limited Partner committed any act or engaged in any conduct constituting Cause during the term of such Class B Limited Partner's services to Carlyle, such Class B Limited Partner's Sharing Ratio for all Investments in that Series shall be reduced to 0%. For purposes of this Section 10.03, "Cause" shall exist if a Class B Limited Partner (or such natural person) has (A) engaged in gross negligence (as such term is defined under Delaware law) or willful misconduct in the performance of his duties with respect to any Investment of such Series (or the Partnership's or the related Fund Entities' interests therein) or any of the activities of the Partnership or the related Fund Entities, (B) materially failed or refused to perform those duties, (C) willfully engaged in conduct that he knows or, based on facts known to him, should know is materially injurious to any Investment of such Series, the Partnership, the Class A Limited Partners of that Series, the General Partner or their Affiliates or Carlyle, (D) materially breached any material provision of this Agreement, (E) been convicted of, or entered a plea bargain or settlement admitting guilt for, any felony or misdemeanor involving moral turpitude or any other felony under the laws of the United States or of any state; or (F) been the subject of any order, judicial or administrative, obtained or issued by the Securities and Exchange Commission ("*SEC*"), for any alleged securities violation, including, for example, any such order consented to by such Class B Limited Partner (or such natural person) in which findings of facts or any legal conclusions establishing liability are neither admitted nor denied or (G) committed any act or engaged in any conduct constituting "Cause" under any Fund Agreement.

(e) *Recomputation of Sharing Ratios.* In the event of a reduction in the Sharing Ratio of a Class B Limited Partner in a particular Series pursuant to Section 10.03(a), the Sharing Ratio of the Class A Limited Partners (other than the Equity Pools and the Nominee) in that Series for each applicable Investment of that Series shall be increased in proportion to their respective Sharing Ratios to reflect the amount of any such reduction in the Sharing Ratio of such Class B Limited Partner.

(f) For the avoidance of doubt, in the event a Feeder Fund Investor ceases to be a service provider to the Partnership, any of its Affiliates or Carlyle for any reason (including death or disability), the provisions of this Section 10.03 shall apply with respect to such Feeder Fund Investor's indirect interest in the Partnership.

10.04 Termination of Employment and Similar Arrangements. Each Class B Limited Partner and Class C Limited Partner acknowledges and agrees that this Agreement, and the legal relationships created hereby, shall not prevent the termination of any employment contract or similar arrangement between such Class B Limited Partner or Class C Limited Partner and any Fund Entity, the General Partner, any Affiliate thereof or Carlyle. Each Class B Limited Partner and Class C Limited Partner agrees that the termination by any Fund Entity, the General Partner, or any Affiliate thereof of an employment or independent contractor relationship with such Class B Limited Partner or Class C Limited Partner for any reason at any time shall not be construed for any purpose to violate any duty or obligation of the General Partner or the Class A Limited Partners under this Agreement or any fiduciary duty of the General Partner.

ARTICLE XI.
DISSOLUTION, LIQUIDATION, AND TERMINATION

11.01 Dissolution. Except as provided in Section 11.03, the Partnership shall dissolve and its affairs shall be wound up upon the first to occur of any of the following:

(a) the written consent of the General Partner and all of the Class A Limited Partners following the dissolution and winding up of all of the Fund Entities;

(b) the date set forth in Section 2.06; provided, however, that all of the remaining Partners may elect to continue the business of the Partnership by adopting a written resolution to that effect within 90 days of such date;

(c) at any time that there are no limited partners of the Partnership;

(d) the occurrence of any other event requiring or resulting in dissolution of the Partnership under the Act or applicable law; provided, however, that, the Partnership shall not be dissolved or required to be wound up by the resignation, removal, death, incompetence, bankruptcy, insolvency, dissolution, liquidation, winding-up or receivership of the General Partner if the Limited Partners unanimously agree in writing to continue the business of the Partnership within 90 days of the occurrence of the event causing such dissolution, and, if necessary, appointing a new general partner of the Partnership; or

(e) The entry of a decree of judicial dissolution under Section 15(2) of the Act.

11.02 Liquidation and Termination. On dissolution of the Partnership or termination of any Series, the General Partner shall act as liquidator of the assets of each Series (in the case of a dissolution of the Partnership and the termination of all Series) or the Series to be terminated (in the case of the termination of a particular Series), or may appoint one or more other Persons as liquidator(s); provided that a Majority in Interest shall select the liquidator if the General Partner is a Bankrupt Partner, has become insolvent, or otherwise has dissolved or withdrawn from the Partnership. The liquidator shall proceed diligently to wind up the affairs of the Partnership (or the Series to be terminated) and make final distributions as provided herein. The costs of the liquidation of each Series shall be borne as an Operating Expense allocable to that Series. Until final distribution, the liquidator shall continue to operate the properties of the Partnership with all of the power and authority of the General Partner. The steps to be accomplished by the liquidator in liquidating the assets of any of the Partnership are as follows:

(a) the liquidator shall pay from the funds of each Series to be liquidated all of the debts and liabilities of such Series and where appropriate of the Partnership (including, without limitation, all expenses incurred in liquidation and any advances described in Section 6.05) or otherwise make adequate provision therefor (including, without limitation, the establishment of a reserve for contingent, conditional or unmatured liabilities in such amount and for such term as the liquidator may reasonably determine); and

(b) all remaining assets of each Series to be liquidated shall be distributed to the Partners of that Series as follows:

(i) the liquidator may sell any or all of the property of such Series, including to Partners of that Series, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of that Series;

(ii) with respect to all property of such Series that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Partners of that Series shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in property that has not been reflected in the Capital Accounts associated with such Series previously would be allocated among the Partners of that Series if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

(iii) the remaining assets of the Partnership shall be distributed in accordance with Section 5.02.

To the fullest extent permitted by law, all distributions of property to the Partners of any Series shall be made subject to the liability of each distributee for its allocable share of costs, expenses and liabilities related to such property theretofore incurred or for which the Partnership in respect of such Series, has committed prior to the date of termination of such Series, and those costs, expenses and liabilities shall be allocated to the distributee pursuant to this Section 11.02. The distribution of cash and/or property to a Partner in a particular Series in accordance with the provisions of this Section 11.02 constitutes a complete return to such Partner of its Capital Contributions in respect of such Series and a complete distribution to such Partner of its Partnership Interest in such Series and all the Partnership's property constituting such Series.

11.03 Withdrawal of a Limited Partner. The death, retirement, bankruptcy, insolvency, removal or expulsion of any Limited Partner shall not cause, in and of itself, the Partnership or any Series to dissolve.

11.04 Cancellation of Filing. On completion of the distribution of all Partnership assets as provided herein, the General Partner (or such other Person or Persons as may be required) shall, to the extent then applicable, file a notice of dissolution signed by the General Partner with the Cayman Islands Registrar of Limited Partnerships and cause the cancellation of any other filings made as provided in Section 2.05 and shall take such other actions as may be necessary to terminate the Partnership. Upon the filing of the notice of dissolution in accordance with the Act, the Partnership and this Agreement shall terminate.

ARTICLE XII.
GENERAL PROVISIONS

12.01 Offset. Whenever the Partnership is to pay any sum to any Partner, any amounts such Partner (or, in the case of a Partner that is a Feeder Fund, any Feeder Fund Investor therein) owes the Partnership or any of its Affiliates and any amounts authorized to be held back under Section 5.02(c) may be deducted from that sum before payment (and any amount so offset in respect of an amount owed to any such Affiliate shall be paid over to such Affiliate and treated as payment by such Limited Partner of such amount to such Affiliate).

12.02 Notices. All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be given either by depositing that writing in the mail, addressed to the recipient, postage paid, and certified with return receipt requested, or by depositing that writing with a reputable overnight courier for next day delivery, or by delivering that writing to the recipient in person, by courier, by facsimile transmission, by delivering that writing to the recipient via electronic mail or by posting such notice to Carlyle's intranet website and sending an electronic mail to the recipient notifying it of such posting. A notice, request or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests and consents to be sent to a Partner must be sent to or made at or transmitted via electronic mail to the addresses or electronic mail address given for that Partner in the instrument described in Section 3.05(c) or such other address (including such other electronic mail address) as that Partner may specify by notice to the other Partners. Any notice, request or consent to the Partnership shall be given to the General Partner.

12.03 Entire Agreement; Supersedure. This Agreement constitutes the entire agreement of the Partners relating to the Partnership and supersedes all prior contracts or agreements with respect to the Partnership, whether oral or written. The parties hereto acknowledge that the Partnership or the General Partner, without any further act, approval or vote of any Partner, may enter into side letters and other writings with certain Partners, which have the effect of establishing rights or obligations under, or altering or supplementing the terms of, this Agreement solely as between or among the parties thereto.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Partnership or any Series is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Partnership or any Series. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Partnership or any Series, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable limitations period has expired.

12.05 Amendment or Modification. (a) Except as may otherwise be expressly provided by this Agreement, this Agreement may be amended, modified, waived or supplemented by the General Partner only with the written consent of the General Partner and a Majority in Interest; provided that, except as expressly provided in this Agreement, no amendment, modification, waiver or supplement of this Agreement shall, without the consent of each Limited Partner whose rights or obligations are adversely affected thereby in any material respect, (a) alter the provisions hereof which govern such Partner's entitlement to distributions and income allocations or (b) decrease the interest in the Partnership of such Partner (including the provisions hereof providing for allocation of debits and credits to such Partner's Capital Account provided for in this Agreement). Notwithstanding anything herein to the contrary, (i) the terms of the Guarantee set forth in Exhibit A to this Agreement may be amended by the General Partner without the consent of any Limited Partner to make changes to the Guarantee negotiated with limited partners or other investors in any Fund Entity and (ii) subject to the proviso to the preceding sentence, this Agreement may be amended by the General Partner without the consent of any Limited Partner to give effect to the provisions of Section 2.10.

(b) The General Partner shall have the right, on or before the effective date of final regulations, to amend, as determined by the General Partner in good faith, this Agreement to provide for (i) the election of a safe harbor under Treasury Regulations Section 1.83-3(l) (or any similar provision) under which the fair market value of a Partnership Interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that Partnership Interest, (ii) an agreement by the Partnership and all of its Partners to comply with the requirements set forth in such regulations and Internal Revenue Service Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all Partnership Interests transferred in connection with the performance of services while the election remains effective, and (iii) any other amendments reasonably related thereto or reasonably required in connection therewith.

12.06 Binding Effect. Subject to the restrictions on Dispositions of Partnership Interests set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Partners and their legal representatives and estates. This Agreement is for the sole benefit of the Partners, and no other Person shall have any rights, benefits or remedies by reason of this Agreement, nor shall any Partner owe any duty or obligation whatsoever to any such Person (other than the Partners) by virtue of this Agreement.

12.07 Governing Law; Submission to Jurisdiction; Severability. EXCEPT FOR THE INTERPRETATION OF THE TERM "GROSS NEGLIGENCE" (WHICH SHALL BE GOVERNED BY DELAWARE LAW), THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE CAYMAN ISLANDS AND THE PARTIES SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE CAYMAN ISLANDS COURTS. IN PARTICULAR, THE PARTNERSHIP IS FORMED PURSUANT TO THE ACT, AND THE RIGHTS AND LIABILITIES OF THE PARTNERS SHALL BE AS PROVIDED THEREIN, EXCEPT AS HEREIN OTHERWISE EXPRESSLY PROVIDED. If any provision of this Agreement or its application to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances is not affected and such provision shall be enforced to the greatest extent permitted by law.

12.08 Further Assurances. In connection with this Agreement and the transactions contemplated thereby, each Partner shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions.

12.09 Counsel to the Partnership. Counsel to the Partnership may also be counsel to the General Partner. The General Partner may execute on behalf of the Partnership and the Partners any consent to the representation of the Partnership that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction ("*Rules*"). The Partnership has initially selected [ ] with respect to U.S. law and Walkers with respect to Cayman Islands law (together the "*Partnership Counsel*") as legal counsel to the Partnership. Each Limited Partner acknowledges that the Partnership Counsel does not represent any Limited Partner in the absence of a clear and explicit agreement to such effect between the Limited Partner and the Partnership Counsel (and then only to the extent specifically set forth in that agreement), and that in the absence of any such agreement the Partnership Counsel shall owe

no duties directly to a Limited Partner. In the event any dispute or controversy arises between any Limited Partner and the Partnership, or between any Limited Partner or the Partnership, on the one hand, and the General Partner (or an Affiliate thereof) that the Partnership Counsel represents, on the other hand, then each Limited Partner agrees that the Partnership Counsel may represent either the Partnership or the General Partner (or its Affiliate), or both, in any such dispute or controversy to the extent permitted by the Rules, and each Limited Partner hereby consents to such representation. Each Limited Partner further acknowledges that, whether or not the Partnership Counsel has in the past represented such Limited Partner with respect to other matters, the Partnership Counsel has not represented the interests of any Limited Partner in the preparation and negotiation of this Agreement.

12.10 Representations and Warranties.

(a) Each Limited Partner which is not a natural person represents, warrants and covenants to the other Partners that such Limited Partner is duly formed and validly existing under the laws of the jurisdiction of its organization with full power and authority to perform its obligations hereunder and that the execution, delivery and performance of this Agreement has been duly authorized by such Limited Partner.

(b) Each Limited Partner who is a natural person represents, warrants and covenants to the other Partners that such Limited Partner has the legal capacity to enter into this Agreement and perform such Limited Partner's obligations hereunder.

(c) Each Limited Partner represents, warrants and covenants to the other Partners that:

(i) this Agreement has been duly executed and delivered by such Limited Partner and constitutes the valid and legally binding agreement of such Limited Partner enforceable in accordance with its terms against such Limited Partner subject to the effect of bankruptcy, insolvency, moratorium and other similar laws relating to creditors' rights generally, by general equitable principles and by an implied covenant of good faith and fair dealing;

(ii) the execution and delivery of this Agreement by such Limited Partner and the performance of its duties and obligations hereunder do not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement, or any license, permit, franchise or certificate, to which such Limited Partner or any Affiliate is a party or by which it or any Affiliate is bound or to which its or any Affiliate's properties are subject, or require any authorization or approval under or pursuant to any of the foregoing which has not been obtained, or violate any statute, regulation, law, order, writ, injunction, judgment or decree to which such Limited Partner or any Affiliate is subject;

(iii) such Limited Partner is not in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any obligation, agreement or condition contained in any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement, or any license, permit, franchise or certificate, to which it is a party or by which it is bound or to which

the properties of it are subject, nor is it in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, which default or violation would materially adversely affect such Limited Partner's ability to carry out its obligations under this Agreement;

(iv) there is no litigation, investigation or other proceeding pending or, to the knowledge of such Limited Partner, threatened against such Limited Partner or any of its Affiliates as to which there is a reasonable possibility of an adverse determination and which, if adversely determined, would materially adversely affect such Limited Partner's ability to carry out its obligations under this Agreement;

(v) no consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of such Limited Partner is required for the execution and delivery of this Agreement by such Limited Partner and the performance of its obligations and duties hereunder;

(vi) such Limited Partner is acquiring its interest in the Partnership for such Limited Partner's own account and not with a view to resale or distribution;

(vii) such Limited Partner understands that such interests in the Partnership have not been registered under the United States Securities Act of 1933, as amended (the "*Securities Act*"), the securities laws of any state thereof or the securities laws of any other jurisdiction, nor is such registration contemplated;

(viii) such Limited Partner understands and agrees further that, subject to the limited rights set forth in this Agreement, its interest in the Partnership must be held indefinitely unless such interest is subsequently registered under the Securities Act, the securities laws of any state thereof and the securities laws of any other jurisdiction or an exemption from registration under the Securities Act and these laws covering the sale of such interests is available; that even if such an exemption is available, the assignability and transferability of its interests in the Partnership will be governed by this Agreement, which imposes substantial restrictions on transfer; that legends stating that its interests in the Partnership have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Partnership Interests will be placed on all documents evidencing such Partnership Interests;

(ix) such Limited Partner is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act;

(x) either (A) such Limited Partner is a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the 1940 Act, (B) such Limited Partner is an executive, officer, director, trustee, general partner, advisory board member, or Person serving in a similar capacity, of a Fund Entity, the Partnership, the General Partner or an Affiliate thereof, (C) such Limited Partner is an employee of a Fund Entity, the Partnership, the General Partner or an Affiliate thereof (other than an employee performing solely clerical, secretarial, or administrative functions with regard to such company or its investments) who, in connection with his or her regular functions or duties, participates in the investment activities of a Fund Entity or any other investment company, the investment activities of which are managed by the Partnership, the

General Partner or an Affiliate thereof, and who has performed such duties on behalf of a Fund Entity, the Partnership, the General Partner or an Affiliate thereof, or substantially similar functions or duties for or on behalf of another company, for at least twelve (12) months, (D) such Limited Partner received its Partnership Interest from a Limited Partner described in (A), (B) or (C) above in a donative transfer, or (E) such Limited Partner is an estate planning vehicle for which a Limited Partner described in (B) or (C) above is both responsible for the investment decisions and the source of the funds;

(xi) if such Limited Partner satisfies Section 12.10(c)(ix) above and clause (A) of Section 12.10(c)(x) above, then (i) such Limited Partner was not organized for the specific purpose of acquiring securities of the Limited Partner or making indirect commitments to the Partnership, (ii) shareholders, partners or other holders of equity or beneficial interests ("Participants") in the Limited Partner are unable to decide individually whether to participate, or the extent of their participation, in such Limited Partner's investment in the Partnership or indirect commitment to the Fund Entities, and (iii) the amount of each Participant's ownership interest in the Limited Partner and indirect commitment to the Fund Entities does not exceed 40% of the total assets (on a consolidated basis with its subsidiaries) of such Participant; *provided* that if any of the foregoing is untrue, then such Limited Partner has notified the General Partner in writing and provided such additional information satisfactory to the General Partner in order to determine that such Limited Partner's admission to the Partnership would not jeopardize the Partnership's exemption from registration under the 1940 Act;

(xii) such Limited Partner has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of acquisition of an interest in the Partnership and understands the risks of, and other considerations relating to, an acquisition of an interest in the Partnership;

(xiii) such Limited Partner's anticipated Capital Contributions to the Partnership and other investments which are not readily marketable are not disproportionate to such Limited Partner's net worth and such Limited Partner has no need for immediate liquidity in such Limited Partner's investment in its interests in the Partnership; and

(xiv) such Limited Partner has carefully read this Agreement and, to the full satisfaction of such Limited Partner, such Limited Partner has been furnished any materials such Limited Partner has requested relating to the Partnership and the Fund Entities and the acquisition of an interest in the Partnership, has consulted to the extent deemed appropriate by such Limited Partner with such Limited Partner's own advisors as to the financial, tax, legal and related matters concerning an acquisition of an interest in the Partnership and such Limited Partner has been afforded the opportunity to ask questions of representatives of the Partnership concerning the terms and conditions of the acquisition of an interest in the Partnership and to obtain any additional information necessary to verify the accuracy of any representations or information provided to such Limited Partner and to make an informed decision with respect to an acquisition of an interest in the Partnership.

(d) All of the representations, warranties and covenants made under this Section 12.10 shall be deemed to be made on a continuing basis during the term of the Partnership and

shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

12.11 Interpretation. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, or in any agreement contemplated herein or applicable provision of law or equity or otherwise, whenever in this Agreement a Person is permitted or required to make a decision (i) in its "sole discretion," "sole and absolute discretion" or "discretion", the Person 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 factor affecting the Partnership or any other Person, or (ii) in its "good faith" or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standards.

12.12 Counterparts. This Agreement (and any Exhibits hereto) may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and constitute the same instrument.

[rest of page intentionally left blank]

Executed as a deed by the parties hereto on the date first set forth above.

GENERAL PARTNER:

[NAME OF GP]

By: _____
Name:
Title:

_____
Witness:

CLASS A LIMITED PARTNER:

[_____]

By: [_____]

By: [_____]

By: _____
Name:
Title:

_____
Witness:

CLASS A LIMITED PARTNER:

THE CARLYLE GROUP EMPLOYEE CO., L.L.C.

By: _____
Name:
Title:

_____
Witness:

CLASS B LIMITED PARTNER:

[ ]

By: _____
Name:
Title:

_____
Witness:

CLASS C LIMITED PARTNERS:

[_____]

Witness:

EXHIBIT A

Form of Guarantee

[_____]
c/o The Carlyle Group
1001 Pennsylvania Avenue, N.W.
Suite 220 South
Washington, D.C. 20004

[_____], 2012

Ladies and Gentlemen:

This Guarantee (the "Guarantee") dated as of **[_____]**, 2012, is executed by each of the undersigned, for the benefit of [_____], a Cayman Islands exempted limited partnership (the "Partnership"), and its limited partners (the "Limited Partners"), to guarantee certain hereinafter defined obligations of [_____], a Cayman Islands exempted limited partnership (the "General Partner"), under the Amended and Restated Limited Partnership Agreement of the Partnership dated as of _____, 2012 (as amended from time to time, the "Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement.

1. Guarantee of General Partner Giveback.

(a) The General Partner shall cause each Person (other than any Employee Award Vehicle) who ultimately receives Carried Interest proceeds from the General Partner in respect of the Partnership (each a "Guarantor") to execute a counterpart of this Guarantee; provided that in lieu of a Guarantee from any such ultimate recipient of Carried Interest, the General Partner may cause the individual person that received an initial allocation of Carried Interest in respect of the Carried Interest payable to such ultimate recipient to execute a Guarantee in respect of the performance of the Giveback Obligation in respect of such ultimate recipient's respective share of the Carried Interest.

(b) Each Guarantor, by executing a counterpart of this Guarantee, unconditionally and irrevocably, on a several but not joint basis, guarantees for the benefit of the Partnership and each Limited Partner the payment in cash and performance when due of the General Partner's obligations to the Partnership as determined under Section 9.4 of the Agreement (the "Giveback Obligation"), such several obligation to be solely to the extent of the amount of such Guarantor's Pro Rata Share (as hereinafter defined) of the Giveback Obligation, and to the extent that for any reason the General Partner shall fail fully and punctually to pay and perform the Giveback Obligation, each of the Guarantors shall pay to the Partnership such amount (net of any prior fundings to the General Partner from or

on behalf of such Guarantor to pay such amount). None of the Guarantors shall have any obligation to pay the amounts owed under this paragraph 1(b) by any other Guarantor.

(c) A Guarantor's "Pro Rata Share" of the Giveback Obligation shall equal the difference between (i) the product of (A) the Carried Interest Giveback Percentage (as defined below) of such Guarantor and (B) the amount of such Giveback Obligation, and (ii) the total amounts paid by the General Partner on behalf of such Guarantor in satisfaction of such Giveback Obligation.

(d) A Guarantor's "Carried Interest Giveback Percentage" shall mean the percentage determined by dividing (i) the amount of Carried Interest received by such Guarantor (or deemed received by such Guarantor pursuant to the limited partnership agreement of the General Partner) and not recontributed by such Guarantor to the entity from which such Guarantor received such Carried Interest by (ii) the aggregate amount of Carried Interest distributed to the General Partner.

(e) The guarantees provided for in this paragraph 1 are absolute, unconditional, continuing guarantees of payment and performance and not of collectability, and are in no way conditioned or contingent upon any attempt to collect from the General Partner, enforce performance by the General Partner or on any other condition or contingency. The obligations and agreements of the Guarantors under this paragraph 1 shall be performed and observed without requiring any notice of non-payment, non-performance or non-observance by the General Partner or any proof thereof or demand therefor, all of which Guarantors expressly waive to the fullest extent they are legally permitted to do so.

(f) To the fullest extent permitted by law, the guarantees provided in this paragraph 1 shall be binding upon each of the Guarantors and shall remain in full force and effect irrespective of, and shall not be terminated by, the existence of any law, regulation or order now or hereafter in effect in any jurisdiction affecting the terms of such guarantee. To the fullest extent permitted by law, the liability of each of the Guarantors under the guarantees provided in this paragraph 1 shall be absolute, unconditional and irrevocable irrespective of:

(i) any change, whether or not agreed to by such Guarantor, in the time, manner or place of any payment or performance of the Giveback Obligation, or in any other term of, the Agreement or any other amendment, renewal, extension, acceleration, compromise or waiver of or any consent or departure from the terms or provisions of the Giveback Obligation or the Agreement;

(ii) the lack of power or authority of such Guarantor to execute and deliver this Guarantee or the General Partner to execute and deliver the Agreement; any defense which may at any time be available to, or asserted by, the General Partner against the Partnership under the Agreement (other than by reason of the full payment and performance of the Giveback

Obligation); the existence or continuance of the General Partner as a legal entity; or the bankruptcy or insolvency of the General Partner, the admission in writing by the General Partner of its inability to pay its debts as they mature, or its making of a general assignment for the benefit of, or entering into a composition or arrangement with creditors;

(iii) any act, failure to act, delay or omission whatsoever on the part of the General Partner, any failure to give to the General Partner notice of default in the making of any payment due and payable under the Giveback Obligation or notice of any failure on the part of the General Partner to do any act or thing or to observe or perform any covenant, condition or agreement by it to be observed or performed under the Agreement; or

(iv) any other event or circumstance which might otherwise constitute a defense available to, or a discharge of the General Partner in respect of, the Giveback Obligation (other than an express discharge or release by the consent of at least [ ] in Interest of the Limited Partners), it being the purpose and intent of this Guarantee that the obligations of each Guarantor hereunder shall be absolute, unconditional and irrevocable and shall not be discharged or terminated except by full and complete payment and performance of the Giveback Obligation by the General Partner or by payment by such Guarantor of his or her obligations as set forth in paragraph 1(b) above.

(g) Each of the Guarantors, to the fullest extent he or it may legally do so, waives notice of acceptance of the guarantee provided for in this paragraph 1 and of the Giveback Obligation and also waives promptness, diligence, presentment, demand of payment, notice of default, dishonor, non-payment, non-performance or any other notice to or upon the General Partner or to such Guarantor.

(h) Each of the Guarantors, to the fullest extent he or it may legally do so, waives any right now or hereafter existing requiring the Partnership, or any Limited Partner, as a condition to proceeding against such Guarantor hereunder, to proceed against the General Partner or any other Person, or pursue any other remedy in the Partnership's or such Limited Partner's power.

(i) Each of the Guarantors, to the fullest extent he or it may legally do so, waives the benefit of any statute of limitations affecting the liability of such Guarantor hereunder or the enforcement hereof as amended or recodified from time to time, and agrees that any payment or performance of the Giveback Obligation or other act which tolls any statute of limitations applicable thereto shall similarly operate to toll such statute of limitations applicable to any liability of such Guarantor hereunder.

(j) Each of the Guarantors, to the fullest extent he or it may legally do so, waives all rights and benefits under any applicable law (to the extent applicable to such Guarantor hereunder) requiring the beneficiaries of the provisions of this

paragraph 1 to pursue the General Partner or any other Person or remedy or exhaust any security before proceeding against such Guarantor.

2. Collection Expenses. If the Partnership or any Limited Partner is required to pursue any remedy against a Guarantor hereunder, such Guarantor shall pay to the Partnership or such Limited Partner, upon demand, all reasonable attorney's fees and expenses and all other costs and expenses reasonably incurred by such party in enforcing this Guarantee against such Guarantor, subject to presentation of such evidence of incurrence of such expenses as such Guarantor may reasonably request.

3. Miscellaneous.

(a) This Guarantee shall not be amended, modified, released or discharged with respect to any Guarantor except with a prior written consent of a Majority in Interest of the Limited Partners and the prior written consent of such Guarantor; provided that if the right to receive distributions of Carried Interest shall be assigned by any Guarantor to [ ] or any of its Affiliates approved by the Investor Advisory Committee (the "Carlyle Carried Interest Assignee"), such Guarantor shall be released from this Guarantee with respect to the Carried Interest so assigned upon the Carlyle Carried Interest Assignee becoming a party hereto and agreeing to become bound hereby with respect to the Carried Interest so assigned to it; and provided, further, that this guarantee may be amended by the General Partner (i) without the consent of the Limited Partners to cure any ambiguity or correct or supplement any provision hereof which is incomplete or inconsistent with any other provision hereof or correct any printing, stenographic or clerical omissions unless such amendment adversely affects the interests of any of the Limited Partners or (ii) on any other basis on which the General Partner may amend the Agreement pursuant to Section 11.3 thereof.

(b) This Guarantee and the rights and obligations of each of the parties hereto and the Limited Partners shall be governed by and construed in accordance with the laws of the State of New York. Any action or proceeding against the parties relating in any way to this Agreement may be brought and enforced in the courts of the State of New York located in New York County or the United States District Court for the Southern District of New York, to the extent subject matter jurisdiction exists therefor, and each Guarantor irrevocably submits to the non-exclusive jurisdiction of each of those courts in respect of any such action or proceeding.

(c) This Guarantee may be executed through the use of separate signature pages and in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

(d) This Guarantee may be enforced by the Partnership or any Limited Partner as a third-party beneficiary of this Guarantee and the obligations of each of the Guarantors hereunder.

(e) Each Guarantor shall provide to the General Partner such information in the possession of such Guarantor as shall reasonably be required for the calculation of such Guarantor's Pro Rata Share of the Giveback Obligation.

If the above correctly reflects our understanding with respect to the foregoing matters, please so confirm by signing the enclosed copy of this letter.

Sincerely,

GENERAL PARTNER:

[_____]

By: [_____],
its general partner

By: _____
Name:
Title:

GUARANTORS:

To be signed by each Guarantor
by counterpart signature page

U.S.$1,250,000,000

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

September 30, 2011

among

TC GROUP INVESTMENT HOLDINGS, L.P.
TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P.
TC GROUP CAYMAN, L.P.
CARLYLE INVESTMENT MANAGEMENT L.L.C.
as Borrowers

TC GROUP, L.L.C.,
as Parent Guarantor

The LENDERS Party Hereto,

and

CITIBANK, N.A.
as Administrative Agent and Collateral Agent

CITIGROUP GLOBAL MARKETS INC.
J.P. MORGAN SECURITIES LLC
CREDIT SUISSE SECURITIES (USA) LLC
as Joint Lead Arrangers and Bookrunners

JPMORGAN CHASE BANK, N.A.
CREDIT SUISSE SECURITIES (USA) LLC
as Syndication Agents

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT dated as of September 30, 2011, among TC GROUP INVESTMENT HOLDINGS, L.P., a Delaware limited partnership, TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P., a Cayman Islands exempted limited partnership, TC GROUP CAYMAN, L.P., a Cayman Islands exempted limited partnership, and CARLYLE INVESTMENT MANAGEMENT L.L.C., a Delaware limited liablity company (individually, a "Borrower", and collectively, the "Borrowers"), TC GROUP, L.L.C., a Delaware limited liability company (the "Parent Guarantor", and together with the Borrowers, the "Obligors"), the LENDERS party hereto, and CITIBANK, N.A. ("Citibank"), as Administrative Agent and Collateral Agent.

The Borrowers and TC Group, L.L.C. are parties to the Amended and Restated Credit Agreement dated as of November 29, 2010 (the "Existing Credit Agreement") with several banks and other financial institutions or entities parties as lenders thereto and Citibank, N.A., as administrative agent and collateral agent. The parties to the Existing Credit Agreement have agreed to amend the Existing Credit Agreement in certain respects and to restate the Existing Credit Agreement as so amended as provided in this Agreement, in each case effective upon the satisfaction of the conditions precedent set forth in Section 5.01. Accordingly, the parties hereto agree that on the Amendment Effective Date (as defined below) the Existing Credit Agreement shall be amended and restated in its entirety as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

"Accelerated Maturity Date" has the meaning assigned to such term in Section 2.08(a).

"Acceleration Event" has the meaning assigned to such term in Section 2.04(k).

"Additional Management Fee Earning Assets" means, for any New Acquisition and determined immediately upon the consummation of such New Acquisition, the aggregate amount (without duplication) for the applicable Target, the applicable New Controlled Entity, each Fund Entity Controlled or managed by such Target or such New Controlled Entity and any Person or asset pool subject to an asset management contract acquired pursuant to such New Acquisition (any of the foregoing Persons or asset pools, a "Fee Generating Entity") of (i) capital commitments to such Fee Generating Entity, (ii) invested capital of such Fee Generating Entity and (iii) total assets of such Fee Generating Entity, in each case to the extent used as the basis for calculating Management Fees of such Fee Generating Entity; *provided* that for purposes of the foregoing determination, any Fund Entity Controlled or managed by a Non-Controlled Acquired Entity shall be excluded.

"Adjusted Applicable Percentage" means, with respect to any Revolving Credit Lender, such Revolving Credit Lender's Applicable Percentage adjusted to exclude from the calculation thereof the Revolving Credit Commitment of any Defaulting Lender. If the Revolving Credit Commitments have terminated, the Adjusted Applicable Percentages shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments and to any Revolving Credit Lender's status as a Defaulting Lender at the time of determination.

"Adjusted LIBO Rate" means, for the Interest Period for any Eurocurrency Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period *multiplied by* (b) the Statutory Reserve Rate for such Interest Period.

"Administrative Agent" means Citibank, in its capacity as administrative agent for the Lenders hereunder and under the other Loan Documents.

"Administrative Agent's Account" means, for each Currency, an account in respect of such Currency designated by the Administrative Agent in a notice to the Borrowers and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Interest Period" has the meaning assigned to such term in Section 2.13.

"Affected Carlyle Owner" means any direct or indirect owner of the Equity Interests of any Obligor that (i) is the first owner in the chain of ownership that is not a partnership, disregarded entity or other pass-through entity and (ii) has been unable to use Available Carryforwards relating to such Obligor for the fiscal year 2009 with respect to its distributive share of income of an Obligor for such fiscal year.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agent" means each of the Administrative Agent and the Collateral Agent.

"Aggregate Management Fee Collateral" has the meaning assigned to such term in Section 6.09(f).

"Aggregate Management Fees" has the meaning assigned to such term in Section 6.09(f).

"Agreed Foreign Currency" means, at any time, any of Sterling, Euros, Japanese Yen, and, with the agreement of each Revolving Credit Lender, any other Foreign Currency, so long as, in respect of any such specified Currency, at such time (a) such Currency is dealt with in the London interbank deposit market, (b) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (c) no central bank or other governmental authorization in the country of issue of such Currency (including, in the case of the Euro, any authorization by the European Central Bank) is required to permit use of such Currency by any Revolving Credit Lender for making any Revolving Credit Loan hereunder and/or to permit the Borrowers to borrow and repay the principal thereof and to pay the interest thereon and by any Issuing Bank for issuing or making any disbursement with respect to any Letter of Credit hereunder and/or to permit the Borrowers to reimburse any Issuing Bank for any such disbursement or pay the interest thereon or to permit any Revolving Credit Lender to acquire a participation interest in any Letter of Credit or make any payment to such Issuing Bank in consideration therefor, unless in each case such authorization has been obtained and is in full force and effect.

"Alternate Base Rate" means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of:

(a) for any day, the Prime Rate in effect on such day;

(b) for any day, the Federal Funds Effective Rate for such day *plus* 1/2 of 1.00%; and

(c) for any day, 1.00% per annum above the LIBO Rate that would be in effect for a Eurocurrency Loan having an Interest Period of one month that commences on the second Business Day following such day.

Each change in any interest rate provided for herein based upon the Alternate Base Rate resulting from a change in the Alternate Base Rate shall take effect at the time of such change in the Alternate Base Rate.

"Amendment Effective Date" means the date on which the conditions specified in Section 5.01 are satisfied (or waived in accordance with Section 10.02).

"Applicable Percentage" means (a) with respect to any Revolving Credit Lender for purposes of Section 2.04 or in respect of any indemnity claim under Section 10.03(c) arising out of an action or omission of any Issuing Bank under this Agreement, the percentage of the total Revolving Credit Commitments represented by such Revolving Credit Lender's Revolving Credit Commitment, and (b) with respect to any Lender in respect of any indemnity claim under Section 10.03(c) arising out of an action or omission of either Agent under this Agreement, the percentage of the total Revolving Credit Commitments or Loans of all Classes hereunder represented by the aggregate amount of such Lender's Revolving Credit Commitments or Loans of all Classes hereunder. If the Revolving Credit Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day with respect to any ABR Loan or Eurocurrency Loan or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "ABR Margin", "Eurocurrency Margin" or "Commitment Fee", respectively, based upon the category that applies on such day:

	S&P Rating	ABR Margin	Eurocurrency Margin	Commitment Fee
Category 1	A+ or higher	0.000%	1.000%	0.100%
Category 2	A	0.125%	1.125%	0.125%
Category 3	A-	0.250%	1.250%	0.150%
Category 4	BBB+	0.500%	1.500%	0.200%
Category 5	Less than BBB+ or unrated	0.750%	1.750%	0.300%

The parties hereto agree that, for purposes of determining the foregoing: (a) (i) for the period commencing on the Amendment Effective Date and ending on the date that the Administrative Agent receives written notice from the Obligors that S&P has provided a Rating with respect to any Obligor and (ii) during any other period during which there is no Rating or in which the Obligors shall be in Default of their obligations under Section 6.11, in each case Category 5 shall apply, and (b) the lowest Rating with respect to any Obligor shall apply. If the Rating by S&P shall be changed, such change shall be effective as of the date on which it is first announced by S&P (or, in the case of a private Rating by S&P, on the date on which S&P first notifies the Obligors of such change). Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change in Rating and ending on the date immediately preceding the effective date of the next such change in Rating.

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Asset Manager" means any Person that is an asset manager entity that in the ordinary course of its business earns management fees (or, in the good faith belief of the Obligors, such asset manager will earn management fees) from the asset management of investment funds and managed accounts of the type described in the definition of "Fund Entity".

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Available Carryforwards" has the meaning assigned to such term in Section 7.06(f).

"Available Pari Passu Subsidiary Guarantee Amount" means, at any time, an amount equal to (A) $350,000,000 plus (B) an amount equal to $150,000,000 minus the aggregate outstanding principal amount of Revolving Credit Loans (which amount under this clause (B) shall not be less than zero) minus (C) the sum of the aggregate outstanding principal amount of all Indebtedness of the Obligors and their Subsidiaries (other than (I) the aggregate outstanding principal amount of the Term Loans and the Revolving Credit Loans , (II) any Indebtedness permitted by paragraph (p) of Section 7.01, (III) any Indebtedness permitted by paragraph (n) of Section 7.01 and (IV) any Indebtedness permitted by paragraph (o) of Section 7.01) at such time.

"Available Subsidiary Guarantee Amount" means, at any time, an amount equal to (A) $2,200,000,000 minus (B) the sum of the aggregate outstanding principal amount of all Indebtedness of the Obligors and their Subsidiaries (other than (I) any Indebtedness permitted by paragraph (p) of Section 7.01, (II) any Indebtedness permitted by paragraph (n) of Section 7.01 and (III) any Indebtedness permitted by paragraph (o) of Section 7.01) at such time.

"Bankruptcy Event of Default" means any Event of Default pursuant to Sections 8.01(h) or (i).

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower" and "Borrowers" has the meaning assigned to such terms in the preamble hereto.

"Borrower Obligations" has the meaning assigned to such term in Section 2.20.

"Borrowing" means (a) all ABR Loans of the same Class made, converted or continued on the same date or (b) all Eurocurrency Loans of the same Class, Type and Currency that have the same Interest Period.

"Borrowing Request" means a request by the Borrowers for a Borrowing in accordance with Section 2.03.

"Business Day" means a day (a) other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close, (b) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans, such day is also a day for trading by and between banks in deposits in the relevant Currency in the interbank eurocurrency market, (c) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans denominated in Sterling, such day is also a day on which commercial banks and the London foreign exchange market settle payments in the Principal Financial Center for such Foreign Currency and (d) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans denominated in any other Agreed Foreign Currency, such day is also a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (or any successor settlement system as determined by the Administrative Agent) or any other relevant exchange or payment system, as applicable, is open for the settlement of payments in such other Agreed Foreign Currency.

"Capital Lease Obligations" of any Person means, subject to Section 1.03(c), the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carried Interest" means any and all limited partnership or other ownership interests or contractual rights representing the right to receive, directly or indirectly, the proceeds of any "carried interest" in any Fund Entity (including incentive and performance fees dependent on investment performance or results) and all distributions received by any Obligor or any Subsidiary thereof the source of which is carried interest; *provided* that "Carried Interest" shall include the "carried interest" reported on the Obligors' consolidated financial statements prepared in accordance with GAAP; *provided further* that "Carried Interest" shall in any event not include any Deal Team Interests. Solely, for the purposes of Section 6.09(d), "Carried Interest" shall include all "Carried Interest" received by any Non-Controlled Acquired Entity.

"Carried Interest Collateral" means the "Carried Interest Collateral" as defined in the Carried Interest Guarantee and Security Agreement.

"Carried Interest Guarantee and Security Agreement" means the Carried Interest Guarantee and Security Agreement dated as of August 20, 2007, among each of the Carried Interest Guarantors party thereto and the Collateral Agent.

"Carried Interest Guarantors" means each Person party to the Carried Interest Guarantee and Security Agreement as a "Carried Interest Guarantor" (including any Person that becomes a party thereto pursuant to Section 6.09).

"Carried Interest Subsidiary" has the meaning assigned to such term in Section 6.09(b).

"CGMI" means Citigroup Global Markets Inc.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder as in effect on the Amendment Effective Date), but other than the Obligors, their Subsidiaries and the Permitted Investors, of shares representing (i) at any time prior to the Qualified IPO Date, 50% or more of the aggregate ordinary voting power represented by the issued and outstanding shares of capital stock, membership interest or partnership interest, as applicable, in any Obligor, and (ii) at any time on and after the Qualified IPO

Date, more than 35% of the aggregate ordinary voting power represented by the issued and outstanding shares of capital stock, membership interest or partnership interest, as applicable, in any Obligor; (b) the acquisition of direct or indirect Control of any Obligor by any Person or group (other than the Obligors, their Subsidiaries and the Permitted Investors); or (c) less than two members of the Management Team are members of the then existing management team of any of the Obligors.

"Change in Law" means the occurrence, after the Amendment Effective Date, of any of the following: (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance for the first time of any guideline or directive (whether or not having the force of law) by any Governmental Authority.

"CIM Existing UK Bank Account Collateral" means the "Charged Property" as defined in the CIM Existing UK Bank Account Security Agreement.

"CIM Existing UK Bank Account Security Agreement" means Deed of Charge dated as of December 15, 2008, among Carlyle Investment Management L.L.C., TC Group, L.L.C. and the Collateral Agent.

"CIM US Bank Account Collateral" means the "Collateral" as defined in the CIM US Bank Account Security Agreement.

"CIM US Bank Account Security Agreement" means the Security Agreement, dated as of December 15, 2008, between Carlyle Investment Management L.L.C. and the Collateral Agent.

"Citibank" means Citibank, N.A.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans or Term Loans.

"Code" means the Internal Revenue Code of 1986.

"Collateral" means, collectively, the Primary Collateral, the Carried Interest Collateral, the Management Fee Collateral, the Obligor Existing UK Bank Account Collateral, the CIM Existing UK Bank Account Collateral, the CIM US Bank Account Collateral, the Obligor 2010 UK Bank Account Collateral, any General Collateral and all other collateral granted pursuant to any Security Document.

"Collateral Agent" means Citibank, in its capacity as collateral agent for the Lenders hereunder and under the other Loan Documents.

"Collateral Maintenance Test" has the meaning assigned to such term in Section 6.09(a).

"Collateral Requirement" has the meaning assigned to such term in Section 6.09(f).

"Company Reorganization" means the series of transactions in connection with the Specified IPO as described in the section entitled "Organizational Structure" of the Specified IPO S-1, including those transactions that are necessary or, in the good faith judgment of the Obligors, advisable to effect the restructuring described therein so long as any such transaction could not reasonably be expected to have a Material Adverse Effect.

"Confirmation" means the Confirmation substantially in the form of Exhibit B among each of the Credit Parties and the Collateral Agent.

"Consolidated Subsidiary" means, for any Person, each Subsidiary of such Person (whether now existing or hereafter created or acquired) the financial statements of which shall be (or should have been) consolidated with the financial statements of such Person in accordance with GAAP. For the avoidance of doubt, "Consolidated Subsidiary" shall not include any Fund Entity or any subsidiary of a Fund Entity or any Person constituting a "Consolidated Fund" (as such term is used in Footnote 1 to the Condensed Combined and Consolidated Financial Statements of TC Group, L.L.C. and Affiliates dated as of June 30, 2010).

"Contractual Obligation" of any Person means any obligation, agreement, undertaking or similar provision of any Equity Interests issued by such Person or of any agreement, undertaking, contract, lease, indenture, mortgage, deed of trust or other instrument to which such Person is a party or by which it or any of its property is bound or to which any of its property is subject (excluding, in each case, a Loan Document).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Credit Parties" means, collectively, the Obligors, the Management Fee Guarantors, the Carried Interest Guarantors and any General Guarantors.

"Currency" means Dollars or any Foreign Currency.

"Deal Team Interest" means that portion of any "carried interest" in any Fund Entity accruing to the members, partners, employees, contractors or advisors of the Obligors or any of their Affiliates and not directly or indirectly accruing to the Obligors or investors in the Obligors in their capacity as such.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) other than at the direction or request of any regulatory agency or authority or unless subject to a good faith dispute, has failed to fund any portion of its Loans or participations in Letters of Credit within three Business Days of the date required to be funded by such Lender hereunder, (b) has notified any Obligor, the Administrative Agent, any Issuing Bank or any Lender in writing that such Lender does not intend or expect to comply with any of its funding obligations under this Agreement, (c) unless subject to a good faith dispute, has failed to confirm in writing to the Administrative Agent upon its request (or at the request of the Borrowers), within three Business Days after such request is received by such Lender (which request may only be made after all conditions to funding have been satisfied, *provided* that such Lender shall cease to be a Defaulting Lender upon receipt of such confirmation by Administrative Agent), that such Lender will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by such Lender hereunder within three Business Days of the date when due, unless such amount is the subject of a good faith dispute, or (e) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets,

including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not qualify as a "Defaulting Lender" solely as the result of the acquisition or maintenance of an ownership interest in such Lender or any Person controlling such Lender, or the exercise of control over such Lender or any Person controlling such Lender, by a governmental authority or an instrumentality thereof.

"Deposit Account" has the meaning assigned thereto in Article 9 of the NYUCC.

"Disclosure Schedules Statement" means the "Disclosure Schedules Statement" delivered by the Obligors to the Administrative Agent and the Lenders on the Amendment Effective Date.

"Dollar Equivalent" means, with respect to any Borrowing, Letter of Credit or LC Disbursement denominated in any Foreign Currency, the amount of Dollars that would be required to purchase the amount of the Foreign Currency of such Borrowing, Letter of Credit or LC Disbursement on the date two Business Days prior to the date of such Borrowing, Letter of Credit or LC Disbursement (or, in the case of any determination made under Section 2.09(b) or redenomination under the last sentence of Section 2.17(a), on the date of determination or redenomination therein referred to), based upon the spot selling rate at which the Administrative Agent offers to sell such Foreign Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m., London time, for delivery two Business Days later.

"Dollars" or "$" refers to the lawful currency of the United States of America.

"EBITDA" means, for any period, Net Income for such period, plus

(a) the sum, without duplication (including with respect to any item already added back to Net Income) and to the extent deducted in calculating Net Income, of the amounts for such period of:

(i) depreciation and amortization;

(ii) interest expense (paid or accrued during such period);

(iii) income taxes;

(iv) non-recurring, extraordinary or unusual expenses, losses and charges (including all expenses associated with litigation settlements, severance, closing offices and early termination of any investment fund);

(v) expenses with respect to any Class B "carried interest" in any Fund Entity during such period;

(vi) non-cash expenses and charges (including non-cash stock compensation expenses), *provided* that any cash payment made with respect to any non-cash expenses or charges added back in calculating EBITDA for any earlier period pursuant to this clause (vi) shall be subtracted in calculating EBITDA for the period in which such cash payment is made; and

(vii) for any such period from and after which the Specified IPO shall have occurred, partner (excluding general public partners) and fundraising bonus expenses incurred after the Specified IPO; minus

(b) the sum, without duplication and to the extent included in Net Income, of the amounts (which may be negative) for such period of:

(i) any extraordinary, unusual or other non-recurring gains increasing Net Income;

(ii) any non-cash items (other than accrual of revenue in the ordinary course of business) increasing Net Income, but excluding any such items in respect of which cash was received in a prior period (other than accrual of revenue in the ordinary course of business);

(iii) the amount (which may be negative) equal to net income (loss) of Persons not constituting Subsidiaries (determined ratably based on the ownership percentage in such Persons);

(iv) the amount equal to unrealized incentive income with respect to any Class A "carried interest" in any Fund Entity during such period;

(v) the amount equal to any Class B "carried interest" in any Fund Entity recognized (whether realized or unrealized) during such period;

(vi) the amount (which may be negative) equal to net income of any coinvestment made by individual partners and employees in Fund Entities and otherwise included in Net Income; and

(vii) the amount of any clawbacks of realized Class A "carried interest" in any Fund Entity actually paid during such period;

in each case determined on a consolidated basis for the Obligors and their Consolidated Subsidiaries without duplication in accordance with GAAP.

For purposes of calculating EBITDA, for any Reference Period, if at any time during such Reference Period (and after the Amendment Effective Date) any of the Obligors and their Consolidated Subsidiaries shall have made any New Acquisition or any New Disposition, the EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such New Acquisition or such New Disposition occurred on the first day of such Reference Period. For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculation shall be made in good faith by a Responsible Officer.

"Employee Loan Guaranteed Obligations" means the obligations of each Obligor in its capacity solely as a guarantor owing to the Employee Loan Obligee under that certain Ninth Amended and Restated Credit and Guarantee Agreement — Dollars, dated as of August 4, 2011 among the Employee Loan Obligee and the guarantors signatory thereto, as may be amended, modified or replaced from time to time, and that certain Eighth Amended and Restated Credit and Guarantee Agreement — Euros, dated as of August 4, 2011 among the Employee Loan Obligee and the guarantors signatory thereto, as may be amended, modified or replaced from time to time.

"Employee Loan Indebtedness" means any Indebtedness of any Obligor under (i) that certain Eighth Amended and Restated Credit and Guarantee Agreement — Euros, dated as of August 4, 2011 among Wachovia Bank, National Association, a national banking association, TC Group, L.L.C., a Delaware limited liability company, as the disbursement agent (or any replacement disbursement agent) and as a guarantor, and the guarantors signatory thereto and (ii) that certain Ninth Amended and Restated Credit and Guarantee Agreement — Dollars, dated as of August 4, 2011 among Wachovia Bank, National Association, a national banking association, TC Group, L.L.C., a Delaware limited liability company, as

the disbursement agent (or any replacement disbursement agent) and as a guarantor, and the guarantors signatory thereto, in each case, as may be amended, modified or replaced from time to time.

"Employee Loan Obligee" means Wachovia Bank, National Association in its capacity as the holder of the Employee Loan Guaranteed Obligations, and its successors and assigns.

"Environmental Laws" means any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes or decrees of any international authority, foreign government, the United States of America, or any state, provincial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, as has been, is now, or at any time hereafter is, in effect.

"Environmental Liability" means any liability, claim, action, suit, judgment or order under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Obligor, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412(a) of the Code or Section 302(a)(2) of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Obligor or any of its Subsidiaries of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Obligor or any of its Subsidiaries from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Obligor or any of its Subsidiaries of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by any Obligor or any of its Subsidiaries of any notice, or the receipt by any Multiemployer Plan from any Obligor or any of its Subsidiaries of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurocurrency", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Euros" has the meaning assigned to such term in Section 10.12(a).

"Event of Default" has the meaning assigned to such term in Article VIII.

"Excluded Fund Entities" means Carlyle Capital Corp. and any investment fund Controlled by Carlyle Blue Wave Partners Management, L.P.

"Excluded Taxes" means, with respect to either Agent, any Lender or any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Obligor hereunder, (a) taxes imposed on or measured by its net income (however denominated), franchise taxes, or capital taxes that are imposed on it by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized, in which it has its principal office, seat of management or applicable lending office, or is engaged in business (other than any business in which such person is deemed to engage solely by reason of the transactions contemplated by this Agreement and the other Loan Documents, including the mere holding of an Obligation, receipt of payments or the enforcement of rights thereunder), (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which such Obligor is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by any Obligor under Section 2.18(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 2.16(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from any Obligor with respect to such withholding tax pursuant to Section 2.16(a), (d) any U.S. federal withholding taxes imposed by FATCA, (e) in the case of a U.S. Lender that has failed to comply with Section 2.16(f), any backup withholding tax that is required by the Code to be withheld from amounts payable to such U.S. Lender, and (f) interest and penalties with respect to taxes referred to in clauses (a) through (e).

"Existing Credit Agreement" has the meaning assigned to such term in the preamble hereto.

"Facility" means each of (a) the Term Loans and (b) the Revolving Credit Commitments and the extensions of credit made thereunder.

"FATCA" means Sections 1471 through 1474 of the Code and any regulations or official interpretations thereof.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Foreign Credit Party" means any Credit Party that is not organized under the laws of the United States of America or of any jurisdiction within the United States of America.

"Foreign Currency" means, at any time, any Currency other than Dollars.

"Foreign Currency Equivalent" means, with respect to any amount in Dollars, the amount of any Foreign Currency that could be purchased with such amount of Dollars using the reciprocal of the

foreign exchange rate(s) specified in the definition of the term "Dollar Equivalent", as determined by the Administrative Agent.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than the United States of America. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Subsidiary" means any Subsidiary of any Obligor that is not organized under the laws of any jurisdiction within the United States of America.

"Fund Entity" means any investment fund or managed account (and related special purpose co-investment vehicles) established (or acquired pursuant to a Permitted Acquisition) directly or indirectly by the Obligors to make investments in (a) portfolio companies thereof, (b) real estate and real estate oriented investments and (c) loans, "high yield" debt securities, derivative financial instruments, structured finance securities, hedge agreements and/or similar securities, instruments and arrangements and equity interests.

"GAAP" means generally accepted accounting principles in the United States of America.

"General Collateral" means the collateral subject to the General Guarantee and Security Agreement.

"General Guarantee and Security Agreement" means a General Guarantee and Security Agreement, in form and substance reasonably satisfactory to the Collateral Agent, containing (i) substantially the same terms as the Guarantee contained in Article III and (ii) substantially the same terms with respect to the grant of a security interest in substantially all assets of the applicable Subject Target Entity as those set forth in the Primary Security Agreement subject to the limitations set forth in the Primary Security Agreement and such other exceptions as shall be reasonably agreed by the Administrative Agent.

"General Guarantors" means each Person that becomes a party to the General Guarantee and Security Agreement pursuant to clause (d) of the definition of "Permitted Acquisition" and clause (d) of the definition of "Permitted Acquisition Equity Repurchase".

"Global Partners" means Persons who hold Equity Interests in TCG Holdings, L.L.C. or any Parent thereof or who hold Equity Interests in TCG Holdings Cayman, L.P. or any Parent thereof.

"Governmental Authority" means the government of the United States of America, the Cayman Islands or any other nation, or any political subdivision thereof, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity (including any federal or other association of or with which any such province, state or nation may be a member or associated) exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"GP Guarantor" has the meaning assigned to such term in the Management Fee Guarantee and Security Agreement.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or

advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or obligation; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee by any guaranteeing Person shall be deemed to be such Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Holders" means, collectively, (i) for all purposes under the Loan Documents (other than those set forth in clause (ii) below), including without limitation for the purpose of any Guarantee under this Agreement or any other Loan Document, the Agents, the Issuing Banks, and the Lenders and any other holder of the obligations described in clause (i) of the definition of "Obligations", and (ii) for purposes of any grant or pledge of any security interest or Lien in any Collateral under the Security Documents, and/or for purposes of any distribution of proceeds of Collateral under the Loan Documents, (x) the Persons described in the preceding clause (i) and (y) the Employee Loan Obligee.

"ILP" has the meaning assigned to such term in the Carried Interest Guarantee and Security Agreement.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) accounts payable incurred in the ordinary course of business and (ii) any unsecured earn-out obligation or other contingent obligation incurred as consideration for a Permitted Acquisition until (x) such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP or (y) the liability on account of any such obligation becomes fixed), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (with the value of such Indebtedness being equal to the lesser of the value of the property subject to such Lien and the amount of such Indebtedness), (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee and (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Interest Coverage Ratio" means, at any time, the ratio of (a) EBITDA for the period of four consecutive fiscal quarters ending at such time or most recently ended prior to such time *to* (b) Interest Expense for such period.

"Interest Election Request" means a request by the Borrowers to convert or continue a Borrowing in accordance with Section 2.06.

"Interest Expense" means, for any period, the sum, for the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP), of all cash interest payable during such period (including all discounts paid in cash but excluding, for the avoidance of doubt, interest paid in kind) in respect of Indebtedness of the type described in clauses (a), (b), (g) (including the interest component of any payments in respect of Capital Lease Obligations), (h) and (i) of the definition of "Indebtedness", and of the kind referred to in clause (f) of such definition to the extent it relates to Indebtedness of the type referred to in clauses (a), (b), (g), (h) and (i) of the definition thereof, and all commitment fees and other fees paid or accrued in respect of any such Indebtedness, excluding, solely to the extent otherwise included in Interest Expense, discounts and amortization of deferred financing costs in respect of Subordinated Indebtedness.

"Interest Payment Date" means (a) with respect to any ABR Loan, each Quarterly Date commencing on December 31, 2011, and (b) with respect to any Eurocurrency Loan, the last day of each Interest Period therefor and, in the case of any Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at three-month intervals after the first day of such Interest Period.

"Interest Period" means, for any Eurocurrency Loan or Borrowing, and except as provided in Section 2.01(a) and Section 2.01(b) with respect to the Eurocurrency Borrowings to be made pursuant to such Sections, the period commencing on the date of such Eurocurrency Loan or Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender under the relevant Facility, nine or twelve months) thereafter or, with respect to such portion of any Eurocurrency Loan or Borrowing denominated in a Foreign Currency that is scheduled to be repaid on the Maturity Date, a period of less than one month's duration commencing on the date of such Eurocurrency Loan or Borrowing and ending on the Maturity Date, as specified in the applicable Borrowing Request or Interest Election Request; *provided* that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period (other than an Interest Period pertaining to a Eurocurrency Borrowing denominated in a Foreign Currency that ends on the Maturity Date that is permitted to be of less than one month's duration as provided in this definition) that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Eurocurrency Loan initially shall be the date on which such Eurocurrency Loan is made and thereafter shall be the effective date of the most recent conversion or continuation of such Eurocurrency Loan.

"Investment" means, for any Person, (a) the acquisition (whether for cash, property, services or securities or otherwise) of capital stock, bonds, notes, debentures, partnership or other ownership interests or other securities of any other Person; (b) the making of any advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person), but excluding any such advance, loan or extension of credit arising in connection with the sale of inventory,

supplies or services by such Person in the ordinary course of business; (c) the entering into of any Guarantee of, or other contingent obligation with respect to, Indebtedness or other liability of any other Person; or (d) the entering into of any Hedging Agreement.

"Issuing Bank" means Citibank, and any Lender appointed by the Borrowers and reasonably acceptable to the Administrative Agent that shall have agreed to be an Issuing Bank, in each case, in its capacity as an issuer of Letters of Credit hereunder, and their successors in such capacity as provided in Section 2.04(j). An Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Japanese Yen" or "¥" refers to the lawful currency of Japan.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time *plus* (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time (calculated, in the case of Letters of Credit and LC Disbursements denominated in currencies other than Dollars, by reference to the Dollar Equivalent thereof at such time). The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lead Arrangers" means, collectively, CGMI, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC.

"Lenders" means the Persons listed on Schedule 1 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"Letter of Credit Documents" means, with respect to any Letter of Credit, collectively, any application therefor and any other agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or at risk with respect to such Letter of Credit or (b) any collateral security for any of such obligations, each as the same may be modified and supplemented and in effect from time to time.

"LIBO Rate" means, for the Interest Period for any Eurocurrency Borrowing denominated in any Currency, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page or service providing rate quotations comparable to those currently provided on such page, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as LIBOR for deposits denominated in such Currency with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then, unless the last sentence of Section 10.12(e) is applicable, the LIBO Rate for such Interest Period shall be the rate at which deposits in such Currency in the amount of $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"LIBOR" means, for any Currency, the rate at which deposits denominated in such Currency are offered to leading banks in the London interbank market.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Loan Documents" means, collectively, this Agreement, the Security Documents, any promissory note issued pursuant to Section 2.08(g) and any amendments or supplements to any Loan Document entered into from time to time.

"Loans" means the loans made and deemed made by the Lenders to the Borrowers pursuant to this Agreement.

"Local Time" means, with respect to any Loan denominated in or any payment to be made in any Currency, the local time in the Principal Financial Center for the Currency in which such Loan is denominated or such payment is to be made.

"Management Fee Agreement" means any agreement governing the payment of, or any interest of any Credit Party or any of its Subsidiaries in, any Management Fees, including the limited partnership and other organizational agreements of each Fund Entity.

"Management Fee Collateral" means the "Management Fee Collateral" as defined in the Management Fee Guarantee and Security Agreement.

"Management Fee Earning Assets Amount" means, on any Quarterly Date, the aggregate amount, without duplication, of (a) capital commitments to the applicable Fund Entity, (b) invested capital of the applicable Fund Entity, or (c) total assets of the applicable Fund Entity, in each case, to the extent used as the basis for calculating Management Fees for such Fund Entity on the applicable Quarterly Date, *provided* that for purposes of the foregoing determination, (i) only Fund Entities with respect to which any Management Fees shall have been paid, directly or indirectly, to the Obligors during the four-quarter period ending on such Quarterly Date shall be included and (ii) any Fund Entity owned or managed by a Non-Controlled Acquired Entity shall be excluded.

"Management Fee Guarantee and Security Agreement" means the Management Fee Guarantee and Security Agreement dated as of August 20, 2007, among each of the Management Fee Guarantors party thereto and the Collateral Agent.

"Management Fee Guarantors" means each Person party to the Management Fee Guarantee and Security Agreement as a "Management Fee Guarantor" (including any Person that becomes a party thereto pursuant to Section 6.09).

"Management Fee Subsidiary" has the meaning assigned to such term in Section 6.09(f).

"Management Fees" means (i) any and all management fees and other fees (excluding incentive or performance fees dependent on investment performance or results) for management services (whether pursuant to a Management Fee Agreement or otherwise) and any and all distributions received by any Obligor or any Subsidiary thereof the source of which is Management Fees, (ii) any and all "Management Fees" pursuant to any Management Fee Agreement, (iii) any and all payments with respect to any Priority Profit Share (as defined in the Management Fee Agreements of Carlyle Europe Partners II, L.P. and Carlyle Europe Partners III, L.P. or any other Fund Entity the Management Fee Agreement of

which is governed by the law of England), or the equivalent in any non-U.S. jurisdiction, and (iv) any and all payments received which are treated as a credit or offset or otherwise reduce such fees, and shall in any event include the "management fees" reported on the Obligors' consolidated financial statements prepared in accordance with GAAP. For the avoidance of doubt, it is understood that a Priority Profit Share, and any payments with respect thereto, constitute "Management Fees" under clauses (i), (ii) and (iv) of this definition. Solely for the purposes of Section 6.09(d) and the definitions of "Aggregate Management Fee Collateral" and "Aggregate Management Fees", "Management Fees" shall include all "Management Fees" received by any Non-Controlled Acquired Entity.

"Management Team" means Daniel A. D'Aniello, William E. Conway, Jr. and David M. Rubenstein.

"Margin Stock" means "margin stock" within the meaning of Regulations T, U and X of the Board.

"Material Adverse Effect" means a material adverse effect on (a) the business, financial condition, operations or properties of the Credit Parties, taken as a whole, (b) the ability of the Credit Parties, taken as a whole, to perform their respective payment or other material obligations under the Loan Documents or (c) the material rights of or benefits available to the Agents, the Issuing Banks or the Lenders under this Agreement and the other Loan Documents, in each case taken as a whole.

"Material Fund Entities" means, collectively, any Fund Entity having an aggregate amount of assets under management as of the relevant date of determination exceeding $2,000,000,000, *provided* that "Material Fund Entities" shall not include any Excluded Fund Entity.

"Material Indebtedness" means Indebtedness of the type described in clauses (a), (b), (g) and (h) of the definition of "Indebtedness" and any Guarantees of such Indebtedness (other than the Loans and Letters of Credit) of (i) any one or more Credit Parties and its Material Subsidiaries in an aggregate principal amount exceeding $50,000,000 and (ii) any one or more Fund Entities in an aggregate principal amount exceeding $200,000,000.

"Material Subsidiary" means, on any date, any Subsidiary of any of the Obligors that has had more than 5% of the revenue of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) as reflected on the most recent financial statements delivered pursuant to Section 6.01 prior to such date; *provided* that, if at any time the revenue (determined on a consolidated basis without duplication in accordance with GAAP) of all Subsidiaries of the Obligors which would otherwise not be Material Subsidiaries as provided above exceeds 7% of the revenue of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) at such time, then the 5% referred to above in this definition shall be automatically reduced to the extent necessary such that, after giving effect to such reduction, the revenue (determined on a consolidated basis without duplication in accordance with GAAP) of all Subsidiaries of the Obligors which are not Material Subsidiaries does not exceed 7% of the revenue of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) at such time.

"Maturity Date" means, September 30, 2016 or, if the Maturity Date has been accelerated pursuant to Section 2.08(a), the Accelerated Maturity Date; *provided* that if any such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Minimum Assets Amount" has the meaning assigned to such term in Section 7.09.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Mubadala Investors" means, collectively, Fortieth Investment Company L.L.C., a United Arab Emirates limited liability company registered in the Emirate of Abu Dhabi, MDC/TCP Investments (Cayman) I, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) II, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) III, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) IV, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) V, Ltd., a Cayman Islands exempted company, MDC/TCP Investments (Cayman) VI, Ltd., a Cayman Islands exempted company, and Five Overseas Investment L.L.C., a United Arab Emirates limited liability company registered in the Emirate of Abu Dhabi and their successors and assigns.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Negotiation Period" has the meaning assigned to such term in Section 2.13.

"Net Cash Proceeds" means, with respect to (a) any issuance or any sale of Equity Interests as contemplated by Section 7.06(k) or (b) any incurrence of Subordinated Indebtedness as contemplated by Section 7.06(m), in each such case the cash proceeds received from such issuance, sale or incurrence, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Net Income" means, for any period, (a) the net income (or loss) of the Obligors and their Consolidated Subsidiaries for such period determined on a consolidated basis without duplication in accordance with GAAP minus, to the extent included in such net income (or loss), (b) the net income of any Consolidated Subsidiary of any Obligor to the extent that the declaration or payment of dividends or similar distributions by that Consolidated Subsidiary of that net income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Consolidated Subsidiary.

"New Acquisition" means any Permitted Acquisition or any Permitted Acquisition Equity Repurchase.

"New Acquisition Consummation Date" has the meaning assigned to such term in the definition of "Pro Forma Compliance".

"New Controlled Entity" has the meaning assigned to such term in the definition of "Subject Permitted Acquisition Equity Repurchase".

"New Disposition" means, with respect any property or asset, any sale, lease, sale and leaseback, assignment, conveyance, transfer or disposition thereof.

"New Significant Investment Fund" has the meaning assigned to such term in Section 6.09(f).

"Non-Asset Manager Target" means a Target that is not an Asset Manager.

"Non-Consent Event" means (a) any Payment Default that shall have continued unremedied for a period of the lesser of (i) 30 days after notice thereof to the Borrowers from the Administrative Agent or any Lender or (ii) 60 days, and (b) any Bankruptcy Event of Default.

"Non-Controlled Acquired Entity" means a Target Entity that is not Controlled by any Obligor or any of its Subsidiaries.

"Non-Defaulting Lender" means any Lender that is not a Defaulting Lender.

"Non-Subsidiary Guarantor" means any Subsidiary (other than an Obligor) of any Obligor that is not a Subsidiary Guarantor.

"Non-Wholly Owned Consolidated Subsidiary" has the meaning assigned to such term in Section 6.09(f).

"NYUCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Obligations" means, collectively, (i) for all purposes under the Loan Documents (other than those set forth in clause (ii) below), including without limitation for the purpose of any Guarantee under this Agreement or any other Loan Document, (A) the obligations of the Borrowers to pay when due the principal of and interest on the Loans made by the Lenders to the Borrowers and all fees, indemnification payments and other amounts whatsoever, whether direct or indirect, absolute or contingent, now or hereafter from time to time owing to any Holder by the Borrowers under this Agreement and any other Loan Document and from time to time owing to any Holder by any Credit Party under any of the Loan Documents (including any and all amounts in respect of Letters of Credit), and all other obligations of the Credit Parties under the Loan Documents, and (B) all obligations of any Obligor under or with respect to any Specified Hedging Agreement, and (ii) for purposes of any grant or pledge of any security interest or Lien in any Collateral under the Security Documents, and/or for purposes of any distribution of proceeds of Collateral under the Loan Documents, (x) the obligations described in the preceding clause (i) and (y) Employee Loan Guaranteed Obligations not exceeding $50,000,000 (which obligations described in sub-clauses (x) and (y) of this clause (ii) shall rank pari passu for such purposes), in each case including all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceedings with respect to any Credit Party, whether or not such interest or expenses are allowed as a claim in such proceeding; *provided* that (a) obligations of any Obligor under any Specified Hedging Agreement shall be secured and guaranteed pursuant to the Security Documents only to the extent that, and for so long as, the other Obligations are so secured and guaranteed and (b) any release of Collateral or Credit Parties effected in the manner permitted by this Agreement or requiring the consent of all or a portion of the Holders under this Agreement shall not require the consent of holders of obligations under Specified Hedging Agreements in their capacity as such.

"Obligor Existing UK Bank Account Collateral" means the "Charged Property" as defined in the Obligor Existing UK Bank Account Security Agreement.

"Obligor Existing UK Bank Account Security Agreement" means Deed of Charge dated as of August 22, 2007, among TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman, L.P., TC Group, L.L.C. and the Collateral Agent.

"Obligor 2010 UK Bank Account Collateral" means the "Charged Property" as defined in the Obligor 2010 UK Bank Account Security Agreement.

"Obligor 2010 UK Bank Account Security Agreement" means Deed of Charge dated as of November 29, 2010, among TC Group Investment Holdings, L.P., TC Group Cayman Investment Holdings, L.P., TC Group Cayman, L.P., TC Group, L.L.C., Carlyle Investment Management L.L.C. and the Collateral Agent.

"Obligors" has the meaning assigned to such term in the preamble hereto.

"Obligors' Applicable Ownership Percentage" has the meaning assigned to such term in Section 6.09(f).

"Original Closing Date" means August 20, 2007.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent" means any direct or indirect parent of any Credit Party.

"Parent Guarantor" has the meaning assigned to such term in the preamble hereto.

"Participant" means any Person to whom a participation is sold as permitted by Section 10.04(d).

"Participant Register" has the meaning assigned to such term in Section 10.04(d).

"Partners' Letter" means, for each fiscal year or fiscal quarter of the Obligors, the explanatory memorandum that customarily accompanies the delivery of the financial statements to the Global Partners with respect to the financial condition of the Obligors and their Consolidated Subsidiaries for such fiscal year or fiscal quarter, as the case may be.

"Payment Default" means any Default described under Sections 8.01(a) or (b).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Acquisition" means the acquisition, by merger or otherwise, by any Obligor of (i) any Equity Interests in any Target Entity or (ii) any property of any Target Entity (such property or asset, together with any Target Entity, a "Target"), so long as:

(a) no Default shall have occurred and be continuing at the time of the consummation of such Permitted Acquisition or immediately after giving effect thereto;

(b) all representations and warranties of the Obligors and the other Credit Parties contained in the Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date such Permitted Acquisition is consummated (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date;

(c) immediately after giving effect to the consummation of such Permitted Acquisition and to the incurrence (or repayment) of any Indebtedness associated therewith, the Obligors shall be in Pro Forma Compliance;

(d) each Obligor shall use its commercially reasonable efforts to cause each Subject Target Entity (other than any Fund Entity or any Subsidiary of any Fund Entity) to (i) become a party to the General Guarantee and Security Agreement as a "General Guarantor" thereunder, (ii) take such action (including delivering such shares of stock, executing and delivering such Uniform Commercial Code financing statements and executing and delivering mortgages or deeds of trust covering any real property and fixtures owned or leased by such Subsidiary with a fair market value in excess of $10,000,000) as shall be necessary to create and perfect valid and enforceable first priority Liens (subject to Permitted Encumbrances) on substantially all of the

property of such Subject Target Entity as collateral security for the Obligations and (iii) deliver such proof of corporate action, incumbency of officers, opinions of counsel and other documents as is consistent with those delivered by each Obligor pursuant to Section 5.01 on the Original Closing Date to the extent reasonably requested by the Administrative Agent, *provided* that a Subject Target Entity shall not be required to reasonably comply with any of the requirements of clauses (i) through (iii) of this clause (d):

(1) to the extent such Subject Target Entity is prohibited from doing so (despite the commercially reasonable efforts of the Obligors to remove or release such prohibition) pursuant to (A) the terms of any Indebtedness of such Subject Target Entity permitted pursuant to Section 7.01(p)(i)(B), (B) the terms of any organizational document of such Subject Target Entity that is not agreed to in contemplation of such Permitted Acquisition or (C) any applicable law, *provided further* that, in the event such Subject Target Entity is released from such restriction or such applicable law ceases to apply to such Subject Target Entity, each Obligor shall cause such Subject Target Entity to comply with each of the requirements of clauses (i) through (iii) of this clause (d) within 60 days thereof (or such longer period as the Administrative Agent may agree); and

(2) with respect to any Subject Target Entity that is an Asset Manager, to the extent such compliance with the requirements of clauses (i) through (iii) of this clause (d) would, in the good faith belief of the Obligors, be administratively burdensome to the Obligors;

(e) the Indebtedness and Permitted Refinancing Indebtedness of all Subject Target Entities with respect to such Permitted Acquisition, whether incurred pursuant to such Permitted Acquisition or in existence at the time any such Subject Target Entity is so acquired, together with the Indebtedness of all other Subject Target Entities previously acquired pursuant to Section 7.05(i), shall not exceed an aggregate principal amount of $250,000,000 at any one time outstanding;

(f) for any Permitted Acquisition of a Non-Asset Manager Target (i) such Non-Asset Manager Target shall be in the same business of the type conducted by the Obligors and their Subsidiaries as of the Amendment Effective Date or businesses reasonably related thereto and reasonable extensions thereof and (ii) the aggregate fair market value received or to be received by the seller or sellers in respect of such Permitted Acquisition (including all contingent earn-out and other similar obligations of any Obligor and its Subsidiaries incurred and reasonably expected to be incurred in connection therewith) shall not, when added to the aggregate consideration paid or payable for all other such Permitted Acquisitions theretofore consummated, exceed $300,000,000 (less the sum of any Investments made with respect to a Non-Asset Manager Target pursuant to Section 7.05(j)); and

(g) the Administrative Agent shall have received, prior to or concurrently with the consummation of the proposed Permitted Acquisition, a certificate signed by a Responsible Officer of each Obligor confirming compliance with the requirements of each of the preceding clauses (a) through (f) inclusive.

"Permitted Acquisition Equity Repurchases" means (a) Investments by any Obligor to repurchase Equity Interests of any Obligor issued to third parties in connection with a Permitted Acquisition and (b) Investments by any direct or indirect Subsidiary of any Obligor that was created or acquired pursuant to a Permitted Acquisition to repurchase equity interests of such Subsidiary issued to third parties in connection with such Permitted Acquisition, in each case so long as:

(a) no Default shall have occurred and be continuing immediately after giving effect to the making of such Investment;

(b) all representations and warranties of the Obligors and the other Credit Parties contained in the Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date such Investment is made (both before and after giving effect thereto), unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date;

(c) immediately after giving effect to the making of such Investment, the Obligors shall be in Pro Forma Compliance (and a Responsible Officer on behalf of the Obligors shall have certified as such to the Administrative Agent);

(d) if such Permitted Acquisition Equity Repurchase constitutes a Subject Permitted Acquisition Equity Repurchase, the applicable New Controlled Entity shall comply with each of the requirements set forth in clause (d) of the definition of "Permitted Acquisition"; and

(e) if the related Permitted Acquisition was of a Non-Asset Manager Target, the aggregate amount of such Investment shall not exceed $300,000,000 less the sum of (x) the aggregate consideration paid or payable for all Permitted Acquisitions of Non-Asset Manager Targets theretofore consummated and (y) any Investments theretofore made pursuant to Section 7.05(j).

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 6.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VIII; and

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Obligors or any of their respective Subsidiaries.

"Permitted Investments" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States of America, in each case maturing within two years from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight

bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof having combined capital and surplus of not less than $250,000,000; (c) commercial paper of an issuer rated at least A-2 by S&P or P-2 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one year from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of two years or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A-2 by Moody's; (f) securities with maturities of two years or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; and (g) money market funds that (i) purport to comply generally with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940 and (ii) are rated AAA by S&P or Aaa by Moody's or carrying an equivalent rating by a nationally recognized rating agency and shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of any of clauses (a) through (f) of this definition.

"Permitted Investors" means (a) each Person that directly or indirectly owns Equity Interests in any of the Obligors on the Amendment Effective Date, and any natural person, estate or trust acquiring such Equity Interests or that of any Parent thereof upon the death of such Person, (b) any Person who is an officer or otherwise a member of the management team of any Obligor on the Amendment Effective Date, (c) any direct or indirect Global Partner who is an officer or otherwise a member of the management team of any Obligor (or any Parent thereof), (d) any trust formed after the Original Closing Date by any Person described in clauses (a) through (c) above that directly or indirectly owns Equity Interests in any of the Obligors or any Parent thereof and (e) any Person, all or substantially all of whose Equity Interests are owned or Controlled by Persons described in clauses (a) through (e) hereof.

"Permitted Refinancing Indebtedness" means any Indebtedness incurred within 180 days of the consummation of a Permitted Acquisition to finance the repurchase of Equity Interests issued by any Obligor or any Subject Target Entity for the purpose of consummating such Permitted Acquisition.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA which is sponsored, maintained or contributed to by any Obligor or any of its ERISA Affiliates.

"Pledged Fund Entity" has the meaning assigned to such term in Section 6.09(f).

"Primary Collateral" means the "Primary Collateral" as defined in the Primary Security Agreement.

"Primary Security Agreement" means the Primary Security Agreement dated as of August 20, 2007, among the Obligors and the Collateral Agent.

"Primary Security Documents" means, collectively, the Primary Security Agreement, the Carried Interest Guarantee and Security Agreement, the Management Fee Guarantee and Security Agreement, the Obligor Existing UK Bank Account Security Agreement, the CIM Existing UK Bank

Account Security Agreement, CIM US Bank Account Security Agreement, the Obligor 2010 UK Bank Account Security Agreement, any General Guarantee and Security Agreement and any other security document delivered to the Administrative Agent or the Collateral Agent purporting to grant a Lien on any deposit account or securities account of any Obligor or any General Guarantor located in a jurisdiction other than the United States of America to secure any of its obligations hereunder or under the other Loan Documents, *provided* that "Primary Security Documents" shall not include any account control agreement delivered in connection with any deposit account or securities account of any Obligor or any General Guarantor.

"Prime Rate" means the rate of interest announced publicly by Citibank as its prime rate in effect at its principal office in New York City.

"Principal Financial Center" means, in the case of any Currency, the principal financial center where such Currency is cleared and settled, as determined by the Administrative Agent.

"Principal Payment Dates" means the Quarterly Dates falling in March, June, September and December of each year, commencing with the Quarterly Date falling in September 2014, through and including the Maturity Date.

"Pro Forma Compliance" means

(a) with respect to any New Acquisition (the consummation date of such New Acquisition being the "New Acquisition Consummation Date"), the Obligors shall be in compliance with

(i) Section 7.09, which compliance shall be determined as of such New Acquisition Consummation Date immediately after giving effect to such New Acquisition and as if each reference therein to "Quarterly Date" were instead a reference to such New Acquisition Consummation Date;

(ii) the Collateral Maintenance Test, which compliance shall be determined as of the most recent Quarterly Date (or, if such New Acquisition Consummation Date is a Quarterly Date, such New Acquisition Consummation Date) and as if such New Acquisition had been consummated on the first day of the fiscal quarter ending on such date (and taking into account whether any of the Subject Target Entities or New Controlled Entity, as the case may be, with respect to such New Acquisition became a General Guarantor and a party to the General Guarantee and Security Agreement pursuant to clause (d) of the definition of "Permitted Acquisition");

(iii) Section 7.12(a) and Section 7.12(b), which compliance shall be determined as of such New Acquisition Consummation Date immediately after giving effect to the incurrence, assumption and/or repayment of Indebtedness in connection with such New Acquisition and as if such New Acquisition had been consummated on the first day of the Reference Period ending on the last day of the most recent fiscal quarter (or, if such last day is such New Acquisition Consummation Date, such New Acquisition Consummation Date); and

(iv) Section 7.12(c), which compliance shall be determined as of the last day of the most recent fiscal quarter (or, if such last day is such New Acquisition Consummation Date, such New Acquisition Consummation Date) and as if such New Acquisition and the incurrence, assumption and/or repayment of Indebtedness in connection with such New Acquisition had been consummated on the first day of the Reference Period ending on such date;

(b) with respect to a Restructuring Transaction (the consummation date of such Restructuring Transaction being the "Restructuring Transaction Consummation Date"), the Obligors shall be in compliance with

(i) Section 7.09, which compliance shall be determined as of such Restructuring Transaction Consummation Date immediately after giving effect to such Restructuring Transaction and as if each reference therein to "Quarterly Date" were instead a reference to such Restructuring Transaction Consummation Date;

(ii) the Collateral Maintenance Test, which compliance shall be determined as of the most recent Quarterly Date (or, if such Restructuring Transaction Consummation Date is a Quarterly Date, such Restructuring Transaction Consummation Date) and as if such Restructuring Transaction had been consummated on the first day of the fiscal quarter ending on such date;

(iii) Section 7.12(a) and Section 7.12(b), which compliance shall be determined as of such Restructuring Transaction Consummation Date immediately after giving effect to the incurrence, assumption and/or repayment of Indebtedness in connection with such Restructuring Transaction; and

(iv) Section 7.12(c), which compliance shall be determined as of the last day of the most recent fiscal quarter (or, if such last day is such Restructuring Transaction Consummation Date, such Restructuring Transaction Consummation Date) and as if the incurrence, assumption and/or repayment of Indebtedness in connection with such Restructuring Transaction had been consummated on the first day of the Reference Period ending on such date; and

(c) with respect to all other events or transactions (each, a "Relevant Transaction"; the consummation date of such Relevant Transaction being the "Relevant Transaction Consummation Date"), the Obligors shall be in compliance with

(i) Section 7.09, which compliance shall be determined as of such Relevant Transaction Consummation Date immediately after giving effect to such Relevant Transaction and as if each reference therein to "Quarterly Date" were instead a reference to such Relevant Transaction Consummation Date;

(ii) Section 7.12(a) and Section 7.12(b), which compliance shall be determined as of such Relevant Transaction Consummation Date immediately after giving effect to the incurrence, assumption and/or repayment of Indebtedness in connection with such Relevant Transaction; and

(iii) Section 7.12(c), which compliance shall be determined as of the last day of the most recent fiscal quarter (or, if such last day is such Relevant Transaction Consummation Date, such Relevant Transaction Consummation Date) and as if the incurrence, assumption and/or repayment of Indebtedness in connection with such Relevant Transaction had been consummated on the first day of the Reference Period ending on such date.

"Qualified IPO" means the sale by any Credit Party, any entity that will become a Credit Party in connection with the consummation thereof, or Parent thereof, for its own account, in one or more transactions either registered under or requiring registration under Section 5 of the Securities Act of 1933 pursuant to a registration statement or registration statements filed with the Securities and Exchange

Commission pursuant to the provisions of the Securities Act of 1933, of Equity Interests for Net Cash Proceeds of not less than $500,000,000.

"Qualified IPO Date" means the first day upon which any Credit Party, any entity that will become a Credit Party in connection with the consummation of a Qualified IPO, or Parent thereof shall have consummated a Qualified IPO.

"Quarterly Dates" means the last Business Day of March, June, September and December in each year.

"Rate Determination Notice" has the meaning assigned to such term in Section 2.13.

"Rating" means the rating that has been most recently announced by S&P (or, in the case of a private "Rating" by S&P, most recently notified by S&P to the Obligors or any Holder) for the long term counterparty credit rating of each Obligor.

"Reference Period" means any period of four consecutive fiscal quarters.

"Register" has the meaning assigned to such term in Section 10.04(c).

"Related Management Fee Subsidiary" has the meaning assigned to such term in Section 6.09(f).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Relevant Transaction" has the meaning assigned to such term in the definition of "Pro Forma Compliance".

"Relevant Transaction Consummation Date" has the meaning assigned to such term in the definition of "Pro Forma Compliance".

"Required Lenders" means, at any time, subject to the last paragraph of Section 10.02(b), Lenders having Revolving Credit Exposures, outstanding Term Loans and unused Revolving Credit Commitments representing more than 50% of the sum of the total Revolving Credit Exposures, outstanding Term Loans and unused Revolving Credit Commitments at such time.

"Requirement of Law" means, with respect to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" means, with respect to any Person, the chief executive officer, president, chief financial officer (or similar title), managing director, chief accounting officer, controller, treasurer (or similar title) or vice president (or similar title) of such Person, and, with respect to financial matters, the chief financial officer (or similar title), controller or treasurer (or similar title) of such Person.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests of any Obligor or any of its Subsidiaries (other than dividends and distributions on Equity Interests payable solely by the issuance of additional shares of Equity Interests of the Person paying such dividends or distributions), or any payment (whether

in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or any option, warrant or other right to acquire any such Equity Interests.

"Restructuring Transaction" has the meaning assigned to such term in Section 7.03(d).

"Restructuring Transaction Consummation Date" has the meaning assigned to such term in the definition of "Pro Forma Compliance".

"Retiring Lender" means a Person that is a Retiring Revolving Credit Lender or a Retiring Term Lender.

"Retiring Lender Acknowledgement" means an acknowledgment, in form and substance satisfactory to the Administrative Agent, by a Retiring Lender that it will not be a Revolving Credit Lender or a Term Lender, as the case may be, under this Agreement.

"Retiring Revolving Credit Lender" means a Person with a Revolving Credit Commitment under (and as defined in) the Existing Credit Agreement that is not a Revolving Credit Lender under this Agreement.

"Retiring Term Lender" means a Person with an outstanding Term Loan under (and as defined in) the Existing Credit Agreement that is not a Term Lender under this Agreement.

"Revolving Credit Availability Period" means the period from and including the Amendment Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Revolving Credit Commitments.

"Revolving Credit Borrowing" means any Borrowing comprised of Loans made pursuant to Section 2.01(a).

"Revolving Credit Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Credit Loans and to acquire participations in Letters of Credit hereunder, expressed as a Dollar amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (i) reduced from time to time pursuant to Section 2.07 and (ii) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Revolving Credit Commitment as of the Amendment Effective Date is set forth on Schedule 1, or, in the case of a Lender that assumes a Revolving Credit Commitment after the Amendment Effective Date, in the Assignment and Assumption pursuant to which such Lender shall have assumed such Revolving Credit Commitment. The initial aggregate amount of the Lenders' Revolving Credit Commitments as of the Amendment Effective Date is $750,000,000.

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Credit Loans and its LC Exposure at such time.

"Revolving Credit Dividend Amount" has the meaning assigned to such term in Section 6.08.

"Revolving Credit Lender" means a Lender with a Revolving Credit Commitment or, if the Revolving Credit Commitments have terminated or expired, a Lender with Revolving Credit Exposure.

"Revolving Credit Loan" means a Loan made pursuant to Section 2.01(a).

"S&P" means Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"Security Documents" means, collectively, the Primary Security Agreement, the Carried Interest Guarantee and Security Agreement, the Management Fee Guarantee and Security Agreement, the Obligor Existing UK Bank Account Security Agreement, the CIM Existing UK Bank Account Security Agreement, CIM US Bank Account Security Agreement, the Obligor 2010 UK Bank Account Security Agreement, the General Guarantee and Security Agreement and all other security documents delivered to the Administrative Agent or the Collateral Agent purporting to grant a Lien on any Property of any Credit Party to secure any of its obligations hereunder or under the other Loan Documents, any account control agreements delivered in connection therewith, the Confirmation and any intercreditor agreements entered into by the Credit Parties and the Collateral Agent in connection therewith.

"Securities Account" has the meaning assigned thereto in Article 8 of the NYUCC.

"Solvent" means, with respect to any Person, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability on a "claim", (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured and (iii) except as otherwise provided by applicable law, the amount of "contingent liabilities" at any time shall be the amount thereof which, in light of all the facts and circumstances existing at such time, can reasonably be expected to become actual or matured liabilities.

"Specified Hedging Agreement" means any Hedging Agreement (a) entered into by (i) any Obligor and (ii) the Administrative Agent, any Lender or any Affiliate of any Lender at the time such Hedging Agreement was entered into, as counterparty, for the purpose of hedging interest rate liabilities with respect to the Term Loans, and (b) that has been designated by the relevant Obligor, by notice to the Administrative Agent, as a Specified Hedging Agreement (each such relevant Obligor undertakes to promptly notify the Administrative Agent of such designation following the entering into of such Specified Hedging Agreement, *provided* that the failure to communicate such designation to the Administrative Agent shall not negate the validity or status of such Hedging Agreement as a Specified Hedging Agreement). The designation of any Hedging Agreement as a Specified Hedging Agreement shall not create in favor of the Administrative Agent, Lender or affiliate thereof that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Credit Party under the Security Documents.

"Specified IPO" means the Qualified IPO that is consummated on the terms and conditions described in the Specified IPO S-1.

"Specified IPO Date" means the first day upon which the Specified IPO shall have been consummated.

"Specified IPO S-1" means the draft registration statement of The Carlyle Group, L.P. on Form S-1 filed with the Securities and Exchange Commission on September 6, 2011, as amended, supplemented or otherwise modified from time to time, *provided* that any such amendment, supplement or modification that, when taken as a whole, could reasonably be expected to have a Material Adverse Effect shall be reasonably acceptable to the Administrative Agent.

"Statutory Reserve Rate" means, for the Interest Period for any Eurocurrency Borrowing, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one *minus* the arithmetic mean, taken over each day in such Interest Period, of the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to Regulation D of the Board. Eurocurrency Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D of the Board or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Sterling" or "£" refers to the lawful currency of the United Kingdom.

"Subject Parties" means, collectively, the Credit Parties, the Material Subsidiaries, the Pledged Fund Entities, any Material Fund Entity and, if one or more Bankruptcy Events of Default have occurred with respect to Fund Entities (excluding any Excluded Fund Entity) having individually or in the aggregate an aggregate amount of assets under management as of the relevant date of determination exceeding 5% of the aggregate amount of assets under management as of the relevant date of determination for all Fund Entities, any Fund Entity.

"Subject Permitted Acquisition Equity Repurchase" means any Permitted Acquisition Equity Repurchase that results in a Non-Controlled Acquired Entity becoming a "Subsidiary" of an Obligor (such Non-Controlled Acquired Entity, upon the consummation of such Permitted Acquisition Equity Repurchase, a "New Controlled Entity").

"Subject Target Entities" means, with respect to any Permitted Acquisition, collectively, the Target Entity, each direct and indirect owner of the Target Entity Controlled by any Obligor and each Person Controlled by the Target Entity.

"Subordinated Indebtedness" means Indebtedness of (i) the Obligors incurred pursuant to Section 7.01(n) and (ii) the Subsidiaries of the Obligors incurred pursuant to Section 7.01(e)(i), in each case that is subordinated in writing in right of payment to the obligations of the Credit Parties under this Agreement and the other Loan Documents pursuant to the Subordination Terms.

"Subordination Terms" means the subordination terms and conditions contained in Exhibit H.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or

one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent, *provided* that "Subsidiary" shall not include any Fund Entity and any Subsidiary of any Fund Entity.

"Subsidiary Guarantors" means the Management Fee Guarantors, the Carried Interest Guarantors and any General Guarantors.

"Substitute Basis" has the meaning assigned to such term in Section 2.13.

"Target" has the meaning assigned to such term in the definition of "Permitted Acquisition".

"Target Entity" means the Person that is the subject of a proposed Permitted Acquisition.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term", when used in reference to any Loan or Borrowing, refers to whether the Class of such Loan or Borrowing is Term, as opposed to Revolving Credit.

"Term Lender" means a Lender with an outstanding Term Loan. Each Term Lender shall have outstanding Term Loans as of the Amendment Effective Date in the amount set forth for such Term Lender on Schedule 1.

"Term Loan" means a Loan made or deemed made pursuant to Section 2.01(b). The initial aggregate amount of the Term Loans as of the Amendment Effective Date is $500,000,000.

"Test Date" has the meaning assigned to such term in Section 2.08(a).

"Total Indebtedness" means, at any time, the aggregate outstanding amount of (i) Indebtedness of the type described in clauses (a), (b), (g), (h) and (i) of the definition of "Indebtedness", and any Guarantees of such Indebtedness and (ii) all obligations in respect of any earn-out obligation or other contingent obligation that becomes a liability on the balance sheet of such Person in accordance with GAAP or becomes fixed, and any Guarantees of such obligations, in each case of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) at such time. Notwithstanding the last sentence of the definition of "Guarantee", for purposes of determining the aggregate outstanding amount of any Indebtedness contemplated by this definition, the amount of any Guarantee shall be deemed to equal the aggregate outstanding principal amount of the Indebtedness that is guaranteed by such Guarantee.

"Total Indebtedness Ratio" means, at any time, the ratio of (a) Total Indebtedness at such time *to* (b) EBITDA for the period of four consecutive fiscal quarters ending at such time or the most recently ended prior to such time.

"Total Senior Indebtedness" means, at any time, an amount equal to Total Indebtedness at such time, but excluding the portion of Indebtedness constituting Subordinated Indebtedness that matures, comes due or is required to be repaid, prepaid or terminated on or after the date that is six months after the Maturity Date.

"Total Senior Indebtedness Ratio" means, at any time, the ratio of (a) Total Senior Indebtedness at such time *to* (b) EBITDA for the period of four consecutive fiscal quarters ending at such time or the most recently ended prior to such time.

"Transactions" means the execution, delivery and performance by each Credit Party of this Agreement and the other Loan Documents to which such Obligor is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"UK Bank Account Collateral" means, collectively, the Obligor Existing UK Bank Account Collateral, the CIM Existing UK Bank Account Collateral and the Obligor 2010 UK Bank Account Collateral.

"UK Bank Account Security Documents" means, collectively, the Obligor Existing UK Bank Account Security Agreement, the CIM Existing UK Bank Account Security Agreement and the Obligor 2010 UK Bank Account Security Agreement.

"U.S. Lender" has the meaning assigned to such term in Section 2.16(f).

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Obligor or the Administrative Agent.

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.03 Accounting Terms; GAAP.

(a) Subject to paragraphs (b) and (c) of this Section, and except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP as in effect from time to time; *provided* that if the Borrowers notify the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the Amendment Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrowers that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become

effective until such notice shall have been withdrawn or such provision amended in accordance herewith; *provided further* that, for the avoidance of doubt, notwithstanding anything herein to the contrary, a change in accounting treatment of Global Partners' compensation which is permissible under GAAP shall not be deemed to be a change in GAAP or the application thereof for the purposes of this Agreement, and any such change shall not require further action of the Borrowers, Required Lenders or Administrative Agent hereunder.

(b) All measurements or calculations of Indebtedness used in determining compliance with any covenant, condition or agreement contained in Article VII shall be made excluding the effect of Financial Accounting Standard No. 159.

(c) No effect shall be given to any change in GAAP arising out of a change described in (i) the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010 or a substantially similar pronouncement, or (ii) Revenue Recognition ASU Topic 605 issued on June 24, 2010 or a substantially similar pronouncement.

SECTION 1.04 Currencies; Currency Equivalents. At any time, any reference in the definition of the term "Agreed Foreign Currency" or in any other provision of this Agreement to the Currency of any particular nation means the lawful currency of such nation at such time whether or not the name of such Currency is the same as it was on the Amendment Effective Date. Except as provided in Section 2.09(b) and the last sentence of Section 2.17(a), for purposes of determining (i) whether the amount of any Borrowing or Letter of Credit, together with all other Borrowings and Letters of Credit then outstanding or to be borrowed at the same time as such Borrowing, would exceed the aggregate amount of the Revolving Credit Commitments, (ii) the aggregate unutilized amount of the Revolving Credit Commitments and (iii) the outstanding aggregate principal amount of Borrowings and LC Exposure, the outstanding principal amount of any Borrowing or Letter of Credit that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount of the Foreign Currency of such Borrowing or Letter of Credit determined as of the date of such Borrowing (determined in accordance with the last sentence of the definition of the term "Interest Period") or Letter of Credit. Wherever in this Agreement in connection with a Borrowing, Loan or Letter of Credit an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in a Foreign Currency, such amount shall be the relevant Foreign Currency Equivalent of such Dollar amount (rounded to the nearest 1,000 units of such Foreign Currency).

SECTION 1.05 Effect of Amendment and Restatement. On the Amendment Effective Date, the Existing Credit Agreement shall be amended and restated in its entirety in the form hereof. The parties hereto acknowledge and agree that (i) this Agreement and the other Loan Documents, whether executed and delivered in connection herewith or otherwise, do not constitute a novation, payment and reborrowing or termination of the obligations under the Existing Credit Agreement as in effect immediately prior to the Amendment Effective Date, which remain outstanding (as amended and restated hereby), and (ii) such obligations (including, without limitation, the obligations set forth in Section 10.21 of the Existing Credit Agreement) are in all respects continuing (as amended and restated hereby).

ARTICLE II
THE CREDITS

SECTION 2.01 Revolving Credit Loans and Term Loans.

(a) Revolving Credit Loans. Subject to the terms and conditions set forth herein, each Revolving Credit Lender agrees to make Revolving Credit Loans in Dollars or in any Agreed Foreign Currency to the Borrowers from time to time during the Revolving Credit Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure

exceeding such Lender's Revolving Credit Commitment or (ii) the total Revolving Credit Exposures exceeding the total Revolving Credit Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Credit Loans.

If any Revolving Credit Loans or Letters of Credit shall be outstanding immediately prior to the Amendment Effective Date, the Borrowers shall borrow Revolving Credit Loans from the Revolving Credit Lenders, and the Revolving Credit Lenders shall make Revolving Credit Loans to the Borrowers (in the case of Eurocurrency Revolving Credit Loans, with Interest Periods commencing on the Amendment Effective Date and ending on the date as shall have been previously notified to the Lenders in connection therewith) and shall be deemed to have acquired participations of the Revolving Credit Lenders in any Letters of Credit that are outstanding immediately prior to the Amendment Effective Date, and (notwithstanding the provisions of Section 2.17 requiring that borrowings and prepayments be made ratably in accordance with the principal amounts of the Revolving Credit Loans held by the Revolving Credit Lenders) the Borrowers shall repay in full the principal of and interest on all of the Revolving Credit Loans made by the Retiring Revolving Credit Lenders to the Borrowers hereunder (together with any other amounts payable hereunder to such Retiring Revolving Credit Lender in connection with their respective "Revolving Credit Commitments" under (and as defined in) the Existing Credit Agreement) and to the extent necessary shall repay the principal of the Revolving Credit Loans made by the Revolving Credit Lenders to the Borrowers, in each case together with any amounts owing pursuant to Section 2.15 as a result of such payment, so that after giving effect to such Revolving Credit Loans, purchases and prepayments, the Revolving Credit Loans and LC Exposure in respect of all outstanding Letters of Credit shall be held by the Revolving Credit Lenders ratably in accordance with the respective amounts of their Revolving Credit Commitments as of the Amendment Effective Date as specified on Schedule 1 and, in that connection, the Issuing Banks shall be deemed to have released the Retiring Revolving Credit Lenders on such date to the extent of the respective purchases by the Revolving Credit Lenders. To effect the foregoing payments, the related transfers of funds shall be netted to the extent necessary to minimize the actual flows of funds between the relevant parties. Upon the satisfaction of the foregoing, each Retiring Revolving Credit Lender shall cease to be, and shall cease to have any of the rights and obligations of, a "Revolving Credit Lender" under this Agreement.

(b) Term Loans. With respect to the Term Loans outstanding immediately prior to the Amendment Effective Date, the Borrowers shall borrow Term Loans from the Term Lenders, and the Term Lenders shall make Term Loans to the Borrowers (in the case of Eurocurrency Term Loans, with Interest Periods commencing on the Amendment Effective Date and ending on the date as shall have been previously notified to the Lenders in connection therewith), and (notwithstanding the provisions of Section 2.17 requiring that borrowings and prepayments be made ratably in accordance with the principal amounts of the Term Loans held by the Term Lenders) the Borrowers shall repay in full the principal of and interest on all of the Term Loans made by the Retiring Term Lenders to the Borrowers hereunder (together with any other amounts payable hereunder to such Retiring Term Lender in connection with their respective "Term Loans" under (and as defined in) the Existing Credit Agreement) and to the extent necessary shall repay the principal of the Term Loans made by the Term Lenders to the Borrowers, in each case together with any amounts owing pursuant to Section 2.15 as a result of such payment, so that after giving effect to such Term Loans and prepayments, the Term Loans shall be held by the Term Lenders in the amounts set forth on Schedule 1. To effect the foregoing payments, the related transfers of funds shall be netted to the extent necessary to minimize the actual flows of funds between the relevant parties. Upon the satisfaction of the foregoing, each Retiring Term Lender shall cease to be, and shall cease to have any of the rights and obligations of, a "Term Lender" under this Agreement.

SECTION 2.02 Loans and Borrowings.

(a) Obligations of Lenders. Each Revolving Credit Loan shall be made as part of a Borrowing consisting of Revolving Loans of the same Type and Currency made by the Revolving Credit Lenders ratably in accordance with their respective Revolving Credit Commitments. The failure of any

Revolving Credit Lender to make any Revolving Credit Loan required to be made by it shall not relieve any other Revolving Credit Lender of its obligations hereunder; *provided* that the Revolving Credit Commitments of the Revolving Credit Lenders are several and no Revolving Credit Lender shall be responsible for any other Revolving Credit Lender's failure to make Revolving Credit Loans as required.

(b) Type of Loans. Subject to Section 2.12, each Borrowing shall be comprised entirely of ABR Loans or of Eurocurrency Loans denominated in a single Currency as the Borrowers may request in accordance herewith. Each ABR Loan shall be denominated in Dollars. Each Revolving Credit Lender at its option may make any Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Revolving Credit Lender to make such Revolving Credit Loan; *provided* that any exercise of such option shall not affect the obligation of the Borrowers to repay such Revolving Credit Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. Each Eurocurrency Borrowing shall be in an aggregate amount of $10,000,000 or a whole multiple of $1,000,000 in excess thereof. Each ABR Borrowing shall be in an aggregate amount equal to $5,000,000 or a whole multiple of $1,000,000 in excess thereof; *provided* that a Revolving Credit ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Credit Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(f). Borrowings of more than one Class, Type and Currency may be outstanding at the same time; *provided* that there shall not at any time be more than a total of fourteen Eurocurrency Borrowings outstanding.

(d) Limitations on Interest Periods. Notwithstanding any other provision of this Agreement, the Borrowers shall not be entitled to request (or to elect to convert to or continue as a Eurocurrency Borrowing):

(i) any Revolving Credit Borrowing if the Interest Period requested therefor would end after the Maturity Date; or

(ii) any Term Borrowing if the Interest Period requested therefor would end after the Maturity Date.

SECTION 2.03 Requests for Borrowings.

(a) Notice by the Borrowers. To request a Borrowing, the Borrowers shall notify the Administrative Agent of such request by telephone (i) in the case of a Eurocurrency Borrowing denominated in Dollars, not later than 10:00 a.m., New York City time, two Business Days before the date of the proposed Borrowing, (ii) in the case of a Eurocurrency Borrowing denominated in a Foreign Currency, not later than 10:00 a.m., London time, four Business Days before the date of the proposed Borrowing, or (iii) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrowers.

(b) Content of Borrowing Requests. Each telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) whether the requested Borrowing is to be a Revolving Credit Borrowing or a Term Loan Borrowing;

(ii) the aggregate amount and, in the case of a Revolving Credit Borrowing, the Currency of the requested Borrowing;

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) in the case of a Term Borrowing or of a Revolving Credit Borrowing denominated in Dollars, whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(v) in the case of a Eurocurrency Borrowing, the Interest Period therefor, which shall be a period contemplated by the definition of the term "Interest Period" and permitted under Section 2.02(d);

(vi) the identity of the Borrower that is to receive the proceeds of such Borrowing; and

(vii) the location and number of the applicable Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.05.

(c) Notice by the Administrative Agent to the Lenders. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

(d) Failure to Elect. If no election as to the Currency of a Revolving Credit Borrowing is specified, then the requested Revolving Credit Borrowing shall be denominated in Dollars. If no election as to the Type of a Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing unless such Borrowing is a Revolving Credit Borrowing as to which an Agreed Foreign Currency has been specified, in which case the requested Revolving Credit Borrowing shall be a Eurocurrency Borrowing denominated in such Agreed Foreign Currency. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

SECTION 2.04 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, in addition to the Loans provided for in Section 2.01, the Borrowers may request any Issuing Bank to issue, at any time and from time to time during the Revolving Credit Availability Period, Letters of Credit denominated in Dollars or any Agreed Foreign Currency for the account of a Borrower or a Subsidiary of a Borrower in such form as is acceptable to such Issuing Bank in its reasonable determination. Letters of Credit issued hereunder shall constitute utilization of the Revolving Credit Commitments.

(b) Notice of Issuance, Amendment, Renewal or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrowers shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the respective Issuing Bank) to an Issuing Bank selected by them with a copy to the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (d) of this Section), the amount and Currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the respective Issuing Bank, the Borrowers also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement

submitted by the Borrowers to, or entered into by the Borrowers with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(c) Limitations on Amounts. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the total LC Exposures shall not exceed $150,000,000 and (ii) the total Revolving Credit Exposures shall not exceed the total Revolving Credit Commitments.

(d) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date twelve months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, twelve months after the then-current expiration date of such Letter of Credit) and (ii) the date that is three Business Days prior to the Maturity Date.

(e) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) by any Issuing Bank, and without any further action on the part of such Issuing Bank or the Revolving Credit Lenders, such Issuing Bank hereby grants to each Revolving Credit Lender, and each Revolving Credit Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Credit Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Credit Commitments.

In consideration and in furtherance of the foregoing, each Revolving Credit Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent in Dollars, for account of the respective Issuing Bank, such Revolving Credit Lender's Applicable Percentage of the Dollar Equivalent of each LC Disbursement made by an Issuing Bank promptly upon the request of such Issuing Bank at any time from the time of such LC Disbursement until such LC Disbursement is reimbursed by the Borrowers or at any time after any reimbursement payment is required to be refunded to the Borrowers for any reason. Such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each such payment shall be made in the same manner as provided in Section 2.05 with respect to Revolving Credit Loans made by such Revolving Credit Lender (and Section 2.05 shall apply, *mutatis mutandis*, to the payment obligations of the Revolving Credit Lenders), and the Administrative Agent shall promptly pay to the respective Issuing Bank the amounts so received by it from the Revolving Credit Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to the next following paragraph, the Administrative Agent shall distribute such payment to the respective Issuing Bank or, to the extent that the Revolving Credit Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Credit Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Credit Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement shall not constitute a Revolving Credit Loan and shall not relieve the Borrowers of their obligations to reimburse such LC Disbursement.

(f) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse such Issuing Bank in respect of such LC Disbursement by paying to the Administrative Agent an amount equal to the Dollar Equivalent of such LC Disbursement not later than 12:00 noon, New York City time, on the Business Day immediately following the day that any Borrower receives such notice; *provided* that the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with a Revolving Credit ABR Borrowing in the Dollar Equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the

resulting Revolving Credit ABR Borrowing. If the Borrowers fail to make such payment when due, the Administrative Agent shall notify each Revolving Credit Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Revolving Credit Lender's Applicable Percentage thereof.

(g) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (f) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the respective Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder, except in each case for errors or omissions resulting from the gross negligence or willful misconduct of such Issuing Bank or its employees or agents.

No Issuing Bank shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit by the respective Issuing Bank or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the respective Issuing Bank, except in each case for errors or omissions resulting from the gross negligence or willful misconduct of such Issuing Bank or its employees or agents; *provided* that the foregoing shall not be construed to excuse an Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by the Borrowers that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank, any action taken or omitted by any Issuing Bank under or in connection with any Letter of Credit or the related drafts or documents, if done in accordance with the standard of care specified in the NYUCC, shall be binding on the Borrowers and shall not result in any liability of such Issuing Bank to the Borrowers.

(h) Disbursement Procedures. The Issuing Bank for any Letter of Credit shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. Such Issuing Bank shall promptly after such examination notify the Administrative Agent and the Borrowers by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; *provided* that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligations to reimburse such Issuing Bank and the Revolving Credit Lenders with respect to any such LC Disbursement.

(i) Interim Interest. If the Issuing Bank for any Letter of Credit shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate per annum then applicable to ABR Loans; *provided* that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (f) of this Section, then the rate

specified in Section 2.11(c) shall apply on each such past-due day. Interest accrued pursuant to this paragraph shall be for account of such Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Credit Lender pursuant to paragraph (f) of this Section to reimburse such Issuing Bank shall be for account of such Revolving Credit Lender to the extent of such payment.

(j) Replacement of an Issuing Bank. Any Issuing Bank may be replaced at any time at the designation of the Borrowers and the consent of the successor Issuing Bank (with notice to the Administrative Agent). The Administrative Agent shall notify the Revolving Credit Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for account of the replaced Issuing Bank pursuant to Section 2.10(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to include such successor or any previous Issuing Bank, or such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(k) Cash Collateralization. If either (i) the Loans shall have been accelerated pursuant to Section 8.01 (an "Acceleration Event") or (ii) the Borrowers shall be required to provide cover for LC Exposure pursuant to Section 2.09(b) or Section 2.19(d)(ii), the Borrowers shall immediately deposit into an account designated by the Administrative Agent an amount in Dollars in cash equal to, in the case of an Acceleration Event, the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit as of such date and, in the case of cover pursuant to Section 2.09(b), the amount required under Section 2.09(b), as the case may be. The Borrowers shall not at any time thereafter permit the amount of such deposit to be less than the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit at such time. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent in Permitted Investments and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, with the consent of Revolving Credit Lenders with LC Exposure representing more than 50% of the total LC Exposure, be applied to satisfy other obligations of the Borrowers under this Agreement.

SECTION 2.05 Funding of Borrowings

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Local Time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrowers by promptly crediting the amounts so received, in like funds, to an account of the Borrowers designated by the Borrowers in the applicable Borrowing Request; *provided* that Revolving Credit ABR Borrowings made to finance the reimbursement of an LC Disbursement as provided in Section 2.04(f) shall be remitted by the Administrative Agent to the respective Issuing Bank.

(b) Presumption by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date (or, in the case of any ABR Borrowing, prior to 10:00 a.m., New York City time, on the date such ABR

Borrowing is to be made) of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrowers, the interest rate applicable to ABR Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

SECTION 2.06 Interest Elections.

(a) Elections by the Borrowers. The Loans comprising each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Borrowing (other than any Eurocurrency Borrowing made pursuant to Section 2.01(a) or Section 2.01(b)), shall have the Interest Period specified in such Borrowing Request. Thereafter, the Borrowers may elect to convert such Borrowing to a Borrowing of a different Type or to continue such Borrowing as a Borrowing of the same Type and, in the case of a Eurocurrency Borrowing, may elect the Interest Period therefor, all as provided in this Section; *provided* that (i) a Borrowing denominated in one Currency may not be continued as, or converted to, a Borrowing in a different Currency, (ii) no Eurocurrency Borrowing denominated in a Foreign Currency may be continued if, after giving effect thereto, the aggregate Revolving Credit Exposures would exceed the aggregate Revolving Credit Commitments, (iii) a Eurocurrency Borrowing denominated in a Foreign Currency may not be converted to a Borrowing of a different Type and (iv) the Borrowers may at any time during the pendency of an Interest Period for any Eurocurrency Loan provide an Interest Election Request hereunder to select a new Interest Period for such Eurocurrency Loan, the applicable LIBO Rate for such Eurocurrency Loan to be effective on the Business Day specified in such request, which effective date shall be not less than the second Business Day following such request (and such request shall otherwise be given in accordance with, and comply with the requirements, if applicable, of, paragraph (c) below), in which case the relevant Lenders shall be entitled to receive amounts payable under Section 2.15 as if such Lenders had received a prepayment of such Loan on such effective date. The Borrowers may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) Notice of Elections. To make an election pursuant to this Section, the Borrowers shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrowers.

(c) Content of Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether, in the case of a Borrowing denominated in Dollars, the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period therefor after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period" and permitted under Section 2.02(d).

(d) Notice by the Administrative Agent to the Lenders. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Failure to Elect; Events of Default. If the Borrowers fail to deliver a timely and complete Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period therefor, then, unless such Eurocurrency Borrowing is repaid as provided herein, the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent or the Required Lenders so notifies the Borrowers, then, so long as an Event of Default is continuing (A) no outstanding Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Borrowing, (B) unless repaid, each Eurocurrency Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period therefor and (C) no outstanding Eurocurrency Borrowing denominated in a Foreign Currency may have an Interest Period of more than one month's duration.

SECTION 2.07 Termination and Reduction of the Revolving Credit Commitments.

(a) Scheduled Termination. Unless previously terminated, the Revolving Credit Commitments shall terminate on the Maturity Date.

(b) Voluntary Termination or Reduction. The Borrowers may at any time terminate, or from time to time reduce, the Revolving Credit Commitments; *provided* that (i) each partial reduction of the Revolving Credit Commitments pursuant to this Section shall be in an amount that is $5,000,000 or a whole multiple of $1,000,000 in excess thereof and (ii) the Borrowers shall not terminate or reduce the Revolving Credit Commitments if, after giving effect to any concurrent prepayment of the Revolving Credit Loans in accordance with Section 2.09, the total Revolving Credit Exposures would exceed the total Revolving Credit Commitments.

(c) Notice of Voluntary Termination or Reduction. The Borrowers shall notify the Administrative Agent of any election to terminate or reduce the Revolving Credit Commitments under paragraph (b) of this Section at least two Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrowers pursuant to this Section shall be irrevocable; *provided* that a notice of termination of the Revolving Credit Commitments delivered

by the Borrowers may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrowers (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(d) Effect of Termination or Reduction. Any termination or reduction of the Revolving Credit Commitments shall be permanent. Subject to Section 2.19(h), each reduction of the Revolving Credit Commitments shall be made ratably among the Revolving Credit Lenders in accordance with their respective Revolving Credit Commitments.

SECTION 2.08 Repayment of Loans; Evidence of Debt.

(a) Repayment. The Borrowers hereby unconditionally promise to pay the Loans as follows:

(i) to the Administrative Agent for account of the Revolving Credit Lenders the outstanding principal amount of the Revolving Credit Loans on the Maturity Date,

(ii) to the Administrative Agent for account of the Term Lenders the outstanding principal amount of the Term Loans on each Principal Payment Date falling in the month and year set forth below in the aggregate principal amount equal to (A) the percentage set forth opposite such Principal Payment Date *multiplied by* (B) the aggregate outstanding principal amount of the Term Loans as of the Amendment Effective Date, subject to adjustment pursuant to paragraph (b) of this Section:

Principal Payment Date	Percentage
September, 2014	7.50%
December, 2014	7.50%
March, 2015	8.75%
June, 2015	8.75%
September, 2015	8.75%
December, 2015	8.75%
March, 2016	12.5%
June, 2016	12.5%
September, 2016	12.5%
Maturity Date	12.5%

(iii) to the extent any Term Loan remains outstanding on the Maturity Date, to the Administrative Agent for account of the applicable Term Lenders the outstanding principal amount of the Term Loans on the Maturity Date.

In addition to the foregoing, if any Obligor incurs any Subordinated Indebtedness that requires pursuant to the terms thereof a redemption or principal repayment with respect to such Subordinated Indebtedness prior to the date that is six months after the Maturity Date in an aggregate principal amount for all such redemptions and repayments exceeding $250,000,000 (the first date on which the aggregate principal amount of all such redemptions and repayments made on or prior to such date shall exceed $250,000,000, the "Test Date"), then on the date of the incurrence of such Subordinated Indebtedness:

(A) the Maturity Date shall be brought forward such that the Maturity Date shall occur on the date (the "Accelerated Maturity Date") that is six months prior to the Test Date; and

(B) the amortization schedule for the Term Loans contained in paragraph (a)(ii) of this Section shall be adjusted by adding to the aggregate principal amount of Term Loans required to be repaid on the Accelerated Maturity Date an amount equal to the aggregate principal amount of Term Loans scheduled to be repaid after the Accelerated Maturity Date (as determined before the incurrence of such Subordinated Indebtedness).

(b) Adjustment of Amortization Schedule. Any prepayment of the Term Loans shall be applied to reduce the subsequent scheduled repayments of the Term Loans to be made pursuant to this Section in accordance with Section 2.09.

(c) Manner of Payment. Prior to any repayment or prepayment of any Borrowings of any Class hereunder, and subject (in the case of a prepayment) to any applicable provisions of Section 2.09, the Borrowers shall select the Borrowing or Borrowings of the applicable Class to be paid and shall notify the Administrative Agent by telephone (confirmed by telecopy) of such selection not later than 10:00 a.m., New York City time, two Business Days before (or, in the case of ABR Borrowings, the same Business Day of) the scheduled date of such repayment; *provided* that each repayment of Borrowings of any Class shall be applied to repay any outstanding ABR Borrowings of such Class before any other Borrowings of such Class. If the Borrowers fail to make a timely selection of the Borrowing or Borrowings to be repaid or prepaid, such payment shall be applied, first, to pay any outstanding ABR Borrowings of the applicable Class and, second, to other Borrowings of such Class in the order of the remaining duration of their respective Interest Periods (the Borrowing with the shortest remaining Interest Period to be repaid first). Each payment of a Borrowing shall be applied ratably to the Loans included in such Borrowing.

(d) Maintenance of Records by Lenders. Each Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts and Currency of principal and interest payable and paid to such Lender from time to time hereunder.

(e) Maintenance of Records by the Administrative Agent. The Administrative Agent shall maintain records in which it shall record (i) the amount and Currency of each Loan made hereunder, the Class and Type thereof and each Interest Period therefor, (ii) the amount and Currency of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount and Currency of any sum received by the Administrative Agent hereunder for account of the Lenders and each Lender's share thereof.

(f) Effect of Entries. The entries made in the records maintained pursuant to paragraph (d) or (e) of this Section shall be presumptively correct evidence of the existence and amounts of the obligations recorded therein absent manifest error; *provided* that the failure of any Lender or the Administrative Agent to maintain such records or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(g) Promissory Notes. Any Lender may request that Loans of any Class made by it be evidenced by a promissory note, which promissory note shall (i) in the case of any Revolving Credit Loan, be substantially in the form of Exhibit F and (ii) in the case of any Term Loan, be substantially in the form of Exhibit G. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.09 Prepayment of Loans.

(a) Optional Prepayments. The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty, subject to the requirements of this Section. Any prepayment of the Term Loans pursuant to this paragraph shall be applied to the installments thereof in the manner directed by the Borrowers.

(b) Mandatory Prepayments—Revolving Credit Loans—Foreign Currency Valuations. On each Quarterly Date prior to the Maturity Date, the Administrative Agent shall determine the aggregate Revolving Credit Exposure. For the purpose of this determination, the outstanding principal amount of any Loan that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount in the Foreign Currency of such Loan, determined as of such Quarterly Date. If on the date of such determination the aggregate Revolving Credit Exposure exceeds the sum of (i) 105% of the aggregate amount of the Revolving Credit Commitments as then in effect *plus* (ii) the amount then on deposit in the account contemplated by Section 2.04(k), the Administrative Agent shall promptly notify the Lenders and the Borrowers thereof and the Borrowers shall, within five Business Days after their receipt of such notice, prepay the Revolving Credit Loans (and/or provide cover for LC Exposure as specified in Section 2.04(k)) in such amounts as shall be sufficient to eliminate such excess.

(c) Notices, Etc. The Borrowers shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurocurrency Borrowing, not later than 10:00 a.m., New York City time (or, in the case of a Borrowing denominated in a Foreign Currency, 11:00 a.m., London time), two Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; *provided* that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Credit Commitments as contemplated by Section 2.07, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.07. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the relevant Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.11 and all other amounts payable under this Agreement, including under Section 2.15. Amounts prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.10 Fees.

(a) Commitment Fees. The Borrowers agree to pay to the Administrative Agent for account of each Lender a commitment fee, which shall accrue on the average daily unused amount of the Revolving Credit Commitment of such Lender during the period from and including the Amendment Effective Date to but excluding the date such Revolving Credit Commitment terminates at a rate per annum equal to the Applicable Rate. Accrued commitment fees shall be payable in arrears on each Quarterly Date and on the date the Revolving Credit Commitments terminate, commencing on December 31, 2011. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees with respect to the Revolving Credit Commitments, the Revolving Credit Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Credit Loans and LC Exposure of such Lender.

(b) Letter of Credit Fees. The Borrowers agree to pay (i) to the respective Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Amendment Effective Date to but excluding the later of the date of termination of the Revolving Credit Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder, and (ii) to the Administrative Agent for account of each Revolving Credit Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Amendment Effective Date to but excluding the later of the date on which such Lender's Revolving Credit Commitment terminates and the date on which such Lender ceases to have any LC Exposure at a rate per annum equal to (i) the Applicable Rate applicable to interest on Revolving Credit Eurocurrency Loans *minus* (ii) the fronting fee referred to in clause (i) above. Participation fees and fronting fees accrued through and including each Quarterly Date shall be payable on the third Business Day following such Quarterly Date, commencing on December 31, 2011; *provided* that all such fees shall be payable on the date on which the Revolving Credit Commitments terminate and any such fees accruing after the date on which the Revolving Credit Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within 10 Business Days after receipt of a reasonably detailed written invoice therefor. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent.

(d) Payment of Fees. All fees payable hereunder shall be paid on the dates due, in Dollars and immediately available funds, to the Administrative Agent (or to the respective Issuing Bank, in the case of fees payable to it) for distribution, in the case of facility fees and participation fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

SECTION 2.11 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate *plus* the Applicable Rate.

(b) Eurocurrency Loans. The Loans comprising each Eurocurrency Borrowing shall bear interest at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period for such Borrowing *plus* the Applicable Rate.

(c) Default Interest. Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrowers hereunder is not paid when due, whether at stated maturity, upon acceleration, by mandatory prepayment or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% *plus* the rate otherwise applicable to such Loan as provided above or (ii) in the case of any other amount, 2% *plus* the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(d) Payment of Interest. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Credit Loans, upon termination of the Revolving Credit Commitments; *provided* that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable from time to time on demand, (ii) in the event of any

repayment or prepayment of any Loan (other than a prepayment of a Revolving Credit ABR Loan prior to the Maturity Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Borrowing denominated in Dollars prior to the end of the Interest Period therefor, accrued interest on such Borrowing shall be payable on the effective date of such conversion.

(e) Computation. All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent, and such determination shall be presumptively correct absent manifest error. The Administrative Agent shall, at the request of the Borrowers, deliver to the Borrowers a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.11(a) and Section 2.11(b).

SECTION 2.12 Alternate Rate of Interest. If prior to the first day of any Interest Period for any Eurocurrency Loan (the Currency of such Loan herein called the "Affected Currency"):

(a) the Administrative Agent shall have determined (which determination shall be presumptively correct absent manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for the Affected Currency for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders in respect of the relevant Facility that by reason of any changes arising after the Amendment Effective Date the Adjusted LIBO Rate for the Affected Currency determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

then the Administrative Agent shall give telecopy notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given, (i) if the Affected Currency is Dollars (x) any Eurocurrency Loans denominated in Dollars under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans denominated in Dollars under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurocurrency Loans shall be continued as ABR Loans and (z) any outstanding Eurocurrency Loans denominated in Dollars under the relevant Facility shall be converted, on the last day of the then-current Interest Period with respect thereto, to ABR Loans or (ii) if the Affected Currency is an Agreed Foreign Currency, the request for any Eurocurrency Loans under the relevant Facility to be made on the first day of such Interest Period shall be ineffective. Until such notice has been withdrawn by the Administrative Agent (which action the Administrative Agent will take promptly after the conditions giving rise to such notice no longer exist), no further Eurocurrency Loans under the relevant Facility shall be made or continued as such, nor shall the Borrowers have the right to convert Loans under the relevant Facility to Eurocurrency Loans. If the Borrowers are not permitted to continue a Eurocurrency Loan which is denominated in a Foreign Currency pursuant to this Section, such Eurocurrency Loan shall automatically be redenominated in Dollars on the last day of the applicable Interest Period in an amount equal to the Dollar Equivalent thereof.

SECTION 2.13 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof, in each case, first made after the Amendment Effective Date, shall make it unlawful for any Lender to make or maintain Eurocurrency Loans as contemplated by this Agreement, such Lender shall promptly give notice thereof (a "Rate Determination Notice") to the Administrative Agent and the Borrowers, and (a) the commitment

of such Lender hereunder to make Eurocurrency Loans, continue Eurocurrency Loans as such and convert ABR Loans to Eurocurrency Loans shall be suspended during the period of such illegality, (b) such Lender's Loans then outstanding as Eurocurrency Loans denominated in Dollars, if any, shall be converted automatically to ABR Loans denominated in Dollars on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law and (c) (i) such Lender's Loans then outstanding as Eurocurrency Loans denominated in any Agreed Foreign Currency, if any, shall be converted automatically on the respective last days of the then current Interest Periods with respect to such Loans (an "Affected Interest Period") to Eurocurrency Loans denominated in such Agreed Foreign Currency having the next shortest Interest Period which is not affected by such adoption of or change in any Requirement of Law and (ii) if all Interest Periods are Affected Interest Periods in respect of such Eurocurrency Loans denominated in any Agreed Foreign Currency, during the 30-day period following any such Rate Determination Notice (the "Negotiation Period") the Administrative Agent and the Borrowers shall negotiate in good faith with a view to agreeing upon a substitute interest rate basis which shall reflect the cost to the applicable Lenders of funding such Loans from alternative sources (a "Substitute Basis"), and if such Substitute Basis is so agreed upon during the Negotiation Period, such Substitute Basis shall apply in lieu of the Adjusted LIBO Rate to all Interest Periods for the Eurocurrency Loans denominated in such Agreed Foreign Currency of the applicable Lenders commencing on or after the first day of an Affected Interest Period, until the circumstances giving rise to such Rate Determination Notice have ceased to apply. If a Substitute Basis is not agreed upon during the Negotiation Period, each affected Lender shall determine (and shall certify from time to time in a certificate delivered by such Lender to the Administrative Agent setting forth in reasonable detail the basis of the computation of such amount) the rate basis reflecting the cost to such Lender of funding its Eurocurrency Loan denominated in such Agreed Foreign Currency for any Interest Period commencing on or after the first day of an Affected Interest Period, until the circumstances giving rise to such Rate Determination Notice have ceased to apply, and such rate basis shall be presumptively correct, absent manifest error, and shall apply in lieu of the Adjusted LIBO Rate for the relevant Interest Periods. If a Rate Determination Notice has been given, then until such Rate Determination Notice has been withdrawn by the Administrative Agent, no Eurocurrency Loans of the applicable Lenders denominated in such Agreed Foreign Currency shall have an Interest Period having a duration equal to an Affected Interest Period. The Borrowers may elect to prepay the Eurocurrency Loans denominated in such Agreed Foreign Currency of the applicable Lenders pursuant to Section 2.09(a) at any time; *provided* that if the Borrowers elect not to prepay such Eurocurrency Loans and the Borrowers are not permitted to continue such Eurocurrency Loan pursuant to this Section, such Eurocurrency Loan shall automatically be redenominated in Dollars on the last day of the applicable Interest Period in an amount equal to the Dollar Equivalent thereof. If any such conversion of a Eurocurrency Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrowers shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.15. For the purposes of this Section, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, orders, requests, guidelines or directives thereunder or issued in connection therewith and (y) all rules, regulations, orders, requests, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to have been adopted and gone into effect from and after the Amendment Effective Date.

SECTION 2.14 Increased Costs.

(a) Increased Costs Generally. Except with respect to Taxes (which shall be governed by Section 2.16), if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority first made, in each case, subsequent to the Amendment Effective Date:

(i) shall impose, modify or hold applicable any reserve, any requirement to maintain liquid assets, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Adjusted LIBO Rate hereunder; or

(ii) shall impose on such Lender any other condition not otherwise contemplated hereunder;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender reasonably deems to be material, of making, converting into, continuing or maintaining Eurocurrency Loans or issuing or participating in Letters of Credit (in each case hereunder), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrowers shall promptly pay such Lender, in Dollars, within ten Business Days after the Borrowers' receipt of a reasonably detailed invoice therefor (showing with reasonable detail the calculations thereof), any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Borrowers (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) Capital Requirements. If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any holding company controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority first made, in each case, subsequent to the Amendment Effective Date shall have the effect of reducing the rate of return on such Lender's or such holding company's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such holding company could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such holding company's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within ten Business Days after submission by such Lender to the Borrowers (with a copy to the Administrative Agent) of a reasonably detailed written request therefor (consistent with the detail provided by such Lender to similarly situated borrowers), the Borrowers shall pay to such Lender, in Dollars, such additional amount or amounts as will compensate such Lender or such holding company on an after-tax basis for such reduction.

(c) Certificates for Reimbursement. A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrowers (with a copy to the Administrative Agent) shall be presumptively correct in the absence of manifest error.

(d) Delay in Requests. Notwithstanding anything to the contrary in this Section, the Borrowers shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrowers of such Lender's intention to claim compensation therefor; *provided* that if the circumstances giving rise to such claim have a retroactive effect, then such 180-day period shall be extended to include the period of such retroactive effect.

(e) Dodd-Frank and Basel III. For the purposes of this Section, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, orders, requests, guidelines or directives thereunder or issued in connection therewith and (y) all rules, regulations, orders, requests, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory

authorities, in each case pursuant to Basel III, shall in each case be deemed to have been adopted and gone into effect from and after the Amendment Effective Date.

SECTION 2.15 Break Funding Payments. The Borrowers agree to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense (other than lost profits, including the loss of Applicable Rate) that such Lender may actually sustain or incur as a consequence of (a) default by any Borrower in making a borrowing of, conversion into or continuation of Eurocurrency Loans after such Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by any Borrower in making any prepayment of or conversion from Eurocurrency Loans after such Borrower has given a notice thereof in accordance with the provisions of this Agreement (regardless of whether such notice is permitted to be revocable under Section 2.09(c) and is revoked in accordance herewith), (c) the making of a payment, prepayment, conversion or continuation of Eurocurrency Loans on a day that is not the last day of an Interest Period with respect thereto (including as a result of an Event of Default) or (d) the assignment as a result of a request by the Borrowers pursuant to Section 2.18(b) of any Eurocurrency Loan other than on the last day of the Interest Period therefor. A reasonably detailed certificate as to (showing in reasonable detail the calculation of) any amounts payable pursuant to this Section submitted to the Borrowers by any Lender shall be presumptively correct in the absence of manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

SECTION 2.16 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of each Obligor hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; *provided* that if any Obligor shall be required by applicable law to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Obligor shall make such deductions and (iii) such Obligor shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Obligors. Without limiting the provisions of paragraph (a) above, the Obligors shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Obligors. The Obligors shall jointly and severally indemnify the Administrative Agent, each Lender and each Issuing Bank, within 30 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or such Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Obligors hereunder and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate prepared in good faith as to the amount of such payment or liability delivered to the Obligors by a Lender or an Issuing Bank (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be presumptively correct absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by any Obligor to a Governmental Authority, such Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority

evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Foreign Lenders. Each Foreign Lender shall deliver to the Borrowers and the Administrative Agent (or, in the case of a Participant, to the Borrowers and to the Lender from which the related participation shall have been purchased) (i) two accurate and complete copies of IRS Form W-8ECI or W-8BEN, or, (ii) in the case of a Foreign Lender claiming exemption from United States federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit E and two accurate and complete copies of IRS Form W-8BEN, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Foreign Lender claiming complete exemption from, or a reduced rate of, United States federal withholding tax on all payments by an Obligor under this Agreement and the other Loan Documents. Such forms shall be delivered by each Foreign Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Foreign Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Foreign Lender. Each Foreign Lender shall (i) promptly notify the Borrowers and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrowers and Administrative Agent (or any other form of certification adopted by the United States taxing authorities for such purpose) and (ii) take such steps as shall not be disadvantageous to it, in its sole judgment, and as may be reasonably necessary (including the re-designation of its lending office pursuant to Section 2.18(a)) to avoid any requirement of applicable laws of any such jurisdiction that any Borrower make any deduction or withholding for taxes from amounts payable to such Lender. Notwithstanding any other provision of this paragraph, a Foreign Lender shall not be required to deliver any form pursuant to this paragraph that such Foreign Lender is not legally able to deliver. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Withholding Agent such documentation as shall be reasonably requested by the Withholding Agent sufficient for the Withholding Agent to comply with its obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements.

(f) Status of U.S. Lenders. Each Lender other than a Foreign Lender (a "U.S. Lender") shall deliver to the Borrowers and the Administrative Agent two accurate and complete copies of IRS Form W-9, or any subsequent versions or successors to such form. Such forms shall be delivered by each U.S. Lender on or before the date it becomes a party to this Agreement. In addition, each U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such U.S. Lender. Each U.S. Lender shall promptly notify the Borrowers and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certifications to the Borrowers and Administrative Agent (or any other form of certification adopted by the United States taxing authorities for such purpose).

(g) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Obligor or with respect to which any Obligor has paid additional amounts pursuant to this Section, it shall promptly pay over such refund to such Obligor (but only to the extent of indemnity payments made, or additional amounts paid, by such Obligor under this Section with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the applicable Obligor, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such

Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority; *provided further* that such Obligor shall not be required to repay to the Administrative Agent or the Lender an amount in excess of the amount paid over by such party to such Obligor pursuant to this Section. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrowers or any other Person.

SECTION 2.17 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) Payments by the Obligors. Each Obligor shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.14, Section 2.15 or Section 2.16, or otherwise), or under any other Loan Document (except to the extent otherwise provided therein), prior to 2:00 p.m., Local Time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Administrative Agent's Account, except as otherwise expressly provided in the relevant Loan Document and except payments to be made directly to an Issuing Bank as expressly provided herein and payments pursuant to Section 2.14, Section 2.15, Section 2.16 and Section 10.03, which shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension at the then applicable rate. All amounts owing under this Agreement (including commitment fees, payments required under Section 2.14, and payments required under Section 2.15 relating to any Loan denominated in Dollars, but not including principal of, and interest on, any Loan denominated in any Foreign Currency or payments relating to any such Loan required under Section 2.15, which are payable in such Foreign Currency) or under any other Loan Document (except to the extent otherwise provided therein) are payable in Dollars. Notwithstanding the foregoing, if the Borrowers shall fail to pay any principal of any Loan when due (whether at stated maturity, by acceleration, by mandatory prepayment or otherwise), the unpaid portion of such Loan shall, if such Loan is not denominated in Dollars, automatically be redenominated in Dollars on the due date thereof (or, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such principal shall be payable on demand; and if the Borrowers shall fail to pay any interest on any Loan that is not denominated in Dollars, such interest shall automatically be redenominated in Dollars on the due date therefor (or, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such interest shall be payable on demand.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, to pay principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Pro Rata Treatment. Except to the extent otherwise provided herein (including Section 2.19): (i) each Borrowing of Revolving Credit Loans shall be made from the Revolving Credit Lenders, each payment of commitment fee under Section 2.10 in respect of the Revolving Credit Commitments shall be made for account of the Revolving Credit Lenders, and each termination or reduction of the amount of the Revolving Credit Commitments under Section 2.07 shall be applied to the

Revolving Credit Commitments of the Revolving Credit Lenders, *pro rata* according to the amounts of their respective Revolving Credit Commitments; (ii) each Borrowing of Revolving Credit Loans shall be allocated *pro rata* among the Revolving Credit Lenders according to the amounts of their respective Revolving Credit Commitments (in the case of the making of Revolving Credit Loans) or their respective Revolving Credit Loans that are to be included in such Borrowing (in the case of conversions and continuations of Revolving Credit Loans); (iii) the Borrowing of Term Loans shall be allocated *pro rata* among the Term Lenders according to the amounts set forth on Schedule 1 hereto (in the case of the making of Term Loans) or their respective Term Loans that are to be included in such Borrowing (in the case of conversions and continuations of Term Loans); (iv) each payment or prepayment of principal of Revolving Credit Loans and Term Loans by the Borrowers shall be made for account of the relevant Lenders *pro rata* in accordance with the respective unpaid principal amounts of the Loans of such Class held by them; and (v) each payment of interest on Revolving Credit Loans and Term Loans by the Borrowers shall be made for account of the relevant Lenders *pro rata* in accordance with the amounts of interest on such Loans then due and payable to the respective Lenders.

(d) Sharing of Payments by Lenders. Subject to Section 2.19, if any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its *pro rata* share thereof as provided herein, then the Lender receiving such greater proportion shall (A) notify the Administrative Agent of such fact, and (B) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided* that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to any Obligor or any Affiliate thereof (as to which the provisions of this paragraph shall apply).

Each Obligor consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

(e) Payments by the Borrowers; Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or such Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the

Administrative Agent in accordance with banking industry rules on interbank compensation. Nothing herein shall be deemed to limit the rights of the Agents or any Lender against the Borrowers.

(f) Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(e), 2.05(b), 2.17(e) or 10.03(c) then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent or the applicable Issuing Bank to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid, and/or (ii) until such time as the Administrative Agent, the Borrowers and the Issuing Banks each agree that such Lender has adequately remedied all matters that caused such Lender to fail to make such payment, hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under such Sections; in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its sole discretion.

SECTION 2.18 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.13, 2.14, 2.16(a) or 2.16(c) with respect to such Lender, it will, if requested by the Borrowers, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; *provided* that (i) such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage and (ii) nothing in this Section shall affect or postpone any of the obligations of the Borrowers or the rights of any Lender pursuant to Section 2.13, 2.14 or 2.16(a). The Borrowers hereby agree to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. The Borrowers shall be permitted to replace (at their sole expense) with a financial institution or financial institutions any Lender that (x) requests reimbursement for amounts owing pursuant to Section 2.14, 2.15 (to the extent a request made by a Lender pursuant to the operation of Section 2.15 is materially greater than requests made by other Lenders) or 2.16 or gives a notice of illegality pursuant to Section 2.13, (y) is a Defaulting Lender, or (z) that has refused to consent to any waiver or amendment with respect to any Loan Document that requires the consent of all of the Lenders and has been consented to by the Required Lenders; *provided* that (i) such replacement does not conflict with any Requirement of Law, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts), (iii) the replacement financial institution or financial institutions, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent and each Issuing Bank to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent or such Issuing Bank pursuant to Section 10.04, (iv) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.04, (v) the Borrowers shall pay all additional amounts (if any) required pursuant to Section 2.14 or 2.16, as the case may be, in respect of any period prior to the date on which such replacement shall be consummated, (vi) if applicable, the replacement financial institution or financial institutions shall consent to such amendment or waiver, (vii) any such replacement shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender, and (viii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter.

SECTION 2.19. Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) commitment fees shall cease to accrue from and after the time such Lender becomes a Defaulting Lender on the unused portion of the Revolving Credit Commitment of such Defaulting Lender pursuant to Section 2.10(a);

(b) if such Defaulting Lender is an Issuing Bank, fronting fees shall cease to accrue from and after the time such Lender becomes a Defaulting Lender on the LC Exposure attributable to Letters of Credit issued by such Issuing Bank pursuant to Section 2.10(b)(i);

(c) the Revolving Credit Commitment, Revolving Credit Exposure and Term Loans, if any, of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or modification pursuant to Section 10.02), *provided* that any amendment, waiver or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders or that would (i) change the percentage of Revolving Credit Commitments or of the aggregate unpaid principal amount of the Loans or LC Exposures, or the number of Lenders, that shall be required for the Lenders or any of them to take any action hereunder, (ii) amend Section 10.02 in a manner which affects such Defaulting Lender differently than other Lenders and is adverse to such Defaulting Lender or this Section 2.19, (iii) increase or extend the Revolving Credit Commitment of such Defaulting Lender or subject such Defaulting Lender to any additional obligations (it being understood that any amendment, waiver or consent in respect of conditions precedent, covenants, Defaults or Events of Default shall not constitute an increase or extension of the Revolving Credit Commitment of any Lender or an additional obligation of any Lender), (iv) reduce the principal of the Loans made by such Defaulting Lender or any LC Disbursements payable hereunder to such Defaulting Lender or (v) postpone the scheduled date for any payment of principal of, or interest on, the Loans made by such Defaulting Lender or any LC Disbursements payable hereunder to such Defaulting Lender, shall in each case require the consent of such Defaulting Lender (which consent shall be deemed to have been given if such Defaulting Lender fails to respond to a written request for such consent within 30 days after receipt of such written request);

(d) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender or at any time such Lender remains a Defaulting Lender, then:

(i) all or any part of such LC Exposure shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Adjusted Applicable Percentages but only to the extent (x) the sum of any Non-Defaulting Lender's Revolving Credit Exposure plus its Adjusted Applicable Percentage of such Defaulting Lender's LC Exposure does not exceed such Non-Defaulting Lender's Revolving Credit Commitment and (y) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's LC Exposure does not exceed the total of all Non-Defaulting Lenders' Revolving Credit Commitments (it being understood that such LC Exposure shall not be reallocated after the Revolving Credit Commitments are terminated on the Maturity Date);

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within three Business Day following notice by the Administrative Agent cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.04(k) for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to this Section 2.19(d), the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.10(b) with respect to such Defaulting Lender's LC Exposure (and such fees shall cease to accrue with respect to such Defaulting Lender's LC Exposure) during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 2.19(d), then the fees payable to the Lenders pursuant to Sections 2.10(a) and 2.10(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Adjusted Applicable Percentages; and

(v) if any Defaulting Lender's LC Exposure is not reallocated pursuant to this Section 2.19(d), then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.10(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank(s) until such LC Exposure is reallocated;

(e) so long as any Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, extend or increase any Letter of Credit unless such Defaulting Lender's LC Exposure that would result from such newly issued, extended or increased Letter of Credit has been or would be, at the time of such issuance, extension or increase, fully allocated among Non-Defaulting Lenders pursuant to Section 2.19(d)(i) or fully cash collateralized by the Borrowers pursuant to Section 2.19(d)(ii);

(f) in the event that the Administrative Agent, the Borrowers and the Issuing Banks each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Defaulting Lender's Revolving Credit Commitment and on such date such Defaulting Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Defaulting Lender to hold such Loans in accordance with its Applicable Percentage;

(g) no reallocation pursuant to paragraph (d) above, nor the operation of any other provision of this Section 2.19, will (i) constitute a waiver or release of any claim the Borrowers, the Administrative Agent, any Issuing Bank or any other Lender may have against such Defaulting Lender, or (except with respect to clause (f) above) cause such Defaulting Lender to be a Non-Defaulting Lender, or (ii) except as expressly provided in this Section 2.19, excuse or otherwise modify the performance by the Borrowers of their respective obligations under this Agreement and the other Loan Documents; and

(h) anything herein to the contrary notwithstanding, the Borrowers may terminate the unused amount of the Revolving Credit Commitment of a Defaulting Lender on a non-pro rata basis upon not less than three Business Days' prior notice to the Administrative Agent (which shall promptly notify the Lenders thereof), *provided* that such termination will not be deemed to be a waiver or release of any claim the Borrowers, the Administrative Agent, the Issuing Bank or any Lender may have against such Defaulting Lender.

SECTION 2.20 Joint and Several Liability of the Borrowers. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each Borrower hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by Administrative Agent and Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrower to accept joint and several liability for the Borrower Obligations

(as hereinafter defined). Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrower, with respect to the payment and performance of all of the Borrower Obligations (including any Borrower Obligations arising under this Section), it being the intention of the parties hereto that all of the Borrower Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. If and to the extent that any Borrower shall fail to make any payment with respect to any of the Borrower Obligations as and when due or to perform any of the Borrower Obligations in accordance with the terms thereof, then in each such event, the other Borrower will make such payment with respect to, or perform, such Borrower Obligations. Subject to the terms and conditions hereof, the Borrower Obligations of each Borrower under the provisions of this Section constitute the absolute and unconditional, full recourse Borrower Obligations of each Borrower, enforceable against each such Person to the full extent of its properties and assets, irrespective of the validity, binding effect or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever. As used in this Section, "Borrower Obligations" means all liabilities and obligations of every nature of the Borrowers from time to time owed to the Agents, the Issuing Banks, the Lenders or any of them under any Loan Document, whether for principal, interest (including all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceedings with respect to the Borrowers, whether or not such interest or expenses are allowed as a claim in such proceeding), fees, expenses, indemnification or otherwise and whether primary, secondary, direct, indirect, contingent, fixed or otherwise (including obligations of performance).

ARTICLE III
GUARANTEE

SECTION 3.01 The Guarantee. The Parent Guarantor hereby guarantees to each Holder and its successors and permitted assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations. The Parent Guarantor hereby further agrees that if the Credit Parties shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Obligations, the Parent Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

SECTION 3.02 Obligations Unconditional. The obligations of the Parent Guarantor under Section 3.01 are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Credit Parties under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section that the obligations of the Parent Guarantor hereunder shall be absolute and unconditional, under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Parent Guarantor hereunder, which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to the Parent Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein shall be done or omitted;

(iii) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(iv) any lien or security interest granted to, or in favor of, any Holder as security for any of the Obligations shall fail to be perfected.

The Parent Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Holder exhaust any right, power or remedy or proceed against the Credit Parties under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Obligations.

SECTION 3.03 Reinstatement. The obligations of the Parent Guarantor under this Article shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Credit Party in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Parent Guarantor agrees that it will indemnify each Holder on demand for all reasonable costs and expenses (including fees of counsel) incurred by such Holder in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 3.04 Subrogation. The Parent Guarantor hereby agrees that until the payment and satisfaction in full of all Obligations (other than any contingent or indemnification obligations) and the expiration and termination of the Revolving Credit Commitments and all LC Exposure of the Lenders under this Agreement it shall not exercise any right or remedy arising by reason of any performance by it of its guarantee in Section 3.01, whether by subrogation or otherwise, against any Credit Party or any other guarantor of any of the Obligations or any security for any of the Obligations.

SECTION 3.05 Remedies. The Parent Guarantor agrees that, as between the Parent Guarantor and the Lenders, the obligations of the Borrowers under this Agreement may be declared to be forthwith due and payable as provided in Article VIII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VIII) for purposes of Section 3.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrowers and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrowers) shall forthwith become due and payable by the Parent Guarantor for purposes of Section 3.01.

SECTION 3.06 Continuing Guarantee. The guarantee in this Article is a continuing guarantee, and shall apply to all Obligations whenever arising.

SECTION 3.07 General Limitation on Obligations. In any action or proceeding involving any state corporate law, or any state or Federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of the Parent Guarantor under Section 3.01 would otherwise be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 3.01, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by the Parent Guarantor, any Holder or any other Person, be automatically limited and

reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Each Obligor represents and warrants to the Agents, the Issuing Banks and the Lenders that:

SECTION 4.01 Organization; Powers. Each of the Credit Parties and the Material Subsidiaries is duly organized, validly existing and in good standing (or, only where applicable, the equivalent status in any foreign jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (or, only where applicable, the equivalent status in any foreign jurisdiction) in, every jurisdiction where such qualification is required.

SECTION 4.02 Authorization; Enforceability. The Transactions are within the corporate and other organizational powers of each of the Credit Parties and have been duly authorized by all necessary corporate and other organizational action of each of the Credit Parties and, if required, by all necessary shareholder action of each of the Credit Parties. Each Loan Document has been duly executed and delivered by each Credit Party party thereto and constitutes a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 4.03 Governmental Approvals; No Conflicts. The Transactions:

(a) except as would not reasonably be expected to result in a Material Adverse Effect, do not require any consent or approval (including any exchange control approval) of, registration or filing with, or any other action by, any Governmental Authority, except for (i) such as have been obtained or made and are in full force and effect and (ii) filings and recordings in respect of the Liens created pursuant to the Security Documents,

(b) will not violate the charter, by-laws or other organizational documents of any Credit Party and, except as would not reasonably be expected to result in a Material Adverse Effect, will not violate the charter, by-laws or other organizational documents of any Subsidiary of the Obligors,

(c) except as would not reasonably be expected to result in a Material Adverse Effect, will not (i) violate any Contractual Obligation of any Obligor or any of its Subsidiaries and (ii) violate any Requirement of Law with respect to any Obligor or any of its Subsidiaries,

(d) except as would not reasonably be expected to result in a Material Adverse Effect and except for the Liens created pursuant to the Security Documents, will not result in the creation or imposition of any Lien on any asset of any Obligor or any of its Subsidiaries.

SECTION 4.04 Financial Condition; No Material Adverse Change.

(a) Financial Condition. The Obligors have heretofore furnished to the Lenders the combined and consolidated balance sheet and statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries (i) as of and for the

fiscal year ended December 31, 2010, reported on by Ernst & Young LLP, independent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended June 30, 2011. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Obligors and their Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) of the first sentence of this paragraph.

(b) No Material Adverse Change. Since December 31, 2010, there has been no material adverse change, or any event or occurrence which will have a material adverse change, in the business, financial condition, operations or properties of the Obligors and their Consolidated Subsidiaries, taken as a whole.

SECTION 4.05 Properties. Each of the Obligors and its Subsidiaries has good title to, or valid leasehold interests in, all its property, subject only to Liens permitted by Section 7.02 and except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.06 Litigation and Environmental Matters.

(a) Actions, Suits and Proceedings. Except as set forth on Schedule 7 of the Disclosure Schedules Statement, there are no actions, suits, proceedings or investigations by or before any arbitrator or Governmental Authority now pending against or, to the knowledge of any Obligor, likely to be commenced within a reasonable period of time against any Obligor or any of its Subsidiaries (i) that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that restrain, prevent or impose or can reasonably be expected to impose materially adverse conditions upon the Transactions.

(b) Environmental Matters. Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, none of the Obligors nor any of their Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (ii) has become subject to any Environmental Liability.

SECTION 4.07 Compliance with Laws; No Default. Each of the Obligors and its Subsidiaries is in compliance with all Requirements of Law with respect to it, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

SECTION 4.08 Investment Company Status. Each of the Obligors and its Subsidiaries (other than any Subsidiary that is not a Credit Party and that is organized for purposes of making co-investments) is not an "investment company" registered or required to be registered under the Investment Company Act of 1940.

SECTION 4.09 Taxes. Each of the Obligors and its Subsidiaries has timely filed or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all Taxes shown to be due and payable on such returns, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Person has set aside on its books any reserves required in conformity with GAAP or (b) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.10 ERISA. No ERISA Event has occurred within the past five years or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability to any Obligor or its Subsidiaries is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to result in a Material

Adverse Effect, the present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of The Financial Accounting Board Accounting Standards Notification Topic 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan.

SECTION 4.11 Disclosure. None of the written information (excluding the projections and pro forma information referred to below) furnished by or on behalf of the Obligors to the Lenders in connection with the negotiation of this Agreement and the other Loan Documents or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole, contains any untrue statement of material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; *provided* that, with respect to projected and pro forma financial information, the Obligors represent only that such information was based upon good faith estimates and assumptions believed to be reasonable at the time made, it being recognized by the Lenders that such information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such information may differ from the projected results set forth therein by a material amount.

SECTION 4.12 Use of Credit. Neither any Obligor nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of any extension of credit hereunder will be used to buy or carry any Margin Stock.

SECTION 4.13 Subsidiaries; Collateral.

(a) Set forth in Schedule 4 of the Disclosure Schedules Statement is a complete and correct list of all of the Credit Parties as of the Amendment Effective Date, together with, for each such Credit Party, (i) the full and correct legal name, (ii) the type of organization, (iii) the jurisdiction of organization, (iv) the organizational ID number (if any), (v) prior or trade or doing-business-as names in the five years prior to the Amendment Effective Date, (vi) the mailing address and appropriate Uniform Commercial Code filing office and (vii) if applicable, whether it is a Management Fee Guarantor or a Carried Interest Guarantor and, if applicable, whether it is a GP Guarantor or an ILP. Each of the Credit Parties owns, free and clear of Liens (other than Liens created pursuant to the Security Documents and Liens permitted by Section 7.02), and has the unencumbered right to vote, all outstanding ownership interests in each Person shown to be held by it in Schedule 4 of the Disclosure Schedules Statement, and each of the Credit Parties is the sole beneficial owner of the Collateral in which it purports to grant a security interest pursuant to the Security Documents. As of the Amendment Effective Date, none of the Equity Interests in any of the Subsidiaries of the Obligors is a "security" (as defined in Section 8-102 of the NYUCC).

(b) Each Credit Party has not (i) within the period of four months prior to the Amendment Effective Date, changed its location (as defined in Section 9-307 of the NYUCC), or (ii) heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the NYUCC) with respect to a currently effective security agreement previously entered into by any other Person.

(c) Set forth in Schedule 6 of the Disclosure Schedules Statement is a complete and correct list of all Management Fee Agreements as of the Amendment Effective Date. On the Amendment Effective Date, the Aggregate Management Fee Collateral for the Quarterly Date occurring on June 30, 2011 (assuming, for purposes of such determination, that the Management Fee Subsidiaries that are Credit Parties on the Amendment Effective Date were "Credit Parties" on such date) was at least equal to 70% of the Aggregate Management Fees for such Quarterly Date.

(d) The Security Documents are effective to create in favor of the Collateral Agent for the benefit of the Holders a legal, valid and enforceable security interest in the Collateral described

therein. In the case of (i) the Equity Collateral described in the Primary Security Agreement and the General Guarantee and Security Agreement, when any stock certificates or notes, as applicable, representing such Equity Collateral are delivered to the Collateral Agent, (ii) the Deposit Accounts or Securities Accounts described in the Primary Security Agreement, the CIM US Bank Account Security Agreement, the UK Bank Account Security Documents, and the General Guarantee and Security Agreement, when the Collateral Agent has "control" within the meaning of Section 9-104 or Section 8-106, as applicable, of the applicable Uniform Commercial Code in accordance with the requirements of the Security Documents, (iii) the UK Bank Account Collateral described in the UK Bank Account Security Documents, when notices of the grant of the security interest in such UK Bank Account Collateral have been duly completed and served on the each depositary bank at which the Credit Parties maintain their Accounts (as such term is defined in the respective UK Bank Account Security Documents), and (iv) the other Collateral described in the Security Documents, when financing statements in appropriate form are filed in the offices specified in Schedule 4 of the Disclosure Schedules Statement (which financing statements have been duly completed and delivered to the Collateral Agent), the Collateral Agent shall have a fully perfected first priority Lien on, and security interest in, all right, title and interest of the Credit Parties in such Collateral (to the extent, (x) in the case of the Equity Collateral described in the foregoing clause (i), a security interest in such Equity Collateral can be perfected by the delivery of such Equity Collateral, and (y) in the case of the Collateral described in the foregoing clause (iv), a security interest in such Collateral can be perfected through the filing of financing statements in the offices specified on Schedule 4 of the Disclosure Schedules Statement), as security for the Obligations, in each case prior and superior in right to any other Person (except Liens permitted by Section 7.02 and Liens having priority by operation of law).

(e) Set forth in Schedule 8 of the Disclosure Schedules Statement is a complete and correct list of all Deposit Accounts and Securities Accounts of the Obligors and their Subsidiaries as of the Amendment Effective Date.

SECTION 4.14 Legal Form. Each of the Loan Documents is in a legal form which under the law of the Cayman Islands would be enforceable against each Credit Party in accordance with its terms. All formalities required in the Cayman Islands for the validity and enforceability of each of the Loan Documents (including any necessary registration, recording or filing with any court or other authority in Cayman Islands) have been accomplished, and no Indemnified Taxes or Other Taxes are required to be paid to Cayman Islands (save for any stamp duty that may be payable if the Loan Documents are brought into or executed in the Cayman Islands), or any political subdivision thereof or therein, and no notarization is required, for the validity and enforceability thereof.

SECTION 4.15 Ranking. This Agreement and the other Loan Documents and the obligations evidenced hereby and thereby are and will at all times be direct and unconditional general obligations of the Credit Parties, and rank and will at all times rank in right of payment and otherwise at least *pari passu* with all other unsecured Indebtedness of the Credit Parties, whether now existing or hereafter outstanding.

SECTION 4.16 Commercial Activity; Absence of Immunity. Each Credit Party is subject to civil and commercial law with respect to its obligations under this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance by each Credit Party of this Agreement and each of the other Loan Documents to which it is a party constitute private and commercial acts rather than public or governmental acts. None of the Credit Parties, nor any of their properties or revenues, is entitled to any right of immunity in any jurisdiction from suit, court jurisdiction, judgment, attachment (whether before or after judgment), setoff or execution of a judgment or from any other legal process or remedy relating to the obligations of such Credit Party under this Agreement or any of the other Loan Documents to which it is a party.

SECTION 4.17 Solvency.Each Credit Party is and, immediately after giving effect to each Borrowing and the use of proceeds thereof will be, Solvent.

SECTION 4.18 No Burdensome Restrictions. The Transactions will not subject any Credit Party to one or more charter or corporate restrictions that would reasonably be expected to have, in the aggregate, a Material Adverse Effect. To the best knowledge of the Obligors, there are no Requirements of Law with respect to any Obligor or any of its Subsidiaries the compliance with which by such Obligor or such Subsidiary, as the case may be, would reasonably be expected to have, in the aggregate, a Material Adverse Effect.

ARTICLE V
CONDITIONS

SECTION 5.01 Amendment Effective Date. The amendment and restatement of the Existing Credit Agreement provided for hereby and the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective until the date on which the Administrative Agent shall have received each of the following documents, each of which shall be reasonably satisfactory to the Administrative Agent in form and substance (or such condition shall have been waived in accordance with Section 10.02):

(a) Executed Counterparts. From each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page to this Agreement) that such party has signed a counterpart of this Agreement.

(b) Opinion of Counsel to the Credit Parties. A favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Amendment Effective Date) of (i) Latham & Watkins LLP, special New York counsel for the Credit Parties and (ii) Walkers, special Cayman Islands counsel for each Credit Party organized under the laws of the Cayman Islands.

(c) Closing Certificates. A certificate of each Obligor, each Credit Party that is a pledgor and CIM Global, L.L.C., dated the Amendment Effective Date, substantially in the form of Exhibit C, with appropriate insertions and attachments.

(d) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in each of the jurisdictions in which Uniform Commercial Code financing statements or other filings or recordations should be made to evidence or perfect security interests in all assets of the Credit Parties, and such searches shall reveal no liens on any of the assets of any Credit Party except for Liens permitted by the Loan Documents.

(e) Financial Statements. The Administrative Agent shall have received (i) the combined and consolidated balance sheet and statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of and for the fiscal year ended December 31, 2010, reported on by Ernst & Young LLP, independent public accountants, and (ii) the combined and consolidated balance sheet and statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of and for the first two fiscal quarters of 2011.

(f) Solvency Certificate. The Administrative Agent shall have received a solvency certificate signed by a Responsible Officer of each Obligor, substantially in the form of Exhibit D hereto.

(g) Necessary Consents and Approvals. Evidence that all consents, licenses, permits and governmental and third-party consents and approvals required for the due execution, delivery and performance by the Credit Parties of this Agreement and the other Loan Documents and the transactions contemplated hereby have been obtained and remain in full force and effect, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

(h) Confirmation. The Confirmation, duly executed and delivered by each Credit Party.

(i) Retiring Lender Acknowledgement. The Administrative Agent shall have received a Retiring Lender Acknowledgement from each Retiring Lender.

(j) Existing Credit Agreement. The Administrative Agent shall be satisfied that on the Amendment Effective Date all interest and fees under the Existing Credit Agreement and all other amounts then due and payable thereunder shall have been paid in full, excluding principal (except to the extent required under Section 2.01(a) and Section 2.01(b)).

(k) Borrowing Request. The Administrative Agent shall have received a Borrowing Request from the Borrowers with respect to the Borrowings to be made pursuant to Section 2.01(a) and Section 2.01(b).

The amendment and restatement of the Existing Credit Agreement provided for hereby and the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder is also subject to (i) the payment by the Obligors of all fees and expenses (including fees and expenses of one counsel per jurisdiction to the Lead Arrangers) for which reasonably detailed invoices (which may include estimates) have been provided to the Obligors not later than three Business Days prior to the Amendment Effective Date and required to be paid to the Administrative Agent and the Lenders on the Amendment Effective Date and (ii) the absence of a material adverse change, or any event or occurrence which could reasonably be expected to result in a material adverse change, in the business, financial condition, operations or properties of the Obligors and their consolidated Subsidiaries, taken as a whole, since December 31, 2010.

SECTION 5.02 Each Credit Event. The obligation of each Lender to make any Loan, and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is additionally subject to the satisfaction of the following conditions:

(a) the representations and warranties of the Obligors set forth in this Agreement, and of each Credit Party in each of the other Loan Documents to which it is a party, shall be true and correct in all material respects on and as of the date of such Loan or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date; and

(b) at the time of and immediately after giving effect to such Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Obligors on the date thereof as to the matters specified in the preceding sentence.

ARTICLE VI
AFFIRMATIVE COVENANTS

Until the Revolving Credit Commitments have expired or been terminated and the principal of and interest on each Loan and all fees or other amounts payable hereunder shall have been paid in full (other than contingent or indemnification obligations not then due), and all Letters of Credit (that have not been cash collateralized in accordance with Section 2.04(k)) shall have expired or terminated and all LC Disbursements shall have been reimbursed, each Obligor covenants and agrees with the Agents, the Issuing Banks and the Lenders that:

SECTION 6.01 Financial Statements and Other Information. The Obligors will furnish to the Administrative Agent (for delivery to each Lender):

(a) within 120 days after the end of each fiscal year of the Obligors, the audited combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of the end of and for such year, setting forth in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Obligors and their Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied (it being agreed that at any time following a Qualified IPO Date, the information required by this paragraph (a) may be furnished in the form of a Form 10-K to the extent such Form 10-K satisfies the requirements of this paragraph (a));

(b) within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Obligors, the combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous fiscal year (or, in the case of the balance sheet, for the most recently ended fiscal year), all certified by a Responsible Officer of the Obligors as presenting fairly in all material respects the financial condition and results of operations of the Obligors and their Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being agreed that at any time following a Qualified IPO Date, the information required by this paragraph (b) may be furnished in the form of a Form 10-Q to the extent such Form 10-Q satisfies the requirements of this paragraph (b));

(c) concurrently with any delivery of financial statements under clause (a) or (b) of this Section, a certificate of a Responsible Officer on behalf of the Obligors (i) certifying (to the knowledge of such Responsible Officer) as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with the Collateral Maintenance Test, Section 7.09 and paragraphs (a), (b) and (c) of Section 7.12 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 4.04 and has resulted in a change to such financial statements and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with any delivery of financial statements under clause (b) of this Section that are substantially different in form from the financial statements previously delivered pursuant to clause (b) of this Section, a certificate of a Responsible Officer on behalf of the Obligors containing a reasonably detailed reconciliation, prepared by management of the Obligors, of such delivered financial statements with the applicable previously delivered financial statements; *provided* that, no such reconciliation shall be required to the extent any difference in the form of the financial statements (x) does not result in any changes to net income for such period than would otherwise be calculated therefor or (y) results primarily from newly adapted accounting standards under GAAP;

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by such Obligor or any of its Subsidiaries with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, or distributed by such Obligor to its public shareholders generally as the case may be;

(f) to the extent any of the following information or disclosure has changed since the immediately preceding Quarterly Date, within five Business Days after each Quarterly Date, a certificate certified by a Responsible Officer of each of the Obligors as true and correct (i) attaching a revised Schedule 4 of the Disclosure Schedules Statement and Schedule 6 of the Disclosure Schedules Statement containing the information described in Sections 4.13(a) and (c), which information shall be as of such Quarterly Date (which revised Schedule 4 of the Disclosure Schedules Statement and Schedule 6 of the Disclosure Schedules Statement shall be deemed to replace the previously delivered Schedule 4 of the Disclosure Schedules Statement and Schedule 6 of the Disclosure Schedules Statement); and (ii) listing any Deposit Account of the type described in clause (c) of the definition of "Excluded Collateral" in the Primary Security Agreement (without regard to the proviso thereof) that shall have been created during the fiscal quarter ending on such Quarterly Date, together with a revised Part B of Annex 2 to the Primary Security Agreement reflecting any such new Deposit Account (which revised Part B of Annex 2 shall be deemed to replace the previously delivered Part B of Annex 2);

(g) promptly following any request therefor, such other financial information regarding the operations, business affairs and financial condition of such Obligor or any of its Subsidiaries, or compliance with the terms of this Agreement and the other Loan Documents, as the Administrative Agent may reasonably request, *provided* that such Obligor shall not be required to provide such information if such disclosure would, in the reasonable judgment of the Obligors, reasonably be expected to be a violation of any applicable Requirement of Law; and

(h) until the Qualified IPO Date has occurred, promptly after any delivery of a Partners' Letter to the Global Partners, a copy of such Partners' Letter.

SECTION 6.02 Notices of Material Events. Each Obligor will furnish to the Administrative Agent (for delivery to each Lender) prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting (i) any Obligor or any of its Subsidiaries or (ii) at any time prior to the Qualified IPO Date, to the extent that such Obligor has actual knowledge, any of the Permitted Investors (other than any Mubadala Investor or the California Public Employees' Retirement System), in each case that would reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(d) the assertion of any environmental matters by any Person against, or with respect to the activities of, any Obligor or any of its Subsidiaries and any alleged violation of or non-compliance with any Environmental Laws or any permits, licenses or authorizations, other than any environmental matters or alleged violation that would not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect; and

(e) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer on behalf of the relevant Obligor, setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken by such Obligor with respect thereto.

SECTION 6.03 Existence; Conduct of Business. Each Obligor will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; *provided* that the foregoing shall not prohibit any transaction permitted under Section 7.03.

SECTION 6.04 Payment of Taxes. Each Obligor will, and will cause each of its Subsidiaries to, pay its Taxes, governmental assessments and governmental charges (other than Indebtedness) that, if not paid, would result in a Material Adverse Effect before the same shall become delinquent or in default, except where the validity or amount thereof is being contested in good faith by appropriate proceedings and such Obligor or such Subsidiary has set aside on its books any reserves with respect thereto required in conformity with GAAP.

SECTION 6.05 Maintenance of Properties; Insurance. Each Obligor will, and will cause each of its Subsidiaries to, (a) keep and maintain all property useful and necessary to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained (as determined by such Obligor in good faith) by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 6.06 Books and Records; Inspection Rights. Each Obligor will, and will cause the Credit Parties collectively to, (a) keep proper books of records and accounts in a manner necessary to permit the delivery of the financial statements required in Sections 6.01(a) and (b); (b) permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records upon reasonable notice and during normal business hours (*provided* that such visits shall be coordinated by the Administrative Agent, and such visits shall be limited to no more than one such visit per calendar year, except, in each case, during the continuance of an Event of Default); and (c) permit representatives of any Lender to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Obligors and their Subsidiaries with officers and employees of the Obligors and their Subsidiaries and with their independent certified public accountants (*provided* that a Responsible Officer of either Obligor shall be present during such discussions, any such discussions with independent certified public accountants shall be coordinated by the Administrative Agent and such discussions shall be at the Lender's expense and

shall be limited to no more than one such visit per calendar year, except, in each case, during the continuance of an Event of Default).

SECTION 6.07 Compliance with Laws. Each Obligor will, and will cause each of its Subsidiaries to, comply with all Requirements of Law with respect to it, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.08 Use of Proceeds and Letters of Credit. The proceeds of the Term Loans will be used by the Obligors and their Subsidiaries for working capital and general corporate purposes, including Investments. The proceeds of the Revolving Credit Loans and the Letters of Credit will be used by the Obligors and their Subsidiaries (a) for working capital and general corporate purposes, including Investments, and (b) solely in connection with the Specified IPO, for (i) a single dividend prior to the occurrence of such Specified IPO, the amount of Revolving Credit Loan proceeds which can be used in such dividend to be in an amount not greater than $400,000,000 (the "Revolving Credit Dividend Amount"), (ii) the repurchase or redemption of Subordinated Indebtedness from the Mubadala Investors in transactions conducted on an arm's length basis and (iii) the purchase by the Obligors of direct or indirect investments in any of the Fund Entities from the Global Partners in transactions conducted on an arm's length basis for fair market value (as defined below), *provided* that prior to any such dividend, repurchase or redemption contemplated by the foregoing subclauses (i) and (ii) of this clause (b), the Administrative Agent shall have received a solvency certificate signed by a Responsible Officer of each Obligor substantially in the form of Exhibit I hereto. On or prior to the date that is 30 days after the Specified IPO Date, or if such date is not a Business Day, the immediately preceding Business Day, and solely if Revolving Credit Loans in an amount equal to the Revolving Credit Dividend Amount have not been repaid, the Borrower shall cause the proceeds received from the initial sale of Equity Interests in the Specified IPO to be contributed to the Obligors, which proceeds may thereafter be used by the Obligors and their Subsidiaries only for general corporate purposes. For purposes of this Section 6.08, "fair market value" shall be determined as of the date on which the pricing of the applicable repurchase, redemption or purchase is fixed pursuant to a binding agreement. No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X. For the avoidance of doubt, the failure to consummate the Specified IPO after the use of proceeds described in clause (b) of this Section 6.08 has been effected shall not, by itself, constitute a breach of this Agreement or a Default or Event of Default.

SECTION 6.09 Certain Obligations Respecting Subsidiaries and Collateral; Further Assurances.

(a) Collateral Maintenance Test. If on September 30, 2011 and any Quarterly Date occurring thereafter, the Aggregate Management Fee Collateral for such Quarterly Date is not at least equal to 70% of the Aggregate Management Fees for such Quarterly Date (the "Collateral Maintenance Test"), the Obligors shall, within 90 days of such Quarterly Date, cause Management Fee Subsidiaries to be subject to the Collateral Requirement such that, if such Management Fee Subsidiaries were subject to the Collateral Requirement on such Quarterly Date, the Collateral Maintenance Test would have been satisfied on such Quarterly Date. The Obligors shall cause (x) each Subsidiary thereof that shall hold any ownership interests, directly or indirectly, in any Management Fee Guarantor and (y) other than with respect to Carlyle Investment Management L.L.C. and CIM Global, L.L.C., each Subsidiary of each Management Fee Guarantor to be subject to the Collateral Requirement.

(b) Carried Interest Collateral Requirement. The Obligors shall cause any Subsidiary thereof that shall own, directly or indirectly through another Subsidiary of any Obligor, any Carried Interest relating to any Pledged Fund Entity (a "Carried Interest Subsidiary") to be subject to the Collateral Requirement.

(c) New Significant Investment Funds. The Obligors shall cause, within 90 days of each Quarterly Date commencing on September 30, 2011, each New Significant Investment Fund established during the fiscal quarter ending on such Quarterly Date to be subject to the Collateral Requirement.

(d) Distributions; Deal Team Interest. The Obligors shall cause (i) each of the Fund Entities to make all distributions in respect of Carried Interest and make all payments of Management Fees in accordance with the requirements in respect thereof under the relevant organization documents or Management Fee Agreement, (ii) all payments and distributions in respect of Management Fees and Carried Interest to be promptly paid directly or indirectly to an Obligor and (iii) all payments and distributions in respect of Management Fees and Carried Interest from any Fund Entity to any Obligor, any Subsidiary of any Obligor or any Non-Controlled Acquired Entity (with respect to the portion of the Management Fees and Carried Interest of such Non-Controlled Acquired Entity that is equal to the Obligors' Applicable Ownership Percentage of such Management Fees and Carried Interest) to be promptly paid or distributed directly to a deposit account or securities account of such Obligor with respect to which the Collateral Agent has "control" within the meaning of Section 9-104 or Section 8-106, as applicable, of the applicable Uniform Commercial Code (subject to the requirements of the Security Documents), *provided* that the Obligors and their Subsidiaries may maintain reserves in respect of Carried Interest in accordance and consistent with past practice. The Obligors shall cause any Deal Team Interest relating to Fund Entities that are Controlled by the Obligors to be at rates and in amounts that are in accordance and consistent with past practice of the Obligors. Each Obligor shall cause new Fund Entities (taken as whole) established or acquired directly or indirectly by such Obligor to be established or managed such that the related distributions expected to be received (taking into account both the amount and the expected time of receipt) by the Obligors in respect of Management Fees and Carried Interest (collectively) from all Fund Entities would not reasonably be expected to be materially less than the distributions that were expected to be received (taking into account both the amount and the expected time of receipt) by the Obligors from all Fund Entities (taken as a whole) prior to the establishment or acquisition of such new Fund Entity.

(e) Further Assurances. The Obligors shall, and shall cause its Subsidiaries to, (i) maintain the security interests created by the Security Documents as a perfected security interests having at least the priority described in Section 4.13 and (ii) from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Collateral Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement and the Security Documents, or of maintaining or renewing the rights of the Holders with respect to the Collateral as to which the Collateral Agent, for the ratable benefit of the Holders, has a perfected Lien pursuant thereto, including filing any financing or continuation statements or financing change statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby. The Obligors shall furnish to the Collateral Agent prompt written notice of any change (x) in any Credit Party's corporate or organization name, (y) in any Credit Party's identity or organizational structure or (z) in any Credit Party's organizational identification number (if any); *provided* that the Obligors shall not, and shall not permit any Credit Party to, effect or permit any such change unless all filings have been made, or will have been made within any statutory period, under the applicable Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral for the benefit of the Holders.

(f) Definitions. As used in this Section:

(i) "Aggregate Management Fee Collateral" means, for any Quarterly Date, the aggregate amount of distributions in respect of Management Fees received in cash by the Obligors from (A) any Management Fee Subsidiary that is a Credit Party, (B) Carlyle Investment Management L.L.C. and (C) from any Subject Target Entity acquired pursuant to a Permitted

Acquisition that is a Credit Party, in each case during the fiscal quarter ending on such Quarterly Date.

(ii) "Aggregate Management Fees" means, for any Quarterly Date, the aggregate amount of Management Fees of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication) and any Non-Controlled Acquired Entity for the fiscal quarter ending on such Quarterly Date; *provided* that

(x) with respect to any Non-Wholly Owned Consolidated Subsidiary, and to the extent otherwise included in the computation of Aggregate Management Fees for any Quarterly Date, the Aggregate Management Fees with respect to such Non-Wholly Owned Consolidated Subsidiary for such Quarterly Date shall only include the portion of the aggregate amount of Management Fees of such Non-Wholly Owned Consolidated Subsidiary for such Quarterly Date that is equal to the Obligors' Applicable Ownership Percentage of such aggregate amount; and

(y) with respect to any Non-Controlled Acquired Entity, the Aggregate Management Fees with respect to such Non-Controlled Acquired Entity for such Quarterly Date shall only include that portion of the aggregate amount of Management Fees of such Non-Controlled Acquired Entity for such Quarterly Date that is equal to the Obligors' Applicable Ownership Percentage of such aggregate amount.

(iii) Any Management Fee Subsidiary, Carried Interest Subsidiary or New Significant Investment Fund shall be deemed to be subject to the "Collateral Requirement" when:

(x) with respect to any Management Fee Subsidiary, such Management Fee Subsidiary and each of its Related Management Fee Subsidiaries becomes a party to the Management Fee Guarantee and Security Agreement as a "Management Fee Guarantor" pursuant to a written instrument in form and substance reasonably satisfactory to the Collateral Agent and delivers such proof of corporate action, incumbency of officers and other documents (such as UCC-1 financing statements) as is consistent with those delivered by the Credit Parties on the Original Closing Date (including a certificate of a Responsible Officer thereof covering the matters set forth in Sections 5.02(a) and 5.02(b)) or as the Collateral Agent shall reasonably request;

(y) with respect to any Carried Interest Subsidiary, such Carried Interest Subsidiary becomes a party to the Carried Interest Guarantee and Security Agreement as a "Carried Interest Guarantor" pursuant to a written instrument in form and substance reasonably satisfactory to the Collateral Agent and delivers such proof of corporate action, incumbency of officers and other documents (such as UCC-1 financing statements) as is consistent with those delivered by the Credit Parties on the Original Closing Date (including a certificate of a Responsible Officer thereof covering the matters set forth in Sections 5.02(a) and 5.02(b)) or as the Collateral Agent shall reasonably request; and

(z) with respect to any New Significant Investment Fund, when the Management Fee Subsidiaries and the Carried Interest Subsidiaries relating thereto meet the requirements set forth in clauses (x) and (y) of this definition.

(iv) "Management Fee Subsidiary" means any Subsidiary of the Obligors that is entitled to receive, directly or indirectly through another Subsidiary of any Obligor, any Management Fees relating to any Fund Entity.

(v) "New Significant Investment Fund" means, as determined on each Quarterly Date, any Fund Entity (a) established during the fiscal quarter ending on such Quarterly Date that shall have an initial capital amount raised exceeding (x) $5,000,000,000, if the aggregate amount of distributions in respect of Management Fees received in cash by the Obligors from Management Fee Subsidiaries that were Credit Parties during the four-fiscal quarter period ending on such Quarterly Date exceeded $500,000,000 or (y) $2,000,000,000, in all other cases; or (b) that is a successor Fund Entity to any Pledged Fund Entity.

(vi) "Non-Wholly Owned Consolidated Subsidiary" means a Consolidated Subsidiary that is not a wholly owned Subsidiary of the Obligors or any of their wholly owned Subsidiaries.

(vii) "Obligors' Applicable Ownership Percentage" means (x) with respect to any Non-Wholly Owned Consolidated Subsidiary, the aggregate percentage of the total Equity Interests of such Non-Wholly Owned Consolidated Subsidiary held by the Obligors and their Subsidiaries and (y) with respect to any Non-Controlled Acquired Entity, the aggregate percentage of the total Equity Interests of such Non-Controlled Acquired Entity held by the Obligor and their Subsidiaries.

(viii) "Pledged Fund Entity" means Carlyle Partners IV, L. P., Carlyle Europe Partners II, L.P., Carlyle Europe Partners III, L.P., Carlyle Asia Partners II, L.P., Carlyle Japan Partners II, L.P., Carlyle Real Estate Partners V, L.P., Carlyle Partners V, L.P., Carlyle Asia Partners III, L.P., Carlyle Europe Real Estate Partners III, L.P., Carlyle Mezzanine Partners II, L.P., Carlyle Infrastructure Partners, L.P., Carlyle Asia Growth Partners IV, L.P., Carlyle Strategic Partners II, L.P., Carlyle Global Financial Services Partners, L.P. and any other Fund Entity with respect to which the Management Fees and the Management Fee Subsidiaries relating thereto are to be subject to the Collateral Requirement pursuant to this Section.

(ix) "Related Management Fee Subsidiary" means, with respect to any Management Fee Subsidiary, (a) each Subsidiary of the related Obligor that is a direct or indirect parent of such Management Fee Subsidiary and (b) other than with respect to Carlyle Investment Management L.L.C. and CIM Global, L.L.C., each Subsidiary of such Management Fee Subsidiary with respect to which such Management Fee Subsidiary is a direct or indirect parent.

SECTION 6.10 Governmental Approvals. Each Obligor agrees that it will promptly obtain from time to time at its own expense all such governmental licenses, authorizations, consents, permits and approvals as may be required for such Obligor to comply with its obligations, and preserve its rights under, each of the Loan Documents, except in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.11 Change of Ratings. After such time that the Obligors first furnish to the Administrative Agent a private Rating by S&P of any Obligor,

(a) the Obligors will furnish to the Administrative Agent (for delivery to each Lender) within two Business Days after receipt thereof, written notice of any change in the private Rating by S&P of any Obligor; and

(b) the Obligors shall maintain a Rating by S&P with respect to such Obligor and shall cause S&P to monitor its Rating of such Obligor.

ARTICLE VII
NEGATIVE COVENANTS

Until the Revolving Credit Commitments have expired or been terminated and the principal of and interest on each Loan and all fees or other amounts payable hereunder shall have been paid in full (other than contingent or indemnification obligations not then due), and all Letters of Credit (that have not been cash collateralized in accordance with Section 2.04(k)) shall have expired or terminated and all LC Disbursements shall have been reimbursed, each Obligor covenants and agrees with the Agents, the Issuing Banks and the Lenders that:

SECTION 7.01 Indebtedness. Each Obligor will not, nor will it permit any of its Subsidiaries to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created hereunder;

(b) Indebtedness existing on the Amendment Effective Date that is set forth in Part A of Schedule 2 of the Disclosure Schedules Statement and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof (unless such increased amount is otherwise permitted hereunder);

(c) Indebtedness to any member of the Management Team so long as such Indebtedness is unsecured and subordinated as to payment of principal to the Obligations, *provided* that payments of principal in respect of such Indebtedness shall be permitted so long as, immediately before and after giving effect to such payment, no Payment Default or Event of Default shall have occurred and be continuing;

(d) subject to paragraph (e) of this Section with respect to any Guarantee, Indebtedness of any Obligor or any of its Subsidiaries to another Obligor or any of its Subsidiaries;

(e) Guarantees by any Obligor or any of its Subsidiaries of obligations of another Obligor or any of its Subsidiaries, *provided* that

(i) no Subsidiary of an Obligor may Guarantee any obligations of any Obligor incurred pursuant to paragraph (n) of this Section, *provided further* that any Obligor or any Subsidiary may Guarantee the obligations of the Obligors incurred pursuant to paragraph (n) of this Section (A) so long as, in the case of any Subsidiary, such Subsidiary also Guarantees the Obligations, (B) in the case of a Guarantee by any Subject Target Entity, to the extent such Guarantee is permitted under paragraph (p) of this Section, (C) if the obligations of such Obligor constitutes Subordinated Indebtedness, such Guarantee must also constitute Subordinated Indebtedness, (D) so long as the aggregate amount of all Guarantees by the Subsidiaries of the Obligors under this clause (i) and clause (ii) of this paragraph (e) at any time shall not exceed the Available Subsidiary Guarantee Amount at such time and (E) so long as the aggregate amount of all Guarantees by the Subsidiaries of the Obligors under this clause (i) and clause (ii) of this paragraph (e) that in each case do not constitute Subordinated Indebtedness at any time shall not exceed the Available Pari Passu Subsidiary Guarantee Amount at such time,

(ii) no Subsidiary of an Obligor may Guarantee any obligations of any Obligor incurred pursuant to paragraph (o) of this Section, *provided further* that any Subsidiary may Guarantee the obligations of the Obligors incurred pursuant to paragraph (o) of this Section (A) so long as such Subsidiary also Guarantees the Obligations, (B) in the case of a Guarantee by any Subject Target Entity, to the extent such Guarantee is

permitted under paragraph (p) of this Section, (C) if the obligations of such Obligor constitutes Subordinated Indebtedness, such Guarantee must also constitute Subordinated Indebtedness, (D) so long as the aggregate amount of all Guarantees by the Subsidiaries (other than any Subject Target Entity) of the Obligors under this clause (ii) and clause (i) of this paragraph (e) at any time shall not exceed the Available Subsidiary Guarantee Amount at such time, and (E) so long as the aggregate amount of all Guarantees by the Subsidiaries of the Obligors under this clause (ii) and clause (i) of this paragraph (e) that in each case do not constitute Subordinated Indebtedness at any time shall not exceed the Available Pari Passu Subsidiary Guarantee Amount at such time, and

(iii) no Subsidiary of an Obligor may Guarantee the obligations of a Subject Target Entity incurred or assumed pursuant to paragraph (p) of this Section, *provided further* that a Subject Target Entity may Guarantee the obligations of any other Subject Target Entity incurred pursuant to paragraph (p) of this Section in connection with the Permitted Acquisition of such Subject Target Entity (A) so long as such Subsidiary also Guarantees the Obligations and (B) to the extent such Guarantee is permitted under paragraph (p) of this Section;

(f) Indebtedness of the Obligors or any of their Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by such Obligor or such Subsidiary in the ordinary course of business against insufficient funds, so long as such Indebtedness is promptly repaid;

(g) Indebtedness of the Obligors or any of their Subsidiaries in respect of workers' compensation claims, property casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid and surety bonds and completion guaranties, in each case in the ordinary course of business;

(h) Indebtedness issued in lieu of cash payments of Restricted Payments permitted by Section 7.06 (other than under paragraph (o) thereof); *provided* that such Indebtedness is subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(i) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business;

(j) Guarantees made in the ordinary course of business; *provided* that such Guarantees are not of Indebtedness for borrowed money and such Guarantees would not otherwise in the aggregate reasonably be expected to have a Material Adverse Effect;

(k) the Employee Loan Indebtedness in an aggregate principal amount not exceeding $50,000,000 at any time outstanding;

(l) purchase money Indebtedness incurred by the Obligors or any of their Subsidiaries to finance the acquisition of fixed assets, *provided* that the aggregate outstanding principal amount of all such purchase money Indebtedness shall not exceed $5,000,000 at any time;

(m) other Indebtedness of the Obligors (including Guarantees of any Indebtedness) in an aggregate principal amount not exceeding $25,000,000 at any time outstanding;

(n) other unsecured Indebtedness of the Obligors (including Guarantees by the Obligors of any Indebtedness) such that the aggregate outstanding principal amount of such

Indebtedness permitted pursuant to this paragraph (n) at any time, when added to the sum of the aggregate outstanding principal amount of all other Indebtedness of the Obligors and their Subsidiaries at such time (other than (i) any Indebtedness permitted by paragraph (o) of this Section and (ii) any Indebtedness permitted by paragraph (p) of this Section) shall not exceed $2,200,000,000, *provided* that immediately before and after giving effect to the incurrence of any such Indebtedness, the Obligors shall be in Pro Forma Compliance (and, at any time after the aggregate principal amount of Indebtedness incurred under this paragraph (n) exceeds $25,000,000, for each incurrence of Indebtedness under this paragraph (n) thereafter (or for any initial incurrence of Indebtedness under this paragraph (n) in an aggregate principal amount exceeding $25,000,000), a Responsible Officer on behalf of the Obligors shall have certified as such to the Administrative Agent);

(o) Indebtedness and any Permitted Refinancing Indebtedness of the Obligors incurred to finance a Permitted Acquisition (including Guarantees by the Obligors of such Indebtedness);

(p) Indebtedness and any Permitted Refinancing Indebtedness of any Subject Target Entity (including Guarantees by any Subject Target Entity of such Indebtedness permitted pursuant to paragraph (e) of this Section), *provided* that (i) such Indebtedness is (A) incurred in connection with such Permitted Acquisition or (B) existing at the time such Person becomes a Subsidiary and (ii) the aggregate principal amount of Indebtedness permitted by this paragraph (p) shall not exceed $250,000,000 at any one time outstanding; and

(q) other Indebtedness incurred in the ordinary course of business in an aggregate principal amount not exceeding $5,000,000 at any time outstanding;

provided that, notwithstanding the last sentence of the definition of "Guarantee", for purposes of determining the aggregate outstanding principal amount of any Indebtedness, the amount of any Guarantee shall be deemed to equal the aggregate outstanding principal amount of the Indebtedness that is guaranteed by such Guarantee.

SECTION 7.02 Liens. Each Obligor will not, nor will it permit any of its Subsidiaries to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or (except in connection with a transaction permitted by Section 7.03(d)) assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Liens created pursuant to the Security Documents;

(b) Permitted Encumbrances;

(c) any Lien on any property or asset of any of the Obligors or any of their Subsidiaries existing on the Amendment Effective Date that is set forth in Part B of Schedule 2 of the Disclosure Schedules Statement; *provided* that (i) no such Lien shall extend to any other property or asset of such Obligor or any of its Subsidiaries and (ii) any such Lien shall secure only those obligations which it secures on the Amendment Effective Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(d) any interest or title of a lessor under any lease or sublease entered into by any Obligor or any Subsidiary in the ordinary course of its business and covering only the assets so leased, and any financing statement filed in connection with any such lease;

(e) Liens solely on any cash earnest money deposits made by any Obligor or any of its Subsidiaries in connection with an Investment permitted by Section 7.05;

(f) Liens on cash or cash equivalents used to defease or to satisfy and discharge Indebtedness, *provided* that such defeasance or satisfaction and discharge is not otherwise prohibited hereunder;

(g) (i) Liens that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Obligors or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Obligors and the Subsidiaries or (C) relating to purchase orders and other agreements entered into with customers of the Obligors or any Subsidiary in the ordinary course of business and (ii) other Liens securing cash management obligations (that do not constitute Indebtedness) in the ordinary course of business;

(h) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(i) purchase money Liens granted by the Obligors or any of their Subsidiaries (including the interest of a lessor under purchase money Liens to which any property is subject at the time, on or after the Amendment Effective Date, of the Obligors' or their Subsidiaries' acquisition thereof) securing Indebtedness permitted under Section 7.01(l) and limited in each case to the property purchased with the proceeds of such purchase money Indebtedness;

(j) other Liens with respect to obligations that do not exceed $5,000,000 at any one time outstanding;

(k) Liens securing Indebtedness permitted by Section 7.01(m); *provided* that the Collateral Agent (for the benefit of the secured parties under the Security Documents) shall have at least an equal and ratable security interest in the property subject to such Liens pursuant to an intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent;

(l) Liens on any property or asset of any Subject Target Entity securing Indebtedness permitted under Section 7.01(p); *provided* that such Lien shall not apply to any other property or asset of any Obligor or any of its Subsidiaries; and

(m) Liens granted in the ordinary course of business by any Subsidiary (other than an Obligor) of any Obligor that is the general partner of a Fund Entity securing Indebtedness of such Fund Entity on the right of such Subsidiary to issue or make capital calls in its capacity as the general partner of such Fund Entity.

SECTION 7.03 Fundamental Changes. Each Obligor will not, nor will it permit any of its Subsidiaries to, enter into any transaction of merger or consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution). Each Obligor will not, nor will it permit any of its Subsidiaries to, acquire any business or property from, or capital stock of, or be a party to any acquisition of, any Person except for purchases of inventory and other property (including Equity Interests) to be sold or used in the ordinary course of business, and Investments permitted under Section 7.05(h), Section 7.05(i) and Section 7.05(j). Each Obligor will not, nor will it permit any of its Subsidiaries to, convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, any part of its business or property, whether now owned or hereafter acquired (including receivables and leasehold interests, but excluding (x) obsolete or worn-out property, tools or equipment no longer used or useful in its business, (y) any property (including Equity Interests of Subsidiaries) sold or disposed of in the ordinary course of business and on ordinary business terms and (z) the issuance of Equity Interests of the Obligors permitted under Section 7.06).

Notwithstanding the foregoing provisions of this Section:

(a) any Obligor or any Subsidiary of an Obligor may be merged or consolidated with or into any other Obligor or any Subsidiary of an Obligor; *provided* that (i) if any such transaction shall be between a Subsidiary (other than an Obligor or a Subsidiary Guarantor) and a wholly owned Subsidiary (other than an Obligor or a Subsidiary Guarantor), the wholly owned Subsidiary shall be the continuing or surviving entity, (ii) if any such transaction shall involve an Obligor, such Obligor shall be the continuing or surviving entity, and (iii) if any such transaction shall be between a Subsidiary Guarantor and a Non-Subsidiary Guarantor, such Subsidiary Guarantor shall be the continuing or surviving entity;

(b) any Subsidiary (other than an Obligor) of an Obligor may sell, lease, transfer or otherwise dispose of any or all of its property (upon voluntary liquidation or otherwise) to such Obligor or any wholly owned Subsidiary of such Obligor;

(c) the Equity Interests of any Subsidiary (other than an Obligor) of an Obligor may be sold, transferred or otherwise disposed of to such Obligor or any wholly owned Subsidiary of such Obligor;

(d) (i) the Subsidiaries (other than an Obligor) of the Obligors may undergo a restructuring, (ii) any Obligor or any Subsidiary of an Obligor may be reorganized as a corporation in its jurisdiction of organization or in Delaware or the Cayman Islands, (iii) any Subsidiary of an Obligor may enter into a merger or consolidation to effect a Permitted Acquisition pursuant to Section 7.05(i), and (iv) the Obligors and their Subsidiaries may consummate the Company Reorganization (each of the transactions described in clauses (i) through (iv) of this paragraph (d), which in the case of the foregoing clause (iv) shall be deemed to mean the series of transactions that, taken as a whole, constitute the Company Reorganization, a "Restructuring Transaction"), in each case so long as

(u) such Restructuring Transaction could not reasonably be expected to (1) materially adversely affect the Collateral or the rights of the Lenders under the Loan Documents with respect to the Collateral or (2) materially reduce the expected distributions to be received by the Obligors in respect of Management Fees and Carried Interest,

(v) immediately before and after the consummation of such Restructuring Transaction, no Default shall have occurred and be continuing,

(w) immediately after giving effect to the consummation of such Restructuring Transaction, the Obligors shall be in Pro Forma Compliance (and, except with respect to clause (iv) above, a Responsible Officer on behalf of the Obligors shall have certified as such to the Administrative Agent),

(x) except with respect to clause (iv) above, the Obligors shall have delivered a notice to the Administrative Agent containing a reasonably detailed description of such Restructuring Transaction at least 10 Business Days prior to the consummation of such Restructuring Transaction,

(y) such Restructuring Transaction could not reasonably be expected to adversely affect the priority in right of payment of the Obligations, or the priority of the Liens securing the Obligations (subject to Liens permitted by this Agreement), in each case relative to (1) any other creditor of any Obligor or any Subsidiary of an Obligor and

(2) any Person to whom any Obligor or any Subsidiary of an Obligor owes Indebtedness, and

(z) with respect to clause (ii) or (iv) above, if any such Restructuring Transaction shall involve an Obligor, an Obligor shall be the continuing or surviving entity; and

(e) any Subsidiary (other than an Obligor) of an Obligor may enter into a transaction of merger, consolidation or amalgamation, liquidate, wind up or dissolve itself, in each case, in the ordinary course of business, consistent with past practice and to the extent not otherwise material to the Obligors and their Subsidiaries on a consolidated basis.

Solely for the purpose of determining whether a Subsidiary is a wholly owned Subsidiary under this Section, if, with respect to any Subsidiary, a de minimis amount of the Equity Interests of such Subsidiary are required to held by another Person under applicable Requirements of Law (including qualifying directors shares and similar requirements), effect shall not be given to such de minimis holding in determining whether such Subsidiary is wholly-owned.

SECTION 7.04 Lines of Business. Each Obligor will not, nor will it permit any of its Subsidiaries to, engage to any material extent in any business other than the business of the type conducted by the Obligors and their Subsidiaries on the Amendment Effective Date and businesses reasonably related thereto and reasonable extensions thereof.

SECTION 7.05 Investments. Each Obligor will not, nor will it permit any of its Subsidiaries to, make or permit to remain outstanding any Investments except:

(a) Investments outstanding on the Amendment Effective Date and identified in Schedule 5 of the Disclosure Schedules Statement;

(b) operating deposit accounts with banks;

(c) Permitted Investments;

(d) Investments by the Obligors and their Subsidiaries in the Obligors and their Subsidiaries;

(e) Investments in (i) Fund Entities and (ii) portfolio companies and other investments and investment vehicles of any of the Fund Entities, *provided* that no Investments shall be permitted to be made in any Fund Entity that is Controlled or managed by a Non-Controlled Acquired Entity (or portfolio companies and other investments and investment vehicles of such Fund Entity) unless (A) no Event of Default shall have occurred and be continuing at the time of such Investment and immediately after giving effect thereto and (B) the Obligors shall be in Pro Forma Compliance (and a Responsible Officer on behalf of the Obligors shall have certified as such to the Administrative Agent);

(f) Specified Hedging Agreements and any other Hedging Agreements entered into in the ordinary course of business and not for speculative purposes;

(g) loans and advances to employees, consultants or directors of the Obligors or any of their Subsidiaries in the ordinary course of business (including advances of payroll payments) in an aggregate amount not to exceed $5,000,000 (excluding (for purposes of such cap) travel and entertainment expenses, but including relocation expenses) at any one time outstanding;

(h) Investments (including debt obligations) received in the ordinary course of business by the Obligors or any Subsidiary in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising out of the ordinary course of business;

(i) Investments constituting Permitted Acquisitions;

(j) Investments constituting Permitted Acquisition Equity Repurchases;

(k) Investments in any Non-Controlled Acquired Entity so long as, with respect to any such Investment, the Obligors and their Subsidiaries shall have complied with the requirements set forth in clauses (a) through (f) of the definition of "Permitted Acquisition" as if such Investment constituted a "Permitted Acquisition" thereunder (and the Administrative Agent shall have received, prior to or concurrently with the consummation of such Investment, a certificate signed by a Responsible Officer of each Obligor confirming compliance with the requirements of such clauses (a) through (f) with respect to such Investment);

(l) additional Investments up to but not exceeding $10,000,000 in the aggregate;

(m) Investments with the proceeds of any Loan to the extent permitted by Sections 6.08(b)(ii) and 6.08(b)(iii); and

(n) Investments required to effect the Company Reorganization.

For purposes of clause (l) of this Section, the aggregate amount of an Investment at any time shall be deemed to be equal to (A) the aggregate amount of cash, together with the aggregate fair market value of property, loaned, advanced, contributed, transferred or otherwise invested that gives rise to such Investment *minus* (B) the aggregate amount of dividends, distributions or other payments received in cash in respect of such Investment; the amount of an Investment shall not in any event be reduced by reason of any write-off of such Investment nor increased by any increase in the amount of earnings retained in the Person in which such Investment is made that have not been dividended, distributed or otherwise paid out.

SECTION 7.06 Restricted Payments. Each Obligor will not, nor will it permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or any bonus or incentive awards payments to Global Partners, except that

(a) any Obligor and any of its Subsidiaries may make Restricted Payments to, directly or indirectly, purchase its Equity Interests (including related stock appreciation rights, restricted stock units or similar securities) from its present or former officers, partners, members, directors, consultants, agents or employees (or their estates, family members or former spouses) upon the death, disability, retirement or termination of the applicable officer, partner, member, director, consultant, agent or employee or pursuant to any equity subscription agreement, stock option or equity incentive award agreement, shareholders' or members' agreement or similar agreement, plan or arrangement; *provided* that the aggregate amount of payments under this clause (a) in any fiscal year of the Borrowers shall not exceed the sum of $10,000,000 (which shall increase to $20,000,000 after the Qualified IPO Date) *plus* (ii) any proceeds received from key man life insurance policies *plus* (iii) the amount of any bona fide cash bonuses otherwise payable to members of management, directors or consultants of the Obligors and their Subsidiaries in connection with the Transactions that are foregone in return for the receipt of Equity Interests the fair market value of which is equal to or less than the amount of such cash bonuses; *provided further* that any Restricted Payments permitted (but not made) pursuant to this clause (a) in any prior fiscal year may be carried forward to any subsequent calendar year;

(b) any Subsidiary of any Obligor may make Restricted Payments to any wholly-owned Subsidiary of any Obligor;

(c) any Subsidiary of the Obligors may make distributions to its limited partners and other Subsidiaries of the Obligors pursuant to and in accordance with such Subsidiary's organizational documents;

(d) the Borrowers may make Restricted Payments from Carried Interest received by the Borrowers so long as, immediately before and after giving effect to such Restricted Payment, no Payment Default or Event of Default shall have occurred and be continuing;

(e) any Obligor may make bonus or incentive awards payments to any Global Partner so long as, immediately before and after giving effect to such payment, no Event of Default shall have occurred and be continuing;

(f) in respect of any period during which any Obligor qualifies as a partnership for U.S. federal and state income tax purposes, such Obligor shall be permitted to distribute to owners of any Equity Interests thereof with respect to each fiscal year of such Obligor an aggregate cash amount equal to the product of (a) the amount of taxable income allocated by such Obligor to such owners for such fiscal year, as reduced by any available carryforwards of net operating losses, capital losses, and similar items (collectively, "Available Carryforwards"), but, in respect of any fiscal year ending after the Amendment Effective Date, only to the extent such Available Carryforwards arise out of a loss or similar item realized by such Obligor on or after Amendment Effective Date, calculated by assuming that each such owner elects to carry forward such items and that such owner's only income, gain, deductions, losses and similar items are those allocated to such owner by such Obligor and taking into account such limitations as the limitation on the deductibility of capital, multiplied by (b) the highest effective combined federal, state and local income tax rate applicable during such Fiscal Year to a natural person residing in New York, New York taxable at the highest marginal federal income tax rate and the highest marginal income tax rates (after giving effect to the federal income tax deduction for such State and local income taxes and without taking into account the effects of Sections 67 and 68 of the Code), *provided* that (i) any such payment shall be permitted only if, immediately before and after giving effect to such payment, no Payment Default or Bankruptcy Event of Default shall have occurred and be continuing and (ii) with respect to any fiscal year ending after the Amendment Effective Date, the amount of taxable income referred to in clause (a) above shall only be reduced by an amount equal to 75% of Available Carryforwards;

(g) the Obligors may make a Restricted Payment to the owners of Equity Interests thereof in an amount equal to the excess of (i) the aggregate amount of actual tax payments made by the Affected Carlyle Owners for the fiscal year 2009 over (ii) the aggregate amount of distributions previously made to the Affected Carlyle Owners pursuant to Section 7.06(f) of the Existing Credit Agreement for such fiscal year, *provided* that (i) such Restricted Payment shall be permitted only if, immediately before and after giving effect to such Restricted Payment, no Payment Default or Bankruptcy Event of Default shall have occurred and be continuing and (ii) only one such Restricted Payment shall be permitted pursuant to this paragraph (g);

(h) (i) any Obligor may make Restricted Payments in the form of Equity Interests of such Obligor and (ii) any Subsidiary of any Obligor may make Restricted Payments to any Obligor or any Subsidiary of any Obligor in the form of Equity Interests of such Subsidiary;

(i) any Obligor or any of their Subsidiaries may make bonus payments on account of Carried Interest received from Carlyle Japan Partners II, L.P. (or any successor fund with a

similar organization) in lieu of Carried Interest; *provided* that any such distribution may be made only to the extent that a distribution could have been made under clause (d) above;

(j) any Obligor or any of their Subsidiaries may make Restricted Payments on account of Deal Team Interest to members, partners, employees, contractors or advisors of the Borrowers or any of their Affiliates;

(k) the Obligors may make Restricted Payments from the Net Cash Proceeds of any sale or sales of Equity Interests of the Obligors;

(l) the Obligors or any of their Subsidiaries may make Investments permitted pursuant to Section 7.05(j);

(m) the Obligors may make a Restricted Payment from the Net Cash Proceeds of any incurrence of Subordinated Indebtedness;

(n) any Subsidiary that is not wholly-owned by the Obligors may make a Restricted Payment to the holders of the Equity Interests in such Subsidiary on a pro rata basis for all such holders with respect to both the amount and form of such Restricted Payment;

(o) the Obligors may make a Restricted Payment of the type described in Section 6.08(b)(i) from (i) the proceeds of any Revolving Credit Loan to the extent permitted by Section 6.08(b) and (ii) cash and Permitted Investments, the source of which is business operations and not from the incurrence of any Indebtedness; and

(p) the Obligors may make Restricted Payments (other than a Restricted Payment of the type described in Section 6.08(b)(i)) required to effect the Company Reorganization.

SECTION 7.07 Transactions with Affiliates. Each Obligor will not, nor will it permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions otherwise not prohibited under this Agreement or any other Loan Document, (b) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to an Obligor or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties and (c) transactions between or among an Obligor and its wholly owned Subsidiaries not involving any other Affiliate. For the avoidance of doubt, this Section shall not apply to employment, bonus, retention and severance arrangements with, and payments of compensation or benefits to or for the benefit of, current of former employees, consultants, officers or directors of any Obligor or any of its Subsidiaries in the ordinary course of business.

SECTION 7.08 Restrictive Agreements. Each Obligor will not, nor will it permit any of its Subsidiaries to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of an Obligor or any Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability of any Subsidiary to make Restricted Payments or to make or repay loans or advances to, or make Investments in, an Obligor or any other Subsidiary or to Guarantee Indebtedness of such or any other Subsidiary; *provided* that:

(i) the foregoing shall not apply to (x) restrictions and conditions imposed by law or by this Agreement and the other Loan Documents, (y) restrictions and conditions existing on the Amendment Effective Date identified on Schedule 3 of the Disclosure Schedules Statement (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition) and (z) customary restrictions and conditions

contained in agreements relating to the sale of a Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted hereunder; and

(ii) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness, (B) customary provisions in leases and other contracts restricting the assignment or subletting thereof, (C) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby and the proceeds thereof), (D) software and other intellectual property licenses pursuant to which any Credit Party is the licensee of the relevant software or intellectual property, as the case may be, (in which case, any prohibition or limitation shall relate only to the assets subject of the applicable license), (E) Contractual Obligations incurred in the ordinary course of business and on customary terms which limit Liens on the assets subject of the applicable Contractual Obligation, (F) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, (G) restrictions imposed by applicable law, (H) customary provisions restricting assignment of any agreement entered into in the ordinary course of business and (I) restrictions and conditions upon the ability of a Subject Target Entity to create, incur or permit to exist any Lien upon any of its property or assets imposed by any agreement relating to Indebtedness of such Subject Target Entity that is permitted by Section 7.01(p)(i)(B) so long as such restrictions or conditions apply only to the property or assets of such Subject Target Entity; and

(iii) clause (b) of the foregoing shall not apply to (A) any restrictions regarding licenses or sublicenses by the Credit Parties of intellectual property in the ordinary course of business (in which case such restriction shall relate only to such intellectual property), (B) Contractual Obligations incurred in the ordinary course of business which include customary provisions restricting the assignment of any agreement relating thereto, (C) customary provisions contained in joint venture agreements and other similar agreements applicable to joint ventures entered into in the ordinary course of business, and (D) customary provisions restricting the subletting or assignment of any lease governing a leasehold interest.

SECTION 7.09 Minimum Management Fee Earnings Assets Amount. Each Obligor will not permit the Management Fee Earning Assets Amount on any Quarterly Date commencing with the Quarterly Date falling in September 2011 to be less than $50,100,000,000 (the "Minimum Assets Amount"), which Minimum Assets Amount shall immediately upon the consummation of any New Acquisition be increased by an amount equal to the product of (a) 70% *multiplied by* (b) the aggregate amount of the Additional Management Fee Earning Assets, if any (and without duplication), for the Target acquired pursuant to such New Acquisition or the New Controlled Entity subject to such New Acquisition.

SECTION 7.10 Modifications of Certain Documents. (a) Other than pursuant to a transaction permitted by Section 7.03, each Obligor will not, nor will it permit any of its Subsidiaries to, consent to any amendment, modification, rescission or termination of or waiver under any documents relating to the organization or existence of any such Person or any document relating to any Management Fees or Carried Interest, to the extent that such amendment, modification, rescission, termination or waiver could reasonably be expected to materially adversely affect the Collateral or the rights of the Lenders under the Loan Documents with respect to the Collateral or could reasonably be expected to materially reduce the then-expected distributions to be received by the Obligors, taken as a whole, in respect of Management Fees and Carried Interest; and (b) each Obligor will not, nor will it permit any of its Subsidiaries to, consent to any amendment, modification, rescission or termination of or waiver under

any material agreement relating to or evidencing any of the Collateral, except where any such action would not reasonably be expected to result in a Material Adverse Effect.

SECTION 7.11 Subordinated Indebtedness. Each Obligor will not, nor will it permit any of its Subsidiaries to, purchase, redeem, retire or otherwise acquire for value, or set apart any money for a sinking, defeasance or other analogous fund for the purchase, redemption, retirement or other acquisition of, or make any payment of the principal of or interest on, or any other amount owing in respect of, any Subordinated Indebtedness; *provided* that (a) the Obligors may prepay such Subordinated Indebtedness in whole or in part (i) from the Net Cash Proceeds of any sale or sales of Equity Interests of the Obligors and (ii) from the Net Cash Proceeds of any incurrence of Subordinated Indebtedness, (b) the Obligors may make regularly scheduled payments of principal and interest in respect thereof required pursuant to the agreement, instrument or other document evidencing such Subordinated Indebtedness so long as, immediately before and after giving effect to each such payment, (i) no Default shall have occurred and be continuing and (ii) the Obligors shall be in Pro Forma Compliance (and a Responsible Officer on behalf of the Obligors shall have certified as such to the Administrative Agent), (c) for the avoidance of doubt, any Obligor may convert Subordinated Indebtedness into Equity Interests of such Obligor and (d) the Obligors may purchase or redeem Subordinated Indebtedness from the Mubadala Investors in connection with the Specified IPO from (i) the proceeds of any Revolving Credit Loan to the extent permitted by Section 6.08(b) and (ii) cash and Permitted Investments, the source of which is business operations and not from the incurrence of any Indebtedness.

SECTION 7.12 Financial Covenants.

(a) Total Indebtedness Ratio. Each Obligor will not permit the Total Indebtedness Ratio to exceed the following respective ratios at any time during the following respective periods:

Period	Ratio
From and including the Amendment Effective Date to but excluding December 31, 2013	5.50 to 1
From and including December 31, 2013 and at all times thereafter	5.00 to 1

(b) Total Senior Indebtedness Ratio. Each Obligor will not at any time permit the Total Senior Indebtedness Ratio to exceed 2.50 to 1.

(c) Interest Coverage Ratio. Each Obligor will not at any time permit the Interest Coverage Ratio to be less than 4.00 to 1.

ARTICLE VIII
EVENTS OF DEFAULT

SECTION 8.01 Events of Default. If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof or (ii) any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due in accordance with the terms hereof, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this

Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five or more Business Days;

(c) any representation or warranty made or deemed made by any Credit Party (including any Responsible Officer on behalf of any Credit Party) in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, or in any report, certificate or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, shall prove to have been incorrect when made or deemed made in any material respect;

(d) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in Section 6.02(a), Section 6.03 (with respect to such Obligor's existence), Section 6.08, Section 6.09(a), Section 6.09(b), Section 6.09(c), Section 6.09(d) or in Article VII;

(e) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document and such failure shall continue unremedied for a period of 30 or more days after notice thereof from the Administrative Agent or any Lender to the Borrowers;

(f) any Credit Party, any Material Subsidiary or any Fund Entity shall fail to make any payment of principal or interest (beyond any grace period applicable thereto) in respect of any Material Indebtedness, when and as the same shall become due and payable; *provided* that this clause (f) shall not apply to any Guarantees except to the extent such Guarantees shall become due and payable by any Credit Party, any Material Subsidiary or any Fund Entity and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause (with the giving of notice if required) any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale or transfer of all or a portion of the property or assets securing such Indebtedness or (ii) any Guarantees except to the extent such Guarantees shall become due and payable by any Obligor, any Material Subsidiary or any Fund Entity and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Subject Party or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Subject Party or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Subject Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition

described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Subject Party or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) any Credit Party or any Material Subsidiary thereof shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) the failure by any Credit Party or any Material Subsidiary thereof to pay one or more final judgments aggregating in excess of $50,000,000 (net of any amounts which are covered by insurance or bonded), which judgments are not discharged or effectively waived or stayed for a period of 30 consecutive days, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of any Borrower or any Material Subsidiary thereof to enforce any such judgment;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(m) a Change in Control shall occur; or

(n) (i) any of the Primary Security Documents shall cease, for any reason (other than by reason of the express release thereof pursuant to Section 10.18) to be in full force and effect or shall be asserted in writing by any Credit Party not to be a legal, valid and binding obligation of any party thereto, (ii) any security interest purported to be created by the Primary Security Documents in a material portion of the Collateral shall cease to be, or shall be asserted in writing by any Credit Party not to be, a valid and perfected security interest (having the priority required by this Agreement or the relevant Primary Security Document) in the securities, assets or properties covered thereby, except to the extent that any such loss of perfection or priority results from limitations of foreign laws, rules and regulations as they apply to pledges of Equity Interests in Foreign Subsidiaries or the application thereof, or from the failure of the Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under any Primary Security Document, or (iii) the Guarantees pursuant to the Primary Security Documents by any Credit Party shall cease to be in full force and effect (other than in accordance with the terms thereof), or shall be asserted in writing by any Credit Party not to be in effect or not to be legal, valid and binding obligations;

then, and in every such event (other than a Bankruptcy Event of Default), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate the Revolving Credit Commitments, and thereupon the Revolving Credit Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Obligors accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Obligor; and in case of any Bankruptcy Event of Default, the Revolving Credit Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Obligors accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Obligor. A vote of the

Required Lenders shall be effective to rescind acceleration of the Loans (except with respect to any acceleration resulting from any Bankruptcy Event of Default).

ARTICLE IX
AGENCY

SECTION 9.01 The Agents. Each of the Lenders and the Issuing Banks hereby irrevocably appoints Citibank to act on its behalf as the Administrative Agent and Collateral Agent hereunder and under the other Loan Documents and authorizes each Agent to take such actions on its behalf and to exercise such powers as are delegated to such Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

Each Person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each Person serving as an Agent hereunder in its individual capacity. Each such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Obligors or any Subsidiary or other Affiliate thereof as if such Person were not an Agent hereunder and without any duty to account therefor to the Lenders.

Neither Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, neither Agent shall:

(a) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that such Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, or shall be liable for the failure to disclose, any information relating to any Obligor or any of its Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity.

Neither Agent shall be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as such Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.02) or (ii) in the absence of its own gross negligence or willful misconduct. Each Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to such Agent by the Obligors, a Lender or an Issuing Bank.

Neither Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan

Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to such Agent.

Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, each Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless such Agent shall have received notice to the contrary from such Lender or such Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. Each Agent may consult with legal counsel (who may be counsel for an Obligor), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through its Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of each Agent and any such sub-agents, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as such Agent.

Subject to, and effective upon, the appointment and acceptance of a successor Agent as provided below, any Agent may resign at any time by notifying the Lenders and the Borrowers. Upon any such resignation, the Required Lenders shall have the right to appoint a successor with the consent of the Borrowers (which consent (i) shall not be required if a Payment Default or Bankruptcy Event of Default shall have occurred and be continuing and (ii) shall not be unreasonably withheld or delayed). If no successor shall have been so appointed by the Required Lenders and approved by the Borrowers and shall have accepted such appointment within 45 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders with the consent of the Borrowers (which consent (i) shall not be required if a Payment Default or Bankruptcy Event of Default shall have occurred and be continuing and (ii) shall not be unreasonably withheld or delayed), appoint a successor Agent which shall be a bank with an office in New York, New York and an office in London, England (or a bank having an Affiliate with such an office) having a combined capital and surplus that is not less than $500,000,000 or an Affiliate of any such bank. Upon the acceptance of any appointment as Agent hereunder by a successor bank, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Agent and the retiring Agent shall be discharged from all of its duties and obligations hereunder. After an Agent's resignation hereunder, the provisions of this Article and Section 10.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Agent.

Each Lender and each Issuing Bank acknowledges that it has, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Agents or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

The Agents are hereby irrevocably authorized by each of the Lenders to effect any release or subordination of Liens or Obligations contemplated by Section 10.18.

SECTION 9.02 Bookrunners, Etc. Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers, co-documentation agents or syndication agent listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as an Agent, a Lender or an Issuing Bank hereunder.

ARTICLE X
MISCELLANEOUS

SECTION 10.01 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein and in the other Loan Documents shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier, as follows:

(i) if to any Credit Party, to it at 1001 Pennsylvania Avenue, NW, Suite 220S, Washington, D.C., 20004, Attention of Dana Laidhold, Treasurer (Telecopier No. (202) 347-5550; Telephone No. (202) 729-5287), with a copy to Jeffrey W. Ferguson, Managing Director and General Counsel (Telecopier No. (202) 347-5550; Telephone No. (202) 729-5325);

(ii) if to the Administrative Agent, to Citibank NA, Bank Loan Syndications, at 1615 Brett Road OPS III, New Castle, DE 19720, Attention of Bank Loan Syndications, Dana Fuski Dugan, (Telecopier No. (212) 994 0961; Telephone No, (302) 894-6003);

(iii) if to the Collateral Agent, to Citibank, N.A. at 2 Penns Way, New Castle, Delaware 19720, Attention of Suzy Gallagher (Telecopier No. (212) 994-0961 Telephone No. (302) 323-2478;

(iv) if to Citibank as Issuing Bank, to it at 3800 Citibank Center, Building B, Tampa, FL 33610-9122 , Attention of Karen Kunze (Telecopier No. (813) 604-7187; Telephone No.(813) 604-7038); and 388 Greenwich St, 23rd Floor, New York, NY 10013, Attention of Anthony Lieggi (Telecopier No. (646) 291-1716 ; Telephone No. (212) 816-4131); and

(v) if to a Lender, to it at its address (or telecopier number) set forth in its Administrative Questionnaire;

or, as to the any Credit Party or any Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each other party hereto, at such other address as shall be designated by such party in a written notice to the Borrowers and the Administrative Agent. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Banks hereunder and under the other Loan Documents may be delivered or furnished by

electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender or any Issuing Bank pursuant to Article II if such Lender or such Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrowers may, in its discretion, agree to accept notices and other communications to it hereunder and under the other Loan Documents by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

Anything in this Agreement to the contrary notwithstanding:

(x) So long as Citibank or any of its Affiliates is the Administrative Agent, materials required to be delivered pursuant to Section 6.01 shall be delivered to the Administrative Agent in an electronic medium in a format acceptable to the Administrative Agent and the Lenders by e-mail at oploanswebadmin@citigroup.com. The Credit Parties agree that the Administrative Agent may make such materials, as well as any other written information, documents, instruments and other material relating to a Credit Party, any of its Subsidiaries or any other materials or matters relating to this Agreement or any of the transactions contemplated hereby (collectively, the "Communications") available to the Lenders by posting such notices on Intralinks or a substantially similar electronic system (the "Platform"). The Borrowers and the Lenders acknowledge that (1) although the Platform and its primary web portal are secured with generally applicable security procedures and policies implemented or modified by the Administrative Agent from time to time, the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (2) the Platform is provided "as is" and "as available" and (3) neither the Administrative Agent nor any of its Affiliates warrants the accuracy, adequacy or completeness of the Communications or the Platform and each expressly disclaims liability for errors or omissions in the Communications or the Platform, except to the extent such errors or omissions are due to the gross negligence, bad faith or willful misconduct of the Administrative Agent or any of its Affiliates. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Affiliates in connection with the Platform.

(y) Each Lender agrees that notice to it (as provided in the next sentence) (a "Notice") specifying that any Communications have been posted to the Platform shall constitute effective delivery of such information, documents or other materials to such Lender for purposes of this Agreement; *provided* that if requested by any Lender, the Administrative Agent shall deliver a copy of the Communications to such Lender by email or telecopier. Each Lender agrees (1) to notify the Administrative Agent in writing of such Lender's e-mail address to which a Notice may be sent by electronic transmission (including by electronic communication) on or before the date such Lender becomes a party to this Agreement (and from time to time thereafter

to ensure that the Administrative Agent has on record an effective e-mail address for such Lender) and (2) that any Notice may be sent to such e-mail address."

SECTION 10.02 Waivers; Amendments.

(a) No Deemed Waivers; Remedies Cumulative. No failure or delay by any Agent, any Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Agents, the Issuing Banks and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Obligor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether any Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Amendments. Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the applicable Credit Parties and the Required Lenders or by the applicable Credit Parties and the Administrative Agent (or, in the case of the Security Documents, the Collateral Agent) with the consent of the Required Lenders; *provided* that no such agreement shall

(i) increase any Revolving Credit Commitment of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon (except for reduction of interest by virtue of a default waiver), or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby,

(iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Revolving Credit Commitment, without the written consent of each Lender directly and adversely affected thereby,

(iv) change Section 2.17(c) or (d) in a manner that would alter the *pro rata* sharing of payments required thereby without the written consent of each Lender directly and adversely affected thereby,

(v) change any of the provisions of this Section or the percentage in the definition of the term "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender, or

(vi) release all or substantially all of the (x) Parent Guarantor from its guarantee obligations under Article III, Carried Interest Guarantors from the Carried Interest Guarantee and Security Agreement, the Management Fee Guarantors from the Management Fee Guarantee and Security Agreement or the General Guarantors from the General Guarantee and Security

Agreement, or (y) Collateral, without in each case the written consent of each Holder, and in each case except pursuant to a transaction permitted by Section 7.03;

and *provided further* that (x) no such agreement shall amend, modify or otherwise affect the rights or duties of any Agent or any Issuing Bank hereunder or under the other Loan Documents without the prior written consent of such Agent or such Issuing Bank, as the case may be and (y) any modification or supplement of Article III shall require the consent of the Parent Guarantor.

SECTION 10.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay (i) all reasonable out-of-pocket costs and expenses incurred by each Agent and its Affiliates (including the reasonable fees, charges and disbursements of not more than one counsel per jurisdiction (unless multiple counsels are necessary to avoid conflicts of interest) for such Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof, (ii) all reasonable out-of-pocket costs and expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all documented out-of-pocket costs and expenses incurred by any Agent, any Issuing Bank or any Lender (including the fees, charges and disbursements of not more than one counsel per jurisdiction (unless multiple counsels are necessary to avoid conflicts of interest) for each such Agent, any Issuing Bank or any Lender) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket costs and expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit and (iv) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or any other Loan Document or any other document referred to herein or therein and all costs, expenses, taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated by any Security Document or any other document referred to therein.

(b) Indemnification by the Borrowers. The Borrowers shall indemnify each Agent (and any sub-agent thereof), each Lender and each Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related costs and expenses (including the fees, charges and disbursements of not more than one counsel per jurisdiction (unless multiple counsels are necessary to avoid conflicts of interest)) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by such Borrower or any other Credit Party any Obligor arising out of, in connection with, or as a result of any action, claim, judgment or suite arising out of or in connection with (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any Environmental Liability related in any way to the Borrowers or any of their Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by such Borrower or any other Credit Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related costs and expenses are determined by a court of competent jurisdiction to have

resulted from the gross negligence or willful misconduct of, or the breach of any Loan Document by, such Indemnitee or any of its Affiliates or the directors, officers, employees or advisors of any of them.

(c) Reimbursement by Lenders. To the extent that the Borrowers (and, with respect to the guarantees hereunder, the Parent Guarantor) for any reason fail to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by them to any Agent (or any sub-agent thereof) or any Issuing Bank or any Related Party of any of the foregoing, each Lender severally agrees to pay to such Agent (or any such sub-agent) or such Issuing Bank or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Agent (or any such sub-agent) or such Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for such Agent (or any such sub-agent) or such Issuing Bank in connection with such capacity. The obligations of the Lenders under this paragraph (c) are several obligations.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no Obligor shall assert, and each Obligor hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) Payments. All amounts due under this Section shall be payable promptly after receipt of a reasonably detailed invoice therefor.

SECTION 10.04 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that none of the Obligors may assign or otherwise transfer any of its rights or obligations hereunder (except pursuant to a transaction permitted hereunder) without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, each Issuing Bank, Participants, to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each Agent, each Issuing Bank, the Lenders and the Employee Loan Obligee) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitments and the Loans at the time owing to it) to any Person; *provided* that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) In the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Credit Commitments and the Loans at the time owing to it

or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Revolving Credit Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Revolving Credit Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, in the case of any assignment in respect of a Revolving Credit Commitment, or $1,000,000, in the case of any assignment in respect of a Term Loan, unless each of the Administrative Agent and, so long as no Non-Consent Event has occurred and is continuing, the Borrowers otherwise consent (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Revolving Credit Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations in respect of Revolving Credit Commitments and Term Loans on a non-*pro rata* basis.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrowers (such consents not to be unreasonably withheld or delayed) shall be required unless (x) a Non-Consent Event has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consent of the Issuing Banks shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500, and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to the Obligors. No such assignment shall be made to any Obligor or any of its Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such

Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Section 2.15 and Section 10.03 with respect to facts and circumstances occurring prior to the effective date of such assignment.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at one of its offices in New York, New York a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Credit Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be presumptively correct absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Administrative Agent, sell participations to any Person (other than a natural person or the Obligors or any of the Obligors' Affiliates or Subsidiaries) in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrowers, the Administrative Agent, the Lenders and the Issuing Banks shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (iv) the consent of the Borrowers (such consents not to be unreasonably withheld or delayed) shall be required for any such participation unless (x) a Non-Consent Event has occurred and is continuing at the time of such participation or (y) such participation is to a Lender, an Affiliate of a Lender or an Approved Fund.

Each Lender that sells a participation pursuant to paragraph (d) of this Section, acting solely for this purpose as a non-fiduciary agent of the Borrower and solely for tax purposes, shall maintain a register comparable to the Register on which it shall enter the name and address of each Participant and the economic interests of each Participant in all or a portion of the participating Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it) (the "Participant Register"). The entries in the Participant Register shall be presumptively correct absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary. Notwithstanding anything herein to the contrary, such Lender shall not be required to disclose the Participant Register except that (i) such Lender shall be required to make its Participant Register available to the Administrative Agent or to the Borrower if requested by the Borrower in connection with the exercise by a related Participant of remedies hereunder and (ii) such Lender shall be required to make its Participant Register available to the Internal Revenue Service if requested by the Internal Revenue Service or the Borrower and to the extent required by the Internal Revenue Service.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso of Section 10.02(b) that directly and

adversely affects such Participant. Subject to paragraph (e) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.17(d) as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 2.14 and Section 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent after disclosure of such greater payments. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.16 unless the Borrowers are notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.16(e) as though it were a Lender and any such Participant shall be deemed to be a Lender for the purposes of the definition of Excluded Taxes.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 10.05 Survival. All representations and warranties made by the Obligors herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Revolving Credit Commitments have not expired or terminated. The provisions of Section 2.14, Section 2.15, Section 2.16, Section 3.03 and Section 10.03 and Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Credit Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents (and any separate letter agreements among the Obligors and CGMI and certain affiliates thereof, J.P. Morgan Securities LLC and certain affiliates thereof and Credit Suisse Securities (USA) LLC and certain affiliates thereof, with respect to fees payable thereto and their initial Revolving Credit Commitments and Term Loans and the syndication thereof) constitute the entire contract between and among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of

the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such Issuing Bank or any such Affiliate to or for the credit or the account of any Credit Party against any and all of the obligations of such Credit Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Credit Party may be contingent or unmatured or are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, each Issuing Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank or their respective Affiliates may have. Each Lender and each Issuing Bank agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 10.09 Governing Law; Jurisdiction; Service of Process; Etc.

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State or Federal court located in the City of New York in any suit, action or proceeding arising out of or relating to this Agreement or any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims with respect to any such suit, action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such suit, action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing herein shall in any way be deemed to limit the ability of any party hereto to serve any such writs, process or summonses in any other manner permitted by applicable law or to obtain jurisdiction over any other party hereto in such other jurisdictions, and in such manner, as may be permitted by applicable law.

(d) Waiver of Venue. Each party hereto irrevocably waives any objection that it may now or hereafter have to the laying of the venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document brought in the Supreme Court of the State of New York, County of New York or in the United States District Court for the Southern District of New York, and further irrevocably waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER

LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 10.11 No Immunity. To the extent that any Obligor may be or become entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, to claim for itself or its properties or revenues any immunity from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment or from any other legal process or remedy relating to its obligations under this Agreement or any other Loan Document, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), each Obligor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

SECTION 10.12 European Monetary Union.

(a) Definitions. As used herein, the following terms shall have the following meanings:

"EMU" means economic and monetary union as contemplated in the Treaty on European Union.

"EMU Legislation" means legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency (whether known as the euro or otherwise), being in part the implementation of the third stage of EMU.

"Euros" or "€" refers to the single currency of Participating Member States of the European Union, which shall be an Agreed Foreign Currency and a Foreign Currency under this Agreement.

"National Currency" means the Currency, other than the Euro, of a Participating Member State.

"Participating Member State" means each state so described in any EMU Legislation.

"Target Operating Day" means any day that is not (i) a Saturday or Sunday, (ii) Christmas Day or New Year's Day or (iii) any other day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (or any successor settlement system) is not scheduled to operate (as determined by the Administrative Agent).

"Treaty on European Union" means the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed at Maastricht on February 7, 1992, and came into force on November 1, 1993).

(b) Effectiveness of Provisions. The provisions of paragraphs (c) through (h) of this Section shall be effective on the Amendment Effective Date; *provided* that, if and to the extent that any such provision relates to any state (or the Currency of such state) that is not a Participating Member State

on the Amendment Effective Date, such provision shall become effective in relation to such state (and such Currency) at and from the date on which such state becomes a Participating Member State.

(c) Redenomination and Alternative Currencies. Each obligation under this Agreement of a party to this Agreement which has been denominated in the National Currency of a Participating Member State shall be redenominated in Euros in accordance with EMU Legislation; *provided* that, if and to the extent that any EMU Legislation provides that following the Amendment Effective Date an amount denominated either in Euros or in the National Currency of a Participating Member State and payable within the Participating Member State by crediting an account of the creditor can be paid by the debtor either in Euros or in such National Currency, any party to this Agreement shall be entitled to pay or repay any such amount either in Euros or in such National Currency.

(d) Payments by the Administrative Agent Generally. With respect to the payment of any amount denominated in Euros or in a National Currency, the Administrative Agent shall not be liable to the Obligors or any of the Lenders in any way whatsoever for any delay, or the consequences of any delay, in the crediting to any account of any amount required by this Agreement to be paid by the Administrative Agent if the Administrative Agent shall have taken all relevant steps to achieve, on the date required by this Agreement, the payment of such amount in immediately available, freely transferable, cleared funds (in Euros or in such National Currency, as the case may be) to the account of any Lender in the Principal Financial Center in the Participating Member State which the Obligors or such Lender, as the case may be, shall have specified for such purpose. For the purposes of this paragraph, "all relevant steps" means all such steps as may be prescribed from time to time by the regulations or operating procedures of such clearing or settlement system as the Administrative Agent may from time to time determine for the purpose of clearing or settling payments in Euros or such National Currency.

(e) Certain Rate Determinations. For the purposes of determining the date on which the LIBO Rate is determined under this Agreement for the Interest Period for any Borrowing denominated in Euros (or in any National Currency), references in this Agreement to Business Days shall be deemed to be references to Target Operating Days. In addition, if the Administrative Agent determines, with respect to the Interest Period for any Borrowing denominated in a National Currency, that there is no LIBOR displayed on the Reuters' Service for deposits denominated in such National Currency, the LIBO Rate for such Interest Period shall be based upon LIBOR displayed on the Reuters' Service for the offering of deposits denominated in Euros.

(f) Basis of Accrual. If the basis of accrual of interest or fees expressed in this Agreement with respect to the Currency of any state that becomes a Participating Member State shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest or fees in respect of the Euro, such convention or practice shall replace such expressed basis effective as of and from the date on which such state becomes a Participating Member State; *provided* that, with respect to any Borrowing denominated in such Currency that is outstanding immediately prior to such date, such replacement shall take effect at the end of the Interest Period therefor.

(g) Rounding. Without prejudice and in addition to any method of conversion or rounding prescribed by the EMU Legislation, each reference in this Agreement to a minimum amount, or to a multiple of a specified amount, in a National Currency to be paid to or by the Administrative Agent shall be replaced by a reference to such reasonably comparable and convenient amount, or to a multiple of such reasonably comparable and convenient amount, in Euros as the Administrative Agent may from time to time reasonably specify.

(h) Other Consequential Changes. Without prejudice to the respective liabilities of the Obligors to the Lenders and the Lenders to the Obligors under or pursuant to this Agreement, except as expressly provided in this Section, each provision of this Agreement shall be subject to such reasonable

changes of construction as the Administrative Agent may from time to time reasonably specify to be necessary or appropriate to reflect the introduction of or changeover to the Euro in Participating Member States.

SECTION 10.13 Judgment Currency. This is an international loan transaction in which the specification of Dollars or any Foreign Currency, as the case may be (the "Specified Currency"), and payment in New York City or the country of the Specified Currency, as the case may be (the "Specified Place"), is of the essence, and the Specified Currency shall be the currency of account in all events relating to Loans denominated in the Specified Currency. The payment obligations of each Obligor under this Agreement shall not be discharged or satisfied by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the "Second Currency"), the rate of exchange that shall be applied shall be the rate at which in accordance with normal banking procedures the Administrative Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding the day on which such judgment is rendered. The obligation of each Obligor in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under any other Loan Document (in this Section called an "Entitled Person") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and each Obligor hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in the Specified Currency, the amount (if any) by which the sum originally due to such Entitled Person in the Specified Currency hereunder exceeds the amount of the Specified Currency so purchased and transferred.

SECTION 10.14 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.15 Treatment of Certain Information; Confidentiality.

(a) Treatment of Certain Information. Each Obligor acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to such Obligor or one or more of its Subsidiaries (in connection with this Agreement or otherwise) by any Lender or by one or more subsidiaries or affiliates of such Lender and each Obligor hereby authorizes each Lender to share any information delivered to such Lender by such Obligor and its Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such subsidiary or affiliate, it being understood that any such subsidiary or affiliate receiving such information shall be bound by the provisions of paragraph (b) of this Section as if it were a Lender hereunder. Such authorization shall survive the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Credit Commitments or the termination of this Agreement or any provision hereof.

(b) Confidentiality. Each of the Agents, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any

regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to any Credit Party and its obligations, this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the consent of the Borrowers or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to either Agent, any Issuing Bank, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Credit Parties. For purposes of this Section, "Information" means all information received from any Credit Party relating to such Credit Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to any Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by any Credit Party or any of its Subsidiaries. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 10.16 USA PATRIOT Act. Each Lender hereby notifies the Credit Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), such Lender may be required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify the Credit Parties in accordance with said Act.

SECTION 10.17 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate for each day to the date of repayment, shall have been received by such Lender.

SECTION 10.18 Release of Collateral and Obligations; Subordination of Liens. Notwithstanding anything to the contrary contained herein or in any other Loan Document, upon request of the Borrowers in connection with any disposition of Property permitted by the Loan Documents, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be required to promptly release its security interest in any Collateral being disposed of in such disposition, and to release any Obligations under any Loan Document of any Person being disposed of in such disposition, to the extent necessary to permit consummation of such disposition in accordance with the Loan Documents. Any representation, warranty or covenant contained in any Loan Document relating to any such Property so disposed of (other than Property disposed of to any Obligor or any of its Subsidiaries) shall no longer be deemed to be repeated once such Property is so disposed of.

Notwithstanding anything to the contrary contained herein or any other Loan Document, when all Obligations (other than any contingent or indemnification obligations not then due) have been satisfied and otherwise paid in full, all Revolving Credit Commitments have terminated or expired and no Letter of Credit (that have not been cash collateralized in accordance with Section 2.04(k)) shall be outstanding, upon request of the Borrowers, the Collateral Agent shall (without notice to, or vote or consent of, any Lender) take such actions as shall be required to promptly release its security interest in all Collateral, and to release all Obligations (other than any contingent or indemnification obligations not then due) under any Loan Document, whether or not on the date of such release there may be contingent or indemnification obligations not then due. Any such release of Obligations shall be deemed subject to the provision that such Obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Credit Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Credit Party or any substantial part of its property, or otherwise, all as though such payment had not been made.

SECTION 10.19 Acknowledgments. Each Obligor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Agents, the Issuing Banks nor any Lender has any fiduciary relationship with or duty to such Obligor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Agents, the Issuing Banks and Lenders, on the one hand, and such Obligor, on the other hand, in connection herewith or therewith is solely that of creditor and debtor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby.

SECTION 10.20 Fiscal Year. Each Obligor will not change the last day of its fiscal year from December 31, or the last days of the first three fiscal quarters in each of its fiscal years from March 31, June 30 and September 30, respectively, without the prior written consent of the Administrative Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered (and, in the case of each Person organized under the laws of the Cayman Islands, as a deed) by their respective authorized officers as of the day and year first above written.

BORROWERS

TC GROUP INVESTMENT HOLDINGS, L.P.
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P.
By: TCG Holdings Cayman II, L.P., its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Heather L. Tiham
Name: Heather L. Tiham

TC GROUP CAYMAN, L.P.
By: TCG Holdings Cayman, L.P., its general partner
By: Carlyle Offshore Partners II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Heather L. Tiham
Name: Heather L. Tiham

CARLYLE INVESTMENT MANAGEMENT L.L.C.
By: TC Group, L.L.C., its managing member
By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Heather L. Tiham
Name: Heather L. Tiham

PARENT GUARANTOR

TC GROUP, L.L.C.
By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

ADMINISTRATIVE AGENT

CITIBANK, N.A., as Administrative Agent

By: /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

COLLATERAL AGENT

CITIBANK, N.A.,
as Collateral Agent

By: /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

LENDERS

CITIBANK, N.A.

By /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By /s/ Matthew Griffith
Name: Matthew Griffith
Title: Executive Director, JP Morgan

BANK OF AMERICA, N.A.

By /s/ Fred Scully
Name: Fred Scully
Title: Vice President

BARCLAYS BANK PLC

By /s/ Diane Rolfe
Name: Diane Rolfe
Title: Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By /s/ Bill O'Daly
Name: Bill O'Daly
Title: Director

By /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Associate

DEUTSCHE BANK AG NEW YORK BRANCH

By /s/ Evelyn Thierry
Name: Evelyn Thierry
Title: Director

By /s/ Omayra Laucella
Name: Omayra Laucella
Title: Vice President

GOLDMAN SACHS BANK, USA

By /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.

By /s/ Sherrese Clarke
Name: Sherrese Clarke
Title: Authorized Signatory

SOCIETE GENERALE

By /s/ Edith Hornick
Name: Edith Hornick
Title: Managing Director

UBS LOAN FINANCE LLC

By /s/ Irja R. Otsa
Name: Irja R. Osta
Title: Associate Director

By /s/ Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director

SILICON VALLEY BANK

By /s/ Jesse Huy
Name: Jesse Huy
Title: VP

BY ITS SIGNATURE BELOW, THE L/C OBLIGEE HEREBY CONSENTS TO THE AMENDMENT AND RESTATEMENT OF THE EXISTING CREDIT AGREEMENT CONTAINED HEREIN:

JPMORGAN CHASE BANK, N.A., as L/C Obligee

By: /s/ Matthew Griffith
Name: Matthew Griffith
Title: Executive Director, JP Morgan

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of December 13, 2011 (this "Amendment") among each of the "Obligors" listed on the signature pages hereto (collectively, the "Obligors"), each of the "Carried Interest Guarantors" listed on the signature pages hereto (collectively, the "Carried Interest Guarantors"), each of the "Management Fee Guarantors" listed on the signature pages hereto (collectively, the "Management Fee Guarantors", and together with the Obligors and the Carried Interest Guarantors, the "Credit Parties") and the Lenders party to the Credit Agreement referred to below executing this Amendment.

The Obligors, the lenders party thereto and Citibank, N.A. as administrative agent and collateral agent, are parties to a Second Amended and Restated Credit Agreement dated as of September 30, 2011 (the "Credit Agreement"). The Obligors and the Lenders wish now to amend the Credit Agreement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Defined Terms. Section 1.01 of the Credit Agreement is hereby amended as follows:

(a) Definition of "Change in Control". The definition of "Change in Control" in Section 1.01 of the Credit Agreement is hereby amended by (i) replacing the "." at the end of clause (c) thereof with ";" and (ii) inserting the following proviso to clauses (a) through (c) thereof as a new line immediately after the end of clause (c) thereof:

"*provided* that any intraday reorganization with respect to the Obligors occurring in connection with the Company Reorganization shall be deemed not to constitute a "Change in Control" so long as notwithstanding the foregoing provisions of this proviso no change when measured from the time immediately prior to the commencement of such intraday reorganization to the time immediately after such intraday reorganization shall constitute a Change in Control."

(b) Definition of "Permitted Investors". The definition of "Permitted Investors" in Section 1.01 of the Credit Agreement is hereby amended by (i) amending clause (d) thereof to add "or other personal planning vehicle" immediately after the words "any trust" and (ii) amending and restating clause (e) thereof to read in its entirety as follows:

"(e) any Person, all or substantially all of whose Equity Interests are owned or Controlled by Persons described in clauses (a) through (d) hereof or any group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date) consisting of such Persons."

2.03. Cash Collateralization. Section 2.04(k) of the Credit Agreement is hereby amended by amending and restating the first and second sentences thereof to read in their entirety as follows:

"If either (i) the Loans shall have been accelerated pursuant to Section 8.01 (an "Acceleration Event") or (ii) the Borrowers shall be required to provide cover for LC Exposure pursuant to Section 2.09(b) or Section 2.19(d)(ii), the Borrowers shall immediately deposit into an account designated by the Administrative Agent an amount in Dollars in cash equal to, in the case of an Acceleration Event, the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit as of such date and, in the case of cover pursuant to Section 2.09(b) or Section 2.19(d)(ii), the amount required under Section 2.09(b) or Section 2.19(d)(ii), as the case may be. The Borrowers shall not at any time thereafter permit the amount of such deposit to be less than (i) in the case of an Acceleration Event, the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit at such time and (ii) in the case of cover pursuant to Section 2.09(b) or Section 2.19(d)(ii), the Dollar Equivalent of the aggregate amount required under Section 2.09(b) or Section 2.19(d)(ii), as the case may be."

2.04. Foreign Currency Valuations. The second sentence of Section 2.09(b) of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"For the purpose of this determination, the outstanding principal amount or stated amount of any Loan or Letter of Credit that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount in the Foreign Currency of such Loan or Letter of Credit, determined as of such Quarterly Date."

2.05. Use of Proceeds and Letters of Credit. Section 6.08 of the Credit Agreement is hereby amended and restated to read in its entirety as follows:

"SECTION 6.08 Use of Proceeds and Letters of Credit. The proceeds of the Term Loans will be used by the Obligors and their Subsidiaries for working capital and general corporate purposes, including Investments. The proceeds of the Revolving Credit Loans and the Letters of Credit will be used by the Obligors and their Subsidiaries (a) for working capital and general corporate purposes, including Investments, and (b) solely in connection with the Specified IPO, for (i) a single dividend prior to the occurrence of such Specified IPO, the amount of Revolving Credit Loan proceeds which can be used in such dividend to be in an amount not greater than $400,000,000 (the "Revolving Credit Dividend Amount"), (ii) the repurchase or redemption of Subordinated Indebtedness from the Mubadala Investors in transactions conducted on an arm's length basis and (iii) the purchase by the Obligors of direct or indirect investments in any of the Fund Entities from any Person that is an officer, member of the management team or an employee of any Obligor (or any Parent thereof) or an owner as of the Amendment Effective Date (or a former owner) of the Equity Interests of any Obligor (or any Parent thereof) in transactions conducted on an arm's length basis for fair market value (as defined below), *provided* that prior to any such dividend, repurchase or redemption contemplated by the foregoing subclauses (i) and (ii) of this clause (b), the Administrative Agent shall have received a solvency certificate signed by a Responsible Officer of each Obligor substantially in the form of Exhibit I hereto. On or prior to the date that is 30 days after the Specified IPO Date, or if such date is not a Business Day, the immediately preceding Business Day, and solely if Revolving Credit Loans in an amount equal to the Revolving Credit Dividend Amount have not been repaid, the Borrowers shall cause the Net Cash Proceeds received from the initial sale of Equity Interests in the Specified IPO to be contributed to the Obligors, which proceeds may thereafter be used by the Obligors and their Subsidiaries only for general corporate purposes. For purposes of this Section 6.08, "fair market value" shall be determined as of the date on which the pricing of the applicable repurchase, redemption or purchase is fixed pursuant to a

binding agreement (and which may be reasonably determined by reference to the carrying values of the relevant investments as of the balance sheet for the fiscal quarter most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 6.01). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X. For the avoidance of doubt, the failure to consummate the Specified IPO after the use of proceeds described in clause (b) of this Section 6.08 has been effected shall not, by itself, constitute a breach of this Agreement or a Default or Event of Default."

2.06. Distributions. The first sentence of Section 6.09(d) of the Credit Agreement is hereby amended by amending and restating the proviso contained therein to read in its entirety as follows:

"*provided* that (x) the Obligors and their Subsidiaries may maintain reserves in respect of Carried Interest in accordance and consistent with past practice and (y) the Obligors may permit any of their Subsidiaries to retain Management Fees and Carried Interest in aggregate amounts necessary to satisfy the requirements of relevant Governmental Authorities (including requirements with respect to capitalization)."

Section 3. Representations and Warranties. Each Credit Party represents and warrants to each Holder that immediately before and after giving effect to this Amendment (a) the representations and warranties set forth in Article IV of the Credit Agreement and in the other Loan Documents are true and correct in all material respects on the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty shall be true and correct in all material respects as of such specific date), and (b) no Default or Event of Default has occurred and is continuing.

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof shall become effective, as of the date hereof, upon the execution and delivery of this Amendment by the Obligors, the other Credit Parties and the Required Lenders.

Section 5. Confirmation of Security Documents and Guarantee. Each Credit Party, by its execution of this Amendment, hereby (i) consents to the amendment to the Credit Agreement contemplated hereby, (ii) unconditionally confirms and ratifies that all of its obligations as a guarantor under the Loan Documents (as defined in the Credit Agreement) to which it is a party shall continue in full force and effect for the benefit of the Holders and (iii) unconditionally confirms that the security interests granted by it under each of the Security Documents to which it is a party shall continue in full force and effect in favor of the Holders with respect to the Credit Agreement as amended hereby.

Section 6. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

OBLIGORS

BORROWERS
TC GROUP INVESTMENT HOLDINGS, L.P.
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P.
By: TCG Holdings Cayman II, L.P., its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP CAYMAN, L.P.
By: TCG Holdings Cayman, L.P., its general partner
By: Carlyle Offshore Partners II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE INVESTMENT MANAGEMENT L.L.C.
By: TC Group, L.L.C., its managing member
By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

PARENT GUARANTOR

TC GROUP, L.L.C.
By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

ADMINISTRATIVE AGENT

CITIBANK, N.A., as Administrative Agent

By: /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

LENDERS

CITIBANK, N.A.

By /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By /s/ Matthew Griffith
Name: Matthew Griffith
Title: Executive Director, JP Morgan

BANK OF AMERICA, N.A.

By /s/ David Strickert
Name: David Strickert
Title: Managing Director

BARCLAYS BANK PLC

By /s/ Diane Rolfe
Name: Diane Rolfe
Title: Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By /s/ John D. Toronto
Name: John D. Toronto
Title: Managing Director

By /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Associate

DEUTSCHE BANK AG NEW YORK BRANCH

By /s/ Evelyn Thierry
Name: Evelyn Thierry
Title: Director

By /s/ Marcus M. Tarkington
Name: Marcus M. Tarkington
Title: Director

GOLDMAN SACHS BANK, USA

By /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.

By /s/ Michael King
Name: Michael King
Title: Authorized Signatory

SOCIETE GENERALE

By /s/ Edith Hornick
Name: Edith Hornick
Title: Managing Director

UBS LOAN FINANCE LLC

By /s/ Mary E. Evans
Name: Mary E. Evans
Title: Associate Director, Banking Products Services US

By /s/ Christopher Gomes
Name: Christopher Gomes
Title: Associate Director, Banking Products Services US

SILICON VALLEY BANK

By /s/ Jesse Huy
Name: Jesse Huy
Title: VP

BY ITS SIGNATURE BELOW, EACH
MANAGEMENT FEE GUARANTOR AND
EACH CARRIED INTEREST GUARANTOR
HEREBY CONSENTS TO THE AMENDMENTS CONTAINED HEREIN:

CARRIED INTEREST GUARANTORS

TC GROUP IV, L.P.
By: TC Group IV Managing GP, L.L.C., its general partner
By: TC Group, L.L.C., its sole member
By: TCG Holdings, L.L.C., its managing member

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP IV, L.L.C.
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P. its general partner
By: DBD Cayman, Ltd., its general partner

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP IV CAYMAN, L.P.
By: CP IV GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CP IV GP, LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP V, L.P.
By: TC Group V Managing GP, L.L.C., its general partner
By: TC Group, L.L.C., its managing member
By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP V, L.L.C.
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P. its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEP II MANAGING GP HOLDINGS, LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEP III MANAGING GP HOLDINGS, LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEP II MANAGING GP, L.P.
By: CEP II Managing GP Holdings, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEP III MANAGING GP, L.P.
By: CEP III Managing GP Holdings, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE REALTY V, L.L.C.
By: Carlyle Realty V, L.P., its managing member
By: Carlyle Realty V GP, L.L.C., its general partner
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE REALTY V, L.P.
By: Carlyle Realty V GP, L.L.C., its general partner
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE REALTY V GP, L.L.C.
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CRP V AIV GP, L.P.
By: CRP V AIV GP, L.L.C., its general partner
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CRP V AIV GP, L.L.C.
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAP II GENERAL PARTNER, L.P.
By: CAP II Limited, its general partner

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAP II LIMITED

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CJP II GENERAL PARTNER, L.P.
By: Carlyle Japan II Ltd., its general partner

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CJP II CO-INVEST GP, L.P.
By: Carlyle Japan II Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CJP II INTERNATIONAL GP, L.P.
By: Carlyle Japan II Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CJIP II CO-INVEST GP, L.P.
By: Carlyle Japan II Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE JAPAN II LTD.

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAP III LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAP III GENERAL PARTNER, L.P.
By: CAP III Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEREP INVESTMENT HOLDINGS III, L.L.C.
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEREP III GP, L.L.C.
By: CEREP Investment Holdings III, L.L.C., its managing member

By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP CMP II, L.L.C.
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P. its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP INFRASTRUCTURE, L.L.C.
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P. its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CMP II GENERAL PARTNER, L.P.
By: TC Group CMP II, L.L.C., its general partner
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P. its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE INFRASTRUCTURE GENERAL PARTNER, L.P.
By: TC Group Infrastructure, L.L.C., its general partner
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P. its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CMP II (CAYMAN) GP, LTD.
By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CMP II (CAYMAN) GENERAL PARTNER, L.P.
By: CMP II (Cayman) GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE REALTY VI, L.L.C.
By: TC Group Investment Holdings, L.P., its managing member
By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CSABF GENERAL PARTNER, L.P.
By: CSABF General Partner Limited, its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CSABF GENERAL PARTNER LIMITED

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAGP IV GENERAL PARTNER, L.P.
By: CAGP IV Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAGP IV LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CSP II GENERAL PARTNER, L.P.
By: TC Group CSP II, L.L.C., its general partner
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P., its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TC GROUP CSP II, L.L.C.
By: TC Group Cayman Investment Holdings, L.P., its managing member
By: TCG Holdings Cayman II, L.P., its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TCG FINANCIAL SERVICES L.P.
By: Carlyle Financial Services, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE FINANCIAL SERVICES, LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TCG V (SCOT), L.P.
By: CP V GP, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CP V GP, LTD.

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CAP III GENERAL PARTNER (SCOT) L.P.
By: CAP III Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

MANAGEMENT FEE GUARANTORS

CIM GLOBAL, L.L.C.
By: TC Group Cayman, L.P., its managing member
By: TCG Holdings Cayman, L.P., its general partner
By: Carlyle Offshore Partners II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEP II GP, L.P.
By: CEP II Limited, its general partner

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CEP III GP, L.P.
By: CEP III Limited, its general partner

By /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

U.S.$1,250,000,000

CREDIT AGREEMENT

dated as of

December 13, 2011

among

TC GROUP INVESTMENT HOLDINGS, L.P.
TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P.
TC GROUP CAYMAN, L.P.
CARLYLE INVESTMENT MANAGEMENT L.L.C.
as Borrowers

TC GROUP, L.L.C.,
as Parent Guarantor

The LENDERS Party Hereto,

and

CITIBANK, N.A.
as Administrative Agent

CITIGROUP GLOBAL MARKETS INC.
J.P. MORGAN SECURITIES LLC
CREDIT SUISSE SECURITIES (USA) LLC
as Joint Lead Arrangers and Bookrunners

JPMORGAN CHASE BANK, N.A.
CREDIT SUISSE SECURITIES (USA) LLC
as Syndication Agents

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SCHEDULE 1	-	Commitments
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EXHIBIT F	-	Form of Revolving Credit Loan Note
EXHIBIT G	-	Form of Term Loan Note
EXHIBIT H	-	Form of Pre-IPO Solvency Certificate
EXHIBIT I	-	Form of Parent Guarantor Joinder Agreement
EXHIBIT J	-	Form of Subsidiary Guarantee Agreement

CREDIT AGREEMENT dated as of December 13, 2011, among TC GROUP INVESTMENT HOLDINGS, L.P., a Delaware limited partnership, TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P., a Cayman Islands exempted limited partnership, TC GROUP CAYMAN, L.P., a Cayman Islands exempted limited partnership, and CARLYLE INVESTMENT MANAGEMENT L.L.C., a Delaware limited liability company, (individually, an "Initial Borrower", and collectively, the "Initial Borrowers"), TC GROUP, L.L.C., a Delaware limited liability company, as a Parent Guarantor, the LENDERS party hereto, and CITIBANK, N.A. ("Citibank"), as Administrative Agent.

The Initial Borrowers and TC Group, L.L.C. are parties to the Second Amended and Restated Credit Agreement dated as of September 30, 2011 (the "Existing Credit Agreement") with several banks and other financial institutions or entities parties as lenders thereto and Citibank, N.A., as administrative agent and collateral agent. The parties to the Existing Credit Agreement have agreed to enter into this Agreement, effective upon the satisfaction of the conditions precedent set forth in Section 5.01, and with certain provisions, including the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder, effective as of the Initial Funding Date. Accordingly, the parties hereto agree as of the Effective Date as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Alternate Base Rate.

"Acceleration Event" has the meaning assigned to such term in Section 2.04(k).

"Acquired Entity" means any Person or property acquired pursuant to a New Acquisition.

"Additional Borrower" has the meaning assigned to such term in Section 2.23.

"Additional Borrower Joinder Agreement" means an Additional Borrower Joinder Agreement substantially in the form of Exhibit B.

"Additional Guarantors" means, collectively, the Additional Parent Guarantors and the Additional Subsidiary Guarantors.

"Additional Management Fee Earning Assets" means, for any New Acquisition and determined immediately upon the consummation of such New Acquisition, the aggregate amount (without duplication) for the applicable Acquired Entity, each Fund Entity Controlled or managed by such Acquired Entity and any Person or asset pool subject to an asset management contract acquired pursuant to such New Acquisition (any of the foregoing Persons or asset pools, a "Fee Generating Entity") of (i) capital commitments to such Fee Generating Entity, (ii) invested capital of such Fee Generating Entity and (iii) total assets of such Fee Generating Entity, in each case to the extent used as the basis for calculating Management Fees of such Fee Generating Entity; *provided* that for purposes of the foregoing determination, any Fund Entity Controlled or managed by a Non-Controlled Acquired Entity shall be excluded.

"Additional Parent Guarantor" means any limited partnership or limited liability company organized under the laws of any Permitted Jurisdiction (or, with the approval of the

Administrative Agent, acting reasonably, any limited partnership or equivalent entity organized under the laws of another jurisdiction) (i) the general partner (or equivalent Controlling member entity) of which is Carlyle Group or a direct or indirect wholly owned subsidiary of Carlyle Group, (ii) which, directly or through one or more direct or indirect subsidiaries, conducts one or more Core Businesses, and (iii) which is not a Subsidiary of any Person that is an Obligor at the time of designation under Section 2.24(a). In the event that it is determined by the Obligors that an Additional Parent Guarantor should be organized in a form other than a limited partnership or a limited liability company, the Administrative Agent and the Obligors agree to negotiate in good faith to make changes to this Agreement and the other Loan Documents as are advisable in order to include such Person as a Parent Guarantor and to otherwise give effect to the intent of this Agreement and the other Loan Documents (and the Lenders hereby authorize the Administrative Agent to make any such changes).

"Additional Subsidiary Guarantor" has the meaning assigned to such term in Section 2.24(b).

"Adjusted Applicable Percentage" means, with respect to any Revolving Credit Lender, such Revolving Credit Lender's Applicable Percentage adjusted to exclude from the calculation thereof the Revolving Credit Commitment of any Defaulting Lender. If the Revolving Credit Commitments have terminated, the Adjusted Applicable Percentages shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments and to any Revolving Credit Lender's status as a Defaulting Lender at the time of determination.

"Adjusted LIBO Rate" means, for the Interest Period for any Eurocurrency Borrowing, an interest rate per annum (rounded upwards, if necessary, to the next 1/100 of 1%) equal to (a) the LIBO Rate for such Interest Period *multiplied by* (b) the Statutory Reserve Rate for such Interest Period.

"Administrative Agent" means Citibank, in its capacity as administrative agent for the Lenders hereunder and under the other Loan Documents.

"Administrative Agent's Account" means, for each Currency, an account in respect of such Currency designated by the Administrative Agent in a notice to the Borrowers and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Interest Period" has the meaning assigned to such term in Section 2.13.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreed Foreign Currency" means, at any time, any of Sterling, Euros, Japanese Yen, and, with the agreement of each Revolving Credit Lender, any other Foreign Currency, so long as, in respect of any such specified Currency, at such time (a) such Currency is dealt with in the London interbank deposit market, (b) such Currency is freely transferable and convertible into Dollars in the London foreign exchange market and (c) no central bank or other governmental authorization in the country of issue of such Currency (including, in the case of the Euro, any authorization by the European Central Bank) is required to permit use of such Currency by any Revolving Credit Lender for making any Revolving Credit Loan hereunder and/or to permit the Borrowers to borrow and repay the principal thereof and to pay the interest thereon and by any Issuing Bank for issuing or making any disbursement with respect to any Letter of Credit hereunder and/or to permit the Borrowers to reimburse any Issuing Bank for any such disbursement or pay the interest thereon or to permit any Revolving Credit Lender to acquire a participation interest in any Letter of Credit or make any payment to such Issuing Bank in

consideration therefor, unless in each case such authorization has been obtained and is in full force and effect.

"Alternate Base Rate" means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of:

(a) for any day, the Prime Rate in effect on such day;

(b) for any day, the Federal Funds Effective Rate for such day *plus* 1/2 of 1.00%; and

(c) for any day, 1.00% per annum above the LIBO Rate that would be in effect for a Eurocurrency Loan having an Interest Period of one month that commences on the second Business Day following such day.

Each change in any interest rate provided for herein based upon the Alternate Base Rate resulting from a change in the Alternate Base Rate shall take effect at the time of such change in the Alternate Base Rate.

"Applicable Percentage" means (a) with respect to any Revolving Credit Lender for purposes of Section 2.04, Section 2.19(f), Section 2.22 or in respect of any indemnity claim under Section 10.03(c) arising out of an action or omission of any Issuing Bank under this Agreement, the percentage of the total Revolving Credit Commitments represented by such Revolving Credit Lender's Revolving Credit Commitment, and (b) with respect to any Lender in respect of any indemnity claim under Section 10.03(c) arising out of an action or omission of the Administrative Agent under this Agreement, the percentage of the total Revolving Credit Commitments or Loans of all Classes hereunder represented by the aggregate amount of such Lender's Revolving Credit Commitments or Loans of all Classes hereunder. If the Revolving Credit Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments.

"Applicable Rate" means, for any day with respect to any ABR Loan or Eurocurrency Loan or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate per annum set forth below under the caption "ABR Margin", "Eurocurrency Margin" or "Commitment Fee", respectively, based upon the category that applies on such day:

	S&P Rating	ABR Margin	Eurocurrency Margin	Commitment Fee
Category 1	A+ or higher	0.000%	1.000%	0.100%
Category 2	A	0.125%	1.125%	0.125%
Category 3	A-	0.250%	1.250%	0.150%
Category 4	BBB+	0.500%	1.500%	0.200%
Category 5	Less than BBB+ or unrated	0.750%	1.750%	0.300%

The parties hereto agree that, for purposes of determining the foregoing: (a) (i) for the period commencing on the Initial Funding Date and ending on the date that the Administrative Agent receives written notice from the Obligors that S&P has provided a Rating with respect to any Obligor and (ii) during any other period during which there is no Rating or in which the Obligors shall be in Default of

their obligations under Section 6.11, in each case Category 5 shall apply, and (b) in the event the Obligors have different Ratings, the lowest Rating with respect to any Obligor shall apply. If the Rating by S&P shall be changed, such change shall be effective as of the date on which it is first announced by S&P (or, in the case of a private Rating by S&P, on the date on which S&P first notifies the Obligors of such change). Each change in the Applicable Rate shall apply during the period commencing on the effective date of such change in Rating and ending on the date immediately preceding the effective date of the next such change in Rating.

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 10.04), and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Available Carryforwards" has the meaning assigned to such term in Section 7.06(d).

"Bankruptcy Event of Default" means any Event of Default pursuant to Sections 8.01(h) or (i).

"Board" means the Board of Governors of the Federal Reserve System of the United States of America.

"Borrower Obligations" has the meaning assigned to such term in Section 2.20.

"Borrowers" means, collectively, the Initial Borrowers and each other Person that becomes a Borrower hereunder pursuant to Section 2.23.

"Borrowing" means (a) all ABR Loans of the same Class made, converted or continued on the same date or (b) all Eurocurrency Loans of the same Class, Type and Currency that have the same Interest Period.

"Borrowing Request" means a request by the Borrowers for a Borrowing in accordance with Section 2.03.

"Business Day" means a day (a) other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close, (b) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans, such day is also a day for trading by and between banks in deposits in the relevant Currency in the interbank eurocurrency market, (c) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans denominated in Sterling, such day is also a day on which commercial banks and the London foreign exchange market settle payments in the Principal Financial Center for such Foreign Currency and (d) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurocurrency Loans denominated in any other Agreed Foreign Currency, such day is also a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer payment system (or any successor settlement system as determined by the Administrative Agent) or any other relevant exchange or payment system, as applicable, is open for the settlement of payments in such other Agreed Foreign Currency.

"Capital Lease Obligations" of any Person means, subject to Section 1.03(c), the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Carlyle Group" means The Carlyle Group L.P., a Delaware limited partnership, or, if applicable, (a) such other Person (or Persons) that as of the Initial Funding Date is the "top-tier" parent of the Obligors and owns, directly or indirectly, (i) the issuer of the Qualified IPO (if such issuer is not itself the "top-tier" parent or one of the top-tier parents) and (ii) 100% of the outstanding Equity Interests of each general partner or sole member of each Obligor (except for Equity Interests held by Persons that as of the Initial Funding Date hold non-Controlling limited partnership interests in such general partners or sole members) or (b) such other Person designated by the Obligors and approved by the Administrative Agent and the Lenders.

"Carried Interest" means any and all limited partnership or other ownership interests or contractual rights representing the right to receive, directly or indirectly, the proceeds of any "carried interest" in any Fund Entity (including incentive and performance fees dependent on investment performance or results) and all distributions received by any Obligor or any Subsidiary thereof the source of which is carried interest; *provided* that "Carried Interest" shall include the "carried interest" reported on the Obligors' consolidated financial statements prepared in accordance with GAAP; *provided further* that "Carried Interest" shall in any event not include any Deal Team Interests.

"CGMI" means Citigroup Global Markets Inc.

"Change in Control" means

(a) at any time prior to the Qualified IPO Date, (i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date), but other than the Obligors, their Subsidiaries and the Permitted Investors, of shares representing 50% or more of the aggregate ordinary voting power represented by the issued and outstanding shares of capital stock, membership interest or partnership interest, as applicable, in any Obligor, (ii) the acquisition of direct or indirect Control of any Obligor by any Person or group (other than the Obligors, their Subsidiaries and the Permitted Investors), or (iii) less than two members of the Management Team are members of the then existing management team of any of the Obligors; and

(b) at any time on and after the Qualified IPO Date, (i) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date), but other than the Obligors, their Subsidiaries and the Permitted Investors, of shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding shares of capital stock, membership interest or partnership interest, as applicable, in any Obligor, (ii) the acquisition of direct or indirect Control of any Obligor by any Person or group (other than the Obligors, their Subsidiaries and the Permitted Investors), (iii) the General Partner ceasing to Control the Carlyle Group, or (iv) during any period of two consecutive years, commencing on and after the Qualified IPO Date, individuals who at the beginning of such two year period constituted the board of directors (or board or managers or other equivalent body) of the General Partner (together with any new directors appointed or elected by the board of directors or the members of the General Partner, as the case may be, or whose nomination for

election by the limited partners of Carlyle Group was approved by a vote of a majority of the directors (or their equivalents) of the General Partner then still in office who were either directors at the beginning of such period or were previously so appointed or elected, or whose nomination for election was previously so approved) cease for any reason to constitute a majority of the General Partner's board of directors then in office (or board or managers or other equivalent body);

provided that any intraday reorganization with respect to the Obligors occurring in connection with the Company Reorganization shall be deemed not to constitute a "Change in Control" so long as notwithstanding the foregoing provisions of this proviso no change when measured from the time immediately prior to the commencement of such intraday reorganization to the time immediately after such intraday reorganization shall constitute a "Change in Control".

"Change in Law" means the occurrence, after the Effective Date, of any of the following: (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance for the first time of any guideline or directive (whether or not having the force of law) by any Governmental Authority.

"Citibank" means Citibank, N.A.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Credit Loans or Term Loans.

"Code" means the Internal Revenue Code of 1986.

"Commitment Schedule" means Schedule 1, as such Schedule 1 is adjusted pursuant to Section 2.07(e), Section 10.04(g) and the definition of "Term Loan".

"Company Reorganization" means the series of transactions in connection with the Specified IPO as described in the section entitled "Organizational Structure" of the Specified IPO S-1, including those transactions that are necessary or, in the good faith judgment of the Obligors, advisable to effect the restructuring described therein so long as any such transaction could not reasonably be expected to have a Material Adverse Effect.

"Consolidated Subsidiary" means, for any Person, each Subsidiary of such Person (whether now existing or hereafter created or acquired) the financial statements of which shall be (or should have been) consolidated with the financial statements of such Person in accordance with GAAP. For the avoidance of doubt, "Consolidated Subsidiary" shall not include any Fund Entity or any subsidiary of a Fund Entity or any Person constituting a "Consolidated Fund" (as such term is used in Footnote 1 to the Condensed Combined and Consolidated Financial Statements of TC Group, L.L.C. and Affiliates dated as of June 30, 2010).

"Contractual Obligation" of any Person means any obligation, agreement, undertaking or similar provision of any Equity Interests issued by such Person or of any agreement, undertaking, contract, lease, indenture, mortgage, deed of trust or other instrument to which such Person is a party or by which it or any of its property is bound or to which any of its property is subject (excluding, in each case, a Loan Document).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Core Business Entity" means any Person that earns or is entitled to receive fees or income (including investment income and fees, gains or income with respect to carried interest) from one or more Core Businesses.

"Core Businesses" means (a) establishing or acquiring investment funds or managed accounts, (b) investment or asset management services, financial advisory services, money management services, merchant banking activities or similar or related activities, including services provided to mutual funds, private equity or debt funds, hedge funds, funds of funds, corporate or other business entities or individuals and (c) making investments, including investments in funds of the type specified in clause (b).

"Credit Parties" means, collectively, the Obligors and the Subsidiary Guarantors.

"Currency" means Dollars or any Foreign Currency.

"Deal Team Interest" means that portion of any "carried interest" (or capital interests taken in lieu of "carried interest") in any Fund Entity accruing to the members, partners, employees, contractors or advisors of the Obligors or any of their Affiliates and not directly or indirectly accruing to the Obligors or investors in the Obligors in their capacity as such.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender that (a) other than at the direction or request of any regulatory agency or authority or unless subject to a good faith dispute, has failed to fund any portion of its Loans or participations in Letters of Credit within three Business Days of the date required to be funded by such Lender hereunder, (b) has notified any Obligor, the Administrative Agent, any Issuing Bank or any Lender in writing that such Lender does not intend or expect to comply with any of its funding obligations under this Agreement, (c) unless subject to a good faith dispute, has failed to confirm in writing to the Administrative Agent upon its request (or at the request of the Borrowers), within three Business Days after such request is received by such Lender (which request may only be made after all conditions to funding have been satisfied, *provided* that such Lender shall cease to be a Defaulting Lender upon receipt of such confirmation by Administrative Agent), that such Lender will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, (d) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by such Lender hereunder within three Business Days of the date when due, unless such amount is the subject of a good faith dispute, or (e) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not qualify as a "Defaulting Lender" solely as the result of the acquisition or maintenance of an ownership interest in such Lender or any Person controlling such Lender, or the exercise of control over such Lender or any Person controlling such Lender, by a governmental authority or an instrumentality thereof.

"Dollar Equivalent" means, with respect to any Borrowing, Letter of Credit or LC Disbursement denominated in any Foreign Currency, the amount of Dollars that would be required to purchase the amount of the Foreign Currency of such Borrowing, Letter of Credit or LC Disbursement on

the date two Business Days prior to the date of such Borrowing, Letter of Credit or LC Disbursement (or, in the case of any determination made under Section 2.09(b) or redenomination under the last sentence of Section 2.17(a), on the date of determination or redenomination therein referred to), based upon the spot selling rate at which the Administrative Agent offers to sell such Foreign Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m., London time, for delivery two Business Days later.

"Dollars" or "$" refers to the lawful currency of the United States of America.

"EBITDA" means, for any period, Net Income for such period, plus

(a) the sum, without duplication (including with respect to any item already added back to Net Income) and to the extent deducted in calculating Net Income, of the amounts for such period of:

(i) depreciation and amortization;

(ii) interest expense (paid or accrued during such period);

(iii) income taxes;

(iv) non-recurring, extraordinary or unusual expenses, losses and charges (including all expenses associated with litigation settlements, severance, closing offices and early termination of any investment fund);

(v) expenses with respect to any Class B "carried interest" in any Fund Entity during such period;

(vi) non-cash expenses and charges (including non-cash stock compensation expenses), *provided* that any cash payment made with respect to any non-cash expenses or charges added back in calculating EBITDA for any earlier period pursuant to this clause (vi) shall be subtracted in calculating EBITDA for the period in which such cash payment is made; and

(vii) for any such period from and after which the Specified IPO shall have occurred, partner (excluding general public partners) and fundraising bonus expenses incurred after the Specified IPO; minus

(b) the sum, without duplication and to the extent included in Net Income, of the amounts (which may be negative) for such period of:

(i) any extraordinary, unusual or other non-recurring gains increasing Net Income;

(ii) any non-cash items (other than accrual of revenue in the ordinary course of business) increasing Net Income, but excluding any such items in respect of which cash was received in a prior period (other than accrual of revenue in the ordinary course of business);

(iii) the amount (which may be negative) equal to net income (loss) of Persons not constituting Subsidiaries (determined ratably based on the ownership percentage in such Persons);

(iv) the amount equal to unrealized incentive income with respect to any Class A "carried interest" in any Fund Entity during such period;

(v) the amount equal to any Class B "carried interest" in any Fund Entity recognized (whether realized or unrealized) during such period;

(vi) the amount (which may be negative) equal to net income of any coinvestment made by individual partners and employees in Fund Entities and otherwise included in Net Income; and

(vii) the amount of any clawbacks of realized Class A "carried interest" in any Fund Entity actually paid during such period;

in each case determined on a consolidated basis for the Obligors and their Consolidated Subsidiaries without duplication in accordance with GAAP.

For purposes of calculating EBITDA, for any Reference Period, if at any time during such Reference Period (and after the Effective Date) any of the Obligors and their Consolidated Subsidiaries shall have made any New Acquisition or any New Disposition, the EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such New Acquisition or such New Disposition occurred on the first day of such Reference Period. For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculation shall be made in good faith by a Responsible Officer.

"Effective Date" means the date on which the conditions specified in Section 5.01 are satisfied (or waived in accordance with Section 10.02).

"Eligible New Lender" means any Person that meets the requirements to be an assignee under Section 10.04(b) (subject to such consents, if any, as may be required under Section 10.04(b)(iii)).

"Employee Loan Indebtedness" means any Indebtedness of any Obligor under (i) that certain Eighth Amended and Restated Credit and Guarantee Agreement — Euros, dated as of August 4, 2011 among Wachovia Bank, National Association, a national banking association, TC Group, L.L.C., a Delaware limited liability company, as the disbursement agent (or any replacement disbursement agent) and as a guarantor, and the guarantors signatory thereto and (ii) that certain Ninth Amended and Restated Credit and Guarantee Agreement — Dollars, dated as of August 4, 2011 among Wachovia Bank, National Association, a national banking association, TC Group, L.L.C., a Delaware limited liability company, as the disbursement agent (or any replacement disbursement agent) and as a guarantor, and the guarantors signatory thereto, in each case, as may be amended, modified or replaced from time to time.

"Environmental Laws" means any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes or decrees of any international authority, foreign government, the United States of America, or any state, provincial, local, municipal or other governmental authority, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, as has been, is now, or at any time hereafter is, in effect.

"Environmental Liability" means any liability, claim, action, suit, judgment or order under or relating to any Environmental Law for any damages, injunctive relief, losses, fines, penalties, fees, expenses (including reasonable fees and expenses of attorneys and consultants) or costs, whether contingent or otherwise, including those arising from or relating to: (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release of any

Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with any Obligor, is treated as a single employer under Section 414(b) or (c) of the Code, or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event", as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) the existence with respect to any Plan of an "accumulated funding deficiency" (as defined in Section 412(a) of the Code or Section 302(a)(2) of ERISA), whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by any Obligor or any of its Subsidiaries of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by any Obligor or any of its Subsidiaries from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by any Obligor or any of its Subsidiaries of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by any Obligor or any of its Subsidiaries of any notice, or the receipt by any Multiemployer Plan from any Obligor or any of its Subsidiaries of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"Eurocurrency", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Euros" has the meaning assigned to such term in Section 10.12(a).

"Event of Default" has the meaning assigned to such term in Article VIII.

"Excess Funding Guarantor" has the meaning assigned to such term in Section 3.07.

"Excess Payment" has the meaning assigned to such term in Section 3.07.

"Excluded Fund Entities" means, collectively, each Person that, prior to the date hereof and in connection with the Effective Date, has been identified in writing by the Obligors to the Administrative Agent (for delivery to each Lender) as an "Excluded Fund Entity".

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender or any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Obligor hereunder, (a) taxes imposed on or measured by its net income (however denominated), franchise taxes, or capital taxes that are imposed on it by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized, in which it has its principal office, seat of management or applicable lending office, or is engaged in business (other than any business in which such person is

deemed to engage solely by reason of the transactions contemplated by this Agreement and the other Loan Documents, including the mere holding of an Obligation, receipt of payments or the enforcement of rights thereunder), (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which such Obligor is located, (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by any Obligor under Section 2.18(b)), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 2.16(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from any Obligor with respect to such withholding tax pursuant to Section 2.16(a), (d) any U.S. federal withholding taxes imposed by FATCA, (e) in the case of a U.S. Lender that has failed to comply with Section 2.16(f), any backup withholding tax that is required by the Code to be withheld from amounts payable to such U.S. Lender, and (f) interest and penalties with respect to taxes referred to in clauses (a) through (e).

"Existing Administrative Agent" has the meaning assigned to such term in Section 5.02(b).

"Existing Credit Agreement" has the meaning assigned to such term in the preamble hereto.

"Existing Letter of Credit" means a Letter of Credit (as defined in the Existing Credit Agreement) issued under the Existing Credit Agreement and outstanding immediately prior to the Initial Funding Date.

"Existing Loans" means, collectively, the Existing Revolving Credit Loans and the Existing Term Loans.

"Existing Obligations" means the Obligations under (and as defined in) the Existing Credit Agreement.

"Existing Revolving Credit Commitments" means a Revolving Credit Commitment under (and as defined in) the Existing Credit Agreement.

"Existing Revolving Credit Loan" means a Revolving Credit Loan (as defined in the Existing Credit Agreement) made or deemed made under the Existing Credit Agreement and outstanding immediately prior to the Initial Funding Date.

"Existing Term Loan" means a Term Loan (as defined in the Existing Credit Agreement) made or deemed made under the Existing Credit Agreement and outstanding immediately prior to the Initial Funding Date.

"Facility" means each of (a) the Term Facility and (b) the Revolving Credit Facility.

"FATCA" means Sections 1471 through 1474 of the Code and any regulations or official interpretations thereof.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%)

of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

"Foreign Currency" means, at any time, any Currency other than Dollars.

"Foreign Currency Equivalent" means, with respect to any amount in Dollars, the amount of any Foreign Currency that could be purchased with such amount of Dollars using the reciprocal of the foreign exchange rate(s) specified in the definition of the term "Dollar Equivalent", as determined by the Administrative Agent.

"Foreign Lender" means any Lender that is organized under the laws of a jurisdiction other than the United States of America. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Fund Entity" means any investment fund or managed account (and related special purpose co-investment vehicles) established (or acquired) directly or indirectly by the Obligors to make investments in (a) portfolio companies thereof, (b) real estate and real estate oriented investments and (c) loans, "high yield" debt securities, derivative financial instruments, structured finance securities, hedge agreements and/or similar securities, instruments and arrangements and equity interests.

"GAAP" means generally accepted accounting principles in the United States of America.

"General Partner" means Carlyle Group Management, L.L.C., a Delaware limited liability company, or, if applicable, such other Person that as of the Qualified IPO Date is the general partner of Carlyle Group.

"Global Partners" means Persons who hold Equity Interests in TCG Holdings, L.L.C. or any Parent thereof or who hold Equity Interests in TCG Holdings Cayman, L.P. or any Parent thereof.

"Governmental Authority" means the government of the United States of America, the Cayman Islands or any other nation, or any political subdivision thereof, whether provincial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity (including any federal or other association of or with which any such province, state or nation may be a member or associated) exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Indebtedness or obligation; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee by any guaranteeing Person shall be deemed to be such Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedging Agreement" means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Holders" means, collectively, the Administrative Agent, the Issuing Banks and the Lenders and any holder of the obligations described in clause (b) of the definition of "Obligations".

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (i) accounts payable incurred in the ordinary course of business and (ii) any unsecured earn-out obligation or other contingent obligation incurred as consideration for an acquisition until (x) such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP or (y) the liability on account of any such obligation becomes fixed), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed (with the value of such Indebtedness being equal to the lesser of the value of the property subject to such Lien and the amount of such Indebtedness), (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee and (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Initial Borrower" and "Initial Borrowers" has the meaning assigned to such terms in the preamble hereto.

"Initial Funding Date" means the date on which the conditions specified in Section 5.02 are satisfied (or waived in accordance with Section 10.02).

"Initial Funding Date Minimum Assets Amount" has the meaning assigned to such term in Section 7.08.

"Interest Election Request" means a request by the Borrowers to convert or continue a Borrowing in accordance with Section 2.06.

"Interest Payment Date" means (a) with respect to any ABR Loan, each Quarterly Date commencing with the first Quarterly Date to occur after the Initial Funding Date, and (b) with respect to any Eurocurrency Loan, the last day of each Interest Period therefor and, in the case of any Interest Period

of more than three months' duration, each day prior to the last day of such Interest Period that occurs at three-month intervals after the first day of such Interest Period.

"Interest Period" means, for any Eurocurrency Loan or Borrowing, and except as provided in Section 2.01(a) and Section 2.01(b) with respect to the Eurocurrency Borrowings to be made pursuant to such Sections, the period commencing on the date of such Eurocurrency Loan or Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months (or, with the consent of each Lender under the relevant Facility, nine or twelve months) thereafter or, with respect to such portion of any Eurocurrency Loan or Borrowing denominated in a Foreign Currency that is scheduled to be repaid on the Maturity Date, a period of less than one month's duration commencing on the date of such Eurocurrency Loan or Borrowing and ending on the Maturity Date, as specified in the applicable Borrowing Request or Interest Election Request; *provided* that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period (other than an Interest Period pertaining to a Eurocurrency Borrowing denominated in a Foreign Currency that ends on the Maturity Date that is permitted to be of less than one month's duration as provided in this definition) that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Eurocurrency Loan initially shall be the date on which such Eurocurrency Loan is made and thereafter shall be the effective date of the most recent conversion or continuation of such Eurocurrency Loan.

"Investment" means, for any Person, (a) the acquisition (whether for cash, property, services or securities or otherwise) of capital stock, bonds, notes, debentures, partnership or other ownership interests or other securities of any other Person; (b) the making of any advance, loan or other extension of credit to, any other Person (including the purchase of property from another Person subject to an understanding or agreement, contingent or otherwise, to resell such property to such Person), but excluding any such advance, loan or extension of credit arising in connection with the sale of inventory, supplies or services by such Person in the ordinary course of business; (c) the entering into of any Guarantee of, or other contingent obligation with respect to, Indebtedness or other liability of any other Person; or (d) the entering into of any Hedging Agreement.

"IPO Condition Trigger Date" means the first day upon which each of the following shall have occurred: (a) the Specified IPO Date, (b) the redemption or repurchase in full, or conversion into Equity Interests, of all Indebtedness of the Obligors and their respective Subsidiaries owing to the Mubadala Investors and (c) the repayment in full of any Revolving Credit Loans under (and as defined in) the Existing Credit Agreement, the proceeds of which were used to fund the actions set forth in clauses (i) through (iii) of Section 6.08(b) of the Existing Credit Agreement, which repayment shall be made from cash and Permitted Investments and/or a Borrowing of Revolving Credit Loans on the Initial Funding Date in an aggregate principal amount not exceeding $250,000,000.

"IPO Issuer" means The Carlyle Group L.P., a Delaware limited partnership, or, if applicable, such other Person that is the issuer of the Qualified IPO (if The Carlyle Group L.P. is not the issuer of the Qualified IPO).

"Issuing Bank" means Citibank, and any Lender appointed by the Borrowers and reasonably acceptable to the Administrative Agent that shall have agreed to be an Issuing Bank, in each case, in its capacity as an issuer of Letters of Credit hereunder, and their successors in such capacity as provided in Section 2.04(j). An Issuing Bank may, in its discretion, arrange for one or more Letters of

Credit to be issued by Affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

"Japanese Yen" or "¥" refers to the lawful currency of Japan.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time *plus* (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrowers at such time (calculated, in the case of Letters of Credit and LC Disbursements denominated in currencies other than Dollars, by reference to the Dollar Equivalent thereof at such time). The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

"Lead Arrangers" means, collectively, CGMI, J.P. Morgan Securities LLC and Credit Suisse Securities (USA) LLC.

"Lenders" means the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

"Letter of Credit" means any letter of credit issued pursuant to this Agreement.

"LIBO Rate" means, for the Interest Period for any Eurocurrency Borrowing denominated in any Currency, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page or service providing rate quotations comparable to those currently provided on such page, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as LIBOR for deposits denominated in such Currency with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then, unless the last sentence of Section 10.12(e) is applicable, the LIBO Rate for such Interest Period shall be the rate at which deposits in such Currency in the amount of $5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

"LIBOR" means, for any Currency, the rate at which deposits denominated in such Currency are offered to leading banks in the London interbank market.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

"Loan Documents" means, collectively, this Agreement, any promissory note issued pursuant to Section 2.08(g), the Subsidiary Guarantee Agreement and any amendments or supplements or joinders to any Loan Document entered into from time to time.

"Loans" means the loans made and deemed made by the Lenders to the Borrowers pursuant to this Agreement.

"Local Time" means, with respect to any Loan denominated in or any payment to be made in any Currency, the local time in the Principal Financial Center for the Currency in which such Loan is denominated or such payment is to be made.

"Management Fee Agreement" means any agreement governing the payment of, or any interest of any Credit Party or any of its Subsidiaries in, any Management Fees, including the limited partnership and other organizational agreements of each Fund Entity.

"Management Fee Earning Assets Amount" means, on any Quarterly Date, the aggregate amount, without duplication, of (a) capital commitments to the applicable Fund Entity, (b) invested capital of the applicable Fund Entity, or (c) total assets of the applicable Fund Entity, in each case, to the extent used as the basis for calculating Management Fees for such Fund Entity on the applicable Quarterly Date, *provided* that for purposes of the foregoing determination, (i) only Fund Entities with respect to which any Management Fees shall have been paid, directly or indirectly, to the Obligors during the four-quarter period ending on such Quarterly Date shall be included and (ii) any Fund Entity owned or managed by a Non-Controlled Acquired Entity shall be excluded.

"Management Fees" means (i) any and all management fees and other fees (excluding incentive or performance fees dependent on investment performance or results) for management services (whether pursuant to a Management Fee Agreement or otherwise) and any and all distributions received by any Obligor or any Subsidiary thereof the source of which is Management Fees, (ii) any and all "Management Fees" pursuant to any Management Fee Agreement, (iii) any and all payments with respect to any Priority Profit Share (as defined in the Management Fee Agreements of Carlyle Europe Partners II, L.P. and Carlyle Europe Partners III, L.P. or any other Fund Entity the Management Fee Agreement of which is governed by the law of England), or the equivalent in any non-U.S. jurisdiction, and (iv) any and all payments received which are treated as a credit or offset or otherwise reduce such fees, and shall in any event include the "management fees" reported on the Obligors' consolidated financial statements prepared in accordance with GAAP. For the avoidance of doubt, it is understood that a Priority Profit Share, and any payments with respect thereto, constitute "Management Fees" under clauses (i), (ii) and (iv) of this definition.

"Management Team" means Daniel A. D'Aniello, William E. Conway, Jr. and David M. Rubenstein.

"Margin Stock" means "margin stock" within the meaning of Regulations T, U and X of the Board.

"Material Adverse Effect" means a material adverse effect on (a) the business, financial condition, operations or properties of the Credit Parties, taken as a whole, (b) the ability of the Credit Parties, taken as a whole, to perform their respective payment or other material obligations under the Loan Documents or (c) the material rights of or benefits available to the Administrative Agent, the Issuing Banks or the Lenders under this Agreement and the other Loan Documents, in each case taken as a whole.

"Material Fund Entities" means, collectively, any Fund Entity having an aggregate amount of assets under management as of the relevant date of determination exceeding $2,000,000,000, *provided* that "Material Fund Entities" shall not include any Excluded Fund Entity.

"Material Indebtedness" means Indebtedness of the type described in clauses (a), (b), (g) and (h) of the definition of "Indebtedness" and any Guarantees of such Indebtedness (other than the Loans and Letters of Credit) of (i) any one or more Credit Parties and its Material Subsidiaries in an aggregate

principal amount exceeding $50,000,000 and (ii) any one or more Fund Entities in an aggregate principal amount exceeding $200,000,000.

"Material Subsidiary" means, on any date, any Subsidiary of any of the Obligors that has had more than 5% of the revenue of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) as reflected on the most recent financial statements delivered pursuant to Section 6.01 prior to such date; *provided* that, if at any time the revenue (determined on a consolidated basis without duplication in accordance with GAAP) of all Subsidiaries of the Obligors which would otherwise not be Material Subsidiaries as provided above exceeds 7% of the revenue of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) at such time, then the 5% referred to above in this definition shall be automatically reduced to the extent necessary such that, after giving effect to such reduction, the revenue (determined on a consolidated basis without duplication in accordance with GAAP) of all Subsidiaries of the Obligors which are not Material Subsidiaries does not exceed 7% of the revenue of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) at such time.

"Maturity Date" means September 30, 2016; *provided* that if such date is not a Business Day, the Maturity Date shall be the immediately preceding Business Day.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Mubadala Investors" means, collectively, each Person that, prior to the date hereof and in connection with the Effective Date, has been identified in writing by the Obligors to the Administrative Agent (for delivery to each Lender) as a "Mubadala Investor".

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Negotiation Period" has the meaning assigned to such term in Section 2.13.

"Net Cash Proceeds" means, with respect to any issuance or any sale of Equity Interests, the cash proceeds received from such issuance or sale, net of attorneys' fees, investment banking fees, accountants' fees, consulting fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

"Net Income" means, for any period, (a) the net income (or loss) of the Obligors and their Consolidated Subsidiaries for such period determined on a consolidated basis without duplication in accordance with GAAP minus, to the extent included in such net income (or loss), (b) the net income of any Consolidated Subsidiary of any Obligor to the extent that the declaration or payment of dividends or similar distributions by that Consolidated Subsidiary of that net income is not at the time permitted by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Consolidated Subsidiary.

"New Acquisition" means any acquisition of property or series of related acquisitions of property that involves the payment of consideration by any Obligor or any of its Subsidiaries in excess of $25,000,000;

"New Disposition" means, with respect to any property or asset, any sale, lease, sale and leaseback, assignment, conveyance, transfer or disposition thereof that yields gross proceeds to any Obligor or any of its Subsidiaries in excess of $25,000,000.

"Non-Consent Event" means (a) any Payment Default that shall have continued unremedied for a period of the lesser of (i) 30 days after notice thereof to the Borrowers from the Administrative Agent or any Lender or (ii) 60 days, and (b) any Bankruptcy Event of Default.

"Non-Controlled Acquired Entity" means an Acquired Entity that is not Controlled by any Obligor or any of its Subsidiaries.

"Non-Defaulting Lender" means any Lender that is not a Defaulting Lender.

"Non-Guarantor Subsidiary" means any Subsidiary (other than an Obligor) of any Obligor that is not a Subsidiary Guarantor.

"NYUCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Obligations" means, collectively, (a) the obligations of the Borrowers to pay when due the principal of and interest on the Loans made by the Lenders to the Borrowers and all fees, indemnification payments and other amounts whatsoever, whether direct or indirect, absolute or contingent, now or hereafter from time to time owing to any Holder by the Borrowers under this Agreement and any other Loan Document and from time to time owing to any Holder by any Credit Party under any of the Loan Documents (including any and all amounts in respect of Letters of Credit), and all other obligations of the Credit Parties under the Loan Documents, and (b) on and after the Initial Funding Date, all obligations of any Obligor under or with respect to any Specified Hedging Agreement, in each case including all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceedings with respect to any Credit Party, whether or not such interest or expenses are allowed as a claim in such proceeding; *provided* that obligations of any Obligor under any Specified Hedging Agreement shall be guaranteed pursuant to the Loan Documents only to the extent that, and for so long as, the other Obligations are so guaranteed.

"Obligors" means, collectively, the Borrowers and the Parent Guarantors.

"Other Taxes" means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent" means any direct or indirect parent of any Credit Party.

"Parent Guarantor" means TC Group L.L.C and each other Person that becomes a Parent Guarantor hereunder pursuant to Section 2.24(a).

"Parent Guarantor Joinder Agreement" means the Parent Guarantor Joinder Agreement substantially in the form of Exhibit I.

"Participant" means any Person to whom a participation is sold as permitted by Section 10.04(d).

"Participant Register" has the meaning assigned to such term in Section 10.04(d).

"Partners' Letter" means, for each fiscal year or fiscal quarter of the Obligors, the explanatory memorandum that customarily accompanies the delivery of the financial statements

to the Global Partners with respect to the financial condition of the Obligors and their Consolidated Subsidiaries for such fiscal year or fiscal quarter, as the case may be.

"Patriot Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Default" means any Default described under Sections 8.01(a) or (b).

"Pay-off Letter" has the meaning assigned to such term in Section 5.02(b).

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Permitted Encumbrances" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 6.04;

(b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like Liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in compliance with Section 6.04;

(c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations;

(d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Article VIII; and

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Obligors or any of their respective Subsidiaries.

"Permitted Investments" means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States of America, in each case maturing within two years from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof having combined capital and surplus of not less than $250,000,000; (c) commercial paper of an issuer rated at least A-2 by S&P or P-2 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and

maturing within one year from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of two years or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A-2 by Moody's; (f) securities with maturities of two years or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; and (g) money market funds that (i) purport to comply generally with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940 and (ii) are rated AAA by S&P or Aaa by Moody's or carrying an equivalent rating by a nationally recognized rating agency and shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of any of clauses (a) through (f) of this definition.

"Permitted Investors" means (a) each Person that directly or indirectly owns Equity Interests in any of the Obligors on the Effective Date, and any natural person, estate or trust acquiring such Equity Interests or that of any Parent thereof upon the death of such Person, (b) any Person who is an officer or otherwise a member of the management team of any Obligor on the Effective Date, (c) (i) at any time prior to the Initial Funding Date, any direct or indirect Global Partner who is an officer or otherwise a member of the management team of any Obligor (or any Parent thereof), and (ii) at any time on and after the Initial Funding Date, any Person that (A) is a natural person, (B) directly or indirectly holds Equity Interests in any Obligor (or any Parent thereof) and (C) is an officer or otherwise a member of the management team or a partner-level personnel of any Obligor (or any Parent thereof), (d) any trust or other personal planning vehicle formed by any Person described in clauses (a) through (c) above that directly or indirectly owns Equity Interests in any of the Obligors or any Parent thereof and (e) any Person, all or substantially all of whose Equity Interests are owned or Controlled by Persons described in clauses (a) through (d) hereof or any group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the Effective Date) consisting of such Persons.

"Permitted Jurisdiction" means any state of the United States of America, any province or territory of Canada, the Cayman Islands and Scotland.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA which is sponsored, maintained or contributed to by any Obligor or any of its ERISA Affiliates.

"Prime Rate" means the rate of interest announced publicly by Citibank as its prime rate in effect at its principal office in New York City.

"Principal Financial Center" means, in the case of any Currency, the principal financial center where such Currency is cleared and settled, as determined by the Administrative Agent.

"Principal Payment Dates" means the Quarterly Dates falling in March, June, September and December of each year, commencing with the Quarterly Date falling in September 2014, through and including the Maturity Date.

"Pro Forma Compliance" means with respect to any event or transaction, including any Restructuring Transaction (each a "Relevant Transaction"; the consummation date of such Relevant Transaction being the "Relevant Transaction Consummation Date"), the Obligors shall be in compliance with (a) Section 7.08, which compliance shall be determined as of such Relevant Transaction Consummation Date immediately after giving effect to such Relevant Transaction and as if each reference therein to "Quarterly Date" were instead a reference to such Relevant Transaction Consummation Date; and (b) Section 7.10, which compliance shall be determined as of such Relevant Transaction Consummation Date immediately after giving effect to the incurrence, assumption and/or repayment of Indebtedness in connection with such Relevant Transaction and as if the reference therein to "last day of any fiscal quarter" was instead a reference to such Relevant Transaction Consummation Date.

"Pro Rata Share" has the meaning assigned to such term in Section 3.07.

"Qualified IPO" means the sale by any Credit Party, any entity that will become a Credit Party in connection with the consummation thereof, or Parent thereof, for its own account, in one or more transactions either registered under or requiring registration under Section 5 of the Securities Act of 1933 pursuant to a registration statement or registration statements filed with the SEC pursuant to the provisions of the Securities Act of 1933, of Equity Interests for Net Cash Proceeds of not less than $500,000,000.

"Qualified IPO Date" means the first day upon which any Credit Party, any entity that will become a Credit Party in connection with the consummation of a Qualified IPO, or Parent thereof shall have consummated a Qualified IPO.

"Quarterly Dates" means the last Business Day of March, June, September and December in each year.

"Rate Determination Notice" has the meaning assigned to such term in Section 2.13.

"Rating" means the rating that has been most recently announced by S&P (or, in the case of a private "Rating" by S&P, most recently notified by S&P to the Obligors or any Holder) for the long term counterparty credit rating of each Obligor.

"Rating Condition Trigger Date" means the first day upon which each of the following shall have occurred: (a) the receipt of a public long-term counterparty credit rating from S&P for each Borrower of not less than "A-" and (b) the redemption or repurchase in full, or conversion into Equity Interests, of all Indebtedness of the Obligors and their respective Subsidiaries owing to the Mubadala Investors.

"Reference Period" means any period of four consecutive fiscal quarters.

"Register" has the meaning assigned to such term in Section 10.04(c).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Relevant Transaction" has the meaning assigned to such term in the definition of "Pro Forma Compliance".

"Relevant Transaction Consummation Date" has the meaning assigned to such term in the definition of "Pro Forma Compliance".

"Required Lenders" means, at any time, subject to the last paragraph of Section 10.02(b), Lenders having Revolving Credit Exposures, outstanding Term Loans and unused Revolving Credit Commitments representing more than 50% of the sum of the total Revolving Credit Exposures, outstanding Term Loans and unused Revolving Credit Commitments at such time.

"Requirement of Law" means, with respect to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" means, with respect to any Person, the chief executive officer, president, chief financial officer (or similar title), chief operating officer, managing director, chief accounting officer, controller, treasurer (or similar title) or vice president (or similar title) of such Person, and, with respect to financial matters, the chief financial officer (or similar title), controller or treasurer (or similar title) of such Person.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests of any Obligor or any of its Subsidiaries (other than dividends and distributions on Equity Interests payable solely by the issuance of additional shares of Equity Interests of the Person paying such dividends or distributions), or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or any option, warrant or other right to acquire any such Equity Interests.

"Restructuring Transaction" has the meaning assigned to such term in Section 7.03(d).

"Revolving Credit Availability Period" means the period from and including the Initial Funding Date to but excluding the earlier of the Maturity Date and the date of termination of the Revolving Credit Commitments.

"Revolving Credit Borrowing" means any Borrowing comprised of Loans made pursuant to Section 2.01(a).

"Revolving Credit Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Credit Loans and to acquire participations in Letters of Credit hereunder, expressed as a Dollar amount representing the maximum aggregate amount of such Lender's Revolving Credit Exposure hereunder, as such commitment may be (i) reduced from time to time pursuant to Section 2.07, (ii) increased from time to time after the Initial Funding Date pursuant to Section 2.22 and (iii) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Revolving Credit Commitment as of the Effective Date is set forth on the Commitment Schedule, or, in the case of a Lender that assumes a Revolving Credit Commitment after the Effective Date, in the Assignment and Assumption pursuant to which such Lender shall have assumed such Revolving Credit Commitment. The initial aggregate amount of the Lenders' Revolving Credit Commitments as of the Effective Date is $750,000,000; *provided* that, upon any reduction, in whole or in part, of the Existing Revolving Credit Commitments under the Existing Credit Agreement prior to the Initial Funding Date, the initial aggregate amount of the Revolving Credit Commitments as of the Initial Funding Date shall be reduced by a corresponding amount in accordance with Section 2.07(e).

"Revolving Credit Exposure" means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Credit Loans and its LC Exposure at such time.

"Revolving Credit Dividend Amount" has the meaning assigned to such term in Section 6.08.

"Revolving Credit Facility" means, at any time, the aggregate amount of the Revolving Credit Lenders' Revolving Credit Commitments at such time.

"Revolving Credit Increase Effective Date" has the meaning assigned to such term in Section 2.22.

"Revolving Credit Lender" means a Lender with a Revolving Credit Commitment or, if the Revolving Credit Commitments have terminated or expired, a Lender with Revolving Credit Exposure.

"Revolving Credit Loan" means a Loan made pursuant to Section 2.01(a).

"S&P" means Standard & Poor's Ratings Group, Inc., or any successor to the rating agency business thereof.

"SEC" means the United States Securities and Exchange Commission.

"Solvent" means, with respect to any Person, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) "debt" means liability on a "claim", (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured and (iii) except as otherwise provided by applicable law, the amount of "contingent liabilities" at any time shall be the amount thereof which, in light of all the facts and circumstances existing at such time, can reasonably be expected to become actual or matured liabilities.

"Specified Hedging Agreement" means any Hedging Agreement (a) entered into by (i) any Obligor and (ii) the Administrative Agent, any Lender or any Affiliate of any Lender (or any agent or lender, or any affiliate of an agent or a lender, under the Existing Credit Agreement) at the time such Hedging Agreement was entered into, as counterparty, for the purpose of hedging interest rate liabilities with respect to the Term Loans (or the Existing Term Loans), and (b) that has been designated by the relevant Obligor, by notice to the Administrative Agent, as a Specified Hedging Agreement (each such relevant Obligor undertakes to promptly notify the Administrative Agent of such designation following the entering into of such Specified Hedging Agreement, *provided* that the failure to communicate such designation to the Administrative Agent shall not negate the validity or status of such Hedging Agreement as a Specified Hedging Agreement). The designation of any Hedging Agreement as a Specified Hedging Agreement shall not create in favor of the Administrative Agent, Lender or affiliate thereof that is a party thereto any rights in connection with the release of the obligations of any Credit Party under the Loan Documents.

"Specified IPO" means the Qualified IPO that is consummated on the terms and conditions described in the Specified IPO S-1.

"Specified IPO Date" means the first day upon which the Specified IPO shall have been consummated.

"Specified IPO Dividend Borrowing Date" means the date of any Borrowing of Revolving Credit Loans for the purpose set forth in clause (i) of Section 6.08(b).

"Specified IPO Investment Repurchase Borrowing Date" means the date of any Borrowing of Revolving Credit Loans for the purpose set forth in clause (ii) of Section 6.08(b).

"Specified IPO S-1" means the draft registration statement of The Carlyle Group, L.P. on Form S-1 filed with the SEC on September 6, 2011, as amended, supplemented or otherwise modified from time to time, *provided* that any such amendment, supplement or modification that, when taken as a whole, could reasonably be expected to have a Material Adverse Effect shall be reasonably acceptable to the Administrative Agent.

"Statutory Reserve Rate" means, for the Interest Period for any Eurocurrency Borrowing, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one *minus* the arithmetic mean, taken over each day in such Interest Period, of the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Administrative Agent is subject for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to Regulation D of the Board. Eurocurrency Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D of the Board or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Sterling" or "£" refers to the lawful currency of the United Kingdom.

"Subject Parties" means, collectively, the Credit Parties, the Material Subsidiaries, any Material Fund Entity and, if one or more Bankruptcy Events of Default have occurred with respect to Fund Entities (excluding any Excluded Fund Entity) having individually or in the aggregate an aggregate amount of assets under management as of the relevant date of determination exceeding 5% of the aggregate amount of assets under management as of the relevant date of determination for all Fund Entities, any Fund Entity.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent, *provided* that "Subsidiary" shall not include any Fund Entity and any Subsidiary of any Fund Entity.

"Subsidiary Guarantee Agreement" means the Subsidiary Guarantee Agreement substantially in the form of Exhibit J among each of the Subsidiary Guarantors and the Administrative Agent.

"Subsidiary Guarantee Joinder Agreement" means the Subsidiary Guarantor Joinder Agreement substantially in the form of Exhibit A to the Subsidiary Guarantee Agreement.

"Subsidiary Guarantor" means each Person that becomes a party to the Subsidiary Guarantee Agreement pursuant to Section 2.24(b).

"Substitute Basis" has the meaning assigned to such term in Section 2.13.

"Tax Agreement Form" has the meaning assigned to such term in Section 7.06(e).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term", when used in reference to any Loan or Borrowing, refers to whether the Class of such Loan or Borrowing is Term, as opposed to Revolving Credit.

"Term Facility" means, at any time, the aggregate Term Loans of all Term Lenders at such time.

"Term Increase Effective Date" has the meaning assigned to such term in Section 2.21.

"Term Lender" means a Lender with an outstanding Term Loan. Each Term Lender shall have outstanding Term Loans as of the Initial Funding Date in the amount set forth for such Term Lender on the Commitment Schedule.

"Term Loan" means a Loan made or deemed made pursuant to Section 2.01(b) and Section 2.21. The initial aggregate amount of the Term Loans as of the Initial Funding Date is $500,000,000; *provided* that, upon any prepayment or repayment, in whole or in part, of the Existing Term Loans under the Existing Credit Agreement prior to the Initial Funding Date, the initial aggregate amount of the Term Loans as of the Initial Funding Date shall be reduced by a corresponding amount, and the Commitment Schedule shall be automatically adjusted to reflect such reduced aggregate amount of the Term Loans. Prior to the Initial Funding Date, "Term Loans" of any Term Lender for purposes of the definition of "Required Lenders" and Section 10.04 shall be deemed to mean such Term Lender's commitments to fund Term Loans on the Initial Funding Date as set forth in the Commitment Schedule.

"Total Indebtedness" means, at any time, the aggregate outstanding amount of (i) Indebtedness of the type described in clauses (a), (b), (g), (h) and (i) of the definition of "Indebtedness", and any Guarantees of such Indebtedness and (ii) all obligations in respect of any earn-out obligation or other contingent obligation that becomes a liability on the balance sheet of such Person in accordance with GAAP or becomes fixed, and any Guarantees of such obligations, in each case of the Obligors and their Consolidated Subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) at such time. Notwithstanding the last sentence of the definition of "Guarantee", for purposes of determining the aggregate outstanding amount of any Indebtedness contemplated by this definition, the amount of any Guarantee shall be deemed to equal the aggregate outstanding principal amount of the Indebtedness that is guaranteed by such Guarantee.

"Total Indebtedness Ratio" means, at any time, the ratio of (a) Total Indebtedness as at the end of the most recent fiscal quarter to (b) EBITDA for the period of four consecutive fiscal quarters ending at such time or the most recently ended prior to such time.

"Transactions" means the execution, delivery and performance by each Credit Party of this Agreement and the other Loan Documents to which such Obligor is a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Alternate Base Rate.

"U.S. Lender" has the meaning assigned to such term in Section 2.16(f).

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by (b) the then outstanding principal amount of such Indebtedness.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Withholding Agent" means any Obligor or the Administrative Agent.

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.03 Accounting Terms; GAAP.

(a) Subject to paragraphs (b) and (c) of this Section, and except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP as in effect from time to time; *provided* that if the Borrowers notify the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such

provision (or if the Administrative Agent notifies the Borrowers that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

(b) All measurements or calculations of Indebtedness used in determining compliance with any covenant, condition or agreement contained in Article VII shall be made excluding the effect of Financial Accounting Standard No. 159.

(c) No effect shall be given to any change in GAAP arising out of a change described in (i) the Proposed Accounting Standards Update to Leases (Topic 840) dated August 17, 2010 or a substantially similar pronouncement, or (ii) Revenue Recognition ASU Topic 605 issued on June 24, 2010 or a substantially similar pronouncement.

SECTION 1.04 Currencies; Currency Equivalents. At any time, any reference in the definition of the term "Agreed Foreign Currency" or in any other provision of this Agreement to the Currency of any particular nation means the lawful currency of such nation at such time whether or not the name of such Currency is the same as it was on the Effective Date. Except as provided in Section 2.09(b) and the last sentence of Section 2.17(a), for purposes of determining (i) whether the amount of any Borrowing or Letter of Credit, together with all other Borrowings and Letters of Credit then outstanding or to be borrowed at the same time as such Borrowing, would exceed the aggregate amount of the Revolving Credit Commitments, (ii) the aggregate unutilized amount of the Revolving Credit Commitments and (iii) the outstanding aggregate principal amount of Borrowings and LC Exposure, the outstanding principal amount of any Borrowing or Letter of Credit that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount of the Foreign Currency of such Borrowing or Letter of Credit determined as of the date of such Borrowing (determined in accordance with the last sentence of the definition of the term "Interest Period") or Letter of Credit. Wherever in this Agreement in connection with a Borrowing, Loan or Letter of Credit an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in a Foreign Currency, such amount shall be the relevant Foreign Currency Equivalent of such Dollar amount (rounded to the nearest 1,000 units of such Foreign Currency).

ARTICLE II
THE CREDITS

SECTION 2.01 Revolving Credit Loans and Term Loans.

(a) Revolving Credit Loans. Subject to the terms and conditions set forth herein, each Revolving Credit Lender agrees to make Revolving Credit Loans in Dollars or in any Agreed Foreign Currency to the Borrowers from time to time during the Revolving Credit Availability Period in an aggregate principal amount that will not result in (i) such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Credit Commitment or (ii) the total Revolving Credit Exposures exceeding the total Revolving Credit Commitments. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Credit Loans.

If any Existing Revolving Credit Loans or Existing Letters of Credit shall be outstanding immediately prior to the Initial Funding Date, the Borrowers shall be deemed automatically to have borrowed Revolving Credit Loans from the Revolving Credit Lenders, and the Revolving Credit Lenders shall be deemed automatically to have made Revolving Credit Loans to the Borrowers (in the case of Eurocurrency Revolving Credit Loans, with Interest Periods commencing on the Initial Funding Date and ending on the date as shall have been previously notified to the Lenders in connection therewith) and shall

be deemed to have acquired participations in any Existing Letters of Credit, in each case on the Initial Funding Date, so that after giving effect to such deemed Revolving Credit Loans and purchases, the Revolving Credit Loans and LC Exposure in respect of all outstanding Letters of Credit shall be held by the Revolving Credit Lenders in accordance with the respective amounts of their Revolving Credit Commitments as of the Initial Funding Date as set forth in the Commitment Schedule.

(b) Term Loans. With respect to the Existing Term Loans outstanding immediately prior to the Initial Funding Date, the Borrowers shall be deemed automatically to have borrowed Term Loans from the Term Lenders, and the Term Lenders shall be deemed automatically to have made Term Loans to the Borrowers (in the case of Eurocurrency Term Loans, with Interest Periods commencing on the Initial Funding Date and ending on the date as shall have been previously notified to the Lenders in connection therewith), in each case on the Initial Funding Date, so that after giving effect to such deemed Terms Loans, the Term Loans shall be held by the Term Lenders as of the Initial Funding Date in the amounts set forth in the Commitment Schedule.

SECTION 2.02 Loans and Borrowings.

(a) Obligations of Lenders. Each Revolving Credit Loan shall be made as part of a Borrowing consisting of Revolving Credit Loans of the same Type and Currency made by the Revolving Credit Lenders ratably in accordance with their respective Revolving Credit Commitments. The failure of any Revolving Credit Lender to make any Revolving Credit Loan required to be made by it shall not relieve any other Revolving Credit Lender of its obligations hereunder; *provided* that the Revolving Credit Commitments of the Revolving Credit Lenders are several and no Revolving Credit Lender shall be responsible for any other Revolving Credit Lender's failure to make Revolving Credit Loans as required.

(b) Type of Loans. Subject to Section 2.12, each Borrowing shall be comprised entirely of ABR Loans or of Eurocurrency Loans denominated in a single Currency as the Borrowers may request in accordance herewith. Each ABR Loan shall be denominated in Dollars. Each Revolving Credit Lender at its option may make any Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Revolving Credit Lender to make such Revolving Credit Loan; *provided* that any exercise of such option shall not affect the obligation of the Borrowers to repay such Revolving Credit Loan in accordance with the terms of this Agreement.

(c) Minimum Amounts; Limitation on Number of Borrowings. Each Eurocurrency Borrowing shall be in an aggregate amount of $10,000,000 or a whole multiple of $1,000,000 in excess thereof. Each ABR Borrowing shall be in an aggregate amount equal to $5,000,000 or a whole multiple of $1,000,000 in excess thereof; *provided* that a Revolving Credit ABR Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Credit Commitments or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.04(f). Borrowings of more than one Class, Type and Currency may be outstanding at the same time; *provided* that there shall not at any time be more than a total of fourteen Eurocurrency Borrowings outstanding.

(d) Limitations on Interest Periods. Notwithstanding any other provision of this Agreement, the Borrowers shall not be entitled to request (or to elect to convert to or continue as a Eurocurrency Borrowing):

(i) any Revolving Credit Borrowing if the Interest Period requested therefor would end after the Maturity Date; or

(ii) any Term Borrowing if the Interest Period requested therefor would end after the Maturity Date.

SECTION 2.03 Requests for Borrowings.

(a) Notice by the Borrowers. To request a Borrowing, the Borrowers shall notify the Administrative Agent of such request by telephone (i) in the case of a Eurocurrency Borrowing denominated in Dollars, not later than 10:00 a.m., New York City time, two Business Days before the date of the proposed Borrowing, (ii) in the case of a Eurocurrency Borrowing denominated in a Foreign Currency, not later than 10:00 a.m., London time, four Business Days before the date of the proposed Borrowing, or (iii) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrowers.

(b) Content of Borrowing Requests. Each telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) whether the requested Borrowing is to be a Revolving Credit Borrowing or a Term Loan Borrowing;

(ii) the aggregate amount and, in the case of a Revolving Credit Borrowing, the Currency of the requested Borrowing;

(iii) the date of such Borrowing, which shall be a Business Day;

(iv) in the case of a Term Borrowing or of a Revolving Credit Borrowing denominated in Dollars, whether such Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing;

(v) in the case of a Eurocurrency Borrowing, the Interest Period therefor, which shall be a period contemplated by the definition of the term “Interest Period” and permitted under Section 2.02(d);

(vi) the identity of the Borrower that is to receive the proceeds of such Borrowing; and

(vii) the location and number of the applicable Borrower’s account to which funds are to be disbursed.

(c) Notice by the Administrative Agent to the Lenders. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s Loan to be made as part of the requested Borrowing.

(d) Failure to Elect. If no election as to the Currency of a Revolving Credit Borrowing is specified, then the requested Revolving Credit Borrowing shall be denominated in Dollars. If no election as to the Type of a Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing unless such Borrowing is a Revolving Credit Borrowing as to which an Agreed Foreign Currency has been specified, in which case the requested Revolving Credit Borrowing shall be a Eurocurrency Borrowing denominated in such Agreed Foreign Currency. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, the Borrowers shall be deemed to have selected an Interest Period of one month’s duration.

SECTION 2.04 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, in addition to the Loans provided for in Section 2.01, the Borrowers may request any Issuing Bank to issue, at any time and from time to time during the Revolving Credit Availability Period, Letters of Credit denominated in Dollars or any Agreed Foreign Currency for the account of a Borrower or a Subsidiary of a Borrower in such form as is acceptable to such Issuing Bank in its reasonable determination. Letters of Credit issued hereunder shall constitute utilization of the Revolving Credit Commitments. On the Initial Funding Date, the Existing Letters of Credit shall be deemed to be "Letters of Credit" for all purposes of this Agreement and the other Loan Documents.

(b) Notice of Issuance, Amendment, Renewal or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrowers shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the respective Issuing Bank) to an Issuing Bank selected by them with a copy to the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (d) of this Section), the amount and Currency of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. If requested by the respective Issuing Bank, the Borrowers also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrowers to, or entered into by the Borrowers with, an Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control.

(c) Limitations on Amounts. A Letter of Credit shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the total LC Exposures shall not exceed $150,000,000 and (ii) the total Revolving Credit Exposures shall not exceed the total Revolving Credit Commitments.

(d) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date twelve months after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, twelve months after the then-current expiration date of such Letter of Credit) and (ii) the date that is three Business Days prior to the Maturity Date.

(e) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) by any Issuing Bank, and without any further action on the part of such Issuing Bank or the Revolving Credit Lenders, such Issuing Bank hereby grants to each Revolving Credit Lender, and each Revolving Credit Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving Credit Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. Each Revolving Credit Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Credit Commitments.

In consideration and in furtherance of the foregoing, each Revolving Credit Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent in Dollars, for account of the respective Issuing Bank, such Revolving Credit Lender's Applicable Percentage of the Dollar

Equivalent of each LC Disbursement made by an Issuing Bank promptly upon the request of such Issuing Bank at any time from the time of such LC Disbursement until such LC Disbursement is reimbursed by the Borrowers or at any time after any reimbursement payment is required to be refunded to the Borrowers for any reason. Such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each such payment shall be made in the same manner as provided in Section 2.05 with respect to Revolving Credit Loans made by such Revolving Credit Lender (and Section 2.05 shall apply, *mutatis mutandis*, to the payment obligations of the Revolving Credit Lenders), and the Administrative Agent shall promptly pay to the respective Issuing Bank the amounts so received by it from the Revolving Credit Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrowers pursuant to the next following paragraph, the Administrative Agent shall distribute such payment to the respective Issuing Bank or, to the extent that the Revolving Credit Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Credit Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Credit Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement shall not constitute a Revolving Credit Loan and shall not relieve the Borrowers of their obligations to reimburse such LC Disbursement.

(f) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the Borrowers shall reimburse such Issuing Bank in respect of such LC Disbursement by paying to the Administrative Agent an amount equal to the Dollar Equivalent of such LC Disbursement not later than 12:00 noon, New York City time, on the Business Day immediately following the day that any Borrower receives such notice; *provided* that the Borrowers may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with a Revolving Credit ABR Borrowing in the Dollar Equivalent amount and, to the extent so financed, the Borrowers' obligation to make such payment shall be discharged and replaced by the resulting Revolving Credit ABR Borrowing. If the Borrowers fail to make such payment when due, the Administrative Agent shall notify each Revolving Credit Lender of the applicable LC Disbursement, the payment then due from the Borrowers in respect thereof and such Revolving Credit Lender's Applicable Percentage thereof.

(g) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (f) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the respective Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder, except in each case for errors or omissions resulting from the gross negligence or willful misconduct of such Issuing Bank or its employees or agents.

No Issuing Bank shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit by the respective Issuing Bank or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the respective Issuing Bank, except in each case for errors or omissions resulting from the gross negligence or willful misconduct of such Issuing Bank or its

employees or agents; *provided* that the foregoing shall not be construed to excuse an Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by the Borrowers that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank, any action taken or omitted by any Issuing Bank under or in connection with any Letter of Credit or the related drafts or documents, if done in accordance with the standard of care specified in the NYUCC, shall be binding on the Borrowers and shall not result in any liability of such Issuing Bank to the Borrowers.

(h) Disbursement Procedures. The Issuing Bank for any Letter of Credit shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under such Letter of Credit. Such Issuing Bank shall promptly after such examination notify the Administrative Agent and the Borrowers by telephone (confirmed by telecopy) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; *provided* that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligations to reimburse such Issuing Bank and the Revolving Credit Lenders with respect to any such LC Disbursement.

(i) Interim Interest. If the Issuing Bank for any Letter of Credit shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate per annum then applicable to ABR Loans; *provided* that, if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (f) of this Section, then the rate specified in Section 2.11(c) shall apply on each such past-due day. Interest accrued pursuant to this paragraph shall be for account of such Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Credit Lender pursuant to paragraph (f) of this Section to reimburse such Issuing Bank shall be for account of such Revolving Credit Lender to the extent of such payment.

(j) Replacement of an Issuing Bank. Any Issuing Bank may be replaced at any time at the designation of the Borrowers and the consent of the successor Issuing Bank (with notice to the Administrative Agent). The Administrative Agent shall notify the Revolving Credit Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for account of the replaced Issuing Bank pursuant to Section 2.10(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to include such successor or any previous Issuing Bank, or such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(k) Cash Collateralization. If either (i) the Loans shall have been accelerated pursuant to Section 8.01 (an "Acceleration Event") or (ii) the Borrowers shall be required to provide cover for LC Exposure pursuant to Section 2.09(b) or Section 2.19(d)(ii), the Borrowers shall immediately deposit into an account designated by the Administrative Agent an amount in Dollars in cash equal to, in the case of an Acceleration Event, the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit as of such date and, in the case of cover pursuant to Section 2.09(b) or Section 2.19(d)(ii), the amount required under Section 2.09(b) or Section 2.19(d)(ii), as the case may be;

provided that, in the case of cover provided by the Borrowers pursuant to Section 2.09(b) after the Revolving Credit Commitments have expired or been terminated and after the principal of and interest on each Loan and all fees or other amounts payable hereunder shall have been paid in full, the Borrowers shall deposit into an account designated by the Administrative Agent an amount in the same currency as the currency in which the applicable outstanding Letter of Credit is denominated in cash equal to the aggregate undrawn amount of such Letter of Credit. The Borrowers shall not at any time thereafter permit the amount of such deposit to be less than (i) in the case of an Acceleration Event, the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit at such time and (ii) in the case of cover pursuant to Section 2.09(b) (other than as contemplated by the proviso in the immediately preceding sentence) or Section 2.19(d)(ii), the Dollar Equivalent of the aggregate amount required under Section 2.09(b) or Section 2.19(d)(ii), as the case may be. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent in Permitted Investments and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, with the consent of Revolving Credit Lenders with LC Exposure representing more than 50% of the total LC Exposure, be applied to satisfy other obligations of the Borrowers under this Agreement.

SECTION 2.05 Funding of Borrowings.

(a) Funding by Lenders. Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 noon, Local Time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrowers by promptly crediting the amounts so received, in like funds, to an account of the Borrowers designated by the Borrowers in the applicable Borrowing Request; *provided* that Revolving Credit ABR Borrowings made to finance the reimbursement of an LC Disbursement as provided in Section 2.04(f) shall be remitted by the Administrative Agent to the respective Issuing Bank.

(b) Presumption by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date (or, in the case of any ABR Borrowing, prior to 10:00 a.m., New York City time, on the date such ABR Borrowing is to be made) of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrowers, the interest rate applicable to ABR Loans. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute

such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

SECTION 2.06 Interest Elections.

(a) Elections by the Borrowers. The Loans comprising each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurocurrency Borrowing (other than any Eurocurrency Borrowing made pursuant to Section 2.01(a) or Section 2.01(b)), shall have the Interest Period specified in such Borrowing Request. Thereafter, the Borrowers may elect to convert such Borrowing to a Borrowing of a different Type or to continue such Borrowing as a Borrowing of the same Type and, in the case of a Eurocurrency Borrowing, may elect the Interest Period therefor, all as provided in this Section; *provided* that (i) a Borrowing denominated in one Currency may not be continued as, or converted to, a Borrowing in a different Currency, (ii) no Eurocurrency Borrowing denominated in a Foreign Currency may be continued if, after giving effect thereto, the aggregate Revolving Credit Exposures would exceed the aggregate Revolving Credit Commitments, (iii) a Eurocurrency Borrowing denominated in a Foreign Currency may not be converted to a Borrowing of a different Type and (iv) the Borrowers may at any time during the pendency of an Interest Period for any Eurocurrency Loan provide an Interest Election Request hereunder to select a new Interest Period for such Eurocurrency Loan, the applicable LIBO Rate for such Eurocurrency Loan to be effective on the Business Day specified in such request, which effective date shall be not less than the second Business Day following such request (and such request shall otherwise be given in accordance with, and comply with the requirements, if applicable, of, paragraph (c) below), in which case the relevant Lenders shall be entitled to receive amounts payable under Section 2.15 as if such Lenders had received a prepayment of such Loan on such effective date. The Borrowers may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) Notice of Elections. To make an election pursuant to this Section, the Borrowers shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrowers.

(c) Content of Interest Election Requests. Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether, in the case of a Borrowing denominated in Dollars, the resulting Borrowing is to be an ABR Borrowing or a Eurocurrency Borrowing; and

(iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period therefor after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period" and permitted under Section 2.02(d).

(d) Notice by the Administrative Agent to the Lenders. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) Failure to Elect; Events of Default. If the Borrowers fail to deliver a timely and complete Interest Election Request with respect to a Eurocurrency Borrowing prior to the end of the Interest Period therefor, then, unless such Eurocurrency Borrowing is repaid as provided herein, the Borrowers shall be deemed to have selected an Interest Period of one month's duration.

Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent or the Required Lenders so notifies the Borrowers, then, so long as an Event of Default is continuing (A) no outstanding Borrowing denominated in Dollars may be converted to or continued as a Eurocurrency Borrowing, (B) unless repaid, each Eurocurrency Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period therefor and (C) no outstanding Eurocurrency Borrowing denominated in a Foreign Currency may have an Interest Period of more than one month's duration.

SECTION 2.07 Termination and Reduction of the Revolving Credit Commitments.

(a) Scheduled Termination. Unless previously terminated, the Revolving Credit Commitments shall terminate on the Maturity Date.

(b) Voluntary Termination or Reduction. The Borrowers may at any time terminate, or from time to time reduce, the Revolving Credit Commitments; *provided* that (i) each partial reduction of the Revolving Credit Commitments pursuant to this Section shall be in an amount that is $5,000,000 or a whole multiple of $1,000,000 in excess thereof and (ii) the Borrowers shall not terminate or reduce the Revolving Credit Commitments if, after giving effect to any concurrent prepayment of the Revolving Credit Loans in accordance with Section 2.09, the total Revolving Credit Exposures would exceed the total Revolving Credit Commitments.

(c) Notice of Voluntary Termination or Reduction. The Borrowers shall notify the Administrative Agent of any election to terminate or reduce the Revolving Credit Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrowers pursuant to this Section shall be irrevocable; *provided* that a notice of termination of the Revolving Credit Commitments delivered by the Borrowers may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrowers (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied.

(d) Effect of Termination or Reduction. Any termination or reduction of the Revolving Credit Commitments shall be permanent. Subject to Section 2.19(h), each reduction of the Revolving Credit Commitments shall be made ratably among the Revolving Credit Lenders in accordance with their respective Revolving Credit Commitments.

(e) Ratable Reductions prior to Initial Funding Date. Notwithstanding anything to the contrary herein or in the Existing Credit Agreement, prior to the Initial Funding Date, the Borrowers shall not (i) reduce all or a portion of the Existing Revolving Credit Commitments under the Existing Credit Agreement unless it shall also reduce a corresponding portion of the Revolving Credit Commitments under this Agreement pursuant to this Section and (ii) reduce all or a portion of the Revolving Credit Commitments under this Agreement unless it shall also reduce a corresponding portion of the Existing Revolving Credit Commitments under the Existing Credit Agreement pursuant to Section 2.07 of the Existing Credit Agreement. Upon any reduction of the Revolving Credit Commitments effected prior to the Initial Funding Date, the Commitment Schedule shall be automatically adjusted to reflect such reduction.

SECTION 2.08 Repayment of Loans; Evidence of Debt.

(a) Repayment. The Borrowers hereby unconditionally promise to pay the Loans as follows:

(i) to the Administrative Agent for account of the Revolving Credit Lenders the outstanding principal amount of the Revolving Credit Loans on the Maturity Date, and

(ii) to the Administrative Agent for account of the Term Lenders the outstanding principal amount of the Term Loans on each Principal Payment Date falling in the month and year set forth below that occurs after the Initial Funding Date (and disregarding for the purposes of this Agreement any Principal Payment Date that occurs on or prior to the Initial Funding Date) in the aggregate principal amount equal to (A) the percentage set forth opposite such Principal Payment Date *multiplied by* (B) the aggregate principal amount of the Term Loans set forth in the Commitment Schedule as of the Effective Date, subject to adjustment pursuant to paragraph (b) of this Section:

Principal Payment Date	Percentage
September, 2014	7.50%
December, 2014	7.50%
March, 2015	8.75%
June, 2015	8.75%
September, 2015	8.75%
December, 2015	8.75%
March, 2016	12.5%
June, 2016	12.5%
September, 2016	12.5%
Maturity Date	12.5%

(iii) to the extent any Term Loan remains outstanding on the Maturity Date, to the Administrative Agent for account of the applicable Term Lenders the outstanding principal amount of the Term Loans on the Maturity Date.

(b) Adjustment of Amortization Schedule. As of the Initial Funding Date, the amortization schedule contained in paragraph (a)(ii) of this Section shall be automatically adjusted to conform to the application, prior to the Initial Funding Date, of any voluntary prepayments of Existing Term Loans theretofore made to the installments of Existing Term Loans contemplated by Section 2.09(a) of the Existing Credit Agreement. Any prepayment of the Term Loans pursuant to this Agreement shall

be applied to reduce the subsequent scheduled repayments of the Term Loans to be made pursuant to this Section in accordance with Section 2.09.

(c) Manner of Payment. Prior to any repayment or prepayment of any Borrowings of any Class hereunder, and subject (in the case of a prepayment) to any applicable provisions of Section 2.09, the Borrowers shall select the Borrowing or Borrowings of the applicable Class to be paid and shall notify the Administrative Agent by telephone (confirmed by telecopy) of such selection not later than 10:00 a.m., New York City time, two Business Days before (or, in the case of ABR Borrowings, the same Business Day of) the scheduled date of such repayment; *provided* that each repayment of Borrowings of any Class shall be applied to repay any outstanding ABR Borrowings of such Class before any other Borrowings of such Class. If the Borrowers fail to make a timely selection of the Borrowing or Borrowings to be repaid or prepaid, such payment shall be applied, first, to pay any outstanding ABR Borrowings of the applicable Class and, second, to other Borrowings of such Class in the order of the remaining duration of their respective Interest Periods (the Borrowing with the shortest remaining Interest Period to be repaid first). Each payment of a Borrowing shall be applied ratably to the Loans included in such Borrowing.

(d) Maintenance of Records by Lenders. Each Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts and Currency of principal and interest payable and paid to such Lender from time to time hereunder.

(e) Maintenance of Records by the Administrative Agent. The Administrative Agent shall maintain records in which it shall record (i) the amount and Currency of each Loan made hereunder, the Class and Type thereof and each Interest Period therefor, (ii) the amount and Currency of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder and (iii) the amount and Currency of any sum received by the Administrative Agent hereunder for account of the Lenders and each Lender's share thereof.

(f) Effect of Entries. The entries made in the records maintained pursuant to paragraph (d) or (e) of this Section shall be presumptively correct evidence of the existence and amounts of the obligations recorded therein absent manifest error; *provided* that the failure of any Lender or the Administrative Agent to maintain such records or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(g) Promissory Notes. Any Lender may request that Loans of any Class made by it be evidenced by a promissory note, which promissory note shall (i) in the case of any Revolving Credit Loan, be substantially in the form of Exhibit F and (ii) in the case of any Term Loan, be substantially in the form of Exhibit G. In such event, the Borrowers shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.09 Prepayment of Loans.

(a) Optional Prepayments. The Borrowers shall have the right at any time and from time to time to prepay any Borrowing in whole or in part, without premium or penalty, subject to the requirements of this Section. Any partial prepayment pursuant to this paragraph shall be in an amount that is $5,000,000 or a whole multiple of $1,000,000 in excess thereof. Any prepayment of the Term Loans pursuant to this paragraph shall be applied to the installments thereof falling after the Initial Funding Date in the manner directed by the Borrowers.

(b) Mandatory Prepayments—Revolving Credit Loans—Foreign Currency Valuations. On each Quarterly Date prior to the Maturity Date, the Administrative Agent shall determine the aggregate Revolving Credit Exposure. For the purpose of this determination, the outstanding principal amount or stated amount of any Loan or Letter of Credit that is denominated in any Foreign Currency shall be deemed to be the Dollar Equivalent of the amount in the Foreign Currency of such Loan or Letter of Credit, determined as of such Quarterly Date. If on the date of such determination the aggregate Revolving Credit Exposure exceeds the sum of (i) 105% of the aggregate amount of the Revolving Credit Commitments as then in effect *plus* (ii) the amount then on deposit in the account contemplated by Section 2.04(k), the Administrative Agent shall promptly notify the Lenders and the Borrowers thereof and the Borrowers shall, within five Business Days after their receipt of such notice, prepay the Revolving Credit Loans (and/or provide cover for LC Exposure as specified in Section 2.04(k)) in such amounts as shall be sufficient to eliminate such excess.

(c) Notices, Etc. The Borrowers shall notify the Administrative Agent by telephone (confirmed by telecopy) of any prepayment hereunder (i) in the case of prepayment of a Eurocurrency Borrowing, not later than 10:00 a.m., New York City time (or, in the case of a Borrowing denominated in a Foreign Currency, 11:00 a.m., London time), three Business Days before the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment; *provided* that, if a notice of prepayment is given in connection with a conditional notice of termination of the Revolving Credit Commitments as contemplated by Section 2.07, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.07. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the relevant Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.11 and all other amounts payable under this Agreement, including under Section 2.15. Amounts prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.10 Fees.

(a) Commitment Fees. The Borrowers agree to pay to the Administrative Agent for account of each Lender a commitment fee, which shall accrue on the average daily unused amount of the Revolving Credit Commitment of such Lender during the period from and including the Initial Funding Date to but excluding the date such Revolving Credit Commitment terminates at a rate per annum equal to the Applicable Rate. Accrued commitment fees shall be payable in arrears on each Quarterly Date and on the date the Revolving Credit Commitments terminate, commencing with the first Quarterly Date to occur after the Initial Funding Date. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees with respect to the Revolving Credit Commitments, the Revolving Credit Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Credit Loans and LC Exposure of such Lender.

(b) Letter of Credit Fees. The Borrowers agree to pay (i) to the respective Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Initial Funding Date to but excluding the later of the date of termination of the Revolving Credit Commitments and the date on which there ceases to be any LC Exposure, as well as

such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder, and (ii) to the Administrative Agent for account of each Revolving Credit Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue on the average daily amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Initial Funding Date to but excluding the later of the date on which such Lender's Revolving Credit Commitment terminates and the date on which such Lender ceases to have any LC Exposure at a rate per annum equal to (i) the Applicable Rate applicable to interest on Revolving Credit Eurocurrency Loans *minus* (ii) the fronting fee referred to in clause (i) above. Participation fees and fronting fees accrued through and including each Quarterly Date shall be payable on the third Business Day following such Quarterly Date, commencing with the first Quarterly Date to occur after the Initial Funding Date; *provided* that all such fees shall be payable on the date on which the Revolving Credit Commitments terminate and any such fees accruing after the date on which the Revolving Credit Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within 10 Business Days after receipt of a reasonably detailed written invoice therefor. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(c) Administrative Agent Fees. The Borrowers agree to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrowers and the Administrative Agent.

(d) Payment of Fees. All fees payable hereunder shall be paid on the dates due, in Dollars and immediately available funds, to the Administrative Agent (or to the respective Issuing Bank, in the case of fees payable to it) for distribution, in the case of facility fees and participation fees, to the Lenders entitled thereto. Fees paid shall not be refundable under any circumstances.

SECTION 2.11 Interest.

(a) ABR Loans. The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate *plus* the Applicable Rate.

(b) Eurocurrency Loans. The Loans comprising each Eurocurrency Borrowing shall bear interest at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period for such Borrowing *plus* the Applicable Rate.

(c) Default Interest. Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrowers hereunder is not paid when due, whether at stated maturity, upon acceleration, by mandatory prepayment or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% *plus* the rate otherwise applicable to such Loan as provided above or (ii) in the case of any other amount, 2% *plus* the rate applicable to ABR Loans as provided in paragraph (a) of this Section.

(d) Payment of Interest. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Credit Loans, upon termination of the Revolving Credit Commitments; *provided* that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable from time to time on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Revolving Credit ABR Loan prior to the Maturity Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurocurrency Borrowing denominated in Dollars prior to the end of the Interest Period therefor, accrued interest on such Borrowing shall be payable on the effective date of such conversion.

(e) Computation. All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent, and such determination shall be presumptively correct absent manifest error. The Administrative Agent shall, at the request of the Borrowers, deliver to the Borrowers a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.11(a) and Section 2.11(b).

SECTION 2.12 Alternate Rate of Interest. If prior to the first day of any Interest Period for any Eurocurrency Loan (the Currency of such Loan herein called the "Affected Currency."):

(a) the Administrative Agent shall have determined (which determination shall be presumptively correct absent manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for the Affected Currency for such Interest Period, or

(b) the Administrative Agent shall have received notice from the Required Lenders in respect of the relevant Facility that by reason of any changes arising after the Initial Funding Date the Adjusted LIBO Rate for the Affected Currency determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as certified by such Lenders) of making or maintaining their affected Loans during such Interest Period, then the Administrative Agent shall give telecopy notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given, (i) if the Affected Currency is Dollars (x) any Eurocurrency Loans denominated in Dollars under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans denominated in Dollars under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurocurrency Loans shall be continued as ABR Loans and (z) any outstanding Eurocurrency Loans denominated in Dollars under the relevant Facility shall be converted, on the last day of the then-current Interest Period with respect thereto, to ABR Loans or (ii) if the Affected Currency is an Agreed Foreign Currency, the request for any Eurocurrency Loans under the relevant Facility to be made on the first day of such Interest Period shall be ineffective. Until such notice has been withdrawn by the Administrative Agent (which action the Administrative Agent will take promptly after the conditions giving rise to such notice no longer exist), no further Eurocurrency Loans under the relevant Facility shall be made or continued as such, nor shall the Borrowers have the right to convert Loans under the relevant Facility to Eurocurrency Loans. If the Borrowers are not permitted to continue a Eurocurrency Loan which is denominated in a Foreign Currency pursuant to this Section, such Eurocurrency Loan shall automatically be redenominated in Dollars on the last day of the applicable Interest Period in an amount equal to the Dollar Equivalent thereof.

SECTION 2.13 Illegality. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof, in each case, first made after the Effective Date, shall make it unlawful for any Lender to make or maintain Eurocurrency Loans as contemplated by this Agreement, such Lender shall promptly give notice thereof (a "Rate Determination Notice") to the Administrative Agent and the Borrowers, and (a) the commitment of such Lender hereunder to make Eurocurrency Loans, continue Eurocurrency Loans as such and convert ABR Loans to Eurocurrency Loans shall be suspended during the period of such illegality, (b) such Lender's Loans then outstanding as Eurocurrency Loans denominated in Dollars, if any, shall be converted automatically to ABR Loans denominated in Dollars on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law and (c) (i) such Lender's Loans then outstanding as Eurocurrency Loans denominated in any Agreed Foreign

Currency, if any, shall be converted automatically on the respective last days of the then current Interest Periods with respect to such Loans (an "Affected Interest Period") to Eurocurrency Loans denominated in such Agreed Foreign Currency having the next shortest Interest Period which is not affected by such adoption of or change in any Requirement of Law and (ii) if all Interest Periods are Affected Interest Periods in respect of such Eurocurrency Loans denominated in any Agreed Foreign Currency, during the 30-day period following any such Rate Determination Notice (the "Negotiation Period") the Administrative Agent and the Borrowers shall negotiate in good faith with a view to agreeing upon a substitute interest rate basis which shall reflect the cost to the applicable Lenders of funding such Loans from alternative sources (a "Substitute Basis"), and if such Substitute Basis is so agreed upon during the Negotiation Period, such Substitute Basis shall apply in lieu of the Adjusted LIBO Rate to all Interest Periods for the Eurocurrency Loans denominated in such Agreed Foreign Currency of the applicable Lenders commencing on or after the first day of an Affected Interest Period, until the circumstances giving rise to such Rate Determination Notice have ceased to apply. If a Substitute Basis is not agreed upon during the Negotiation Period, each affected Lender shall determine (and shall certify from time to time in a certificate delivered by such Lender to the Administrative Agent setting forth in reasonable detail the basis of the computation of such amount) the rate basis reflecting the cost to such Lender of funding its Eurocurrency Loan denominated in such Agreed Foreign Currency for any Interest Period commencing on or after the first day of an Affected Interest Period, until the circumstances giving rise to such Rate Determination Notice have ceased to apply, and such rate basis shall be presumptively correct, absent manifest error, and shall apply in lieu of the Adjusted LIBO Rate for the relevant Interest Periods. If a Rate Determination Notice has been given, then until such Rate Determination Notice has been withdrawn by the Administrative Agent, no Eurocurrency Loans of the applicable Lenders denominated in such Agreed Foreign Currency shall have an Interest Period having a duration equal to an Affected Interest Period. The Borrowers may elect to prepay the Eurocurrency Loans denominated in such Agreed Foreign Currency of the applicable Lenders pursuant to Section 2.09(a) at any time; *provided* that if the Borrowers elect not to prepay such Eurocurrency Loans and the Borrowers are not permitted to continue such Eurocurrency Loan pursuant to this Section, such Eurocurrency Loan shall automatically be redenominated in Dollars on the last day of the applicable Interest Period in an amount equal to the Dollar Equivalent thereof. If any such conversion of a Eurocurrency Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrowers shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.15. For the purposes of this Section, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, orders, requests, guidelines or directives thereunder or issued in connection therewith and (y) all rules, regulations, orders, requests, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to have been adopted and gone into effect from and after the Effective Date.

SECTION 2.14 Increased Costs.

(a) Increased Costs Generally. Except with respect to Taxes (which shall be governed by Section 2.16), if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority first made, in each case, subsequent to the Effective Date:

(i) shall impose, modify or hold applicable any reserve, any requirement to maintain liquid assets, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Adjusted LIBO Rate hereunder; or

(ii) shall impose on such Lender any other condition not otherwise contemplated hereunder; and the result of any of the foregoing is to increase the cost to such Lender, by an amount which such Lender reasonably deems to be material, of making, converting into, continuing or maintaining Eurocurrency Loans or issuing or participating in Letters of Credit (in each case hereunder), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrowers shall promptly pay such Lender, in Dollars, within ten Business Days after the Borrowers' receipt of a reasonably detailed invoice therefor (showing with reasonable detail the calculations thereof), any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this Section, it shall promptly notify the Borrowers (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) Capital Requirements. If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any holding company controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any Governmental Authority first made, in each case, subsequent to the Effective Date shall have the effect of reducing the rate of return on such Lender's or such holding company's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such holding company could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such holding company's policies with respect to capital adequacy) by an amount deemed by such Lender to be material, then from time to time, within ten Business Days after submission by such Lender to the Borrowers (with a copy to the Administrative Agent) of a reasonably detailed written request therefor (consistent with the detail provided by such Lender to similarly situated borrowers), the Borrowers shall pay to such Lender, in Dollars, such additional amount or amounts as will compensate such Lender or such holding company on an after-tax basis for such reduction.

(c) Certificates for Reimbursement. A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender to the Borrowers (with a copy to the Administrative Agent) shall be presumptively correct in the absence of manifest error.

(d) Delay in Requests. Notwithstanding anything to the contrary in this Section, the Borrowers shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrowers of such Lender's intention to claim compensation therefor; *provided* that if the circumstances giving rise to such claim have a retroactive effect, then such 180-day period shall be extended to include the period of such retroactive effect.

(e) Dodd-Frank and Basel III. For the purposes of this Section, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all rules, regulations, orders, requests, guidelines or directives thereunder or issued in connection therewith and (y) all rules, regulations, orders, requests, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to have been adopted and gone into effect from and after the Effective Date.

SECTION 2.15 Break Funding Payments. The Borrowers agree to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense (other than lost profits,

including the loss of Applicable Rate) that such Lender may actually sustain or incur as a consequence of (a) default by any Borrower in making a borrowing of, conversion into or continuation of Eurocurrency Loans after such Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by any Borrower in making any prepayment of or conversion from Eurocurrency Loans after such Borrower has given a notice thereof in accordance with the provisions of this Agreement (regardless of whether such notice is permitted to be revocable under Section 2.09(c) and is revoked in accordance herewith), (c) the making of a payment, prepayment, conversion or continuation of Eurocurrency Loans on a day that is not the last day of an Interest Period with respect thereto (including as a result of an Event of Default) or (d) the assignment as a result of a request by the Borrowers pursuant to Section 2.18(b) of any Eurocurrency Loan other than on the last day of the Interest Period therefor. A reasonably detailed certificate as to (showing in reasonable detail the calculation of) any amounts payable pursuant to this Section submitted to the Borrowers by any Lender shall be presumptively correct in the absence of manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

SECTION 2.16 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of each Obligor hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; *provided* that if any Obligor shall be required by applicable law to deduct any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or Issuing Bank, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) such Obligor shall make such deductions and (iii) such Obligor shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by the Obligors. Without limiting the provisions of paragraph (a) above, the Obligors shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by the Obligors. The Obligors shall jointly and severally indemnify the Administrative Agent, each Lender and each Issuing Bank, within 30 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or such Issuing Bank, as the case may be, on or with respect to any payment by or on account of any obligation of the Obligors hereunder and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate prepared in good faith as to the amount of such payment or liability delivered to the Obligors by a Lender or an Issuing Bank (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be presumptively correct absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by any Obligor to a Governmental Authority, such Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Foreign Lenders. Each Foreign Lender shall deliver to the Borrowers and the Administrative Agent (or, in the case of a Participant, to the Borrowers and to the Lender from which the related participation shall have been purchased) (i) two accurate and complete copies of IRS Form W-8ECI or W-8BEN, or, (ii) in the case of a Foreign Lender claiming exemption from United States federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of "portfolio interest", a statement substantially in the form of Exhibit E and two accurate and complete copies of IRS Form W-8BEN, or any subsequent versions or successors to such forms, in each case properly completed and duly executed by such Foreign Lender claiming complete exemption from, or a reduced rate of, United States federal withholding tax on all payments by an Obligor under this Agreement and the other Loan Documents. Such forms shall be delivered by each Foreign Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Foreign Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Foreign Lender. Each Foreign Lender shall (i) promptly notify the Borrowers and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrowers and Administrative Agent (or any other form of certification adopted by the United States taxing authorities for such purpose) and (ii) take such steps as shall not be disadvantageous to it, in its sole judgment, and as may be reasonably necessary (including the re-designation of its lending office pursuant to Section 2.18(a)) to avoid any requirement of applicable laws of any such jurisdiction that any Borrower make any deduction or withholding for taxes from amounts payable to such Lender. Notwithstanding any other provision of this paragraph, a Foreign Lender shall not be required to deliver any form pursuant to this paragraph that such Foreign Lender is not legally able to deliver. If a payment made to a Lender under any Loan Document would be subject to U.S. Federal withholding Tax imposed by FATCA if such Lender fails to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Withholding Agent such documentation as shall be reasonably requested by the Withholding Agent sufficient for the Withholding Agent to comply with its obligations under FATCA and to determine that such Lender has complied with such applicable reporting requirements.

(f) Status of U.S. Lenders. Each Lender other than a Foreign Lender (a "U.S. Lender") shall deliver to the Borrowers and the Administrative Agent two accurate and complete copies of IRS Form W-9, or any subsequent versions or successors to such form. Such forms shall be delivered by each U.S. Lender on or before the date it becomes a party to this Agreement. In addition, each U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such U.S. Lender. Each U.S. Lender shall promptly notify the Borrowers and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certifications to the Borrowers and Administrative Agent (or any other form of certification adopted by the United States taxing authorities for such purpose).

(g) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in good faith, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by any Obligor or with respect to which any Obligor has paid additional amounts pursuant to this Section, it shall promptly pay over such refund to such Obligor (but only to the extent of indemnity payments made, or additional amounts paid, by such Obligor under this Section with respect to the Indemnified Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that the applicable Obligor, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority; *provided further* that such Obligor shall not be required to repay to the Administrative Agent or the Lender an amount in excess of

the amount paid over by such party to such Obligor pursuant to this Section. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrowers or any other Person.

SECTION 2.17 Payments Generally; Pro Rata Treatment; Sharing of Setoffs.

(a) Payments by the Obligors. Each Obligor shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.14, Section 2.15 or Section 2.16, or otherwise), or under any other Loan Document (except to the extent otherwise provided therein), prior to 2:00 p.m., Local Time, on the date when due, in immediately available funds, without setoff or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Administrative Agent's Account, except as otherwise expressly provided in the relevant Loan Document and except payments to be made directly to an Issuing Bank as expressly provided herein and payments pursuant to Section 2.14, Section 2.15, Section 2.16 and Section 10.03, which shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension at the then applicable rate. All amounts owing under this Agreement (including commitment fees, payments required under Section 2.14, and payments required under Section 2.15 relating to any Loan denominated in Dollars, but not including principal of, and interest on, any Loan denominated in any Foreign Currency or payments relating to any such Loan required under Section 2.15, which are payable in such Foreign Currency) or under any other Loan Document (except to the extent otherwise provided therein) are payable in Dollars. Notwithstanding the foregoing, if the Borrowers shall fail to pay any principal of any Loan when due (whether at stated maturity, by acceleration, by mandatory prepayment or otherwise), the unpaid portion of such Loan shall, if such Loan is not denominated in Dollars, automatically be redenominated in Dollars on the due date thereof (or, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such principal shall be payable on demand; and if the Borrowers shall fail to pay any interest on any Loan that is not denominated in Dollars, such interest shall automatically be redenominated in Dollars on the due date therefor (or, if such due date is a day other than the last day of the Interest Period therefor, on the last day of such Interest Period) in an amount equal to the Dollar Equivalent thereof on the date of such redenomination and such interest shall be payable on demand.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, to pay interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, to pay principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) Pro Rata Treatment. Except to the extent otherwise provided herein (including Section 2.19): (i) each Borrowing of Revolving Credit Loans shall be made from the Revolving Credit Lenders, each payment of commitment fee under Section 2.10 in respect of the Revolving Credit Commitments shall be made for account of the Revolving Credit Lenders, and each termination or reduction of the amount of the Revolving Credit Commitments under Section 2.07 shall be applied to the Revolving Credit Commitments of the Revolving Credit Lenders, *pro rata* according to the amounts of

their respective Revolving Credit Commitments; (ii) each Borrowing of Revolving Credit Loans shall be allocated *pro rata* among the Revolving Credit Lenders according to the amounts of their respective Revolving Credit Commitments (in the case of the making of Revolving Credit Loans) or their respective Revolving Credit Loans that are to be included in such Borrowing (in the case of conversions and continuations of Revolving Credit Loans); (iii) the Borrowing of Term Loans on the Initial Funding Date shall be allocated *pro rata* among the Term Lenders according to the amounts set forth on the Commitment Schedule (in the case of the making of Term Loans) or their respective Term Loans that are to be included in such Borrowing (in the case of conversions and continuations of Term Loans); (iv) each payment or prepayment of principal of Revolving Credit Loans and Term Loans by the Borrowers shall be made for account of the relevant Lenders *pro rata* in accordance with the respective unpaid principal amounts of the Loans of such Class held by them; and (v) each payment of interest on Revolving Credit Loans and Term Loans by the Borrowers shall be made for account of the relevant Lenders *pro rata* in accordance with the amounts of interest on such Loans then due and payable to the respective Lenders.

(d) Sharing of Payments by Lenders. Subject to Section 2.19, if any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its *pro rata* share thereof as provided herein, then the Lender receiving such greater proportion shall (A) notify the Administrative Agent of such fact, and (B) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided* that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this paragraph shall not be construed to apply to (x) any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to any Obligor or any Affiliate thereof (as to which the provisions of this paragraph shall apply).

Each Obligor consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

(e) Payments by the Borrowers; Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrowers prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such Issuing Bank, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or such Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and

including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrowers.

(f) Certain Deductions by the Administrative Agent. If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(e), 2.05(b), 2.17(e) or 10.03(c) then the Administrative Agent may, in its discretion and notwithstanding any contrary provision hereof, (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender for the benefit of the Administrative Agent or the applicable Issuing Bank to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid, and/or (ii) until such time as the Administrative Agent, the Borrowers and the Issuing Banks each agree that such Lender has adequately remedied all matters that caused such Lender to fail to make such payment, hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under such Sections; in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its sole discretion.

SECTION 2.18 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.13, 2.14, 2.16(a) or 2.16(c) with respect to such Lender, it will, if requested by the Borrowers, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; *provided* that (i) such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no material economic, legal or regulatory disadvantage and (ii) nothing in this Section shall affect or postpone any of the obligations of the Borrowers or the rights of any Lender pursuant to Section 2.13, 2.14 or 2.16(a). The Borrowers hereby agree to pay all reasonable out-of-pocket costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. Subject to the requirements of Section 10.04(g), the Borrowers shall be permitted to replace (at their sole expense) with a financial institution or financial institutions any Lender that (x) requests reimbursement for amounts owing pursuant to Section 2.14, 2.15 (to the extent a request made by a Lender pursuant to the operation of Section 2.15 is materially greater than requests made by other Lenders) or 2.16 or gives a notice of illegality pursuant to Section 2.13, (y) is a Defaulting Lender, or (z) that has refused to consent to any waiver or amendment with respect to any Loan Document that requires the consent of all of the Lenders and has been consented to by the Required Lenders; *provided* that (i) such replacement does not conflict with any Requirement of Law, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.15) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts), (iii) the replacement financial institution or financial institutions, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent and each Issuing Bank to the extent that an assignment to such replacement financial institution of the rights and obligations being acquired by it would otherwise require the consent of the Administrative Agent or such Issuing Bank pursuant to Section 10.04, (iv) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 10.04, (v) the Borrowers shall pay all additional amounts (if any) required pursuant to Section 2.14 or 2.16, as the case may be, in respect of any period prior to the date on which such replacement shall be consummated, (vi) if applicable, the replacement financial institution or financial institutions shall consent to such amendment or waiver, (vii) any such replacement

shall not be deemed to be a waiver of any rights that the Borrowers, the Administrative Agent or any other Lender shall have against the replaced Lender, and (viii) in the case of any such assignment resulting from a claim for compensation under Section 2.14 or payments required to be made pursuant to Section 2.16, such assignment will result in a reduction in such compensation or payments thereafter.

SECTION 2.19. Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) commitment fees shall cease to accrue from and after the time such Lender becomes a Defaulting Lender on the unused portion of the Revolving Credit Commitment of such Defaulting Lender pursuant to Section 2.10(a);

(b) if such Defaulting Lender is an Issuing Bank, fronting fees shall cease to accrue from and after the time such Lender becomes a Defaulting Lender on the LC Exposure attributable to Letters of Credit issued by such Issuing Bank pursuant to Section 2.10(b)(i);

(c) the Revolving Credit Commitment, Revolving Credit Exposure and Term Loans, if any, of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or modification pursuant to Section 10.02), *provided* that any amendment, waiver or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders or that would (i) change the percentage of Revolving Credit Commitments or of the aggregate unpaid principal amount of the Loans or LC Exposures, or the number of Lenders, that shall be required for the Lenders or any of them to take any action hereunder, (ii) amend Section 10.02 in a manner which affects such Defaulting Lender differently than other Lenders and is adverse to such Defaulting Lender or this Section 2.19, (iii) increase or extend the Revolving Credit Commitment of such Defaulting Lender or subject such Defaulting Lender to any additional obligations (it being understood that any amendment, waiver or consent in respect of conditions precedent, covenants, Defaults or Events of Default shall not constitute an increase or extension of the Revolving Credit Commitment of any Lender or an additional obligation of any Lender), (iv) reduce the principal of the Loans made by such Defaulting Lender or any LC Disbursements payable hereunder to such Defaulting Lender or (v) postpone the scheduled date for any payment of principal of, or interest on, the Loans made by such Defaulting Lender or any LC Disbursements payable hereunder to such Defaulting Lender, shall in each case require the consent of such Defaulting Lender (which consent shall be deemed to have been given if such Defaulting Lender fails to respond to a written request for such consent within 30 days after receipt of such written request);

(d) if any LC Exposure exists at the time such Lender becomes a Defaulting Lender or at any time such Lender remains a Defaulting Lender, then:

(i) all or any part of such LC Exposure shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Adjusted Applicable Percentages but only to the extent (x) the sum of any Non-Defaulting Lender's Revolving Credit Exposure plus its Adjusted Applicable Percentage of such Defaulting Lender's LC Exposure does not exceed such Non-Defaulting Lender's Revolving Credit Commitment and (y) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's LC Exposure does not exceed the total of all Non-Defaulting Lenders' Revolving Credit Commitments (it being understood that such LC Exposure

shall not be reallocated after the Revolving Credit Commitments are terminated on the Maturity Date);

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within three Business Day following notice by the Administrative Agent cash collateralize such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.04(k) for so long as such LC Exposure is outstanding;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's LC Exposure pursuant to this Section 2.19(d), the Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.10(b) with respect to such Defaulting Lender's LC Exposure (and such fees shall cease to accrue with respect to such Defaulting Lender's LC Exposure) during the period such Defaulting Lender's LC Exposure is cash collateralized;

(iv) if the LC Exposure of the Non-Defaulting Lenders is reallocated pursuant to this Section 2.19(d), then the fees payable to the Lenders pursuant to Sections 2.10(a) and 2.10(b) shall be adjusted in accordance with such Non-Defaulting Lenders' Adjusted Applicable Percentages; and

(v) if any Defaulting Lender's LC Exposure is not reallocated pursuant to this Section 2.19(d), then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.10(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank(s) until such LC Exposure is reallocated;

(e) so long as any Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, extend or increase any Letter of Credit unless such Defaulting Lender's LC Exposure that would result from such newly issued, extended or increased Letter of Credit has been or would be, at the time of such issuance, extension or increase, fully allocated among Non-Defaulting Lenders pursuant to Section 2.19(d)(i) or fully cash collateralized by the Borrowers pursuant to Section 2.19(d)(ii);

(f) in the event that the Administrative Agent, the Borrowers and the Issuing Banks each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Defaulting Lender's Revolving Credit Commitment and on such date such Defaulting Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such Defaulting Lender to hold such Loans in accordance with its Applicable Percentage;

(g) no reallocation pursuant to paragraph (d) above, nor the operation of any other provision of this Section 2.19, will (i) constitute a waiver or release of any claim the Borrowers, the Administrative Agent, any Issuing Bank or any other Lender may have against such Defaulting Lender, or (except with respect to clause (f) above) cause such Defaulting Lender to be a Non-Defaulting Lender, or (ii) except as expressly provided in this Section 2.19, excuse or otherwise modify the performance by the Borrowers of their respective obligations under this Agreement and the other Loan Documents; and

(h) anything herein to the contrary notwithstanding, the Borrowers may terminate the unused amount of the Revolving Credit Commitment of a Defaulting Lender on a non-pro rata basis upon not less than three Business Days' prior notice to the Administrative Agent (which shall promptly notify the Lenders thereof), *provided* that such termination will not be deemed to be a waiver or release of any claim the Borrowers, the Administrative Agent, the Issuing Bank or any Lender may have against such Defaulting Lender.

SECTION 2.20 Joint and Several Liability of the Borrowers. Notwithstanding anything in this Agreement or any other Loan Document to the contrary, each Borrower hereby accepts joint and several liability hereunder and under the other Loan Documents in consideration of the financial accommodations to be provided by Administrative Agent, the Issuing Banks and Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of the other Borrower to accept joint and several liability for the Borrower Obligations (as hereinafter defined). Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrower, with respect to the payment and performance of all of the Borrower Obligations (including any Borrower Obligations arising under this Section), it being the intention of the parties hereto that all of the Borrower Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them. If and to the extent that any Borrower shall fail to make any payment with respect to any of the Borrower Obligations as and when due or to perform any of the Borrower Obligations in accordance with the terms thereof, then in each such event, the other Borrower will make such payment with respect to, or perform, such Borrower Obligations. Subject to the terms and conditions hereof, the Borrower Obligations of each Borrower under the provisions of this Section constitute the absolute and unconditional, full recourse Borrower Obligations of each Borrower, enforceable against each such Person to the full extent of its properties and assets, irrespective of the validity, binding effect or enforceability of this Agreement, the other Loan Documents or any other circumstances whatsoever. As used in this Section, "Borrower Obligations" means all liabilities and obligations of every nature of the Borrowers from time to time owed to the Administrative Agent, the Issuing Banks, the Lenders or any of them under any Loan Document, whether for principal, interest (including all interest and expenses accrued or incurred subsequent to the commencement of any bankruptcy or insolvency proceedings with respect to the Borrowers, whether or not such interest or expenses are allowed as a claim in such proceeding), fees, expenses, indemnification or otherwise and whether primary, secondary, direct, indirect, contingent, fixed or otherwise (including obligations of performance).

SECTION 2.21 Increase in Term Facility.

(a) Provided there exists no Default, upon notice to the Administrative Agent (which shall promptly notify the Term Lenders) specifying in reasonable detail the proposed terms thereof, the Borrowers may from time to time after the Initial Funding Date, request an increase in the Term Loans by an amount (for all such requests, together with all requests for an increase in the Revolving Credit Facility pursuant to Section 2.22) not exceeding $250,000,000; *provided* that (i) any such request for an increase shall be in a minimum amount of the lesser of (x) $25,000,000 and (y) the entire remaining amount of increases available under this Section, and (ii) the Borrowers shall make no more than a total of three requests for increases in the Term Facility under this Section and/or increases in the Revolving Credit Facility under Section 2.22. At the time of sending such notice, the Borrowers and the Administrative Agent shall specify the time period within which each Term Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Term Lenders).

(b) Each Term Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Term Loans and, if so, whether by an amount equal to, greater than, or less than its ratable portion (based on such Term Lender's ratable share in respect of the Term

Facility as of the date of such notice) of such requested increase. Any Term Lender approached to provide all or a portion of the increase in the Term Facility may elect or decline, in its sole discretion, to provide such increase of the loans thereunder. Any Term Lender not responding within such time period shall be deemed to have declined to increase its Term Loans.

(c) The Administrative Agent shall promptly notify the Borrowers and each Term Lender of the Term Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase, the Borrowers may also invite Eligible New Lenders to become Term Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent.

(d) If the Term Loans are increased in accordance with this Section, the Administrative Agent and the Borrowers shall determine the effective date (the "Term Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrowers and the Term Lenders of the final allocation of such increase and the Term Increase Effective Date. In connection with any increase in the Term Loans, this Agreement and the other Loan Documents may be amended in a writing (which may be executed and delivered by the Obligors and the Administrative Agent, without the consent of any Lender) to reflect any technical changes necessary to give effect to such increase in accordance with its terms as set forth herein (including the addition of such increase in Term Loans as a "Facility" hereunder and treated in a manner consistent with the other Term Facility, including, without limitation, for purposes of prepayments and voting).

(e) As a condition precedent to such increase,

(i) each Borrower shall deliver to the Administrative Agent a certificate of such Borrower dated as of the Term Increase Effective Date signed by a Responsible Officer of such Borrower, certifying and attaching the resolutions adopted by such Borrower approving or consenting to such increase, and certifying that the conditions precedent set out in the following subclauses (ii) through (vi) have been satisfied (which certificate shall include supporting calculations demonstrating compliance with the conditions set forth in clause (vi) below),

(ii) no Default shall have occurred and be continuing or would result from such increase,

(iii) the representations and warranties of the Obligors set forth in this Agreement, and of each Credit Party in each of the other Loan Documents to which it is a party, shall be true and correct in all material respects as of the Term Increase Effective Date, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date,

(iv) the maturity date with respect to such increase in the Term Facility shall not be prior to the Maturity Date,

(v) the Weighted Average Life to Maturity of such increase in the Term Facility shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Facility,

(vi) immediately after giving effect to such increase, the Obligors shall be in Pro Forma Compliance, and

(vii) to the extent reasonably requested by the Administrative Agent, the Administrative Agent shall have received legal opinions, resolutions, officers' certificates and/or reaffirmation agreements consistent with those delivered on the Effective Date under Section 5.01 with respect to the Obligors and each other Credit Party evidencing the approval of such increase by the Obligors and each other Credit Party.

SECTION 2.22 Increase in Revolving Credit Commitments.

(a) Provided there exists no Default, upon notice to the Administrative Agent (which shall promptly notify the Revolving Credit Lenders) specifying in reasonable detail the proposed terms thereof, the Borrowers may from time to time after the Initial Funding Date, request an increase in the Revolving Credit Facility (which shall be on the same terms as the Revolving Credit Facility) by an amount (for all such requests, together with all requests for an increase in the Term Facility pursuant to Section 2.21) not exceeding $250,000,000; *provided* that (i) any such request for an increase shall be in a minimum amount of the lesser of (x) $25,000,000 and (y) the entire remaining amount of increases available under this Section and (ii) the Borrowers shall make no more than a total of three requests for increases in the Revolving Credit Facility under this Section 2.22 and/or increases in the Term Facility under Section 2.21. At the time of sending such notice, the Borrowers and the Administrative Agent shall specify the time period within which each Revolving Credit Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Revolving Credit Lenders).

(b) Each Revolving Credit Lender shall notify the Administrative Agent within such time period whether or not it agrees to increase its Revolving Credit Commitment and, if so, whether by a percentage of the requested increase equal to, greater than, or less than its Applicable Percentage in respect of the Revolving Credit Facility. Any Revolving Credit Lender approached to provide all or a portion of the increase in the Revolving Credit Facility may elect or decline, in its sole discretion, to provide such increase of the loans thereunder. Any Revolving Credit Lender not responding within such time period shall be deemed to have declined to increase its Revolving Credit Commitment.

(c) The Administrative Agent shall promptly notify the Borrowers and each Revolving Credit Lender of the Revolving Credit Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase, the Borrowers may also invite Eligible New Lenders to become Revolving Credit Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent.

(d) If the Revolving Credit Facility is increased in accordance with this Section, the Administrative Agent and the Borrowers shall determine the effective date (the "Revolving Credit Increase Effective Date") and the final allocation of such increase. The Administrative Agent shall promptly notify the Borrowers and the Revolving Credit Lenders of the final allocation of such increase and the Revolving Credit Increase Effective Date. In connection with any increase in the Revolving Credit Facility, this Agreement and the other Loan Documents may be amended in a writing (which may be executed and delivered by the Obligors and the Administrative Agent, without the consent of any Lender) to reflect any technical changes necessary to give effect to such increase in accordance with its terms as set forth herein.

(e) As conditions precedent to such increase,

(i) each Borrower shall deliver to the Administrative Agent a certificate of such Borrower dated as of the Revolving Credit Increase Effective Date signed by a Responsible Officer of such Borrower, certifying and attaching the resolutions adopted by such Borrower approving or consenting to such increase, and certifying that the conditions precedent set out in the following subclauses (ii) through (iv) have been

satisfied (which certificate shall include supporting calculations demonstrating compliance with the conditions set forth in clause (iv) below),

(ii) no Default shall have occurred and be continuing or would result from such increase,

(iii) the representations and warranties of the Obligors set forth in this Agreement, and of each Credit Party in each of the other Loan Documents to which it is a party, shall be true and correct in all material respects as of the Revolving Credit Increase Effective Date, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date,

(iv) immediately after giving effect to such increase, the Obligors shall be in Pro Forma Compliance, and

(v) to the extent reasonably requested by the Administrative Agent, the Administrative Agent shall have received legal opinions, board resolutions, officers' certificates and/or reaffirmation agreements consistent with those delivered on the Effective Date under Section 5.01 with respect to the Obligors and each other Credit Party evidencing the approval of such increase by the Obligors and each other Credit Party.

(f) On the Revolving Credit Increase Effective Date, the Borrowers shall (A) prepay the outstanding Revolving Credit Loans (if any) in full; (B) simultaneously borrow new Revolving Credit Loans hereunder in an amount equal to such prepayment, *provided* that with respect to subclauses (A) and (B), (x) the prepayment to, and borrowing from, any existing Revolving Credit Lender shall be effected by book entry to the extent that any portion of the amount prepaid to such Revolving Credit Lender will be subsequently borrowed from such Revolving Credit Lender and (y) the existing Revolving Credit Lenders and any Eligible New Lenders that become Revolving Credit Lenders pursuant to this Section, if any, shall make and receive payments among themselves, in a manner acceptable to the Administrative Agent, so that, after giving effect thereto, the Revolving Credit Loans are held ratably by the Revolving Credit Lenders in accordance with the respective Revolving Credit Commitments of such Revolving Credit Lenders (after giving effect to such increase); and (C) pay to the Revolving Credit Lenders the amounts, if any, payable under Section 2.15 as a result of any such prepayment. Concurrently therewith, the Revolving Credit Lenders shall be deemed to have adjusted their participation interests in any outstanding Letters of Credit so that such interests are held ratably in accordance with their Revolving Credit Commitments as so increased.

SECTION 2.23 Additional Borrowers. An Affiliate of an Obligor may, with the prior written consent of the Administrative Agent and each Lender (*provided* that no such consent shall be required for any Affiliate of an Obligor organized under the laws of any Permitted Jurisdiction with respect to which at least 10 Business Days' (or such shorter period as the Administrative Agent shall otherwise agree) prior notice to the Administrative Agent and the Lenders has been given) and subject to the immediately following sentence, become a party to this Agreement as a Borrower and be deemed a Borrower for all purposes of this Agreement and the other Loan Documents (such Affiliate of an Obligor, an "Additional Borrower") by delivery to the Administrative Agent of a New Borrower Joinder Agreement executed by such Additional Borrower and the satisfaction of the conditions set forth in Section 5.04(a). No Additional Borrower shall be admitted as a party to this Agreement as a Borrower unless at the time of such admission and after giving effect thereto (a) the representations and warranties set forth in Article IV shall be true and correct with respect to such Additional Borrower, (b) such Additional Borrower shall be in compliance in all material respects with all of the terms and provisions

set forth herein on its part to be observed or performed at the time of the admission and after giving effect thereto, and (c) no Default or Event of Default shall have occurred and be continuing.

SECTION 2.24 Additional Guarantors.

(a) Parent Guarantors. The Obligors may at any time and from time to time, including for purposes of complying with Section 7.05, designate any Additional Parent Guarantor as a Parent Guarantor hereunder, by delivery to the Administrative Agent of a Parent Guarantor Joinder Agreement executed by such Additional Parent Guarantor and the satisfaction of the conditions with respect to such Additional Guarantor set forth in Section 5.04(b) (or waiver thereof in accordance with Section 10.02).

(b) Subsidiary Guarantors. The Obligors may at any time and from time to time, including for purposes of complying with Section 7.01, designate any of their Subsidiaries as a Subsidiary Guarantor hereunder (such Subsidiary, an "Additional Subsidiary Guarantor"), by delivery to the Administrative Agent of the Subsidiary Guarantor Agreement (or, if the Subsidiary Guarantee Agreement shall have been theretofore executed and delivered, a Subsidiary Guarantee Joinder Agreement) executed by such Additional Subsidiary Guarantor and the satisfaction of the conditions with respect to such Additional Subsidiary Guarantor set forth in Section 5.04(b) (or waiver thereof in accordance with Section 10.02).

ARTICLE III
GUARANTEE

SECTION 3.01 The Guarantee. The Parent Guarantors hereby jointly and severally guarantee to each Holder and their successors and permitted assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise, including amounts that would become due but for the operation of the automatic stay under applicable Debtor Relief Laws) of the Obligations. The Parent Guarantors hereby further jointly and severally agree that if the Credit Parties shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise, including amounts that would become due but for the operation of the automatic stay under applicable Debtor Relief Laws) any of the Obligations, the Parent Guarantors will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

SECTION 3.02 Obligations Unconditional.

(a) Guarantee Absolute. The obligations of the Parent Guarantors under this Article are primary, absolute and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Credit Parties under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section that the obligations of the Parent Guarantors hereunder shall be absolute and unconditional, joint and several, under any and all circumstances and shall apply to any and all Obligations now existing or in the future arising. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the enforceability of this Agreement in accordance with its terms or affect, limit, reduce, discharge, terminate, alter or impair the liability of the Parent Guarantors hereunder, which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to the Parent Guarantors, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein shall be done or omitted;

(iii) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(iv) any application by any of the Holders of the proceeds of any other guaranty of or insurance for any of the Obligations to the payment of any of the Obligations;

(v) any settlement, compromise, release, liquidation or enforcement by any of the Holders of any of the Obligations;

(vi) the giving by any of the Holders of any consent to the merger or consolidation of, the sale of substantial assets by, or other restructuring or termination of the corporate existence of, any Borrower or any other Person, or to any disposition of any Equity Interests by any Borrower or any other Person;

(vii) the exercise by any Holder of any of their rights, remedies, powers and privileges under the Loan Documents;

(viii) the entering into any other transaction or business dealings with the Borrowers or any other Person; or

(ix) any combination of the foregoing.

(b) Waiver of Defenses. The enforceability of this Agreement and the liability of the Parent Guarantors and the rights, remedies, powers and privileges of the Holders under this Agreement shall not be affected, limited, reduced, discharged or terminated, and each Parent Guarantor hereby expressly waives to the fullest extent permitted by law any defense now or in the future arising, by reason of:

(i) the illegality, invalidity or unenforceability of any of the Obligations, any Loan Document or any other agreement or instrument whatsoever relating to any of the Obligations;

(ii) any disability or other defense with respect to any of the Obligations, including the effect of any statute of limitations, that may bar the enforcement thereof or the obligations of such Parent Guarantor relating thereto;

(iii) the illegality, invalidity or unenforceability of any other guaranty of or insurance for any of the Obligations;

(iv) the cessation, for any cause whatsoever, of the liability of the Borrowers or any Parent Guarantor with respect to any of the Obligations;

(v) any failure of any of the Holders to marshal assets, to pursue or exhaust any right, remedy, power or privilege it may have against the Borrowers or any other Person, or to take any action whatsoever to mitigate or reduce the liability of any Parent Guarantor under this Agreement, the Holders being under no obligation to take any such action notwithstanding the fact that any of the Obligations may be due and payable and that the Borrower may be in default of its obligations under any Loan Document;

(vi) any counterclaim, set-off or other claim which the Borrowers or any Parent Guarantor has or claims with respect to any of the Obligations;

(vii) any failure of any of the Holders to file or enforce a claim in any bankruptcy, insolvency, reorganization or other proceeding with respect to any Person;

(viii) any bankruptcy, insolvency, reorganization, winding-up or adjustment of debts, or appointment of a custodian, liquidator or the like of it, or similar proceedings commenced by or against the Borrowers or any other Person, including any discharge of, or bar, stay or injunction against collecting, any of the Obligations (or any interest on any of the Obligations) in or as a result of any such proceeding;

(ix) any action taken by any of the Holders that is authorized by this Section or otherwise in this Agreement or by any other provision of any Loan Document, or any omission to take any such action; or

(x) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

(c) Waiver of Counterclaim. The Parent Guarantors expressly waive, to the fullest extent permitted by law, for the benefit of each of the Holders, any right of set-off and counterclaim with respect to payment of its obligations hereunder, and all diligence, presentment, demand of payment or performance, protest, notice of nonpayment or nonperformance, notice of protest, notice of dishonor and all other notices or demands whatsoever, and any requirement that any Holder exhaust any right, power, privilege or remedy or proceed against the Credit Parties under this Agreement, the other Loan Documents or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Obligations, and all notices of acceptance of this Agreement or of the existence, creation, incurrence or assumption of new or additional Obligations. Each Parent Guarantor further expressly waives the benefit of any and all statutes of limitation, to the fullest extent permitted by applicable law.

(d) Other Waivers. Each Parent Guarantor expressly waives, to the fullest extent permitted by law, for the benefit of each of the Holders, any right to which it may be entitled:

(i) that the assets of the Borrowers first be used, depleted and/or applied in satisfaction of the Obligations prior to any amounts being claimed from or paid by such Parent Guarantor;

(ii) to require that the Borrowers be sued and all claims against the Borrowers be completed prior to an action or proceeding being initiated against such Parent Guarantor; and

(iii) to have its obligations hereunder be divided among the Parent Guarantors, such that each Parent Guarantor's obligation would be less than the full amount claimed.

SECTION 3.03 Reinstatement. The obligations of the Parent Guarantors under this Article shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Credit Party in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Parent Guarantors jointly and severally agree that they will indemnify each Holder on demand for all reasonable costs and expenses (including fees of counsel) incurred by such Holder in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

SECTION 3.04 Subrogation. The Parent Guarantors hereby jointly and severally agree that until the payment and satisfaction in full of all Obligations (other than any contingent or indemnification obligations) and the expiration and termination of the Revolving Credit Commitments and all LC Exposure of the Lenders under this Agreement they shall not exercise any right or remedy arising by reason of any performance by them of their guarantee in Section 3.01, whether by subrogation or otherwise, against any Credit Party or any other guarantor of any of the Obligations or any security for any of the Obligations. All rights and claims arising under this Section or based upon or relating to any other right of reimbursement, indemnification, contribution or subrogation that may at any time arise or exist in favor of any Parent Guarantor as to any payment on account of the Obligations made by it or received or collected from its property shall be fully subordinated in all respects to the prior payment in full of the Obligations. If any such payment or distribution is made or becomes available to any Parent Guarantor in any bankruptcy case or receivership, insolvency or liquidation proceeding, such payment or distribution shall be delivered by the Person making such payment or distribution directly to the Administrative Agent, for application to the payment of the Obligations. If any such payment or distribution is received by any Parent Guarantor, it shall be held by such Parent Guarantor in trust, as trustee of an express trust for the benefit of the Holders, and shall forthwith be transferred and delivered by such Parent Guarantor to the Administrative Agent, in the exact form received and, if necessary, duly endorsed.

SECTION 3.05 Remedies. The Parent Guarantors jointly and severally agree that, as between the Parent Guarantors and the Lenders, the obligations of the Borrowers under this Agreement may be declared to be forthwith due and payable as provided in Article VIII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VIII) for purposes of Section 3.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrowers and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrowers) shall forthwith become due and payable by the Parent Guarantors for purposes of Section 3.01.

SECTION 3.06 Continuing Guarantee. The guarantee in this Article is a continuing guarantee and is a guarantee of payment and not merely of collection, and shall apply to all Obligations whenever arising.

SECTION 3.07 Rights of Contribution. The Parent Guarantors hereby agree, as between themselves, that if any Parent Guarantor shall become an Excess Funding Guarantor (as defined below) by reason of the payment by such Parent Guarantor of any Obligations, each other Parent Guarantor shall, on demand of such Excess Funding Guarantor (but subject to the next sentence), pay to such Excess Funding Guarantor an amount equal to such Parent Guarantor's Pro Rata Share (as defined below and

determined, for this purpose, without reference to the properties, debts and liabilities of such Excess Funding Guarantor) of the Excess Payment (as defined below) in respect of such Obligations. The payment obligation of a Parent Guarantor to any Excess Funding Guarantor under this Section shall be subordinate and subject in right of payment to the prior payment in full of the obligations of such Parent Guarantor under the other provisions of this Section and such Excess Funding Guarantor shall not exercise any right or remedy with respect to such excess until payment and satisfaction in full of all of such obligations. For purposes of this Section, (i) "Excess Funding Guarantor" means, in respect of any Obligations, a Parent Guarantor that has paid an amount in excess of its Pro Rata Share of such Obligations, (ii) "Excess Payment" means, in respect of any Obligations, the amount paid by an Excess Funding Guarantor in excess of its Pro Rata Share of such Obligations and (iii) "Pro Rata Share" means, for either Parent Guarantor, the ratio (expressed as a percentage) of (x) the amount by which the aggregate fair saleable value of all properties of such Parent Guarantor (excluding any shares of stock or other equity interest of any other Parent Guarantor) exceeds the amount of all the debts and liabilities of such Parent Guarantor (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of such Parent Guarantor hereunder and any obligations of any other Parent Guarantor that have been Guaranteed by such Parent Guarantor) *to* (y) the amount by which the aggregate fair saleable value of all properties of both Parent Guarantors exceeds the amount of all the debts and liabilities (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of the Parent Guarantors hereunder and under the other Loan Documents) of all of the Parent Guarantors, determined, with respect to each Parent Guarantor, as of the date that the Guarantee under this Section shall become effective with respect to such Parent Guarantor.

SECTION 3.08 General Limitation on Obligations. In any action or proceeding involving any state corporate law, or any state or Federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Parent Guarantors under this Article would otherwise, taking into account the provisions of Section 3.07, be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under this Article, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Parent Guarantor, any Holder or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding. Each Parent Guarantor agrees that the Obligations may at any time and from time to time be incurred or permitted in an amount exceeding the maximum liability of such Parent Guarantor under this Section without impairing the guarantee contained in this Article or affecting the rights and remedies of any Holder hereunder.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Each Obligor represents and warrants to the Administrative Agent, the Issuing Banks and the Lenders that:

SECTION 4.01 Organization; Powers. Each of the Credit Parties and the Material Subsidiaries is duly organized, validly existing and in good standing (or, only where applicable, the equivalent status in any foreign jurisdiction) under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing (or, only where applicable, the equivalent status in any foreign jurisdiction) in, every jurisdiction where such qualification is required.

SECTION 4.02 Authorization; Enforceability. The Transactions are within the corporate and other organizational powers of each of the Credit Parties and have been duly authorized by all

necessary corporate and other organizational action of each of the Credit Parties and, if required, by all necessary shareholder action of each of the Credit Parties. Each Loan Document has been duly executed and delivered by each Credit Party party thereto and constitutes a legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

SECTION 4.03 Governmental Approvals; No Conflicts. The Transactions:

(a) except as would not reasonably be expected to result in a Material Adverse Effect, do not require any consent or approval (including any exchange control approval) of, registration or filing with, or any other action by, any Governmental Authority, except for such as have been obtained or made and are in full force and effect,

(b) will not violate the charter, by-laws or other organizational documents of any Credit Party and, except as would not reasonably be expected to result in a Material Adverse Effect, will not violate the charter, by-laws or other organizational documents of any Subsidiary of the Obligors,

(c) except as would not reasonably be expected to result in a Material Adverse Effect, will not (i) violate any Contractual Obligation of any Obligor or any of its Subsidiaries and (ii) violate any Requirement of Law with respect to any Obligor or any of its Subsidiaries, and

(d) except as would not reasonably be expected to result in a Material Adverse Effect, will not result in the creation or imposition of any Lien on any asset of any Obligor or any of its Subsidiaries.

SECTION 4.04 Financial Condition; No Material Adverse Change.

(a) Financial Condition. The Obligors have heretofore furnished to the Lenders the combined and consolidated balance sheet and statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of and for the fiscal year ended December 31, 2010, reported on by Ernst & Young LLP, independent public accountants, and (ii) as of and for the fiscal quarter and the portion of the fiscal year ended June 30, 2011. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Obligors and their Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) of the first sentence of this paragraph.

(b) No Material Adverse Change. Since December 31, 2010, there has been no material adverse change, or any event or occurrence which will have a material adverse change, in the business, financial condition, operations or properties of the Obligors and their Consolidated Subsidiaries, taken as a whole.

SECTION 4.05 Properties. Each of the Obligors and its Subsidiaries has good title to, or valid leasehold interests in, all its property, subject only to Liens permitted by Section 7.02 (and, prior to the Initial Funding Date, Liens created pursuant to the Security Documents (as defined in the Existing Credit Agreement)) and except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.06 Litigation and Environmental Matters.

(a) Actions, Suits and Proceedings. Except as disclosed, prior to the date hereof and in connection with the Effective Date, in writing by the Obligors to the Administrative Agent (for delivery to each Lender), there are no actions, suits, proceedings or investigations by or before any arbitrator or Governmental Authority now pending against or, to the knowledge of any Obligor, likely to be commenced within a reasonable period of time against any Obligor or any of its Subsidiaries (i) that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect or (ii) that restrain, prevent or impose or can reasonably be expected to impose materially adverse conditions upon the Transactions.

(b) Environmental Matters. Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, none of the Obligors nor any of their Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (ii) has become subject to any Environmental Liability.

SECTION 4.07 Compliance with Laws; No Default. Each of the Obligors and its Subsidiaries is in compliance with all Requirements of Law with respect to it, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

SECTION 4.08 Investment Company Status. Each of the Obligors and its Subsidiaries (other than any Subsidiary that is not a Credit Party and that is organized for purposes of making co-investments) is not an "investment company" registered or required to be registered under the Investment Company Act of 1940.

SECTION 4.09 Taxes. Each of the Obligors and its Subsidiaries has timely filed or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all Taxes shown to be due and payable on such returns, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Person has set aside on its books any reserves required in conformity with GAAP or (b) to the extent that the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

SECTION 4.10 ERISA. No ERISA Event has occurred within the past five years or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability to any Obligor or its Subsidiaries is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, the present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of The Financial Accounting Board Accounting Standards Notification Topic 715) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan.

SECTION 4.11 Disclosure. As of the Effective Date, the Initial Funding Date, each Specified IPO Dividend Borrowing Date and each Specified IPO Investment Repurchase Date, none of the written information (excluding the projections and pro forma information referred to below)

furnished by or on behalf of the Obligors to the Lenders in connection with the negotiation of this Agreement and the other Loan Documents or delivered hereunder or thereunder (as modified or supplemented by other information so furnished), taken as a whole, contains any untrue statement of material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; *provided* that, with respect to projected and pro forma financial information, the Obligors represent only that such information was based upon good faith estimates and assumptions believed to be reasonable at the time made, it being recognized by the Lenders that such information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such information may differ from the projected results set forth therein by a material amount.

SECTION 4.12 Use of Credit. Neither any Obligor nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying Margin Stock, and no part of the proceeds of any extension of credit hereunder will be used to buy or carry any Margin Stock.

SECTION 4.13 Legal Form. Each of the Loan Documents is in a legal form which under the law of the Cayman Islands would be enforceable against each Credit Party incorporated under the laws of the Cayman Islands in accordance with its terms. All formalities required in the Cayman Islands for the validity and enforceability of each of the Loan Documents (including any necessary registration, recording or filing with any court or other authority in Cayman Islands) have been accomplished (save for any stamp duty that may be payable if the Loan Documents are brought into or executed in the Cayman Islands), and no Indemnified Taxes or Other Taxes are required to be paid to Cayman Islands (save for any stamp duty that may be payable if the Loan Documents are brought into or executed in the Cayman Islands), or any political subdivision thereof or therein, and no notarization is required, for the validity and enforceability thereof.

SECTION 4.14 Ranking. This Agreement and the other Loan Documents and the obligations evidenced hereby and thereby are and will at all times be direct and unconditional general obligations of the Credit Parties, and rank and will at all times rank in right of payment and otherwise at least *pari passu* with all other unsecured Indebtedness of the Credit Parties, whether now existing or hereafter outstanding.

SECTION 4.15 Commercial Activity; Absence of Immunity. Each Credit Party is subject to civil and commercial law with respect to its obligations under this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance by each Credit Party of this Agreement and each of the other Loan Documents to which it is a party constitute private and commercial acts rather than public or governmental acts. None of the Credit Parties, nor any of their properties or revenues, is entitled to any right of immunity in any jurisdiction from suit, court jurisdiction, judgment, attachment (whether before or after judgment), setoff or execution of a judgment or from any other legal process or remedy relating to the obligations of such Credit Party under this Agreement or any of the other Loan Documents to which it is a party.

SECTION 4.16 Solvency. As of the Effective Date, the Initial Funding Date, each Specified IPO Dividend Borrowing Date and each Specified IPO Investment Repurchase Date, each Credit Party is and, as of the Initial Funding Date, each Specified IPO Dividend Borrowing Date and each Specified IPO Investment Repurchase Date, immediately after giving effect to each Borrowing on such date and the use of proceeds thereof, each Credit Party will be, Solvent.

SECTION 4.17 No Burdensome Restrictions. The Transactions will not subject any Credit Party to one or more charter or corporate restrictions that would reasonably be expected to have, in the aggregate, a Material Adverse Effect. To the best knowledge of the Obligors, there are no

Requirements of Law with respect to any Obligor or any of its Subsidiaries the compliance with which by such Obligor or such Subsidiary, as the case may be, would reasonably be expected to have, in the aggregate, a Material Adverse Effect.

ARTICLE V
CONDITIONS

SECTION 5.01 Conditions to Effectiveness. This Agreement shall not become effective until the date on which the Administrative Agent shall have received each of the following documents, each of which shall be reasonably satisfactory to the Administrative Agent in form and substance (or such condition shall have been waived in accordance with Section 10.02):

(a) Executed Counterparts. From each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page to this Agreement) that such party has signed a counterpart of this Agreement.

(b) Opinion of Counsel to the Credit Parties. A favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of (i) Latham & Watkins LLP, special New York counsel for the Credit Parties and (ii) Walkers, special Cayman Islands counsel for each Credit Party organized under the laws of the Cayman Islands.

(c) Closing Certificates. A certificate of each Obligor dated the Effective Date, substantially in the form of Exhibit C, with appropriate insertions and attachments.

(d) Financial Statements. The Administrative Agent shall have received (i) the combined and consolidated balance sheet and statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of and for the fiscal year ended December 31, 2010, reported on by Ernst & Young LLP, independent public accountants, and (ii) the combined and consolidated balance sheet and statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of and for the first three fiscal quarters of 2011.

(e) Solvency Certificate. The Administrative Agent shall have received a solvency certificate signed by a Responsible Officer of each Obligor, substantially in the form of Exhibit D hereto.

(f) Necessary Consents and Approvals. Evidence that all consents, licenses, permits and governmental and third-party consents and approvals required for the due execution, delivery and performance by the Credit Parties of this Agreement and the other Loan Documents and the transactions contemplated hereby have been obtained and remain in full force and effect, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

(g) Representations and Warranties. The representations and warranties of the Obligors set forth in this Agreement, and of each Credit Party in each of the other Loan Documents to which it is a party, shall be true and correct in all material respects as of the Effective Date, except for representations and warranties expressly stated to relate to

a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

(h) No Default. No Default shall have occurred and be continuing.

The effectiveness of this Agreement is also subject to (i) the payment by the Obligors of all fees and expenses (including fees and expenses of one counsel per jurisdiction to the Lead Arrangers) for which reasonably detailed invoices (which may include estimates) have been provided to the Obligors not later than three Business Days prior to the Effective Date and required to be paid to the Administrative Agent and the Lenders on the Effective Date and (ii) the absence of a material adverse change, or any event or occurrence which could reasonably be expected to result in a material adverse change, in the business, financial condition, operations or properties of the Obligors and their consolidated Subsidiaries, taken as a whole, since December 31, 2010. The Administrative Agent shall promptly notify the Lenders and the Obligors of the occurrence of the Effective Date.

SECTION 5.02 Conditions to Initial Funding. So long as the conditions set forth in Section 5.01 were satisfied (or waived in accordance with Section 10.02) on or prior to the Effective Date, the obligation of each Lender to make any Loan, and of each Issuing Bank to issue any Letter of Credit hereunder, is subject to the satisfaction of the following additional conditions:

(a) Rating/IPO Condition. The Administrative Agent shall have received satisfactory evidence that either (i) the Rating Condition Trigger Date shall have occurred or (ii) the IPO Condition Trigger Date shall have occurred.

(b) Existing Credit Agreement. The Administrative Agent shall have received satisfactory evidence that the outstanding principal amount of and interest on the Existing Loans under, and all other amounts owing under or in respect of, the Existing Credit Agreement to any "Lender" thereunder (including any amounts owing pursuant to Section 2.15 of the Existing Credit Agreement as a result of such payment), shall have been (or shall simultaneously be) paid in full, all letters of credit issued under the Existing Credit Agreement shall have been (or shall be substantially simultaneously with the closing) returned, cancelled or deemed issued hereunder pursuant to Section 2.04(a), all commitments to extend credit thereunder shall have been terminated and all Guarantees in respect of, and all Liens securing, the Existing Obligations shall have been released (or arrangement for such release satisfactory to the Administrative Agent shall have been made), in each case in a manner satisfactory to the Administrative Agent. To effect the foregoing payment, the Borrowers shall be deemed to have borrowed Loans from the Lenders and the Lenders shall be deemed to have made Loans to the Borrowers, so that after giving effect to such deemed Loans, (i) the Revolving Credit Loans shall be held by the Revolving Credit Lenders in the amounts set forth in the Commitment Schedule and (ii) the Term Loans shall be held by the Term Lenders in the amounts set forth in the Commitment Schedule, in each case in accordance with Section 2.01(a) and Section 2.01(b). Upon the effectiveness of the foregoing deemed payments and the receipt in immediately available funds by the Administrative Agent (in its capacity as the Administrative Agent under the Existing Credit Agreement, in such capacity, the "Existing Administrative Agent") of all other amounts owing under or in respect of the Existing Credit Agreement as specified in the pay-off letter among the Existing Administrative Agent and the Obligors to be entered into on or about the Initial Funding Date (the "Pay-Off Letter"), all Guarantees in respect of, and all Liens securing, the Existing Obligations shall be concurrently released pursuant to the terms of the Pay-Off

Letter. Each Lender party hereto (in its capacity as a Lender under the Existing Credit Agreement), the Administrative Agent (in its capacity as the Administrative Agent under the Existing Credit Agreement) and each Obligor (in its capacity as an Obligor under the Existing Credit Agreement) hereby agree that all "Commitments" as defined in the Existing Credit Agreement shall be terminated upon the satisfaction of all other conditions to closing set forth in this Section 5.02 without the need of the giving of any notice thereof and that any requirement for a notice of prepayment pursuant to subsection 2.09 of the Existing Credit Agreement is hereby waived.

(c) Representations and Warranties. The representations and warranties of the Obligors set forth in this Agreement, and of each Credit Party in each of the other Loan Documents to which it is a party, shall be true and correct in all material respects as of the Initial Funding Date, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

(d) No Default. No Default shall have occurred and be continuing.

SECTION 5.03 Conditions to each Credit Event. The obligation of each Lender to make any Loan, and of each Issuing Bank to issue, amend, renew or extend any Letter of Credit, is additionally subject to the satisfaction of the following conditions:

(a) delivery to the Administrative Agent of a Borrowing Request in accordance with Section 2.03;

(b) the representations and warranties of the Obligors set forth in this Agreement (other than Section 4.04(b) and Section 4.06(a)), and of each Credit Party in each of the other Loan Documents to which it is a party, shall be true and correct in all material respects on and as of the date of such Loan or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date; and

(c) at the time of and immediately after giving effect to such Loan or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default shall have occurred and be continuing.

Each Borrowing and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Obligors on the date thereof as to the matters specified in clauses (b) and (c) of the preceding sentence.

SECTION 5.04 Additional Credit Parties.

(a) Joinder of Additional Borrower. The effectiveness of the designation of any Additional Borrower as a Borrower hereunder in accordance with Section 2.23 is subject to the satisfaction of the following conditions:

(i) the Administrative Agent shall have received an Additional Borrower Joinder Agreement duly executed by such Additional Borrower;

(ii) the Administrative Agent shall have received such documents (including such legal opinions) as the Administrative Agent shall reasonably request relating to the formation, existence and good standing of such Additional Borrower, the authorization and legality of the Transactions insofar as they relate to such Additional Borrower and any other legal matters relating to such Additional Borrower, the Additional Borrower Joinder Agreement or such Transactions, all in form and substance reasonably satisfactory to the Administrative Agent;

(iii) the Administrative Agent and the Lenders shall have received, at least five Business Days (or such other period as the Administrative Agent may reasonably agree) prior to the effectiveness of the designation of such Additional Borrower as a Borrower, all documentation and other information relating to such Additional Borrower reasonably requested by them for purposes of ensuring compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, which documentation and other information shall be reasonably satisfactory to the Administrative Agent and the Lenders;

(iv) the Administrative Agent shall have received such information demonstrating how such Additional Borrower fits into the organizational structure of the Carlyle Group and its Subsidiaries as it shall reasonably request;

(v) in the case of any Additional Borrower that is not organized under the laws of a Permitted Jurisdiction, the Administrative Agent shall have received satisfactory evidence that each Lender shall have consented to such Additional Borrower becoming a Borrower under this Agreement; and

(vi) the Administrative Agent and the Lenders shall be reasonably satisfied that (A) the designation of any Additional Borrower as a Borrower hereunder, and the performance of its obligations hereunder, would not result in the occurrence of any event giving rise to the operation of Section 2.13 or Section 2.14 with respect to any Lender, (B) any payments by or on account of such Additional Borrower hereunder or under any Loan Document will not be subject to deduction or withholding for any Taxes (whether or not indemnified under this Agreement) and (C) such designation will not subject any Lender to any Taxes (whether or not indemnified under this Agreement) to which they otherwise would not have been subject.

(b) Joinder of Additional Guarantor. The effectiveness of the designation of any Additional Guarantor as a Parent Guarantor or as a Subsidiary Guarantor hereunder in accordance with Section 2.24 is subject to the satisfaction of the following conditions:

(i) (A) in the case of any Additional Parent Guarantor, the Administrative Agent shall have received a Guarantor Joinder Agreement duly executed by all parties thereto and (B) in the case of any Additional Subsidiary Guarantor, the Administrative Agent shall have received the Subsidiary Guarantee Agreement (or, if the Subsidiary Guarantee Agreement shall have been therefore executed and delivered, a Subsidiary Guarantee Joinder Agreement) duly executed by all parties thereto;

(ii) the Administrative Agent shall have received such documents (including such legal opinions) as the Administrative Agent shall reasonably request

relating to the formation, existence and good standing of such Additional Guarantor, the authorization and legality of the Transactions insofar as they relate to such Additional Guarantor and any other legal matters relating to such Additional Guarantor, the Parent Guarantor Joinder Agreement, the Subsidiary Guarantee Agreement or the Subsidiary Guarantee Joinder Agreement or such Transactions, all in form and substance reasonably satisfactory to the Administrative Agent;

(iii) the Administrative Agent and the Lenders shall have received, at least five Business Days prior to the effectiveness of the designation of such Additional Guarantor as a Parent Guarantor or a Subsidiary Guarantor, as the case may be, all documentation and other information relating to such Additional Guarantor reasonably requested by them for purposes of ensuring compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, which documentation and other information shall be reasonably satisfactory to the Administrative Agent and the Lenders; and

(iv) the Administrative Agent and the Lenders shall be reasonably satisfied that (A) the designation of any Additional Guarantor as a Parent Guarantor or as a Subsidiary Guarantor hereunder, and the performance of its obligations hereunder, would not result in the occurrence of any event giving rise to the operation of Section 2.13 or 2.14 with respect to any Lender, (B) any payments by or on account of such Additional Guarantor hereunder or under any Loan Document will not be subject to deduction or withholding for any Taxes (whether or not indemnified under this Agreement) and (C) such designation will not subject any Lender to any Taxes (whether or not indemnified under this Agreement) to which they otherwise would not have been subject.

(c) Notice of Joinder. The Administrative Agent shall notify the Obligors and the Lenders of the effectiveness of the designation of any Additional Borrower as a Borrower hereunder, any Additional Parent Guarantor as a Parent Guarantor hereunder and any Additional Subsidiary Guarantor as a new Subsidiary Guarantor hereunder, and such notice shall be conclusive and binding.

ARTICLE VI
AFFIRMATIVE COVENANTS

Until the Revolving Credit Commitments have expired or been terminated and the principal of and interest on each Loan and all fees or other amounts payable hereunder shall have been paid in full (other than contingent or indemnification obligations not then due), and all Letters of Credit (that have not been cash collateralized in accordance with Section 2.04(k)) shall have expired or terminated and all LC Disbursements shall have been reimbursed, each Obligor covenants and agrees with the Administrative Agent, the Issuing Banks and the Lenders that from and after the Initial Funding Date:

SECTION 6.01 Financial Statements and Other Information. The Obligors will furnish to the Administrative Agent (for delivery to each Lender):

(a) (i) at any time prior to the Qualified IPO Date, within 120 days after the end of each fiscal year of the Obligors, the audited combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated

Subsidiaries as of the end of and for such fiscal year, setting forth in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Obligors and their Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(ii) at any time on and after the Qualified IPO Date, within 120 days after the end of each fiscal year of Carlyle Group, (A) the audited combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of Carlyle Group and its Consolidated Subsidiaries as of the end of and for such fiscal year, setting forth in comparative form the figures for the previous fiscal year, all reported on by Ernst & Young LLP or other independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of Carlyle Group and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied (it being agreed that the information required by this clause (A) may be furnished in the form of a Form 10-K to the extent such Form 10-K satisfies the requirements of this clause (A)), (B) the unaudited condensed consolidated and combined statement of financial condition and condensed consolidated and combined statements of income and cash flows as of the end of and for such fiscal year of the combined Obligors and their Consolidated Subsidiaries, substantially in the form delivered pursuant to paragraph (a)(i) of this Section 6.01, setting forth in comparative form the figures for the previous fiscal year, all certified by a Responsible Officer on behalf of the Obligors as fairly presenting, in all material respects, the financial position and results of operations of the combined Obligors and their Consolidated Subsidiaries on a condensed consolidated and combined basis in accordance with GAAP consistently applied, and (C) a reconciliation prepared by a Responsible Officer on behalf of the Obligors of the audited financial statements referred to in clause (A) of this paragraph (a)(ii) to the unaudited financial statements referred to in clause (B) of this paragraph (a)(ii);

(b) (i) at any time prior to the Qualified IPO Date, within 60 days after the end of each of the first three fiscal quarters of each fiscal year of the Obligors, the combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of the Obligors and their Consolidated Subsidiaries as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous fiscal year (or, in the case of the balance sheet, for the most recently ended fiscal year), all certified by a Responsible Officer of the Obligors as

presenting fairly in all material respects the financial condition and results of operations of the Obligors and their Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes;

(ii) at any time on and after the Qualified IPO Date, within 60 days after the end of each of the first three fiscal quarters of each fiscal year of Carlyle Group, (A) the combined and consolidated balance sheet and related statements of operations, changes in members' equity and partners' capital and cash flows of Carlyle Group and its Consolidated Subsidiaries as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous fiscal year (or, in the case of the balance sheet, for the most recently ended fiscal year), all certified by a Responsible Officer of the Obligors as presenting fairly in all material respects the financial condition and results of operations of Carlyle Group and its Consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being agreed that the information required by this clause (A) may be furnished in the form of a Form 10-Q to the extent such Form 10-Q satisfies the requirements of this clause (A)), (B) the unaudited condensed consolidated and combined statement of financial condition and condensed consolidated and combined statements of income and cash flows of the combined Obligors and their Consolidated Subsidiaries as of the end of and for such fiscal quarter and the then-elapsed portion of the fiscal year, substantially in the form delivered pursuant to paragraph (b)(i) of this Section 6.01, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous fiscal year (or, in the case of the balance sheet, for the most recently ended fiscal year), all certified by a Responsible Officer on behalf of the Obligors as presenting fairly, in all material respects, the financial position and results of operations of the combined Obligors and their Consolidated Subsidiaries on a condensed consolidated and combined basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and absence of footnotes, and (C) a reconciliation prepared by a Responsible Officer on behalf of the Obligors of the unaudited financial statements referred to in clause (A) of this paragraph (b)(ii) to the unaudited financial statements referred to in clause (B) of this paragraph (b)(ii);

(c) concurrently with any delivery of financial statements under clause (a) or (b) of this Section, a certificate of a Responsible Officer on behalf of the Obligors (i) certifying (to the knowledge of such Responsible Officer) as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 7.08 and Section 7.10 and (iii) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 4.04 and has resulted in a change to such financial statements and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) concurrently with any delivery of financial statements under clause (b) of this Section that are substantially different in form from the financial statements previously delivered pursuant to clause (b) of this Section, a certificate of a Responsible Officer on behalf of the Obligors containing a reasonably detailed reconciliation, prepared by management of the Obligors, of such delivered financial statements with the

applicable previously delivered financial statements; *provided* that, no such reconciliation shall be required to the extent any difference in the form of the financial statements (x) does not result in any changes to net income for such period than would otherwise be calculated therefor or (y) results primarily from newly adapted accounting standards under GAAP;

(e) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by Carlyle Group, the IPO Issuer, such Obligor or any of its Subsidiaries with the SEC, or any Governmental Authority succeeding to any or all of the functions of the SEC, or with any national securities exchange, or distributed by such Obligor to its public shareholders generally as the case may be; *provided* that the documents required to be delivered pursuant to this clause (e) shall be deemed to have been furnished by the Obligors to the Administrative Agent (and by the Administrative Agent to the Lenders) on the date on which such materials are publicly available as posted on the SEC's Electronic Data Gathering, Analysis and Retrieval system (EDGAR);

(f) promptly following any request therefor, such other financial information regarding the operations, business affairs and financial condition of such Obligor or any of its Subsidiaries, or compliance with the terms of this Agreement and the other Loan Documents, as the Administrative Agent may reasonably request, *provided* that such Obligor shall not be required to provide such information if such disclosure would, in the reasonable judgment of the Obligors, reasonably be expected to be a violation of any applicable Requirement of Law; and

(g) until the Qualified IPO Date has occurred, promptly after any delivery of a Partners' Letter to the Global Partners, a copy of such Partners' Letter.

SECTION 6.02 Notices of Material Events. Each Obligor will furnish to the Administrative Agent (for delivery to each Lender) prompt written notice of the following:

(a) the occurrence of any Default;

(b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting (i) any Obligor or any of its Subsidiaries or (ii) at any time prior to the Qualified IPO Date, to the extent that such Obligor has actual knowledge, any of the Permitted Investors (other than any Mubadala Investor or the California Public Employees' Retirement System), in each case that would reasonably be expected to result in a Material Adverse Effect;

(c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(d) the assertion of any environmental matters by any Person against, or with respect to the activities of, any Obligor or any of its Subsidiaries and any alleged violation of or non-compliance with any Environmental Laws or any permits, licenses or authorizations, other than any environmental matters or alleged violation that would not (either individually or in the aggregate) reasonably be expected to have a Material Adverse Effect; and

(e) any other development that results in, or would reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer on behalf of the relevant Obligor, setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken by such Obligor with respect thereto.

SECTION 6.03 Existence; Conduct of Business. Each Obligor will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; *provided* that the foregoing shall not prohibit any transaction permitted under Section 7.03.

SECTION 6.04 Payment of Taxes. Each Obligor will, and will cause each of its Subsidiaries to, pay its Taxes, governmental assessments and governmental charges (other than Indebtedness) that, if not paid, would result in a Material Adverse Effect before the same shall become delinquent or in default, except where the validity or amount thereof is being contested in good faith by appropriate proceedings and such Obligor or such Subsidiary has set aside on its books any reserves with respect thereto required in conformity with GAAP.

SECTION 6.05 Maintenance of Properties; Insurance. Each Obligor will, and will cause each of its Subsidiaries to, (a) keep and maintain all property useful and necessary to the conduct of its business in good working order and condition, ordinary wear and tear excepted, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained (as determined by such Obligor in good faith) by companies engaged in the same or similar businesses operating in the same or similar locations.

SECTION 6.06 Books and Records; Inspection Rights. Each Obligor will, and will cause the Credit Parties collectively to, (a) keep proper books of records and accounts in a manner necessary to permit the delivery of the financial statements required in Sections 6.01(a) and (b); (b) permit representatives of any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records upon reasonable notice and during normal business hours (*provided* that such visits shall be coordinated by the Administrative Agent, and such visits shall be limited to no more than one such visit per calendar year, except, in each case, during the continuance of an Event of Default); and (c) permit representatives of any Lender to have reasonable discussions regarding the business, operations, properties and financial and other condition of the Obligors and their Subsidiaries with officers and employees of the Obligors and their Subsidiaries and with their independent certified public accountants (*provided* that a Responsible Officer of either Obligor shall be present during such discussions, any such discussions with independent certified public accountants shall be coordinated by the Administrative Agent and such discussions shall be at the Lender's expense and shall be limited to no more than one such visit per calendar year, except, in each case, during the continuance of an Event of Default).

SECTION 6.07 Compliance with Laws. Each Obligor will, and will cause each of its Subsidiaries to, comply with all Requirements of Law with respect to it, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.08 Use of Proceeds and Letters of Credit. The proceeds of the Term Loans will be used by the Obligors and their Subsidiaries to repay the Existing Term Loans under the Existing Credit Agreement. The proceeds of the Revolving Credit Loans and the Letters of Credit will be used by the Obligors and their Subsidiaries (a) for working capital and general corporate purposes, including Investments (including the repayment of the Existing Revolving Credit Loans under the Existing Credit Agreement), and (b) prior to the Specified IPO Date, solely in connection with the Specified IPO, for (i) a single dividend prior to the occurrence of such Specified IPO, the amount of Revolving Credit Loan proceeds which can be used in such dividend to be in an amount not greater than $400,000,000 (the "Revolving Credit Dividend Amount"), and (ii) the purchase by the Obligors of direct or indirect investments in any of the Fund Entities from any Person that is an officer, member of the management team or an employee of any Obligor (or any Parent thereof) or an owner as of the Effective Date (or a former owner) of the Equity Interests of any Obligor (or any Parent thereof) in transactions conducted on an arm's length basis for fair market value (as defined below), *provided* that prior to any such dividend contemplated by the foregoing subclause (i) of this clause (b), the Administrative Agent shall have received a solvency certificate signed by a Responsible Officer of each Obligor substantially in the form of Exhibit H hereto. On or prior to the date that is 30 days after the Specified IPO Date, or if such date is not a Business Day, the immediately preceding Business Day, and solely if Revolving Credit Loans in an amount equal to the Revolving Credit Dividend Amount have not been repaid, the Borrowers shall cause the Net Cash Proceeds received from the initial sale of Equity Interests in the Specified IPO to be contributed to the Obligors, which proceeds may thereafter be used by the Obligors and their Subsidiaries only for general corporate purposes. For purposes of this Section 6.08, "fair market value" shall be determined as of the date on which the pricing of the applicable purchase is fixed pursuant to a binding agreement (and which may be reasonably determined by reference to the carrying values of the relevant investments as of the balance sheet for the fiscal quarter most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 6.01). No part of the proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X. For the avoidance of doubt, the failure to consummate the Specified IPO after the use of proceeds described in clause (b) of this Section 6.08 has been effected shall not, by itself, constitute a breach of this Agreement or a Default or Event of Default.

SECTION 6.09 Certain Obligations Respecting Management Fees and Carried Interest; Further Assurances.

(a) Distributions. The Obligors shall cause (i) each of the Fund Entities to make all distributions in respect of Carried Interest and make all payments of Management Fees in accordance with the requirements in respect thereof under the relevant organization documents or Management Fee Agreement, (ii) all payments and distributions in respect of Management Fees and Carried Interest to be promptly paid at reasonable intervals (but in no event less than quarterly) directly or indirectly to an Obligor and (iii) all payments and distributions in respect of Management Fees and Carried Interest from any Fund Entity to any Subsidiary of any Obligor to be promptly paid or distributed directly to a deposit account or securities account of such Obligor; *provided* that (x) the Obligors and their Subsidiaries may maintain reasonable reserves in respect of Carried Interest, (y) the Obligors may permit any of their respective Subsidiaries that is a general partner of any Fund Entity to retain Management Fees and Carried Interest in amounts equal to the amounts required for such Subsidiary, in its capacity as general partner of such Fund Entity, to pay the administrative and reasonable expenses of such Fund Entity incurred in the ordinary course of business, and (z) the Obligors may permit any of their Subsidiaries to retain Management Fees and Carried Interest in aggregate amounts necessary to satisfy the requirements of relevant Governmental Authorities (including requirements with respect to capitalization).

(b) Further Assurances. The Obligors shall, and shall cause its Subsidiaries to, from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Administrative Agent may reasonably request for the purposes of implementing or effectuating the provisions of this Agreement.

SECTION 6.10 Governmental Approvals. Each Obligor agrees that it will promptly obtain from time to time at its own expense all such governmental licenses, authorizations, consents, permits and approvals as may be required for such Obligor to comply with its obligations, and preserve its rights under, each of the Loan Documents, except in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 6.11 Change of Ratings. After such time that (i) the Obligors first furnish to the Administrative Agent a private Rating by S&P of any Obligor, or (ii) S&P first announces a public Rating of any Obligor,

(a) in the case of a private Rating, the Obligors will furnish to the Administrative Agent (for delivery to each Lender) within two Business Days after receipt thereof, written notice of any change in the private Rating by S&P of any Obligor;

(b) in the case of a public Rating, the Obligors will furnish to the Administrative Agent (for delivery to each Lender) within four Business Days after announcement thereof, written notice of any change in the public Rating by S&P of any Obligor; and

(c) the Obligors shall maintain a Rating by S&P with respect to such Obligor and shall cause S&P to monitor its Rating of such Obligor.

ARTICLE VII
NEGATIVE COVENANTS

Until the Revolving Credit Commitments have expired or been terminated and the principal of and interest on each Loan and all fees or other amounts payable hereunder shall have been paid in full (other than contingent or indemnification obligations not then due), and all Letters of Credit (that have not been cash collateralized in accordance with Section 2.04(k)) shall have expired or terminated and all LC Disbursements shall have been reimbursed, each Obligor covenants and agrees with the Administrative Agent, the Issuing Banks and the Lenders that from and after the Initial Funding Date:

SECTION 7.01 Indebtedness. Each Obligor will not, nor will it permit any of its Subsidiaries to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created hereunder;

(b) Indebtedness of any Obligor or any of its Subsidiaries; *provided* that (i) at the time such Indebtedness is incurred, and immediately after giving effect to the incurrence thereof, no Default shall have occurred under Section 6.01 and the ratio of Total Indebtedness of the

Obligors and their Subsidiaries to EBITDA (such EBITDA to be determined as of the end of the fiscal quarter most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 6.01) shall not exceed 3.0 to 1.0 and (ii) the aggregate principal amount of Indebtedness of all Non-Guarantor Subsidiaries incurred pursuant to this clause (b) shall not exceed the greater of (x) $500,000,000 and (y) the amount equal to the Total Indebtedness of the Obligors and their Subsidiaries that would not breach the 3.0 to 1.0 ratio above *multiplied by* 35% (in the case of this clause (y), calculated at the time of the incurrence of such Indebtedness on a pro forma basis based on EBITDA as of the fiscal quarter most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 6.01);

(c) Indebtedness of any Obligor or any of its Subsidiaries to any Obligor or any of its Subsidiaries;

(d) Guarantees by any Obligor of obligations of any Obligor or any Subsidiary of any Obligor;

(e) Guarantees by any Subsidiary of any Obligor of obligations of any Obligor or any of its Subsidiaries; *provided* that (i) at the time such Indebtedness is incurred, and immediately after giving effect to the incurrence thereof, no Default shall have occurred under Section 6.01, and (ii) the aggregate amount of all Guarantees by Non-Guarantor Subsidiaries permitted pursuant to this clause (e) at any time, when added to the sum of the aggregate outstanding principal amount of all Indebtedness of the Non-Guarantor Subsidiaries permitted under clause (b) of this Section, shall not exceed the greater of (x) $500,000,000 and (y) the amount equal to the Total Indebtedness of the Obligors and their Subsidiaries that would not breach the 3.0 to 1.0 ratio above *multiplied by* 35% (in the case of this clause (y), calculated at the time of the incurrence of such Indebtedness on a pro forma basis based on EBITDA as of the fiscal quarter most recently ended for which financial statements have been delivered to the Administrative Agent pursuant to Section 6.01);

(f) Indebtedness of the Obligors or any of their Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn by such Obligor or such Subsidiary in the ordinary course of business against insufficient funds, so long as such Indebtedness is promptly repaid;

(g) Guarantees made in the ordinary course of business; provided that such Guarantees are not of Indebtedness for borrowed money and such Guarantees would not otherwise in the aggregate reasonably be expected to have a Material Adverse Effect;

(h) the Employee Loan Indebtedness in an aggregate principal amount not exceeding $50,000,000 at any time outstanding;

(i) Indebtedness existing on the Effective Date that, prior to the date hereof and in connection with the Effective Date, has been disclosed in writing by the Obligors to the Administrative Agent (for delivery to each Lender), and extensions, renewals and replacements of any such Indebtedness that do not increase the outstanding principal amount thereof;

(j) Indebtedness to any member of the Management Team so long as such Indebtedness is unsecured and subordinated as to payment of principal to the Obligations on terms reasonably satisfactory to the Administrative Agent, provided that payments of principal in respect of such Indebtedness shall be permitted so long as, immediately before and after giving

effect to such payment, no Payment Default or Event of Default shall have occurred and be continuing;

(k) Indebtedness of the Obligors or any of their Subsidiaries in respect of workers' compensation claims, property casualty or liability insurance, take-or-pay obligations in supply arrangements, self-insurance obligations, performance, bid and surety bonds and completion guaranties, in each case in the ordinary course of business;

(l) Indebtedness issued in lieu of cash payments of Restricted Payments permitted by Section 7.06; *provided* that such Indebtedness is subordinated to the Obligations on terms reasonably satisfactory to the Administrative Agent;

(m) Indebtedness owing to any insurance company in connection with the financing of any insurance premiums permitted by such insurance company in the ordinary course of business; and

(n) other Indebtedness of the Obligors and the Subsidiary Guarantors (including Guarantees of any Indebtedness) in an aggregate principal amount not exceeding $125,000,000 at any time outstanding;

provided that, notwithstanding the last sentence of the definition of "Guarantee", for purposes of determining the aggregate outstanding principal amount of any Indebtedness, the amount of any Guarantee shall be deemed to equal the aggregate outstanding principal amount of the Indebtedness that is guaranteed by such Guarantee.

SECTION 7.02 Liens. Each Obligor will not, nor will it permit any of its Subsidiaries to, create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or (except in connection with a transaction permitted by Section 7.03(d)) assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof, except:

(a) Permitted Encumbrances;

(b) any Lien on any property or asset of any of the Obligors or any of their Subsidiaries existing on the Effective Date that, prior to the date hereof and in connection with the Effective Date, has been disclosed in writing by the Obligors to the Administrative Agent (for delivery to each Lender); *provided* that (i) no such Lien shall extend to any other property or asset of such Obligor or any of its Subsidiaries and (ii) any such Lien shall secure only those obligations which it secures on the Effective Date and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(c) any interest or title of a lessor under any lease or sublease entered into by any Obligor or any Subsidiary in the ordinary course of its business and covering only the assets so leased, and any financing statement filed in connection with any such lease;

(d) Liens solely on any cash earnest money deposits made by any Obligor or any of its Subsidiaries in connection with an Investment;

(e) Liens on cash or cash equivalents used to defease or to satisfy and discharge Indebtedness, *provided* that such defeasance or satisfaction and discharge is not otherwise prohibited hereunder;

(f) (i) Liens that are contractual rights of set-off (A) relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness, (B) relating to pooled deposit or sweep accounts of the Obligors or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Obligors and the Subsidiaries or (C) relating to purchase orders and other agreements entered into with customers of the Obligors or any Subsidiary in the ordinary course of business and (ii) other Liens securing cash management obligations (that do not constitute Indebtedness) in the ordinary course of business;

(g) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights;

(h) other Liens with respect to obligations that do not exceed an aggregate amount of $125,000,000 at any one time outstanding; and

(i) Liens granted in the ordinary course of business by any Subsidiary (other than an Obligor) of any Obligor that is the general partner of a Fund Entity securing Indebtedness of such Fund Entity on the right of such Subsidiary to issue or make capital calls in its capacity as the general partner of such Fund Entity.

SECTION 7.03 Fundamental Changes. Each Obligor will not, nor will it permit any of its Subsidiaries to, enter into any transaction of merger or consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution). Each Obligor will not, nor will it permit any of its Subsidiaries to, (1) at any time prior to the Qualified IPO, convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, any part of its business or property, whether now owned or hereafter acquired (including receivables and leasehold interests, but excluding (x) obsolete or worn-out property, tools or equipment no longer used or useful in its business, (y) any property (including Equity Interests of Subsidiaries) sold or disposed of in the ordinary course of business and on ordinary business terms and (z) the issuance of Equity Interests of the Obligors permitted under Section 7.06), and (2) at any time on and after the Qualified IPO Date, convey, sell, lease, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any substantial part of the consolidated assets (including by way of sale or transfer of stock of Subsidiaries) of the Obligors and their Subsidiaries.

Notwithstanding the foregoing provisions of this Section:

(a) any Obligor or any Subsidiary of an Obligor may be merged or consolidated with or into any other Obligor or any Subsidiary of an Obligor; *provided* that (i) if any such transaction shall be between a Subsidiary (other than an Obligor or a Subsidiary Guarantor) and a wholly owned Subsidiary (other than an Obligor or a Subsidiary Guarantor), the wholly owned Subsidiary shall be the continuing or surviving entity, (ii) if any such transaction shall involve an Obligor, an Obligor shall be the continuing or surviving entity, and (iii) if any such transaction shall be between a Subsidiary Guarantor and a Non-Subsidiary Guarantor, such Subsidiary Guarantor shall be the continuing or surviving entity;

(b) any Subsidiary of an Obligor may sell, lease, transfer or otherwise dispose of any or all of its property (upon voluntary liquidation or otherwise) to (i) an Obligor or (ii) in the case of any such Subsidiary that is not itself an Obligor, any wholly owned Subsidiary of an Obligor;

(c) the Equity Interests of any Subsidiary of an Obligor may be sold, transferred or otherwise disposed of to (i) an Obligor or (ii) in the case of any such Subsidiary that is not itself an Obligor, any wholly owned Subsidiary of such Obligor;

(d) (i) the Subsidiaries (other than an Obligor) of the Obligors may undergo a restructuring, (ii) any Obligor or any Subsidiary of an Obligor may be reorganized as a corporation in its jurisdiction of organization or in any Permitted Jurisdiction, and (iii) prior to the Specified IPO Date, the Obligors and their Subsidiaries may consummate the Company Reorganization (each of the transactions described in clauses (i) through (iii) of this paragraph (d), which in the case of the foregoing clause (iii) shall be deemed to mean the series of transactions that, taken as a whole, constitute the Company Reorganization, a "Restructuring Transaction"), in each case so long as

(u) such Restructuring Transaction could not reasonably be expected to materially reduce the expected distributions to be received by the Obligors in respect of Management Fees and Carried Interest,

(v) immediately before and after the consummation of such Restructuring Transaction, no Default shall have occurred and be continuing,

(w) immediately after giving effect to the consummation of such Restructuring Transaction, the Obligors shall be in Pro Forma Compliance (and, except with respect to clause (iii) above, a Responsible Officer on behalf of the Obligors shall have certified as such to the Administrative Agent),

(x) except with respect to clause (iii) above, the Obligors shall have delivered a notice to the Administrative Agent containing a reasonably detailed description of such Restructuring Transaction at least 10 Business Days prior to the consummation of such Restructuring Transaction,

(y) such Restructuring Transaction could not reasonably be expected to adversely affect the priority in right of payment of the Obligations, or the priority of any claims the Holders may have against any Obligor or any of its Subsidiaries, in each case relative to (1) any other creditor of any Obligor or any Subsidiary of an Obligor and (2) any Person to whom any Obligor or any Subsidiary of an Obligor owes Indebtedness, and

(z) with respect to clause (ii) or (iii) above, if any such Restructuring Transaction shall involve an Obligor, an Obligor shall be the continuing or surviving entity;

(e) any Subsidiary (other than an Obligor) of an Obligor may enter into a transaction of merger, consolidation or amalgamation, liquidate, wind up or dissolve itself, in each case, in the ordinary course of business, and to the extent not otherwise material to the Obligors and their Subsidiaries on a consolidated basis;

(f) the Obligors and the Subsidiaries may sell, transfer or otherwise dispose of any assets or property for cash or other consideration, in each case, reasonably determined by the Obligors to be in an amount at least equal to the fair value of such assets or property; and

(g) the Obligors and the Subsidiaries may enter into mergers and consolidations to effect asset acquisitions; *provided* that (i) if any Obligor is party to such transaction, such Obligor

shall be the continuing or surviving entity, and (ii) if any Subsidiary Guarantor is a party to such transaction, such Subsidiary Guarantor shall be the continuing or surviving entity.

Solely for the purpose of determining whether a Subsidiary is a wholly owned Subsidiary under this Section, if, with respect to any Subsidiary, a de minimis amount of the Equity Interests of such Subsidiary are required to held by another Person under applicable Requirements of Law (including qualifying directors shares and similar requirements), effect shall not be given to such de minimis holding in determining whether such Subsidiary is wholly-owned.

SECTION 7.04 Lines of Business. Each Obligor will not, nor will it permit any of its Subsidiaries to, engage to any material extent in any business other than the business of the type conducted by the Obligors and their Subsidiaries on the Effective Date and the Core Business, and, in each case, businesses reasonably related thereto and reasonable extensions thereof.

SECTION 7.05 Ownership of Core Businesses. Each Obligor will not permit any Equity Interests that are owned by Carlyle Group, either directly or through its direct or indirect subsidiaries, in a Core Business Entity, to be owned by any Person other than the Obligors and their Subsidiaries (unless such Core Business Entity is itself an Obligor and except for, prior to the Specified IPO Date, certain non-Controlling limited partnership interests held by the owners of the Obligors); *provided* that the foregoing will not prohibit Carlyle Group's indirect ownership of such Equity Interests through its direct or indirect ownership of Equity Interests in the Obligors.

SECTION 7.06 Restricted Payments. Each Obligor will not, nor will it permit any of its Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment when a Default has occurred and is continuing, *provided* that

(a) until such time as Revolving Credit Loans in an amount equal to the Revolving Credit Dividend Amount shall have been repaid, the proceeds of the Specified IPO shall not be used to make a Restricted Payment;

(b) irrespective of the occurrence of any Default, (i) any Subsidiary of any Obligor may make Restricted Payments to any wholly-owned Subsidiary of any Obligor, (ii) any Obligor may make Restricted Payments in the form of Equity Interests of such Obligor, (iii) any Subsidiary of any Obligor (including a Subsidiary that is also an Obligor) may make Restricted Payments to any Obligor, (iv) any Obligor or any of its Subsidiaries may make Restricted Payments on account of Deal Team Interest consisting of "class B carried interest" to members, partners, employees, contractors or advisors of the Borrowers or any of their Affiliates and (v) any Subsidiary that does not Guarantee the Obligations and is not wholly-owned by the Obligors may make a Restricted Payment to the holders of the Equity Interests in such Subsidiary on a pro rata basis for all such holders with respect to both the amount and form of such Restricted Payment;

(c) so long as immediately before and after giving effect to such payment, no Payment Default or Bankruptcy Event of Default shall have occurred and be continuing, the Obligors may make cash distributions to the owners of their Equity Interests, on a pro rata basis, in an amount necessary to provide the IPO Issuer with funds to make regular quarterly cash distributions to its common unit holders in an amount not to exceed the amount set forth in the final registration statement of the IPO Issuer on Form S-1 filed with the SEC in connection with the Specified IPO as the amount of the regular quarterly cash distribution to be made by the IPO Issuer to its common unit holders (as adjusted to

hold constant for splits, combinations, dividends and issuances of units after the Specified IPO Date), net of applicable taxes, so long as any such cash distributions by the Obligors (A) are not in the aggregate, net of applicable taxes, in excess of the amounts of such quarterly distributions by the IPO Issuer and (B) are made not more than 15 days prior to the payment date for such quarterly distributions by the IPO Issuer;

(d) prior to the Specified IPO Date, so long as immediately before and after giving effect to such payment, no Payment Default or Bankruptcy Event of Default shall have occurred and be continuing, in respect of any period during which any Obligor qualifies as a partnership for U.S. federal and state income tax purposes, such Obligor shall be permitted to distribute to owners of any Equity Interests thereof with respect to each fiscal year of such Obligor an aggregate cash amount equal to the product of (a) the amount of taxable income allocated by such Obligor to such owners for such fiscal year, as reduced by any available carryforwards of net operating losses, capital losses, and similar items (collectively, "Available Carryforwards"), but, in respect of any fiscal year ending after the Effective Date, only to the extent such Available Carryforwards arise out of a loss or similar item realized by such Obligor on or after the Effective Date, calculated by assuming that each such owner elects to carry forward such items and that such owner's only income, gain, deductions, losses and similar items are those allocated to such owner by such Obligor and taking into account such limitations as the limitation on the deductibility of capital, multiplied by (b) the highest effective combined federal, state and local income tax rate applicable during such fiscal year to a natural person residing in New York, New York taxable at the highest marginal federal income tax rate and the highest marginal income tax rates (after giving effect to the federal income tax deduction for such State and local income taxes and without taking into account the effects of Sections 67 and 68 of the Code), *provided* that, with respect to any fiscal year ending after the Effective Date, the amount of taxable income referred to in clause (a) above shall only be reduced by an amount equal to 75% of Available Carryforwards; and

(e) on and after the Specified IPO Date, so long as immediately before and after giving effect to such payment, no Payment Default or Bankruptcy Event of Default shall have occurred and be continuing, in respect of any period during which any Obligor qualifies as a partnership for U.S. federal and state income tax purposes, such Obligor (including any Additional Parent Guarantor) shall be permitted to make "Tax Distributions" on the basis of the "Assumed Tax Rate" (as each such term is defined in the September 28, 2011 draft form of partnership agreement of Carlyle Holding I L.P. provided to the Administrative Agent's counsel on October 19, 2011 (the "Tax Agreement Form"), which Tax Agreement Form may be delivered by the Administrative Agent to each Lender upon request) in accordance with the terms and conditions set forth in the Tax Agreement Form.

SECTION 7.07 Transactions with Affiliates. Each Obligor will not, nor will it permit any of its Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions otherwise not prohibited under this Agreement or any other Loan Document, (b) transactions in the ordinary course of business at prices and on terms and conditions not less favorable to an Obligor or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties and (c) transactions between or among an Obligor and any other Obligor and transactions between or among an Obligor and any wholly owned Subsidiary of any Obligor, in each case not involving any other Affiliate. For the avoidance of doubt, this Section shall not apply to employment, bonus, retention and severance arrangements with, and payments of compensation or benefits to or for the

benefit of, current of former employees, consultants, officers or directors of any Obligor or any of its Subsidiaries in the ordinary course of business.

SECTION 7.08 Minimum Management Fee Earnings Assets Amount. Each Obligor will not permit the Management Fee Earning Assets Amount on any Quarterly Date commencing with the first Quarterly Date to occur on or after the Initial Funding Date to be less than an amount (such amount, the "Initial Funding Date Minimum Assets Amount") equal to the sum of (x) $50,100,000,000 *plus* (y) if any acquisition (or other transaction that results in a Non-Controlled Acquired Entity becoming a Subsidiary of an Obligor) shall have been consummated between September 30, 2011 and the Initial Funding Date, the product of (a) 70% multiplied by (b) the aggregate amount of the Additional Management Fee Earning Assets, if any (and without duplication), with respect to the relevant assets or Person so acquired (or Person subject to such transaction), which Initial Funding Date Minimum Assets Amount shall immediately upon the consummation of any New Acquisition be increased by an amount equal to the product of (a) 70% *multiplied by* (b) the aggregate amount of the Additional Management Fee Earning Assets, if any (and without duplication), of the relevant Acquired Entity.

SECTION 7.09 Modifications of Certain Documents. Other than pursuant to a transaction permitted by Section 7.03, each Obligor will not, nor will it permit any of its Subsidiaries to, consent to any amendment, modification, rescission or termination of or waiver under any documents relating to the organization or existence of any such Person or any document relating to any Management Fees or Carried Interest, to the extent that such amendment, modification, rescission, termination or waiver:

(a) could reasonably be expected to materially reduce the then-expected distributions to be received by the Obligors, taken as a whole, in respect of Management Fees and Carried Interest; or

(b) could materially impair (i) the credit worthiness of any Credit Party or (ii) the rights and interests of the Lenders hereunder and under the other Loan Documents.

SECTION 7.10 Total Indebtedness Ratio. Each Obligor will not permit the Total Indebtedness Ratio on the last day of any fiscal quarter to exceed 3 to 1.

ARTICLE VIII
EVENTS OF DEFAULT

SECTION 8.01 Events of Default. If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay (i) any principal of any Loan when due in accordance with the terms hereof or (ii) any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due in accordance with the terms hereof, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five or more Business Days;

(c) any representation or warranty made or deemed made by any Credit Party (including any Responsible Officer on behalf of any Credit Party) in or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, or in any report, certificate or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, shall prove to have been incorrect when made or deemed made in any material respect;

(d) any Obligor shall fail to observe or perform any covenant, condition or agreement contained in Section 6.02(a), Section 6.03 (with respect to such Obligor's existence and conduct of business), Section 6.08 or in Article VII;

(e) any Credit Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a), (b) or (d) of this Article) or any other Loan Document and such failure shall continue unremedied for a period of 30 or more days after notice thereof from the Administrative Agent or any Lender to the Borrowers;

(f) any Credit Party, any Material Subsidiary or any Fund Entity shall fail to make any payment of principal or interest (beyond any grace period applicable thereto) in respect of any Material Indebtedness, when and as the same shall become due and payable; *provided* that this clause (f) shall not apply to any Guarantees except to the extent such Guarantees shall become due and payable by any Credit Party, any Material Subsidiary or any Fund Entity and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause (with the giving of notice if required) any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; *provided* that this clause (g) shall not apply to (i) secured Indebtedness that becomes due as a result of the sale or transfer of all or a portion of the property or assets securing such Indebtedness or (ii) any Guarantees except to the extent such Guarantees shall become due and payable by any Obligor, any Material Subsidiary or any Fund Entity and remain unpaid after any applicable grace period or period permitted following demand for the payment thereof;

(h) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any Subject Party or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any Subject Party or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Subject Party shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Subject Party or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any partnership or formal action for the purpose of effecting any of the foregoing;

(j) any Credit Party or any Material Subsidiary thereof shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) the failure by any Credit Party or any Material Subsidiary thereof to pay one or more final judgments aggregating in excess of $50,000,000 (net of any amounts which are covered by insurance or bonded), which judgments are not discharged or effectively waived or stayed for a period of 30 consecutive days, or any action shall be legally taken by a judgment creditor to levy upon assets or properties of any Borrower or any Material Subsidiary thereof to enforce any such judgment;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;

(m) a Change in Control shall occur; or

(n) the Guarantee pursuant to Article III by any Parent Guarantor or the Guarantee pursuant to the Subsidiary Guarantee Agreement by any Subsidiary Guarantor shall cease to be in full force and effect (other than in accordance with the terms thereof) or shall be asserted in writing by any Credit Party not to be in effect or not to be legal, valid and binding obligations;

then, and in every such event (other than a Bankruptcy Event of Default), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrowers, take either or both of the following actions, at the same or different times: (i) terminate the Revolving Credit Commitments and, prior to the Initial Funding Date, the commitments of the Term Lenders to fund the Term Loans, and thereupon the Revolving Credit Commitments and the commitments to fund the Term Loans shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Obligors accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Obligor; and in case of any Bankruptcy Event of Default, the Revolving Credit Commitments and, prior to the Initial Funding Date, the commitments of the Term Lenders to fund the Term Loans shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the

Obligors accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Obligor. A vote of the Required Lenders shall be effective to rescind acceleration of the Loans (except with respect to any acceleration resulting from any Bankruptcy Event of Default).

ARTICLE IX
AGENCY

SECTION 9.01 The Administrative Agent. Each of the Lenders and the Issuing Banks hereby irrevocably appoints Citibank to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto.

The Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as Administrative Agent hereunder in its individual capacity. Each such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Obligors or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent shall not:

(a) be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, or shall be liable for the failure to disclose, any information relating to any Obligor or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.02) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be

deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by the Obligors, a Lender or an Issuing Bank.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for an Obligor), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through its Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agents, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent.

Subject to, and effective upon, the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by notifying the Lenders and the Borrowers. Upon any such resignation, the Required Lenders shall have the right to appoint a successor with the consent of the Borrowers (which consent (i) shall not be required if a Payment Default or Bankruptcy Event of Default shall have occurred and be continuing and (ii) shall not be unreasonably withheld or delayed). If no successor shall have been so appointed by the Required Lenders and approved by the Borrowers and shall have accepted such appointment within 45 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders with the consent of the Borrowers (which consent (i) shall not be required if a Payment Default or Bankruptcy Event of Default shall have occurred and be continuing and (ii) shall not be unreasonably withheld or delayed), appoint a successor Administrative Agent which shall be a bank with an office in New York, New York and an office in London, England (or a bank having an Affiliate with such an office) having a combined capital and surplus that is not less than $500,000,000 or an Affiliate of any such bank. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor bank, such successor shall succeed to and become vested with all of the rights,

powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder. After an Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

Each Lender and each Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 9.02 Bookrunners, Etc. Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers, co-documentation agents or syndication agent listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Bank hereunder.

ARTICLE X
MISCELLANEOUS

SECTION 10.01 Notices.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein and in the other Loan Documents shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier, as follows:

(i) if to any Credit Party, to it at 1001 Pennsylvania Avenue, NW, Suite 220S, Washington, D.C., 20004, Attention of Dana Laidhold, Treasurer (Telecopier No. (202) 347-5550; Telephone No. (202) 729-5287), with a copy to Jeffrey W. Ferguson, Managing Director and General Counsel (Telecopier No. (202) 347-5550; Telephone No. (202) 729-5325);

(ii) if to the Administrative Agent, to Citibank NA, Bank Loan Syndications, at 1615 Brett Road OPS III, New Castle, DE 19720, Attention of Bank Loan Syndications, Dana Fuski Dugan, (Telecopier No. (212) 994 0961; Telephone No, (302) 894-6003);

(iii) if to Citibank as Issuing Bank, to it at 3800 Citibank Center, Building B, Tampa, FL 33610-9122 , Attention of Karen Kunze (Telecopier No. (813) 604-7187; Telephone No. (813) 604-7038); and 388 Greenwich St, 23rd Floor, New York, NY 10013, Attention of Anthony Lieggi (Telecopier No. (646) 291-1716 ; Telephone No. (212) 816-4131); and

(iv) if to a Lender, to it at its address (or telecopier number) set forth in its Administrative Questionnaire;

or, as to the any Credit Party or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each other party hereto, at such other address as shall be designated by such party in a written notice to the Borrowers and the Administrative Agent. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Banks hereunder and under the other Loan Documents may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender or any Issuing Bank pursuant to Article II if such Lender or such Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrowers may, in its discretion, agree to accept notices and other communications to it hereunder and under the other Loan Documents by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

Anything in this Agreement to the contrary notwithstanding:

(x) So long as Citibank or any of its Affiliates is the Administrative Agent, materials required to be delivered pursuant to Section 6.01 shall be delivered to the Administrative Agent in an electronic medium in a format acceptable to the Administrative Agent and the Lenders by e-mail at oploanswebadmin@citigroup.com. The Credit Parties agree that the Administrative Agent may make such materials, as well as any other written information, documents, instruments and other material relating to a Credit Party, any of its Subsidiaries or any other materials or matters relating to this Agreement or any of the transactions contemplated hereby (collectively, the "Communications") available to the Lenders by posting such notices on Intralinks or a substantially similar electronic system (the "Platform"). The Borrowers and the Lenders acknowledge that (1) although the Platform and its primary web portal are secured with generally applicable security procedures and policies implemented or modified by the Administrative Agent from time to time, the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (2) the Platform is provided "as is" and "as available" and (3) neither the Administrative Agent nor any of its Affiliates warrants the accuracy, adequacy or completeness

of the Communications or the Platform and each expressly disclaims liability for errors or omissions in the Communications or the Platform, except to the extent such errors or omissions are due to the gross negligence, bad faith or willful misconduct of the Administrative Agent or any of its Affiliates. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Administrative Agent or any of its Affiliates in connection with the Platform.

(y) Each Lender agrees that notice to it (as provided in the next sentence) (a "Notice") specifying that any Communications have been posted to the Platform shall constitute effective delivery of such information, documents or other materials to such Lender for purposes of this Agreement; *provided* that if requested by any Lender, the Administrative Agent shall deliver a copy of the Communications to such Lender by email or telecopier. Each Lender agrees (1) to notify the Administrative Agent in writing of such Lender's e-mail address to which a Notice may be sent by electronic transmission (including by electronic communication) on or before the date such Lender becomes a party to this Agreement (and from time to time thereafter to ensure that the Administrative Agent has on record an effective e-mail address for such Lender) and (2) that any Notice may be sent to such e-mail address.

SECTION 10.02 Waivers; Amendments.

(a) No Deemed Waivers; Remedies Cumulative. No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by any Obligor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Amendments. Neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the applicable Credit Parties and the Required Lenders or by the applicable Credit Parties and the Administrative Agent with the consent of the Required Lenders; *provided* that no such agreement shall

(i) increase any Revolving Credit Commitment of any Lender or any commitment to fund Term Loans of any Lender without the written consent of such Lender,

(ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon (except for reduction of interest by virtue of a default waiver), or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby,

(iii) postpone the scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any interest thereon, or any fees payable hereunder, or

reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Revolving Credit Commitment, without the written consent of each Lender directly and adversely affected thereby,

(iv) change Section 2.17(c) or (d) in a manner that would alter the *pro rata* sharing of payments required thereby without the written consent of each Lender directly and adversely affected thereby,

(v) change any of the provisions of this Section or the percentage in the definition of the term "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender, or

(vi) release all or substantially all of the Parent Guarantors from their guarantee obligations under Article III or the Subsidiary Guarantors from their guarantee under the Subsidiary Guarantee Agreement, without the written consent of each Holder, and in each case except pursuant to a transaction permitted by Section 7.03;

and *provided further* that (x) no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder or under the other Loan Documents without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be and (y) any modification or supplement of Article III shall require the consent of the Parent Guarantors.

SECTION 10.03 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay (i) all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent and its Affiliates (including the reasonable fees, charges and disbursements of not more than one counsel per jurisdiction (unless multiple counsels are necessary to avoid conflicts of interest) for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof, (ii) all reasonable out-of-pocket costs and expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all documented out-of-pocket costs and expenses incurred by the Administrative Agent, any Issuing Bank or any Lender (including the fees, charges and disbursements of not more than one counsel per jurisdiction (unless multiple counsels are necessary to avoid conflicts of interest) for the Administrative Agent, any Issuing Bank or any Lender) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket costs and expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit and (iv) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or any other Loan Document or any other document referred to herein or therein.

(b) Indemnification by the Borrowers. The Borrowers shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and each Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related costs and

expenses (including the fees, charges and disbursements of not more than one counsel per jurisdiction (unless multiple counsels are necessary to avoid conflicts of interest)) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by such Borrower or any other Credit Party any Obligor arising out of, in connection with, or as a result of any action, claim, judgment or suite arising out of or in connection with (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any Environmental Liability related in any way to the Borrowers or any of their Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by such Borrower or any other Credit Party, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related costs and expenses are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of, or the breach of any Loan Document by, such Indemnitee or any of its Affiliates or the directors, officers, employees or advisors of any of them.

(c) Reimbursement by Lenders. To the extent that the Borrowers (and, with respect to the guarantees hereunder, the Parent Guarantors) for any reason fail to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by them to the Administrative Agent (or any sub-agent thereof) or any Issuing Bank or any Related Party of any of the foregoing, each Lender severally agrees to pay to such Agent (or any such sub-agent) or such Issuing Bank or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or such Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or such Issuing Bank in connection with such capacity. The obligations of the Lenders under this paragraph (c) are several obligations.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, no Obligor shall assert, and each Obligor hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof.

(e) Payments. All amounts due under this Section shall be payable promptly after receipt of a reasonably detailed invoice therefor.

SECTION 10.04 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that none of the Obligors may assign or otherwise transfer any of its rights or obligations hereunder (except pursuant to a transaction permitted hereunder) without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of

paragraph (d) of this Section or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, each Issuing Bank, Participants, to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of the Administrative Agent, each Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitments and the Loans at the time owing to it) to any Person; *provided* that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) In the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Credit Commitments and the Loans and Term Loans at the time owing to it or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the Revolving Credit Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Revolving Credit Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than $5,000,000, in the case of any assignment in respect of a Revolving Credit Commitment, or $1,000,000, in the case of any assignment in respect of a Term Loan, unless each of the Administrative Agent and, so long as no Non-Consent Event has occurred and is continuing, the Borrowers otherwise consent (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Revolving Credit Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations in respect of Revolving Credit Commitments and Term Loans on a non-*pro rata* basis.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrowers (such consents not to be unreasonably withheld or delayed) shall be required unless (x) a Non-Consent Event has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; and

(C) the consent of the Issuing Banks shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding).

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500, and the assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to the Obligors. No such assignment shall be made to any Obligor or any of its Affiliates or Subsidiaries.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person.

(vii) Assignments under Existing Credit Agreement. No such assignment shall be made unless the additional condition set forth in paragraph (g) of this Section shall have been satisfied.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Section 2.15 and Section 10.03 with respect to facts and circumstances occurring prior to the effective date of such assignment.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at one of its offices in New York, New York a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Credit Commitments and the commitments to fund Term Loans of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be presumptively correct absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Administrative Agent, sell participations to any Person (other than a natural person or the Obligors or any of the Obligors' Affiliates or Subsidiaries) in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance

of such obligations, (iii) the Borrowers, the Administrative Agent, the Lenders and the Issuing Banks shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (iv) the consent of the Borrowers (such consents not to be unreasonably withheld or delayed) shall be required for any such participation unless (x) a Non-Consent Event has occurred and is continuing at the time of such participation or (y) such participation is to a Lender, an Affiliate of a Lender or an Approved Fund.

Each Lender that sells a participation pursuant to paragraph (d) of this Section, acting solely for this purpose as a non-fiduciary agent of the Borrower and solely for tax purposes, shall maintain a register comparable to the Register on which it shall enter the name and address of each Participant and the economic interests of each Participant in all or a portion of the participating Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and/or the Loans owing to it) (the "Participant Register"). The entries in the Participant Register shall be presumptively correct absent manifest error, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary. Notwithstanding anything herein to the contrary, such Lender shall not be required to disclose the Participant Register except that (i) such Lender shall be required to make its Participant Register available to the Administrative Agent or to the Borrower if requested by the Borrower in connection with the exercise by a related Participant of remedies hereunder and (ii) such Lender shall be required to make its Participant Register available to the Internal Revenue Service if requested by the Internal Revenue Service or the Borrower and to the extent required by the Internal Revenue Service.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the proviso of Section 10.02(b) that directly and adversely affects such Participant. Subject to paragraph (e) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; *provided* that such Participant agrees to be subject to Section 2.17(d) as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 2.14 and Section 2.16 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent after disclosure of such greater payments. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.16 unless the Borrowers are notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.16(e) as though it were a Lender and any such Participant shall be deemed to be a Lender for the purposes of the definition of Excluded Taxes.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Ratable Assignments prior to the Initial Funding Date. Notwithstanding anything to the contrary herein or in the Existing Credit Agreement, no Lender shall, and the Borrowers shall not exercise their rights under Section 2.18(b) of this Agreement or Section 2.18(b) of the Existing Credit Agreement to cause a Lender to, (i) assign all or a portion of its rights and obligations in respect of any Existing Revolving Credit Commitments and/or Existing Term Loans under the Existing Credit Agreement to any Person unless it shall also assign a corresponding portion of its rights and obligations in respect of Revolving Credit Commitments and/or Term Loans, as the case may be, under this Agreement to such Person pursuant to paragraph (b) of this Section and (ii) prior to the Initial Funding Date, assign all or a portion of its rights and obligations in respect of any Revolving Credit Commitments and/or Term Loans under this Agreement to any Person unless it shall also assign a corresponding portion of its rights and obligations in respect of any Existing Revolving Credit Commitments and/or Existing Term Loans, as the case may be, under the Existing Credit Agreement to such Person pursuant to Section 10.04(b) of the Existing Credit Agreement. Upon any assignment of Revolving Credit Commitments and/or Term Loans effected prior to the Initial Funding Date, the Commitment Schedule shall be automatically adjusted to reflect such assignment.

SECTION 10.05 Survival. All representations and warranties made by the Obligors herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Revolving Credit Commitments have not expired or terminated. The provisions of Section 2.14, Section 2.15, Section 2.16, Section 3.03 and Section 10.03 and Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Credit Commitments or the termination of this Agreement or any provision hereof.

SECTION 10.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents (and any separate letter agreements among the Obligors and CGMI and certain affiliates thereof, J.P. Morgan Securities LLC and certain affiliates thereof and Credit Suisse Securities (USA) LLC and certain affiliates thereof, with respect to fees payable thereto and their initial Revolving Credit Commitments and Term Loans and the syndication thereof) constitute the entire contract between and among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any

and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such Issuing Bank or any such Affiliate to or for the credit or the account of any Credit Party against any and all of the obligations of such Credit Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement or any other Loan Document and although such obligations of such Credit Party may be contingent or unmatured or are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, each Issuing Bank and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, such Issuing Bank or their respective Affiliates may have. Each Lender and each Issuing Bank agrees to notify the Borrowers and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 10.09 Governing Law; Jurisdiction; Service of Process; Etc.

(a) Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State or Federal court located in the City of New York in any suit, action or proceeding arising out of or relating to this Agreement or any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims with respect to any such suit, action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such suit, action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01. Nothing herein shall in any way be deemed to limit the ability of any party hereto to serve any such writs, process or summonses in any other manner permitted by applicable law or to obtain jurisdiction over any other party hereto in such other jurisdictions, and in such manner, as may be permitted by applicable law.

(d) Waiver of Venue. Each party hereto irrevocably waives any objection that it may now or hereafter have to the laying of the venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document brought in the Supreme Court of the State of New York, County of New York or in the United States District Court for the Southern District of New York, and further irrevocably waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER

PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 10.11 No Immunity. To the extent that any Obligor may be or become entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any other Loan Document, to claim for itself or its properties or revenues any immunity from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment, execution of a judgment or from any other legal process or remedy relating to its obligations under this Agreement or any other Loan Document, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), each Obligor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

SECTION 10.12 European Monetary Union.

(a) Definitions. As used herein, the following terms shall have the following meanings:

"EMU" means economic and monetary union as contemplated in the Treaty on European Union.

"EMU Legislation" means legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency (whether known as the euro or otherwise), being in part the implementation of the third stage of EMU.

"Euros" or "€" refers to the single currency of Participating Member States of the European Union, which shall be an Agreed Foreign Currency and a Foreign Currency under this Agreement.

"National Currency" means the Currency, other than the Euro, of a Participating Member State.

"Participating Member State" means each state so described in any EMU Legislation.

"Target Operating Day" means any day that is not (i) a Saturday or Sunday, (ii) Christmas Day or New Year's Day or (iii) any other day on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (or any successor settlement system) is not scheduled to operate (as determined by the Administrative Agent).

"Treaty on European Union" means the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1986 and the Maastricht Treaty (which was signed at Maastricht on February 7, 1992, and came into force on November 1, 1993).

(b) Effectiveness of Provisions. The provisions of paragraphs (c) through (h) of this Section shall be effective on the Effective Date; *provided* that, if and to the extent that any

such provision relates to any state (or the Currency of such state) that is not a Participating Member State on the Effective Date, such provision shall become effective in relation to such state (and such Currency) at and from the date on which such state becomes a Participating Member State.

(c) Redenomination and Alternative Currencies. Each obligation under this Agreement of a party to this Agreement which has been denominated in the National Currency of a Participating Member State shall be redenominated in Euros in accordance with EMU Legislation; *provided* that, if and to the extent that any EMU Legislation provides that following the Effective Date an amount denominated either in Euros or in the National Currency of a Participating Member State and payable within the Participating Member State by crediting an account of the creditor can be paid by the debtor either in Euros or in such National Currency, any party to this Agreement shall be entitled to pay or repay any such amount either in Euros or in such National Currency.

(d) Payments by the Administrative Agent Generally. With respect to the payment of any amount denominated in Euros or in a National Currency, the Administrative Agent shall not be liable to the Obligors or any of the Lenders in any way whatsoever for any delay, or the consequences of any delay, in the crediting to any account of any amount required by this Agreement to be paid by the Administrative Agent if the Administrative Agent shall have taken all relevant steps to achieve, on the date required by this Agreement, the payment of such amount in immediately available, freely transferable, cleared funds (in Euros or in such National Currency, as the case may be) to the account of any Lender in the Principal Financial Center in the Participating Member State which the Obligors or such Lender, as the case may be, shall have specified for such purpose. For the purposes of this paragraph, "all relevant steps" means all such steps as may be prescribed from time to time by the regulations or operating procedures of such clearing or settlement system as the Administrative Agent may from time to time determine for the purpose of clearing or settling payments in Euros or such National Currency.

(e) Certain Rate Determinations. For the purposes of determining the date on which the LIBO Rate is determined under this Agreement for the Interest Period for any Borrowing denominated in Euros (or in any National Currency), references in this Agreement to Business Days shall be deemed to be references to Target Operating Days. In addition, if the Administrative Agent determines, with respect to the Interest Period for any Borrowing denominated in a National Currency, that there is no LIBOR displayed on the Reuters' Service for deposits denominated in such National Currency, the LIBO Rate for such Interest Period shall be based upon LIBOR displayed on the Reuters' Service for the offering of deposits denominated in Euros.

(f) Basis of Accrual. If the basis of accrual of interest or fees expressed in this Agreement with respect to the Currency of any state that becomes a Participating Member State shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest or fees in respect of the Euro, such convention or practice shall replace such expressed basis effective as of and from the date on which such state becomes a Participating Member State; *provided* that, with respect to any Borrowing denominated in such Currency that is outstanding immediately prior to such date, such replacement shall take effect at the end of the Interest Period therefor.

(g) Rounding. Without prejudice and in addition to any method of conversion or rounding prescribed by the EMU Legislation, each reference in this Agreement to a minimum amount, or to a multiple of a specified amount, in a National Currency to be paid to or by the Administrative Agent shall be replaced by a reference to such reasonably comparable and convenient amount, or to a multiple of such reasonably comparable and convenient amount, in Euros as the Administrative Agent may from time to time reasonably specify.

(h) Other Consequential Changes. Without prejudice to the respective liabilities of the Obligors to the Lenders and the Lenders to the Obligors under or pursuant to this Agreement,

except as expressly provided in this Section, each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time reasonably specify to be necessary or appropriate to reflect the introduction of or changeover to the Euro in Participating Member States.

SECTION 10.13 Judgment Currency. This is an international loan transaction in which the specification of Dollars or any Foreign Currency, as the case may be (the "Specified Currency"), and payment in New York City or the country of the Specified Currency, as the case may be (the "Specified Place"), is of the essence, and the Specified Currency shall be the currency of account in all events relating to Loans denominated in the Specified Currency. The payment obligations of each Obligor under this Agreement shall not be discharged or satisfied by an amount paid in another currency or in another place, whether pursuant to a judgment or otherwise, to the extent that the amount so paid on conversion to the Specified Currency and transfer to the Specified Place under normal banking procedures does not yield the amount of the Specified Currency at the Specified Place due hereunder. If for the purpose of obtaining judgment in any court it is necessary to convert a sum due hereunder in the Specified Currency into another currency (the "Second Currency"), the rate of exchange that shall be applied shall be the rate at which in accordance with normal banking procedures the Administrative Agent could purchase the Specified Currency with the Second Currency on the Business Day next preceding the day on which such judgment is rendered. The obligation of each Obligor in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under any other Loan Document (in this Section called an "Entitled Person") shall, notwithstanding the rate of exchange actually applied in rendering such judgment, be discharged only to the extent that on the Business Day following receipt by such Entitled Person of any sum adjudged to be due hereunder in the Second Currency such Entitled Person may in accordance with normal banking procedures purchase and transfer to the Specified Place the Specified Currency with the amount of the Second Currency so adjudged to be due; and each Obligor hereby, as a separate obligation and notwithstanding any such judgment, agrees to indemnify such Entitled Person against, and to pay such Entitled Person on demand, in the Specified Currency, the amount (if any) by which the sum originally due to such Entitled Person in the Specified Currency hereunder exceeds the amount of the Specified Currency so purchased and transferred.

SECTION 10.14 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 10.15 Treatment of Certain Information; Confidentiality.

(a) Treatment of Certain Information. Each Obligor acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to such Obligor or one or more of its Subsidiaries (in connection with this Agreement or otherwise) by any Lender or by one or more subsidiaries or affiliates of such Lender and each Obligor hereby authorizes each Lender to share any information delivered to such Lender by such Obligor and its Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such subsidiary or affiliate, it being understood that any such subsidiary or affiliate receiving such information shall be bound by the provisions of paragraph (b) of this Section as if it were a Lender hereunder. Such authorization shall survive the repayment of the Loans, the expiration or termination of the Letters of Credit and the Revolving Credit Commitments or the termination of this Agreement or any provision hereof.

(b) Confidentiality. Each of the Administrative Agent, the Issuing Banks and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives

(it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to any Credit Party and its obligations, this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the consent of the Borrowers or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to either Agent, any Issuing Bank, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Credit Parties. For purposes of this Section, "Information" means all information received from any Credit Party relating to such Credit Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by any Credit Party or any of its Subsidiaries. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 10.16 USA PATRIOT Act. Each Lender hereby notifies the Credit Parties that pursuant to the requirements of the Patriot Act, such Lender may be required to obtain, verify and record information that identifies the Credit Parties, which information includes the name and address of each Credit Party and other information that will allow such Lender to identify the Credit Parties in accordance with said Act.

SECTION 10.17 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate for each day to the date of repayment, shall have been received by such Lender.

SECTION 10.18 Acknowledgments. Each Obligor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent, the Issuing Banks nor any Lender has any fiduciary relationship with or duty to such Obligor arising out of or in connection with this

Agreement or any of the other Loan Documents, and the relationship between the Administrative Agent, the Issuing Banks and Lenders, on the one hand, and such Obligor, on the other hand, in connection herewith or therewith is solely that of creditor and debtor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby.

SECTION 10.19 Fiscal Year. Each Obligor will not change the last day of its fiscal year from December 31, or the last days of the first three fiscal quarters in each of its fiscal years from March 31, June 30 and September 30, respectively, without the prior written consent of the Administrative Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered (and, in the case of each Person organized under the laws of the Cayman Islands, as a deed) by their respective authorized officers as of the day and year first above written.

BORROWERS

TC GROUP INVESTMENT HOLDINGS, L.P.

By: TCG Holdings II, L.P., its general partner
By: DBD Investors V, L.L.C., its general partner
By: DBD Investors V Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

TC GROUP CAYMAN INVESTMENT HOLDINGS, L.P.

By: TCG Holdings Cayman II, L.P., its general partner
By: DBD Cayman, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

TC GROUP CAYMAN, L.P.

By: TCG Holdings Cayman, L.P., its general partner
By: Carlyle Offshore Partners II, Ltd., its general partner

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

CARLYLE INVESTMENT MANAGEMENT L.L.C.

By: TC Group, L.L.C., its managing member
By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Director

Witness: /s/ Christina Bracero
Name: Christina Bracero

PARENT GUARANTOR

TC GROUP, L.L.C.

By: TCG Holdings, L.L.C., its managing member

By: /s/ Daniel A. D'Aniello
Name: Daniel A. D'Aniello
Title: Managing Director

ADMINISTRATIVE AGENT

CITIBANK, N.A., as Administrative Agent

By /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

LENDERS

CITIBANK, N.A.

By /s/ Michael Vondriska
Name: Michael Vondriska
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By /s/ Matthew Griffith
Name: Matthew Griffith
Title: Executive Director

BANK OF AMERICA, N.A.

By /s/ David Strickert
Name: David Strickert
Title: Managing Director

BARCLAYS BANK PLC

By /s/ Diane Rolfe
Name: Diane Rolfe
Title: Director

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By /s/ John D. Toronto
Name: John D. Toronto
Title: Managing Director

By /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Associate

DEUTSCHE BANK AG NEW YORK BRANCH

By /s/ Evelyn Thierry
Name: Evelyn Thierry
Title: Director

By /s/ Marcus M. Tarkington
Name: Marcus M. Tarkington
Title: Director

GOLDMAN SACHS BANK, USA

By /s/ Mark Walton
Name: Mark Walton
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.

By /s/ Michael King
Name: Michael King
Title: Authorized Signatory

SOCIETE GENERALE

By /s/ Edith Hornick
Name: Edith Hornick
Title: Managing Director

UBS LOAN FINANCE LLC

By /s/ Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

By /s/ Christopher Gomes
Name: Christopher Gomes
Title: Associate Director

SILICON VALLEY BANK

By /s/ Jesse Hurley
Name: Jesse Hurley
Title: VP

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our reports dated September 6, 2011 for The Carlyle Group L.P. and Carlyle Group, in Amendment No. 3 to the Registration Statement (Form S-1 No. 333-176685) and related Prospectus of The Carlyle Group L.P. for the registration of common units representing limited partner interests.

/s/ Ernst & Young LLP

McLean, VA
February 9, 2012

Exhibit 23.2

Consent of Independent Auditors

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated August 4, 2011, with respect to the consolidated balance sheet of AlpInvest Partners N.V. included in Amendment No. 3 to the Registration Statement (Form S-1 No. 333-176685) and related Prospectus of The Carlyle Group L.P. for the registration of common units representing limited partner interests.

Amsterdam, The Netherlands, February 10, 2012
/s/ Ernst & Young Accountants LLP

CARLYLE GROUP MANAGEMENT L.L.C.

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Dated as of _____, 2012

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of CARLYLE GROUP MANAGEMENT L.L.C. (the "Company"), dated as of _____, 2012, by and among the Members of the Company on the date hereof, and such other persons that are admitted to the Company as members of the Company after the date hereof in accordance herewith.

WHEREAS, the Company was formed under the LLC Act (defined below) pursuant to a certificate of formation filed in the office of the Secretary of State of the State of Delaware on July 18, 2011;

WHEREAS, the original limited liability company agreement of the Company was executed as of July 18, 2011 (the "Original Operating Agreement"); and

WHEREAS, the parties to the Original Operating Agreement and the other parties hereto now wish to amend and restate the Original Operating Agreement in its entirety as more fully set forth below.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

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

"Affiliate" when used with reference to another person means any person (other than the Company), directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, such other person.

"Agreement" means this Amended and Restated Limited Liability Company Agreement, as it may be further amended and/or restated from time to time.

"Board" has the meaning set forth in Section 3.1(a).

"Capital Contribution" means, with respect to any Member, the aggregate amount of money contributed to the Company and the value of any property (other than money), net of any liabilities assumed by the Company upon contribution or to which such property is subject, contributed to the Company pursuant to Article V or pursuant to the Original Operating Agreement.

"Carlyle Entity" has the meaning set forth in Section 3.3.

"Carlyle Entity Governing Agreement" has the meaning set forth in Section 3.3.

"Company" has the meaning set forth in the preamble hereto.

"Consenting Parties" has the meaning set forth in Section 9.1(a).

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

"Contingencies" has the meaning set forth in Section 8.2.

"Controlled Entity" when used with reference to a person means any person controlled by such person.

"Covered Person" means (i) any Member or any of such Member's representatives or agents, (ii) any Director or Officer, or (iii) any person who is or was serving at the request of a Member, Director or Officer as a director, officer, employee, trustee, fiduciary, partner, member, representative, agent or advisor of another Person.

"Delaware General Corporation Law" means the General Corporation Law of the State of Delaware, 8 Del. C. § 101, et seq., as it may be amended from time to time, and any successor statute thereto.

"Directors" has the meaning set forth in Section 3.1(a).

"Dispute" has the meaning set forth in Section 9.1(a).

"Fiscal Year" means (i) the period commencing upon the formation of the Company and ending on December 31, 2011 or (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31; or any other period chosen by the Board.

"Fund" means any fund, investment vehicle or account whose investments are managed or advised by the Issuer (if any) or an Affiliate thereof.

"Incompetence" means, with respect to any Member, the entry by a court of competent jurisdiction of an order or judgment adjudicating such Member incompetent to manage his person or his property.

"Interest" means a limited liability company interest (as defined in § 18-101(8) of the LLC Act) in the Company.

"Issuer" The Carlyle Group L.P., a Delaware limited partnership, and any successor thereto.

"Issuer Limited Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership of the Issuer dated on or about the date hereof, as it may be further amended, supplemented or otherwise modified from time to time.

"LLC Act" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as it may be amended from time to time, and any successor statute thereto.

"Majority in Interest" means with respect to the Members, the Voting Percentages of one or more Members which taken together exceed 50% of the aggregate of all Voting Percentages of all Members.

"Member" means any person who is admitted to the Company as a member of the Company. For purposes of the LLC Act, the Members shall be considered a single class or group of members, and except as otherwise specifically provided herein, no Members shall have any right to vote as a separate class on any matter relating to the Company, including, but not limited to, any merger, reorganization, conversion, dissolution or liquidation of the Company.

"Officers" has the meaning set forth in Section 3.2.

"Original Operating Agreement" has the meaning set forth in the recitals hereto.

"Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, 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).

"Sharing Percentage" has the meaning set forth in Section 6.1.

"Voting Percentage" means with respect to any Member as of any date, the ratio (expressed as a percentage) of (x) the total number of Common Units and Carlyle Holdings Partnership Units (as such terms are defined in the Issuer Limited Partnership Agreement) held by such Member (whether such units are vested or unvested) on such date to (y) the total number of Common Units and Carlyle Holdings Partnership Units held by all Members of the Company (whether such units are vested or unvested) on such date. For purposes of the foregoing calculation a Member shall be deemed to hold Common Units and Carlyle Holdings Partnership Units that are (1) deliverable to such Member pursuant to awards made under equity plans of the Issuer or its subsidiaries (whether such awards are vested or unvested) or (2) held by any estate, family limited liability company, family limited partnership or inter vivos or testamentary trust that is designated as a "Personal Planning Vehicle" of such Member in the books and records of the Company. The aggregate Voting Percentages of all Members of the Company shall equal 100% at all times. For the avoidance of doubt, a Withdrawn Member has no Voting Percentage and is not a Member.

"Withdraw" or "Withdrawal" with respect to a Member means a Member ceasing to be a member of the Company for any reason (including death, Incompetence, retirement or resignation or removal in accordance with this Agreement, whether such is voluntary or involuntary), unless the context shall limit the type of withdrawal to a specific reason, and "Withdrawn" with respect to a Member means, as aforesaid, a Member who has ceased to be a member of the Company.

"Withdrawn Member" means a Member whose interest in the Company has been terminated for any reason, including the occurrence of an event specified in Section 7.2, and shall include, unless the context requires otherwise, the estate or legal representatives of any such Member.

1.2 Terms Generally. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The term "person" includes individuals, partnerships (including limited liability partnerships), companies (including limited liability companies), joint ventures, corporations, trusts, governments (or agencies or political subdivisions thereof), nonprofit entity and other associations, entities and enterprise. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE II

GENERAL PROVISIONS

2.1 Members. The Members as of the date hereof are those persons identified as Members in the books and records of the Company. The books and records of the Company contain the Sharing Percentage of each Member as of the date hereof. The books and records of the Company shall be amended from time to time to reflect changes to the Sharing Percentages, the admission and Withdrawal of Members and the transfer or assignment of Interests pursuant to the terms of this Agreement. Additional persons may be admitted to the Company as Members from time to time on such terms and conditions and with such Sharing Percentages as may be agreed by Members then holding a Majority in Interest.

2.2 Formation; Name; Foreign Jurisdictions. The name of the Company shall be Carlyle Group Management L.L.C. or such other name as the Board may from time to time hereafter designate. The certificate of formation of the Company may be amended and/or restated from time to time by a Director, as an "authorized person" of the Company (within the meaning of the LLC Act), upon approval by the Board or by the Members then holding a Majority in Interest. Each Director and each of the Chief Operating Officer, the Chief Financial Officer, the General Counsel and the Corporate Secretary is further authorized to execute, deliver and file (i) as an "authorized person" within the meaning of the LLC Act any other certificates (and any corrections, amendments and/or restatements thereof) permitted or required to be filed in the office of the Secretary of State of the State of Delaware and (ii) any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

2.3 Term. The term of the Company shall continue until the Company is dissolved and its affairs are wound up in accordance with this Agreement.

2.4 Purposes; Powers. (a) The Company was formed for the object and purpose of, and the nature and character of the business to be conducted by the Company shall be, directly or indirectly through subsidiaries or affiliates, (i) to serve as the general partner of the Issuer and to execute and deliver, and to perform the functions of a general partner of the Issuer specified in, the Issuer Limited Partnership Agreement and to do all things necessary,

desirable, convenient or incidental thereto and (ii) to engage in any lawful act or activity for which limited liability companies may be formed under the LLC Act.

(b) Subject to the limitations set forth in this Agreement, the Company will possess and may exercise all of the powers and privileges granted to it by the LLC Act including, without limitation, the ownership and operation of the assets owned by the Company, by any other law or this Agreement, together with all powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the purpose of the Company set forth in Section 2.4(a).

2.5 Place of Business. The Company shall maintain a registered office at The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The Company shall maintain an office and principal place of business at such place or places as the Board specifies from time to time and as set forth in the books and records of the Company. The name and address of the Company's registered agent is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The Board may from time to time change the registered agent or registered office of the Company in the State of Delaware by an amendment to the certificate of formation of the Company, and upon the filing of such an amendment, this Agreement shall be deemed amended accordingly.

ARTICLE III

MANAGEMENT

3.1 Board of Directors.

(a) Except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed by or under the direction of a committee of the Company (the "Board") consisting of one or more natural persons designated as directors of the Company as provided below ("Directors"). A Director shall be a "manager" of the Company within the meaning of the LLC Act. Except as otherwise specifically provided in this Agreement, no Member, by virtue of its status as such, shall have any management power over the business and affairs of the Company or actual or, to the fullest extent permitted by law, apparent, authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Company. Except as otherwise specifically provided in this Agreement, the authority and functions of the Board shall be identical to the authority and functions of the board of directors of a corporation organized under the Delaware General Corporation Law. In addition to the powers that now or hereafter can be granted to managers under the LLC Act and to all other powers granted under any other provision of this Agreement, but subject to the provisions of this Agreement, the Board shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Company, and to exercise all powers and effectuate the purposes set forth in this Agreement.

(b) At the time of the execution of this Agreement, the number of Directors that constitute the whole Board is three, and the Directors are William E. Conway, Jr., Daniel A. D'Aniello and David M. Rubenstein. Except as provided in Section 3.1(k), Members then holding a Majority in Interest shall have full authority to determine from time to time the

number of Directors to constitute the Board and the term of office (if any) in connection therewith. Except as provided in Section 3.1(k), Members then holding a Majority in Interest shall have full authority to appoint such individuals to be Directors as they shall choose in their discretion, and to remove and replace any Director, with or without cause, at any time and for any reason or no reason, and to fill any positions created by the Board as a result of an increase in the size of the Board or vacancies. Each Director appointed shall hold office until a successor is appointed and qualified or until such Director's earlier death, resignation or removal. Directors need not be Members.

(c) Any Director may resign at any time by giving notice of such Director's resignation in writing or by electronic transmission to the Members or the Chairman of the Board or the Secretary of the Company. Any such resignation shall take effect at the time specified therein, or if the time when it shall become effective shall not be specified therein, then it shall take effect immediately upon its receipt by the Company. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) The Board shall have the authority to fix the compensation of Directors or to establish policies for the compensation of Directors and for the reimbursement of expenses of Directors, in each case, in connection with services provided by Directors to the Company. The Directors may be paid their expenses, if any, at meetings of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary as Director. No such payment shall preclude any Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings, or their service as committee members may be compensated as part of their stated salary as a Director.

(e) The Board may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman of the Board on 10 days' notice to each other Director, either in person or by telephone or by mail, telegram, telex, cable, electronic mail or other form of recorded or electronic communication, or upon a resolution adopted by the Board, or on such shorter notice as the Chairman of the Board may deem necessary or appropriate in the circumstances. The Board may appoint one or more of its members to serve as "Chairman" or "Vice Chairman." At the time of the execution of this Agreement, the Chairman of the Board is Daniel A. D'Aniello. At each meeting of the Board, the Chairman of the Board or, in the Chairman of the Board's absence, the Vice Chairman of the Board or, in the Vice Chairman of the Board's absence, a Director chosen by a majority of the Directors present, shall act as chairman of the meeting.

(f) At all meetings of the Board, a majority of the then total number of Directors shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If a Director abstains from voting on any matter in which he or she has

a conflict of interest, the vote of a majority of the then total number of Directors present who have not so abstained shall be the act of the Board.

(g) Directors, or members of any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or other communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or other communications equipment that allows all persons participating in the meeting to hear each other, the meeting shall be deemed to be held at the principal place of business of the Company.

(h) Any action required or permitted to be taken at any meeting by the Board or any committee thereof, as the case may be, may be taken without a meeting if a consent or consents thereto is signed or transmitted electronically, as the case may be, by all members of the Board or of such committee, as the case may be, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or such committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

(i) The Board may, by resolution or resolutions passed by a majority of the then total number of members of the Board, designate one or more committees, each committee to consist of one or more of the Directors of the Company, which, to the extent provided in such resolution or resolutions, shall have and may exercise, subject to the provisions of this Agreement, the powers and authority of the Board granted hereunder. Unless the Board shall otherwise provide (in the charter of any such committee or otherwise), a majority of all the members of any such committee may determine its action and fix the time and place, if any, of its meetings and specify what notice thereof, if any, shall be given. The Board shall have power to change the members of any such committee at any time, to fill vacancies and to discharge any such committee, either with or without cause, at any time. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Unless the Board shall otherwise provide (in the charter of any such committee or otherwise), in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Unless the Board shall otherwise provide (in the charter of any such committee or otherwise), each committee shall keep regular minutes of its meetings and report the same to the Board when required.

(j) To the extent of their powers set forth in this Agreement, the Directors are agents of the Company for the purpose of the Company’s business, and the actions of the Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the LLC Act, except as provided in this Agreement or in a resolution of the Directors, a Director may not bind the Company.

(k) (i) Notwithstanding anything otherwise to the contrary herein, during any period in which the limited partners of the Issuer are entitled to elect the members of the Board pursuant to Section 7.13 and Section 13.4(b) of the Issuer Limited Partnership Agreement, the method for nominating, electing and removing Directors and the term office of the Directors shall be as otherwise provided in the Issuer Limited Partnership Agreement and the Board shall have the full authority to determine from time to time the number of Directors to constitute the Board. The Members, the Directors and the Company shall use their commercially reasonable best efforts to take such action as shall be necessary or appropriate to give effect to and implement the provisions of Section 13.4(b) of the Issuer Limited Partnership Agreement as adopted in this Section 3.1(k) and the Members may, but shall not be under any obligation to, transfer their Interests to a corporate trustee.

(ii) The Members and the Company hereby adopt as part of the terms of this Agreement, and agree to be bound by, Section 13.4(b) of the Issuer Limited Partnership Agreement as if such section were set forth in full herein and hereby delegate to the limited partners of the Issuer, subject to the conditions provided in the Issuer Limited Partnership Agreement, the right to nominate, elect and remove Directors in the circumstances determined by and otherwise in accordance with Section 13.4(b) of the Issuer Limited Partnership Agreement. Such delegation shall not cause any Member to cease to be a member of the Company and shall not constitute a delegation of any other rights, powers, privileges or duties of the Members with respect to the Company. A Director need not be a Member or a limited partner of the Issuer. Notwithstanding any other provision of this Agreement, the Company, and the Board on behalf of the Company, shall not amend Sections 7.13 or 13.4(b) of the Issuer Limited Partnership Agreement without the consent of TCG Partners (as defined in the Issuer Limited Partnership Agreement).

(iii) The limited partners of the Issuer shall not, as a result of exercising the rights granted under Section 13.4(b) of the Issuer Limited Partnership Agreement, be deemed to be Members or holders of Interests as such terms are defined in this Agreement or to be "members," "managers" or holders of "limited liability company interests" of the Company as such terms are defined in the LLC Act. The exercise by a limited partner of the Issuer of the right to elect Directors and any other rights afforded to such limited partner hereunder and under Section 13.4(b) of the Issuer Limited Partnership Agreement shall be in such limited partner's capacity as a limited partner of the Issuer, and no limited partner of the Issuer shall be liable for any debts, obligations or liabilities of the Company by reason of the foregoing.

3.2 Officers. The Board may from time to time as it deems advisable select one or more natural persons who are employees or agents of the Company and designate them as the "chairman" or "co-chairmen," or the "chief executive officer" or "co-chief executive officers" of the Company, and the Board and/or such chairman, co- chairmen, chief executive officer or co-chief executive officers may, from time to time as they deem advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (together with any such chairman, co-chairmen, chief executive officer or co-chief executive officers, the "Officers") and assign titles (including, without limitation, "chief operating officer," "chief financial officer," , "chief risk officer" "general counsel," "chief administrative officer," "chief compliance officer," "principal accounting officer," "chairman," "senior chairman," "vice chairman," "president," "vice president," "treasurer," "assistant

treasurer," "secretary," "assistant secretary," "general manager," "senior managing director," "managing director" and "director") to any such persons. Unless the Board decides otherwise, if the title is one commonly used for officers of a corporation incorporated under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. The Board may delegate to any Officer any of the Board's powers under this Agreement, including, without limitation, the power to bind the Company. Any delegation pursuant to this Section 3.2 may be revoked at any time by the Board. An Officer may be removed with or without cause by the Board, or except in the case of any chairman, co-chairman, chief executive officer or co-chief executive officer, by any chairman, co-chairman, chief executive officer or co-chief executive officer. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company.

3.3 Authorization. Notwithstanding any provision in this Agreement to the contrary, the Company, and any Officer on behalf of the Company, is hereby authorized, without the need for any further act, vote or consent of any Member or other Person (directly or indirectly through one or more other entities, in the name and on behalf of the Company, on its own behalf or in its capacity as general partner of the Issuer, or as general or limited partner, member or other equity owner of any Carlyle Entity (as hereinafter defined)) (i) to execute and deliver, and to perform the Company's obligations under, the Issuer Limited Partnership Agreement, including, without limitation, serving as a general partner thereof, (ii) to execute and deliver, and to cause the Issuer to perform its obligations under, the governing agreement, as amended, restated and/or supplemented (each a "Carlyle Entity Governing Agreement"), of any other partnership, limited liability company or other entity (each a "Carlyle Entity") of which the Issuer is or is to become a direct or indirect general or limited partner, member or other equity owner or manager, including without limitation, serving as a direct or indirect general or limited partner, member or other equity owner or manager of each Carlyle Entity, and (iii) to take any action, in the applicable capacity, contemplated by or arising out of this Agreement, the Issuer Limited Partnership Agreement or each Carlyle Entity Governing Agreement (and any amendment, restatement and/or supplement of any of the foregoing).

ARTICLE IV

EXCULPATION AND INDEMNIFICATION

4.1 Duties; Liabilities; Exculpation.

(a) This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Members, Directors or Officers or on their respective Affiliates. Notwithstanding any other provision of this Agreement or any duty otherwise existing at law or in equity, the Members, Directors and Officers shall, to the maximum extent permitted by law, including Section 18-1101(c) of the LLC Act, owe only such duties and obligations as are expressly set forth in this Agreement, and no other duties (including fiduciary duties), to the Company, the Members, the Directors, the Officers or any other person otherwise bound by this Agreement.

(b) To the extent that, at law or in equity, any Member, Director or Officer has duties (including fiduciary duties) and liabilities relating thereto to the Company or to a Member, Director or Officer, the Members, Directors or Officers acting under this Agreement will not be liable to the Company or to any Member, Director or Officer for their good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities relating thereto of any Member, Director or Officer otherwise existing at law or in equity, are agreed by the Members to replace to that extent such other duties and liabilities relating thereto of the Members, Directors or Officers.

(c) Notwithstanding any other provision of this Agreement, whether express or implied, to the fullest extent permitted by law, no Covered Person shall be liable to the Company or any other Member for any losses, claims, demands, damages, liabilities (joint or several), expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising as a result of any act or omission (in relation to the Company, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) of a Covered Person, or for any breach of contract (including breach of this Agreement) or any breach of duties (including breach of fiduciary duties) whether arising hereunder, at law, in equity or otherwise, unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Covered Person acted in bad faith or engaged in fraud or willful misconduct; provided that a person shall not be a Covered Person by reason of providing, on a fee-for-services basis or similar arm's-length compensatory basis, agency, advisory, consulting, trustee, fiduciary or custodial services.

(d) Each Covered Person shall be entitled to rely in good faith on the advice of legal counsel to the Company, accountants, other experts and financial or professional advisors, and no act or omission taken or suffered by any Covered Person on behalf of the Company or in furtherance of the interests of the Company in good faith in reliance upon and in accordance with the advice of such counsel, accountants, other experts and financial or professional advisors will be full justification for any such act or omission, and each Covered Person will be fully protected in so acting or omitting to act so long as such counsel, accountants, other experts and financial or professional advisors were selected with reasonable care.

(e) All decisions and determinations (howsoever described herein) to be made by the Members, the Board, any committee of the Board, any individual Director, Officer or Member, pursuant to this Agreement shall be made in their discretion. Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, whenever in this Agreement the Members, the Board, any committee of the Board, any individual Director, Officer or Member, are permitted or required to make a decision in their "discretion" or under a grant of similar authority or latitude, the Members, the Board or such committee of the Board, individual Director, Officer or Member, as the case may be, shall be entitled to consider only such interests and factors as they desire, including their own interests, and shall, to the fullest extent permitted by applicable law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or the Members.

4.2 Indemnification.

(a) Indemnification. To the fullest extent permitted by law, the Company shall indemnify any person (including such person's heirs, executors or administrators) who was or is made or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit, claim, demand or proceeding (brought in the right of the Company or otherwise), whether civil, criminal, administrative or investigative, and whether formal or informal, including appeals, by reason of the fact that such person, or a person for whom such person was the legal representative, is or was a Covered Person for and against all loss and liability suffered and expenses (including legal fees and expenses), judgments, fines and amounts paid in settlement reasonably incurred by such person in connection with such action, suit, claim, demand or proceeding, including appeals; provided that such person shall not be entitled to indemnification hereunder only to the extent such person's conduct constituted fraud, bad faith or willful misconduct. Notwithstanding the preceding sentence, except as otherwise provided in Section 4.2(c), the Company shall be required to indemnify a person described in such sentence in connection with any action, suit, claim, demand or proceeding (or part thereof) commenced by such person only if (x) the commencement of such action, suit, claim, demand or proceeding (or part thereof) by such person was authorized by the Board or Members then holding a Majority in Interest or (y) it is determined that such person was entitled to indemnification by the Company pursuant to Section 4.2(c). The Company shall not impose any additional conditions, other than those expressly set forth in this Agreement, to indemnification or the advancement of expenses and shall not seek or agree to any judicial or regulatory bar order that would prohibit a Covered Person entitled to indemnification or the advancement of expenses hereunder from enforcing such Covered Person's rights to such indemnification or advancement of expenses. The indemnification of a Covered Person of the type identified in clause (iii) of the definition of Covered Person shall be secondary to any and all indemnification to which such person is entitled from, firstly, the relevant other Person, and from, secondly, the relevant Fund (if applicable), and will only be paid to the extent the primary indemnification is not paid and the proviso set forth in the first sentence of this Section 4.2(a) does not apply; provided that such other Person and such Fund shall not be entitled to contribution or indemnification from or subrogation against the Company, unless otherwise mandated by applicable law. If, notwithstanding the foregoing sentence, the Company makes an indemnification payment or advances expenses to such a Covered Person entitled to primary indemnification, the Company shall be subrogated to the rights of such Covered Person against the Person or Persons responsible for the primary indemnification.

(b) Advancement of Expenses. To the fullest extent permitted by law, the Company shall promptly pay expenses (including legal fees and expenses) incurred by any person described in Section 4.2(a) in appearing at, participating in or defending any action, suit, claim, demand or proceeding in advance of the final disposition of such action, suit, claim, demand or proceeding, including appeals, upon presentation of an undertaking on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified under this Section 4.2 or otherwise. Notwithstanding the preceding sentence, except as otherwise provided in Section 4.2(c), the Company shall be required to pay expenses of a person described in Section 4.2(a) in connection with any action, suit, claim, demand or proceeding (or part thereof) commenced by such person only if (x) the

commencement of such action, suit, claim, demand or proceeding (or part thereof) by such person was authorized by the Board or Members then holding a Majority in Interest or (y) it is determined that such person was entitled to indemnification by the Company pursuant to Section 4.2(c).

(c) Unpaid Claims. If a claim for indemnification (following the final disposition of such action, suit, claim, demand or proceeding) or advancement of expenses under this Section 4.2 is not paid in full within thirty (30) days after a written claim therefor by any person described in Section 4.2(a) has been received by the Company, such person may file proceedings to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Company shall have the burden of proving that such person is not entitled to the requested indemnification or advancement of expenses under applicable law.

(d) Insurance. (i) (i)To the fullest extent permitted by law, the Company may purchase and maintain insurance on behalf of any person described in Section 4.2(a) against any liability asserted against such person, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Section 4.2 or otherwise.

(ii) In the event of any payment by the Company under this Section 4.2, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Covered Person with respect to any insurance policy. Each Covered Person agrees to execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights in accordance with the terms of such insurance policy. The Company shall pay or reimburse all expenses actually and reasonably incurred by the Covered Person in connection with such subrogation.

(iii) The Company shall not be liable under this Section 4.2 to make any payment of amounts otherwise indemnifiable hereunder (including, but not limited to, judgments, fines and amounts paid in settlement, and excise taxes with respect to an employee benefit plan or penalties) if and to the extent that the applicable Covered Person has otherwise actually received such payment under this Section 4.2 or any insurance policy, contract, agreement or otherwise.

(e) Enforcement of Rights. The provisions of this Section 4.2 shall be applicable to all actions, claims, suits or proceedings made or commenced on or after the date of this Agreement, whether arising from acts or omissions to act occurring on, before or after its adoption. The provisions of this Section 4.2 shall be deemed to be a contract between the Company and each person entitled to indemnification under this Section 4.2 (or legal representative thereof) who serves in such capacity at any time while this Section 4.2 and the relevant provisions of applicable law, if any, are in effect, and any amendment, modification or repeal hereof shall not affect any rights or obligations then existing with respect to any state of facts or any action, claim, suit or proceeding then or theretofore existing, or any action, suit, claim, demand or proceeding thereafter brought or threatened based in whole or in part on any such state of facts. The rights of indemnification provided in this Section 4.2 shall neither be

exclusive of, nor be deemed in limitation of, any rights to which any person may otherwise be or become entitled or permitted by contract, this Agreement, insurance or as a matter of law, both as to actions in such person's official capacity and actions in any other capacity, it being the policy of the Company that indemnification of any person whom the Company is obligated to indemnify pursuant to Section 4.2(a) shall be made to the fullest extent permitted by law.

(f) Benefit Plans. For purposes of this Section 4.2, references to "persons" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries.

(g) Non-Exclusivity. This Section 4.2 shall not limit the right of the Company (and the Board on behalf of the Company in its discretion), to the extent and in the manner permitted by law, to indemnify and to advance expenses to, and purchase and maintain insurance on behalf of, (i) persons other than persons described in Section 4.2(a), or (ii) Covered Persons in addition to the rights provided under this Agreement.

ARTICLE V

CAPITAL OF THE COMPANY

5.1 Initial Capital Contributions by Members. Each Member shall have made, on or prior to the date hereof, Capital Contributions and have acquired the number of Interests as specified in the books and records of the Company.

5.2 No Additional Capital Contributions. Except as otherwise provided in Article VII, no Member shall be required to make additional Capital Contributions to the Company without the consent of such Member or permitted to make additional Capital Contributions to the Company without the consent of the Members then holding a Majority in Interest.

5.3 Withdrawals of Capital. No Member may withdraw any Capital Contributions related to such Member's Interest from the Company, except with the consent of the Members then holding a Majority in Interest.

ARTICLE VI

PARTICIPATION IN THE COMPANY

6.1 Sharing Percentages. The Members then holding a Majority in Interest shall establish the sharing percentage (the "Sharing Percentage") of each Member for such annual accounting period taking into account such factors as such Members then holding a Majority in Interest deem appropriate. In addition, at any time and from time to time, the Members then holding a Majority in Interest may in their discretion modify the Sharing Percentages of any Member. In the case of the Withdrawal of a Member, such former Member's Sharing Percentage shall be allocated among the other Members proportionally in accordance

with such other Members' Sharing Percentages. In the case of the admission of any person to the Company as an additional Member, the Sharing Percentages of the other Members shall be reduced by an amount equal to the Sharing Percentage allocated to such new Member pursuant to Section 7.1(b); such reduction of each other Member's Sharing Percentage shall be *pro rata* based upon such Member's Sharing Percentage as in effect immediately prior to the admission of the new Member.

6.2 Liability of Members. Except to the extent required by the LLC Act, no Member shall be liable for any debt, obligation or liability of the Company or of any other Member solely by reason of being a member of the Company. In no event shall any Member or Withdrawn Member (i) be obligated to make any Capital Contribution or payment to or on behalf of the Company or (ii) have any liability to return distributions received by such Member from the Company, in each case except as otherwise provided in this Agreement or by the LLC Act, as such Member shall otherwise expressly agree in writing or as may be required by applicable law.

6.3 Distributions. The Company may make distributions of available cash (subject to reserves and other adjustments as provided herein) or other property to Members at such times and in such amounts as are determined by the Members then holding a Majority in Interest in their discretion. Distributions of cash or other property shall be made among the Members in accordance with their respective Sharing Percentages.

6.4 Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member if such distribution would violate Section 18-607 of the LLC Act or other applicable law.

ARTICLE VII

ADDITIONAL MEMBERS; WITHDRAWAL OF MEMBERS; SATISFACTION AND DISCHARGE OF COMPANY INTERESTS; TERMINATION

7.1 Additional Members. (a) At any time and from time to time the Members then holding a Majority in Interest shall have the right to admit one or more additional persons to the Company as Members. The Members then holding a Majority in Interest shall determine all terms of such additional Member's participation in the Company, including the additional Member's initial Capital Contribution (if any) and Sharing Percentage.

(b) The Sharing Percentage to be allocated to an additional Member as of the date such Member is admitted to the Company, together with the *pro rata* reduction in all other Members' Sharing Percentages as of such date, shall be established by the Members then holding a Majority in Interest pursuant to Section 6.1.

(c) The admission of an additional Member of the Company will be evidenced by the execution of a counterpart copy of this Agreement by or on behalf of such additional Member or as otherwise determined by the Members then holding a Majority in Interest.

7.2 Withdrawal of Members. (a) Any Member may Withdraw voluntarily from the Company on not less than 30 days' prior written notice by such Member to the Company (or on such shorter notice as may be mutually agreed between such Member and the Members then holding a Majority in Interest).

(b) Members then holding a Majority in Interest may, in their sole discretion, cause any Member to Withdraw from the Company; such Member, upon written notice by Members then holding a Majority in Interest to such Member, shall be deemed to have Withdrawn as of the date specified in such notice, which date shall be on or after the date of such notice.

(c) Upon the death or Incompetence of a Member, such Member shall thereupon be deemed to have Withdrawn.

(d) Upon the Withdrawal of any Member, including by the occurrence of any event under the LLC Act with respect to any Member that causes such Member to cease to be a member of the Company, such Member shall thereupon cease to be a Member, except as expressly provided herein.

(e) The Withdrawal from the Company of any Member shall not, in and of itself, affect the obligations of the other Members to continue the Company during the remainder of its term.

7.3 Interests of Members Not Transferable. No Member may sell, assign, pledge or otherwise transfer or encumber all or any portion of such Member's Interest other than as permitted by written agreement between such Member and the Company. No assignee, legatee, distributee, heir or transferee (by conveyance, operation of law or otherwise) of the whole or any portion of any Member's Interest shall have any right to be a Member without the prior written consent of the Members then holding a Majority in Interest, which may be given or withheld in their sole discretion.

7.4 Consequences to the Company upon Withdrawal of a Member. The Withdrawal of any Member shall not, in and of itself, dissolve the Company, and upon the occurrence of such event, the Company shall continue without dissolution with the surviving or remaining Members as members thereof in accordance with and subject to the terms and provisions of this Agreement if at the time of such Withdrawal there are one or more remaining Members (any and all such remaining Members being hereby authorized to continue the business of the Company without dissolution and hereby agreeing to do so).

7.5 Consequences to a Withdrawn Member.

(a) From and after the date of Withdrawal of the Withdrawn Member, the Withdrawn Member's Sharing Percentage shall be allocated among the other Members proportionally in accordance with their Sharing Percentages pursuant to Section 6.1.

(b) Upon the Withdrawal from the Company of a Member with respect to such Member's Interest, such Withdrawn Member thereafter shall not have any rights of a Member (including voting rights) with respect to such Member's Interest and shall not be

entitled to the fair value of such Member's Interest or any distribution in respect of such Member's Interest pursuant to Section 18-604 of the LLC Act.

(c) Each Member hereby irrevocably appoints each Director and Officer as such Member's true and lawful agent, representative and attorney-in-fact, each acting alone, in such Member's name, place and stead, to make, execute, sign and file, on behalf of such Member, any and all agreements, instruments, documents and certificates which such Director or Officer deems necessary or advisable in connection with any transaction or matter contemplated by or provided for in this Section 7.5, including, without limitation, the performance of any obligation of such Member or the Company or the exercise of any right of such Member or the Company. Such power of attorney is coupled with an interest and shall survive and continue in full force and effect notwithstanding the Withdrawal from the Company of any Member for any reason and shall not be affected by the death, disability or incapacity of such Member.

ARTICLE VIII

DISSOLUTION

8.1 Dissolution.The Company shall be dissolved, and its affairs shall be wound up, upon the first to occur of the following: (i) the determination of the Members then holding a Majority in Interest at any time upon not less than 60 days' notice of the dissolution date to the other Members, (ii) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the LLC Act or (iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the LLC Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company (other than upon continuation of the Company without dissolution upon (i) an assignment by the last remaining member of the Company of all of its limited liability company interest in the Company and the admission of the transferee pursuant to this Agreement), to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of such member in the Company.

8.2 Final Distribution. Upon dissolution, the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed. The assets of the Company shall be applied and distributed in the following order:

(i) First, to the satisfaction of debts and liabilities of the Company (including satisfaction of all indebtedness to Members and/or their Affiliates to the extent otherwise permitted by law) including the expenses of liquidation, and including the establishment of any reserves which the Members then holding a Majority in Interest

shall deem reasonably necessary for any contingent, conditional or unmatured contractual liabilities or obligations of the Company ("Contingencies"). Any such reserves may be paid over by the Company to any attorney-at-law, or acceptable party, as escrow agent, to be held for disbursement in payment of any Contingencies and, at the expiration of such period as shall be deemed advisable by the Board for application of the balance in the manner provided in this Section 8.2; and

(ii) The balance, if any, to the Members, *pro rata* to each of the Members in accordance with their Sharing Percentages.

The Board shall be the liquidators. In the event that the Board is unable to serve as liquidators, a liquidating trustee shall be chosen by the Members then holding a Majority in Interest.

ARTICLE IX

MISCELLANEOUS

9.1 Dispute Resolution.

(a) The Company, each Member, each other person who acquires an Interest and each other person who is bound by this Agreement (collectively, the "Consenting Parties" and each a "Consenting Party") (i) irrevocably agrees that, unless the Members then holding a Majority in Interest shall otherwise agree in writing, any and all disputes which cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) (a "Dispute") shall be finally settled by arbitration conducted by three arbitrators (or, in the event the amount of quantified claims and/or estimated monetary value of other claims contained in the applicable request for arbitration is less than $3.0 million, by a sole arbitrator) in Wilmington, Delaware in accordance with the Rules of Arbitration of the International Chamber of Commerce (including the rules relating to costs and fees) existing on the date of this Agreement except to the extent those rules are inconsistent with the terms of this Section 9.1, and that such arbitration shall be the exclusive manner pursuant to which any Dispute shall be resolved; (ii) agrees that this Agreement involves commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq., and any applicable treaties governing the recognition and enforcement of international arbitration agreements and awards; (iii) agrees to take all steps necessary or advisable, including the execution of documents to be filed with the International Court of Arbitration or the International Centre for ADR in order to properly submit any Dispute for arbitration pursuant to this Section 9.1; (iv) irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter have to the submission of any Dispute for arbitration pursuant to this Section 9.1 and any right to lay claim to jurisdiction in any venue; (v) agrees that (A) the arbitrator(s) shall be U.S. lawyers, U.S. law professors and/or retired U.S. judges and all arbitrators, including the president of the arbitral tribunal, may be U.S. nationals and (B) the arbitrator(s) shall conduct the proceedings in the English language; (vi) agrees that except as required by law (including any disclosure requirement to which the Company may be subject under any securities law, rule or regulation or applicable securities

exchange rule or requirement) or as may be reasonably required in connection with ancillary judicial proceedings to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm or challenge an arbitration award, the arbitration proceedings, including any hearings, shall be confidential, and the parties shall not disclose any awards, any materials in the proceedings created for the purpose of the arbitration, or any documents produced by another party in the proceedings not otherwise in the public domain; (vii) agrees that performance under this Agreement shall continue if reasonably possible during any arbitration proceedings; and (viii) agrees that if a Dispute that would be arbitrable under this Agreement if brought against a Consenting Party is brought against an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates (other than Disputes brought by the employer or principal of any such employee, officer, director or, agent or indemnitee) for alleged actions or omissions of such employee, officer, director, agent or indemnitee undertaken as an employee, officer, director, agent or indemnitee of such Consenting Party or its affiliates, such employee, officer, director, agent or indemnitee shall be entitled to invoke this arbitration agreement. For the avoidance of doubt, neither the Issuer nor any limited partner of the Issuer in his, her or its capacity as such shall be deemed to be a Consenting Party for the purpose of this Section 9.1.

(b) Notwithstanding the provisions of paragraph (a), any Consenting Party may bring an action or special proceeding for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, or enforcing an arbitration award and, for the purposes of this paragraph (b), each Consenting Party (i) irrevocably agrees that, unless the Members then holding a Majority in Interest consent in writing to the selection of an alternative forum, any such action or special proceeding shall be exclusively brought in the Court of Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction; (ii) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such action or special proceeding; (iii) irrevocably agrees not to, and waives any right to, assert in any such action or special proceeding that (A) it is not personally subject to the jurisdiction of such courts or any other court to which proceedings in such courts may be appealed, (B) such action or special proceeding is brought in an inconvenient forum, or (C) the venue of such action or special proceeding is improper; (iv) expressly waives any requirement for the posting of a bond by a party bringing such action or special proceeding; (v) consents to process being served in any such action or special proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such service shall constitute good and sufficient service of process and notice thereof; provided that nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law; (vi) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING; and (vii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate.

(c) If the arbitrator(s) shall determine that any Dispute is not subject to arbitration, or the arbitrator(s) or any court or tribunal of competent jurisdiction shall refuse to enforce any provision of Section 9.1(a) or shall determine that any Dispute is not subject to arbitration as contemplated thereby, then, and only then, shall the alternative provisions of this Section 9.1(c) be applicable. Each Consenting Party, to the fullest extent permitted by law, (i) irrevocably agrees that unless the Members then holding a Majority in Interest consent in writing to the selection of an alternative forum, any Dispute shall be exclusively brought in the Court of

Chancery of the State of Delaware or, if such court does not have subject matter jurisdiction thereof, any other court located in the State of Delaware with subject matter jurisdiction over such Dispute; (ii) irrevocably submits to the exclusive jurisdiction of such courts in connection with any such claim, suit, action or proceeding; (iii) irrevocably agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of such courts or any other court to which proceedings in such courts may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper; (iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; (v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such service shall constitute good and sufficient service of process and notice thereof; provided that nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law; and (vi) IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUCH CLAIM, SUIT, ACTION OR PROCEEDING; and (vii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate. The parties acknowledge that the fora designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another.

9.2 Amendments and Waivers.

(a) This Agreement may be amended, supplemented, waived or modified at any time and from time to time only by the written consent of the Members then holding a Majority in Interest and any such amendment, supplement, waiver or modification shall not require the consent of any other person (including any other Member).

(b) No failure or delay by any party in exercising any right, power or privilege hereunder (other than a failure or delay beyond a period of time specified herein) 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) Except as may be otherwise required by law in connection with the winding-up, liquidation, or dissolution of the Company, each Member hereby irrevocably waives any and all rights that it may have to maintain an action for judicial accounting or for partition of any of the Company's property.

9.3 Voting; Member Meetings; Member Approval.

(a) Any action required or permitted to be taken by the Members may be taken at a meeting within or outside the State of Delaware. Meetings of the Members may be called by the Board or the Members then holding a Majority in Interest. In all matters in which a vote, approval or consent of the Members is required, a vote, consent or approval of Members holding a Majority in Interest (or, if a Member is in material breach of this Agreement, a Majority in Interest of all Members not in material breach of this Agreement) shall be sufficient

to authorize or approve such acts, except as otherwise provided herein or in the LLC Act, as applicable.

(b) Notice of any meetings of the Members shall be delivered in the manner set forth in Section 9.7 and shall specify the purpose or purposes for which the meeting is called. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

(c) The Members then holding a Majority in Interest, present in person or represented by proxy, shall constitute a quorum for transaction of business at any meeting of the Members, provided that if the Members then holding a Majority in Interest are not present at said meeting, the holders of a majority of the Voting Percentages present in person or represented by proxy may adjourn the meeting at any time without further notice.

(d) Any action required or permitted to be taken at any meeting by the Members may be taken without a meeting, without a vote and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the Members then holding a Majority in Interest.

(e) The Members may participate in and act at any meeting of Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Member or Members so participating.

9.4 Letter Agreements; Schedules. The Members then holding a Majority in Interest may, or may cause the Company to, without the approval of any other person, enter into separate letter agreements with individual Members with respect to Sharing Percentages, Capital Contributions or any other matter, in each case on terms and conditions not inconsistent with this Agreement, which have the effect of establishing rights under, or supplementing, the terms of, this Agreement. The Company may from time to time execute and deliver to the Members schedules which set forth the then current Capital Contributions and Sharing Percentages of the Members and any other matters deemed appropriate by the Members then holding a Majority in Interest. Such schedules shall be for information purposes only and shall not be deemed to be part of this Agreement for any purpose whatsoever.

9.5 Governing Law; Separability of Provisions. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. In particular, the Company has been formed pursuant to the LLC Act, and the rights and liabilities of the Members shall be as provided therein, except as herein otherwise expressly provided. If any provision of this Agreement shall be held to be invalid, such provision shall be given its meaning to the maximum extent permitted by law and the remainder of this Agreement shall not be affected thereby.

9.6 Successors and Assigns. This Agreement shall be binding upon and shall, subject to the provisions of Article VII, inure to the benefit of the parties hereto, their

respective heirs and personal representatives, and any estate, trust, partnership or limited liability company or other similar entity of which any such person is a trustee, partner, member or similar party which is or becomes a party hereto; provided that no person claiming by, through or under a Member (whether such Member's heir, personal representative or otherwise), as distinct from such Member itself, shall have any rights as, or in respect to, a Member (including the right to approve or vote on any matter or to notice thereof) except the right to receive only those distributions expressly payable to such person pursuant to Article VI. Any Member or Withdrawn Member shall remain liable for the obligations under this Agreement of any transferee of all or any portion of such Member's or Withdrawn Member's Interest, unless waived by the Members then holding a Majority in Interest. Nothing in this Agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, on any Person other than the Members and their respective legal representatives, heirs, successors and permitted assigns and the Covered Persons, and solely for the purposes of Section 9.1, any employee, officer, director, agent or indemnitee of a Consenting Party, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any such other Person, and no such other Person shall be an intended third-party beneficiary of any provision of this Agreement.

9.7 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, by registered or certified mail (postage prepaid) or by any communication permitted by the LLC Act to the respective parties at the addresses shown in the Company's books and records (or at such other address for a party as shall be specified in any notice given in accordance with this Section 9.7).

9.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute a single instrument.

9.9 Power of Attorney. Each Member hereby irrevocably appoints each of the Directors and each of the Chief Operating Officer, the Chief Financial Officer, the General Counsel and the Corporate Secretary, as such Member's true and lawful representative and attorney-in-fact, each acting alone, in such Member's name, place and stead, to make, execute, sign and file all instruments, documents and certificates which, from time to time, may be required to set forth any amendment to this Agreement or may be required by this Agreement or by the laws of the United States of America, the State of Delaware or any other state in which the Company shall determine to do business, or any political subdivision or agency thereof, to execute, implement and continue the valid and subsisting existence of the Company. Such power of attorney is coupled with an interest and shall survive and continue in full force and effect notwithstanding the subsequent Withdrawal from the Company of any Member for any reason and shall not be affected by the subsequent disability or incapacity of such Member.

9.10 Cumulative Remedies. Rights and remedies under this Agreement are cumulative and do not preclude use of other rights and remedies available under applicable law.

9.11 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than

those expressly set forth or referred to herein. Subject to Section 9.4, this Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

9.12 Classification as a Corporation. The Company shall elect to be classified as a corporation under Section 7701(a)(3) of the Internal Revenue Code and Treas. Reg. §301.7701-2(b).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement effective as of the day and year first above written.

MEMBERS:

William E. Conway, Jr.

Daniel A. D'Aniello

David M. Rubenstein

All Members listed on Schedule I attached hereto.

By: _____
Name: Daniel A. D'Aniello
Title: Attorney-in-fact

February 13, 2012

VIA COURIER AND EDGAR

Re: The Carlyle Group L.P.
Registration Statement on Form S-1
File No. 333-176685

Chambre Malone, Esq.
Division of Corporation Finance
Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Dear Ms. Malone:

On behalf of The Carlyle Group L.P., we hereby transmit via EDGAR for filing with the Securities and Exchange Commission Pre-Effective Amendment No. 3 to the above-referenced Registration Statement relating to the offering of its common units representing limited partner interests, marked to show changes from Amendment No. 2 as filed on January 10, 2012. The Registration Statement has been revised in response to the Staff's comments and to reflect certain other changes.

In addition, we are providing the following responses to your comment letter, dated February 3, 2012, regarding the Registration Statement. To assist your review, we have retyped the text of the Staff's comments in italics below. Please note that all references to page numbers

in our responses refer to the page numbers of Amendment No. 3. The responses and information described below are based upon information provided to us by Carlyle.

General

1. *We note that you have amended your limited partnership agreement to require individual arbitration of any disputes relating to the agreement or the common units, including disputes arising under the federal securities laws. We have also reviewed the supplemental information counsel provided to us regarding this issue. In a phone call on February 1, 2012, we advised counsel that the Division of Corporation Finance does not anticipate that it will exercise its delegated authority to accelerate the effective date of your registration statement if your limited partnership agreement includes such a provision, so that the Commission would need to make any decision on a request for acceleration. Based on an article published today by Bloomberg, we understand that you have announced that you have decided to withdraw the proposed arbitration provision. Please confirm to us whether you intend to amend your limited partnership agreement to remove the mandatory individual arbitration provision.*

   Carlyle confirms that the limited partnership agreement of The Carlyle Group L.P. has been revised to remove the provisions requiring arbitration of disputes.

Prospectus cover page

2. *We note your disclosure that the limited partnership agreement "reduces or eliminates" duties owed by your general partner and "restricts the remedies" available to common unitholders. In view of the various provisions of your partnership agreement, including in particular Section 7.9, it is unclear what duties and remedies have not been eliminated. Please ensure that your prospectus clearly describes what duties and remedies remain or have been reduced, or revise your disclosure to clearly state that they have been eliminated.*

   Carlyle advises the Staff that it has enhanced the disclosure under the caption "Conflicts of Interest and Fiduciary Responsibilities" on pages 268 and 271 — 272 to clarify that the partnership agreement contains provisions that eliminate the fiduciary duties that otherwise would be owed by its general partner to the common unitholders and the partnership at law or in equity, and consequently, that its general partner will only be subject to the contractual duties set forth in the partnership agreement and to the implied contractual covenant of good faith and fair dealing.

Our Business, page 2

3. *We note your response to prior comment 2. Notwithstanding your cross-reference to your cash distributions and the difference between Distributable*

Earnings and such cash distributions for each period presented, please also disclose your actual distributions to provide sufficient prominence of these amounts.

Carlyle has revised the tables on page 3 of Amendment No. 3 to disclose cash distributions pursuant to U.S. GAAP for each period presented.

Demonstrated Record of Investment Performance, page 7

4. *We note your response to prior comment 4. Please also disclose how you determine when the total amount of proceeds received in respect of such investment represents a substantial majority of the invested capital.*

   Carlyle has enhanced the disclosure on pages 8, 141, 142, 153, 154 and 218 to clarify that an investment is considered partially realized when the total proceeds received in respect of such investment, including dividends, interest or other distributions and/or return of capital, represents at least 85% of invested capital and such investment is not yet fully realized.

Our Current Organizational Structure, page 11

5. *In addition to our comment below regarding the votes represented by the special voting unit, please clarify here whether there is any distinction between the "existing owners" described here and the "limited partners" of Carlyle Holdings.*

   Carlyle advises the Staff that at the time of the offering its existing owners will be the only limited partners of the Carlyle Holdings partnerships. Carlyle has revised pages 12 and 81 to so clarify.

Certain Corporate Governance Considerations, page 15

6. *Please revise to provide separate descriptive subheadings for the items you discuss in this section. We believe this revision will aid in highlighting for investors the key areas of your discussion. Please refer to Instruction 1 to Item 503 of Regulation S-K.*

   Carlyle has revised pages 16 — 17 of Amendment No. 3 to provide separate descriptive subheadings for the items discussed under "Summary—Organizational Structure—Certain Corporate Governance Considerations."

7. *Please clarify your explanation of common unitholders' rights to vote in the election of the board of directors of your general partner. The current disclosure is very detailed, and assumes that investors already have a thorough understanding of the structure of the company and Carlyle Holdings. We believe that additional context, focusing on the purpose or outcome of the detailed provisions would be helpful. For example, it should be clear:*

- *That in general, common unitholders will have no right to vote in the election of the board of directors of your general partner.*
- *That the general partner's board of directors will be elected under the terms of the general partner's LLC agreement.*
- *That the only exception giving common unitholders a right to vote in the election of the board of directors of your general partner would be if the existing owners held less than 10% of the voting power in Carlyle Group, L.P.*
- *That your existing owners' voting power in Carlyle Group, L.P. is represented by the special voting unit, which is voted by the Senior Carlyle Professionals.*

Please revise your disclosure here and elsewhere in the prospectus where similar disclosure appears.

Carlyle has revised pages 16, 17 and 84 of Amendment No. 3 to clarify and facilitate a reader's understanding of the aspects of its voting arrangements identified in the Staff's comment.

8. *Where you state that common unitholders have "only limited voting rights", please elaborate on what voting rights the common unitholders have. For clarity, this discussion should be distinct from the discussion of common unitholders' right to vote in the election of directors of the general partner. We assume that other voting rights the common unitholders have do not turn on whether the existing owners' 10% voting power condition is satisfied.*

Carlyle has revised pages 16, 87 and 88 of Amendment No. 3 to provide disclosure regarding the types of matters on which common unitholders will be entitled to vote.

9. *Where you describe the special voting unit, you state that it will contain the number of votes equal to Carlyle Holdings partnership units held by the limited partners of Carlyle Holdings. Please clarify whether these limited partners are the same as the "existing owners" that you describe under "Our Current Organizational Structure" on page 11. Also clarify whether there are any votes associated with the Carlyle Holdings partnership units that Carlyle Group L.P. owns indirectly. If so, please clarify who holds these votes, and whether they are included in the special voting unit.*

As noted above in response to the Staff's comment 5, Carlyle has revised the disclosure on pages 12 and 81 to clarify that at the time of the offering its

existing owners will be the only limited partners of the Carlyle Holdings partnerships. Carlyle also advises the Staff, and has revised the disclosure on pages 16 and 88 to so clarify, that the percentages of limited partner voting power in The Carlyle Group L.P. held by investors in the offering and by Carlyle's existing owners will correspond with the percentages of the Carlyle Holdings partnership units that will be held by The Carlyle Group L.P. through its wholly-owned subsidiaries, on the one hand, and by Carlyle's existing owners, on the other hand.

Cash Distribution Policy, page 91

10. *We note your response to prior comment 9. Please expand your disclosures to (i) separately present compensatory payments and distributions related to co-investments and (ii) explain for readers why you adjust for distributions related to co-investments and Mubadala.*

Carlyle has revised its disclosures on page 93 of Amendment No. 3 to separately present compensatory payments and distributions related to co-investments and has provided additional disclosures on page 92 of Amendment No. 3 related to the adjustments for co-investments and the Mubadala investment.

11. *We note your disclosure in the last paragraph on page 92 that historical cash distributions include compensatory payments and distributions in respect of co-investments made by the owners of the Parent Entities. Please explain to us the nature and components of the compensatory payments that you include and exclude from line items in the table on page 93. Please tell us whether the compensatory payments include all of the compensation elements that you include in the Summary Compensation Table on page 250, and whether compensatory payments are limited to those elements. For example, please clarify whether you view payments made in respect of carried interest allocated to the Senior Carlyle Professionals and other personnel who work in those operations, as well as carried interest and other income from which your founders and others benefit through their ownership interests in the Parent Entities as "compensatory payments." In this regard, we note that you intend to include the compensation expense associated with certain carried interest allocations on an accrual basis in your Summary Compensation Table. Please also clarify what other items make up the cash distributions, apart from compensatory payments and distributions related to co-investments.*

Carlyle advises the Staff that the compensatory payments that have been included and excluded from line items in the table on page 93 consist of, and are limited to, the compensation elements included in the Summary Compensation Table under "Executive Compensation" — base salaries, annual cash bonuses and allocations to individual professionals of carried interest at the fund level. (Carlyle notes, of course, that compensatory payments relating to these fund-level carried interest allocations are presented on an accrual basis in the

Summary Compensation Table and on a cash basis in the cash distribution table). As discussed below in response to the Staff's comment 26, the carried interest and other income that is allocated to and received by the Parent Entities, whether or not distributed to the named executive officers and the other equity owners of Carlyle in respect of their ownership interests in the Parent Entities, is not compensatory. Accordingly, cash distributions, net of compensatory payments, distributions related to co-investments and distributions related to the Mubadala investment, represent distributions sourced from the income of the Parent Entities, such as the net income of management fee-earning subsidiaries and the Parent Entities' share of the income of the fund general partners (which includes carried interest not allocated to investment professionals at the fund level). From and after the effectiveness of the IPO, such distributions will be made pursuant to the cash distribution policy described on pages 91 — 93, and shared by the holders of common units and the limited partners of the Carlyle Holdings partnerships, as described.

12. *Where you disclose cash distributions to your named executive officers net of compensatory payments and distributions in respect of co-investments, please disclose the amounts that represent the carried interest allocations distributed in cash to each named executive officer, and clarify whether those allocations are held directly by the named executive officers, or whether they flow through the Parent Entities.*

As noted above in the response to the Staff's comment 11, cash distributions related to allocations of carried interest at the fund level are one of the "compensatory payments" that have been excluded from the presentation of cash distributions to Carlyle's named executive officers, net of compensatory payments and distributions in respect of co-investments. Amounts relating to such fund-level carried interest allocations are presented, on an accrual basis, in the Summary Compensation Table as an element of compensation to those of Carlyle's named executive officers that receive such fund-level allocations. Carlyle respectfully submits that isolating and disclosing the portion of the cash distributions by the Parent Entities to any individual owner that was sourced from income derived by the Parent Entities from their residual interest in carried interest as opposed to other sources of Parent Entity income would not be meaningful to investors. Indeed, Carlyle believes such a presentation would be confusing and potentially misleading, since from and after the effectiveness of the IPO, distributions of carried interest retained by the firm will be made only pursuant to the cash distribution policy described on pages 91 — 93, proportionately to all holders of units in the Carlyle Holdings Partnerships, and will be intermingled with income from other sources (e.g., net management fees).

Assets Under Management, page 114

13. *We note your response to prior comment 12. You currently present subscriptions, net of redemptions as a line item in your rollforward of fee-earning AUM and AUM.*

Please further advise as to why you are not separately presenting redemptions as previously requested or revise your disclosures as necessary.

Carlyle advises the Staff that it has constructed the rollforwards of AUM and fee-earning AUM with a view towards facilitating an investor's understanding of the material drivers of the changes in such measures during the periods presented. In this regard, Carlyle respectfully submits that subscriptions, net of redemptions is the most directly relevant driver of changes to AUM and fee-earning AUM, and accordingly, to the movements in significant components of Carlyle's revenues, such as management fee revenues and incentive fee revenues, which result from changes in AUM and fee-earning AUM. It is only to the extent to which subscriptions to Carlyle's hedge funds and open-end structured credit funds exceed or are exceeded by redemptions that they contribute to movements in AUM and fee-earning AUM. Carlyle accordingly believes that a presentation of gross subscriptions and gross redemptions does not convey material information about the underlying causes of changes in AUM and fee-earning AUM that is not already captured in the presentation of subscriptions, net of redemptions. Accordingly, Carlyle continues to believe that subscriptions, net of redemptions is the appropriate measure to present in the consolidated rollforwards of total fee-earning AUM and AUM, as well as in the rollforwards of Global Market Strategies fee-earning AUM and AUM. To the extent the Staff disagrees with the foregoing, Carlyle would request the opportunity to discuss this matter with the Staff.

Combined and Consolidated Results of Operations, page 117

General

14. *We note your response to prior comment 15. The combined and consolidated financial statements have been prepared on substantially the same basis for all historical periods presented; however, the consolidated funds are not the same entities in all periods shown due to changes in U.S. GAAP, changes in fund terms and the creation and termination of funds. Your response addresses the significant changes in consolidated funds due to the consolidation of certain CLOs as well as recent acquisitions. Please also address the impact of changes in fund terms and the creation and termination of funds and correspondingly quantify the impact that these changes had on your results of operations for each period presented if significant.*

Carlyle advises the Staff that changes in fund terms and the creation and termination of funds did not have a significant impact on Carlyle's results of operations for the periods presented on page 118 of Amendment No. 3 and discussed in the combined and consolidated results of operations.

Non-GAAP Financial Measures, page 127

15. *We note your reconciliation of non-GAAP financial measures to their most directly comparable U.S. GAAP measure on pages 130 to 132. Note (3) to this reconciliation indicates that certain of the adjustments reflect the Company's 55% interest in Claren Road and ESG. Based on your disclosures on page F-113, clarify why there are no adjustments related to AlpInvest. In addition, please revise Note (3) to the reconciliations for periods prior to your acquisition of these entities to delete this disclosure.*

Carlyle advises the Staff that the reconciliation does reflect adjustments related to AlpInvest. Carlyle has revised Note (3) to the reconciliation on pages 130 - 132 of Amendment No. 3 to address the matters identified by the Staff.

Segment Analysis, page 132

Corporate Private Equity, page 132

16. *We note your response to prior comment 25 and the additional disclosures provided as part of your AUM discussion. As previously requested, please address how you determined the additional presentation and discussion of performance information for each period presented and/or of inception to date as of December 31, 2009 and December 31, 2010 as part of your fund performance metrics table would not provide additional meaningful information for each of your significant funds. We continue to believe that it would provide additional insight on your performance fees revenues recorded each period for each of your significant funds.*

Carlyle respectfully submits that the periodic performance information that is material to an understanding of its consolidated and segment results of operations is already conveyed to the reader by the textual discussion of period appreciation/depreciation by fund type together with the other tabular performance information included within the "Management's Discussion and Analysis of Financial Condition and Results of Operations." As disclosed in the registration statement, carried interest revenue is recognized by Carlyle upon appreciation of the valuation of a fund's investments above certain return hurdles as set forth in its respective partnership agreement and is based on the amount that would be due to Carlyle pursuant to the fund partnership agreement at each period end as if the fund were liquidated at such date. Accordingly, inception to date performance is the performance measure that is most directly relevant to an understanding of the material drivers of changes in Carlyle's performance fee revenues and results of operations. Carlyle would be grateful for the opportunity to discuss with the Staff any remaining concerns the Staff may have in this regard.

Real Assets, page 143

Global Market Strategies, page 155

17. To the extent applicable, please address the above comments related to your corporate private equity segment to your real assets and global market strategies segment disclosures.

Carlyle advises the Staff that the response above in response to the Staff's comment 16 applies equally to its Real Assets, Global Market Strategies and Fund of Funds Solutions segments.

Liquidity and Capital Resources

Cash Flows, page 169

18. Based on the amounts reported on your statements of cash flows, please help us understand how you arrived at the amount of cash flows from operating activities for your consolidated funds as well as cash flows from financing activities from your consolidated funds included in your cash flows discussion in MD&A.

Carlyle acknowledges the Staff's comment. To provide better clarity to the reader in its disclosures, Carlyle has removed the separate disclosure of operating and financing cash flows related to Consolidated Funds.

Our Balance Sheet and Indebtedness, page 171

19. On December 13, 2011, you entered into a new senior credit facility. Please disclose the significant terms of this new senior credit facility, including the amounts that will be available.

Carlyle has enhanced the disclosure on page 173 of Amendment No. 3 regarding the significant terms of the new senior credit facility, including the amounts that will be available.

Unaudited Pro Forma Financial Information, page 191

20. We may have further comments once the pro forma financial information is completed.

Carlyle acknowledges the Staff's comment.

21. We note your response to prior comment 30. Please address the following:

- *For component (a), we note that the beneficial interests will be restructured from the Parent Entities to a separate legal entity which you will not consolidate. The underlying investment in the respective fund will remain in a subsidiary that you will consolidate. You will record investment income on the investments as "investment income (loss)" and allocate such income to "net income attributable to non-controlling interests in consolidated entities" for the*

portion of the investment income attributable to these beneficial interests. Please help us understand why you are reflecting amounts related to these beneficial interests in non-controlling interests in consolidated entities. It is not clear which consolidated entities these interests relate to, including if the interests are in the subsidiary that will hold the underlying investment;

Carlyle advises the Staff that the restructured beneficial interests will be beneficial interests directly in certain consolidated subsidiaries of Carlyle Holdings (primarily the consolidated general partners of the funds) and that those consolidated general partners also hold the underlying investment in the fund represented by those interests. Accordingly, after the reorganization, Carlyle will present the beneficial interests as non-controlling interests in consolidated entities. Carlyle has revised adjustments 1(a) on page 196 and 2(a) on page 207 of Amendment No. 3 to clarify the accounting for the restructured beneficial interests.

- *For the distribution of certain investments out of the Carlyle group in component (b) that are investments in certain CLOs, provide us with a better understanding of your historical accounting such that they investments were eliminated in consolidation. Further revise your disclosure to clarify how the elimination of such investments results in an increase to the loans payable of consolidated funds after the distribution of investments in certain CLOs; and*

Carlyle advises the Staff that it currently has certain investments in its CLOs which are in the form of either debt securities issued by the CLO or equity interests in the CLO. For investments in CLOs that are consolidated, the CLO consolidation results in the elimination of Carlyle's investment (asset) against the CLO's loan payable (liability) or equity. Subsequent to the reorganization, when the investments in the CLOs will be held directly by their beneficial owners and not Carlyle, there will be no intercompany elimination adjustment to the consolidated CLO's loan payable balance. Therefore, the impact of the reorganization results in an increase to the loans payable of consolidated CLOs as compared to the historical accounting. Carlyle has revised its disclosures to adjustment 1(a) on page 196 of Amendment No. 3 to clarify the pro forma adjustment.

- *For component (c), the carried interest rights attributable to retired senior Carlyle professionals will be restructured from the Parent Entities to an entity which you will not consolidate. The underlying carried interest associated with these rights will remain in a subsidiary you do consolidate. You will account for these carried interest rights as "non-controlling interests in consolidated entities" and will allocate income attributable to these carried interest rights to "net income attributable to non-controlling interests in consolidated entities" for the portion of the investment income attributable to these beneficial interests. Please help us understand why you are reflecting amounts related to these carried interest rights in non-controlling interests in*

consolidated entities. It is not clear which consolidated entities these interests relate to.

Carlyle advises the Staff that the carried interest rights held by Carlyle's retired senior Carlyle professionals will be restructured such that they will exchange their existing carried interest rights (through their ownership interests in the Parent Entities) for an equivalent amount of carried interest rights in the general partners of Carlyle's funds. Those general partners will be consolidated subsidiaries of Carlyle Holdings and will receive the underlying carried interest from the fund represented by those carried interest rights. As the retired senior Carlyle professionals will no longer have carried interest rights through the Parent Entities after the reorganization, but instead will have carried interest rights directly in the consolidated subsidiaries of Carlyle Holdings, Carlyle will present those restructured carried interest rights as non-controlling interests in consolidated entities.

22. *We note your response to prior comment 35. In a similar manner to your response, please show how the adjustment amount is calculated once the amount is determined.*

Carlyle has revised adjustment 2(b) on page 199 of Amendment No. 3 to add a table to show how the adjustment amount will be calculated once the amounts have been determined.

23. *We note your response to prior comment 37. Please tell us why there do not appear to be any pro forma adjustments to non-controlling interests in consolidated entities related to the 45% of Claren Road and ESG that you did not acquire.*

In both the Claren Road and ESG acquisitions, Carlyle determined that the interests retained by the sellers are liabilities, not equity classified instruments under U.S. GAAP. In accordance with ASC 810-10-45-17, a financial instrument issued by a subsidiary that is classified as a liability in the subsidiary's financial statements is not a non-controlling interest because it is not an ownership interest. The interests issued to the previous owners are compensatory arrangements under U.S. GAAP, and as such are classified as liabilities and not non-controlling interests in Carlyle's subsidiaries. Each of these transactions is further explained below.

Claren Road — Carlyle acquired 100% of the Class A interests issued by its Claren Road subsidiary, while the previous owners who continue to be involved in Claren Road's management were issued newly authorized Class B interests. The Class A interests entitle Carlyle to 55% of the cash flow profits from Claren Road. The Class B interests entitle the holders, while employed by Claren Road, to 45% of the cash flow profits from Claren Road. Furthermore, Carlyle is required to redeem the Class B interests for cash (a separation payment) once the

previous owners cease employment with Claren Road. The Class B cash redemption price is determined by a formula based on the individual's years of service with Claren Road and the fair value of the Claren Road subsidiary at the date employment ceases. At December 31, 2010 (the date the transaction closed), if the Class B members had terminated their employment with Claren Road, Carlyle would have been obligated to repurchase the Class B interests for approximately $97 million in cash. After considering the various terms of the Class B interests, including their vesting provisions based on continued employment, Carlyle determined that the Class B interests are compensatory arrangements under U.S. GAAP. This conclusion is based on the provisions of ASC 805-10-55-24 and 55-25 and the determination that the Class B interests should be accounted for outside of the business combination, in accordance with other applicable U.S. GAAP. In applying the applicable U.S. GAAP, the Class B interests are not equity classified financial instruments and are therefore not non-controlling financial interests in Carlyle. The measured liability at December 31, 2010 of approximately $97 million is included in the table on F-20 in the line item "contingent and other consideration."

ESG — Carlyle acquired 100% of the Class A interests issued by its ESG subsidiary, while ESG's previous owners were issued newly authorized Class B interests. The Class A interests entitle Carlyle to 55% of the cash flow profits from ESG. The Class B interests entitle the holders, while employed by ESG, to 45% of the cash flow profits from ESG. If the holders of the Class B interests left ESG without good reason within nine years of closing, the Class B interests would be forfeited and revert back to Carlyle for no consideration. Following year nine, if still employed by ESG, there are mechanisms which permit the holders of the Class B interests to put their interests back to Carlyle for cash based in part on the fair value of ESG at that time. After considering the various terms of the Class B interests, including their vesting provisions based on continued employment, Carlyle determined that the Class B interests are compensatory under U.S. GAAP and should be accounted for outside of the business combination, in accordance with other applicable U.S. GAAP. In applying the applicable GAAP, the Class B interests are not equity classified financial instruments and are therefore not non-controlling financial interests in Carlyle. Under U.S. GAAP, Carlyle records compensation with an associated liability as the ESG employees vest into the award.

Carlyle has provided clarifying disclosures on pages F-20 and F-79 of Amendment No. 3.

Our Family of Funds, page 230

24. We note your response to prior comment 38. We do not see notes (1) and (3) denoted your tables of funds. Please clearly identify which funds these notes relate to.

Carlyle has revised the family of funds chart on page 231 of Amendment No. 3 to address the Staff's comment.

Summary Compensation Table, page 250

25. *We note your response to comment 39 from our letter dated November 22, 2011. You have disclosed executive compensation information only for 2011. Since you were previously required to disclose executive compensation for 2010 in your registration statement, please revise your disclosure to include both 2010 and 2011 information. Please refer to Instruction 1 to Item 402(c) of Regulation S-K. Please also revise to disclose, or include a cross-reference to disclosure elsewhere of the cash distributions by the Parent Entities to your named executive officers in 2010.*

Carlyle has revised the Summary Compensation Table on pages 250 — 251 of Amendment No. 3 to disclose executive compensation for both 2010 and 2011. In addition, Carlyle has revised the disclosure of cash distributions on page 93 cross-referenced immediately following the Summary Compensation Table to include the cash distributions to its named executive officers for both 2010 and 2011.

26. *We note your response to comment 40 in our letter dated November 22, 2011, in which you state that the carried interest retained by the Parent Entities that benefits the founders through their ownership interests in these entities is not reportable compensation under Item 402(a)(2) of Regulation S-K because it is not related to services that the founders render to the Parent Entities. Please note that Item 402(a)(2) of Regulation S-K is a broader disclosure requirement. It covers compensation that is paid by any person for all services rendered by named executive officers in all capacities to the registrant and its subsidiaries. In addition, we note that you have included carried interest as a primary element of your compensation program in your CD&A, which implies that you view the carried interest as compensation. Therefore, please revise CD&A and your Summary Compensation Table to reflect all of the compensation that your named executive officers earned in the form of carried interest.*

Carlyle respectfully submits that the carried interest retained by the Parent Entities that benefits the founders and the other named executive officers through their ownership interests in those entities is not reportable compensation under Item 402(a)(2) of Regulation S-K, which covers compensation for "all services rendered in all capacities to the registrant and its subsidiaries," because it does not relate to any services rendered by these executive officers to the registrant and its subsidiaries or to any other entity or entities. Carlyle advises the Staff that when it stated in its prior response that the founders, like the other owners of the Parent Entities, benefit from carried interest (and all other elements of income) retained by the Parent Entities as a result of their ownership interests in those entities and not as a result of any rendering of services by them to the Parent Entities, Carlyle

referred to the Parent Entities simply because these are the existing parent entities in Carlyle's organizational structure and not to imply that such benefit is received as a result of services being rendered to any other entity or entities. Carlyle advises the Staff that it included in the CD&A discussion regarding how the founders, together with the other equity owners of Carlyle, benefit from the carried interest and other income that is retained by the firm through their ownership interests in the Parent Entities not because this income is an element of compensation for the founders but rather because an understanding of the founders' ownership interests is relevant to an understanding of the amounts and types of compensation the founders receive for their services to the registrant and its subsidiaries in the same way that disclosure regarding a named executive officer's significant equity ownership in a corporate registrant may enhance the understanding of the amounts and types of compensation to that named executive officer (e.g., by reducing the need for compensatory equity awards).

27. *The narrative disclosure immediately preceding the table states that the All Other Compensation column includes the amount of compensation expense that you would have recorded on an accrual basis in respect of carried interest allocations at the level of the general partners of your funds if the offering had occurred on January 1, 2011. However, footnote (2) to the table states that the amount in this column represents your 401(k) matching contributions. Please revise the table to include the carried interest allocations, and indicate by footnote what portion of the total amount in the column is attributable to carried interest versus 401(k) contributions.*

Carlyle advises the Staff that it has revised the relevant footnotes to the Summary Compensation Table on page 251 to indicate what portion of the total amount in the All Other Compensation column is attributable to carried interest versus 401(k) contributions.

28. *The narrative disclosure immediately preceding the table states that the amounts of carried interest reflected in the table are expense accruals, and do not represent actual cash distributions in respect of carried interest to your named executive officers. Please provide us with your analysis as to why disclosure of accrued expense, rather than cash, is appropriate to reflect the carried interest allocations. In your response, please address the fact that this expense may be negative in the event of a reversal of previously accrued carried interest due to negative adjustments in the fair value of a carry fund's investments, and the resultant potential to disclose negative total compensation and the effect that such negative numbers may have on the determination of the three most highly compensated executive officers pursuant to Item 402(a)(3)(iii). See, e.g. Proxy Disclosure and Solicitation Enhancements, Securities Act Release No. 33-9052 (July 17,2009), 74 Fed. Reg. 35,076 at *35079 and Proxy Disclosure Enhancements, Securities Act Release No.33-9089 (December 23, 2009), 74 Fed.Reg. 68,334 at *68,338.*

Carlyle respectfully advises the Staff that it believes that expense accruals in relation to carried interest allocations, rather than actual cash distributions, are the appropriate measure for inclusion in the Summary Compensation Table in respect of this element of compensation. Expense accruals, in addition to being consistent with the financial accounting treatment, correlate with the performance of the underlying funds and, by proxy, the anticipated compensation relating to the performance of the applicable named executive officers, from year to year, whereas the actual cash distribution in respect of a carried interest allocation is dependent upon market and other conditions at the time a fund exits an investment and may not be reflective of performance in that fiscal year. Carlyle also notes that reporting compensation related to carried interest allocations at the time of cash distributions would generally delay the reporting of compensation. Notwithstanding the foregoing, Carlyle recognizes that there is the potential for negative amounts to be disclosed, as was the case in the equity awards columns of the Summary Compensation Table prior to the change to Item 402(c)(2)(v) and (vi) pursuant to the Proxy Disclosure Enhancements referenced in the Staff's comment 28. Carlyle would not object to a determination by the Staff that, consistent with the treatment in the Summary Compensation Table of changes in pension plan value, negative amounts are not to be reflected in the Summary Compensation Table itself but disclosed in the footnotes.

As discussed below in response to the Staff's comments 29 and 30, Carlyle advises the Staff that the use of expense accruals rather than actual cash distributions did not affect the identity of the named executive officers included in the Summary Compensation Table.

29. *Please tell us how disclosure of accrued expense versus cash distributions in respect of carried interest will impact total compensation shown in the table for each NEO, as well as how it will impact the identification of your three most highly compensated executive officers (other than principal executive and financial officers), whose compensation must be disclosed under Item 402(a)(3)(iii).*

As noted below in response to the Staff's comment 32, Carlyle has revised the Summary Compensation Table and related disclosures on pages 248 — 251 to include compensation information for Jeffrey W. Ferguson, General Counsel of Carlyle. As revised, the Summary Compensation Table and related disclosures include compensation information for all of Carlyle's executive officers. Accordingly, the presentation of expense accruals rather than cash distributions in relation to carried interest allocations did not affect the identification of the executive officers of Carlyle whose compensation must be disclosed under Item 402(a)(3)(iii) of Regulation S-K.

Carlyle supplementally advises the Staff that during 2011 and 2010 cash distributions in respect of allocations of carried interest at the fund level were $16,034,593 and $409,508 respectively, for Mr. Youngkin and $2,185,306 and $1,204 respectively, for Mr. Ferguson. Mr. Youngkin and Mr. Ferguson are the

only executive officers of Carlyle who receive allocations of carried interest at the fund level.

30. *We note that the Summary Compensation Table includes information for your three co-principal executive officers and your principal financial officers. Item 402(a)(3) of Regulation S-K requires disclosure of compensation information for your principal executive officer, your principal financial officer, and your three most highly compensated executive officers other than the principal executive officer and principal financial officer. Please tell us why you believe your current disclosure satisfies this requirement, considering that you have not provided disclosure for any persons other than the principal executive officers and the principal financial officers.*

Carlyle has revised the Summary Compensation Table and related disclosures on pages 248 — 251 to include compensation information for Mr. Ferguson. As revised, the Summary Compensation Table and related disclosures include compensation information for all of Carlyle's executive officers.

Underwriting, page 319

31. *We note your disclosure in the first sentence of the penultimate paragraph on page 319 that affiliates of some underwriters own limited partnership interests in some of the funds you manage. Please specifically identify any underwriter that has a material relationship with the company, whether through fund investments or otherwise, and state the particular nature of the relationship. See Item 508(a) of Regulation S-K.*

Carlyle has revised the disclosure in the first sentence of the penultimate paragraph on page 317 to clarify that limited partnership interests owned by the underwriters and/or their respective affiliates were acquired in the ordinary course of their various business activities. Carlyle respectfully advises the Staff that it believes that no underwriter has a material relationship with Carlyle, whether through fund investments or otherwise, that would require additional disclosure in Amendment No. 3. To the extent additional underwriters participate in the offering, Carlyle will revise its disclosure if necessary to disclose any material relationships of such additional underwriters with Carlyle that would be required to be disclosed.

Financial Statements

Notes to the Financial Statements

Note 1. Organization and Basis of Presentation, page F-11

32. *We note your response to prior comment 44. The individual partners are each subject to voting rights agreements at the four Partner Holdings Entities. Please*

confirm that the voting rights agreements contractually bind all of the individual partners to vote together.

Carlyle confirms to the Staff that the voting rights agreements governing the Partner Holding Entities contractually bind all of the individual partners to vote together. That is, by entering into these agreements, Carlyle's individual partners are bound to all decisions made pursuant to the voting requirements outlined in the agreements.

Note 2. Summary of Significant Accounting Policies

Cash and Cash Equivalents, page F-17

33. We note your response to prior comment 45. In regard to the legal entities which hold cash reserves from carried interest distributions, please help us understand your rights to this cash, including whether there are any limitations or restrictions.

Carlyle advises the Staff that in conjunction with the granting of a carried interest right in Carlyle's carry funds, the individual receiving the carried interest right executes an agreement that contains a term whereby the individual pledges his/her interest in all their carried interest distributions across all funds (including the cash reserves held in these legal entities), as well as their individual co-investments and other cash flows from Carlyle, as collateral for their portion of any giveback obligation that becomes payable to a fund. As a result of this governing agreement, there are no limitations or restrictions on Carlyle's ability to use the portion of cash reserves attributable to an individual to repay that individual's portion of a giveback obligation.

Note 3. Acquisitions and Acquired Intangible Assets

Acquisition of Claren Road Asset Management, page F-20

34. We note based on your disclosures provided on page 103 that you acquired 55% of Claren Road. We have the following comments regarding this acquisition.

- *Please disclose the percentage acquired in your notes to the financial statements;*

Carlyle has revised its disclosure on page F-20 of Amendment No. 3 to indicate the percentage of Claren Road that was acquired.

- *Please disclose the estimated fair value of non-controlling interests in the Claren Road acquisition as part of the summary of assets acquired, liabilities assumed, and non-controlling interests at the acquisition date. Refer to ASC 805-20-50-1(e); and*

Carlyle refers the Staff to its response to comment 23 for information related to the accounting for the Claren Road acquisition.

- *Please address the need to reflect the two consolidated Claren Road-managed hedge funds within your purchase accounting disclosures.*

Carlyle has revised its table of the fair value of assets acquired, liabilities assumed, and non-controlling interests from the Claren Road acquisition on page F-21 of Amendment No. 3 to reflect the two consolidated Claren Road-managed hedge funds.

Unaudited Financial Statements

35. Please address the above comments, as applicable.

Carlyle advises the Staff that, to the extent applicable, it has revised the unaudited financial statements to address the above comments.

Notes to the Financial Statements

Note 3. Acquisitions and Acquired Intangible Assets, page F-79

36. You indicate that the acquisition-date fair value of the contingent consideration was $15.5 million and $60.4 million for the AlpInvest and ESG acquisitions, respectively. Please clarify why these obligations are not reflected in the estimated fair value of assets acquired and liabilities assume, and non-controlling interest presented in the table on page F-80.

Carlyle respectfully advises the Staff that the contingent consideration is a component of the consideration transferred in the acquisition and is recorded as a liability, at fair value, in Carlyle's combined and consolidated balance sheet. Similar to the other forms of consideration transferred in the acquisitions (i.e., cash and equity interests), it is measured at fair value with the total consideration compared to the fair value of assets acquired, liabilities assumed, and non-controlling interests in the acquired companies. The resulting goodwill is the excess of the fair value of the consideration transferred (which includes the fair value of the contingent consideration) over the fair value of assets acquired, liabilities assumed, and non-controlling interests (which are the assets, liabilities, and non-controlling interests in AlpInvest and ESG and the related intangible assets acquired).

Carlyle has revised its disclosures on page F-80 of Amendment No. 3 to provide additional clarification.

37. In your purchase price allocations for AlpInvest and ESG, you present

noncontrolling interests in consolidated entities for AlpInvest and ESG. It appears that these amounts relate to noncontrolling interests in the funds that you are consolidating upon acquisition of AlpInvest and ESG. Please also disclose the estimated fair value of non-controlling interests related to the 60% of AlpInvest and 45% of ESG that you did not acquire as part of the summary of assets acquired, liabilities assumed, and non-controlling interests at the acquisition date. Refer to ASC 805-20-50-1(e).

Carlyle respectfully advises the Staff that the amount reported for non-controlling interests in consolidated entities for the AlpInvest acquisition on page F-80 of Amendment No. 3 includes the estimated fair value of the 40% non-controlling interest in AlpInvest, in addition to the non-controlling interests associated with the consolidated AlpInvest funds. As it relates to ESG, the only non-controlling interests in this acquisition relate to consolidated ESG funds. Carlyle refers the Staff to its response to the Staff's comment 23 for additional information.

38. *We note your response to prior comment 32. In a similar manner to your disclosures on page F-36 related to the equity interests issued to Mubadala, please disclose the assumed total company valuation used to value the equity interests transferred or contingently issuable related to these acquisitions.*

Carlyle has revised its disclosure on page F-80 of Amendment No. 3 to include the assumed valuation used to value the equity interests issued in the acquisitions. Carlyle supplementally advises the Staff that the total value of the equity interests issued in connection with the acquisitions was approximately $7 million.

Note 14. Segment Reporting, page F-113

39. *With the acquisitions of AlpInvest and ESG, you revised how to evaluate certain financial information to include adjustments to reflect your ownership interests. Your segment presentation has been updated to reflect this change, including conforming the prior period presentation. Given the fact that you acquired these entities on July 1, 2011, please clarify what conforming adjustments were necessary in the prior period presentation. Please further clarify in your disclosures the nature of the changes made as well as if the changes impacted the reporting of any other entities aside from AlpInvest and ESG.*

Carlyle advises the Staff that the adjustments to its segment reporting only relate to the presentation of Carlyle's economic interests in Claren Road, AlpInvest, and ESG. As Carlyle acquired these businesses on December 31, 2010 (Claren Road) and July 1, 2011 (AlpInvest and ESG), there was no impact to the presentation of its segment results for 2010 and prior years as a result of this change in presentation. Carlyle has revised its disclosures on page F-113 of Amendment No. 3 to provide additional clarification on the change in presentation and periods affected.

Exhibit Index, page II-1

40. Please file the limited liability company agreement of your general partner, Carlyle Group Management, L.L.C.

Carlyle advises the Staff that it has filed the limited liability company agreement of its general partner, Carlyle Group Management L.L.C.

* * * * *

Please do not hesitate to call Joshua Ford Bonnie at 212-455-3986 with any questions or further comments you may have regarding this filing or if you wish to discuss the above responses.

Very truly yours,

/s/ Simpson Thacher & Bartlett LLP
Simpson Thacher & Bartlett LLP

cc: Securities and Exchange Commission
Pamela Long, Esq.
Nudrat Salik
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