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As filed with the Securities and Exchange Commission on May 12, 2006.

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT

Under

THE SECURITIES ACT OF 1933

EVERCORE PARTNERS INC.

(Exact name of Registrant as specified in its charter)

Delaware	**6199**	**20-4748747**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification No.)**

55 East 52nd Street
43rd Floor
New York, NY 10055
Telephone: (212) 857-3100

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

David E. Wezdenko
Chief Financial Officer
Evercore Partners Inc.
55 East 52nd Street
43rd Floor
New York, NY 10055
Telephone: (212) 857-3100

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Vincent Pagano, Jr., Esq.	**Mark G. Borden, Esq.**
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New York, NY 10017-3954	**New York, NY 10022**
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Facsimile: (212) 455-2502	**Facsimile: (212) 230-8888**

Approximate date of commencement of the proposed sale of the securities to the public: As soon as practicable after the Registration Statement becomes 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. ☐

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

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

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

CALCULATION OF REGISTRATION FEE

Title Of Each Class Of Securities To Be Registered	**Proposed Maximum Aggregate Offering Price(1)(2)**	**Amount of Registration Fee**
Class A Common Stock, par value $.01 per share	$ 86,250,000	$ 9,228.75

(1) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(o) under the Securities Act.
(2) Includes shares subject to the underwriters' option to purchase additional shares.

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 May 12, 2006

PROSPECTUS

Shares

Evercore Partners Inc.

Class A Common Stock

This is Evercore Partners Inc.'s initial public offering of Class A common stock. Evercore Partners Inc. is selling all of the shares in this offering.

We expect the public offering price to be between $ and $ per share. Currently, no public market exists for the shares. After pricing of this offering, we expect that the shares will trade on the New York Stock Exchange under the symbol "EVR".

Investing in our Class A common stock involves risks. See " Risk Factors" beginning on page 12.

	Per Share	Total
Initial public offering price	$	$
Underwriting discount	$	$
Proceeds, before expenses, to Evercore Partners Inc.	$	$

We have granted the underwriters a 30-day option to purchase up to additional shares at the public offering price less the underwriting discount if the underwriters sell more than shares of Class A common stock in this offering.

We intend to use a portion of the proceeds from this offering to repay all of our outstanding borrowings under our credit agreement. Affiliates of some of the underwriters are the lenders under our credit agreement and will, accordingly, receive the proceeds used to repay those borrowings.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

Lehman Brothers, on behalf of the underwriters, expects to deliver the shares on or about , 2006.

LEHMAN BROTHERS

GOLDMAN, SACHS & CO. JPMORGAN

KEEFE, BRUYETTE & WOODS

FOX-PITT, KELTON

E*TRADE FINANCIAL

, 2006.

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EVERCORE PARTNERS

- Founded in 1996
- Advisory and Investment Management businesses
- 28 Senior Managing Directors*
- Offices in New York, Los Angeles, San Francisco, Mexico City and Monterrey*

Selected Advisory Transactions

April 3, 2006 Advised **General Motors** on its pending $7.9 billion sale of a 51% interest in **GMAC**	*March 5, 2006* Advised **AT&T** on its pending $89.4 billion acquisition of **BellSouth**	*January 23, 2006* Advised **CVS** on its pending acquisitions of Osco Drug and Sav-on Drug as part of the $17.4 billion asset sale of **Albertsons**	*January 16, 2006* Advised **VNU** on its pending $11.6 billion sale to a private equity consortium
January 13, 2006 Advised **Tyco International** on its pending split-up	*December 20, 2005* Advised **Nextel Partners** on its pending $7.5 billion sale to **Sprint Nextel**	*October 24, 2005* Advised **Cendant** on its pending split-up	*October 3, 2005* Advised **NTL** on its $8.8 billion acquisition of **Telewest**
January 31, 2005 Advised **SBC Communications** on its $21.7 billion acquisition of **AT&T**	*February 17, 2004* Advised **SBC Communications** on Cingular Wireless's $47.1 billion acquisition of **AT&T Wireless**	*July 17, 2000* Advised **General Mills** on its $10.5 billion acquisition of **Pillsbury**	*September 7, 1999* Advised **CBS Corporation** on its $40.9 billion sale to **Viacom**

Private Equity Funds†
as of December 31, 2005

1997 **Evercore Capital Partners I**	*2001* **Evercore Capital Partners II**	*2000* **Evercore Ventures**	*2003* **Discovery Americas***
$512 million committed	$663 million committed	$62 million committed	$68 million committed

* Gives effect to our combination with Protego Asesores prior to this offering.

† We do not consolidate these funds in our financial statements. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Revenue" for a discussion of how we generate revenue from the private equity funds we manage.

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You should rely only on the information contained in this prospectus. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus is accurate only as of the date on the front cover of this prospectus.

Through and including , 2006 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

In this prospectus, references to "Evercore", "Evercore Partners", the "Company", "we", "us" or "our" refer (1) prior to the consummation of the reorganization into a holding company structure as described under "Organizational Structure", to Evercore Holdings, which is comprised of certain consolidated and combined entities under common ownership by Evercore's Senior Managing Directors, and (2) after such reorganization, to Evercore Partners Inc. and its subsidiaries. Unless the context otherwise requires, references to (1) "Evercore Partners Inc." refer solely to Evercore Partners Inc., a Delaware corporation, and not to any of its subsidiaries and (2) "Evercore LP" refer solely to Evercore LP, a Delaware limited partnership, and not to any of its subsidiaries. Completion of the reorganization is a condition to the consummation of this offering. As part of the reorganization, Evercore will be combined with Protego Asesores S.A. de C.V., a Mexican *sociedad anónima de capital variable*, and its related subsidiaries, and Protego SI, S.C., a Mexican *sociedad civil* (an associated company), such entities being collectively referred to in this prospectus as "Protego", unless the context otherwise requires.

When we use the term "investment banking boutique", we mean an investment banking firm that does not underwrite public offerings of securities or engage in commercial banking activities.

Unless indicated otherwise, the information included in this prospectus assumes no exercise by the underwriters of the option to purchase up to an additional shares of Class A common stock from us and that the shares of Class A common stock to be sold in this offering are sold at $ per share, which is the midpoint of the price range indicated on the front cover of this prospectus.

SUMMARY

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

Evercore Partners

We believe Evercore Partners is the leading investment banking boutique in the world. We provide advisory services to prominent multinational corporations on significant mergers, acquisitions, divestitures, restructurings and other strategic corporate transactions. Since the beginning of 2000, we have advised on a larger dollar amount of announced domestic merger and acquisition transactions than any other investment banking boutique. Evercore also includes a successful investment management business through which we manage private equity funds for sophisticated institutional investors. We serve a diverse set of clients around the world from our offices in New York, Los Angeles and San Francisco.

Our senior leadership is comprised of Roger Altman, the former U.S. Deputy Treasury Secretary and Vice Chairman of The Blackstone Group; Austin Beutner, a former General Partner of The Blackstone Group; and Eduardo Mestre, the former head of Citigroup's Global Investment Bank. On May 12, 2006, we agreed to combine our business with that of Protego Asesores, a leading investment banking boutique in Mexico founded by Pedro Aspe. Following our combination with Protego, Mr. Aspe, the former Minister of Finance of Mexico, will join our management team.

From the time of our founding in 1996, we have grown by expanding the range of our advisory and investment management services. In our advisory business, we have eleven Senior Managing Directors with expertise and client relationships in a number of industry sectors, including telecommunications, technology, media, energy, general industrial, consumer products and financial institutions. In addition, we have augmented our advisory business by adding professionals with extensive restructuring experience. In our investment management business, we have seven Senior Managing Directors with expertise and client relationships in a variety of industries. We have raised three private equity funds, with capital commitments as of March 31, 2006 of over $1.2 billion. Our revenue has grown to $125.6 million in 2005 from $46.0 million in 2001, a compound annual growth rate of 28.5%.

We have grown from three Senior Managing Directors at our inception to 21 as of March 31, 2006. With the pending Protego combination, we will add another seven Senior Managing Directors. We expect to continue our growth by hiring additional highly qualified professionals with a broad range of product and industry expertise, expanding into new geographic areas, raising additional private equity funds and diversifying our investment management services.

Advisory

Our advisory business provides confidential, strategic and tactical advice to both public and private companies, with a particular focus on large, multinational corporations. By virtue of their prominence, size and sophistication, many of our clients are more likely to require expertise relating to larger and more complex situations. We have advised on numerous noteworthy transactions, including:

- General Motors on its pending sale of a 51% interest in GMAC to an investor group
- CVS on its pending acquisition of certain assets of Albertsons
- AT&T on its pending acquisition of BellSouth
- VNU on its pending sale to a private equity consortium

- Tyco on its pending split-up
- Nextel Partners on its pending sale to Sprint Nextel
- E*Trade on its acquisitions of Harrisdirect and Brown & Co.
- SBC on its acquisition of AT&T
- General Mills on its acquisition of Pillsbury
- Swiss Re on its pending acquisition of General Electric's reinsurance business
- Cendant on its pending split-up
- StorageTek on its sale to Sun Microsystems
- SBC on Cingular's acquisition of AT&T Wireless
- CBS on its sale to Viacom

Our approach is to work as a trusted senior advisor to top corporate officers and boards of directors, helping them determine and devise strategies for enhancing shareholder value. We believe this relationship-based approach to our advisory business gives us a competitive advantage in serving a distinct need in the market today. Furthermore, we believe our advisory business is differentiated from that of our competitors in the following respects:

- ***Objective Advice with a Long-Term Perspective.*** We seek to recommend shareholder value enhancement strategies or other financial strategies that we would pursue ourselves were we acting in management's capacity. This approach often includes advising our clients against pursuing transactions that we believe do not meet that standard.
- ***Transaction Excellence.*** Since the beginning of 2004, we have advised on more than $300 billion of announced transactions, including acquisitions, sale processes, mergers of equals, special committee advisory assignments, recapitalizations and restructurings. We have provided significant advisory services on multiple transactions for Accenture, Dow Jones, EDS, General Mills and AT&T (including a predecessor company, SBC), among others.
- ***Senior Level Attention and Experience.*** The Senior Managing Directors in our advisory business participate in all facets of client interaction, from the initial evaluation phase to the final stages of executing our recommendations. Our advisory Senior Managing Directors have, on average, more than 22 years of relevant experience.
- ***Independence and Confidentiality.*** We do not underwrite securities, publish securities research, or act as a lender. This enables us to avoid the potential conflicts that may arise from these activities at larger, more diversified competitors. In addition, we believe our commitment to discretion and the smaller size of our firm enhances our ability to provide our clients with strict confidentiality.

Our advisory business generates revenue from fees for providing advice and investment banking services on mergers, acquisitions, restructurings and other strategic transactions. In 2005, our advisory business generated $110.8 million, or 88.2%, of our revenue and earned advisory fees from 58 clients.

Investment Management

Our investment management business manages three private equity funds with aggregate capital commitments of over $1.2 billion as of March 31, 2006. Mr. Beutner is the Chief Investment Officer of Evercore and a majority of the investment team's Senior Managing Directors has worked together since 1999. Our team brings a diverse set of skills and experiences to the investment process and includes experienced investors, former senior executives from Fortune 100 companies, buy-side research analysts and strategic consultants. Our investment management business principally manages and invests capital on behalf of third parties. A broad range of institutional and high net worth investors, including corporate and public pension funds, endowments, foundations, insurance companies and family offices, have committed capital to the funds we manage. The

investments made by our Evercore Capital Partners private equity funds are typically control or significant influence investments while the investments made by our Evercore Ventures private equity fund are typically minority investments.

Evercore Capital Partners I and Evercore Capital Partners II are value-oriented, middle-market private equity funds. We believe Evercore Capital Partners differentiates itself from other middle-market private equity funds by the breadth, depth, quality and stability of its investment team. As of March 31, 2006, the Evercore Capital Partners I and Evercore Capital Partners II private equity funds have invested $897.4 million in 18 companies. The funds typically hold investments for three to seven years and systematically evaluate exit opportunities. Evercore Ventures is an early stage private equity fund formed to invest in emerging technology companies in specific growth sectors. As of March 31, 2006, Evercore Ventures has invested $34.1 million in 19 companies.

We seek to generate attractive risk-adjusted returns in all of our funds by adhering to the following investment approach:

- ***Employing the Evercore Relationship Network*.** We employ the Evercore relationship network throughout the investment process to originate investments, evaluate potential opportunities thoroughly, and add value after an investment is made. We enhance the breadth and depth of our advisory relationship network with our investment management business' advisory board, in-house operating executives and the collective experience of our investment team.
- ***Value Discipline: Focus on Risk-Adjusted Returns*.** We focus on the fundamentals of the underlying business rather than relying on stock market arbitrage, future acquisitions or valuation multiple expansion to achieve returns.
- ***Focus on Post-Investment Value Creation*.** We devote considerable time and resources to working closely with the funds' portfolio companies to determine business strategy, allocate capital and other resources, evaluate expansion and acquisition opportunities and participate in implementing these plans.

Our investment management business primarily generates revenue from (1) fees earned for our management of the funds, (2) portfolio company fees, (3) incentive fees, referred to as carried interest, earned when specified financial returns are achieved over the life of a fund and (4) gains (or losses) on investments of our own capital in the funds. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Revenue—Investment Management". Our investment management business generated $14.6 million, or 11.6%, of our revenue in 2005, which was comprised of $15.6 million of management and portfolio company fees and $(1.0) million of carried interest and investment losses.

We recently formed a traditional, institutional asset management business, Evercore Asset Management, that seeks to make value investments in small- and mid-capitalization publicly-traded companies for institutional and high net worth investors, and to manage individual client accounts for these types of sophisticated investors. See "Business—Evercore Asset Management".

Our Combination with Protego

On May 12, 2006, we agreed to combine our business with that of Protego Asesores, a leading investment banking boutique in Mexico founded by Mr. Aspe. Protego approaches its advisory business in much the same way as Evercore, by building long-standing relationships and acting as a trusted advisor to company management free from the conflicts that larger institutions may encounter.

The Protego team founded its advisory business in 1996 and currently has offices in Mexico City and Monterrey, Mexico. Protego's advisory services include mergers and acquisitions, energy project finance,

sub-national public finance and infrastructure, real estate financial advisory and restructurings. Protego has advised on a number of innovative financing transactions that have had a meaningful role in developing Mexico's financial markets. For example, Protego advised on the development and financing of Cemex's power self-generation project, which was the first and largest project financing for a private project of its kind in Mexico, on the sale of HomeMart to Home Depot and on several innovative real estate transactions, including one of the largest sales of commercial property in Mexico to a group of international investors. Protego also served as advisor to the government of the State of Mexico on its $2.5 billion debt restructuring and fiscal adjustment plan. In 2003, Protego launched a private equity fund jointly with Discovery Capital Partners LLC and, in 2005, Protego formed an asset management business focused on investing in peso-denominated money market and fixed income securities for institutional and high net worth investors in Mexico.

Protego generated revenue of $19.5 million in 2005. On a pro forma basis giving effect to our reorganization, including our combination with Protego, revenue from Protego represented approximately 13.4% of our revenue in 2005. We intend to complete our combination with Protego immediately prior to the consummation of this offering.

Our Growth Strategy

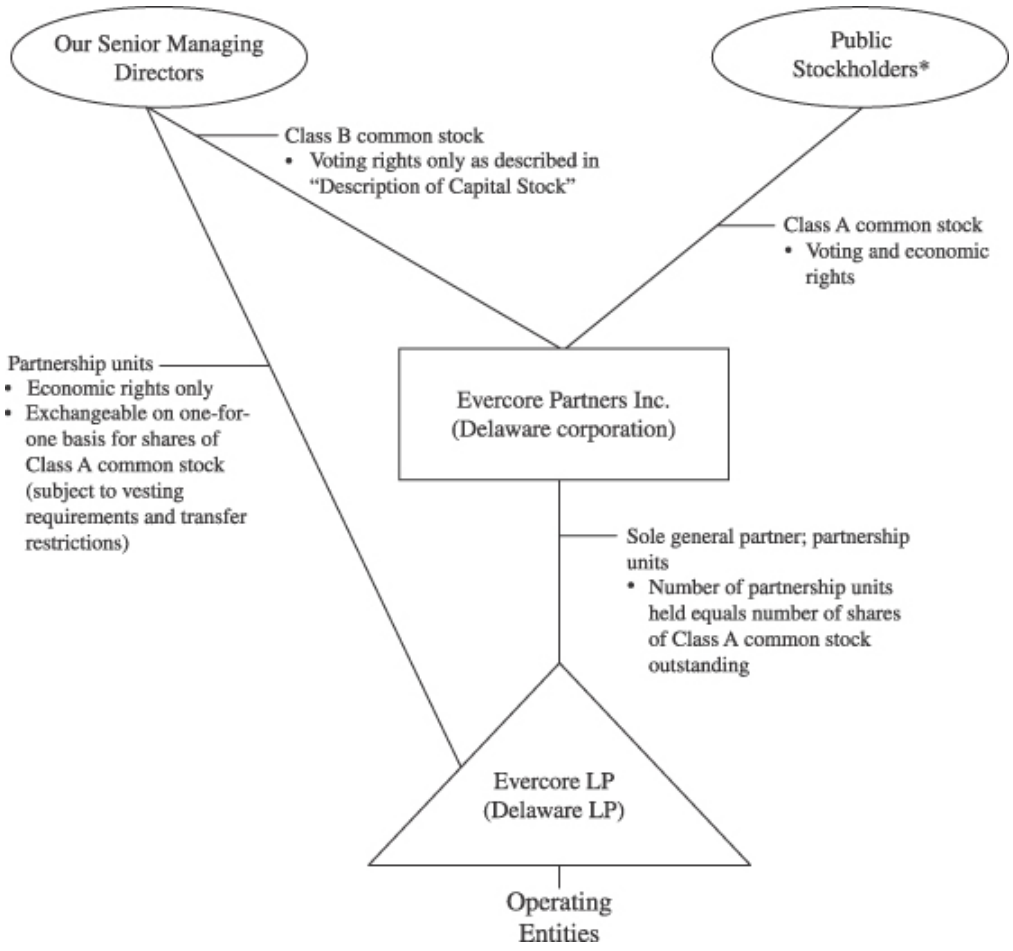
We believe this offering will allow us to grow and diversify our advisory and investment management businesses and further enhance our profile and position as a leading investment banking boutique. We seek to achieve these objectives through three primary strategies:

- ***Continue to Build Evercore's Advisory Team by Adding Highly Qualified Professionals with Industry and Product Expertise.*** We intend to continue to recruit high-caliber professionals into our advisory practice to add depth in industry sectors in which we believe we already have strength, to extend the reach of our advisory focus to industry sectors we have identified as particularly attractive and to further strengthen our restructuring business.
- ***Expand Into New Geographic Markets.*** We plan to expand into new geographic markets where we believe the business environment will be receptive to the strengths of our advisory and investment management business models or where our clients have or may develop a significant presence. Our combination with Protego is an important step in this strategy. We have also recently entered into a strategic alliance with Mizuho Securities to provide joint advisory services for U.S.—Japan cross-border merger, acquisition and restructuring transactions. We may hire groups of talented professionals or pursue additional strategic acquisitions of or alliances with highly-regarded regional or local firms in new markets whose culture and operating principles are similar to ours.
- ***Raise New Private Equity Funds and Diversify Into New Investment Management Services.*** We are currently planning to raise a new private equity fund, Evercore Capital Partners III, and have recently formed Evercore Asset Management to offer public equity asset management services for institutional and high net worth investors.

Evercore Partners Inc. was incorporated in Delaware on July 21, 2005. Our principal executive offices are located at 55 East 52nd Street, 43rd Floor, New York, New York 10055, and our telephone number is (212) 857-3100.

Organizational Structure

Prior to this offering we will effect the reorganization described in "Organizational Structure" beginning on page 26. Following the reorganization and this offering, Evercore Partners Inc. will be a holding company and its sole asset will be a controlling equity interest in Evercore LP. As the sole general partner of Evercore LP, Evercore Partners Inc. will operate and control all of the business and affairs of Evercore LP and, through Evercore LP and its operating entity subsidiaries, continue to conduct the business conducted prior to this offering by these operating entities, including the business of Protego. Evercore Partners Inc. will consolidate the financial results of Evercore LP and its subsidiaries. Our Senior Managing Directors will retain an ownership interest in Evercore LP that will be reflected as minority interest in Evercore Partners Inc.'s consolidated financial statements. The diagram below depicts our organizational structure following this offering.



* Includes certain former stockholders of Protego

The Offering

Class A common stock offered by Evercore Partners Inc.	shares.
Class A common stock outstanding immediately after the offering	shares (or shares if all vested and unvested Evercore LP partnership units, other than those held by Evercore Partners Inc., are exchanged for newly-issued shares of Class A common stock on a one-for-one basis).
Use of proceeds	We estimate that our net proceeds from this offering will be approximately $ million. We intend to use $ million of these proceeds to repay all of our outstanding borrowings under our credit agreement, $ million to repay the non-interest bearing notes to be issued as a portion of the consideration for the combination with Protego and the remainder to expand and diversify our advisory and investment management businesses and for general corporate purposes. Affiliates of Lehman Brothers Inc., J.P. Morgan Securities Inc. and Goldman, Sachs & Co. are the lenders under our credit agreement and will, accordingly, receive the proceeds used to repay those borrowings.
Voting rights	Each share of our Class A common stock will entitle its holder to one vote on all matters to be voted on by stockholders generally. Each limited partner of Evercore LP will be issued one or more shares of our Class B common stock. The shares of Class B common stock have no economic rights but will entitle the holder, without regard to the number of shares of Class B common stock held, to a number of votes that is determined pursuant to a formula that relates to the number of Evercore LP partnership units held by such holder. As a result of this formula, the limited partners of Evercore LP will collectively have a number of votes in Evercore Partners Inc. that is equal to the aggregate number of vested and unvested partnership units that they hold. See “Description of Capital Stock—Class B Common Stock”. Holders of our Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law. Immediately following this offering, our public stockholders will have % of the voting power in Evercore Partners Inc., or % if the underwriters exercise in full their option to purchase additional shares. However, Messrs. Altman and Beutner will, collectively, have a majority of the voting power in Evercore Partners Inc.
Dividend policy	Following this offering and subject to legally available funds, we intend to pay a quarterly cash dividend initially equal to $ per

	share of Class A common stock, commencing with the quarter of 2006. However, there is no assurance that sufficient cash will be available to pay such dividends. If we pay such dividends, our Senior Managing Directors will be entitled to receive equivalent distributions from Evercore LP on their vested partnership units. The declaration and payment of any future dividends will be at the sole discretion of our board of directors. Our board of directors will take into account general economic and business conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including Evercore LP) to us, and such other factors as our board of directors may deem relevant.
Risk factors	See “Risk Factors” for a discussion of risks you should carefully consider before deciding to invest in our Class A common stock.
Proposed New York Stock Exchange symbol	EVR

Class A common stock outstanding and the other information based thereon in this prospectus reflects:

- shares of Class A common stock offered in this offering;
- shares of Class A common stock to be issued in the Protego Combination as a component of the purchase consideration. See “Organizational Structure—Combination with Protego”; and
- shares of Class A common stock underlying fully vested restricted stock units we expect to grant to our non-Senior Managing Director employees at the time of this offering. See “Management—IPO Date Restricted Stock Unit Awards”.

Class A common stock outstanding and other information based thereon in this prospectus does not reflect:

- shares of Class A common stock issuable upon exercise of the underwriters’ option to purchase additional shares;
- shares of Class A common stock underlying unvested restricted stock units we expect to grant to our non-Senior Managing Director employees at the time of this offering. See “Management—IPO Date Restricted Stock Unit Awards”; and
- additional shares of Class A common stock reserved for issuance under our 2006 Stock Incentive Plan.

Summary Historical and Pro Forma Financial and Other Data

Evercore

The following summary historical combined financial information and other data of Evercore Holdings and summary pro forma consolidated financial information of Evercore Partners Inc. should be read together with "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.

We derived the historical combined statement of income data of Evercore Holdings for each of the years ended December 31, 2003, December 31, 2004 and December 31, 2005, respectively, and the combined statement of financial condition data of Evercore Holdings as of December 31, 2005 from our historical combined financial statements audited by Deloitte & Touche LLP which are included elsewhere in this prospectus.

We derived the unaudited condensed consolidated pro forma statement of income and statement of financial condition data of Evercore Partners Inc. as of and for the year ended December 31, 2005 by applying pro forma adjustments to our historical combined statement of income and statement of financial condition data as of and for the year ended December 31, 2005. The unaudited condensed consolidated pro forma statement of income data for the year ended December 31, 2005 and the unaudited condensed consolidated pro forma statement of financial condition data at December 31, 2005 present the consolidated results of operations and financial position of Evercore Partners Inc. assuming that the Reorganization described in "Organizational Structure" had been completed as of January 1, 2005 with respect to the unaudited condensed consolidated pro forma statement of income data and at December 31, 2005 with respect to the unaudited condensed consolidated pro forma statement of financial condition data.

The Evercore LP pro forma adjustments principally give effect to the following matters:

- the Formation Transaction described in "Organizational Structure"; and
- the Protego Combination described in "Organizational Structure".

The Evercore Partners Inc. pro forma adjustments principally give effect to the Formation Transaction and the Protego Combination described in "Organizational Structure" as well as the following matters:

- in the case of the unaudited condensed consolidated pro forma statement of income data, total compensation and benefits expenses equivalent to 50% of our total revenue (see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Operating Expenses—Employee Compensation and Benefits Expense");
- in the case of the unaudited condensed consolidated pro forma statement of income data, the provision for corporate income taxes at an effective tax rate of 44%; and
- this offering and our use of a portion of the proceeds to repay debt as described in "Use of Proceeds".

The summary pro forma financial data are included for informational purposes only and should not be considered indicative of actual results that would have been achieved had these events actually been consummated on the dates indicated and do not purport to indicate results of operations as of any future date or for any future period.

	Evercore Holdings			Evercore Partners Inc.
				Pro Forma
	Year Ended December 31,			Year Ended December 31,
	2003	2004	2005	2005(a)
($ in thousands, except per share data)				
Statement of Income Data				
Revenues:				
Advisory	$ 26,302	$ 69,205	$ 110,842	$
Investment Management	33,568	16,967	14,584	
Interest Income and Other	250	145	209	
Total Revenues	60,120	86,317	125,635	
Expenses:				
Employee Compensation and Benefits(b)	12,448	17,084	24,115	
Other Operating Expenses	12,432	17,389	34,988	
Total Operating Expenses	24,880	34,473	59,103	
Other Income	—	76	—	
Operating Income	35,240	51,920	66,532	
Minority Interest	(9)	29	8	
Income Before Taxes	35,249	51,891	66,524	
Provision for Income Taxes(c)	905	2,114	3,372	
Net Income	$ 34,344	$ 49,777	$ 63,152	
Pro Forma Basic Net Income Per Share				(d)
Pro Forma Diluted Net Income Per Share				(d)
Pro Forma Basic Weighted Average Shares of Class A Common Stock				(d)
Pro Forma Diluted Weighted Average Shares of Class A Common Stock				(d)
($ in thousands)				
Operating Metrics				
Advisory:				
Number of Advisory Clients	35	45	58	
Advisory Senior Managing Director Headcount	6	8	11	
Advisory Revenue per Advisory Senior Managing Director	$ 4,384	$ 8,651	$ 10,077	
Investment Management:				
Capital Commitments (as of the end of each period)	$1,237,188	$ 1,237,188	$ 1,237,188	
Capital Invested	206,823	15,076	179,509	
Gross Realized Proceeds	308,050	35,087	85,488	
Investment Management Senior Managing Director Headcount	6	6	6	
Management and Portfolio Company Fees	$ 20,846	$ 13,829	$ 15,560	
Carried Interest and Investment Income(e)	12,722	3,138	(976)	

	As of December 31, 2005		
	Evercore Holdings Historical	Evercore LP Pro Forma	Evercore Partners Inc. Pro Forma
($ in thousands)			
Statement of Financial Condition Data			
Total Assets	$ 81,412	$ 71,635	
Total Liabilities	29,633	50,605	
Minority Interest	274	783	
Members' Equity	51,505	20,043	

(a) See "Unaudited Pro Forma Financial Information".

(b) Because the entities that form Evercore have been limited liability companies, partnerships or sub-chapter S entities, payments for services rendered by our Senior Managing Directors generally have been accounted for as distributions of members' capital rather than

as compensation expense. Following this offering, we will include all payments for services rendered by our Senior Managing Directors in compensation and benefits expense. Accordingly, our historical operating expenses are not comparable to, and are lower than, the operating expenses we expect to incur after this offering. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Operating Expenses—Employee Compensation and Benefits Expense".

(c) We have historically operated as a partnership or, in the case of certain combined subsidiaries, an S corporation, for U.S. federal income tax purposes. As a result, our income has not been subject to U.S. federal income taxes. Following this offering, Evercore Partners Inc. will be subject to additional entity-level taxes that will be reflected in our consolidated financial statements. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Provision for Income Taxes".

(d) For the purposes of the Evercore Partners Inc. pro forma net income per share calculation, the weighted average shares outstanding, basic and diluted, are calculated based on:

	Year Ended December 31, 2005 Pro Forma	
	Basic	Diluted
Evercore Partners Inc. Shares of Class A Common Stock		
Evercore Partners Inc. Restricted Stock Units – vested		
Evercore LP Partnership Units – vested		
New Shares from Offering		
Weighted Average Shares of Class A Common Stock Outstanding		

Of the Evercore LP partnership units to be held by parties other than Evercore Partners Inc. immediately following this offering, will be fully vested and will be unvested. We have concluded that at the current time it is not probable that the conditions relating to the vesting of these unvested partnership units will be achieved or satisfied and, accordingly, these unvested partnership units are not included in our weighted average shares outstanding for purposes of calculating our basic or diluted net income per share. Any vesting of these unvested partnership units would have a significant dilutive effect on our net income per share. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Operating Expenses—Employee Compensation and Benefits Expense".

For the purposes of the Evercore Partners Inc. pro forma basic and diluted net income per share are calculated as follows:

	Year Ended December 31, 2005 Pro Forma
Basic Net Income Per Share	
Net Income Available to Holders of Shares of Class A Common Stock	$
Weighted Average Shares of Class A Common Stock Outstanding	
Basic Net Income Per Share of Class A Common Stock	$
Diluted Net Income Per Share	
Net Income Available to Holders of Shares of Class A Common Stock	$
Adjustments:	
Minority Interest	
Income Before Minority Interest	
Weighted Average Shares of Class A Common Stock Outstanding	
Diluted Net Income Per Share of Class A Common Stock	$

(e) Our historical combined results of operations include the results of the general partners of the private equity funds we currently manage and certain other entities through which Messrs. Altman and Beutner have invested capital in the Evercore Capital Partners I fund. These results include the carried interest earned by the general partners and realized and unrealized gains or losses on the investments in these funds made by the general partners and these other entities. Following this offering, we will no longer consolidate the results of the general partners of the private equity funds we currently manage or these other entities. However, through our equity interest in the general partner of the Evercore Capital Partners II fund, we will recognize as revenue 8% to 9% (depending on the particular fund investment) of any carried interest realized from that fund following this offering, which represents 10% of the carried interest currently allocable to our Senior Managing Directors. We will also continue to recognize revenue based on our share of that fund's realized or unrealized gains or losses. We expect to consolidate the general partners of any future private equity funds we manage. Accordingly, we expect to record as revenue 100% of any carried interest and realized or unrealized gains (or losses) on investments earned by these entities. However, we expect to allocate to our Senior Managing Directors and other employees through the direct equity interests these individuals will hold in these entities approximately 60% to 70% of any such carried interest. In addition, these individuals will be entitled to any such gains (or losses) on investment based on the amount of the general partners' capital they contribute in respect of any such future fund.

Protego Asesores

The following summary historical combined financial data should be read in conjunction with Protego's audited combined financial statements and related notes thereto included elsewhere in this prospectus. The selected historical combined statement of income data presented below for each of the years ended December 31, 2003, December 31, 2004 and December 31, 2005, have been derived from Protego's historical combined and consolidated financial statements included elsewhere in this prospectus.

	Year Ended December 31,		
	2003	2004	2005
($ in thousands)			
Statements of Income Data			
Revenues:			
Advisory:	$ 9,083	$12,229	$16,388
Investment Management	—	670	2,855
Interest Income and Other	68	(50)	278
Total Revenues	9,151	12,849	19,521
Expenses:			
Employee Compensation and Benefits	5,161	5,700	8,347
Other Operating Expenses	2,914	4,056	7,022
Total Operating Expenses	8,075	9,756	15,369
Operating Income	1,076	3,093	4,152
Total Deferred and Income Tax, Net	96	1,034	1,969
Minority Interest	—	—	(1,199)
Net Income	$ 980	$ 2,059	$ 3,382

RISK FACTORS

An investment in our Class A common stock 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 Class A common stock.

Risks Related to Our Business

We depend on Mr. Altman, Mr. Beutner, Mr. Mestre, and other key personnel and the loss of their services would have a material adverse effect on us.

We depend on the efforts and reputations of Roger Altman, our Chairman and Co-Chief Executive Officer, Austin Beutner, our President, Co-Chief Executive Officer and Chief Investment Officer, and Eduardo Mestre, our Vice Chairman. Our senior leadership team's reputations and relationships with clients and potential clients are critical elements in expanding our businesses, and we believe our performance is strongly correlated to the performance of Messrs. Altman, Beutner and Mestre. The loss of the services of any of them would have a material adverse effect on our operations, including our ability to attract advisory clients and raise new private equity funds.

Our future success depends to a substantial degree on our ability to retain and recruit qualified personnel, including Senior Managing Directors in addition to Messrs. Altman, Beutner, and Mestre. We anticipate that it will be necessary for us to add financial professionals as we pursue our growth strategy. However, we may not be successful in our efforts to recruit and retain the required personnel as the market for qualified financial professionals is extremely competitive. Our financial professionals possess substantial experience and expertise and have direct contact with our advisory and investment management clients, which can lead to strong client relationships. As a result, the loss of these personnel could jeopardize our relationships with clients and result in the loss of client engagements. For example, if any of our Senior Managing Directors were to join or form a competing firm, some of our current clients could choose to use the services of that competitor rather than our services.

Our transition to a corporate structure may adversely affect our ability to recruit, retain and motivate our Senior Managing Directors and other key employees, which in turn could adversely affect our ability to compete effectively and to grow our business.

In connection with our transition to a corporate structure, our Senior Managing Directors may experience significant reductions in their compensation. Following this offering, we intend to use equity, equity-based incentives and other employee benefits rather than pure cash compensation to motivate and retain our Senior Managing Directors. Our compensation mechanisms as a public company may not be effective, especially if the market price of our Class A common stock declines.

In addition, we expect that our Senior Managing Directors will receive less overall compensation than they would have otherwise received prior to this offering as a result of target compensation levels following this offering. A key driver of our profitability is our ability to generate revenue while achieving our target compensation levels. Following this offering, our policy will be to set our total employee compensation and benefits expense at a level not to exceed 50% of our total revenue each year (excluding, for purposes of this calculation, any revenue or compensation and benefits expense relating to gains (or losses) on investments or carried interest). However, we may record compensation and benefits expense in excess of this percentage to the extent that such expense is incurred due to a significant expansion of our business or to any vesting of the partnership units to be received by our Senior Managing Directors in the Reorganization or the restricted stock units to be received by our non-Senior Managing Director employees at the time of this offering. Moreover, we retain the ability to change this policy in the future. As a result, our Senior Managing Directors will receive less compensation than they otherwise would have received prior to this offering and may receive less compensation than they otherwise would receive at other firms. Such a reduction in compensation (or the belief that a reduction may occur) could make it more difficult to retain our Senior Managing Directors. In addition, some current or

potential Senior Managing Directors and other employees may be more attracted to the benefits of working at a private partnership and the prospects of becoming a partner at such a firm, or at one of our larger competitors.

We have experienced rapid growth over the past several years, which may be difficult to sustain and which may place significant demands on our administrative, operational and financial resources.

We expect our rapid growth to continue, which could place additional demands on our resources and increase our expenses. Our future growth will depend, among other things, on our ability to successfully identify practice groups and individuals to join our firm. It may take more than one year for us to determine whether new professionals will be profitable or effective. During that time, we may incur significant expenses and expend significant time and resources toward training, integration and business development. If we are unable to hire and retain profitable professionals, we will not be able to implement our growth strategy and our financial results may be materially adversely affected.

Sustaining growth will also require us to commit additional management, operational and financial resources to this growth and to maintain appropriate operational and financial systems to adequately support expansion. There can be no assurance that we will be able to manage our expanding operations effectively or that we will be able to maintain or accelerate our growth, and any failure to do so could adversely affect our ability to generate revenue and control our expenses.

Difficult market conditions can adversely affect our business in many ways, including by reducing the volume of the transactions involving our advisory business and reducing the value or performance of the investments made by our private equity funds, which, in each case, could materially reduce our revenue or income.

As a financial services firm, our businesses are materially affected by conditions in the global financial markets and economic conditions throughout the world. For example, revenue generated by our advisory business is directly related to the volume and value of the transactions in which we are involved. During periods of unfavorable market or economic conditions, the volume and value of mergers and acquisitions transactions may decrease, thereby reducing the demand for our advisory services and increasing price competition among financial services companies seeking such engagements. Our results of operations would be adversely affected by any such reduction in the volume or value of mergers and acquisitions transactions. In addition, in the event of a market downturn, the private equity funds that our investment management business manages also may be impacted by reduced opportunities to exit and realize value from their investments. Our profitability may also be adversely affected by our fixed costs 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. The future market and economic climate may deteriorate because of many factors beyond our control, including rising interest rates or inflation, terrorism or political uncertainty.

Our revenue and profits are highly volatile, which may make it difficult for us to achieve steady earnings growth on a quarterly basis and may cause the price of our Class A common stock to decline.

Our revenue and profits are highly volatile. We generally derive revenue from a limited number of engagements that generate significant fees at key transaction milestones, such as closing, the timing of which is outside of our control. As a result, our financial results will likely fluctuate from quarter to quarter based on the timing of when those fees are earned. It may be difficult for us to achieve steady earnings growth on a quarterly basis, which could, in turn, lead to large adverse movements in the price of our Class A common stock or increased volatility in our stock price generally.

We earn a majority of our revenue from advisory engagements, and, in many cases, we are not paid until the successful consummation of the underlying merger or acquisition transaction or restructuring. As a result, our advisory revenue is highly dependent on market conditions and the decisions and actions of our clients, interested

third parties and governmental authorities. For example, a client could delay or terminate an acquisition transaction because of a failure to agree upon final terms with the counterparty, failure to obtain necessary regulatory consents or board or stockholder approvals, failure to secure necessary financing, adverse market conditions or because the target's business is experiencing unexpected operating or financial problems. Anticipated bidders for assets of a client during a restructuring transaction may not materialize or our client may not be able to restructure its operations or indebtedness due to a failure to reach agreement with its principal creditors. In these circumstances, we often do not receive any advisory fees other than the reimbursement of certain out-of-pocket expenses, despite the fact that we have devoted considerable resources to these transactions.

The timing and receipt of carried interest generated by our private equity funds is uncertain and will contribute to the volatility of our investment management revenue. Carried interest depends on our funds' investment performance and opportunities for realizing gains, which may be limited. In addition, it takes a substantial period of time to identify attractive private equity or venture capital opportunities, to raise all the funds needed to make an investment and then to realize the cash value of an investment through resale, recapitalization or other exit. Even if an investment proves to be profitable, it may be several years or longer before any profits can be realized in cash or other proceeds. We recognize revenue on investments in our funds based on our allocable share of realized and unrealized gains (or losses) reported by such funds, and a decline in realized or unrealized gain, or a realized or unrealized loss, would adversely affect our revenue, which could further increase the volatility of our quarterly results.

A general decline in the media or telecommunications sectors could have an adverse effect on our revenue.

We generated 44.8% of our revenue in 2005 from advisory clients in the media or telecommunications sectors. Our clients in those industries continue to play an important role in the overall prospects of our business. Accordingly, the success of our business depends, at least in part, on the strength and level of economic activity in these sectors, particularly in the United States. Adverse market or economic conditions as well as a slowdown in activity in the media or telecommunications sectors could reduce the size and number of our fee engagements, which would have an adverse effect on our revenue.

Our management has identified material weaknesses in our internal control over financial reporting; failure to achieve and maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 could have a material adverse effect on our business and stock price.

Our internal control over financial reporting does not currently meet all the standards contemplated by Section 404 of the Sarbanes-Oxley Act that we will eventually be required to meet. Our management has identified material weaknesses in our internal control over financial reporting, as defined in the standards established by the Public Company Accounting Oversight Board. Areas of material weaknesses in our internal control over financial reporting include a lack of an enterprise-wide, executive-driven internal control environment that documents key processes related to financial reporting and the lack of a formal, regular process designed to identify key financial reporting risks. We are in the process of addressing these material weaknesses; however, the existence of such material weaknesses may indicate a heightened risk that our annual or interim financial statements will include a material misstatement. In addition, the steps we have taken or intend to take may not remediate these material weaknesses and additional significant deficiencies, and material weaknesses in our internal control over financial reporting may be identified in the future.

Additionally, we are in the process of documenting and testing our internal control procedures to satisfy the requirements of Section 404, which requires annual management assessments of the effectiveness of our internal control over financial reporting and a report by our independent registered public accounting firm addressing these assessments. As a public company, we will be required to complete our initial assessment by the filing of

our Form 10-K for the year ended December 31, 2007. If we are not able to implement the requirements of Section 404 in a timely manner or with adequate compliance, our independent registered public accounting firm may not be able to certify as to the adequacy of our internal control over financial reporting. This result may subject us to adverse regulatory consequences, and there could also be a negative reaction in the financial markets due to a loss of investor confidence in the reliability of our financial statements. We could also suffer a loss of confidence in the reliability of our financial statements if our independent registered public accounting firm reports a material weakness in our internal control over financial reporting. We will incur incremental costs in order to improve our internal control over financial reporting and comply with Section 404, including increased auditing and legal fees and costs associated with hiring additional accounting and administrative staff. This could harm our operating results and lead to a decline in our stock price.

Employee misconduct, which is difficult to detect and deter, could harm us by impairing our ability to attract and retain clients and subjecting us to significant legal liability and reputational harm.

Recently, there have been a number of highly-publicized cases involving fraud or other misconduct by employees in the financial services industry, and there is a risk that our employees could engage in misconduct that adversely affects our business. For example, our advisory business often requires that we deal with confidential matters of great significance to our clients. If our employees were improperly to use or disclose confidential information provided by our clients, we could be subject to regulatory sanctions and suffer serious harm to our reputation, financial position, current client relationships and ability to attract future clients. We are also subject to a number of obligations and standards arising from our investment management business and our authority over the assets managed by our investment management business. The violation of these obligations and standards by any of our employees would adversely affect our clients and us. It is not always possible to deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in all cases. If our employees engage in misconduct, our business would be adversely affected.

The financial services industry faces substantial litigation risks, and we may face damage to our professional reputation and legal liability if our services are not regarded as satisfactory or for other reasons.

As a financial services firm, we depend to a large extent on our relationships with our clients and our reputation for integrity and high-caliber professional services to attract and retain clients. As a result, if a client is not satisfied with our services, such dissatisfaction may be more damaging to our business than to other types of businesses. Moreover, our role as advisor to our clients on important mergers and acquisitions or restructuring transactions involves complex analysis and the exercise of professional judgment, including, if appropriate, rendering “fairness opinions” in connection with mergers and other transactions.

In recent years, the volume of claims and amount of damages claimed in litigation and regulatory proceedings against financial advisors has been increasing. Our advisory activities may subject us to the risk of significant legal liabilities to our clients and third parties, including our clients’ stockholders, under securities or other laws for materially false or misleading statements made in connection with securities and other transactions and potential liability for the fairness opinions and other advice provided to participants in corporate transactions. In our investment management business, we make investment decisions on behalf of our clients that could result in substantial losses. This also may subject us to the risk of legal liabilities or actions alleging negligent misconduct, breach of fiduciary duty or breach of contract. These risks often may be difficult to assess or quantify and their existence and magnitude often remain unknown for substantial periods of time. Our engagements typically include broad indemnities from our clients and provisions designed to limit our exposure to legal claims relating to our services, but these provisions may not protect us or may not be adhered to in all cases. As a result, we may incur significant legal expenses in defending against litigation. Substantial legal liability could materially adversely affect our business, financial condition or results of operations or cause significant reputational harm to us, which could seriously harm our business.

Compliance failures and changes in regulation could adversely affect us.

Our advisory and investment management businesses are subject to regulation in the United States, including by the Securities and Exchange Commission and National Association of Securities Dealers, Inc. Our failure to comply or have complied with applicable laws or regulations could result in fines, suspensions of personnel or other sanctions, including revocation of the registration of us or any of our subsidiaries as an investment adviser or broker-dealer. Even if a sanction imposed against us or our personnel is small in monetary amount, the adverse publicity arising from the imposition of sanctions against us by regulators could harm our reputation and cause us to lose existing clients or fail to gain new advisory or investment management clients. Our broker-dealer operations are subject to periodic examination by the Securities and Exchange Commission and the National Association of Securities Dealers, Inc. We cannot predict the outcome of any such examinations.

As a result of recent highly-publicized financial scandals, investors have exhibited concerns over the integrity of the U.S. financial markets, and the regulatory environment in which we operate is subject to further regulation in addition to those rules already promulgated. We may be adversely affected as a result of new or revised legislation or regulations imposed by the Securities and Exchange Commission, other United States or foreign 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.

In addition, some of our subsidiaries are registered as investment advisors with the Securities and Exchange Commission. Registered investment advisors are subject to the requirements and regulations of the Investment Advisers Act of 1940. Such requirements relate to, among other things, recordkeeping and reporting requirements, disclosure requirements, limitations on agency cross and principal transactions between an advisor and advisory clients, as well as general anti-fraud prohibitions.

Further, financial services firms are subject to numerous conflicts of interest or perceived conflicts. While we have adopted various policies, controls and procedures to address or limit actual or perceived conflicts, these policies and procedures carry attendant costs and may not be adhered to by our employees. Failure to adhere to these policies and procedures may result in regulatory sanctions or client litigation.

Risks Related to Our Advisory Business

A majority of our revenue is derived from advisory fees, which are not long-term contracted sources of revenue and are subject to intense competition, and declines in our advisory engagements could have a material adverse effect on our financial condition and results of operations.

We historically have earned a substantial portion of our revenue from advisory fees paid to us by our advisory clients. These fees are typically payable upon the successful completion of a particular transaction or restructuring. Advisory services accounted for 88.2%, 80.2% and 43.7% of our revenue in 2005, 2004 and 2003, respectively.

Unlike diversified investment banks, we do not have multiple sources of revenue, such as underwriting or trading securities. We expect that we will continue to rely on advisory fees for a substantial portion of our revenue for the foreseeable future. A decline in our advisory engagements or the market for advisory services would adversely affect our business.

In addition, our advisory business operates in a highly competitive environment where typically there are no long-term contracted sources of revenue. Each revenue-generating engagement typically is separately solicited, awarded and negotiated. In addition, many businesses do not routinely engage in transactions requiring our services. As a consequence, our fee-paying engagements with many clients are not likely to be predictable and high levels of revenue in one quarter are not necessarily predictive of continued high levels of revenue in future periods. We also lose clients each year as a result of the sale or merger of a client, a change in a client’s senior

management, competition from other financial advisors and financial institutions and other causes. As a result, our advisory fees could decline materially due to such changes in the volume, nature and scope of our engagements.

A high percentage of our total revenue is derived from a small number of clients and the termination of any one advisory engagement could reduce our revenue and harm our operating results.

Each year, we advise a limited number of advisory clients. Our top five advisory clients accounted for over 50.2%, 51.8% and 16.4% of our total revenue in 2005, 2004 and 2003, respectively. Our largest advisory client for each of 2005, 2004 and 2003 accounted for 16.5%, 27.3% and 4.3% of our total revenue, respectively. AT&T or SBC Communications (a predecessor to AT&T) has represented in excess of 10% of our total revenue in each of the last two years. With the exception of 2004 and 2005 when our largest advisory client was the same, the composition of the group comprising our largest advisory clients varies significantly from year to year. We expect that our advisory engagements will continue to be limited to a relatively small number of clients and that an even smaller number of those clients will account for a high percentage of revenue in any particular year. As a result, our results of operations may be significantly affected by even one lost mandate or the failure of one advisory assignment to be completed.

If the number of debt defaults, bankruptcies or other factors affecting demand for our restructuring advisory services declines, or we lose business to new entrants into the restructuring advisory business that are no longer precluded from offering such services due to recent changes to the U.S. Bankruptcy Code, our restructuring advisory business' revenue could suffer.

We provide various financial restructuring and related advice to companies in financial distress or to their creditors or other stakeholders. A number of factors affect demand for these advisory services, including general economic conditions, the availability and cost of debt and equity financing and changes to laws, rules and regulations, including deregulation or privatization of particular industries and those that protect creditors.

The requirement of Section 327 of the U.S. Bankruptcy Code requiring that one be a "disinterested person" to be employed in a restructuring has recently been modified pursuant to the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005. The "disinterested person" definition of the U.S. Bankruptcy Code has historically disqualified certain of our competitors, but has not often disqualified us from obtaining a role in a restructuring because we have not been an underwriter of securities or lender. However, a recent change to the "disinterested person" definition will allow underwriters of securities to compete for restructuring engagements as well as with respect to the recruitment and retention of professionals. If our competitors succeed in being retained in new restructuring engagements, our restructuring advisory business, and thereby our results of operations, could be adversely affected.

We face strong competition from other financial advisory firms, many of which have the ability to offer clients a wider range of products and services than we can offer, which could cause us to fail to win advisory mandates and subject us to pricing pressures that could materially adversely affect our revenue and profitability.

The financial advisory industry is intensely competitive, and we expect it to remain so. We compete on the basis of a number of factors, including the quality of our employees, transaction execution, our products and services, innovation and reputation, and price. We have experienced intense competition over obtaining advisory mandates in recent years, and we may experience pricing pressures in our advisory business in the future as some of our competitors seek to obtain increased market share by reducing fees.

We also face increased competition due to a trend toward consolidation. In recent years, there has been substantial consolidation and convergence among companies in the financial services industry. In particular, a number of large commercial banks, insurance companies and other broad-based financial services firms have established or acquired broker-dealers or have merged with other financial institutions. Unlike us, many of these

firms have the ability to offer a wide range of products, from loans, deposit-taking and insurance to brokerage, asset management and investment banking services, which may enhance their competitive position. They also have the ability to support investment banking, including financial advisory services, with commercial banking, insurance and other financial services revenue in an effort to gain market share, which could result in pricing pressure in our businesses.

Risks Relating to Our Investment Management Business

If the investments we make on behalf of our funds perform poorly we will suffer a decline in our investment management revenue and earnings, we may be obligated to repay certain incentive fees we have previously received to the third party investors in our funds, and our ability to raise capital for future funds may be adversely affected.

Our revenue from our investment management business is derived from fees earned for our management of the funds calculated as a percentage of the capital committed to our funds, incentive fees, or carried interest, earned when certain financial returns are achieved over the life of a fund, gains or losses on investments of our own capital in the funds and monitoring, director and transaction fees. In the event that our investments perform poorly, our investment management revenues and earnings will suffer a corresponding decline and make it more difficult for us to raise new funds in the future. To the extent that, over the life of the funds, we have received an amount of carried interest that exceeds a specified percentage of distributions made to the third party investors in our funds, we may be obligated to repay the amount of this excess to the third party investors.

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

We have made and expect to continue to make principal investments in the Evercore Capital Partners II private equity fund and in any new private equity funds we may establish in the future. These funds generally invest in relatively high-risk, illiquid assets. Contributing capital to these funds is risky, and we may lose some or all of the principal amount of our investments.

In addition, our private equity funds invest in businesses with capital structures that have significant leverage. The leveraged capital structure of such businesses increases the exposure of the funds' portfolio companies to adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of such business or its industry. If these portfolio companies default on their indebtedness, the lender may foreclose and we could lose our entire investment.

The investment management business is intensely competitive.

The investment management business is intensely competitive, with competition based on a variety of factors, including investment performance, the quality of service provided to clients, brand recognition and business reputation.

Our investment management business competes with a number of private equity and venture capital firms, traditional asset managers, commercial banks, investment banks and other financial institutions. A number of factors serve to increase our competitive risks:

- a number of our competitors have more relevant experience, greater financial and other resources and more personnel than we do;
- there are relatively few barriers to entry impeding new private equity and venture capital firms, including a relatively low cost of entering these businesses, and the successful efforts of new entrants into our various lines of business, including major banks and other financial institutions, have resulted in increased competition;

- certain investors may prefer to invest with private partnerships; and
- other industry participants will from time to time seek to recruit our investment professionals and other employees away from us.

This competitive pressure could prevent us from increasing the capital committed to our funds as well as our ability to make successful investments, either of which would adversely impact our revenue and earnings.

The limited partners of the funds we manage may terminate their relationship with us at any time.

The limited partnership agreements of the funds we manage provide that the limited partners of each fund may terminate their relationship with us without cause with a simple majority vote of each fund's limited partners. If the limited partners of the funds we manage terminate their relationship with us, we would lose fees earned for our management of the funds and carried interest from those funds. In addition, such an event would negatively impact our ability to raise capital for future funds.

Risks Related to Our Combination with Protego

Protego depends on Mr. Aspe and other key personnel and the loss of their services would have a material adverse effect on Protego.

Protego depends on the efforts and reputation of Mr. Aspe, who, following our combination with Protego, will become our Co-Chairman. Mr. Aspe's reputation and relationship with clients and potential clients are critical elements in expanding Protego's business. The loss of his services would have a material adverse effect on Protego's operations, including its ability to attract advisory clients and market new private equity funds. Moreover, the private equity fund in which Protego participates also has a "key man" provision, which would be triggered if Mr. Aspe is no longer actively involved in the investment committee of the fund. In such an event, the fund's commitment period may be terminated upon a vote of a majority in interest of the fund's investors. In addition, if Mr. Aspe leaves the investment committee of the fund, Protego could lose a significant portion of its carried interest from such fund. In addition, Protego's financial professionals have direct contact with Protego's clients, which can lead to strong client relationships. As a result, the loss of these personnel could jeopardize Protego's relationships with its clients and result in the loss of client engagements. For example, we expect that in June 2006 one of Protego's Directors will leave Protego, which may adversely affect Protego's business.

Our combination with Protego may adversely affect our business, and new acquisitions or joint ventures that we may pursue could present unforeseen integration obstacles.

The process of integrating the operations of Evercore and Protego may require a disproportionate amount of resources and management attention as the combination will increase the scope, geographic diversity and complexity of our operations. Any substantial diversion of management attention or difficulties in operating the combined business could affect our ability to achieve operational, financial and strategic objectives. The unsuccessful integration of our operations with Protego may also have adverse short-term effects on reported operating results and may lead to the loss of key personnel. In addition, Protego's clients may react unfavorably to the combination of our businesses or we may be exposed to additional liabilities of the combined business, both of which could materially adversely affect our revenue and results of operations.

We may also pursue new acquisitions or joint ventures that could present integration obstacles or costs. As may be the case with our combination with Protego, we may not realize any of the benefits we anticipated from the strategy and we may be exposed to additional liabilities of any acquired business, any of which could materially adversely affect our revenue and results of operations. In addition, future acquisitions or joint ventures may involve the issuance of additional partnership units of Evercore LP or shares of our Class A common stock, which would dilute your ownership.

Adverse economic conditions in Mexico, including interest rate volatility, may result in a decrease in Protego's revenue.

Protego is a Mexican company, with all of its assets located in Mexico and most of its revenue derived from operations in Mexico. As a financial services firm, Protego's businesses are materially affected by Mexico's financial markets and economic conditions. Historically, interest rates in Mexico have been volatile, particularly in times of economic unrest and uncertainty. Mexico has had, and may continue to have, high real and nominal interest rates. The interest rates on 28-day Mexican government treasury securities averaged 9.1%, 6.8%, 6.2% and 7.1%, for 2005, 2004, 2003 and 2002, respectively. The Mexican economy has grown at varying rates over the past decade. For example, Mexico's GDP grew at a rate of approximately 5.45% between 1996 and 2000. Between 2001 and 2003, Mexico's GDP growth rates declined to approximately -0.2% in 2001, 0.8 in 2002, and 1.4% in 2003. Mexico's GDP grew at a rate of approximately 3.0% and 4.2% in 2005 and 2004, respectively. Economic crises have been recurrent in Mexico, particularly around election years. For example, in 1976, the Mexican peso was devalued by 60.0%. In 1982, the Mexican economy entered into a period of instability marked by sustained devaluation, inflation and high interest rates following a sharp decline in oil prices. In December 1994, weeks after the new government took office, the peso was devalued and the Mexican government abandoned the semi-fixed exchange rate after its foreign reserves were depleted.

Because revenue generated by Protego's advisory business, which accounted for 84% of its revenue in 2005, is directly related to the volume and value of the transactions in which it is involved, during periods of unfavorable market or economic conditions in Mexico, the volume and value of mergers and acquisitions and other types of transactions may decrease, thereby reducing the demand for Protego's advisory services and increasing price competition among financial services companies seeking such engagements. Protego's results of operations would be adversely affected by any such reduction in the volume or value of these and similar advisory transactions.

Fluctuations in the value of the Mexican peso relative to the U.S. dollar could adversely affect Protego's revenue and expenses in U.S. dollar terms.

Approximately 64%, 18% and 29% of Protego's revenue in 2005, 2004 and 2003, respectively, was derived from contracts denominated in Mexican pesos. In addition, Protego's contracts with employees and most of its suppliers are denominated in Mexican pesos. As a result, variations in the exchange rate between the Mexican peso and the U.S. dollar may affect Protego's revenue and expenses in U.S. dollars. A peso appreciation increases Protego's costs in U.S. dollar terms but has a proportionately smaller effect on revenue, reducing Protego's net income in U.S. dollar terms. Historically, the value of the peso has fluctuated considerably relative to the U.S. dollar. Between December 31, 2004 and December 31, 2005, the peso appreciated 4.3% relative to the U.S. dollar. If the peso appreciates in the future, it may adversely affect Protego's net income in U.S. dollar terms.

Political events in Mexico may result in disruptions to Protego's business operations and adversely affect its revenue.

The Mexican government exercises significant influence over many aspects of the Mexican economy and Mexico's financial sector is regulated. Any action by the government, including changes in the regulation of Mexico's financial sector, could have an adverse effect on the operations of Protego, especially on its asset management business.

The Mexican national elections held on July 2, 2000 ended 71 years of rule by the Institutional Revolutionary Party (*Partido Revolucionario Institucional*) with the election of President Vicente Fox Quesada, a member of the National Action Party (*Partido Acción Nacional*), and resulted in the increased representation of opposition parties in the Mexican national legislature and in municipal and gubernatorial positions. As a result, no political party has a majority in the Mexican Congress. This shift in political power has transformed Mexico from a one-party state to a multi-party democracy. In June 2006, Mexico will hold its presidential election, the results of which may have an adverse effect on the Mexican economy and Protego's relationships with its public finance clients.

Multi-party rule is relatively new in Mexico and could result in economic or political conditions that could cause disruptions to Protego's business. The lack of a majority party in the legislature and the lack of alignment between the legislature and the executive branch could prevent the timely implementation of economic reforms or other legislative actions, which in turn could have a material adverse effect on the Mexican economy and cause disruptions to Protego's business and decrease its revenue.

A change in state and municipal political leadership in Mexico may adversely affect Protego's business.

Protego derives a significant portion of its revenue from advisory contracts with state and local governments in Mexico. The re-election of individual officeholders is prohibited by Mexican law. State governors have six-year terms of office, and local administrations are limited to three or four years, depending on the law of their state. The term limit system may prevent Protego from maintaining relationships with the same clients in the same political positions beyond these periods. After an election takes place, there is no guarantee that Protego will be able to remain as advisors of the new government, even if the new administration is of the same political party as the previous one. Protego currently has five contracts with state and local governments, including the states of Tabasco, Michoacán, Querétaro, Sonora and Durango. Advising state and local governments in Mexico accounted for 33.3% of Protego's advisory revenue from January 1, 2003 through December 31, 2005, or $12.6 million. Of Protego's current five Mexican state public finance clients, the governor of one is leaving office in 2006, one in 2008, two in 2009 and one in 2010. Moreover, political change or instability at the state or municipal level can lead to the unexpected termination of Protego advisory contracts or the cancellation of projects in which Protego might be involved, leading to a reduction of Protego's advisory revenue.

Risks Related to Our Organizational Structure

Our only material asset after completion of this offering will be our interest in Evercore LP, and we are accordingly dependent upon distributions from Evercore LP to pay dividends and taxes and other expenses.

Evercore Partners Inc. will be a holding company and will have no material assets other than its ownership of partnership units in Evercore LP. Evercore Partners Inc. has no independent means of generating revenue. We intend to cause Evercore LP to make distributions to its partners in an amount sufficient to cover all applicable taxes payable and dividends, if any, declared by us. To the extent that Evercore Partners Inc. needs funds, and Evercore LP is restricted from making such distributions under applicable law or regulation, or is otherwise unable to provide such funds, it could materially adversely affect our liquidity and financial condition.

We will be required to pay our Senior Managing Directors for most of the benefits relating to any additional tax depreciation or amortization deductions we may claim as a result of the tax basis step-up we receive in connection with this offering and related transactions.

The Evercore LP partnership units held by our Senior Managing Directors may in the future be exchanged for shares of our Class A common stock. The exchanges may result in increases in the tax basis of the assets of Evercore LP that otherwise would not have been available. These increases in tax basis may reduce the amount of tax that we 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 intend to enter into a tax receivable agreement with our Senior Managing Directors that will provide for the payment by us to our Senior Managing Directors of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize as a result of these increases in tax basis. 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 shares of our Class A common stock 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 increases in the tax basis of the tangible and intangible assets of Evercore LP attributable to our interest in Evercore LP, during the expected term of the tax receivable agreement, the payments that we may make to our Senior Managing Directors could be substantial.

Although we are not aware of any issue that would cause the IRS to challenge a tax basis increase, our Senior Managing Directors will not reimburse us for any payments that may previously have been made under the tax receivable agreement. As a result, in certain circumstances we could make payments to the Senior Managing Directors under the tax receivable agreement in excess of our cash tax savings. Our 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, as discussed above, including the timing and amount of our future income.

If Evercore Partners Inc. were deemed an "investment company" under the Investment Company Act of 1940 as a result of its ownership of Evercore LP, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.

If Evercore Partners Inc. were to cease participation in the management of Evercore LP, its interest in Evercore LP could be deemed an "investment security" for purposes of the 1940 Act. Generally, a person is deemed to be an "investment company" if it owns investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items), absent an applicable exemption. Following this offering, Evercore Partners Inc. will have no material assets other than its equity interest in Evercore LP. A determination that this interest was an investment security could result in Evercore Partners Inc. being an investment company under the 1940 Act and becoming subject to the registration and other requirements of the 1940 Act.

The 1940 Act and the rules thereunder contain detailed parameters for the organization and operations 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, prohibit the issuance of stock options, and impose certain governance requirements. We intend to conduct our operations so that Evercore Partners Inc. will not be deemed to be an investment company under the 1940 Act. However, if anything were to happen which would cause Evercore Partners Inc. 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 Evercore Partners Inc., Evercore LP or our Senior Managing Directors, or any combination thereof and materially adversely affect our business, financial condition and results of operations.

Risks Related to Our Class A Common Stock and this Offering

Control by Messrs. Altman and Beutner of the voting power in Evercore Partners Inc. may give rise to conflicts of interests.

Our certificate of incorporation provides that the holders of the shares of our Class B common stock will be entitled to a number of votes that is determined pursuant to a formula that relates to the number of Evercore LP partnership units held by such holders. Under this formula, Messrs. Altman, Beutner and Aspe will, immediately following this offering, collectively be entitled to a number of votes equal to the total number of vested and unvested partnership units of Evercore LP held by all of our Senior Managing Directors, and our other Senior Managing Directors will have no voting power in Evercore Partners Inc. Accordingly, immediately following this offering, Messrs. Altman, Beutner and Aspe, will, collectively, have % of the voting power in Evercore Partners Inc., or % if the underwriters exercise in full their option to purchase additional shares. In addition, Messrs. Altman and Beutner have agreed to vote together with respect to all matters submitted to stockholders. As a result, Messrs. Altman and Beutner will have the ability to elect all of the members of our board of directors

and thereby to control our management and affairs, including determinations with respect to acquisitions, dispositions, borrowings, issuances of common stock or other securities, and the declaration and payment of dividends. In addition, they will be able to determine the outcome of all matters requiring stockholder approval and will be able to cause or prevent a change of control of our company or a change in the composition of our board of directors and could preclude any unsolicited acquisition of our company. The concentration of ownership could deprive our Class A stockholders of an opportunity to receive a premium for their common stock as part of a sale of our company and might ultimately affect the market price of our Class A common stock. As a result of the control exercised by Messrs. Altman and Beutner over us, none of our agreements with them have been negotiated on "arm's length" terms. We cannot assure you that we would not have received more favorable terms from an unaffiliated party.

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

Prior to this offering, there has been no public trading market for shares of our Class A common stock. It is possible that, after this offering, an active trading market will not develop or continue, which would make it difficult for you to sell your shares of Class A common stock at an attractive price or at all. The initial public offering price per share of our Class A common stock will be determined by agreement among us and the representative of the underwriters, and may not be indicative of the price at which the shares of our Class A common stock will trade in the public market after this offering.

The historical and pro forma financial information in this prospectus may not permit you to predict our costs of operations.

The historical financial information in this prospectus does not reflect the added costs we expect to incur as a public company or the resulting changes that will occur in our capital structure and operations. Because we have historically operated through limited liability companies, partnerships or sub-chapter S entities, payments for services rendered by our Senior Managing Directors generally have been accounted for as distributions of members' capital rather than as compensation expense. In preparing our pro forma financial information we have given effect to, among other items, the Reorganization described in "Organizational Structure", a deduction and charge to earnings of estimated taxes based on an estimated tax rate (which may be different from our actual tax rate in the future), estimated salaries, payroll taxes and benefits for our Senior Managing Directors, and the cash distribution of pre-incorporation profits to our Senior Managing Directors. The estimates we used in our pro forma financial information may not be similar to our actual experience as a public company. For more information on our historical financial information and pro forma financial information, see "Unaudited Pro Forma Financial Information", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the historical combined financial statements included elsewhere in this prospectus.

If securities analysts do not publish research or reports about our business or if they downgrade our company or our sector, the price of our Class A common stock could decline.

The trading market for our Class A common stock will depend in part on the research and reports that industry or financial analysts publish about us or our business. We do not control these analysts. Furthermore, if one or more of the analysts who do cover us downgrades our company or our industry, or the stock of any of our competitors, the price of our Class A common stock could decline. If one or more of these analysts ceases coverage of our company, we could lose visibility in the market, which in turn could cause the price of our Class A common stock to decline.

Our share price may decline due to the large number of shares eligible for future sale and for exchange.

The market price of our Class A common stock could decline as a result of sales of a large number of shares of Class A common stock 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 equity securities in the future at a time and at a price that we deem appropriate. After the consummation of this offering, we will have outstanding shares of Class A common stock. This number is primarily comprised of the shares of our Class A common stock we are selling in this offering, which may be resold immediately in the public market. See "Shares Eligible for Future Sale".

We have agreed with the underwriters not to dispose of or hedge any of our Class A common stock, subject to specified exceptions, during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of Lehman Brothers Inc. Subject to these agreements, we may issue and sell in the future additional shares of Class A common stock.

In addition, our Senior Managing Directors will, at the time of this offering, own an aggregate of partnership units in Evercore LP. Our amended and restated certificate of incorporation will allow the exchange of partnership units in Evercore LP (other than those held by us) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. Our directors and executive officers and certain of their affiliates have agreed with the underwriters not to dispose of or hedge any of our Class A common stock, subject to specified exceptions, during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of Lehman Brothers Inc. After the expiration of the 180-day lock-up period, the shares of Class A common stock issuable upon exchange of the partnership units that are held by our Senior Managing Directors will be eligible for resale from time to time, subject to certain contractual and Securities Act restrictions. In addition, we expect to grant to certain of our employees an aggregate of restricted stock units pursuant to the Evercore Partners Inc. 2006 Stock Incentive Plan at the time of this offering. of these restricted stock units will be fully vested and the remaining restricted stock units will be unvested and will vest upon the same conditions as the unvested partnership units of Evercore LP issued in connection with the Formation Transaction and the Protego Combination.

Our Senior Managing Directors are parties to a registration rights agreement with us. Under that agreement, after the expiration of the 180-day lock-up period, these persons will have the ability to cause us to register the shares of our Class A common stock they could acquire upon exchange of their partnership units in Evercore LP.

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

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 our Class A common stock in spite of our operating performance. In addition, our operating results could be below the expectations of public market analysts and investors, and in response, the market price of our Class A common stock could decrease significantly. You may be unable to resell your shares of our Class A common stock at or above the initial public offering price.

Anti-takeover provisions in our charter documents and Delaware law could delay or prevent a change in control.

Our certificate of incorporation and by-laws may delay or prevent a merger or acquisition that a stockholder may consider favorable by permitting our board of directors to issue one or more series of preferred stock, requiring advance notice for stockholder proposals and nominations, and placing limitations on convening stockholder meetings. In addition, we are subject to provisions of the Delaware General Corporation Law that restrict certain business combinations with interested stockholders. These provisions may also discourage acquisition proposals or delay or prevent a change in control, which could harm our stock price. See "Description of Capital Stock".

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”, “believes”, “expects”, “potential”, “continues”, “may”, “will”, “should”, “seeks”, “approximately”, “predicts”, “intends”, “plans”, “estimates”, “anticipates” or the negative version of these words or other comparable words. Such forward-looking statements are subject to various risks 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.

ORGANIZATIONAL STRUCTURE

Formation Transaction

Our business is presently owned by our Senior Managing Directors. Pursuant to a contribution and sale agreement, dated as of May 12, 2006, our Senior Managing Directors will immediately prior to this offering contribute to Evercore LP each of the various entities that conduct our businesses, with the exception of the general partners of the Evercore Capital Partners I and II and Evercore Ventures funds. More specifically, our Senior Managing Directors will contribute to Evercore LP all of the equity interests in:

- Evercore Group Holdings L.P. and its general partner, Evercore Group Holdings L.L.C. Evercore Group Holdings L.P. wholly owns Evercore Partners Services East L.L.C, the operating company that in turn wholly owns the advisors to the Evercore Capital Partners II and Evercore Ventures funds and certain other entities. In addition, Evercore Group Holdings L.P., through its non-managing membership in the general partner of the Evercore Capital Partners II fund, had $3.2 million of investments in and $6.6 million of commitments to that fund as of December 31, 2005;
- Evercore Advisors Inc., the advisor to the Evercore Capital Partners I fund, which will be converted into a limited liability company;
- Evercore Group L.L.C., Evercore's registered broker-dealer;
- Evercore Properties Inc., Evercore's leaseholding entity, which will be converted into a limited liability company; and
- Evercore GP Holdings L.L.C., which will become a non-managing member of the general partner of the Evercore Capital Partners II fund and will be entitled to 8% to 9% (depending on the particular fund investment) of any carried interest realized from that fund following this offering, which represents 10% of the carried interest currently allocable to our Senior Managing Directors.

In exchange for these contributions to Evercore LP, our Senior Managing Directors will receive partnership units in Evercore LP. In addition, we will distribute to our Senior Managing Directors cash and, to the extent cash is not available, notes or interests in certain accounts receivable so as to distribute to our Senior Managing Directors all earnings for the period from January 1, 2006 to the date of the closing of the contribution and sale agreement. We refer to these transactions, collectively, as the "Formation Transaction".

We will account for the Formation Transaction as an exchange between entities under common control and record the net assets and members' equity of the contributed entities at historical cost. We will account for the unvested partnership units to be issued in the Formation Transaction as future compensation expense.

Evercore LP was formed as a Delaware limited partnership on May 12, 2006. Evercore LP has not engaged in any business or other activities except in connection with its formation and the Formation Transaction and the Protego Combination described below. The completion of the Formation Transaction is a condition to this offering.

Combination with Protego

Protego's business is presently owned by its directors and other stockholders and conducted by Protego Asesores and its subsidiaries and Protego SI. Immediately prior to this offering, and concurrently with the Formation Transaction, we and Protego will undertake the following steps pursuant to the contribution and sale agreement, which we refer to collectively as the "Protego Combination":

- Evercore LP will acquire Protego Asesores and its subsidiaries (including a 70% interest in Protego Casa de Bolsa, Protego's asset management subsidiary) and Protego SI in exchange for $7.0 million aggregate principal amount of non-interest bearing notes; and
- Mr. Aspe and the other Protego Directors will become Senior Managing Directors of Evercore Partners and subscribe for of the partnership units of Evercore LP.

Of the $7.0 million in notes to be issued as a portion of the consideration for the Protego Combination, $6.05 million will be payable in cash and $0.95 million will be payable in shares of our Class A common stock valued at the initial public offering price per share in this offering. Assuming an initial public offering price of $ per share, we would issue shares of Class A common stock upon repayment of such notes. In addition, Protego will distribute to its Directors cash and, to the extent cash is not available, notes or interests in certain accounts receivable so as to distribute to its Directors all earnings for the period from January 1, 2005 to the date of the closing of the contribution and sale agreement.

We will account for the vested partnership units of Evercore LP to be issued in the Protego Combination as a component of the purchase price. We will account for the unvested partnership units to be issued in the Protego Combination as future compensation expense and not as part of the purchase consideration.

Incorporation of Evercore Partners Inc.

Evercore Partners Inc. was incorporated as a Delaware corporation on July 21, 2005. Evercore Partners Inc. has not engaged in any business or other activities except in connection with its formation. Prior to this offering, the certificate of incorporation of Evercore Partners Inc. will be amended and restated so that it:

- authorizes two classes of common stock—Class A common stock and Class B common stock—having the terms described in "Description of Capital Stock". The Class B common stock, shares of which will be held by limited partners of Evercore LP, provides its holder with no economic rights but entitles the holder to a number of votes as described in "Description of Capital Stock—Common Stock—Class B common stock"; and
- entitles the limited partners of Evercore LP, subject to the vesting and transfer restriction provisions of the Evercore LP partnership agreement, to exchange their partnership units for shares of Class A common stock on a one-for-one basis, subject to customary rate adjustments for stock splits, stock dividends and reclassifications.

Offering Transactions

Upon the consummation of this offering, Evercore Partners Inc. will contribute all of the proceeds from this offering to Evercore LP, and Evercore LP will issue to Evercore Partners Inc. a number of partnership units equal to the number of shares of Class A common stock that Evercore Partners Inc. has issued in connection with the Protego Combination and in this offering. In connection with its acquisition of partnership units in Evercore LP, Evercore Partners Inc. will also become the sole general partner of Evercore LP.

As a result of the Formation Transaction, the Protego Combination and the other transactions described above, which we collectively refer to as the "Reorganization", immediately following this offering:

- Evercore Partners Inc. will become the sole general partner of Evercore LP and, through Evercore LP and its subsidiaries, operate our business, including the business of Protego;
- our Senior Managing Directors, including the former Directors of Protego, will hold shares of our Class B common stock and partnership units in Evercore LP and Evercore Partners Inc. will hold partnership units in Evercore LP (or partnership units in Evercore LP if the underwriters exercise in full their options to purchase additional shares);
- our public stockholders (including certain former stockholders of Protego who will receive $0.95 million payable in shares of our Class A common stock as described above under "—Combination with Protego") will collectively own shares of Class A common stock (or shares if the underwriters exercise in full their option to purchase additional shares); and

- our public stockholders will collectively have % of the voting power in Evercore Partners Inc. (or % if the underwriters exercise in full their option to purchase additional shares) and Messrs. Altman, Beutner and Aspe will have % of the voting power in Evercore Partners Inc. (or % if the underwriters exercise in full their option to purchase additional shares). See "Description of Capital Stock".

Under the terms of the Evercore LP partnership agreement, all of the partnership units received by our Senior Managing Directors in the Formation Transaction and subscribed for by the Directors of Protego in the Protego Combination will be subject to restrictions on transfer and exchange, and 66 2/3% of the partnership units received by our Senior Managing Directors other than Mr. Altman, Mr. Beutner and Mr. Aspe will, with specified exceptions, be subject to forfeiture and re-allocation to other Senior Managing Directors (or, in the event that there are no eligible Senior Managing Directors, to forfeiture and cancellation) if the Senior Managing Director ceases to be employed by us prior to the occurrence of specified vesting events. All of the partnership units received in the Formation Transaction and the Protego Combination by Mr. Altman, Mr. Beutner and Mr. Aspe, and 33 1/3% of the partnership units received by our other Senior Managing Directors, will be fully vested as of the date of issuance. See "Related Party Transactions—Evercore LP Partnership Agreement".

Holding Company Structure

Evercore Partners Inc. will be a holding company and its sole asset will be a controlling equity interest in Evercore LP. As the sole general partner of Evercore LP, Evercore Partners Inc. will operate and control all of the business and affairs of Evercore LP. Through Evercore LP, we will continue to conduct the business conducted prior to this offering by Evercore LP's operating subsidiaries, including the business of Protego. Evercore Partners Inc. will consolidate the financial results of Evercore LP and its subsidiaries and the ownership interest of our Senior Managing Directors in Evercore LP will be reflected as a minority interest in Evercore Partners Inc.'s consolidated financial statements.

Pursuant to the partnership agreement of Evercore LP, Evercore Partners Inc. has the right to determine when distributions will be made to the partners of Evercore LP and the amount of any such distributions. If Evercore Partners Inc. authorizes a distribution, such distribution will be made to the partners of Evercore LP (1) in the case of a tax distribution (as described below), to the holders of vested partnership units in proportion to the amount of taxable income of Evercore LP allocated to such holder and (2) in the case of other distributions, pro rata in accordance with the percentages of their respective vested partnership interests. Evercore Partners Inc. may, however, authorize a distribution to the partners of Evercore LP who hold vested and unvested units in accordance with the percentages of their respective vested and unvested partnership interests in the event of an extraordinary dividend, refinancing, restructuring or similar transaction.

The holders of partnership units in Evercore LP, including Evercore Partners Inc., will incur U.S. federal, state and local income taxes on their proportionate share of any net taxable income of Evercore LP. Net profits and net losses of Evercore LP will generally be allocated to its partners pro rata in accordance with the percentages of their respective partnership interests. Accordingly, net profits and net losses of Evercore LP will initially be allocated approximately % to Evercore Partners Inc. and approximately % to our Senior Managing Directors, or approximately % and %, respectively, if the underwriters exercise in full their option to purchase additional shares. The partnership agreement will provide for cash distributions to the holders of vested partnership units of Evercore LP if Evercore Partners Inc. determines that the taxable income of Evercore LP will give rise to taxable income for its partners. In accordance with the partnership agreement, we intend to cause Evercore LP to make cash distributions to the holders of vested partnership units of Evercore LP for purposes of funding their tax obligations in respect of the income of Evercore LP that is allocated to them. Generally, these tax distributions will be computed based on our estimate of the net taxable income of Evercore LP allocable to such holder of vested partnership units 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 nondeductibility of certain expenses and the character of our income). If we had effected the Reorganization on January 1, 2005, the assumed effective tax rate for 2005 would have been approximately 44%.

After this offering, Evercore LP also intends to make distributions to Evercore Partners Inc. in order to fund any dividends Evercore Partners Inc. may declare on the Class A common stock. If Evercore Partners Inc. declares such dividends, our Senior Managing Directors will be entitled to receive equivalent distributions pro rata based on their partnership interests in Evercore LP, although these individuals will not be entitled to receive any such dividend-related distributions in respect of unvested partnership units.

USE OF PROCEEDS

We estimate that our net proceeds from this offering, at an assumed initial public offering price of $ per share and after deducting estimated underwriting discounts, commissions and offering expenses, will be approximately $, or $ if the underwriters exercise in full their option to purchase additional shares. We intend to use $ million of these proceeds to repay all of our outstanding borrowings under our credit agreement, $ to repay the non-interest bearing notes to be issued as a portion of the consideration for the Protego Combination and the remainder to expand and diversify our advisory and investment management businesses and for general corporate purposes. Pending specific application of the net proceeds, we expect to use the net proceeds to purchase U.S. Government securities, other short-term, highly-rated debt securities and money market funds.

Our credit agreement is a 364-day $30 million revolving line of credit that matures on the earlier of the consummation of this offering and December 31, 2006. The interest rate on borrowings under the credit agreement is LIBOR plus 200 basis points for any amount drawn and a commitment fee of 1/2 of 1% per annum for any unused portion. Proceeds from these borrowings have been used for working capital purposes including funding of our ongoing investment management activities.

Affiliates of Lehman Brothers Inc., J.P. Morgan Securities Inc. and Goldman, Sachs & Co. are the lenders under our credit agreement and will, accordingly, indirectly receive the proceeds used to repay those borrowings.

DIVIDEND POLICY

Following this offering and subject to legally available funds, we intend to pay a quarterly cash dividend initially equal to $ per share of Class A common stock, commencing with the quarter of 2006. The declaration and payment of any future dividends will be at the sole discretion of our board of directors. Our board of directors will take into account:

- general economic and business conditions;
- our financial condition and operating results;
- our available cash and current and anticipated cash needs;
- capital requirements;
- contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including Evercore LP) to us; and
- such other factors as our board of directors may deem relevant.

If we pay such dividends, our Senior Managing Directors will be entitled to receive equivalent distributions from Evercore LP on their vested partnership units.

CAPITALIZATION

The following table sets forth our capitalization as of December 31, 2005:

- on a historical basis for Evercore Holdings;
- on a pro forma basis for Evercore LP giving effect to the Formation Transaction and the Protego Combination described in "Organizational Structure"; and
- on a pro forma basis for Evercore Partners Inc. giving effect to the Formation Transaction and Protego Combination described in "Organizational Structure", as well as to:
  - the issue and sale by Evercore Partners Inc. of shares of Class A common stock in this offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us in this offering and our use of a portion of the proceeds to repay debt as described in "Use of Proceeds"; and
  - the acquisition by Evercore Partners Inc. of an equivalent number of newly issued partnership units of Evercore LP.

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

	December 31, 2005		
($ in thousands, except par value)	**Evercore Holdings Historical**	**Evercore LP Pro Forma**	**Evercore Partners Inc. Pro Forma as Adjusted**
Short-Term Debt	$ —	$ 19,921	$
Capital Leases	425	425	
Minority Interest	274	783	
Members' Capital	51,301	20,043	
Class A Common Stock, par value $0.01 per share, shares authorized; Class A shares of common stock issued and outstanding	—	—	
Class B Common Stock, par value $0.01 per share, shares authorized; Class B shares of common stock issued and outstanding	—	—	
Restricted Stock Units, restricted stock units issued and outstanding on a pro forma basis as adjusted for this offering	—	—	
Additional Paid-in-Capital			
Accumulated Other Comprehensive Income	204	204	
Total Capitalization	$52,204	$ 41,376	$

DILUTION

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

Our pro forma net tangible book value as of December 31, 2005 was approximately $(12.7) million, or $ per share of our Class A common stock. Pro forma net tangible book value represents the amount of total tangible assets less total liabilities, after giving effect to the Formation Transaction and the Protego Combination, and pro forma net tangible book value per share represents pro forma net tangible book value divided by the number of shares of Class A common stock outstanding, after giving effect to the Reorganization and assuming that all of the limited partners of Evercore LP exchanged their vested partnership units for newly-issued shares of our Class A common stock on a one-for-one basis.

After giving effect to the sale of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share, the midpoint of the price range on the cover of this prospectus our pro forma net tangible book value would have been $ million, or $ per share. This represents an immediate increase in net tangible book value (or a decrease in net tangible book deficit) of $ per share to existing equityholders and an immediate dilution in net tangible book value of $ per share to new investors.

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

Assumed Initial Public Offering Price Per Share	$
Pro Forma Net Tangible Book Value Per Share as of December 31, 2005	
Increase in Pro Forma Net Tangible Book Value Per Share Attributable to New Investors	
Pro Forma Net Tangible Book Value per Share After the Offering	
Dilution in Pro Forma Net Tangible Book Value per Share to New Investors	$

The following table summarizes, on the same pro forma basis as of December 31, 2005, the total number of shares of Class A common stock purchased from us, the total cash consideration paid to us and the average price per share paid by the existing equityholders and by new investors purchasing shares in this offering, assuming that all of the limited partners of Evercore LP exchanged their vested partnership units for shares of our Class A common stock on a one-for-one basis.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing Equity Holders					
New Investors					
Total					

Of the partnership units to be held by the limited partners of Evercore LP immediately following this offering will be fully vested and will be unvested. If we had assumed that all of the limited partners exchanged their unvested partnership units in addition to their vested partnership units for newly issued shares of our Class A common stock, the dilution in pro forma net tangible book value per share to new investors would have been greater and the average price per share paid by the existing equityholders would have been lower.

UNAUDITED PRO FORMA FINANCIAL INFORMATION

The following unaudited condensed consolidated pro forma statement of income for the year ended December 31, 2005 and the unaudited condensed consolidated pro forma statement of financial condition at December 31, 2005 present the consolidated results of operations and financial position of Evercore Partners Inc. assuming that all of the transactions described under "Organizational Structure" had been completed as of January 1, 2005 with respect to the unaudited condensed consolidated pro forma statements of income data, and at December 31, 2005 with respect to the unaudited condensed consolidated pro forma statement of financial condition data. 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 and this offering, on the historical financial information of Evercore Holdings. The adjustments are described in the notes to the unaudited condensed consolidated pro forma statement of income and the unaudited condensed consolidated pro forma statement of financial condition.

The Evercore LP pro forma adjustments principally give effect to the following items:

- the Formation Transaction described in "Organizational Structure"; and
- the Protego Combination described in "Organizational Structure".

The Evercore Partners Inc. pro forma adjustments principally give effect to the Formation Transaction and the Protego Combination described in "Organizational Structure" as well as the following matters:

- in the case of the unaudited condensed consolidated pro forma statement of income data, total compensation and benefits expenses equivalent to 50% of our total revenue (see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Operating Expenses—Employee Compensation and Benefits Expense");
- in the case of the unaudited condensed consolidated pro forma statement of income data, the provision for corporate income taxes at an effective tax rate of approximately 44%; and
- this offering and our use of a portion of the proceeds to repay debt as described in "Use of Proceeds".

The unaudited condensed consolidated pro forma financial information of Evercore Partners Inc. should be read together with "Organizational Structure", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the Evercore Holdings and Protego historical financial statements and related notes included elsewhere in this prospectus.

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 Evercore that would have occurred had we operated as a public company during the periods presented. The unaudited condensed consolidated pro forma financial information should not be relied upon as being indicative of our results of operations or financial condition had the transactions contemplated in connection with the Formation Transaction, the Protego Combination and this offering been completed on the dates assumed. The unaudited condensed consolidated pro forma financial information also does not project the results of operations or financial position for any future period or date.

Unaudited Condensed Consolidated Pro Forma Statement of Income

($ in thousands, except per share data)	Year Ended December 31, 2005								
	Evercore Historical	Adjustments for Formation	Evercore Post Formation	Protego Historical	Protego Combination Adjustments	Protego as Adjusted	Evercore LP Pro Forma	Adjustments for Offering	Evercore Partners Inc. Pro Forma
Advisory Revenue	$ 110,842	$	$ 110,842	$ 16,388	$	$ 16,388	$ 127,230	$	$
Investment Management Revenue	14,584	976 (a)	15,560	2,855		2,855	18,415		
Interest Income and Other Revenue	209		209	278		278	487		
Total Revenues	125,635	976	126,611	19,521	—	19,521	146,132		
Compensation and Benefits	24,115		24,115	8,347		8,347	32,462	40,605 (f)	
Professional Fees	23,892		23,892	3,742		3,742	27,634		
Other Operating Expenses	11,096	(162)(a)	10,934	3,280		3,280	14,214		
Amortization of Intangibles	—		—	—	3,000 (c)	3,000	3,000		
Total Expenses	59,103	(162)	58,941	15,369	3,000	18,369	77,310	40,605	
Income Before Minority Interest and Income Tax	66,532	1,138	67,670	4,152	(3,000)	1,152	68,822	(40,605)	
Minority Interest	8	(8)(a)	—	(1,199)	465 (d)	(734)	(734)	(g)	
Income Before Taxes	66,524	1,146	67,670	5,351	(3,465)	1,886	69,556		
Provision for Income Taxes	3,372	(831)(b)	2,541	1,969	(e)	1,969	4,510	(h)	
Net Income	$ 63,152	$ 1,977	$ 65,129	$ 3,382	$ (3,465)	$ (83)	$ 65,046	$	$
Weighted Average Shares of Class A Common Stock Outstanding:									
Basic									(i)
Diluted									(i)
Net Income Available to Holders of Shares of Class A Common Stock Per Share:									
Basic									(i)
Diluted									(i)

Notes to Unaudited Condensed Consolidated Pro Forma Statement of Income ($ in thousands, unless otherwise noted)

The Unaudited Condensed Consolidated Pro Forma Statement of Income assumes an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus.

(a) Adjustment reflects the elimination of the historical results of operations for the general partners of the Evercore Capital Partners I, Evercore Capital Partners II and Evercore Ventures funds and certain other entities through which Messrs. Altman and Beutner have invested capital in the Evercore Capital Partners I fund, which will not be contributed to Evercore LP. See “Organizational Structure—Formation Transaction”. For 2005, this adjustment reflects $976 of net losses associated with carried interest and portfolio investments, $8 minority interest, and $162 of general partnership level expenses.

(b) Adjustment reflects the tax impact on Evercore LP’s New York City Unincorporated Business Tax, or “UBT”, associated with adjustments for the Formation Transaction. Since the entities that form Evercore have been limited liability companies, partnerships or sub-chapter S entities, Evercore’s income has not been subject to U.S. federal income taxes. Taxes related to income earned by limited liability companies and partnerships represent obligations of the individual Senior Managing Directors. Income taxes shown on Evercore Holdings’ historical combined statements of income are attributable to the New York City UBT, attributable to Evercore’s operations apportioned to New York City.

(c) Reflects the amortization of intangible assets acquired in conjunction with the purchase of Protego with an estimated useful life ranging from 0.5 years to five years. See Notes (e) and (o) under “Notes to Unaudited Condensed Consolidated Pro Forma Statement of Financial Condition”.

(d) Reflects an adjustment to eliminate a minority interest of 19% in Protego’s asset management subsidiary that Evercore acquired as part of the Protego Combination.

(e) For tax purposes, no tax benefit will be realized related to the intangible assets acquired by Evercore LP in conjunction with the Protego Combination. However, a tax benefit will be realized by Evercore Partners Inc. upon consummation of this offering. See Note (h) under “Notes to Unaudited Condensed Consolidated Pro Forma Statement of Financial Condition.”

(f) Historically the entities that form Evercore have been limited liability companies, partnerships or sub-chapter S entities. Accordingly, payments for services rendered by our Senior Managing Directors generally have been accounted for as distributions of members' capital rather than as compensation expense. Following this offering, we will include all payments for services rendered by our Senior Managing Directors in compensation and benefits expense. Our policy will be to set our total employee compensation and benefits expense at a level not to exceed 50% of our total revenue each year (excluding, for purposes of this calculation, any revenue or compensation and benefits expense relating to gains (or losses) on investments or carried interest). However, we may record compensation and benefits expense in excess of this percentage to the extent that such expense is incurred due to a significant expansion of our business or to any vesting of the partnership units to be held by our Senior Managing Directors or restricted stock units to be received by our non-Senior Managing Director employees at the time of this offering. We may change this policy in the future. An adjustment has been made to Evercore Partners Inc. to reflect total compensation and benefits expense as 50% of total revenue. See Note (y) under "Notes to Unaudited Condensed Consolidated Pro Forma Statement of Financial Condition".

	Evercore	Protego	Total
Post Formation Total Revenues	$ 126,611		$ 126,611
Historical Total Revenues		$ 19,521	19,521
Compensation Expense Threshold – 50%	63,306	9,761	73,067
Historical Compensation and Benefits	(24,115)	(8,347)	(32,462)
Total Pro Forma Compensation and Benefits Expense Adjustment	$ 39,191	$ 1,414	$ 40,605

(g) Reflects an adjustment to record the % minority interest ownership of our Senior Managing Directors in Evercore LP relating to their vested partnership units, assuming shares of Class A common stock are issued in conjunction with this offering. Partnership units of Evercore LP are, subject to certain limitations, exchangeable into shares of Class A common stock of Evercore Partners Inc. on a one-for-one basis.

(h) As a limited liability company, partnership or sub-chapter S entity, we were generally not subject to income taxes except in foreign and local jurisdictions. An adjustment has been made to increase our effective tax rate to approximately 44%, reflecting assumed federal, foreign, state and local income taxes resulting from our reorganization to corporate structure. The holders of partnership units in Evercore LP, including Evercore Partners Inc., will incur U.S. federal, state and local income taxes on their proportionate share of any net taxable income of Evercore LP. In accordance with the partnership agreement pursuant to which Evercore LP will be governed, we intend to cause Evercore LP to make pro rata cash distributions to our Senior Managing Directors and Evercore Partners Inc. for purposes of funding their tax obligations in respect of the income of Evercore LP that is allocated to them. The following table reflects the adjustment to arrive at total income subject to tax for Evercore Partners Inc.:

Operating Income	$
Less Minority Interest (not subject to income tax)	
Total Income (subject to income tax)	$

(i) For the purposes of the pro forma net income per share calculation, the weighted average shares outstanding, basic and diluted, are calculated based on:

	Year Ended December 31, 2005	
	Evercore Partners Inc. Pro Forma	
	Basic	Diluted
Evercore Partners Inc. Shares of Class A Common Stock		
Evercore Partners Inc. Restricted Stock Units – vested		
Evercore LP Partnership Units – vested		
New Shares from Offering		
Weighted Average Shares of Class A Common Stock Outstanding		

Of the Evercore LP partnership units to be held by parties other than Evercore Partners Inc. immediately following this offering, will be fully vested and will be unvested. We have concluded that at the current time it is not probable that the conditions relating to the vesting of these unvested partnership units will be achieved or satisfied and, accordingly, these unvested partnership units are not included in our weighted average shares outstanding for purposes of calculating our basic or diluted net income per share. Any vesting of these unvested partnership units would have a significant dilutive effect on our net income per share. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Operating Expenses—Employee Compensation and Benefits Expense".

Basic and diluted net income per share are calculated as follows:

	Year Ended December 31, 2005
	Evercore Partners Inc. Pro Forma
Basic Net Income Per Share	
Net Income Available to Holders of Shares of Class A Common Stock	$
Weighted Average Shares of Class A Common Stock Outstanding	
Basic Net Income Per Share of Class A Common Stock	$
Diluted Net Income Per Share	
Net Income Available to Holders of Shares of Class A Common Stock	$
Adjustments:	
Minority Interest	
Income Before Minority Interest	
Weighted Average Shares of Class A Common Stock Outstanding	
Diluted Net Income Per Share of Class A Common Stock	$

Unaudited Condensed Consolidated Pro Forma Statement of Financial Condition

($ in thousands, except per share data)	Evercore Historical	Adjustments for Formation	Evercore Post Formation	Protego Historical	Protego Combination Adjustments(m)	Protego As Adjusted	Evercore LP Pro Forma	Adjustments for Offering	Evercore Partners Inc. Pro Forma
	As of December 31, 2005								
Cash and Cash Equivalents	$ 39,374	$ (33,796)(j)(k)	$ 5,578	$ 4,247	$ (3,382)(m)	$ 865	$ 6,443	$ (u)(v)	$
Accounts Receivable	12,921		12,921	1,147		1,147	14,068		
Investments at Fair Value	16,755	(13,116)(j)	3,639	1,350		1,350	4,989		
Goodwill	—	—	—		29,917(n)	29,917	29,917		
Intangible Assets					3,770(o)	3,770	3,770		
Other Assets	12,362	(368)(j)	11,994	2,365	(1,911)(p)	454	12,448	(w)	
Total Assets	$ 81,412	$ (47,280)	$ 34,132	$ 9,109	$ 28,394	$ 37,503	$ 71,635	$	$
Accrued Compensation and Benefits	$ 13,165	$ —	$ 13,165	$ 273	$	$ 273	$ 13,438	$	$
Accounts Payable and Accrued Expenses	11,672	—	11,672	638		638	12,310		
Notes Payable	—	12,921 (k)	12,921	—	7,000(q)	7,000	19,921	(v)	
Other Liabilities	4,796	(1,159)(j)	3,637	1,299		1,299	4,936		
Total Liabilities	29,633	11,762	41,395	2,210	7,000	9,210	50,605	—	
Minority Interest	274	(274)(j)	—	1,279	(496)(r)	783	783	(x)	
Members' Capital	51,301	(58,768)(j)(k)	(7,467)(l)	—	27,510 (s)	27,510	20,043		
Retained Earnings				5,299	(5,299)(m)(t)	—	—		
Accumulated Other Comprehensive Income	204	—	204	313	(313)(t)	—	204		
Class A Common Stock, $0.01 par value per share	—	—	—	—	—	—	—	(u)(v)	
Class B Common Stock, $0.01 par value per share	—	—	—	—	—	—	—	(u)	
Restricted Stock Units	—	—	—	—	—	—	—	(y)	
Additional Paid-in-Capital	—	—	—	8	(8)(t)	—	—	(u)(w)	
Total Stockholders' Equity	51,779	(59,042)	(7,263)	6,899	21,394	28,293	21,030		
Total Liabilities and Stockholders' Equity	$ 81,412	$ (47,280)	$ 34,132	$ 9,109	$ 28,394	$ 37,503	$ 71,635	$	$

Notes to Unaudited Condensed Consolidated Pro Forma Statement of Financial Condition ($ in thousands, except per share data)

The Unaudited Condensed Consolidated Pro Forma Statement of Financial Condition assumes an initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus.

(j) The cash, investments, other assets, other liabilities, minority interest and members' capital of the general partners of the Evercore Capital Partners I, Evercore Capital Partners II and Evercore Ventures private equity funds and certain other entities through which Messrs. Altman and Beutner have invested capital in the Evercore Capital Partners I fund are eliminated for the presentation of the unaudited condensed consolidated pro forma statement of financial condition since these entities will not be contributed to Evercore Capital Partners Inc. Refer to "Organizational Structure—Formation Transaction".

(k) Reflects the pro forma cash distribution of pre-offering profits in the amount of $46 million as of December 31, 2005 to our Senior Managing Directors to be effected immediately prior to the closing of this offering. The distributions are to be funded with available cash, with the remainder to be funded by a non-interest bearing note equal to the accounts receivable at a date prior to the closing of this offering, to be repaid upon collection of such accounts receivable. The table below reflects this pro forma cash distribution as of December 31, 2005.

Cash Distribution	$ 33,079
Notes Payable	12,921
Total Pro Forma Cash Distribution	$ 46,000

(l) The accumulated deficit represents distributions to members in excess of book income.

(m) Represents adjustments to recognize the acquisition of Protego, which includes a 70% majority interest in its asset management subsidiary. The purchase price does not include unvested Evercore LP partnership units issued by Evercore LP in connection with the acquisition, for which, among other things, employee service subsequent to the consummation date of the acquisition is required in order for the units to vest.

A final determination of required purchase accounting adjustments, including the allocation of the purchase price, has not yet been made. Accordingly, the purchase accounting adjustments made in connection with these unaudited condensed consolidated pro forma financial statements are preliminary and have been made solely for the purposes of developing such condensed consolidated pro forma financial statements.

Estimated Purchase Price	
Non-Interest Bearing Evercore LP Notes	$ 7,000
Evercore LP Partnership Units (vested)	27,510
Acquisition Costs	1,911
Estimated Purchase Price	$36,421

Estimated Purchase Price Allocation	
Cash	$ 4,247
Less: Pre-Protego Combination Profits Distribution	(3,382)
Net Cash	865
Accounts Receivable	1,147
Investments	1,350
Intangible Assets	3,770
Other Assets	2,365
Current Liabilities	(2,210)
Minority Interest	(783)
Identifiable Net Assets	6,504
Goodwill	$29,917

Pursuant to the agreement with Protego, the above calculation reflects a pro forma cash distribution of pre-Protego Combination profits to the Protego Directors immediately prior to the closing of this offering. The distributions are to be funded with available cash, with any remainder to be funded with a non-interest bearing note equal to any accounts receivable at a date prior to the closing of this offering, which would be repaid upon collection of such accounts receivable. The table above reflects this pro forma distribution as of December 31, 2005.

(n) Reflects the residual value of goodwill attributable to the acquisition. Goodwill is based on a provisional purchase price allocation and is equal to the purchase price in excess of the estimated fair value of identifiable net assets acquired, as set forth in Note (m) above.

(o) Reflects the fair value of intangible assets acquired. Such amount will be amortized over the estimated useful lives of the intangible assets which have been assumed to range from 0.5 to five years for purposes of these condensed consolidated pro forma financial statements.

(p) Reflects the elimination of direct costs which have been capitalized in Evercore's historical statement of financial condition, associated with the acquisition of Protego incurred prior to December 31, 2005. These costs have been added to the estimated purchase price. See Note (m) above.

(q) Reflects the issuance of the aggregate principal amount of non-interest bearing Evercore LP notes that are payable in cash of $6.1 million, and $0.9 million of Class A common stock immediately following the closing of this offering (the "Evercore LP Notes").

(r) Reflects an adjustment to eliminate a minority interest of 19% in Protego's asset management subsidiary acquired by Evercore as part of the Protego Combination.

(s) Reflects the fair value of vested Evercore LP partnership units issued in connection with the purchase of Protego.

(t) Reflects the elimination of Protego's shareholder equity accounts including retained earnings, accumulated other comprehensive income and additional paid-in capital.

(u) Reflects net proceeds from the sale by us of shares of Class A common stock pursuant to this offering, assuming an initial public offering price of $ per share of Class A common stock, the midpoint of the price range set forth on the cover page of this prospectus, less estimated underwriting discounts and commissions and expenses payable in connection with this offering and the related transactions.

(v) Reflects repayment of the Evercore LP Notes issued to effect the Protego Combination using net proceeds from this offering of $6.1 million and the issuance of $0.9 million of Class A common stock.

(w) Reflects the elimination of direct costs of this offering.

(x) Reflects a minority interest adjustment for the ownership of vested Evercore LP partnership units held directly by our Senior Managing Directors, assuming shares of Class A common stock are issued in connection with this offering. Partnership units of Evercore LP are, subject to certain limitations, exchangeable into shares of Class A common stock of Evercore Partners Inc. on a one-for-one basis.

(y) Reflects the anticipated one time grant of restricted stock units. We expect to grant restricted stock units with an aggregate value of $ million to our non-Senior Managing Director employees at the time of this offering. $ million of these restricted stock units will be fully vested and, as a result, we will record compensation and benefits expense at the time of this offering equal to the value of these fully vested restricted stock units. Such expense has been excluded from the unaudited condensed consolidated pro forma statement of income as the charge is a non-recurring charge directly attributable to the acquisition. The remaining $ million of these restricted stock units will be unvested and will vest only upon the same conditions as the unvested partnership units of Evercore LP issued in connection with the Formation Transaction and the Protego Combination described above. If and when these unvested restricted stock units vest, we will record compensation and benefits expense at the time of vesting equal to the grant date fair value of the Class A common stock of Evercore Partners Inc. deliverable pursuant to such restricted stock units, which would be calculated based on the initial public offering price of the Class A common stock.

SELECTED HISTORICAL FINANCIAL AND OTHER DATA

The following selected combined financial and other data of Evercore Holdings should be read together with "Summary Historical and Pro Forma Financial and Other Data", "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.

We derived the selected historical combined statement of income data of Evercore Holdings for each of the years ended December 31, 2003, 2004 and 2005 and the selected combined statement of financial condition data as of December 31, 2004 and 2005 from our historical combined financial statements audited by Deloitte & Touche LLP which are included elsewhere in this prospectus. We derived the selected historical combined statement of financial condition data as of December 31, 2003 and the selected historical combined statement of income data of Evercore Holdings for the year ended December 31, 2002 from our historical combined financial statements audited by Deloitte & Touche LLP which are not included in this prospectus.

We derived the selected historical combined statement of income data of Evercore Holdings for the year ended December 31, 2001 and the selected combined statement of financial condition data as of December 31, 2001 and 2002 from our unaudited combined financial statements which are not included in this prospectus. The unaudited combined financial statements of Evercore Holdings have been prepared on substantially the same basis as the audited combined financial statements and include all adjustments that we consider necessary for a fair presentation of our combined financial position and results of operations for all periods presented.

We derived the unaudited pro forma data of Evercore Partners Inc. for the year ended December 31, 2005 from the pro forma data included in "Unaudited Pro Forma Financial Information" included elsewhere in this prospectus.

Selected Historical Financial and Other Data

	Evercore Holdings Year Ended December 31,				
	2001	2002	2003	2004	2005
($ in thousands, except per share data)					
Statement of Income Data					
Revenues:					
Advisory	$ 40,206	$ 25,108	$ 26,302	$ 69,205	$ 110,842
Investment Management	5,267	32,921	33,568	16,967	14,584
Interest Income and Other	556	309	250	145	209
Total Revenues	46,029	58,338	60,120	86,317	125,635
Expenses:					
Employee Compensation and Benefits(a)	15,178	12,092	12,448	17,084	24,115
Other Operating Expenses	11,182	10,397	12,432	17,389	34,988
Total Operating Expenses	26,360	22,489	24,880	34,473	59,103
Other Income	—	—	—	76	—
Operating Income	19,669	35,849	35,240	51,920	66,532
Minority Interest	(7)	(13)	(9)	29	8
Income Before Taxes	19,676	35,862	35,249	51,891	66,524
Provision for Income Taxes(b)	378	1,065	905	2,114	3,372
Net Income	$ 19,298	$ 34,797	$ 34,344	$ 49,777	$ 63,152
Pro Forma Basic Net Income Per Share					(c)
Pro Forma Diluted Net Income Per Share					(c)
Pro Forma Basic Weighted Average Shares of Class A Common Stock					(c)
Pro Forma Diluted Weighted Average Shares of Class A Common Stock					(c)
($ in thousands)					
Operating Metrics					
Advisory:					
Number of Advisory Clients	26	29	35	45	58
Advisory Senior Managing Director Headcount	3	5	6	8	11
Advisory Revenue per Advisory Senior Managing Director	$13,402	$5,022	$4,384	$8,651	$10,077
Investment Management:					
Capital Commitments	$ 850,245	$ 1,152,699	$ 1,237,188	$ 1,237,188	$ 1,237,188
Capital Invested	109,557	30,774	206,823	15,076	179,509
Gross Realized Proceeds	101,039	50,594	308,050	35,087	85,488
Investment Management Senior Managing Director Headcount	3	5	6	6	6
Management and Portfolio Company Fees	$ 7,039	$ 18,039	$ 20,846	$ 13,829	$ 15,560
Carried Interest and Investment Income(d)	(1,772)	14,882	12,722	3,138	(976)

	Evercore Holdings As of December 31,				
	2001	2002	2003	2004	2005
($ in thousands)					
Statement of Financial Condition Data					
Total Assets	$ 40,306	$ 45,527	$ 42,343	$ 71,681	$ 81,412
Total Liabilities	15,807	19,694	15,135	20,137	29,633
Minority Interest	65	123	155	265	274
Members' Equity	24,434	25,710	27,053	51,279	51,505

(a) Because the entities that form Evercore have been limited liability companies, partnership or sub-chapter S entities, payments for services rendered by our Senior Managing Directors generally have been accounted for as distributions of members' capital rather than

as compensation expense. Following this offering, we will include all payments for services rendered by our Senior Managing Directors in compensation and benefits expense. Accordingly, our historical operating expenses are not comparable to, and are lower than, the operating expenses we expect to incur after this offering. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Operating Expenses—Employee Compensation and Benefits Expense".

(b) We have historically operated as a partnership or, in the case of certain combined subsidiaries, an S corporation, for U.S. federal income tax purposes. As a result, our income has not been subject to U.S. federal income taxes. Following this offering, Evercore Partners Inc. will be subject to additional entity-level taxes that will be reflected in our consolidated financial statements. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Provision for Income Taxes".

(c) For the purposes of the Evercore Partners Inc. pro forma net income per share calculation, the weighted average shares outstanding, basic and diluted, are calculated based on:

	Year ended December 31, 2005 Pro Forma	
	Basic	Diluted
Evercore Partners Inc. Class A common stock		
Evercore Partners Inc. Restricted Stock Units – vested		
Evercore LP Partnership Units – vested		
New Shares from Offering		
Weighted Average Shares of Class A Common Stock Outstanding		

Of the Evercore LP partnership units to be held by parties other than Evercore Partners Inc. immediately following this offering, will be fully vested and will be unvested. We have concluded that at the current time it is not probable that the conditions relating to the vesting of these unvested partnership units will be achieved or satisfied and, accordingly, these unvested partnership units are not included in our weighted average shares outstanding for purposes of calculating our basic or diluted net income per share. Any vesting of these unvested partnership units would have a significant dilutive effect on our net income per share. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Key Financial Measures — Operating Expenses — Employee Compensation and Benefits Expense".

For the purposes of the Evercore Partners Inc. pro forma basic and diluted net income per share are calculated as follows:

	Year ended December 31, 2005 Pro Forma
Basic Net Income Per Share	
Net Income Available to Holders of Shares of Class A Common Stock	$
Weighted Average Shares of Class A Common Stock Outstanding	
Basic Net Income Per Share of Class A Common Stock	$
Diluted Net Income Per Share	
Net Income Available to Holders of Shares of Class A Common Stock	$
Adjustments:	
Minority Interest	
Income Before Minority Interest	
Weighted Average Shares of Class A Common Stock Outstanding	
Diluted Net Income Per Share of Class A Common Stock	$

(d) Our historical combined results of operations include the results of the general partners of the private equity funds that we currently manage and certain other entities through which Messrs. Altman and Beutner have invested capital in the Evercore Capital Partners I fund. These results include the carried interest earned by the general partners and realized and unrealized gains or losses on the investments in these funds made by the general partners and these other entities. Following this offering, we will no longer consolidate the results of the general partners of the private equity funds we currently manage or these other entities. However, through our equity interest in the general partner of the Evercore Capital Partners II fund, we will recognize as revenue 8% to 9% (depending on the particular fund investment) of any carried interest realized from that fund following this offering, which represents 10% of the carried interest currently allocable to our Senior Managing Directors. We will also continue to recognize revenue based on our share of that fund's realized or unrealized gains or losses. We expect to consolidate the general partners of any future private equity funds we manage. Accordingly, we expect to record as revenue 100% of any carried interest and realized or unrealized gains (or losses) on investments earned by these entities. However, we expect to allocate to our Senior Managing Directors and other employees through the direct equity interests these individuals will hold in these entities approximately 60% to 70% of any such carried interest. In addition, these individuals will be entitled to any such gains (or losses) on investment based on the amount of the general partners' capital they contribute in respect of any such future fund.

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 the related notes included elsewhere in this prospectus.

The historical combined financial data discussed below reflect the historical results of operations and financial position of Evercore Holdings. These historical combined financial data do not give effect to the Reorganization, including our combination with Protego, or to the completion of this offering. See "Organizational Structure" and "Unaudited Pro Forma Financial Information" included elsewhere in this prospectus.

Overview

Evercore is an investment banking boutique. Our operations consist of two business segments: Advisory and Investment Management.

- Advisory generates revenue from fees for providing advice on matters of strategic importance to our clients, including mergers, acquisitions, restructurings, divestitures, leveraged buy-outs, recapitalizations and other corporate transactions. Our Advisory segment generated $110.8 million, or 88.2%, of our revenue in 2005.
- Investment Management generates revenue from fees earned for managing private equity funds and the portfolio companies of the private equity funds. In addition, we earn revenue from incentive fees, referred to as carried interest, earned when certain financial returns are achieved over the life of a fund, through net gains and losses on investments of our own capital in the funds, and from other sources. Our Investment Management segment generated $14.6 million, or 11.6%, of our revenue in 2005.

Key Financial Measures

Revenue

Advisory. Our Advisory business earns fees from our clients for providing advice on mergers, acquisitions, restructurings, leveraged buy-outs, recapitalizations and other corporate transactions. The amount and timing of the fees paid vary by the type of engagement. Fees may be paid at the time we sign an engagement letter, during the course of the engagement, or when an engagement is completed. The majority of our Advisory revenue comes from fees that are dependent on the successful completion of a transaction. A transaction can fail to be completed for many reasons, including failure to agree upon final terms with the counterparty, to secure necessary board or shareholder approvals, to secure necessary financing or to achieve necessary regulatory approvals.

Revenue trends in our Advisory business generally are correlated to the volume of merger and acquisition activity and restructurings. However, deviations from this trend can occur in any given year for a number of reasons. For example, changes in our market share or the ability of our clients to close certain large transactions can cause our revenue results to diverge from the level of overall merger and acquisition or restructuring activity.

We operate in a highly competitive environment where there are no long-term contracted sources of revenue and each revenue-generating engagement is separately awarded and negotiated. Our list of clients, including our list of clients with whom there is a currently active revenue-generating engagement, changes continually. We gain new clients through our business development initiatives, through recruiting additional senior investment banking professionals who bring with them client relationships and through referrals from executives, directors, attorneys and other parties with whom we have relationships. We may also lose clients as a result of the sale or merger of a client, a change in a client's senior management, competition from other investment banks and other causes.

Investment Management. Our Investment Management business has four principal sources of revenue: (1) management fees; (2) portfolio company fees; (3) carried interest; and (4) gains (or losses) on investments of our own capital in the private equity funds we manage.

- *Management Fees.* Management fees are generally a percentage of committed capital (the total dollar amount of capital pledged to a fund) from certain outside investors in each of the private equity funds we manage. During the commitment period or until full investment these fees are typically 2.0% per annum of committed capital and, for the remainder of the fund's life, 1.0% per annum of invested capital. The entities which are entitled to the management fees from the private equity funds we manage are being contributed to Evercore LP. Accordingly, we will continue to reflect the management fees from all of these funds in our consolidated financial statements following this offering.
- *Portfolio Company Fees.* Portfolio company fees include monitoring, director and transaction fees associated with services provided to the portfolio companies of the private equity funds we manage. We earn monitoring fees for services we provide with respect to the development and implementation of strategies for improving operating, marketing and financial performance. Monitoring fee revenue is recognized ratably over the period for which services are provided. We earn director fees for the services provided by our Senior Managing Directors who serve on the boards of directors of portfolio companies. Director fees are recorded as revenue when payment is received. We earn transaction fees for providing advice on the acquisition or disposition of portfolio companies held by the private equity funds. These fees are earned and recognized under the same revenue recognition policies as advisory fees. The private equity fund documents provide for a reduction of management fees by the amount of certain portfolio company fees earned by us. The entities which are entitled to the portfolio company fees from the private equity funds we manage are being contributed to Evercore LP. Accordingly, we will continue to reflect the portfolio company fees from all of these funds in our consolidated financial statements following this offering.
- *Carried Interest.* Carried interest is an incentive fee earned by the general partners of the private equity funds we manage when certain financial return targets and hurdles are met. Generally, the carried interest is calculated as 20% of the profits, provided that certain outside investors in the funds have earned an 8% return on investments from the Evercore Capital Partners funds and a 10% return on investments from the Evercore Ventures fund. Accordingly, the amount of carried interest earned depends on the profits, if any, ultimately generated within the funds. Our historical combined results of operations include the results of the general partners of the private equity funds we currently manage, including the carried interest earned by these general partners. Participation in such carried interest historically has been allocated principally to our Senior Managing Directors and other employees and any carried interest ultimately realized was paid directly to such individuals. Following this offering, we will no longer consolidate the results of the general partners of the private equity funds we currently manage. Accordingly, we will no longer recognize as revenue any carried interest earned by the general partners of the Evercore Capital Partners I or Evercore Ventures funds. However, through our equity interest in the general partner of the Evercore Capital Partners II fund, we will recognize as revenue 8% to 9% (depending on the particular fund investment) of any carried interest realized from that fund following this offering.
- *Gains (or Losses) on Investments.* Gains and losses include both realized gains and losses upon the sale of a portfolio company and unrealized gains and losses on investments arising from changes in the fair value of the portfolio companies. Because our historical combined results of operations include the results of the general partners of the private equity funds we currently manage and certain other entities through which Messrs. Altman and Beutner have invested capital in the Evercore Capital Partners I fund, our historical results include such realized or unrealized gains or losses. Following this offering, because we will no longer consolidate the results of these entities, we will no longer recognize as revenue any of the gains or losses arising from these entities' investments in the Evercore Capital Partners I or Evercore Ventures funds. However, through our equity interest in the general partner of the

Evercore Capital Partners II fund, we will continue to recognize revenue based on our share of that fund's realized or unrealized gains or losses. As of December 31, 2005, we had $3.2 million of investments in, and $6.6 million of commitments to, the Evercore Capital Partners II fund.

We expect we will be entitled to 100% of any management fees and portfolio company fees earned in relation to any future private equity funds we manage. We also expect to consolidate the general partners of any future private equity funds we manage. Accordingly, we expect to record as revenue 100% of any carried interest and realized or unrealized gains (or losses) on investments earned by these entities. However, we expect to allocate to our Senior Managing Directors and other employees through the direct equity interests these individuals will hold in these entities approximately 60% to 70% of any such carried interest. In addition, these individuals will be entitled to any such gains (or losses) on investment based on the amount of the general partners' capital they contribute in respect of any such future fund. We intend to make significant capital commitments to any future private equity fund we manage. We believe these commitments will strengthen our ability to attract outside investors because of our demonstrated financial commitment to the funds and the alignment of our interests with those of the limited partners in these funds.

In both our Advisory and Investment Management segments we make various transaction-related expenditures, such as travel and professional fees, on behalf of our clients. Pursuant to the engagement letters with our clients or the contracts with the limited partners in the private equity funds we manage, these expenditures may be reimbursable. Historically, we have recorded expenses as these expenditures were incurred and recorded revenue when it was determined that clients had an obligation to reimburse us for such transaction- related expenses. Specifically, client expense reimbursements are recorded as revenue on the statement of income on the later of the date an engagement letter is executed or the date the expense is paid or accrued. In 2005 we recorded approximately $2.5 million of revenue and $4.2 million of expenses in our Advisory segment and approximately $0.9 million of revenue and $1.6 million of expenses in our Investment Management segment in connection with these reimbursements and the underlying expenditures. Beginning in 2006, we have changed our accounting policy and will no longer record revenue or expenses on a gross basis, rather we will record them on a net basis with respect to these transaction-related reimbursements and expenditures.

Operating Expenses

Employee Compensation and Benefits Expense. Prior to this offering, our employee compensation and benefits expense reflects compensation solely to non-Senior Managing Directors. Historically, payments for services rendered by our Senior Managing Directors, including all salaries and bonuses, have been accounted for as distributions from members' capital rather than as employee compensation and benefits expense. As a result, our employee compensation and benefits expense and net income have not reflected payments for services rendered by our Senior Managing Directors. Following this offering, we will include all payments for services rendered by our Senior Managing Directors in employee compensation and benefits expense.

Following this offering, our policy will be to set our total employee compensation and benefits expense at a level not to exceed 50% of our total revenue each year (excluding for purposes of this calculation, any revenue or compensation and benefits expense relating to gains (or losses) on investments or carried interest). However, we may record compensation and benefits expense in excess of this percentage to the extent that such expense is incurred due to a significant expansion of our business or to any vesting of the partnership units to be held by our Senior Managing Directors in the Reorganization or the restricted stock units to be received by our non-Senior Managing Director employees at the time of the offering. Moreover, we retain the ability to change this policy in the future. We intend to achieve this target primarily by reducing payments for services rendered by our Senior Managing Directors, while continuing to maintain overall compensation and benefits packages that we believe are competitive in the marketplace.

Under the terms of the Evercore LP partnership agreement, 66 2/3% of the partnership units to be received by our Senior Managing Directors, other than Mr. Altman and Mr. Beutner, in the Formation Transaction and 66 2/3% of the partnership units to be subscribed for by the current Directors of Protego (who will become our Senior Managing Directors), other than Mr. Aspe, in the Protego Combination will, with specified exceptions, be subject to forfeiture and re-allocation to other Senior Managing Directors (or, in the event that there are no eligible Senior Managing Directors, forfeiture and cancellation) if the Senior Managing Director ceases to be

employed by us prior to the occurrence of specified vesting events. , or 50%, of these unvested partnership units will vest if and when Messrs. Altman, Beutner and Aspe, and trusts benefiting their families and permitted transferees, collectively, cease to beneficially own at least 90% of the aggregate Evercore LP partnership units owned by them on the date the Reorganization is effected. , or 100% of the unvested Evercore LP partnership units issued will vest upon the earliest to occur of the following events:

- when Messrs. Altman, Beutner and Aspe, and trusts benefiting their families and permitted transferees, collectively, cease to beneficially own at least 50% of the aggregate Evercore LP partnership units owned by them on the date of the partnership agreement;
- a change of control of Evercore; or
- two of Messrs. Altman, Beutner and Aspe are not employed by, or do not serve as a director of, Evercore Partners Inc. or one of its affiliates within a 10-year period following this offering.

In addition, 100% of the unvested Evercore LP partnership units held by a Senior Managing Director will vest if such Senior Managing Director dies or becomes disabled while in our employ. Our Equity Committee, which is comprised of Messrs. Altman, Beutner and Aspe, with our concurrence, may also accelerate vesting of unvested partnership units at any time.

We have concluded that at the current time it is not probable that the conditions relating to a decline in the collective beneficial ownership of Messrs. Altman, Beutner and Aspe (and trusts benefiting their families and permitted transfers), a change of control of Evercore or a lack of continued association of Messrs. Altman, Beutner and Aspe with Evercore will be achieved, or that the death or disability condition during the employment period will be satisfied. Accordingly, we are not accruing compensation expense relating to these unvested partnership units. The unvested partnership units will be charged to expense at the time a vesting event occurs or, if earlier, at the time that occurrence of an event related to the beneficial ownership, change of control or continued association conditions becomes probable or there is a change in the estimated forfeiture rate related to the death or disability condition. The expense will be based on the grant date fair value of the partnership units, which will be the initial public offering price of the Class A common stock of Evercore Capital Partners Inc. into which such partnership units are exchangeable. Therefore, if all of the unvested partnership units were deemed to vest at some point in the future, based upon an assumed initial public offering price of the Class A common stock of $ per share, which is the midpoint of the price range on the cover of this prospectus, the total amount of compensation expense that we would record in connection with the vesting of these unvested partnership units would be $ million. However, the compensation expense we may record could be significantly greater if the initial public offering price per share of the Class A common stock is higher than $.

The unvested partnership units are not included in our weighted average shares outstanding for purposes of calculating our basic or diluted net income per share. Any vesting of these unvested partnership units would have a significant dilutive effect on our net income per share. For example, if these unvested units were included in our weighted average shares outstanding, our pro forma basic net income per share and pro forma diluted net income per share for the year ended December 31, 2005 would have been $ and $, respectively, and our pro forma basic weighted average Class A common shares and our pro forma diluted weighted average Class A common shares would have been and , respectively. We believe that information regarding our net income per share that gives effect to the vesting of the unvested partnership units enhances understanding as to this dilutive effect.

We expect to grant restricted stock units with an aggregate value of $ million to our non-Senior Managing Director employees at the time of this offering. $ million of these restricted stock units will be fully vested and, as a result, we will record compensation expense at the time of this offering equal to the value of these fully vested restricted stock units. The remaining $ million of these restricted stock units will be unvested and will vest upon the same conditions as the unvested partnership units of Evercore LP issued in connection with the Formation Transaction and the Protego Combination described above. If and when these

restricted stock units vest, we will record compensation expense at the time of vesting equal to the grant date fair value of the Class A common stock of Evercore Partners Inc. deliverable pursuant to such restricted stock units, which would be calculated based on the initial public offering price of the Class A common stock.

Non-Compensation Expense. The balance of our operating expenses includes costs for occupancy and equipment rental, professional fees, travel and related expenses, communications and information services, depreciation and amortization and other operating expenses. We refer to all of these expenses as non-compensation expense.

As a result of this offering we will no longer be a private company and our costs for such items as insurance, accounting and legal advice will increase. We will also incur costs which we have not previously incurred for director fees, investor relations expenses, expenses for compliance with the Sarbanes-Oxley Act and new rules implemented by the Securities and Exchange Commission and the New York Stock Exchange, and various other costs of a public company. In the aggregate, we estimate that we will incur incremental costs of approximately $3.0 million per year as a result of becoming a publicly traded company.

Equity in Income of Affiliate

On October 28, 2005 we began our expansion into the traditional asset management business by forming Evercore Asset Management LLC, in which we own a 41.7% equity interest, with the balance of EAM's equity held by its senior management team. We account for our investment in EAM under the equity method of accounting whereby we recognize our share of earnings and losses. Accordingly, we do not consolidate EAM and do not record any revenue or incur expenses in connection with EAM. We will, however, recognize an investment on our statement of financial condition at the carrying value of our commitments and allocations of profits and losses from EAM. We would be required to consolidate EAM if we were to gain control of the entity or become the primary beneficiary. See "Business—Evercore Asset Management".

Provision for Income Taxes

We have historically operated as a partnership or, in the case of certain combined subsidiaries, an S corporation, for U.S. federal income tax purposes. As a result, our income has not been subject to U.S. federal income taxes. Income taxes shown on Evercore Holdings' historical combined income statements are attributable to the New York City unincorporated business and corporate income taxes and annual limited liability company and limited partnership taxes for California for combined subsidiaries registered with or having income sourced in that state.

Following this offering, Evercore LP will continue to operate in the U.S. as a partnership for U.S. federal income tax purposes and remain subject to these New York City and California taxes. In addition, however, Evercore Partners Inc. will be 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 Evercore following the Reorganization, see Note (h) in "Unaudited Pro Forma Financial Information".

Minority Interest

On a historical basis, our minority interest has consisted of unaffiliated third party interests in the general partner of the Evercore Ventures private equity fund. Following this offering, we will no longer consolidate the general partner of that fund and, accordingly, minority interest related to Evercore Ventures will no longer be reflected in our financial results. We will, however, record significant minority interest relating to the ownership interest of our Senior Managing Directors and other third parties in Evercore LP.

Combination with Protego

On May 12, 2006, we agreed to combine our business with that of Protego Asesores, an investment banking boutique in Mexico founded by Mr. Aspe. Protego generated revenue of $19.5 million in 2005. On a pro forma basis for the year ended December 31, 2005 after giving effect to the Reorganization, revenues from Protego represented approximately 13.4% of our total pro forma combined revenue. See "Organizational Structure—Combination with Protego" and "Unaudited Pro Forma Financial Information".

We intend to consummate our combination with Protego (including the acquisition by us of a 70% interest in Protego's asset management subsidiary) immediately prior to this offering. In this combination, we will acquire the Protego companies for $7.0 million aggregate principal amount of non-interest bearing notes, of which $6.05 million will be payable in cash and $0.95 million will be payable in shares of Class A common stock (such shares being valued at the initial public offering price per share in this offering). In addition, Mr. Aspe and the other Protego Directors will become Senior Managing Directors of Evercore Partners and subscribe for an aggregate of partnership units in Evercore LP.

Combined Results of Operations

Following is a discussion of our combined results of operations for the three years ended December 31, 2003, 2004 and 2005. For a more detailed discussion of the factors that affected our revenue and operating expenses of our Advisory and Investment Management business segments in these periods, please see the discussion in "—Business Segments" below.

Revenue

The following table sets forth information regarding our combined revenue for the years ended December 31, 2003, 2004 and 2005.

	Revenue Year Ended December 31,		
	2003	2004	2005
($ in thousands)			
Advisory	$26,302	$69,205	$110,842
Investment Management	33,568	16,967	14,584
Interest Income and Other	250	145	209
Total Revenues	$60,120	$86,317	$125,635
(% of Total Revenues)			
Advisory	43.7%	80.2%	88.2%
Investment Management	55.8%	19.7%	11.6%

Year Ended December 31, 2005 versus Year Ended December 31, 2004.

- Total revenue for 2005 was $125.6 million, an increase of $39.3 million, or 45.6%, over 2004. Advisory revenue increased $41.6 million, or 60.2%, while Investment Management revenue decreased $2.4 million, or 14.0%. Client expense reimbursements for transaction-related expenses recorded as revenue in 2005 were $3.4 million, or $1.0 million greater than 2004.

Year Ended December 31, 2004 versus Year Ended December 31, 2003.

- Total revenue for 2004 was $86.3 million, an increase of $26.2 million or 43.6% over 2003. Advisory revenue increased $42.9 million or 163.1%, while Investment Management revenue decreased $16.6 million, or 49.5%. Client expense reimbursements for transaction-related expenses recorded as revenue were steady between 2003 and 2004 at $2.5 million and $2.4 million, respectively.

Operating Expenses

The following table sets forth information regarding our combined operating expenses for the years ended December 31, 2003, 2004 and 2005.

	Operating Expenses Year Ended December 31,		
	2003	2004	2005
($ in thousands)			
Employee Compensation and Benefits	$12,448	$17,084	$24,115
Non-Compensation Expense	12,432	17,389	34,988
Total Operating Expenses	$24,880	$34,473	$59,103

Year Ended December 31, 2005 versus Year Ended December 31, 2004.

- Employee compensation and benefits expense was $24.1 million in 2005, an increase of $7.0 million, or 41.2%, versus employee compensation and benefits expense of $17.1 million in 2004. The 2005 compensation expense increase was primarily due to a net increase in headcount and an increase in bonus compensation. Base compensation in 2005 increased by $2.3 million to $8.6 million, an increase of 36.5% relative to 2004 base compensation, primarily as a result of the net increase in headcount. Total bonus compensation for 2005 was $13.5 million, reflecting an increase of $4.2 million, or 45.2% compared to 2004 bonuses. Employee compensation, which is highly correlated with total revenue, represented 19.2% of total revenue in 2005 versus 19.8% in 2004. At December 31, 2005 and December 31, 2004, headcount for employees other than Senior Managing Directors was 93 and 77, respectively.
- Non-compensation expenses were $35.0 million in 2005, an increase of $17.6 million, or 101.2%, versus $17.4 million in 2004. Professional fees were $23.9 million, an increase of $15.9 million, or 198.8%. Approximately $10.2 million of the increase in professional fees is due to incremental costs incurred in connection with the preparation of our historical financial statements and upgrades to our reporting and accounting systems. Additionally, $3.0 million of costs were incurred through temporary outsourcing of our accounting and finance organization. This arrangement will cease with the hiring of permanent accounting staff which is planned to be completed in the first half of 2006. Professional fees also increased by $1.5 million in 2005 for the placement fees associated with the recruiting and retention of M&A professionals and accounting professionals.
- Included in the 2005 non-compensation expense of $35.0 million are $5.8 million of transaction-related expenses for travel, meals, and professional fees incurred in the conduct of financial advisory and investment management activity. Transaction-related expenses incurred in 2004 were $3.7 million. We may be reimbursed for such transaction-related expenses, and such client expense reimbursements are recorded as revenue on the statement of income on the later of the date of an executed engagement letter or the date the expense is incurred.

Year Ended December 31, 2004 versus Year Ended December 31, 2003.

- Employee compensation and benefits expense was $17.1 million in 2004, an increase of $4.6 million, or 37.2%, versus $12.4 million in 2003. The 2004 compensation expense increase was primarily due to a net increase in headcount and an increase in bonus compensation. Base compensation in 2004 increased by $0.8 million to $6.3 million, an increase of 14.5% relative to 2003 base compensation, primarily as a result of the net increase in headcount. Total bonus compensation for 2004 was $9.3 million, reflecting an increase of $3.7 million, or 66.1% compared to 2003 bonuses. Employee compensation, which is highly correlated with total revenue, represented 19.8% of total revenue in 2004 versus 20.7% in 2003. At December 31, 2004 and December 31, 2003, headcount for employees other than Senior Managing Directors was 77 and 69, respectively.

- Non-compensation expense was $17.4 million in 2004, an increase of $5.0 million, or 39.9%, versus $12.4 million in 2003. Professional fees were $8.0 million in 2004, an increase of $3.6 million from 2003, or 81.8%. The increase in professional fees was principally due to expenses related to our attempted but terminated launch of a business development company in 2004 and additional consulting costs to support our growth initiatives.
- Included in 2004 non-compensation expense of $17.4 million are transaction-related expenses of $3.7 million for travel, meals, and professional fees incurred in the conduct of financial advisory and investment management activity.

Provision for Income Taxes

The following table sets forth information regarding our provision for income taxes for the years ended December 31, 2003, 2004 and 2005.

	Provision for Income Taxes Year Ended December 31,		
	2003	2004	2005
($ in thousands)			
Provision for Income Taxes	$ 905	$2,114	$3,372

Year Ended December 31, 2005 versus Year Ended December 31, 2004.

- Provision for income taxes was $3.4 million in 2005, an increase of $1.3 million, or 59.5%, which was due to the increase in operating income coupled with a higher percentage of operating income derived from S corporations in our structure.

Year Ended December 31, 2004 versus Year Ended December 31, 2003.

- Provision for income taxes was $2.1 million in 2004, an increase of $1.2 million, or 133.6% from 2003, which was primarily due to an increase in operating income coupled with a decline in the percentage of operating income derived from carried interest which is exempted from the Unincorporated Business Tax.

Business Segments

The following data discusses revenue and operating income by business segment. Each segment's operating expenses include (1) compensation and benefits expense incurred directly in support of the businesses of the segment and (2) non-compensation expenses, which include directly incurred expenses for premises and occupancy, professional fees, travel and entertainment, communications and information services, equipment, and indirect support costs (including compensation and other operating expenses related thereto) for administrative services. These administrative services include accounting, tax, legal, facilities management and senior management activities. Such support costs are allocated to the relevant segments based on various statistics such as headcount, square footage and transactional volume.

Advisory Results of Operations

The following table summarizes the results for the Advisory segment for the years ended December 31, 2003, 2004 and 2005.

	Advisory Year Ended December 31,		
	2003	2004	2005
($ in thousands)			
Revenues:			
Advisory Revenue	$ 26,302	$ 69,205	$ 110,842
Interest Income and Other	31	110	170
Total Advisory Revenue	26,333	69,315	111,012
Expenses:			
Employee Compensation and Benefits Expense	8,151	13,288	19,047
Non-Compensation Expense	7,841	11,214	17,558
Total Advisory Operating Expenses	15,992	24,502	36,605
Advisory Operating Income	$ 10,341	$ 44,813	$ 74,407

Certain client and industry statistics for the Advisory segment are set forth below:

	Client and Industry Statistics Year Ended December 31,		
	2003	2004	2005
Industry Statistics ($ in billions):			
Value of North American M&A Deals Announced	$ 589	$ 855	$ 1,251
Value of North American M&A Deals Completed	$ 486	$ 819	$ 951
Advisory Statistics:			
Number of Advisory Clients	35	45	58
Advisory Headcount:			
Senior Managing Directors	6	8	11
Other Advisory Professionals	24	29	35
Total Advisory Headcount	30	37	46

Year ended December 31, 2005 versus Year Ended December 31, 2004.

- Advisory revenue, including interest and other revenue allocated to this segment, was $111.0 million in 2005 compared to $69.3 million in 2004, which represents an increase of 60.2%. The increase reflects the continued growth of the M&A market, our continued business development efforts and additions to our Advisory headcount, particularly three new Senior Managing Directors. Our revenue per Senior Managing Director increased by 16.1% from $8.7 million in 2004 to $10.1 million in 2005. Advisory client expense reimbursements billed as revenue were $2.5 million and $2.1 million in 2005 and 2004, respectively.
- We earned Advisory revenue from 58 different clients in 2005 compared to 45 in 2004. We earned in excess of $1 million from 28 of those clients in 2005, compared to 15 in 2004. Three clients each accounted for more than 10% of Advisory revenue in 2005 and two clients each accounted for more than 10% of Advisory revenue in 2004. Additionally, one client accounted for 18.7% of Advisory revenue in 2005 and 34.1% in 2004. Our top five clients accounted for 56.9% of Advisory revenue in 2005 and 64.6% of Advisory revenue in 2004.

- Advisory operating expenses were $36.6 million in 2005, an increase of $12.1 million from 2004, largely due to higher employee compensation and benefits expense, which rose from $13.3 million in 2004 to $19.0 million in 2005, and an increase in non-compensation expense from $11.2 million in 2004 to $17.6 million in 2005, an increase of $6.4 million or 56.6%.
- Advisory base compensation in 2005 was $6.1 million, an increase of $1.9 million or 45.2 % relative to 2004. Of this $1.9 million increase, $1.7 million, or 40.5%, of 2004 base compensation relates to net increases in headcount for direct hires into the Advisory headcount and compensation costs of allocated support staff. Total Advisory bonus compensation for 2005 was $11.4 million, which represents an increase of $3.3 million relative to 2004 Advisory bonus compensation of $8.1 million.
- Non-compensation expense increased principally due to additional professional fees and transaction-related expenses. The increase in professional fees is due to $2.4 million of temporary accounting fees borne by this segment and an increase in executive search fees to recruit Advisory professionals of $1.2 million. Included in Advisory 2005 non-compensation expense of $17.6 million are transaction-related expenses of $4.2 million for travel, meals, and professional fees incurred in the conduct of financial advisory activity. Advisory transaction-related expenses incurred in 2004 were $2.9 million.

Year Ended December 31, 2004 versus Year Ended December 31, 2003.

- We earned Advisory revenue of $69.3 million in 2004, an increase of 163.2% compared to 2003. The increase reflects the recovery of the M&A market, additions to the M&A team and our continued business development efforts. Our revenue per Senior Managing Director increased by 97.7% from $4.4 million in 2003 to $8.7 million in 2004. Advisory client expense reimbursements billed as revenue were $2.1 million and $1.9 million in 2004 and 2003, respectively.
- We earned Advisory revenue from 45 different clients in 2004 compared to 35 in 2003. We earned in excess of $1 million from 15 of those clients in 2004 and nine in 2003. Two clients each accounted for more than 10% of Advisory revenue in 2004 and no single client accounted for more than 10% of Advisory revenue in 2003. Our top five clients accounted for 64.6% of Advisory revenue in 2004 and 37.5% of advisory revenue in 2003.
- Advisory operating expenses were $24.5 million in 2004, an increase of $8.5 million from 2003, primarily due to higher employee compensation and benefits expense, which rose from $8.2 million in 2003 to $13.3 million in 2004 and an increase in non-compensation expense from $7.8 million in 2003 to $11.2 million in 2004, an increase of $3.4 million, or 43.0%.
- Advisory base compensation in 2004 was $4.2 million, an increase of $1.0 million or 31.3% relative to 2003. The majority of this increase relates to net increases in Advisory headcount for direct hires and compensation costs of allocated support staff. Total Advisory bonus compensation for 2004 was $8.1 million, which represents an increase of $4.0 million compared to $4.1 million in 2003.
- Non-compensation expense increased due to client development efforts and transaction-related expenses. Included in Advisory 2004 non-compensation expense of $11.2 million are transaction-related expenses of $2.9 million for travel, meals, and professional fees incurred in the conduct of financial advisory activity. Advisory transaction-related expenses incurred in 2003 were $2.5 million.

Investment Management Results of Operations

Our historical combined results of operations include the results of the general partners of the private equity funds we currently manage and certain other entities through which Messrs. Altman and Beutner have invested capital in the Evercore Capital Partners I fund. Following this offering we will no longer consolidate these entities. See “—Key Financial Measures—Revenue—Investment Management” for a discussion of the revenues we expect to recognize in our Investment Management segment following this offering.

The following table summarizes the operating results for the Investment Management segment for the years ended December 31, 2003, 2004 and 2005:

	Investment Management		
	Year Ended December 31,		
($ in thousands)	2003	2004	2005
Revenue:			
Management Fees	$12,265	$14,575	$12,935
Placement Fees	(1,268)	(2,487)	(2,487)
Net Management Fees	10,997	12,088	10,448
Portfolio Company Fees	9,849	1,741	5,112
Total Management and Portfolio Company Fees	20,846	13,829	15,560
Carried Interest and Gains/(Losses) on Portfolio Investments	12,722	3,138	(976)
Investment Management Revenue	33,568	16,967	14,584
Interest Income and Other Revenue	219	111	39
Total Investment Management Revenue	33,787	17,078	14,623
Expenses:			
Employee Compensation and Benefits Expense	4,297	3,796	5,068
Non-Compensation Expense	4,591	6,175	7,097
Total Investment Management Operating Expenses	8,888	9,971	12,165
Investment Management Operating Income	$24,899	$ 7,107	$ 2,458
Investment Management Headcount:			
Senior Managing Directors	6	6	6
Other Investment Management Professionals	5	7	4
Total Investment Management Headcount	11	13	10

Year Ended December 31, 2005 versus Year Ended December 31, 2004.

- Investment Management revenue was $14.6 million in 2005, a decrease of $2.5 million, or 14.4%, compared to revenue of $17.1 million in 2004. The decrease in revenue was driven primarily by an increase in fee related revenue of $1.7 million offset by a decline in investment performance related revenue of $4.1 million. The increase in fee related revenue was due to an increase in transaction fees related to an investment in the Evercore Capital Partners II fund's portfolio. This increase was offset by a decline in management fees due to the realization of several investments in the Evercore Capital Partners I fund's portfolio in 2004 resulting in a decrease in invested capital and related management fees in 2005. The decline in investment performance related revenue was due to realizations in four Evercore Capital Partners I portfolio companies that generated modest carried interest and investment gains offset by an unrealized loss resulting from a reduction in the carrying value of an Evercore Capital Partners I portfolio company due to currency fluctuations in 2005. Investment Management client expense reimbursements billed as revenue were $0.9 million and $0.3 million in 2005 and 2004, respectively.
- Investment Management operating expenses were $12.2 million in 2005, an increase of $2.2 million, or 22.0%, versus operating expenses of $10.0 million in 2004. This increase is primarily due to an increase in employee compensation and benefits expense and higher professional fees. Investment Management employee compensation and benefits expense increased by $1.3 million, or 33.5% relative to 2004. This

increase is principally due to increases in compensation costs associated with additional hires in the Investment Management fund administration group and increases in bonus compensation.

- Professional fees for the Investment Management business increased $0.7 million in 2005 from 2004 primarily due to an increase in transaction-related expenses as described below.
- Included in Investment Management 2005 non-compensation expense of $7.1 million are transaction-related expenses of $1.6 million for travel, meals, and professional fees incurred in the conduct of financial Investment Management activity. Investment Management transaction-related expenses incurred in 2004 were $0.8 million.

Year Ended December 31, 2004 versus Year Ended December 31, 2003.

- Investment Management revenue was $17.1 million in 2004, a decrease of $16.7 million, or 49.5%, versus revenue of $33.8 million in 2003. A significant decrease in transaction activity and related fees as well as realizations in 2004 drove a decline in both total management and portfolio company fees from $20.8 million to $13.8 million as well as a decline in investment performance related revenue from $12.7 million to $3.1 million. Investment Management client expense reimbursements billed as revenue were $0.3 million and $0.6 million in 2004 and 2003, respectively.
- Investment Management operating expenses were $10.0 million in 2004, an increase of $1.1 million, or 12.2%, versus operating expenses of $8.9 million in 2003. This increase is primarily due to increases in professional fees.
- Professional fees increased by $1.1 million from $1.9 million in 2003 to $3.0 million in 2004 due to expenses associated with our attempted launch of a business development corporation.
- Included in the Investment Management 2004 non-compensation expenses of $6.2 million are transaction-related expenses of $0.8 million for travel, meals, and professional fees incurred in the conduct of financial Investment Management activity. Investment Management transaction related expenses incurred in 2003 were $1.2 million.

Cash Flows

Our historical cash flows are primarily related to the timing of receipt of Advisory and Investment Management fees and the timing of distributions to our Senior Managing Directors and payment of bonuses to employees. In general, we collect our accounts receivable within 60 days.

2005

Cash increased $0.5 million in 2005. Cash of $66.7 million was provided by operating activities, including $63.2 million from net income. Cash of $2.5 million was used for investing activities, including $1.0 million for the purchase of furniture, equipment and leasehold improvements. Financing activities used $63.7 million of cash primarily due to distributions to our Senior Managing Directors of $65.3 million.

2004

Cash increased $21.6 million in 2004. Operating activities provided $46.6 million due to $49.8 million in net income, partially offset by a loss of $3.1 million on private equity investments. Cash of $0.7 million was provided by investing activities with $3.1 million being provided by proceeds on investments offset by purchases of fixed assets of $1.0 million and purchases of investments of $0.5 million. Net cash used in financing activities was $25.7 million due to distributions to our Senior Managing Directors of $26.5 million.

2003

Cash decreased $2.0 million in 2003. Cash of $17.8 million was provided by operating activities, primarily due to $34.3 million in net income offset by $12.7 million in private equity investment losses coupled with a decrease in deferred revenue of $6.5 million. Cash of $4.5 million was provided by investing activities, mainly due to $9.0 million in proceeds from investments, offset by $3.8 million in investment purchases. Financing activities used $24.3 million due to distributions to our Senior Managing Directors of $28.1 million.

Liquidity and Capital Resources

Our current assets typically have consisted primarily of cash and accounts receivable in relation to earned Advisory fees. Cash distributions to our Senior Managing Directors are generally made shortly after the end of each calendar quarter. Therefore, levels of cash on hand decrease significantly after the quarterly distribution of cash to Senior Managing Directors, and gradually increase until quarter end. We expect this pattern of cash flow to continue. Our liabilities have typically consisted of accounts payable and accrued compensation.

On December 30, 2005, we entered into a $30 million credit agreement with affiliates of Lehman Brothers, JPMorgan Chase and Goldman, Sachs & Co. that matures on the earlier of the consummation of this offering and December 31, 2006. The agreement is a 364-day revolving line of credit. Borrowings under the agreement bear interest at a rate of LIBOR plus 200 basis points for any amount drawn and a commitment fee of ½ of 1% per annum for any unused portion. On January 12, 2006, we borrowed $25 million on the line of credit at an interest rate of 6.6%. The proceeds of this borrowing have been used for working capital purposes including funding of our ongoing investment management activities. We intend to use a portion of the proceeds from this offering to repay all outstanding borrowings under this line of credit.

We regularly monitor our liquidity position, including cash, other significant working capital assets and liabilities, debt, principal investment commitments and other matters relating to liquidity and compliance with regulatory net capital requirements.

We will distribute to our Senior Managing Directors cash and, to the extent cash is not available, notes or interests in certain accounts receivable so as to distribute to our Senior Managing Directors all earnings for the period from January 1, 2006 to the date of the closing of the contribution and sale agreement. As of December 31, 2005, we had $37.9 million in cash on hand.

Under the Evercore LP limited partnership agreement, we intend to cause Evercore LP to make distributions to its partners in an amount sufficient to cover all applicable taxes payable and dividends, if any, declared by us.

We had total commitments (not reflected on our statement of financial condition) relating to future principal investments of $13.5 million as of December 31, 2005. We expect to fund $6.6 million of these commitments with cash flows from operations, with the balance to be funded by other members of the general partners of the private equity funds we manage. We may be required to fund these commitments at any time through December 2011, depending on the timing and level of investments by the Evercore Capital Partners private equity funds, although we do not expect these commitments to be drawn in full.

We expect that, as a result of future exchanges of Evercore LP partnership units for shares of Class A common stock, the tax basis of Evercore LP's assets attributable to our interest in Evercore LP will be increased. This increase in the tax basis of Evercore LP's assets attributable to our interest in Evercore LP would not have been available to us but for the future exchanges of Evercore LP partnership units for shares of Class A common stock. This increase in tax basis would reduce the amount of tax that we 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 intend to enter into a tax receivable agreement with our Senior Managing Directors that will provide for the payment by us to an exchanging Evercore partner of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax that we actually realize as a result of this increase in tax basis. We expect to

benefit from the remaining 15% of cash savings, if any, in income tax that we realize. For purposes of the tax receivable agreement, cash savings in income tax will be computed by comparing our actual income tax liability to the amount of such taxes that we would have been required to pay had there been no increase to the tax bases of the tangible and intangible assets of Evercore LP as a result of the exchanges and had we 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 we exercise our right to terminate the tax receivable agreement for an amount based on an agreed payments remaining to be made under the agreement.

Although we are not aware of any issue that would cause the IRS to challenge a tax basis increase, our Senior Managing Directors will not reimburse us for any payments previously made under the tax receivable agreement. As a result, in certain circumstances we could make payments to the Senior Managing Directors under the tax receivable agreement in excess of our cash tax savings. However, our Senior Managing Directors receive 85% of our cash tax savings, leaving us with 15% of the benefits of the tax savings. While the actual amount and timing of any payments under this agreement will vary depending upon a number of factors, including the timing of exchanges, 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 increases of the tangible and intangible assets of Evercore LP attributable to our interest in Evercore LP, during the expected term of the tax receivable agreement, the payments that we may make to our Senior Managing Directors could be substantial.

Following this offering and subject to legally available funds, we intend to pay a quarterly cash dividend initially equal to $ per share of Class A common stock, commencing with the quarter of 2006. The Class B common stock will not be entitled to dividend rights. The declaration of this and any other dividends and, if declared, the amount of any such dividend, will be subject to the ability of our subsidiaries to provide cash to us. The declaration and payment of any future dividends will be at the sole discretion of our board of directors. Our board of directors will take into account general economic and business conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including Evercore LP) to us, and such other factors as our board of directors may deem relevant. If we pay such dividends, our Senior Managing Directors will be entitled to receive equivalent distributions pro rata based on their partnership interests in Evercore LP, although these individuals will not be entitled to receive any such dividend-related distributions in respect of unvested partnership units. See “Dividend Policy”.

Contractual Obligations

The following table sets forth information relating to our contractual obligations as of December 31, 2005:

	Payment Due by Period				
($ in thousands)	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Capital Lease Obligations	$ 425	$ 182	$ 241	$ 2	$ —
Operating Lease Obligations	15,697	2,824	4,289	4,340	4,244
Investment Management Commitments	13,458	—	4,001	245	9,212
Total	$29,580	$ 3,006	$ 8,531	$ 4,587	$ 13,456

Off-Balance Sheet Arrangements

We do not invest in any off-balance sheet vehicles that provide liquidity, capital resources, market or credit risk support, or engage in any leasing activities that expose us to any liability that is not reflected in our combined financial statements.

Market Risk

Due to the nature of our business and the manner in which we conduct our operations, in particular our limitation of investments to short term cash investments, we believe we do not face any material interest rate risk, foreign currency exchange rate risk, equity price risk or other market risk. Through our principal investments in our funds and our ability to recognize carried interest from these funds, which depends on the profits generated within our funds, we face exposure to changes in the estimated fair value of the companies in which these funds invest, which historically has been volatile. However, we do not believe normal changes in public equity markets will have a material effect on revenues derived from such investments.

Critical Accounting Policies and Estimates

The combined financial statements included in this prospectus are prepared in conformity with accounting principles generally accepted in the United States, which require management to make estimates and assumptions regarding future events that affect the amounts reported in our financial statements and their footnotes, including reported amounts of assets, liabilities, revenue and expenses, and related disclosure of contingent assets and liabilities. We base these estimates on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ materially from those estimates. We believe that the following discussion addresses our most critical accounting policies, which are those that are most important to the presentation of our financial condition and results of operations and require management's most difficult, subjective and complex judgments.

Investments

The private equity funds' investments are generally restricted and encumbered and are not actively traded or intended for immediate sale. These investments are carried at fair value on the combined statements of financial condition, with realized and unrealized gains and losses included on the combined statements of income in Investment Management revenue.

The private equity funds consist primarily of investments in marketable and non-marketable securities of the portfolio companies. The underlying investments held by the private equity funds are valued based on quoted market prices, or estimated fair value if there is no public market. The fair value of each private equity fund's investments in non-marketable securities is determined by the general partner of each private equity fund subject to review by the fund's advisory committee comprised of certain third party limited partners. The carrying value of non-marketable securities is determined in good faith by giving consideration to a range of factors, including but not limited to market conditions, operating performance (current and projected) and subsequent financing transactions at each period end. The values assigned are based upon available information and do not necessarily represent amounts which might ultimately be realized. Due to the inherent uncertainty in the valuation of these non-marketable securities, estimated values may materially differ from the values that would have been used had a ready market existed for these investments.

Investments in publicly traded securities are valued using quoted market prices and discounted for liquidity where appropriate.

Available-For-Sale Securities are valued using quoted market prices for publicly traded securities or estimated fair value if there is no public market.

Revenue Recognition

We recognize Advisory revenue when the services related to the underlying transactions such as mergers, acquisitions, restructurings and divestitures are completed in accordance with the terms of the respective engagement agreement. Fees paid in advance of services rendered are initially recorded as deferred revenue and recognized as Advisory revenue ratably over the period in which the related service is rendered.

Investment Management revenue consists of management fees, portfolio company fees, carried interest and realized and unrealized gains (or losses) on investments in the private equity funds.

Management fees are contractually based and are derived from investment management services provided to the private equity funds in originating, recommending and consummating investment opportunities. Management fees are payable semi-annually in advance on committed capital during the private equity funds' investment period, and on invested capital, thereafter. Management fees are initially recorded as deferred revenue and revenue is recognized ratably over the period for which services are provided.

The private equity funds' partnership agreements provide for a reduction of management fees for certain portfolio company fees earned by us. Portfolio company fees are recorded as revenue when earned and are offset, in whole or in part, against future management fees.

Carried interest is computed in accordance with the underlying private equity funds' partnership agreements and is based on investment performance over the life of each investment partnership. Future investment underperformance may require amounts previously distributed to be returned to the respective investment partnerships. As required by the private equity funds' partnership agreements, the general partners of each private equity fund maintain a defined amount in escrow in the event that distributions received by such general partner must be returned due to investment underperformance. These escrow funds are not included in our accounts. The members of the general partners of the private equity funds have guaranteed the general partners' obligations to repay or refund to outside investors in the private equity funds interim amounts distributed to us, which may arise due to future investment underperformance.

Goodwill

In accordance with Statement of Financial Accounting Standards No. 142, "*Goodwill and Other Intangible Assets*," goodwill is tested for impairment annually or more frequently if circumstances indicate impairment may have occurred. In this process, we make estimates and assumptions in order to determine the fair value of our assets and liabilities and to project future earnings using valuation techniques, including a discounted cash flow model. We use our best judgment and information available to us at the time to perform this review. Because our assumptions and estimates are used in projecting future earnings as part of the valuation, actual results could differ. At December 31, 2005 we had no outstanding goodwill. On a pro forma basis after giving effect to the Reorganization, including our combination with Protego, our goodwill as of December 31, 2005 was $29.9 million.

Recently Issued Accounting Pronouncements

SFAS 123(R)—On December 16, 2004, the FASB issued SFAS No. 123 (revised 2004), "*Share-Based Payment*," or SFAS 123(R), which is a revision of SFAS No. 123 "*Accounting for Stock Based Compensation*." SFAS 123(R) supersedes Accounting Principles Board Opinion ("APB") No. 25, "*Accounting for Stock Issued to Employees*," and amends SFAS No. 95, "*Statement of Cash Flows*." Generally, the approach in SFAS 123(R) is similar to the approach described in SFAS 123. However, SFAS 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the Combined Statements of Income based on their fair values. Pro forma disclosure is no longer an alternative. We have operated as a series of partnerships, limited liability companies and sub-chapter S corporations and have not historically issued stock-based compensation awards. The impact of adopting SFAS 123(R) cannot be predicted at this time because it will depend on the level of share-based awards granted in the future.

FIN 47—In March 2005, the FASB issued Financial Interpretation No. 47, "*Accounting for Conditional Asset Retirement Obligations*" ("FIN 47"). FIN 47 clarifies guidance provided in SFAS No. 143, "*Accounting for Asset Retirement Obligations.*" The term asset retirement obligation refers to a legal obligation to perform an asset retirement activity in which the timing and/or method of settlement are conditional on a future event that may or may not be within the control of the entity. Entities are required to recognize a liability for the fair value

of a conditional asset retirement obligation when incurred if the liability's fair value can be reasonably estimated. FIN 47 was effective for fiscal years ending after December 15, 2005. The adoption of FIN 47 did not have a material effect on the Company's combined financial condition or results of operations.

SFAS 154—In May 2005, the FASB issued SFAS No. 154 "*Accounting Changes and Error Corrections*", which replaces APB Opinion No. 20 and SFAS No. 3, and changes the requirements for the accounting for and reporting of a change in accounting principle. This statement is effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005, although early adoption is permitted for accounting changes and corrections of errors made in fiscal years beginning after the date SFAS. 154 was issued. The Company does not anticipate that the adoption of SFAS 154 will have a material effect on the Company's combined financial condition or results of operations.

Emerging Issues Task Force Issue No. 04-5—In June 2005 the Emerging Issues Task Force reached a consensus on Issue No. 04-5, "*Determining Whether a General Partner, or the General Partners as a Group, Controls a Limited Partnership or Similar Entity When the Limited Partners Have Certain Rights*." Under Issue 04-5, the general partners in a limited partnership or similar entity are presumed to control that limited partnership regardless of the extent of the general partners' ownership interest in the limited partnership. A general partner should assess the limited partners' rights and their impact on the presumption of control. If the limited partners have either a) the substantive ability to dissolve the limited partnership or otherwise remove the general partners without cause or b) substantive participating rights, the general partners do not control the limited partnership. For general partners of all new limited partnerships formed and for existing limited partnerships for which the partnership agreement is modified, Issue 04-5 is effective after June 29, 2005. For general partners in all other limited partnerships, Issue 04-5 is effective for the first reporting period in fiscal years beginning after December 15, 2005, and allows either of two transition methods. As of December 31, 2005 the private equity funds' partnership agreements provide for the right to remove the general partners by a simple majority. As a result, we have determined that consolidation of the private equity funds will not be required pursuant to Issue 04-5.

BUSINESS

Overview

We believe Evercore Partners is the leading investment banking boutique in the world. We provide advisory services to prominent multinational corporations on significant mergers, acquisitions, divestitures, restructurings and other strategic corporate transactions. Since the beginning of 2000, we have advised on a larger dollar amount of announced domestic merger and acquisition transactions than any other investment banking boutique. Evercore also includes a successful investment management business through which we manage private equity funds for sophisticated institutional investors. We serve a diverse set of clients around the world from our offices in New York, Los Angeles and San Francisco.

Our senior leadership is comprised of Roger Altman, the former U.S. Deputy Treasury Secretary and Vice Chairman of The Blackstone Group; Austin Beutner, a former General Partner of The Blackstone Group; and Eduardo Mestre, the former head of Citigroup's Global Investment Bank. On May 12, 2006, we agreed to combine our business with that of Protego Asesores, a leading investment banking boutique in Mexico, founded by Pedro Aspe. Following our combination with Protego, Mr. Aspe, the former Minister of Finance of Mexico, will join our management team.

We were founded on the belief that there was an opportunity within the investment banking market for a firm free of the potential conflicts of interest created within large, multi-product financial institutions. We also believed that an independent advisory business, with its broad set of relationships, would provide a differentiated investment platform from which to make private equity investments. We employ the Evercore relationship network throughout the investment process to originate investments, evaluate those opportunities and add value after an investment is made.

From the time of our founding in 1996, we have grown by expanding the range of our advisory and investment management services. In our advisory business, we have eleven Senior Managing Directors with expertise and client relationships in a number of industry sectors, including telecommunications, technology, media, energy, general industrial, consumer products and financial institutions. In addition, we have augmented our advisory business by adding professionals with extensive restructuring experience. In our investment management business, we have seven Senior Managing Directors with expertise and client relationships in a variety of industries. We have raised three private equity funds, with capital commitments as of March 31, 2006 of over $1.2 billion.

We have grown from three Senior Managing Directors at our inception to 21 as of March 31, 2006. With the pending Protego combination, we will add another seven Senior Managing Directors. We expect to continue our growth by hiring additional highly qualified professionals with a broad range of product and industry expertise, expanding into new geographic areas, raising additional private equity funds and diversifying our investment management services.

We believe maintaining standards of excellence in our core businesses demands a spirit of cooperation and hands-on participation most commonly found in smaller organizations. Since our inception, we have set out to build—in the employees we choose and in the projects we undertake—an organization dedicated to the highest caliber of professionalism.

Why We Are Going Public

We have decided to become a public company for five principal reasons:

- To enhance our profile and position as an investment banking boutique;
- To expand our advisory business, including through the improved ability to hire advisory professionals and expand into new geographic regions;

- To expand our investment management business, including through the improved ability to hire professionals and to offer our clients a broader array of investment services including more traditional investment vehicles;
- To increase our ability to provide financial incentives to our existing and future employees through the issuance of equity-related securities; and
- To permit the realization over time of equity value by our principal owners without necessitating the sale of our business.

Industry Trends

We believe a combination of long-term trends creates a favorable climate for revenue and profit growth in the industry segments in which we compete. Long-term trends that may benefit our advisory business include:

Emphasis on Responsible Corporate Governance. Boards of directors and management teams are placing increasing emphasis on their responsibilities relating to corporate governance. We believe Evercore is well-positioned to obtain engagements advising on matters of strategic and financial importance involving sensitive corporate governance issues because of the senior level attention our firm provides, the reputations and experience levels of our Senior Managing Directors, and our reputation for providing objective and unbiased advice without encountering the conflicts that may arise at larger, more diversified financial firms.

Consolidation. Intense and increasing commercial competition is driving the need for companies to realize economies of scale and scope and to optimize strategic positioning, which in turn drives the market for mergers and acquisitions.

Globalization. Companies around the world are continuing to globalize their operations, including through international merger and acquisition activity. We believe this trend toward globalization represents a growth opportunity for us as we seek to expand our presence outside the United States.

Focus on Stockholder Value. Companies place a strong focus on stockholder value, which drives continual business portfolio rebalancing, including mergers, acquisitions, divestitures, restructurings, and similar transactions. We strive to serve as a trusted strategic and financial advisor to help our clients maximize stockholder value, even when no transaction is imminent.

Expansion of Debt Markets. Long-term increases in investor demand for debt of non-investment grade issuers have driven growth in acquisitions by financial sponsors. In the event of an economic downturn, some of these issuers may become candidates for restructuring advisory services. We are seeking to increase the size of our restructuring advisory effort as part of our growth plan. We believe an increase in restructuring advisory business will provide a partial hedge against merger and acquisition advisory revenue, which tends to be inversely correlated with restructuring advisory revenue.

We believe the following trends may influence long-term growth in the markets served by our investment management business:

Acceptance of Alternative Investments. Many institutional and high-net worth investors are increasing their asset allocations to alternative investments to diversify risk while maintaining high and uncorrelated absolute returns. Growing acceptance of these strategies increases the demand for investment products such as the private equity funds that we manage.

Demographics. Aging populations in both developed and emerging markets around the world have increased the pools of savings and the need for retirement investment services by institutions and individuals.

Internationalization. Investors around the world are diversifying their investment portfolios by increasing their allocations to investments outside their domestic capital markets.

Independent Investment Firm. Many institutions and high net worth investors are increasing their asset allocations to independent investment management firms where compensation is directly tied to their investment performance and where there is no real or perceived conflict associated with providing securities research or underwriting services.

Our Growth Strategy

We believe this offering will allow us to grow and diversify our advisory and investment management businesses and further enhance our profile and position as a leading investment banking boutique. We seek to achieve these objectives through three primary strategies:

- ***Continue to Build Evercore's Advisory Team by Adding Highly Qualified Professionals with Industry and Product Expertise.*** We intend to continue to recruit high-caliber professionals into our advisory practice to add depth in industry sectors in which we believe we already have strength, to extend the reach of our advisory focus to industry sectors we have identified as particularly attractive and to further strengthen our restructuring business.
- ***Expand Into New Geographic Markets.*** We plan to expand into new geographic markets where we believe the business environment will be receptive to the strengths of our advisory and investment management business models or where our clients have or may develop a significant presence. Our combination with Protego is an important step in this strategy. We have also recently entered into a strategic alliance with Mizuho Securities to provide joint advisory services for U.S.-Japan cross-border merger, acquisition and restructuring transactions. We may hire groups of talented professionals or pursue additional strategic acquisitions of or alliances with highly-regarded regional or local firms in new markets whose culture and operating principles are similar to ours.
- ***Raise New Private Equity Funds and Diversify Into New Investment Management Services.*** We are currently planning to raise a new private equity fund, Evercore Capital Partners III, and have recently formed Evercore Asset Management to offer public equity asset management services for institutional and high net worth investors.

Business Segments

Our two business segments are advisory and investment management.

Advisory

Our advisory business provides confidential, strategic and tactical advice to both public and private companies, with a particular focus on large, multinational corporations. By virtue of their prominence, size and sophistication, many of our clients are more likely to require expertise relating to larger and more complex situations. We have advised on numerous noteworthy transactions, including:

- General Motors on its pending sale of a 51% interest in GMAC to an investor group
- CVS on its pending acquisition of certain assets of Albertsons
- Tyco on its pending split-up
- AT&T on its pending acquisition of BellSouth
- VNU on its pending sale to a private equity consortium
- Swiss Re on its pending acquisition of General Electric's reinsurance business

- Nextel Partners on its pending sale to Sprint Nextel
- E*Trade on its acquisitions of Harrisdirect and Brown & Co.
- SBC on its acquisition of AT&T
- General Mills on its acquisition of Pillsbury
- Cendant on its pending split-up
- StorageTek on its pending sale to Sun Microsystems
- SBC on Cingular's acquisition of AT&T Wireless
- CBS on its sale to Viacom

Our approach is to work as a trusted senior advisor to top corporate officers and boards of directors, helping them devise strategies for enhancing shareholder value. We believe this relationship-based approach to our advisory business gives us a competitive advantage in serving a distinct need in the market today. Furthermore, we believe our advisory business is differentiated from that of our competitors in the following respects:

- ***Objective Advice with a Long-Term Perspective*.** We seek to recommend shareholder value enhancement strategies or other financial strategies that we would pursue ourselves were we acting in management's capacity. This approach often includes advising our clients against pursuing transactions that we believe do not meet that standard.
- ***Transaction Excellence*.** Since the beginning of 2004, we have advised on more than $300 billion of announced transactions, including acquisitions, sale processes, mergers of equals, special committee advisory assignments, recapitalizations and restructurings. We have provided significant advisory services on multiple transactions for Accenture, Dow Jones, EDS, General Mills and AT&T (including predecessor company, SBC), among others.
- ***Senior Level Attention and Experience*.** The Senior Managing Directors in our advisory business participate in all facets of client interaction, from the initial evaluation phase to the final stage of executing our recommendations. Our advisory Senior Managing Directors have, on average, more than 22 years of relevant experience.
- ***Independence and Confidentiality*.** We do not underwrite securities, publish securities research, or act as a lender. This enables us to avoid the potential conflicts that may arise from these activities at larger, more diversified competitors. In addition, we believe our commitment to discretion and the smaller size of our firm enhance our ability to provide our clients with strict confidentiality.

Our advisory business generates revenue from fees for providing advice and investment banking services on mergers, acquisitions, restructurings and other strategic transactions. We also provide financial advice and investment banking services to companies in financial transition, as well as to their creditors. Our restructuring advisory services complement our other advisory services because they are generally counter-cyclical and more active when other areas of our advisory business are less active. In addition, our restructuring advisory business often generates follow-on relationships and assignments that survive the completion of restructuring-related engagements.

We advise clients in a number of different situations across many industries and geographies, each of which may require various services:

- *Mergers and Acquisitions.* When we advise companies about the potential acquisition of another company or certain assets, our services include evaluating potential acquisition targets, providing valuation analyses, evaluating and proposing financial and strategic alternatives and rendering, if appropriate, fairness opinions. We also may advise as to the timing, structure, financing and pricing of a proposed acquisition and assist in negotiating and closing the acquisition.

- *Divestitures and Sale Transactions.* When we advise clients that are contemplating the sale of certain businesses, assets or their entire company, our services include evaluating and recommending financial and strategic alternatives with respect to a sale, advising on the appropriate sales process for the situation and valuation issues, assisting in preparing an offering memorandum or other appropriate sales materials and rendering, if appropriate, fairness opinions. We also identify and contact selected qualified acquirers and assist in negotiating and closing the sale.
- *Special Committee and Fairness Opinion Assignments.* We are well-known for our independence, quality and thoroughness, devoting senior-level attention throughout the project lifecycle. We believe our objectivity, integrity and discretion allow us to provide an unbiased perspective. Our firm does not underwrite securities, publish securities research or act as a lender. We are therefore not burdened by these potential conflicts of interest when advising special committees and boards of directors and rendering fairness opinions.
- *Corporate Finance Advisory.* We often serve as an independent and objective advisor in financing situations. We have developed an expertise in assisting clients with respect to the entire spectrum of capital structure decisions, from underwriter selection and management to negotiation of financing terms and transaction execution.

We strive to earn repeat business from our clients. However, we operate in a highly competitive environment in which there are no long-term contracted sources of revenue. Each revenue-generating engagement is separately negotiated and awarded. To develop new client relationships, and to develop new engagements from historical client relationships, we maintain an active dialogue with a large number of clients and potential clients, as well as with their financial and legal advisors, on an ongoing basis. We have gained a significant number of new clients each year through our business development initiatives, through recruiting additional senior professionals who bring with them client relationships and through referrals from directors, attorneys and other third parties with whom we have relationships.

We staff our assignments with a team of professionals with appropriate product and industry expertise. Eleven of our Senior Managing Directors are primarily dedicated to our advisory business. These individuals have an average of over 22 years of relevant experience in the advisory services industry. We have recruited our other professionals from leading financial institutions and universities.

Investment Management

Our investment management business manages three private equity funds with aggregate capital commitments of over $1.2 billion as of March 31, 2006. Mr. Beutner is the Chief Investment Officer of Evercore and a majority of the investment team's Senior Managing Directors has worked together since 1999. Our team brings a diverse set of skills and experiences to the investment process and includes experienced investors, former senior executives from Fortune 100 companies, buy-side research analysts and strategic consultants. Our investment management business principally manages and invests capital on behalf of third parties. A broad range of institutional and high net worth investors, including corporate and public pension funds, endowments, foundations, insurance companies and family offices, have committed capital to the funds we manage. The investments made by our Evercore Capital Partners private equity funds are typically control or significant influence investments while the investments made by our Evercore Ventures private equity fund are typically minority investments.

The historical information presented below and elsewhere in this prospectus with respect to each of our funds is provided for illustrative purposes only. The historical investment and realization performance for our funds is no guarantee of future performance for Evercore Capital Partners I, Evercore Capital Partners II, Evercore Ventures, or any other fund we may form or manage in the future.

The following table provides information with respect to each of our funds as of March 31, 2006.

($ in thousands)	Year of Initial Closing	Total Capital Commitments	Capital Invested as of March 31, 2006	Gross Realizations as of March 31, 2006	Carrying Value as of March 31, 2006	Status
Evercore Capital Partners I	1997	$ 511,868	$ 438,389	$ 608,619	$ 105,296	Harvesting
Evercore Capital Partners II	2001	662,900	459,028	1,444	505,668	Investing
Evercore Ventures	2000	62,420(1)	34,054	9,494	28,430	Harvesting

(1) Excludes $15 million commitment by Evercore Partners I for side-by-side investment.

Evercore Capital Partners I and Evercore Capital Partners II are value-oriented, middle-market private equity funds. We believe Evercore Capital Partners differentiates itself from other middle-market private equity funds by the breadth, depth, quality and stability of its investment team.

We seek to generate attractive risk-adjusted returns in all of our funds by adhering to the following investment approach:

- ***Employing the Evercore Relationship Network.*** We employ the Evercore relationship network throughout the investment process to originate investments, evaluate potential opportunities thoroughly, and add value after an investment is made. We enhance the breadth and depth of our advisory relationship network with our investment management business' advisory board, in-house operating executives and the collective experience of our investment team.
- ***Value Discipline: Focus on Risk-Adjusted Returns.*** We focus on the fundamentals of the underlying business rather than relying on stock market arbitrage, future acquisitions or valuation multiple expansion to achieve returns.
- ***Focus on Post-Investment Value Creation.*** We devote considerable time and resources to working closely with the funds' portfolio companies to determine business strategy, allocate capital and other resources, evaluate expansion and acquisition opportunities and participate in implementing these plans.

Investment Process

We evaluate potential investments at a prudent and deliberate pace, targeting a limited number of investments per year. The funds' investment guidelines are flexible with respect to both industry exposure and investment size, though we have chosen to avoid undue concentration in any particular industry or segment. We typically seek investments with total enterprise value of at least $100 million but have completed individual transactions that exceed $4 billion in value in partnership with other investors. Given the range of transaction sizes we pursue, we seek to commit an average of approximately $50 million to $150 million of equity to each investment. As of March 31, 2006, the Evercore Capital Partners I and Evercore Capital Partners II private equity funds have invested over $897 million in 18 companies. The funds typically hold investments for three to seven years and systematically evaluate exit opportunities throughout the holding period.

While we remain generalists in our approach, we focus on a limited number of sectors where we believe our professionals and firm have extensive intellectual capital, including media, energy and power, and business services. We typically invest in businesses as the lead financial sponsor and demand strong governance rights. However, we are willing to share control with other investors assuming the interests and incentives of the controlling group of investors are aligned with ours.

Investment Management Business Model

The life cycle of a typical private equity fund can be defined by three distinct, but overlapping stages:

- *Fundraising Period*. Investment capital is raised during a finite period.

- *Investment Period*. Investments are made over time and capital is drawn as needed to fund those investments. Multiple investments may be made in a single portfolio company.
- *Realization or Harvesting Period*. Capital and carried interest are realized over the life of the fund as investments are monetized. A single portfolio company can have multiple realizations.

Evercore Capital Partners I

In February 1998, the final closing was held for Evercore Capital Partners I, with total committed capital of $511.9 million, of which $493.0 million was committed by outside investors and $18.9 million was committed by our Senior Managing Directors and other professionals. As of March 31, 2006, $438.4 million of the $511.9 million of committed capital was invested. The investment period for Evercore Capital Partners I ended in April 2003 and therefore, no additional capital will be committed from this fund. However, a follow-on basket totaling $50.0 million is available to continue to support existing portfolio companies. As of March 31, 2006, Evercore Capital Partners I had returned $608.6 million of gross proceeds. The portfolio is invested in a number of different sectors of the economy including, media, energy, and business services.

Evercore Capital Partners II

In March 2003, the final closing was held for Evercore Capital Partners II, with total committed capital of $662.9 million, of which $642.9 million was committed by outside investors and $20.0 million was committed by our Senior Managing Directors and other professionals. As of March 31, 2006, Evercore Capital Partners II had invested $459.0 million in eight investments in the media, power, financial services and healthcare sectors, among others.

Evercore Ventures

In October of 2002, the final closing was held for Evercore Ventures, with total committed capital of $104.1 million, of which $82.1 million was committed by outside investors, $20.0 million was committed by Evercore Capital Partners I, and $2.0 million was committed by our Senior Managing Directors and other professionals. The fund size was later reduced to $77.4 million, which included $15.0 million committed by Evercore Capital Partners I. Evercore Ventures has invested in emerging technology companies in specific growth sectors including data storage, wireline and wireless communications, enterprise software, and technology enabled services. As of March 31, 2006, Evercore Ventures had returned $9.5 million of gross proceeds.

Combination with Protego

On May 12, 2006, we agreed to combine our business with that of Protego Asesores, a leading investment banking boutique in Mexico, founded by Mr. Aspe. The combination is the result of a long-standing relationship between Messrs. Altman and Beutner and Mr. Aspe. We believe this combination will create a firm based on a shared set of business principles and will afford us new business opportunities together that neither business could successfully have realized independently.

The Protego team founded its advisory business in 1996 and currently has offices in Mexico City and Monterrey, Mexico. Protego's advisory services include mergers and acquisitions, energy project finance, sub-national public finance and infrastructure, real estate financial advisory and restructurings. Protego approaches its advisory business in much the same way as Evercore, by building long-standing relationships and acting as a trusted advisor to company management free from the conflicts that larger institutions may encounter. Protego has advised on a number of innovative financing transactions that have had a meaningful role in developing Mexico's financial markets. For example, Protego advised on the development and financing of Cemex's power self-generation project, which was the first and largest project financing for a private project of its kind in Mexico, on the sale of HomeMart to Home Depot and on several innovative real estate transactions, including one of the largest sales ever of commercial property in Mexico to a group of international investors.

Protego also served as advisor to the government of the State of Mexico on its $2.5 billion debt restructuring and fiscal adjustment plan, the government of the State of Michoacán on its $142 million long-term financing, the government of the State of Durango on its $235 million refinancing, the government of the State of Sonora on its $119 million long-term financing and $337 million debt refinancing, and designed a financial mechanism using water fees for the financing of three water treatment plants for the Water Commission of the State of Querétaro.

In 2003, Protego launched a private equity fund jointly with Discovery Capital Partners LLC. The fund, called Discovery Americas I L.P., has $68.3 million as of March 31, 2006 in capital commitments and seeks investment opportunities in Mexico in several sectors, including housing, healthcare, retail, consumer finance and transportation. Protego holds a 50% interest in the general partner of Discovery Americas I, L.P and is entitled to 33 1/3% of the carried interest from the fund. As of December 31, 2005, the fund has invested $29.6 million. In 2005, Protego formed an asset management business that focuses on investment management in peso-denominated money market and fixed income securities for institutional and high net worth investors in Mexico.

($ in thousands)	Year of Initial Closing	Total Capital Commitments	Capital Invested as of December 31, 2005	Gross Realizations as of December 31, 2005	Carrying Value as of December 31, 2005	Status
Discovery Americas I LP	2003	$ 68,355	$ 29,582	$ 0	$ 29,582	Investing

We will not consolidate the general partner of the Discovery Americas I private equity fund following this offering. However, we will recognize as revenue 10% of any carried interest realized from the Discovery Americas I private equity fund following this offering.

Evercore Asset Management

On October 28, 2005 we began our expansion into the traditional asset management business by forming Evercore Asset Management LLC. The core team of professionals has long-standing working relationships and a deep commitment to value investing. Gregory Sawers, EAM's Chief Executive Officer and Andrew Moloff, EAM's Chief Investment Officer who lead the investment management effort, worked closely managing and co-managing several investment services at one of the industry's leading value-based asset management firms.

EAM's approach to investing is classic value and the firm will seek to make value investments in small- and mid-capitalization publicly-traded companies. Business development will be focused on the institutional pension, endowment and foundation market. The firm's first product offering, a concentrated small-cap value service, is now being formally marketed to the investment community. A second investment service, a concentrated small/mid value equity portfolio, has also been launched. Marketing of this service will commence over the course of the second quarter of 2006. We intend to cross-market our other services with EAM in a variety of ways, and to seek additional operational and back-office synergies with the rest of our lines of business. EAM is registered as an investment adviser under the Investment Advisers Act of 1940. See "—Regulation" for a discussion of Investment Advisers Act regulatory matters.

Alliance with Mizuho Securities

On February 2, 2006, we entered into an alliance agreement with Mizuho Securities of Japan and its U.S. advisory subsidiary, The Bridgeford Group. The agreement calls for Evercore, Mizuho, and Bridgeford to provide U.S.—Japan cross-border advisory services for merger, acquisition or restructuring transactions on a joint basis. Subject to the terms of the agreement, we and Mizuho will offer one another the exclusive option to provide joint advisory services for certain cross-border transactions to U.S. clients of Evercore and Japanese clients of Mizuho. This alliance will give us access to the large number of Japanese corporate clients that Mizuho serves and enhances our ability to advise our U.S. clients on a global basis. The alliance agreement has an initial term of three years and is renewable for successive one-year terms thereafter. The alliance agreement may be terminated by either party at any time.

People

As of March 31, 2006, we employed a total of 120 people, including our Senior Managing Directors. None of our employees is subject to any collective bargaining agreements and we believe we have good relations with our employees.

As an investment banking boutique, our core asset is our professional staff, their intellectual capital, and their dedication to providing the highest quality services to our clients. Prior to joining Evercore Partners, our Senior Managing Directors held positions with other leading financial services firms, law firms or investment firms. Roger Altman, Austin Beutner, Eduardo Mestre and David Wezdenko are our executive officers and biographical information relating to each of them is found in "Management". The following individuals are our other Senior Managing Directors and our Principal Accounting Officer:

Advisory

Saul Goodman, 38, is a Senior Managing Director in our advisory business with 15 years of relevant experience. Prior to joining Evercore, Mr. Goodman was a Vice President in the Investment Banking Division of Lehman Brothers, where he focused on media and telecommunications clients. Since joining Evercore, Mr. Goodman was involved in advising The Hearst Corporation on its investment in Fitch Ratings, CBS on its merger with Viacom Inc., ACNielsen Corporation on its sale to VNU N.V., Robert Mondavi Corporation on its sale to Constellation Brands and Spectrasite Inc. on its merger with American Towers Corporation. He also was involved with Evercore Capital Partners' investments in American Media, Inc. and Telenet Holding N.V. Mr. Goodman currently serves on the Boards of Directors of Telenet Holding N.V and of American Media, Inc. Mr. Goodman has a B.S. from the University of Florida and an M.B.A. from the Columbia University Graduate School of Business.

William Hiltz, 55, is a Senior Managing Director in our advisory business with 30 years of relevant experience. Prior to joining Evercore, Mr. Hiltz was Head of the Global Energy Group at UBS Warburg, having become Head of the Energy Group at Dillon Read, a predecessor firm, in 1995. From 1982 to 1995, Mr. Hiltz was a Managing Director at Smith Barney, where at various times he headed the Energy Group, the High Yield and Merchant Banking Group, the Transportation Group, and the General Industrial Group. Since joining Evercore, Mr. Hiltz has advised General Mills on its acquisition of Pillsbury, the divestiture of its interest in Ice Cream Partners and the divestiture of its interest in SVE to PepsiCo. He has advised CVS on both its acquisition of Eckerd and, more recently, its acquisition of Albertson's free standing drugstores. He advised EDS on the sale of UGS PLM, Swiss Re on its acquisition of GE's reinsurance business, and Tyco on its pending split-up in three separately traded companies. Mr. Hiltz currently serves on the Board of Directors of Energy Partners, Ltd. and Davis Petroleum. He is a former Trustee of the Salisbury School and currently serves as the Chairman of the Board of Trustees at Lenox Hill Hospital and its affiliate, Manhattan Eye Ear and Throat Hospital. Mr. Hiltz has a B.A. from Dartmouth College and an M.B.A. from The Wharton School at the University of Pennsylvania.

Jonathan Knee, 44, is a Senior Managing Director in our advisory business with 17 years of relevant experience. Prior to joining Evercore, Mr. Knee was a Managing Director and Co-head of the Media Group at Morgan Stanley. He was previously Publishing Sector Head in the Communications, Media and Entertainment Group at Goldman, Sachs & Co. Since joining Evercore, Mr. Knee has advised NTL on its acquisition of Telewest, The Hearst Corporation on its investment in Fitch Ratings, Dow Jones on its purchase of CBS MarketWatch and J.D. Power and Associates on its sale to McGraw-Hill. Mr. Knee is currently an Adjunct Professor at the Columbia University Graduate School of Business, where he teaches Media Mergers and Acquisitions and Media Strategy and serves as the Director of the Media Program. Mr. Knee currently serves on the Board of Directors of Art Connection, Citizens' Committee for Children of New York, National Women's Law Center, New Alternatives for Children and the Yale Law School Fund. Mr. Knee has a J.D. from Yale University, an M.B.A. from Stanford University, an M.Sc. from Trinity College Dublin and a B.A. from Boston University.

Timothy LaLonde, 44, is a Senior Managing Director and the Chief Operating Officer of our advisory business. Mr. LaLonde has 17 years of relevant experience. Prior to joining Evercore, he was an Executive Director at UBS Warburg. Since joining Evercore, Mr. LaLonde has advised on General Motors' sale of a 51% interest in GMAC, AT&T's acquisition of BellSouth, NTL's acquisition of Telewest, SBC's acquisition of AT&T, EDS' sale of UGS PLM, the sale of PanAmSat to an investor group and Cingular's acquisition of AT&T Wireless. Mr. LaLonde has a B.S.B. from the University of Minnesota, an M.Sc. from the London School of Economics and an M.B.A. from the Amos Tuck School of Business Administration at Dartmouth College.

Michael Price, 49, is a Senior Managing Director in our advisory business with 26 years of relevant experience. Prior to joining Evercore, he held various positions at FirstMark Communications Europe, which he co-founded, including Chairman and CEO. Prior to FirstMark, Mr. Price spent eleven years at Lazard, where he was a Managing Director and founded and led the firm's global Telecom and Technology Group. Since joining Evercore, Mr. Price has advised on SBC's acquisition of AT&T, Cingular's acquisition of AT&T Wireless, Scientific Atlanta's sale to Cisco Systems, Flarion Technologies' sale to Qualcomm, and Nextel Partners' sale to Sprint. He serves on the Board of Overseers of the College of Arts and Sciences at the University of Pennsylvania and on the Board of the Rockefeller University Council. Mr. Price has a B.S. from The Wharton School at the University of Pennsylvania and an M.B.A. from the Harvard Business School.

William Repko, 56, is a Senior Managing Director in our advisory business with 33 years of relevant experience. He is co-head of the firm's restructuring practice. Prior to joining Evercore, Mr. Repko served as a Managing Director and head of The Restructuring Group at J.P. Morgan Chase & Co., where he focused on providing comprehensive solutions to clients' liquidity and reorganization challenges. Mr. Repko entered the banking world in 1973 with Manufacturers Hanover Trust, which after a series of mergers became J.P. Morgan Chase. Mr. Repko has a B.S. from Lehigh University.

William Shutzer, 59, is a Senior Managing Director in our advisory business with 34 years of relevant experience. Prior to joining Evercore, he was a Managing Director of Lehman Brothers, where he did both advisory work and was a principal in Lehman's Merchant Banking Group. Prior to rejoining Lehman in 2000, Mr. Shutzer was the President of Furman Selz, where he coordinated its sale to ING Baring and subsequently became Executive Vice President of ING Baring Furman Selz. Prior to joining Furman Selz in 1994, Mr. Shutzer spent 22 years at Lehman Brothers in various positions, including Head of Corporate Finance. Since joining Evercore, Mr. Shutzer has advised Levi Strauss & Co., Cox Enterprises, and Hallmark Cards, among other clients, on a variety of matters. Mr. Shutzer is currently a Director of Tiffany & Co., JupiterMedia Corp., CSK Auto Corp., Turbochef Technologies, Inc., RSI Holding Co. and Test Equity LLC. Mr. Shutzer has a B.A. from Harvard College and an M.B.A. from the Harvard Business School.

Jane Wheeler, 37, is a Senior Managing Director in our advisory business with 15 years of relevant experience. Prior to joining Evercore, Ms. Wheeler was the Managing Director heading the securities industry and financial technology investment banking business at Morgan Stanley. She spent twelve years at Morgan Stanley in New York on a variety of financings as well as mergers and acquisitions. Before that, she spent two years working at JO Hambro Magan + Co. in London working on European mergers and acquisitions. Ms. Wheeler was named to the Institutional Investor Online Finance 40 in both 2005 and 2006. She currently serves on the Board of Trustees of the Brearley School. Ms. Wheeler has a B.A. from the University of Virginia.

David Ying, 51, is a Senior Managing Director in our advisory business with 28 years of relevant experience. He is co-head of the firm's restructuring practice. Prior to joining Evercore, Mr. Ying has had extensive experience leading successful restructuring advisory groups. Most recently, he was for two years a Managing Director of Miller Buckfire Ying & Co., LLC, a boutique restructuring advisory firm. Before that he spent six years as a Senior Managing Director of JLL Partners, a private equity investment firm that invests in turnaround situations. Prior to that he led restructuring groups at Donaldson Lufkin & Jenrette, Smith Barney and Drexel Burnham Lambert. Mr. Ying has a B.S. from the Massachusetts Institute of Technology and an M.B.A. from The Wharton School at the University of Pennsylvania.

Investment Management

Ciara Burnham, 39, is a Senior Managing Director in our investment management business with 15 years of relevant experience. Previously, Ms. Burnham was a founding partner of Five Mile Capital Partners, an equity research analyst with Sanford C. Bernstein & Co., Inc., and a consultant with McKinsey & Company. Ms. Burnham currently serves on the Boards of Directors of Vertis, Inc., Specialty Products & Insulation Co., TestEquity LLC. and Davis Petroleum. Ms. Burnham has an A.B. from Princeton University and an M.B.A. from the Columbia University Graduate School of Business.

John Dillon, 67, is a Senior Managing Director and Vice Chairman of our investment management business, with 43 years of relevant experience. From 1996-2003, Mr. Dillon served as Chairman and Chief Executive Officer of International Paper and, prior to that, he served as that company's President and Chief Operating Officer for one year. He is currently a Director of Caterpillar, Inc., the Kellogg Company, DuPont, Vertis Inc., Specialty Products & Insulation Co., Test Equity LLC, and Davis Petroleum. Mr. Dillon has also served as Chairman of the Business Roundtable; Chairman of the Board of Governors of the National Council for Air and Stream Improvement; and Chairman of the Board of the Evercore Forest and Paper Association. He was a member of the President's Advisory Council on Trade Policy and Negotiations and The Business Council. Mr. Dillon has a B.S. from the University of Hartford and an M.S. from the Columbia University Graduate School of Business.

Richard Emerson, 44, is a Senior Managing Director in our investment management business with 20 years of relevant experience. Prior to joining Evercore, Mr. Emerson was Senior Vice President of Corporate Development and Strategy at Microsoft, where he was responsible for leading Microsoft's overall corporate development activities, including mergers, acquisitions and strategic partnerships, and corporate strategy. Mr. Emerson also was a member of Microsoft's Business Leadership Team, which shared responsibility for Microsoft's strategic and business planning. Prior to joining Microsoft in 2000, Mr. Emerson was Managing Director and co-head of technology and telecommunications advisory services at Lazard, where he also ran the West Coast office. He currently serves as a Trustee of the California Academy of Sciences, a non-profit museum and research institute located in San Francisco. Mr. Emerson has a B.A. and M.A. from Stanford University and an M.B.A. from the Amos Tuck School of Business Administration at Dartmouth College.

Neeraj Mital, 39, is a Senior Managing Director in our investment management business with 18 years of relevant experience. Prior to joining Evercore, he was a Managing Director at The Blackstone Group. Since joining Evercore, Mr. Mital has been involved in our investments in Diagnostic Imaging Group and Michigan Electric Transmission Company (METC), among other transactions. He currently serves on the Boards of Directors of American Media, Inc., METC and Diagnostic Imaging Group. Mr. Mital has a B.S. from The Wharton School at the University of Pennsylvania.

Sangam Pant, 41, is a Senior Managing Director in our investment management business with 18 years of relevant experience. He runs our Venture Capital business, and additionally focuses on India-related private equity. Prior to joining Evercore, Mr. Pant was Executive Vice President, General Manager and Chief Technology Officer of the eCompanies Incubator, where he was responsible for product, creative, technology and business development functions plus the wireless joint-venture with Sprint. Previously, he was Vice President of Integration and Operations for Lycos. Mr. Pant currently serves on the Boards of Directors of Certus, Sierra Design Automation and StrongMail. He received has a BS from Maharaja Sayajirao University in Baroda, India, an MS from the University of Florida, and an M.B.A. from the Wharton School at the University of Pennsylvania. He holds four patents and has published numerous research papers and articles.

Kathleen Reiland, 41, is a Senior Managing Director and the Chief Operating Officer of our investment management business. Ms. Reiland has 17 years of relevant experience. Prior to joining Evercore, she was a Principal and buy-side equity research analyst with Sanford C. Bernstein & Co., Inc. where she was responsible for investments in both small capitalization and hedge fund portfolios. Since joining Evercore, Ms. Reiland has

been involved in advising CBS Corporation on its merger with Viacom Inc. and in Evercore Capital Partners' investment in Diagnostic Imaging Group, among other transactions. She currently serves on the Boards of Directors of Causeway Capital Management LLC and Diagnostic Imaging Group. Ms. Reiland has an A.B. from Duke University and an M.B.A. from the Amos Tuck School of Business Administration at Dartmouth College.

Administrative and Marketing

Thomas J. Gavenda, 37, Controller, is responsible for all aspects of the accounting functions of the firm. Mr. Gavenda joined Evercore in December 2005 after spending three years at Primus Guaranty, Ltd. as the controller, and five years at Deutsche Bank Securities as the Chief Financial Officer for the US investment bank. Previously, Mr. Gavenda spent several years at Morgan Stanley in their controlling and treasury areas and began his career at Deloitte & Touche. Mr. Gavenda has a B.B.A. from the University of Notre Dame and a J.D. from Brooklyn Law School. Mr. Gavenda is a C.P.A. and has been admitted to the New Jersey State Bar.

Gail Landis, 53, is a Senior Managing Director and Head of Sales and Marketing for our investment management business. She is also a founding partner in Evercore Asset Management. Prior to joining Evercore in June 2005, Ms. Landis was a Managing Director and Head of Americas Distribution for Credit Suisse Asset Management (CSAM). In addition, she served as Chair of CSAM's Global Marketing Committee and was a member of the firm's Global Executive Committee. Prior to CSAM, Ms. Landis spent 21 years at Sanford C. Bernstein & Co. where she most recently was a Managing Director and senior executive leading the firm's global institutional marketing and consultant development activities. She currently serves on the Board of Trustees of St. Mark's School and the Board of Directors of Pro Mujer, a not-for-profit microfinance organization. Ms. Landis has a B.A. from Boston University and an M.B.A. from New York University's Stern School of Business.

M. Sharon Lewellen, 47, is a Senior Managing Director. Prior to joining Evercore, Ms. Lewellen was a Managing Director at The Blackstone Group from 1995 to 2002, where she was responsible for the firm's internal accounting, tax and financial reporting for the private equity, real estate and mezzanine funds. From 1989 to 1995, Ms. Lewellen was the Vice President of Finance and Operations at Financo, Inc. Ms. Lewellen has a B.S. from The Wharton School at the University of Pennsylvania and an M.B.A. from Temple University.

Protego

Following our combination with Protego, the following Directors of Protego will become our Senior Managing Directors. In addition, following the combination with Protego, Pedro Aspe will become a Senior Managing Director and our Co-Chairman and his biographical information is found in "Management".

Advisory

Fernando Aportela, 35, is a Director responsible for Protego's sub-sovereign public finance group. Mr. Aportela has 9 years of relevant experience. He joined Protego as deputy director in 2004, and became managing director in 2005. Prior to that, he was Revenues Deputy Secretary in the Government of the State of Veracruz. Mr. Aportela has also served as manager-researcher in the Mexican Central Bank, deputy director of the economic advisory team of the Presidency and member of the economic advisory team of the Minister of Finance and Public Credit of Mexico. Mr. Aportela received a B.A. from Instituto Tecnológico Autónomo de México (ITAM) and a Ph.D. from the Massachusetts Institute of Technology.

Augusto Arellano, 31, is a Director responsible for Protego's real estate group. Mr. Arellano has seven years of relevant experience. In 1996, he joined Protego as an analyst, in 2003 he became Deputy Director and in 2006 Managing Director. Prior to that he was a staff member of the Director of Financial Engineering and Sector Projects for Banobras. Mr. Arellano has also been a Research Scholar at the Stern School of Business at New

York University and Professor of Economics in the MBA program of the Instituto Tecnologico Autonomo de Mexico (ITAM). Mr. Aralleno received a B.A. from ITAM and a Ph.D from the Carlos III University in Spain.

Hugo Garza, 41, is a Director responsible for Protego's restructuring and refinancing groups. Mr. Garza has 12 years of relevant experience. Prior to joining Protego in 1996, he was Chief Information & Technology Officer at Banco Regional de Monterrey, and co-founder and General Manager of two software and automation companies. Since 1987, Mr. Garza has founded several health and technology associations. Mr. Garza received a B.A. from Instituto Tecnológico de Estudios Superiores de Monterrey (ITESM) and a Masters degree from DUXX Graduate School of Business Leadership.

Jorge Marcos, 54, is a Director responsible for Protego's mergers and acquisitions group with 23 years of relevant experience. Prior to joining Protego in 1996, Mr. Marcos served as Director of Corporate Finance at Vector, Chief Financial Officer and Director of Treasury at Ponderosa Industrial, and Corporate Treasurer and Manager of Administration Funds at Cemex. He has also been advisor to BITAL and Bancomext, and President of the Mexican Institute of Finance Executives (IMEF). Mr. Marcos received a B.A. and an M.B.A. from the Universidad Autónoma de Nuevo León (UANL). He is also a graduate of the Management program at Universidad Panamericana—Instituto Panamericano de Alta Direccion de Empresas (IPADE).

Antonio Souza, 51, is a Director in Protego's advisory business responsible for Protego's energy group with 25 years of relevant experience. Prior to joining Protego in 1998, Mr. Souza was Vice President of Project Finance for energy projects at Banamex, Vice President of Project Development in the Business Promotion division of Banamex, and Senior Partner in Servicios Industriales Peña Verde. He has held a variety of roles at PEMEX, including Chief Economist in the Refining and Petrochemical Division. Prior to joining Pemex, he worked in the Mexican Government in the energy department of the Secretary of the Patrimony. Mr. Souza received a Masters degree and a Ph.D. from the French Institute of Petroleum. He also holds a degree from the L'Ecole Superior des Art et Metiers in Paris.

Investment Management

Sergio Sánchez, 47, is a Director and the Chief Executive Officer of Protego's asset management business with 20 years of relevant experience. Prior to joining Protego, Mr. Sánchez served as Chief Executive Officer of Vector Casa de Bolsa from 1996 to May 2001. Prior to that, he was Senior Vice President at Santander Investment Securities in New York, where he was responsible for fixed income. Mr. Sánchez also worked as head of risk management for Grupo Inverlat in Mexico, and as a consultant for the Ambrosetti Group in Madrid, Spain. He has been an advisor to several companies involved in antitrust cases in the transportation and telecommunications sectors. Mr. Sánchez has served as a Member of the Board of the Mexican Stock Exchange. Mr. Sánchez received a B.A. from Instituto Tecnológico Autónomo de México (ITAM) and a Ph.D. from the Massachusetts Institute of Technology.

Advisor to the Chairman

Antonio Bassols Zaleta, 63, has served as Advisor to the Chairman and Chief Executive Officer of Protego since 1996 and has 36 years of relevant experience. Mr. Bassols is a Professor Emeritus at the Instituto Tecnológico Autónomo de México (ITAM) and a member of the Board of the National Association of Research and Education Schools. Previously, he served as an advisor to the Minister of Finance of Mexico and was responsible for the liquidation of the Mexican Institute of Coffee and the Institute of Mexican Tobacco (TABAMEX). Mr. Bassols received a B.A. from ITAM and an M.B.A. from Instituto Tecnológico de Estudios Superiores de Monterrey (ITESM).

Competition

The financial services industry is intensely competitive, and we expect it to remain so. Our competitors are other investment banking, financial advisory and private equity firms. We compete both globally and on a

regional, product or niche basis. We compete on the basis of a number of factors, including transaction execution skills, investment performance, our range of products and services, innovation, reputation and price.

We believe our primary competitors in securing advisory engagements are Citigroup, Credit Suisse, Goldman, Sachs & Co., Lazard, Lehman Brothers, Merrill Lynch, Morgan Stanley, UBS Investment Bank and other large investment banking firms as well as investment banking boutiques such as Allen & Co., The Blackstone Group, Gleacher Partners, Greenhill & Co. and Rohatyn Associates.

We believe our competition in the investment management business includes private equity funds of all sizes. As we seek to expand our investment management business, we expect to face competition both in the pursuit of outside investors for our private equity funds and in acquiring investments in attractive portfolio companies.

Competition is also intense for the attraction and retention of qualified employees. Our ability to continue to compete effectively in our businesses will depend upon our ability to attract new employees and retain and motivate our existing employees.

In recent years there has been substantial consolidation and convergence among companies in the financial services industry. In particular, a number of large commercial banks, insurance companies and other broad-based financial services firms have established or acquired broker-dealers or have merged with other financial institutions. Many of these firms have the ability to offer a wider range of products, from loans, deposit-taking and insurance to brokerage, asset management and investment banking services, which may enhance their competitive position. They also have the ability to support investment banking and securities products with commercial banking, insurance and other financial services revenues in an effort to gain market share, which could result in pricing pressure in our businesses. This trend toward consolidation and convergence has significantly increased the capital base and geographic reach of our competitors.

Regulation

Our business, as well as the financial services industry generally, is subject to extensive regulation in the United States and elsewhere. As a matter of public policy, regulatory bodies in the United States and the rest of the world are charged with safeguarding the integrity of the securities and other financial markets and with protecting the interests of customers participating in those markets, not with protecting the interests of our shareholders or creditors. In the United States, the Securities and Exchange Commission, or SEC, is the federal agency responsible for the administration of the federal securities laws. Evercore Group LLC, a wholly-owned subsidiary of ours through which we conduct our financial advisory business, is registered as a broker-dealer with the SEC and the National Association of Securities Dealers, Inc., or the NASD, and expects to be registered as a broker-dealer in all 50 states and the District of Columbia prior to the consummation of this offering. Evercore Group LLC is subject to regulation and oversight by the SEC. In addition, the NASD, a self-regulatory organization that is subject to oversight by the SEC, adopts and enforces rules governing the conduct, and examines the activities, of its member firms, including Evercore Group LLC. State securities regulators also have regulatory or oversight authority over Evercore Group LLC.

Protego Casa de Bolsa, Protego's asset management subsidiary, is authorized by the Mexican Ministry of Finance to act as a broker-dealer and financial advisor in accordance with the Mexican Securities Market Law. Protego Casa de Bolsa is subject to regulation and oversight by the Mexican Ministry of Finance and the Mexican National Banking and Securities Commission. In addition, the Mexican Broker Dealer Association, a self-regulatory organization that is subject to oversight by the Mexican National Banking and Securities Commission, adopts and enforces rules governing the conduct, and examines the activities of, its member broker-dealers, including Protego Casa de Bolsa.

Broker-dealers are subject to regulations that cover all aspects of the securities business, including sales methods, trade practices among broker-dealers, use and safekeeping of customers' funds and securities, capital

structure, record-keeping, the financing of customers' purchases and the conduct and qualifications of directors, officers and employees. In particular, as a registered broker-dealer and member of a self-regulatory organization, we are subject to the SEC's uniform net capital rule, Rule 15c3-1. Rule 15c3-1 specifies the minimum level of net capital a broker-dealer must maintain and also requires that a significant part of a broker-dealer's assets be kept in relatively liquid form. The SEC and various self-regulatory organizations impose rules that require notification when net capital falls below certain predefined criteria, limit the ratio of subordinated debt to equity in the regulatory capital composition of a broker-dealer and constrain the ability of a broker-dealer to expand its business under certain circumstances. Additionally, the SEC's uniform net capital rule imposes certain requirements that may have the effect of prohibiting a broker-dealer from distributing or withdrawing capital and requiring prior notice to the SEC for certain withdrawals of capital.

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 relating to, among other things, the privacy of client information, and any failure to comply with these regulations could expose us to liability and/or reputational damage. Additional legislation, changes in rules promulgated by financial authorities (in the case of Mexican broker-dealers) and self-regulatory organizations 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.

Some of our subsidiaries are registered as investment advisors with the Securities and Exchange Commission. Registered investment advisors are subject to the requirements and regulations of the Investment Advisers Act of 1940. Such requirements relate to, among other things, fiduciary duties to 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, as well as general anti-fraud prohibitions.

The U.S. and non-U.S. government agencies and self-regulatory organizations, as well as state securities commissions in the United States and Mexican Financial Authorities, are empowered to conduct periodic examinations and initiate administrative proceedings that can result in censure, fine, the issuance of cease-and-desist orders or the suspension or expulsion of a broker-dealer or its directors, officers or employees.

Facilities

Our principal executive offices are located in leased office space at 55 East 52nd Street, New York, New York. We also lease the space for our offices at 150 East 52nd Street, New York, New York; 100 Wilshire Boulevard, Santa Monica, California; and at One Maritime Plaza, San Francisco, California. We do not own any real property. We consider these arrangements to be adequate for our present needs.

With the Protego combination, we will also have offices in leased office space at Av. Lázaro Cárdenas 2400 Torre D-32, Col. San Agustin in Monterrey, Mexico and at Blvd. Manuel A. Camacho 36-22, Col. Lomas de Chapultepec in Mexico City, Mexico.

Legal Proceedings

We are not party to any material legal proceedings.

MANAGEMENT

Directors and Executive Officers

The following table sets forth the names, ages and positions of our current directors and executive officers. We expect to add additional, independent directors prior to the closing of this offering.

Name	Age	Position
Roger C. Altman	60	Chairman, Co-Chief Executive Officer and Director
Austin M. Beutner	46	President, Co-Chief Executive Officer, Chief Investment Officer and Director
Eduardo Mestre	57	Vice Chairman
David E. Wezdenko	42	Chief Financial Officer

Following our combination with Protego, Pedro Aspe will become a Senior Managing Director and will join our board of directors as Co-Chairman and Director. Mr. Aspe's biographical information is set forth below with that of our executive officers and directors.

Roger C. Altman is Chairman of Evercore. He began his investment banking career at Lehman Brothers and became a general partner of that firm in 1974. Beginning in 1977, he served as Assistant Secretary of the U.S. Treasury for four years. He then returned to Lehman Brothers, later becoming Co-Head of overall investment banking, a member of the firm's Management Committee and its board of directors. He remained in those positions until the firm was sold to Shearson/American Express.

In 1987, Mr. Altman joined The Blackstone Group as Vice Chairman, Head of the Firm's merger and acquisition advisory business and a member of its Investment Committee. Mr. Altman also had primary responsibility for Blackstone's international business. Beginning in January 1993, Mr. Altman returned to Washington to serve as Deputy Secretary of the U.S. Treasury for two years. In 1996, he co-founded Evercore Partners.

Mr. Altman is a Trustee of The National Park Foundation, New Visions for Public Schools and The American Museum of Natural History, where he also serves as Chairman of the Investment Committee. He also is a member of the Council on Foreign Relations and serves on its Finance and Investment Committees. He received a B.A. from Georgetown University and an M.B.A. from the University of Chicago.

Austin M. Beutner, President, Co-Chief Executive Officer and Chief Investment Officer, co-founded the Company in 1996. Mr. Beutner has served as Chairman of the Evercore Capital Partners private equity funds since 1997 and Chairman of the Evercore Ventures private equity fund since 2002. From 1994 to 1996, Mr. Beutner was President and Chief Executive Officer of The U.S. Russia Investment Fund, a private investment fund capitalized with $440 million by the U.S. Government. In 1988, Mr. Beutner joined The Blackstone Group, where he became a General Partner in 1989. From 1982 to 1988, Mr. Beutner worked in Smith Barney's Mergers and Acquisitions Group and, in 1986, he helped establish the firm's Merchant Banking Group.

Mr. Beutner currently serves on the boards of directors of American Media, Inc. and Sedgwick CMS, Inc. He also serves as Chairman of the California Governor's Council on Physical Fitness and Sports, as Chairman of the board of directors of the California Institute of the Arts, as Chairman of the board of directors of Carlthorp School and is a member of the Council on Foreign Relations. Mr. Beutner has a B.A. in Economics from Dartmouth College.

Pedro Aspe, 55, Co-Chairman, founded Protego in 1996, and serves as Protego's Chairman of the board of directors and Chief Executive Officer. Mr. Aspe has been since 1995 a professor at the Instituto Tecnológico Autónomo de México located in Mexico City. Mr. Aspe has held a number of positions with the Mexican government and was most recently the Minister of Finance and Public Credit of Mexico from 1988 through 1994.

Mr. Aspe is a Principal, member of the Investment Committee and Chairman of the Advisory Board of Discovery Americas I L.P. Mr. Aspe serves as a director of a number of public companies, including Televisa and the McGraw Hill Companies. Mr. Aspe is a member of the Board of the Carnegie Foundation, the Advisory Board of Stanford University's Institute of International Studies and the Visiting Committee of the Department of Economics of the Massachusetts Institute of Technology. Mr. Aspe also currently serves as a member of the Advisory Board of Marvin & Palmer and of MG Capital, in Monterrey, Mexico. Mr. Aspe received a B.A. in Economics from Instituto Tecnológico Autónomo de México (ITAM) and a Ph.D. in Economics from the Massachusetts Institute of Technology.

Eduardo Mestre, Vice Chairman, is responsible for the firm's corporate advisory business. From 2001 to 2004, Mr. Mestre served as Chairman of Citigroup's Global Investment Bank. From 1995 to 2001, he served as Head of investment banking and, prior to that, as Co-Head of mergers and acquisitions at Salomon Smith Barney. As Head of investment banking, Mr. Mestre led Salomon's business integration efforts arising from the various mergers that led to the creation of Citigroup. Prior to joining Salomon in 1977, Mr. Mestre practiced law at Cleary Gottlieb Steen & Hamilton LLP.

Mr. Mestre is a member of the Executive Committee and past Chairman of the Board of WNYC and is Chairman of the Board of Cold Spring Harbor Laboratory. Mr. Mestre has a B.A. from Yale University and a J.D. from Harvard Law School.

David E. Wezdenko, Chief Financial Officer and Senior Administrative Partner, is responsible for accounting, administrative and tax functions of the firm and its private equity and venture capital funds. Prior to joining the firm, Mr. Wezdenko was a Managing Director at JP Morgan Asset Management from 1996 to 2005, where he was head of technology and operations for the U.S. platform and Chief Operating Officer of JP Morgan's mutual fund business. Prior to JP Morgan, Mr. Wezdenko held senior financial and operational positions at United Asset Management and Fidelity Investments in Boston. Mr. Wezdenko has a B.S. in accounting from Boston College.

There are no family relationships among any of our directors or executive officers.

Composition of the Board of Directors after this Offering

Prior to the closing of this offering, we intend to appoint a number of additional, independent directors to our board of directors.

Our bylaws provide that our board of directors shall consist of such number of directors as shall from time to time be fixed by our board of directors. Each director will serve until our next annual meeting or until the director's earlier resignation or removal.

Committees of the Board of Directors

We anticipate that, prior to this offering, our board of directors will establish an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, and our board of directors intends to adopt new charters for its committees that comply with current federal and New York Stock Exchange rules relating to corporate governance matters. Following the closing of this offering, we intend to make copies of the committee charters, as well as our Corporate Governance Guidelines and our Code of Ethics, available on our website at www.evercore.com.

Audit Committee. The purpose of the Audit Committee will be to assist our board of directors in overseeing and monitoring (1) the quality and integrity of our financial statements, (2) our compliance with legal and regulatory requirements, (3) the independent registered public accounting firm's qualifications and independence and (4) the performance of the independent registered public accounting firm. The Audit Committee will also be responsible for preparing the Audit Committee report that is included in our annual proxy statement.

Compensation Committee. The Compensation Committee will be responsible for approving, administering and interpreting our compensation and benefit policies, including our executive officer incentive programs. It will review and make recommendations to our board of directors to ensure that our compensation and benefit policies are consistent with our compensation philosophy and corporate governance guidelines. The Compensation Committee will also be responsible for establishing the compensation of our Co-Chief Executive Officers.

Nominating and Corporate Governance Committee. The purpose of the Nominating and Corporate Governance Committee will be to oversee our governance policies, nominate directors for election by stockholders, nominate committee chairpersons and, in consultation with the committee chairpersons, nominate directors for membership on the committees of the board. In addition, the Nominating and Corporate Governance Committee will assist our board of directors with the development of our Corporate Governance Guidelines.

Compensation Committee Interlocks and Insider Participation

Upon the effectiveness of the registration statement of which this prospectus forms a part, our board of directors will form a Compensation Committee as described above. Mr. Altman and Mr. Beutner have historically made all determinations regarding executive officer compensation.

Director Compensation

Our policy is not to pay director compensation to directors who are also our employees. We anticipate that each outside director will enter into compensation arrangements to be determined.

Executive Compensation

As an independent company, we have established executive compensation practices that link compensation with our performance as a company. We will periodically review our executive compensation programs to ensure that they are competitive.

Summary Compensation Table

Prior to this offering, our business was conducted through limited liability companies, partnerships and sub-chapter S entities. As a result, meaningful individual compensation information for our directors and executive officers of our business based on its operation in corporate form is not available for periods prior to this offering. In addition, we have operated our business with a relatively small number of executive officers for the years prior to the current fiscal year. In October 2005, David Wezdenko joined us as our Chief Financial Officer and the following table shows compensation information for his employment from that time until December 31, 2005. Following the Protego Combination and this offering, Mr. Aspe will join us as our Co-Chairman.

The following table sets forth certain summary information concerning compensation paid or accrued by the Company for services rendered in all capacities during the fiscal year ended December 31, 2005 for Co-Chief Executive Officers and our two other executive officers during the fiscal year ended December 31, 2005. These individuals are referred to as the "named executive officers" in other parts of this prospectus.

2005 Compensation Information

		Annual Compensation				Long-Term Compensation		
						Awards		Pay-outs
Name And Principal Position	Year	Salary	Bonus	Participation in Earnings of Evercore Entities(1)	Other Annual Compensation(2)	Restricted Stock Awards	Securities Underlying Options/ SARS	LTIP Payouts
Roger C. Altman Chairman and Co-Chief Executive Officer	2005	$	$	$ 9,091,399	$ 634,480(3)	$	$	$
Austin M. Beutner President, Co-Chief Executive Officer and Chief Investment Officer	2005			6,823,541	598,666(4)			
Eduardo Mestre Vice Chairman	2005			5,688,222	30,000(5)			
David E. Wezdenko Chief Financial Officer(6)	2005			320,317				

(1) Evercore has historically operated in the form of limited partnerships, limited liability companies or sub-chapter S entities and the Senior Managing Directors, in lieu of a salary and bonus, received their compensation in the form of participation in the earnings of the respective entities in which they were members or partners. The amounts presented in this additional column reflect distributions made to the named executive officers by such entities in respect of the fiscal year ended December 31, 2005, including distributions to Messrs. Altman, Beutner, Mestre and Wezdenko in January and February 2006 in the amounts of $6,673,000, $4,397,309, $3,528,000 and $0, respectively, and excluding distributions made to them in January 2005 in respect of the prior fiscal year in the amounts of $4,290,787, $4,316,247, $0 and $0, respectively.

(2) Except as otherwise provided below, perquisites and other personal benefits to the named executive officers were less than both $50,000 and 10% of the total annual salary and bonus reported for the named executive officers, and therefore, information regarding perquisites and other personal benefits has not been included.

(3) Includes (a) $574,990 in carried interest earned in connection with investments realized by Evercore Capital Partners I, Evercore Capital Partners II and Evercore Ventures of which $65,583 was unpaid as of December 31, 2005, (b) a $30,000 profit sharing contribution relating to 2005 which was unpaid as of December 31, 2005, and (c) costs and expenses of $29,490 associated with the automobile and driver the Company provides for Mr. Altman. Excluded from this amount is the $29,000 profit sharing contribution relating to 2004 that was paid in 2005.

(4) Includes (a) $568,666 in carried interest earned in connection with investments realized by Evercore Capital Partners I, Evercore Capital Partners II and Evercore Ventures of which $59,462 was unpaid as of December 31, 2005 and (b) a $30,000 profit sharing contribution relating to 2005 which was unpaid as of December 31, 2005. Excluded from this amount is the $24,000 profit sharing contribution relating to 2004 that was paid in 2005.

(5) Consists of a $30,000 profit sharing contribution relating to 2005 which was unpaid as of December 31, 2005.

(6) Mr. Wezdenko joined the Company on October 12, 2005.

Employment Agreements with Messrs. Altman, Beutner and Aspe

Prior to the consummation of this offering, we expect to enter into substantially similar employment agreements with each of Roger Altman, Austin Beutner and Pedro Aspe (each, an "Executive"). Pursuant to the terms of the individual employment agreements, (i) Mr. Beutner will serve as Co-Chief Executive Officer, President, Chief Investment Officer and Director; (ii) Mr. Altman will serve as a Co-Chief Executive Officer, Co-Chairman of the Board of Directors and Director and (iii) Mr. Aspe will serve as Co-Chairman of the Board of Directors and a Senior Managing Director, as well as the Chief Executive Officer of our principal Mexican operating subsidiary, in each case for a term of three years, subject to automatic, successive one-year extensions thereafter unless either party gives the other 60 days prior notice that the term will not be extended.

Each employment agreement would provide for an annual base salary of $500,000 and a guaranteed annual bonus payment of $500,000 on a fixed date following the end of each fiscal year (the "guaranteed annual

bonus"). The employment agreements for Messrs. Altman and Beutner will also provide for a "profit annual bonus" in the amount of $ in respect of fiscal year 2006, and a profit annual bonus in subsequent years determined by a formula relating to the level of growth, if any, in our income. For Mr. Aspe, his profit annual bonus would be calculated as an amount such that his total annual compensation for the applicable fiscal year is equal to the product of (x) the average of the total cash compensation earned by Messrs. Altman and Beutner for such fiscal year and (y) the ratio that his share ownership interest in the company as of this offering bears to 0.5 times the total share ownership of Messrs. Altman and Beutner in the Company as of this offering, as set forth more fully in his employment agreement. In any event, Mr. Aspe's compensation will never be less than the sum of his annual base salary and guaranteed annual bonus. In the event either of Messrs. Altman or Beutner ceases to serve as a Co-Chief Executive Officer, the value of "(x)," above, used for purposes of calculating Mr. Aspe's profit annual bonus, will instead be deemed to equal total cash compensation earned by our Chief Executive Officer for the applicable fiscal period.

Pursuant to each employment agreement, if the Executive's employment terminates prior to the expiration of the term due to his death or disability, the Executive would be entitled to receive (i) any base salary earned but unpaid through the date of termination; (ii) reimbursement for any unreimbursed business expenses properly incurred by the Executive; (iii) such employee benefits, if any, as to which the Executive may be entitled under our employee benefit plans (the payments and benefits described in (i) through (iii) are referred to as the "accrued rights"); (iv) lump sum payments equal to the Executive's earned but unpaid guaranteed annual bonus and profit annual bonus, if any, payable in respect of the fiscal year immediately preceding the fiscal year in which the termination occurs, payable when such bonuses would have otherwise been payable had Executive's employment not terminated; and (v) pro-rated portions of the guaranteed annual bonus and profit annual bonus, calculated based on the number of months (and any fraction thereof) the Executive is employed during the fiscal year in which a termination of employment occurs and in respect of which such bonuses are payable, relative to 12 months.

If an Executive's employment is terminated prior to the expiration of the term (or such extension thereof) by us without "cause" (as defined in the employment agreement) or by the Executive for "good reason" (as defined in the employment agreement) or if we elect not to extend the term (each a "qualifying termination"), the Executive would be entitled, subject to his compliance with certain restrictive covenants (contained in the agreements described under "— Confidentiality, Non-Solicitation and Proprietary Information Agreements"), to (A) a lump sum payment equal to two times (three times in the case of a qualifying termination that occurs on or following a "change in control" of the Company (as defined in the employment agreement)) the greater of (x) the sum of (i) his annual base salary, (ii) his guaranteed annual bonus and (iii) his average profit annual bonus for the three most recently completed fiscal years and (y) the average of the aggregate amount of cash compensation payable to our three most highly paid executives in the most recently completed fiscal year (for Mr. Aspe, the average amount of the total annual cash compensation payable to Messrs. Altman and Beutner in the most recently completed fiscal year, multiplied by the ratio his ownership interest at the time of this offering bears to that of Messrs. Altman and Beutner (as set forth more fully in his agreement)); (B) any "accrued rights" (as defined above); (C) lump sum payments equal to the Executive's earned but unpaid guaranteed annual bonus and profit annual bonus, if any, payable in respect of the fiscal year immediately preceding the fiscal year in which the termination occurs, payable when such bonuses would have otherwise been payable had Executive's employment not terminated; and (D) pro-rated portions of the guaranteed annual bonus and profit annual bonus, calculated based on the number of months (and any fraction thereof) the Executive is employed during the fiscal year in which a termination of employment occurs and in respect of which such bonuses are payable, relative to 12 months. The Executive would also be entitled to receive continued coverage for the Executive and his spouse and dependents under our medical plans for two years (three years in the case of a qualifying termination that occurs on or following a change in control of the Company), subject to payment by the Executive of the same premiums he would have paid during such period of coverage if he were an active employee. Any termination by us without cause within six months prior to the occurrence of a change in control of the Company would be deemed to be a termination of employment on the date of such change in control.

In the event of a termination of an Executive's employment which is not a qualifying termination or a termination due to the Executive's death or disability (including if the Executive resigns without good reason), the Executive would be entitled to receive any "accrued rights" (as defined above).

If a dispute arises out of the employment agreement with an Executive, we would pay the Executive's reasonable legal fees and expenses incurred in connection with such dispute if the Executive prevails in substantially all material respects on the issues presented for resolution.

In addition, each of Messrs. Altman, Beutner and Aspe are provided with certain protections, which provide that, in the event payments or benefits provided to the Executive under an employment agreement or any other plan or agreement in connection with a change in control of the Company result in an "excess parachute payment" excise tax being imposed on the Executive, he would be entitled to a gross-up payment equal to the amount of the excise tax, as well as the excise tax and income tax on the gross-up payment.

Employment Agreement with Mr. Wezdenko

David Wezdenko, our Senior Managing Director, Executive Vice President and Chief Financial Officer, joined Evercore in October 2005 and in connection therewith was admitted as a partner of Evercore Group Holdings L.P. We have entered into an employment agreement with Mr. Wezdenko, which provides for an annual salary of $500,000 and an annual guaranteed bonus of $200,000. Mr. Wezdenko's salary and bonus are subject to annual review by our Co-Chief Executive Officers and will be payable after fiscal year 2006 in a manner that is commensurate with his position with us.

Mr. Wezdenko's employment with the company is "at-will" and may be terminated by either party at any time, provided, however that Mr. Wezdenko is obligated to give at least thirty day's advance written notice if he intends to terminate the agreement. Upon termination of the agreement for any reason, Mr. Wezdenko is entitled to any unpaid base salary and signing bonus through the date of his termination.

IPO Date Restricted Stock Unit Awards

On the date of the consummation of the offering, we intend to make significant grants of restricted stock units pursuant to the 2006 Stock Incentive Plan, as described further below. In general, each restricted stock unit will represent a contractual right, which is not transferable except in the event of death, of the participant to receive a share of Class A common stock on a specified delivery date. Holders of restricted stock units will not have a lien on any of our assets to secure their contractual rights under, and we are not required to set aside any funds in respect of, the restricted stock units.

On the date of the offering, each participant will be granted a number of restricted stock units. Based on an assumed initial public offering price per share of $, we expect to grant an aggregate of restricted stock units to these participants. If the initial public offering price per share is greater than $, the number of restricted stock units we will grant to these participants will be lower.

% of the restricted stock units granted will be vested on the date of the consummation of the offering. Subject to a participant's continued employment with us or our affiliates, an additional % of the restricted stock units will vest if and when Messrs. Altman, Beutner and Aspe, and trusts benefiting their families and permitted transferees, collectively, cease to beneficially own at least 90% of their aggregate equity interest in our company. Subject to a participant's continued employment with us or our affiliates, all of the participant's restricted stock units will vest upon the earliest to occur of the following events:

- when Messrs. Altman, Beutner and Aspe, and trusts benefiting their families and permitted transferees, collectively, cease to beneficially own at least 50% of the aggregate equity interest in our company;
- a change of control of Evercore;
- two of Messrs. Altman, Beutner and Aspe are not employed by, or do not serve as a director of, Evercore Partners Inc. within a 10-year period following this offering; or
- the death or disability of such participant while in our employ.

Subject to a participant's compliance with certain restrictive covenants, the shares of Class A common stock underlying this portion of the restricted stock units will be delivered to each participant as follows:

- If the participant is employed on the fifth anniversary of this offering, then on that date the participant will receive all shares underlying any restricted stock units that are vested as of such date. Thereafter, so long as the participant remains employed through the subsequent vesting date of any restricted stock units that were not vested as of the fifth anniversary of this offering, the participant will receive the shares underlying such restricted stock units at the time of such subsequent vesting date(s).
- If the participant's employment terminates prior to the fifth anniversary of this offering other than due to death or disability, then the employee will (i) forfeit any then unvested restricted stock units and (ii) receive the shares underlying any restricted stock unit that were vested prior to such termination upon the later of (a) the eighth anniversary of this offering and (b) the fifth anniversary of the participant's cessation of service.

Non-competition. In consideration of the grant of such restricted stock units, each Managing Director generally will be prohibited during his or her employment, and during the three-month period following the termination of employment with us, to:

1) engage in any competitive business;

2) enter the employ or render any services to a competitive business; or

3) acquire a financial interest in, or otherwise become actively involved with, a competitive business.

A "competitive business" is any business that competes with our business or that we or our affiliates are actively considering conducting at the time of the termination of employment.

Confidentiality. In consideration of the grant of restricted stock units, each participant is required to protect and use "confidential information" in accordance with the restrictions placed by us on its use and disclosure.

Non-Solicitation. In consideration of the grant of restricted stock units, each participant generally will be prohibited:

1) during the six-month period following the termination of employment with us to solicit any opportunity to make an investment in, or to act as a financial or restructuring advisor in connection with, any transaction involving any client, investor, prospective client, investor, portfolio company, venture capital investee or prospective portfolio company with whom such participant had contact with during the prior two-year period;

2) during the twelve-month period following the termination of employment with us to solicit or seek to induce or actually induce certain of our employees or employees of our affiliates to discontinue their employment with us or hiring or employing such employees; and

3) during the six-month period following the termination of employment with us to interfere with, or attempt to interfere with, business relationships between us or any of our affiliates and our customers, clients, suppliers, partners, members, portfolio companies or investors.

In the event of a participant's breach of these restrictive covenants, in addition to any other remedies available to us, the participant will forfeit any then undelivered shares underlying restricted stock units. In addition, if a participant's employment with us or any of our affiliates is terminated for cause, any outstanding restricted stock units will immediately terminate and no additional shares will be delivered to the participant.

2006 Stock Incentive Plan

Our board of directors intends to adopt the 2006 Evercore Partners Inc. Stock Incentive Plan, or the "2006 Plan," and receive shareholder approval of the 2006 Plan, before the effective date of this offering. The following description of the 2006 Plan is not complete and is qualified by reference to the full text of the 2006 Plan, which has been filed as an exhibit to the registration statement of which this prospectus forms a part. The 2006 Plan will

be the source of new equity-based awards permitting us to grant to our key employees, directors and consultants incentive stock options (within the meaning of Section 422 of the Code), non-qualified stock options, stock appreciation rights, restricted stock and other awards based on our Class A common stock.

Administration. The Compensation Committee of our board of directors will administer the 2006 Plan. The Compensation Committee may delegate its authority under the 2006 Plan in whole or in part as it determines, including to a subcommittee consisting solely of at least two non-employee directors within the meaning of Rule 16b-3 of the Exchange Act and, to the extent required by Section 162(m) of the Internal Revenue Code (the "Code"), "outside directors" within the meaning thereof. The Compensation Committee will determine who will receive awards under the 2006 Plan, as well as the form of the awards, the number of shares underlying the awards, and the terms and conditions of the awards consistent with the terms of the 2006 Plan. The Compensation Committee will have full authority to interpret and administer the 2006 Plan, which determinations will be final and binding on all parties concerned.

Shares Subject to the 2006 Plan. The total number of shares of our Class A common stock which may be issued under the 2006 Plan is of which no more than may be issued in the form of incentive stock options, non-qualified stock options and stock appreciation rights (or other stock-based awards other than performance-based awards). The maximum dollar value payable in respect to performance-based awards and other stock-based awards that are valued with reference to property other than our Class A common stock and granted to any participant in any one calendar year is $.

We will make available the number of shares of our Class A common stock necessary to satisfy the maximum number of shares that may be issued under the 2006 Plan. The shares of our Class A common stock underlying any award granted under the 2006 Plan that expires, terminates or is cancelled or satisfied for any reason without being settled in stock will again become available for awards under the 2006 Plan.

Stock Options and Stock Appreciation Rights. The Compensation Committee may award non-qualified or incentive stock options under the 2006 Plan. Stock options granted under the 2006 Plan will become vested and exercisable at such times and upon such terms and conditions as may be determined by the Compensation Committee at the time of grant, but an option will generally not be exercisable for a period of more than ten years after it is granted.

The exercise price per share of our Class A common stock for any stock option awarded will not be less than the fair market value of a share of our Class A common stock on the day the stock option is granted. To the extent permitted by the Compensation Committee, the exercise price of a stock option may be paid in cash or its equivalent, in shares of our Class A common stock having a fair market value equal to the aggregate stock option exercise price; partly in cash and partly in shares of our Class A common stock and satisfying such other requirements as may be imposed by the Compensation Committee; or through the delivery of irrevocable instructions to a broker to sell shares of our Class A common stock obtained upon the exercise of the stock option and to deliver promptly to us an amount out of the proceeds of the sale equal to the aggregate stock option exercise price for the shares of our Class A common stock being purchased.

The Compensation Committee may grant stock appreciation rights independent of or in conjunction with a stock option. The exercise price of a stock appreciation right will not be less than the greater of (i) the fair market value of a share of our Class A common stock on the date the stock appreciation right is granted and (ii) the minimum amount permitted by applicable laws, rules, by-laws or policies of regulatory authorities or stock exchanges; except that, in the case of a stock appreciation right granted in conjunction with a stock option, the exercise price will not be less than the exercise price of the related stock option. Each stock appreciation right granted independent of a stock 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 share of our Class A common stock over (B) the exercise price per share of our Class A common stock, multiplied by (ii) the number of shares of our Class A common stock covered by the stock appreciation right, and each stock appreciation right granted in conjunction with a

stock option will entitle a participant to surrender to us the stock option and to receive such amount. Payment will be made in shares of our Class A common stock and/or cash (any share of our common stock valued at fair market value), as determined by the Compensation Committee.

Other Stock-Based Awards. The Compensation Committee, in its sole discretion, may grant or sell shares of our Class A common stock and awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our Class A common stock. Any of these other stock-based awards may be in such form, and dependent on such conditions, as the Compensation Committee determines, including, without limitation, the right to receive, or vest with respect to, one or more shares of our Class A common stock (or the equivalent cash value of such shares of our Class A common stock) upon the completion of a specified period of service, the occurrence of an event and/or the attainment of performance objectives. The Compensation Committee may in its discretion determine whether other stock-based awards will be payable in cash, shares of our Class A common stock, or a combination of both cash and shares.

Certain stock awards, stock-based awards and non-stock denominated awards granted under the 2006 Plan may be granted in a manner designed to make them deductible by us under Section 162(m) of the Code. Such awards, "performance-based awards", shall be based upon one or more of the following performance criteria: (i) net income; (ii) net income per share; (iii) book value per share; (iv) stock price; (v) return on equity; (vi) expense management; (vii) return on investment; (viii) improvements in capitalization; (ix) profitability of an identifiable business unit or product; (x) profit margins; (xi) budget comparisons; (xii) total return to stockholders; (xiii) revenues or sales; (xiv) working capital; (xv) market share; (xvi) costs; and (xvii) cash flow. The foregoing criteria may relate to us, one or more of our subsidiaries or one or more of our divisions or units, or any combination of the foregoing, and may be applied on an absolute basis and/or be relative to one or more peer group companies or indices, or any combination thereof, as the Compensation Committee shall determine. The Compensation Committee shall determine whether, with respect to a performance period, the applicable performance goals have been met with respect to a given participant and, if they have, shall so certify and ascertain the amount of the applicable performance-based award. No performance-based awards will be paid to any participant for a given period of service until the Compensation Committee certifies that the objective performance goals (and any other material terms) applicable to such period have been satisfied. The amount of the performance-based award actually paid to a given participant may be less than the amount determined by the applicable performance goal formula, at the discretion of the Compensation Committee. The amount of the performance-based award determined by the Compensation Committee for a performance period shall be paid to the participant at such time as determined by the Compensation Committee in its sole discretion after the end of such performance period; provided, however, that a participant may, if and to the extent permitted by the Compensation Committee and consistent with the provisions of Section 409A of the Code, elect to defer payment of a performance-based award. The maximum amount of performance-based awards that may be granted during a fiscal year to any participant shall be (i) with respect to performance-based awards that are stock options, shares, and (ii) with respect to performance-based awards that are not stock options, $.

Adjustments upon Certain Events. In the event of any change in the outstanding shares by reason of any share dividend or split, reorganization, recapitalization, merger, consolidation, spin-off, combination, combination or transaction or exchange of shares or other corporate exchange, or any distribution to shareholders of shares other than regular cash dividends, or any transaction similar to the foregoing, the Compensation Committee in its sole discretion and without liability to any person may make such substitution or adjustment, if any, as it deems to be equitable, as to (i) the number or kind of shares or other securities issued or reserved for issuance pursuant to the 2006 Plan or pursuant to outstanding awards, (ii) the maximum number of shares for which stock options or stock appreciation rights may be granted during a fiscal year to any participant, (iii) the maximum amount of a performance-based award that may be granted during a calendar year to any participant, (iv) the option price or exercise price of any stock appreciation right and/or (v) any other affected terms of such awards.

Change in Control. In the event of a change in control of us (as defined in the 2006 Plan), the 2006 Plan provides that (i) if determined by the Compensation Committee in the applicable award agreement or otherwise,

any outstanding awards then held by participants which are unexercisable or otherwise unvested or subject to lapse restrictions shall automatically be deemed exercisable or otherwise vested or no longer subject to lapse restrictions, as the case may be, as of immediately prior to such change in control and (ii) the Compensation Committee may, but shall not be obligated to (A) cancel awards for fair value, (B) provide for the issuance of substitute awards that will substantially preserve the otherwise applicable terms of any affected awards previously granted under the 2006 Plan as determined by the Compensation Committee in its sole discretion, or (C) provide that, with respect to any awards that are stock options, for a period of at least 15 days prior to the change in control, such stock options will be exercisable as to all shares subject thereto and that upon the occurrence of the change in control, such stock options will terminate.

Transferability. Unless otherwise determined by our Compensation Committee, 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 and Termination. Our board of directors may amend or terminate the 2006 Plan, but no amendment or termination shall be made, (i) without the approval of our shareholders, if such action would, except as permitted in order to adjust the shares as described above under the section "—Adjustments upon certain events", increase the total number of shares reserved for the purposes of the 2006 Plan or increase the maximum number of shares that may be issued hereunder, or change the maximum number of shares for which awards may be granted to any participant or (ii) without the consent of a participant, if such action would diminish any of the rights of the participant under any award theretofore granted to such participant under the 2006 Plan; provided, however, that the Compensation Committee may amend the 2006 Plan and/or any outstanding awards in such manner as it deems necessary to permit the 2006 Plan and/or any outstanding awards to satisfy applicable requirements of the Code or other applicable laws.

Annual Incentive Plan

The following description of the Evercore Partners Inc. Annual Incentive Plan, which we refer to as our annual incentive plan, is not complete and is qualified by reference to the full text of the annual incentive plan, which has been filed as an exhibit to the registration statement of which this prospectus forms a part. Our board of directors intends to adopt the annual incentive plan, and receive approval of such plan by our stockholders, prior to the effective date of this offering.

Purpose. The annual incentive plan is a bonus plan designed to provide certain of our employees with incentive compensation based upon the achievement of pre-established performance goals. The annual incentive plan is designed to comply with the performance based compensation exemption from Section 162(m) of the Code during any period during which Section 162(m) of the Code is applicable to compensation paid under the plan. The purpose of the annual incentive plan is to attract, retain, motivate and reward participants by providing them with the opportunity to earn competitive compensation directly linked to our performance.

Administration. The annual incentive plan is to be administered by the Compensation Committee of our board of directors. The Compensation Committee may delegate its authority under the annual incentive plan, except in cases where such delegation would disqualify compensation paid under the annual incentive plan intended to be exempt under Section 162(m) of the Code.

Eligibility; Awards. Awards may be grated to our officers and key employees in the sole discretion of the Compensation Committee. The annual incentive plan provides for the payment of incentive bonuses in the form of cash.

Performance Goals. The Compensation Committee will establish the performance periods over which performance objectives will be measured. A performance period may be for a fiscal year or a multi-year cycle, as determined by the Compensation Committee. Within 90 days after each performance period begins (or such other date as may be required by Section 162(m) of the Code), the Compensation Committee will establish (1) the

performance objective or objectives that must be satisfied for a participant to receive a bonus for such performance period, and (2) the target incentive bonus for each participant. Performance objectives will be based upon one or more of the following criteria, as determined by the Compensation Committee: (i) consolidated income before or after taxes (including income before interest, taxes, depreciation and amortization); (ii) net income; (iii) operating income; (iv) net income per share; (v) book value per share; (vi) return on shareholders' equity; (vii) expense management; (viii) return on investment; (ix) improvements in capital structure; (x) profitability of an identifiable business unit or product; (xi) maintenance or improvement of profit margins; (xii) stock price; (xiii) market share; (xiv) revenues or sales; (xv) costs; (xvi) cash flow; (xvii) working capital; (xviii) return on assets; (xix) assets under management; and (xx) total return. The foregoing criteria may relate to us, one or more of our subsidiaries or one or more of our divisions or units, or any combination of the foregoing, and may be applied on an absolute basis and/or be relative to one or more peer group companies or indices, or any combination thereof, all as the Compensation Committee shall determine. The performance measures and objectives established by the Compensation Committee may be different for different fiscal years and different objectives may be applicable to different officers and key employees.

As soon as practicable following the applicable performance period, the Compensation Committee will determine (i) whether and to what extent any of the performance objectives established for such performance period have been satisfied, and (ii) for each participant employed as of the last day of the performance period for which the bonus is payable, the actual bonus to which such participant shall be entitled, taking into consideration the extent to which the performance objectives have been met and such other factors as the committee may deem appropriate. The Compensation Committee has absolute discretion to reduce or eliminate the amount otherwise payable to any participant under the annual incentive plan and to establish rules or procedures that have the effect of limiting the amount payable to each participant to an amount that is less than the maximum amount otherwise authorized as that participant's target incentive bonus.

Change in Control. If there is a change in control (as defined in the annual incentive plan), our board of directors, as constituted immediately prior to the change in control, shall determine in its discretion whether the performance criteria have been met in the year in which the change in control occurs.

Termination of Employment. If a participant dies or becomes disabled prior to the last day of a performance period, the participant may receive an annual bonus equal to the maximum bonus payable to the participant, pro-rated for the days of employment during the performance period.

Payment of Awards. Payment of any bonus amount is made to participants as soon as practicable after the Compensation Committee certifies that one or more of the applicable objectives has been attained, or, where the Compensation Committee will reduce, eliminate or limit the bonus, as described above, the Compensation Committee determines the amount of any such reduction, but in no event later than March 15 of the year immediately following the year in respect of which the bonus amount is payable.

Amendment and Termination of Plan. Our board of directors or the Compensation Committee may at any time amend, suspend, discontinue or terminate the annual incentive plan, subject to stockholder approval if such approval is necessary to maintain the annual incentive plan in compliance with Section 162(m) of the Code or any other applicable law or regulation. Unless earlier terminated, the annual incentive plan will expire on the tenth anniversary of the effective date of the plan.

Confidentiality, Non-Solicitation and Proprietary Information Agreements

We are entering into a confidentiality, non-solicitation and proprietary information agreement with each of Roger Altman, Austin Beutner and Pedro Aspe (together, the "Founders"), as well as each of our Senior Managing Directors, managing directors, vice-presidents, associates and analysts. The following are descriptions of the material terms of each such confidentiality, non-solicitation and proprietary information agreement. With the exception of the few differences noted in the description below, the terms of each confidentiality, non-solicitation and proprietary information agreement are in relevant part identical.

Each confidentiality, non-solicitation and proprietary information agreement provides as follows:

Confidentiality. Each of our Founders, Senior Managing Directors, managing directors, vice-presidents, associates and analysts is required, whether during or after his or her employment with us, to protect and use "confidential information" in accordance with the restrictions placed by us on its use and disclosure.

Non-Competition. During the term of employment of each Founder, Senior Managing Director and managing director and for a period of time (two years for each Founder, six months for each Senior Managing Director and three months for each managing director) immediately following the earlier of (1) the date of such executive's termination, and (2) the date that such executive delivers a notice of resignation, such executive will not, directly or indirectly:

- engage in any business activity in which we operate, including any competitive business that we or our affiliates are actively considering conducting at the time of termination of employment;
- render any services to any competitive business; and
- acquire a financial interest in or become actively involved with any competitive business.

"Competitive business" means any business that competes, during the term of employment through the date of termination, with our business, including any businesses that we are actively considering conducting at the time of the applicable executive's termination of employment, so long as such executive knows or reasonably should have known about such plan(s) in any geographical area that is within 100 miles of any geographical area where we or our affiliates provide our products or services, including investment banking financial advisory services.

Non-Solicitation. During the term of employment of each Founder, Senior Managing Director, managing director, vice-president, associate and analyst and during the 12 months immediately thereafter, such executive will not, directly or indirectly, in any manner solicit any of our employees to leave their employment with us, or hire any such employee who was employed by us as of the date of such executive's termination or who left employment with us within one year prior to or after the date of such executive's termination. Additionally, each Founder, Senior Managing Director and managing director may not solicit or encourage to cease to work with us any consultant that the executive knows or should know is under contract with us.

During the term of employment of each Founder, Senior Managing Director, managing director and vice-president and during the six months (two years for each of the Founders) immediately following the earlier of (1) the date of such executive's termination, and (2) the date that such executive delivers a notice of resignation, such executive will not, directly or indirectly, in any manner, solicit the business of any client or prospective client of ours with whom the executive, employees reporting to the executive, or anyone whom the executive had direct or indirect responsibility over had personal contact or dealings on our behalf during the two-year period immediately preceding such executive's termination.

Non-interference. During the term of employment and during the six months (two years for each of the Founders) immediately following the earlier of (1) the date of such executive's termination, and (2) the date that such executive delivers a notice of resignation, none of the Founders, Senior Managing Directors, managing directors, vice presidents, associates or analysts may interfere with business relationships between us and any of our clients, customers, suppliers or partners.

Intellectual Property. Each Founder, Senior Managing Director, managing director, vice-president, associate and analyst is subject to customary intellectual property covenants with respect to works created, invented, designed or developed by such executive that are relevant to or implicated by his or her employment with us.

Specific Performance. In the case of any breach of the confidentiality, non-competition, non-solicitation, non-interference or intellectual property provisions by a Founder, Senior Managing Director, managing director, vice-president, associate and analyst, the breaching executive agrees that we shall be entitled to seek equitable relief in the form of specific performance, restraining orders, injunctions or other equitable remedies.

RELATED PARTY TRANSACTIONS

The Formation Transaction

Our business is presently owned by our Senior Managing Directors and conducted by our subsidiaries. Immediately prior to this offering and pursuant to a contribution and sale agreement, dated as of May 12, 2006, our Senior Managing Directors will undertake a number of steps which we refer to collectively as the "Formation Transaction". The Formation Transaction will establish Evercore LP as the owner and operator of the business now conducted by our subsidiaries. As a result of the Formation Transaction and the Protego Combination, Evercore Partners Inc. will, through Evercore LP and its subsidiaries, operate our business and the business of Protego. See "Organizational Structure—Formation Transaction".

Tax Receivable Agreement

As described in "Organizational Structure", partnership units held by our Senior Managing Directors in Evercore LP may be exchanged in the future for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. Evercore LP intends to make an election under Section 754 of the Code effective for each taxable year in which an exchange of partnership units for shares occurs, which may result in an adjustment to the tax basis of the assets owned by Evercore LP at the time of an exchange of partnership units. The exchanges may result in increases in the tax basis of the tangible and intangible assets of Evercore LP that otherwise would not have been available. These increases in tax basis would reduce the amount of tax that we would otherwise be required to pay in the future.

We intend to enter into a tax receivable agreement with our Senior Managing Directors that will provide for the payment by us to an exchanging Evercore partner of 85% of the amount of cash savings, if any, in U.S. federal, state and local income tax that we actually realize as a result of these increases in tax basis. We expect to benefit from the remaining 15% of cash savings, if any, in income tax that we realize. For purposes of the tax receivable agreement, cash savings in income tax will be computed by comparing our actual income tax liability to the amount of such taxes that we would have been required to pay had there been no increase to the tax basis of the tangible and intangible assets of Evercore LP as a result of the exchanges and had we 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 we exercise our right to terminate the tax receivable agreement for an amount based on an agreed payments remaining to be made under the agreement.

Although we are not aware of any issue that would cause the IRS to challenge a tax basis increase, our Senior Managing Directors will not reimburse us for any payments previously made under the tax receivable agreement. As a result, in certain circumstances we could make payments to the Senior Managing Directors under the tax receivable agreement in excess of our cash tax savings. However, our Senior Managing Directors receive 85% of our cash tax savings, leaving us with 15% of the benefits of the tax savings. While the actual amount and timing of any payments under this agreement will vary depending upon a number of factors, including the timing of exchanges, 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 increases of the tangible and intangible assets of Evercore LP attributable to our interest in Evercore LP, during the expected term of the tax receivable agreement, the payments that we may make to our Senior Managing Directors could be substantial.

Registration Rights Agreement

We will enter into a registration rights agreement pursuant to which we may be required to register the sale of shares of our Class A common stock held by our Senior Managing Directors upon exchange of partnership units of Evercore LP held by our Senior Managing Directors. Under the registration rights agreement, our Senior Managing Directors have the right to request us to register the sale of their shares and may require us to make

available shelf registration statements permitting sales of shares into the market from time to time over an extended period. In addition, our Senior Managing Directors will have the ability to exercise certain piggyback registration rights in connection with registered offerings requested by our other Senior Managing Directors or initiated by us.

Relationship with the Evercore Capital Partners Funds

Evercore GP Holdings L.L.C., which will be contributed to Evercore LP in the Formation Transaction, will become a non-managing member of the general partner of the Evercore Capital Partners II private equity fund and will become entitled to receive 8% to 9% (depending on the particular fund investment) of the carried interest realized from that fund following this offering, which represents 10% of the carried interest currently allocable to our Senior Managing Directors. The general partner of the Evercore Capital Partners II private equity fund makes investment decisions and is entitled to receive from the fund carried interest, investment income, and gains and losses on investments in the fund. Several of our Senior Managing Directors, including each of our co-Chief Executive Officers, are also members of the general partner of the Evercore Capital Partners II fund. See “Organizational Structure—Formation Transaction” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Financial Measures—Revenue”. The partnership agreements governing our private equity funds also provide for the payment by the limited partners of each fund of certain expenses incurred by the general partners of the funds and for the indemnification of the general partner, its affiliates and their employees under certain circumstances.

Protego Combination

Our Senior Managing Directors and Protego’s Directors entered into a contribution and sale agreement, dated as of May 12, 2006, pursuant to which we and Protego have agreed to combine our businesses in connection with this offering as described under “Organizational Structure—Formation Transaction” and “Organizational Structure—Combination with Protego”. The form of the contribution and sale agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, and the following description of the contribution and sale agreement is qualified by reference thereto.

The agreement contains customary representations and warranties regarding our and Protego’s businesses and have agreed to operate our respective businesses in the ordinary course of business until the closing of the transaction, which is expected to occur on the closing date of this offering. Each party’s obligation to consummate the combination transaction is conditioned on, among other conditions, (i) the accuracy of the other parties’ representations and warranties at closing, subject to the materiality standards contained in the contribution and sale agreement, (ii) the other parties’ material compliance with covenants, (iii) the absence of any change, effect or circumstance that would have a material adverse effect on the other parties’ business, (iv) the absence of governmental litigation seeking to restrain or prohibit the combination transaction, (v) the receipt of certain consents and approvals to the transactions and (vi) the effectiveness of the Registration Statement of which this prospectus forms a part. In addition, each parties’ obligation to consummate the combination transaction is conditioned on the receipt of approval of the combination transaction as well as the reorganization of our business prior to the offering described under “Organizational Structure—Formation Transaction” by the National Association of Securities Dealers, which has oversight authority with respect to our registered broker-dealer entity.

The contribution and sale agreement may be terminated at any time prior to the completion of the combination transaction by mutual written consent of Messrs. Altman and Beutner, on behalf of our Senior Managing Directors, and Mr. Aspe, on behalf of Protego’s Directors, or by either Messrs. Altman and Beutner, on behalf of our Senior Managing Directors, and Mr. Aspe, on behalf of Protego’s Directors, if: (i) any governmental authority issues an order, decree or ruling or takes any other action permanently restraining, enjoining or otherwise prohibiting the combination transaction, (ii) the partners of the other party are in breach of their representations, warranties, covenants or obligations set forth in the contribution and sale agreement and the breach would prevent satisfaction by such partners of the relevant closing condition, (iii) the combination

transaction is not completed by December 31, 2006, or (iv) such party has determined that its partners will not proceed with the consummation of this offering.

Subject to certain exceptions and limitations set forth in the contribution and sale agreement, each party generally has agreed to indemnify Evercore LP for losses that result from, relate to or arise out of, breaches of the representations, warranties and covenants contained in the contribution and sale agreement. In addition, our and Protego's partners have agreed to indemnify Evercore LP for certain tax liabilities relating to periods occurring prior to the consummation of the contribution transactions. All indemnity payments arising from breaches of our partners' or the Protego partners, representations, warranties or covenants or from certain tax liabilities will be made by the relevant partners to Evercore LP and all indemnity payments arising from breaches of our or Evercore LP's representations, warranties or covenants will be made by Evercore LP to our partners and Protego's partners, as applicable. Additionally, in the event that our or Protego's working capital on the closing date of the combination transaction is less than the agreed upon minimum working capital set forth in the contribution and sale agreement, our partners and Protego's partners, as applicable, have agreed to pay Evercore LP an amount in cash equal to such shortfall.

In addition, a Protego management trust that owns a portion of Protego Casa de Bolsa, the Protego asset management subsidiary, entered into a contribution and sale agreement pursuant to which the Protego management trust would contribute all of its interests in Protego Casa de Bolsa, which represents 19% of the total outstanding shares of Protego Casa de Bolsa, to Evercore LP. This contribution, in combination with the contribution of 51% of the total outstanding shares of Protego Casa de Bolsa by the Protego partners pursuant to the Contribution and Sale Agreement, will result in Evercore LP owning 70% of the total outstanding shares of Protego Casa de Bolsa.

Evercore LP Partnership Agreement

As a result of the Formation Transaction and the Protego Combination, Evercore Partners Inc. will, through Evercore LP and its subsidiaries, operate our business and the business of Protego. The form of the partnership agreement of Evercore LP is filed as an exhibit to the registration statement of which this prospectus forms a part, and the following description of the partnership agreement of Evercore LP is qualified by reference thereto.

As the general partner of Evercore LP, Evercore Partners Inc. will have unilateral control over all of the affairs and decision making of Evercore LP. As such, Evercore Partners Inc., through our officers and directors, will be responsible for all operational and administrative decisions of Evercore LP and the day-to-day management of Evercore LP's business. Furthermore, Evercore Partners Inc. cannot be removed as the general partner of Evercore LP without its approval.

Pursuant to the partnership agreement of Evercore LP, Evercore Partners Inc. has the right to determine when distributions will be made to the partners of Evercore LP and the amount of any such distributions. If Evercore Partners Inc. authorizes a distribution, such distribution will be made to the partners of Evercore LP (1) in the case of a tax distribution (as described below), to the holders of vested partnership units in proportion to the amount of taxable income of Evercore LP allocated to such holder and (2) in the case of other distributions, pro rata in accordance with the percentages of their respective vested partnership units. Evercore Partners Inc. may, however, authorize a distribution to the partners of Evercore LP who hold vested and unvested units in accordance with the percentages of their respective vested and unvested partnership units in the event of an extraordinary dividend, refinancing, restructuring or similar transaction.

The holders of partnership units in Evercore LP, including Evercore Partners Inc., will incur U.S. federal, state and local income taxes on their proportionate share of any net taxable income of Evercore LP. Net profits and net losses of Evercore LP will generally be allocated to its partners pro rata in accordance with the percentages of their respective partnership units. The partnership agreement will provide for cash distributions to the partners of Evercore LP if Evercore Partners Inc. determines that the taxable income of Evercore LP will give

rise to taxable income for its partners. In accordance with the partnership agreement, we intend to cause Evercore LP to make cash distributions to the holders of vested partnership units of Evercore LP for purposes of funding their tax obligations in respect of the income of Evercore LP that is allocated to them. Generally, these tax distributions will be computed based on our estimate of the net taxable income of Evercore LP allocable to such holder of vested partnership units 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 nondeductibility of certain expenses and the character of our income).

Our Senior Managing Directors will receive Evercore LP partnership units in the Formation Transaction in exchange for the contribution of their equity interests in our operating subsidiaries to Evercore LP. In addition, the current Directors of Protego (who will become our Senior Managing Directors) will subscribe for Evercore LP partnership units in the Protego Combination. Subject to the limitations set forth in the Evercore LP partnership agreement, holders of fully vested partnership units in Evercore LP (other than Evercore Partners Inc.) may exchange these partnership units for shares of Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications.

Under the terms of the Evercore LP partnership agreement, 66 2/3% of the partnership units to be received by our Senior Managing Directors, other than Mr. Altman and Mr. Beutner, in the Formation Transaction and 66 2/3% of the partnership units to be subscribed for by the current Directors of Protego (who will become our Senior Managing Directors), other than Mr. Aspe, in the Protego Combination will, with specified exceptions, be subject to forfeiture and re-allocation to other Senior Managing Directors (or, in the event that there are no eligible Senior Managing Directors, forfeiture and cancellation) if the Senior Managing Director ceases to be employed by us prior to the occurrence of specified vesting events. , or 50%, of these unvested partnership units will vest if and when Messrs. Altman, Beutner and Aspe, and trusts benefitting their families and permitted transferees, collectively, cease to beneficially own at least 90% of the aggregate Evercore LP partnership units owned by them on the date of the Evercore LP partnership agreement. , or 100% of the unvested Evercore LP partnership units issued will vest upon the earliest to occur of the following events:

- when Messrs. Altman, Beutner and Aspe, and trusts benefitting their families and permitted transferees, collectively, cease to beneficially own at least 50% of the aggregate Evercore LP partnership units owned by them on the date of the partnership agreement;
- a change of control of Evercore; or
- two of Messrs. Altman, Beutner and Aspe are not employed by, or do not serve as a director of, Evercore Partners Inc., Evercore LP or any of its subsidiaries within a 10-year period following this offering.

In addition, 100% of the unvested Evercore LP partnership units held by a Senior Managing Director will vest if such Senior Managing Director dies or becomes disabled while in our employ. Our Equity Committee may also accelerate vesting of unvested partnership units at any time.

Evercore LP partnership units held by Senior Managing Directors, including Messrs. Altman, Beutner and Aspe, and certain trusts benefitting their families and permitted transferees, may not be transferred or exchanged for a period of five years following this offering. In addition, Evercore LP partnership units held by a Senior Managing Director (other than Messrs. Altman, Beutner and Aspe) who is not employed by us on the fifth anniversary of the offering may not be transferred or exchanged until the later of (A) eight years after this offering and (B) five years after such Senior Managing Director ceases to be employed by us.

If a Senior Managing Director who was a Senior Managing Director of Evercore prior to the offering (other than Messrs. Altman and Beutner) ceases to be employed by us, he or she will forfeit his or her unvested Evercore LP partnership units to the other currently employed persons who were Senior Managing Directors of Evercore (other than Messrs. Altman and Beutner) prior to the offering (or, in the event that there are no other eligible Senior Managing Directors, such unvested partnership units will be forfeited and cancelled). If a Senior

Managing Director who was a Director of Protego prior to the offering (other than Mr. Aspe) ceases to be employed by us, he or she will forfeit his or her unvested Evercore LP partnership units to the other currently employed persons who were Senior Managing Directors of Protego (other than Mr. Aspe) prior to the offering (or, in the event that there are no other eligible Directors, such unvested partnership units will be forfeited and cancelled). Such forfeited partnership units will be re-allocated on a pro rata basis.

Equity Committee

Our Equity Committee will be comprised of Mr. Altman, Mr. Beutner and Mr. Aspe. If any Equity Committee member ceases to be associated with us, he will no longer be a member of the Equity Committee. All decisions made by the Equity Committee must be unanimous.

The Equity Committee may accelerate vesting of unvested Evercore LP partnership units in whole or in part at any time and may permit transfers or exchanges by holders who remain our employees. In addition, the Equity Committee may, from time to time in its sole discretion, permit transfers or exchanges of Evercore LP partnership units held by the Founders. If the Equity Committee permits any employee to transfer or exchange Evercore LP partnership units, each employee will be entitled to participate ratably with one another in any such permitted disposition (i.e., each such holder shall be permitted to dispose of an equal proportion of his or her vested Evercore LP partnership units).

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of Evercore LP partnership units and Evercore Partners Inc. Class A common stock and Class B common stock by (1) each person known to us to beneficially own more than 5% of any class of the outstanding common stock of Evercore Partners Inc., (2) each of our directors, (3) each of our named executive officers and (4) all directors and executive officers as a group.

The number of shares and Evercore LP partnership units outstanding and percentage of beneficial ownership before the offering of Class A common stock set forth below is based on the number of shares and Evercore LP partnership units to be issued and outstanding immediately prior to the consummation of the offering of Class A common stock after giving effect to the other elements of the Reorganization. The number of shares and Evercore LP partnership units and percentage of beneficial ownership after the offering set forth below is based on shares and Evercore LP partnership units to be issued and outstanding immediately after the offering of Class A common stock.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission.

	Shares of Class A Common Stock Beneficially Owned†					Evercore LP Partnership Units Beneficially Owned†								
				After the Closing of Class A Common Stock Assuming the Underwriters' Option Is Not Exercised(1)					After the Offering of Class A Common Stock Assuming the Underwriters' Option Is Not Exercised(1)					
Name of Beneficial Owner	Number	Percentage Prior to the Offering of Class A Common Stock	Percentage After the Offering of Class A Common Stock Assuming the Under-writers' Option Is Not Exercised	Number	Percentage Owned	Number	Percentage Prior to the Offering of Class A Common Stock	Percentage After the Offering of Class A Common Stock Assuming the Under-writers' Option is Exercised in Full	Number	Percentage Owned	Number of Shares of Class B Common Stock Beneficially Owned††	Percentage of Combined Voting Power of Evercore Partners Inc. prior to the Offering of Class A Common Stock	Percentage of Combined Voting Power after the Offering Assuming the Under-writers' Option is Not Exercised(1)(2)	Percentage of Combined Voting Power after the Offering Assuming the Under-writers' Option Is Exercised in Full(1)(2)
Roger Altman(1)(2)														
Austin Beutner(1)(2)														
Pedro Aspe(1)														
Eduardo Mestre(1)														
David Wezdenko(1)														
Directors and executive officers as a group (persons)														

† The partnership units of Evercore LP are exchangeable for shares of Class A common stock of Evercore Partners Inc. on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. Beneficial ownership of partnership units of Evercore LP reflected in this table has not also been reflected as beneficial ownership of the shares of the Class A common stock of Evercore Partners Inc. for which such units may be exchanged.

†† A holder of Class B common stock is entitled to a number of votes that is equal to the product of (A) the quotient of (x) the number of Class A partnership units in Evercore LP held by such holder divided by (y) the total number of Class A partnership units in Evercore LP outstanding (excluding Class A partnership units in Evercore LP held by Evercore Partners Inc.) multiplied by (B) the total number of partnership units in Evercore LP outstanding (excluding partnership units in Evercore LP held by Evercore Partners Inc.); provided, however, that, from and after the time that Messrs. Altman, Beutner and Aspe, and certain trusts benefiting their families, collectively, cease to beneficially own, in the aggregate, at least 90% of the Class A partnership units in Evercore LP held by them on the date of this offering, each holder of Class B common stock shall be entitled, without regard to the number of shares of Class B common stock held by such holder, to one vote for each partnership unit in Evercore LP held by such holder. Class A partnership units in Evercore LP are partnership units held by Messrs. Altman, Beutner and Aspe, and certain trusts benefiting their families, on the date of this offering.

(1) c/o Evercore Partners Inc., 55 East 52nd Street, 43rd floor, New York, NY 10055.

(2) Includes shares of common stock Mr. Altman and Mr. Beutner have agreed to vote together. See "Related Party Transactions".

DESCRIPTION OF CAPITAL STOCK

The following description of our capital stock as it will be in effect upon the consummation of this offering is a summary and is qualified in its entirety by reference to our certificate of incorporation and bylaws, the forms of which are filed as exhibits to the registration statement of which this prospectus forms a part, and by applicable law.

Upon consummation of this offering, our authorized capital stock will consist of shares of Class A common stock, par value $.01 per share, shares of Class B common stock, par value $.01 per share and shares of preferred stock. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Common Stock

Immediately following the closing of this offering, there will be shares of Class A common stock, assuming no exercise of the underwriters' option to purchase additional shares, and shares of Class B common stock outstanding.

Class A common stock

Holders of our Class A common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders.

Holders of our Class A common stock are entitled to receive dividends when and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding preferred stock.

Upon our dissolution or liquidation or the sale of all or substantially all of our assets, after payment in full of all amounts required to be paid to creditors and to the holders of preferred stock having liquidation preferences, if any, the holders of our Class A common stock will be entitled to receive pro rata our remaining assets available for distribution.

Holders of our Class A common stock do not have preemptive, subscription, redemption or conversion rights.

Class B common stock

Shares of our Class B common stock will entitle the holder (other than Evercore Partners Inc.), without regard to the number of Class B common stock held, to a number of votes that is equal to the product of

- the quotient of (x) the number of Class A partnership units in Evercore LP held by such holder divided by (y) the total number of Class A partnership units in Evercore LP outstanding (excluding Class A partnership units in Evercore LP held by Evercore Partners Inc.) multiplied by
- the total number of partnership units in Evercore LP outstanding (excluding partnership units in Evercore LP held by Evercore Partners Inc.);

provided, however, that, from and after the time that Messrs. Altman, Beutner and Aspe, and certain trusts benefiting their families, collectively, cease to beneficially own, in the aggregate, at least 90% of the Class A partnership units in Evercore LP held by them on the date of this offering, each holder of Class B Common Stock shall be entitled, without regard to the number of shares of Class B Common Stock held by such holder, to one vote for each partnership unit in Evercore LP held by such holder. Class A partnership units in Evercore LP are partnership units held by Messrs. Altman, Beutner and Aspe, and certain trusts benefiting their families, on the date of this offering.

Holders of our Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law. In addition, Messrs. Altman and Beutner have agreed to vote as a group with respect to all matters submitted to stockholders.

Holders of our Class B common stock will not have any right to receive dividends or to receive a distribution upon a liquidation or winding up of Evercore Partners Inc.

Preferred Stock

Our certificate of incorporation authorizes our board of directors to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or by any stock exchange, the authorized shares of preferred stock will be available for issuance without further action by you. Our board of directors is able to determine, with respect to any series of preferred stock, the terms and rights of that series, including:

- the designation of the series;
- the number of shares of the series, which our board may, except where otherwise provided in the preferred stock designation, increase or decrease, but not below the number of shares then outstanding;
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of our company;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of our company or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

We could issue a series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of you might believe to be in your best interests or in which you might receive a premium for your Class A common stock over the market price of the Class A common stock.

Authorized but Unissued Capital Stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the listing requirements of the New York Stock Exchange, which would apply so long as the Class A common stock remains listed on the New York Stock Exchange, require stockholder approval of certain issuances equal to or exceeding 20% of the then outstanding voting power or then outstanding number of shares of Class A common stock. These additional shares may be used for a variety of corporate purposes, including future public offerings, to raise additional capital or to facilitate acquisitions.

One of the effects of the existence of unissued and unreserved common stock or preferred stock may be to enable our board of directors to issue shares to persons friendly to current management, which issuance could

render more difficult or discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares of common stock at prices higher than prevailing market prices.

Anti-Takeover Effects of Provisions of Delaware Law

We are a Delaware corporation subject to Section 203 of the Delaware General Corporation Law. Section 203 provides that, subject to certain exceptions specified in the law, a Delaware corporation shall not engage in certain "business combinations" with any "interested stockholder" for a three-year period after the date of the transaction in which the person became an interested stockholder unless:

- prior to such time, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors by the affirmative vote of holders of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a "business combination" includes a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an "interested stockholder" is a person who, together with that person's affiliates and associates, owns, or within the previous three years did own, 15% or more of our voting stock.

Under certain circumstances, Section 203 makes it more difficult for a person who would be an "interested stockholder" to effect various business combinations with a corporation for a three-year period. The provisions of Section 203 may encourage companies interested in acquiring our company to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder. These provisions also may make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is .

Listing

We propose to list our Class A common stock on the New York Stock Exchange, subject to official notice of issuance, under the symbol "EVR".

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. No prediction can be made as to the effect, if any, future sales of shares, or the availability for future sales of shares, will have on the market price of our Class A common stock prevailing from time to time. The sale of substantial amounts of our Class A common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of our Class A common stock.

Upon completion of this offering we will have a total of shares of our Class A common stock outstanding, or shares assuming the underwriters exercise in full their option to purchase additional shares, all of which shall be issued in connection with this offering. All of these shares sold in this offering 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 a company is a person that directly or indirectly controls, is controlled by or is under common control with that company.

In addition, upon consummation of this offering, our Senior Managing Directors will beneficially own partnership units in Evercore LP. Pursuant to the terms of our amended and restated certificate of incorporation, our Senior Managing Directors could from time to time exchange their partnership units in Evercore LP for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends and reclassifications. These shares of Class A common stock would be "restricted securities", as defined in Rule 144. However, we will enter into a registration rights agreement with our Senior Managing Directors that would require us to register under the Securities Act these shares of Class A common stock. See "—Registration Rights Agreement" and "Related Party Transactions—Registration Rights Agreement".

Under the terms of the Evercore LP partnership agreement, all of the partnership units received by our Senior Managing Directors in the Formation Transaction and the Protego Combination will be subject to restrictions on disposition, and 66 2/3% of the partnership units received by our Senior Managing Directors other than Mr. Altman, Mr. Beutner and Mr. Aspe in the Formation Transaction and the Protego Combination will be subject to forfeiture and re-allocation to other Senior Managing Directors if the Senior Managing Director ceases to be employed by us prior to the occurrence of specified vesting events. See "Related Party Transactions—Evercore LP Partnership Agreement".

In addition, we expect to grant to certain of our employees an aggregate of restricted stock units pursuant to the Evercore Partners Inc. 2006 Stock Incentive Plan at the time of this offering. Of these restricted stock units will be fully vested and the remaining restricted stock units will be unvested and will vest only upon the same conditions as the unvested partnership units of Evercore LP issued in connection with the Formation Transaction and the Protego Combination. See "Management's Discussion and Analysis of Financial Condition and Results of Operations–IPO Date Restricted Stock Unit Awards". At the consummation of this offering, we intend to file one or more registration statements on Form S-8 under the Securities Act to register Class A common stock issued or reserved for issuance under our Stock Incentive Plan. Any such Form S-8 registration statement will automatically become effective upon filing. Accordingly, shares registered under such registration statement will be available for sale in the open market, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described below. We expect that the registration statement on Form S-8 will cover shares.

Registration Rights

We will enter into a registration rights agreement with our Senior Managing Directors 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 shares of our Class A common stock (and other securities convertible into or exchangeable or exercisable for shares of our Class A common stock) held or acquired by them. Such securities registered under any registration statement will be available for sale in the open market unless restrictions apply.

Lock-Up Arrangements

We and all of our directors and executive officers have agreed that, without the prior written consent of Lehman Brothers Inc. on behalf of the underwriters, we and they will not, subject to some exceptions, and limited extensions in certain circumstances, directly or indirectly, offer, pledge, announce the intention to sell, sell, contract to sell, sell an option or contract to purchase, purchase any option or grant any option, right or warrant to purchase, or otherwise transfer or dispose of any of our common stock or any securities which may be converted into or exchanged for any of our common stock or enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of any of our common stock for a period of 180 days from the date of this prospectus other than permitted transfers.

Rule 144

In general, under Rule 144, a person (or persons whose shares 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 stock and the average weekly trading volume during the four calendar weeks preceding each such sale, provided that at least one year has elapsed since such shares 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 one year holding period requirement) in order to sell shares of Class A common stock which are not restricted securities (such as shares acquired by affiliates either in this offering or through purchases in the open market following this offering). In addition, under Rule 144(k), 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 such shares without regard to the foregoing limitations, provided that at least two years have elapsed since the shares were acquired from us or any affiliate of ours.

MATERIAL U.S. FEDERAL TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF CLASS A COMMON STOCK

The following is a summary of certain United States federal income and estate tax consequences of the purchase, ownership and disposition of our Class A common stock as of the date hereof. Except where noted, this summary deals only with Class A common stock that is held as a capital asset by a non-U.S. holder.

A "non-U.S. holder" means a person (other than a partnership) that is not for United States federal income tax purposes any of the following:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it (1) 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 (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income and estate tax consequences different from those summarized below. This summary does not address all aspects of United States federal income and estate taxes and does not deal with foreign, state, local or other tax considerations that may be relevant to non-U.S. holders in light of their personal circumstances. In addition, it does not represent a detailed description of the United States federal income and estate tax consequences applicable to you if you are subject to special treatment under the United States federal income tax laws (including if you are a United States expatriate, "controlled foreign corporation", "passive foreign investment company", corporation that accumulates earnings to avoid United States federal income tax or an investor in a pass-through entity). We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary.

If a partnership holds our Class A common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our Class A common stock, you should consult your tax advisors.

If you are considering the purchase of our Class A common stock, you should consult your own tax advisors concerning the particular United States federal income and estate tax consequences to you of the ownership of the Class A common stock, as well as the consequences to you arising under the laws of any other taxing jurisdiction.

Dividends

Distributions paid to a non-U.S. holder of our Class A common stock that qualify as dividends generally will be subject to withholding of United States federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to United States federal income tax on a net income basis in the same manner as if the non-U.S. holder were a United States person as defined under the Code, unless an applicable income tax treaty provides otherwise. Any

such effectively connected dividends received by a foreign corporation may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A non-U.S. holder of our Class A common stock who wishes to claim the benefit of an income tax treaty or claim exemption from withholding because the income is effectively connected with the conduct of a trade or business in the United States will be required to (a) complete Internal Revenue Service Form W-8BEN (or other applicable form), for treaty benefits, or W-8ECI (or other applicable form), for effectively connected income, respectively, or (b) if our Class A common stock is held through certain foreign intermediaries, satisfy the relevant certification requirements of applicable United States Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that are pass-through entities rather than corporations or individuals.

A non-U.S. holder of our Class A common stock eligible for a reduced rate of United States withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the Internal Revenue Service.

Gain on Disposition of Class A Common Stock

Any gain realized on the disposition of our Class A common stock generally will not be subject to United States federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-U.S. holder);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a "United States real property holding corporation" for United States federal income tax purposes.

An individual non-U.S. holder described in the first bullet point immediately above will be subject to tax on the net gain derived from the sale at regular graduated United States federal income tax rates. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a flat 30% tax on the gain derived from the sale, which may be offset by United States source capital losses, even though the individual is not considered a resident of the United States. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a United States person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty.

We believe we are not and do not anticipate becoming a "United States real property holding corporation" for United States federal income tax purposes.

Federal Estate Tax

Common stock held by an individual non-U.S. holder at the time of death will be included in such holder's gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Information Reporting and Backup Withholding

We must report annually to the Internal Revenue Service and to each non-U.S. holder the amount of dividends paid to such holder and the tax withheld with respect to such dividends, regardless of whether withholding was required. Copies of the information returns reporting such dividends and withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will be subject to backup withholding for dividends paid to such holder unless such holder certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a United States person as defined under the Code), or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale of our Class A common stock within the United States or conducted through certain United States-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person as defined under the Code) or such owner otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's United States federal income tax liability provided the required information is furnished to the Internal Revenue Service.

UNDERWRITING

Lehman Brothers Inc. is acting as representative of the underwriters and sole book-running manager of this offering. Under the terms of an underwriting agreement, which will be filed as an exhibit to the registration statement of which this prospectus forms a part, each of the underwriters named below has severally agreed to purchase from us the respective number of shares of our Class A common stock shown opposite its name below:

Underwriter	Number of Shares
Lehman Brothers Inc.	
Goldman, Sachs & Co.	
J.P. Morgan Securities Inc.	
Keefe, Bruyette & Woods, Inc.	
Fox-Pitt, Kelton Incorporated	
E*TRADE Securities LLC	
Total	

The underwriting agreement provides that the underwriters' obligation to purchase shares of our Class A common stock depends on the satisfaction of the conditions contained in the underwriting agreement, including:

- the obligation to purchase all of the shares of our Class A common stock offered hereby, if any of the shares are purchased;
- the representations and warranties made by us to the underwriters are true;
- there is no material adverse change in the financial markets; and
- we deliver customary closing documents to the underwriters.

Commissions and Expenses

The following table summarizes the underwriting discounts and commissions we will pay to the underwriters. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares. The underwriting fee is the difference between the initial price to the public and the amount the underwriters pay to us for the shares.

The representatives of the underwriters have advised us that the underwriters propose to offer shares of our Class A common stock directly to the public at the public offering price on the cover of this prospectus and to selected dealers, which may include the underwriters, at such offering price less a selling concession not in excess of $ per share.

	No Exercise	Full Exercise
Per share		
Total		

We estimate that the expenses of this offering that are payable by us, excluding underwriting discounts and commissions, will be approximately $.

Option to Purchase Additional Shares

We have granted the underwriters an option exercisable for 30 days after the date of this prospectus to purchase, from time to time, in whole or in part, up to an aggregate of shares of Class A common stock at the initial public offering price less underwriting discounts and commissions. This option may be exercised if the underwriters sell more than shares of Class A common stock in connection with this offering. To the

extent that this option is exercised, each underwriter will be obligated, subject to certain conditions, to purchase its pro rata portion of these additional shares based on the underwriter's percentage underwriting commitment in this offering as indicated in the table at the beginning of this Underwriting section.

Directed Share Program

At our request, the underwriters have reserved for sale at the initial public offering price up to shares offered hereby for officers, directors, employees and certain other persons associated with us. The number of shares available for sale to the general public will be reduced to the extent such persons purchase such reserved shares. Any reserved shares not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered hereby. The directed share program materials will include a lock-up agreement requiring each purchaser in the directed share program to agree that, for a period of 180 days from the date of this prospectus, such purchaser will not, without prior written consent of Lehman Brothers Inc., dispose of or hedge any shares of common stock purchased in the directed share program. The purchasers in the directed share program will be subject to substantially the same form of lock-up agreement as our officers, directors and stockholders described below.

Lock-Up Agreements

We, all of our directors, officers and Senior Managing Directors and other third parties have agreed that, without the prior written consent of Lehman Brothers Inc., we and they will not, subject to some exceptions, directly or indirectly, offer, pledge, announce the intention to sell, sell, contract to sell, sell an 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 any of our Class A common stock or any securities that may be converted into or exchanged for any of our Class A common stock or enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of any of our Class A common stock for a period of 180 days from the date of this prospectus other than permitted transfers.

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 us 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 announcement of the material news or occurrence of the material event.

Offering Price Determination

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price will be negotiated between the representatives and us. In determining the initial public offering price of our Class A common stock, the representatives will consider:

- the history and prospects for the industry in which we compete,
- our financial information,
- the ability of our management and our business potential and earning prospects,
- the prevailing securities markets at the time of this offering, and
- the recent market prices of, and the demand for, publicly traded shares of generally comparable companies.

Indemnification

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act of 1933, and liabilities incurred in connection with the directed share program referred to above, and to contribute to payments that the underwriters may be required to make for these liabilities.

Stabilization, Short Positions and Penalty Bids

The representatives may engage in stabilizing transactions, short sales and purchases to cover positions created by short sales, and penalty bids or purchases for the purpose of pegging, fixing or maintaining the price of our Class A common stock, in accordance with Regulation M under the Securities Exchange Act of 1934:

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- A short position involves a sale by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase in this offering, which creates the syndicate short position. This short position may be either a covered short position or a naked short position. In a covered short position, the number of shares involved in the sales made by the underwriters in excess of the number of shares they are obligated to purchase is not greater than the number of shares that they may purchase by exercising their option to purchase additional shares. In a naked short position, the number of shares involved is greater than the number of shares in their option to purchase additional shares. The underwriters may close out any short position by either exercising their option to purchase additional shares and/or purchasing shares in the open market. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through their option to purchase additional shares. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in this offering.
- Syndicate covering transactions involve purchases of our Class A common stock in the open market after the distribution has been completed in order to cover syndicate short positions.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the Class A common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids, as well as purchases by the underwriters for their own accounts, may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of our Class A common stock. As a result, the price of the Class A common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the New York Stock Exchange or otherwise and, if commenced, may be discontinued at any time.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our Class A common stock. In addition, neither we nor any of the underwriters make representation that the representatives will engage in these stabilizing transactions or that any transaction, once commenced, will not be discontinued without notice.

Electronic Distribution

A prospectus in electronic format may be made available on the Internet sites or through other online services maintained by one or more of the underwriters or selling group members participating in this offering, or by their affiliates. In those cases, prospective investors may view offering terms online and, depending upon the particular underwriter or selling group member, prospective investors may be allowed to place orders online. The

underwriters may agree with us to allocate a specific number of shares for sale to online brokerage account holders. Any such allocation for online distributions will be made by the representatives 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.

Listing on New York Stock Exchange

We intend to apply to have our Class A common stock authorized for trading on the New York Stock Exchange under the symbol "EVR". In connection with that listing, the underwriters will undertake to sell the minimum number of shares to the minimum number of beneficial owners necessary to meet the New York Stock Exchange listing requirements.

Discretionary Sales

The underwriters have informed us that they do not intend to confirm sales to discretionary accounts without prior written approval of the customer.

Stamp Taxes

If you purchase shares of our Class A common stock offered by this prospectus, you may be required to pay stamp taxes and other charges under the laws and practices of the country of purchase, in addition to this offering price listed on the cover page of this prospectus.

Relationships

Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they have received or will receive customary fees and expenses. The underwriters may, from time to time, engage in transactions with or perform services for us in the ordinary course of their business. Affiliates of Lehman Brothers Inc., J.P. Morgan Securities Inc. and Goldman, Sachs & Co. are the lenders under our credit agreement and will, accordingly, receive the proceeds of the offering used to repay those borrowings. See "Use of Proceeds". In addition, we have received advisory fees from affiliates of E*TRADE Securities LLC for our advice on E*TRADE's acquisitions of Harrisdirect and Brown & Co. In addition, we have received advisory fees from affiliates of Fox-Pitt, Kelton Incorporated, for advice on Swiss Re's acquisition of General Electric's reinsurance business, as well as for advice on the pending sale of Fox-Pitt, Kelton Incorporated.

Because the shares of Class A common stock are being offered by Evercore Partners Inc., a parent of a member of the NASD, this offering is being made in compliance with the applicable requirements of Rule 2720 of the Conduct Rules of the NASD. Also, because we intend to use more than 10% of the net proceeds from this offering to repay indebtedness owed by us to affiliates of some of the underwriters, this offering is being made in compliance with the applicable requirements of Rule 2710(h) of the Conduct Rules of the NASD. These rules provide generally that the initial public offering price of the Class A common stock may not be higher than that recommended by a "qualified independent underwriter" meeting certain standards. Accordingly, Keefe, Bruyette & Woods, Inc. is assuming the responsibilities of acting as the qualified independent underwriter in pricing the offering and conducting due diligence. The initial public offering price of the Class A common stock, when sold to the public at the public offering price set forth on the cover page of this prospectus, is no higher than that recommended by Keefe, Bruyette & Woods, Inc.

Selling Restrictions

United Kingdom

Each of the underwriters has represented and agreed that:

- it has not made or will not make an offer of shares to the public in the United Kingdom within the meaning of section 102B of the Financial Services and Markets Act 2000 (as amended) (FSMA) except to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities or otherwise in circumstances which do not require the publication by the company of a prospectus pursuant to the Prospectus Rules of the Financial Services Authority (FSA);
- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) to persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which section 21 of FSMA does not apply to the company; and
- it has complied with, and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the shares in, from or otherwise involving the United Kingdom.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State), each Underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the Relevant Implementation Date) it has not made and will not make an offer of shares to the public in that Relevant Member State prior to the publication of a prospectus in relation to the shares which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that it may, with effect from and including the Relevant Implementation Date, make an offer of shares to the public in that Relevant Member State at any time:

- to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of shares to the public” in relation to any shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe the shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Hong Kong

The shares may not be offered or sold by means of any document other than to persons whose ordinary business is to buy or sell shares or debentures, whether as principal or agent, or in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap. 32) of Hong Kong, and no advertisement, invitation or document relating to the shares may be issued, whether in Hong Kong or elsewhere,

which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the shares under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Japan

The securities have not been and will not be registered under the Securities and Exchange Law of Japan (the Securities and Exchange Law) and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

LEGAL MATTERS

The validity of the Class A common stock will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York. Certain legal matters in connection with this offering will be passed upon for the underwriters by Wilmer Cutler Pickering Hale and Dorr LLP, New York, New York.

EXPERTS

The statement of financial condition of Evercore Partners Inc. at May 12, 2006, included in this prospectus has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein, and has been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing. The combined financial statements of Evercore Holdings at December 31, 2004 and 2005, and for each of the three years in the period ended December 31, 2005, included in this prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein, and have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The consolidated financial statements of Protego Asesores, S.A. de C.V., Subsidiaries and Associated Company at December 31, 2004 and 2005, and for each of the three years in the period ended December 31, 2005, included in this prospectus have been audited by PricewaterhouseCoopers, S.C., independent public accountants, as stated in their report appearing herein, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1 under the Securities Act with respect to the Class A common stock offered in 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 Securities and Exchange Commission. For further information about us and our Class A common stock, we refer you to the registration statement and to its exhibits and schedules. Statements in this prospectus about the contents of any contract, agreement or other document are not necessarily complete and, in each instance, we refer you to the copy of such contract, agreement or document filed as an exhibit to the registration statement, with each such statement being qualified in all respects by reference to the document to which it refers. Anyone may inspect the registration statement and its exhibits and schedules without charge at the public reference facilities the Securities and Exchange Commission 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 Securities and Exchange Commission upon the payment of certain fees prescribed by the Securities and Exchange Commission. You may obtain further information about the operation of the Securities and Exchange Commission's Public Reference Room by calling the Securities and Exchange Commission at 1-800-SEC-0330. You may also inspect these reports and other information without charge at a website maintained by the Securities and Exchange Commission. 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 Securities Exchange Act of 1934, as amended, and will be required to file reports, proxy statements and other information with the Securities and Exchange Commission. You will be able to inspect and copy these reports, proxy statements and other information at the public reference facilities maintained by the Securities and Exchange Commission at the address noted above. You also will be able to obtain copies of this material from the Public Reference Room of the Securities and Exchange Commission as described above, or inspect them without charge at the Securities and Exchange Commission's website. We intend to furnish our stockholders with annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

INDEX TO FINANCIAL STATEMENTS

Evercore Partners Inc.:

Evercore Holdings:

Protego Asesores, S.A. de C.V., Subsidiaries and Protego SI, S.C.:

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholder of Evercore Partners Inc.:

We have audited the accompanying statement of financial condition of Evercore Partners Inc. (the "Company"), as of May 12, 2006. This statement of financial condition is the responsibility of the Company's management. Our responsibility is to express an opinion on this statement of financial condition 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 statement of financial condition is free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its 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 statement of financial condition, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall statement of financial condition presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such statement of financial condition presents fairly, in all material respects, the financial position of Evercore Partners Inc. as of May 12, 2006, in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP
New York, New York
May 12, 2006

EVERCORE PARTNERS INC.

STATEMENT OF FINANCIAL CONDITION

May 12, 2006

Assets—Cash	$1.00
Stockholder's Equity:	
Class B Common Stock, par value $0.01 per share, 100,000 shares authorized, 100 shares issued and outstanding	$1.00

NOTES TO STATEMENT OF STATEMENT OF FINANCIAL CONDITION

Note 1—Organization

Evercore Partners Inc. (the "Company") was incorporated as a Delaware corporation on July 21, 2005. Pursuant to a reorganization into a holding company structure, the Company will become a holding company and its sole asset will be a controlling equity interest in Evercore LP. As the sole general partner of Evercore LP, the Company will operate and control all of the business and affairs of Evercore LP and, through Evercore LP and its subsidiaries, continue to conduct the business now conducted by these subsidiaries.

Note 2—Significant Accounting Policies

Basis of Presentation. The statement of financial condition has been prepared in accordance with accounting principles generally accepted in the United States. Separate statements of income, changes in stockholders' equity and cash flows have not been presented in the financial statements because there have been no activities of this entity.

Note 3—Stockholder's Equity

The Company is authorized to issue 100,000,000 shares of Class A common stock, par value $0.01 per share, and 100,000 shares of Class B common stock, par value $0.01 per share. All shares of Class A common stock and Class B common stock are identical. The Company has issued 100 shares of Class B common stock in exchange for $1.00, all of which were held by Evercore LP at May 12, 2006.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members of Evercore Holdings:

We have audited the accompanying combined statements of financial condition of Evercore Holdings (the "Company"), as of December 31, 2004 and 2005, and the related combined statements of income, changes in members' equity and of cash flows for each of the three years in the period ended December 31, 2005. 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. The Company is not required to have, nor were we engaged to perform, an audit of its 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, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such combined financial statements present fairly, in all material respects, the combined financial position of Evercore Holding as of December 31, 2004 and 2005, and the combined results of their operations and their combined cash flows for each of the three years in the period ended December 31, 2005, in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP
New York, New York

April 28, 2006

EVERCORE HOLDINGS

COMBINED STATEMENTS OF FINANCIAL CONDITION
(dollars in thousands)

	December 31, 2004	December 31, 2005
ASSETS		
Current Assets		
Cash and Cash Equivalents	$37,379	$37,855
Restricted Cash	840	1,519
Accounts Receivable (net of allowances of $0 in 2004 and $256 in 2005)	7,653	12,921
Placement Fees Receivable	2,487	—
Receivable from Members and Employees	2,092	1,739
Receivable from Uncombined Affiliates	2,063	1,255
Debt Issuance Costs	—	607
Prepaid Expenses	298	604
Accounts Receivable—Other	18	353
Total Current Assets	52,830	56,853
Investments, at Fair Value	16,925	16,755
Deferred Offering and Acquisition Costs	—	5,138
Furniture, Equipment and Leasehold Improvements, Net	1,893	2,263
Other Assets	33	403
TOTAL ASSETS	$71,681	$81,412
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accrued Compensation and Benefits	$ 8,810	$13,165
Accounts Payable and Accrued Expenses	4,111	11,672
Placement Fees Payable	2,487	—
Deferred Revenue	1,413	935
Payable to Members and Employees	906	659
Payable to Uncombined Affiliates	336	440
Capital Leases Payable—Current	115	193
Taxes Payable	1,423	1,711
Other Current Liabilities	203	626
Total Current Liabilities	19,804	29,401
Capital Leases Payable—Long-term	333	232
TOTAL LIABILITIES	20,137	29,633
Minority Interest	265	274
Members' Equity		
Members' Capital	51,116	51,301
Accumulated Other Comprehensive Income	163	204
TOTAL MEMBERS' EQUITY	51,279	51,505
TOTAL LIABILITIES AND MEMBERS' EQUITY	$71,681	$81,412

See accompanying notes to combined financial statements

EVERCORE HOLDINGS

COMBINED STATEMENTS OF INCOME
(dollars in thousands)

	Fiscal Year Ended December 31,		
	2003	2004	2005
REVENUES			
Advisory Revenue	$ 26,302	$ 69,205	$ 110,842
Investment Management Revenue	33,568	16,967	14,584
Interest Income and Other Revenue	250	145	209
TOTAL REVENUES	60,120	86,317	125,635
EXPENSES			
Employee Compensation and Benefits	12,448	17,084	24,115
Occupancy and Equipment Rental	2,780	3,090	3,071
Professional Fees	4,406	8,031	23,892
Travel and Related Expenses	3,143	3,352	4,478
Communications and Information Services	841	812	898
Depreciation and Amortization	626	667	778
Other Operating Expenses	636	1,437	1,871
TOTAL EXPENSES	24,880	34,473	59,103
OTHER INCOME	—	76	—
OPERATING INCOME	35,240	51,920	66,532
Minority Interest	(9)	29	8
Provision for Income Taxes	905	2,114	3,372
NET INCOME	$ 34,344	$ 49,777	$ 63,152

See accompanying notes to combined financial statements

EVERCORE HOLDINGS

COMBINED STATEMENTS OF CHANGES IN MEMBERS' EQUITY
(dollars in thousands)

	Members' Capital	Accumulated Other Comprehensive Income	Total Members' Equity
BALANCE—at January 1, 2003	$ 25,734	$ (26)	$ 25,708
Net Income	34,344	—	34,344
Other Comprehensive Income:			
Unrealized Gains on Available-For-Sale Securities (net of tax of $11)	—	116	116
Total Comprehensive Income			34,460
Members' Contributions	6,264	—	6,264
Members' Distributions	(39,379)	—	(39,379)
BALANCE—at December 31, 2003	26,963	90	27,053
Net Income	49,777	—	49,777
Other Comprehensive Income:			
Unrealized Gains on Available-For-Sale Securities (net of tax of $15)	—	157	157
Less Reclass for Unrealized Gains included in Net Income (net of tax of $8)	—	(84)	(84)
Net Other Comprehensive Income	—	73	73
Total Comprehensive Income			49,850
Members' Contributions	900	—	900
Members' Distributions	(26,524)	—	(26,524)
BALANCE—at December 31, 2004	51,116	163	51,279
Net Income	63,152	—	63,152
Other Comprehensive Income:			
Unrealized Gains on Available-For-Sale Securities (net of tax of $4)	—	41	41
Total Comprehensive Income			63,193
Members' Contributions	2,291	—	2,291
Members' Distributions	(65,258)	—	(65,258)
BALANCE—at December 31, 2005	$ 51,301	$ 204	$ 51,505

See accompanying notes to combined financial statements

EVERCORE HOLDINGS

COMBINED STATEMENTS OF CASH FLOWS
(dollars in thousands)

	Year Ended December 31,		
	2003	2004	2005
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 34,344	$ 49,777	$ 63,152
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:			
Depreciation and Amortization	626	667	778
(Gain) Loss on Disposal of Equipment	(5)	69	—
Minority Interest	(9)	29	8
Bad Debt Expense	—	50	330
Securities Received in Lieu of Fees	(369)	—	—
Realized Gain on Investment	—	(76)	—
Net Gains and Losses on Private Equity Investments	(12,708)	(3,122)	998
(Increase) Decrease in Operating Assets:			
Accounts Receivable	1,488	(5,515)	(5,598)
Placement Fees Receivable	(1,596)	2,487	2,487
Receivable from Members and Employees—Current	(156)	(1,138)	353
Receivable from Uncombined Affiliates	740	(1,800)	808
Prepaid Expenses	116	(54)	(306)
Accounts Receivable—Other	141	—	(335)
Deferred Offering and Acquisition Costs	—	—	(5,138)
Receivable from Members and Employees—Long-term	(106)	134	—
Other Assets	88	3	(370)
Increase (Decrease) in Operating Liabilities:			
Accrued Compensation and Benefits	192	3,601	4,355
Accounts Payable and Accrued Expenses	288	2,346	7,561
Placement Fees Payable	1,596	(2,487)	(2,487)
Deferred Revenue	(6,517)	253	(478)
Payable to Members and Employees	(218)	237	(247)
Payable to Uncombined Affiliates	131	141	104
Taxes Payable	(36)	813	288
Other Current Liabilities	(224)	142	419
Net Cash Provided by Operating Activities	17,806	46,557	66,682
CASH FLOWS FROM INVESTING ACTIVITIES			
Proceeds from Investments	9,024	3,056	5,010
Investments Purchased	(3,808)	(545)	(5,793)
Purchase of Furniture, Equipment and Leasehold Improvements	(602)	(1,048)	(1,024)
Restricted Cash Deposits	(116)	(724)	(679)
Net Cash (Used in) Provided By Investment Management Activities	4,498	739	(2,486)
CASH FLOWS FROM FINANCING ACTIVITIES			
Payments for Capital Lease Obligations	(62)	(107)	(147)
Contributions from Members	3,788	900	2,291
Net Capital Contributions from Minority Interest Members	42	81	1
Debt Issuance Costs	—	—	(607)
Distributions to Members	(28,075)	(26,524)	(65,258)
Net Cash Used in Financing Activities	(24,307)	(25,650)	(63,720)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,003)	21,646	476
CASH AND CASH EQUIVALENTS—Beginning of period	17,736	15,733	37,379
CASH AND CASH EQUIVALENTS—End of period	$ 15,733	$ 37,379	$ 37,855
SUPPLEMENTAL CASH FLOW DISCLOSURE			
Payments for Interest	$ 90	$ 145	$ 99
Payments for Income Taxes	$ 659	$ 1,284	3,276
Non-Cash Distributions to Members	$ 11,304	$ —	$ —
Non-Cash Contributions From Members	$ 2,476	$ —	$ —
Non-Cash Investment Purchase	$ 2,476	$ —	$ —
Fixed Assets Acquired Under Capital Leases	$ 390	$ 55	$ 124
Non-Cash Proceeds From Investments	$ 11,049	$ —	$ —

See accompanying notes to combined financial statements

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS

Years Ended December 31, 2003, 2004 and 2005

Note 1—Organization

Evercore Holdings (the "Company") is an investment banking firm, headquartered in New York, New York, which is comprised of certain consolidated and combined entities under the common ownership of the Evercore Senior Managing Directors (the "Members") and common control of two of the founding Evercore Senior Managing Directors (the "Founding Members"). These entities are as follows:

- Evercore Group Holdings L.P. ("EGH") indirectly owns all interests in each of the following entities:
  - Evercore Financial Advisors L.L.C. and Evercore Restructuring L.L.C. provide financial advisory services to public and private companies and restructuring advisory services to companies in financial transition as well as to their creditors.
  - Evercore Advisors L.L.C. provides investment advisory services to Evercore Capital Partners II L.P. and its affiliated entities (collectively, "ECP II"), a Company sponsored private equity fund.
  - Evercore Venture Advisors L.L.C. provides investment advisory services to Evercore Venture Partners L.P. and its affiliated entities (collectively, "EVP"), a Company sponsored private equity fund.
- Evercore Group Holdings L.L.C. is the general partner of EGH.

  In December 2003, the above entities were reorganized. Prior to the reorganization, these entities were operated as a series of limited partnerships with their own general partner entities. Under the terms of the reorganization, these limited partnerships were converted to limited liability companies. Pursuant to such conversions, the limited partnership interests were cancelled and, in consideration therefore, the holders of such limited partnership interests received limited partnership interest of EGH. that corresponded to the respective limited liability companies into which such limited partnership were converted and were equivalent to the respective limited partnership interests held immediately prior to such conversions. The resulting limited liability companies are held by Evercore Partners Services East L.L.C., a wholly owned subsidiary of EGH. Subsequent to the reorganization, the former general partner entities were dissolved. The transaction was accounted for as a reorganization of entities under common control at historical cost.
- Evercore Advisors Inc. provides investment advisory services to Evercore Capital Partners L.P. and its affiliated entities (collectively "ECP I"), a Company sponsored private equity fund.
- Evercore Group Inc. ("EGI") is a registered broker-dealer under the Securities Exchange Act of 1934, as amended, and is registered with the National Association of Securities Dealers, Inc. EGI is a limited service entity, which specializes in rendering selected financial advisory services. See Footnote 17, Subsequent Events.
- Evercore Properties Inc. is a lease holding entity for the Company's New York offices. With respect to the Company's California offices, such leases are held by Evercore Partners Services East L.L.C.
- Evercore Partners L.L.C., Evercore Offshore Partners Ltd., and Evercore Partners Cayman L.P. are the general partners of various ECP I entities.
- Evercore Partners II L.L.C. and Evercore Venture Management L.L.C. ("EVM") are the general partners of ECP II and EVP, respectively.
- Evercore Founders L.L.C. and Evercore Founders Cayman Ltd. are the entities through which the Company funds its additional commitments to ECP I (collectively, the "Founders").

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

The Company's principal activities are divided into two business segments:

- Advisory—includes advice on mergers, acquisitions, divestitures, leveraged buyouts, restructurings and similar corporate finance matters; and
- Investment Management—includes the management of outside capital invested in the Company's sponsored private equity funds: ECP I, ECP II and EVP, (collectively referred to as the "Private Equity Funds"); and the Company's principal investments in such Private Equity Funds. Each of the Private Equity Funds is managed by its own general partners and outside investors participate in the Private Equity Funds as limited partners.

The Combined Financial Statements include the accounts of the following entities, all of which are under the common control and management of the Founding Members:

Entity	Type of Entity	Date of Formation	Percentage Ownership
Evercore Group Holdings L.P. and subsidiaries	Delaware Limited Partnership	12/31/02	100%
Evercore Group Holdings L.L.C.	Delaware Limited Liability Company	12/31/02	100%
Evercore Advisors Inc.	Delaware S-Corporation	06/18/96	100%
Evercore Group Inc.	Delaware S-Corporation	03/21/96	100%
Evercore Properties Inc.	Delaware S-Corporation	04/16/97	100%
Evercore Partners L.L.C.	Delaware Limited Liability Company	11/20/95	100%
Evercore Offshore Partners Ltd.	Cayman Islands Limited Liability Company	03/25/97	100%
Evercore Partners Cayman L.P.	Cayman Islands Limited Partnership	03/28/01	100%
Evercore Partners II L.L.C.	Delaware Limited Liability Company	10/24/01	100%
Evercore Venture Management L.L.C.(1)	Delaware Limited Liability Company	10/12/00	47%
Evercore Founders L.L.C.	Delaware Limited Liability Company	03/25/97	100%
Evercore Founders Cayman Ltd.	Cayman Islands Limited Liability Company	03/27/01	100%

(1) EVM is combined at 100% with a 53% minority interest recorded.

Note 2—Significant Accounting Policies

Basis of Presentation—The Combined Financial Statements of the Company comprise the consolidation of EGH and its wholly owned subsidiaries with Evercore Group Holdings L.L.C., Evercore Advisors Inc., Evercore Properties Inc. and Evercore Group Inc., and the general partners of the Private Equity Funds and Founders entities that are wholly owned or controlled by the Company.

EGH has consolidated all operating companies in which it has a controlling financial interest, in accordance with Statement of Financial Accounting Standards ("SFAS") No. 94, "*Consolidation of All Majority-Owned Subsidiaries*," ("SFAS 94") which requires the consolidation of all majority-owned subsidiaries.

Investments in non-majority-owned companies in which the Company does not have a controlling financial interest are accounted for by the Company using the equity method.

These financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

All material intercompany transactions and balances have been eliminated.

Minority Interest—Minority interest recorded on the Combined Financial Statements relates to the minority interest of an unrelated third-party in EVM, the general partner of EVP. The Company consolidates EVM, which it controls but does not wholly own. As a result, the Company includes in its Combined Statements of Income all of the net income of EVM with an appropriate minority interest of approximately 53%.

Use of Estimates—The preparation of the Combined Financial Statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Such estimates relate to the valuation of portfolio investments in companies owned by the Private Equity Funds (the "Portfolio Companies"), the allowance for doubtful accounts for accounts receivables, compensation liabilities, tax liabilities and other matters that affect reported amounts of assets and liabilities. Actual amounts could differ from those estimates and such differences could be material to the Combined Financial Statements.

Cash and Cash Equivalents—Cash and cash equivalents consist of short-term highly liquid investments with original maturities of three months or less.

Restricted Cash—At December 31, 2004 and 2005, the Company was required to maintain compensating balances of $840 and $1,519, respectively, as collateral for letters of credit issued, by a third party, in lieu of a cash security deposit, as required by the Company's lease for New York office space.

Accounts Receivable—Accounts receivable consists primarily of advisory fees and expense reimbursements charged to the Company's clients, and transaction and monitoring fees charged to Portfolio Companies. Accounts receivable as of December 31, 2004 and 2005 include unbilled client expense receivables in the amount of $616 and $1,451, respectively.

Accounts Receivable are reported net of any allowance for doubtful accounts. Management of the Company derives the estimate for the allowance for doubtful accounts by utilizing past client transaction history and an assessment of the client's creditworthiness, and has determined that an allowance for doubtful accounts was not required as of December 31, 2004 and was $256 as of December 31, 2005. The Company recorded bad debt expense of $0, $50 and $330 for the years ended December 31, 2003, 2004 and 2005, respectively.

Fair Value of Financial Instruments—The fair value of financial assets and liabilities, consisting of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities are considered to approximate their recorded value, as they are short-term in nature.

Investments—The Company's investments consist primarily of investments in the Private Equity Funds that are carried at fair value on the Combined Statements of Financial Condition, with realized and unrealized gains and losses included in Investment Management Revenue on the Combined Statements of Income.

The Private Equity Funds consist primarily of investments in marketable and non-marketable securities of the Portfolio Companies. The underlying investments held by the Private Equity Funds are valued based on quoted market prices or estimated fair value if there is no public market. The fair value of the Private Equity Funds' investments in non-marketable securities are ultimately determined by the Company in its capacity as general partner. The Company determines fair value of non-marketable securities by giving consideration to a

range of factors, including but not limited to market conditions, operating performance (current and projected) and subsequent financing transactions. Due to the inherent uncertainty in the valuation of these non-marketable securities, estimated values may materially differ from the values that would have been used had a ready market existed for these investments.

Investments in publicly traded securities are valued using quoted market prices.

Available-For-Sale Securities are valued using quoted market prices for publicly traded securities or estimated fair value if there is no public market.

Furniture, Equipment and Leasehold Improvements—Fixed assets, including office equipment, hardware and software and leasehold improvements, are stated at cost, net of accumulated depreciation and amortization. Furniture, equipment and computer hardware and software are depreciated using the straight-line method over the estimated useful lives of the assets, ranging from three to seven years. Leasehold improvements are amortized over the shorter of the term of the lease or the useful life of the asset.

The Company capitalizes certain costs of computer software obtained for internal use and amortizes the amounts over the estimated useful life of the software, generally not exceeding three years. Capitalized internal-use software costs include only external direct costs of materials and services consumed in developing or obtaining the software. Capitalization of these costs ceases no later than the point at which software development projects are substantially complete and ready for their intended purposes.

Upon retirement or disposition of assets, the cost and related accumulated depreciation or amortization is removed from the accounts and the resulting gain or loss, if any, is recognized as a gain or loss on disposition of assets in other operating income or expense. Expenditures for maintenance and repairs are expensed as incurred.

Leases—Leases are accounted for in accordance with SFAS No. 13, "*Accounting for Leases*." Leases are classified as either capital or operating as appropriate. For capital leases, the present value of the future minimum lease payments is recorded as a liability. Amortization of capitalized leased assets is computed on the straight-line method over the lesser of the lease term or useful life of the asset.

Advisory Revenue—The Company earns advisory revenue through a) retainer arrangements, b) success fees based on the occurrence of certain events which may include announcements or completion of various types of financial transactions and c) fairness opinions.

The Company recognizes advisory revenue when the services related to the underlying transactions such as mergers, acquisitions, restructurings and divestitures are completed in accordance with the terms of its engagement agreements.

Fees that are paid in advance are initially recorded as deferred revenue and recognized as advisory revenue ratably over the period in which the related service is rendered.

Investment Management Revenue—Investment Management revenue consists of a) management fees from the Private Equity Funds, b) monitoring and director fees, c) transaction fees, d) gains (losses) on investments in the Private Equity Funds and e) Carried Interest.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Management Fees—Management fees are contractually based and are derived from investment management services provided in originating, recommending and consummating investment opportunities to the Private Equity Funds. Management fees are payable semi-annually in advance on committed capital during the Private Equity Funds' investment period, and on invested capital, thereafter. Management fees are initially recorded as deferred revenue and revenue is recognized ratably, thereafter, over the period for which services are provided.

The Private Equity Funds partnership agreements provide for a reduction of management fees for certain investment-related fees earned by the Company. Investment-related fees are recorded as revenue when earned and are offset, in whole or in part, against future management fees. Such offsets amounted to $8,624, $742 and $2,004 for the years ended December 31, 2003, 2004 and 2005, respectively.

The ECP II partnership agreement also provides that placement fees paid by its limited partners are offset against future management fees. See Footnote 5, Placement Fees. Such offsets amounted to $1,268, $2,487 and $2,487 for the years ended December 31, 2003, 2004 and 2005, respectively.

Monitoring and Director Fees—Monitoring fees are earned by the Company for services provided to the Portfolio Companies with respect to the development and implementation of strategies for improving operating, marketing and financial performance. Monitoring fee revenue is recognized ratably over the period for which services are provided.

Director fees are earned by the Company for the services provided by Members who serve on the Board of Directors of Portfolio Companies. Director fees are recorded as revenue when payment is received. This policy does not yield results that are materially different compared to recording revenue when services are provided, as required by U.S. GAAP.

Transaction Fees—Transaction fees are earned by the Company for providing advisory services to Portfolio Companies. These fees are earned and recognized on the same basis as advisory revenue.

Gains (Losses) on Investments in the Private Equity Funds—Investments in the Private Equity Funds consist of the Company's general partnership interest and related commitments in investment partnerships that it manages. These investments are accounted for on the fair value method based on the Company's percentage interest in the underlying partnerships. The Company recognizes revenue on investments in the Private Equity Funds based on its allocable share of realized and unrealized gains (or losses). See Footnote 7, Investments.

Carried Interest—The Company records incentive fee revenue from the Private Equity Funds when the returns on the Private Equity Funds' investments exceed certain threshold minimums. These incentive fees (or "Carried Interest") are computed in accordance with the underlying Private Equity Funds' partnership agreements and are based on investment performance over the life of each investment partnership. Future investment underperformance may require amounts previously distributed to the Company to be returned to the respective investment partnerships. As required by the Private Equity Funds' partnership agreements, the general partners of each Private Equity Fund maintain a defined amount in escrow in the event that distributions received by such general partner must be returned due to investment underperformance. These escrow funds are not included in the accounts of the Company. The Members, in their capacity as members of the general partners of the Private Equity Funds, have guaranteed the general partners' obligation (which may arise due to investment underperformance) to repay or refund to outside investors in the Private Equity Funds interim amounts previously distributed to the Company.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Client Expense Reimbursement—In the conduct of its financial advisory service engagements and in the pursuit of successful Portfolio Company investments for the Private Equity Funds, the Company receives reimbursement for certain transaction-related expenses incurred by the Company on behalf of its clients. Such reimbursements are classified as either Advisory or Investment Management Revenues, as applicable.

Transaction related expenses, which are billable to clients, are recognized as revenue and recorded in accounts receivable on the later of a) the date of an executed engagement letter or b) the date the expense is incurred. The Company reported such expense reimbursement as revenue on the Combined Statements of Income in the amount of $2,481, $2,355 and $3,374 for the years ended December 31, 2003, 2004 and 2005, respectively.

Compensation and Benefits—Compensation includes salaries, bonuses (discretionary awards and guaranteed amounts) and severance and excludes any compensatory payments made to Members. Bonuses are accrued over the service period to which they relate. Benefits includes both Member and employee benefit expense.

Income Taxes—The Company accounts for income taxes in accordance with SFAS No. 109, “Accounting for Income Taxes,” which requires the recognition of tax benefits or expenses on the temporary differences between the financial reporting and tax bases of assets and liabilities. The Company’s operations are organized as a series of partnerships, limited liability companies and sub-chapter S corporations. Accordingly, the Company’s income is not subject to U.S. federal income taxes. Taxes related to income earned by these entities represent obligations of the individual members, partners or shareholders and have not been reflected in the accompanying Combined Financial Statements. Income taxes shown on the Company’s Combined Statements of Income are attributable to: a) the New York City Unincorporated Business Tax, b) the New York City general corporate tax and c) the annual limited liability and limited partnership taxes in the State of California for entities registered and sourcing income in that state.

Earnings Per Share—The Company operates as a series of related partnerships, limited liability companies and sub-chapter S corporations under the common control of the Founding Members. There is no single capital structure upon which to calculate historical earnings per share information. Accordingly, historical earnings per share information has not been presented.

Comprehensive Income—Comprehensive income consists of net income and other comprehensive income. Other comprehensive income refers to revenue, expenses, gains and losses that are included in Accumulated Other Comprehensive Income as a separate component of Members’ Equity but are excluded from net income. The Company’s other comprehensive income is comprised of unrealized gains on Available-For-Sale Securities.

Net Income—As a result of the Company operating as a series of partnerships, limited liability companies and sub-chapter S corporations, payment for services rendered by the Members has historically been accounted for as a distribution from Members’ capital rather than as compensation and benefits expense. As a result, the Company’s operating income historically has not reflected payments for services rendered by its Members.

The Members receive periodic distributions of operating proceeds which are reported in the Statements of Changes in Members’ Equity as distributions. The amount of cash and non-cash distributions received by the Members was $39,379, $26,524 and $65,258 for the years ended December 31, 2003, 2004 and 2005, respectively. Non-cash distributions included marketable securities, warrants and other financial instruments.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Note 3—Recently Issued Accounting Pronouncements

SFAS 123(R)—On December 16, 2004, the Financial Accounting Standards Board ("FASB") issued SFAS No. 123 (revised 2004), "*Share-Based Payment*," or SFAS 123(R), which is a revision of SFAS No. 123 "*Accounting for Stock Based Compensation*." SFAS 123(R) supersedes Accounting Principles Board Opinion ("APB") No. 25, "*Accounting for Stock Issued to Employees*," and amends SFAS No. 95, "*Statement of Cash Flows*." Generally, the approach in SFAS 123(R) is similar to the approach described in SFAS 123. However, SFAS 123(R) requires all share-based payments to employees, including grants of employee stock options, to be recognized in the Combined Statements of Income based on their fair values. Pro forma disclosure is no longer an alternative. The Company has operated as a series of partnerships, limited liability companies and sub-chapter S corporations and has not historically issued stock-based compensation awards. The impact of adopting SFAS 123(R) cannot be predicted at this time because it will depend on the level of share-based awards granted in the future.

FIN 47—In March 2005, the FASB issued Financial Interpretation No. 47, Accounting for Conditional Asset Retirement Obligations ("FIN 47"). FIN 47 clarifies guidance provided in SFAS No. 143, "Accounting for Asset Retirement Obligations." The term, asset retirement obligation, refers to a legal obligation to perform an asset retirement activity in which the timing and/or method of settlement are conditional on a future event that may or may not be within the control of the entity. Entities are required to recognize a liability for the fair value of a conditional asset retirement obligation when incurred if the liability's fair value can be reasonably estimated. FIN 47 was effective for fiscal years ending after December 15, 2005. The adoption of FIN 47 did not have a material effect on the Company's combined financial condition or results of operations.

SFAS 154—In May 2005, the FASB issued SFAS No. 154 "Accounting Changes and Error Corrections", which replaces APB Opinion No. 20 and SFAS No. 3, and changes the requirements for the accounting for and reporting of a change in accounting principle. This statement is effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005, although early adoption is permitted for accounting changes and corrections of errors made in fiscal years beginning after the date SFAS 154 was issued. The Company does not anticipate that the adoption of SFAS 154 will have a material effect on the Company's combined financial condition or results of operations.

Emerging Issues Task Force Issue No. 04-5—In June 2005 the Emerging Issues Task Force reached a consensus on Issue No. 04-5, "*Determining Whether a General Partner, or the General Partners as a Group, Controls a Limited Partnership or Similar Entity When the Limited Partners Have Certain Rights*." Under Issue 04-5, the general partners in a limited partnership or similar entity are presumed to control that limited partnership regardless of the extent of the general partners' ownership interest in the limited partnership. A general partner should assess the limited partners' rights and their impact on the presumption of control. If the limited partners have either a) the substantive ability to dissolve the limited partnership or otherwise remove the general partners without cause or b) substantive participating rights, the general partners do not control the limited partnership. For general partners of all new limited partnerships formed and for existing limited partnerships for which the partnership agreement is modified, Issue 04-5 is effective after June 29, 2005. For general partners in all other limited partnerships, Issue 04-5 is effective for the first reporting period in fiscal years beginning after December 15, 2005, and allows either of two transition methods. As of December 31, 2005 the Company has determined that consolidation of the Private Equity Funds will not be required pursuant to Issue 04-5.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Note 4—Related Parties

The Company remits payment for expenses on behalf of the Private Equity Funds and is reimbursed accordingly. During the years ended December 31, 2003, 2004 and 2005, the Company disbursed $692, $744 and $794, respectively, on behalf of these entities. Included in Receivable from Uncombined Affiliates on the Statements of Financial Condition as of December 31, 2004 and 2005 are accrued and unpaid management fees, reimbursable expenses relating to the Private Equity Funds and other uncombined affiliates and investment advances made to an affiliate in the amounts of $2,063 and $1,255, respectively. Payables to Uncombined Affiliates amounted to $336 and $440 as of December 31, 2004 and 2005, respectively. These payables represent obligations of the general partner pursuant to the respective partnership agreements of the Private Equity Funds and are payable to the Private Equity Funds.

Included in Receivable from Members and Employees on the Statements of Financial Condition are loans to Members, employees and former employees of the Company. These loans are collateralized by the Members, employees, or former employees respective investments in the Private Equity Funds, are carried at face value and bear interest at the prime rate. The amount of such loans outstanding as of December 31, 2004 and 2005 were $149 and $83, respectively. Interest on these loans was $7, $12 and $4, for the years 2003, 2004 and 2005, respectively, and is included in Interest Income and Other Revenue on the Combined Statements of Income. Advances in the amount of $61, made to individuals who have accepted employment offers with the Company, are also included in Receivable from Members and Employees on the Statements of Financial Condition as of December 31, 2005.

Also, included in Receivable from Members and Employees are advances made by the Company on behalf of such individuals in connection with their general partner obligation to the Private Equity Funds. These advances are non-interest bearing and the amounts outstanding as of December 31, 2004 and 2005 were $903 and $1,540, respectively. Payable to Members and Employees for Private Equity distributions amounted to $906 and $659 as of December 31, 2004 and 2005.

Amounts due in connection with personal expenses paid by the Company on behalf of Members and employees totaled $1,040 and $51 as of December 31, 2004 and 2005, respectively, and are included in Receivable from Members and Employees. These receivables are non-interest bearing and are repaid to the Company on a periodic basis.

The general partner investment interests of one of the Members and the general partner and Founder interests of one of the founding members serve to collateralized their personal loans with a third party financial institution.

During the years ended December 31, 2003, 2004 and 2005, the Company paid commissions in the amount of $157, $61 and $1,710, respectively, to a former employee and Senior Advisor or an affiliate of such, for services provided in connection with obtaining an Advisory engagement. This commission is included in Professional Fees on the Combined Statements of Income.

Effective October 28, 2005, EGH acquired (indirectly through a wholly owned subsidiary) the right to invest in Evercore Asset Management, L.L.C. (“EAM”), a newly formed entity, engaged primarily in the asset management business. This investment is accounted for under the equity method and although a variable interest entity, the Company is not the primary beneficiary and thus not required to consolidate the entity. As of December 31, 2005, the Company is due $321 from the majority member of EAM, for expenditures remitted by

the Company in connection with the formation of EAM. This amount is included on the Combined Statements of Financial Condition in Accounts Receivable – Other. This entity has not entered into substantive operations for the period ended December 31, 2005. See Footnote 17, Subsequent Events.

Note 5—Placement Fees

Placement fees are earned by and payable to a placement agent for services rendered in connection with the successful solicitation of certain limited partners in ECP II.

Pursuant to the terms of the ECP II partnership agreement, the limited partners are responsible for reimbursing the Company for the placement fees the Company remits on their behalf. The limited partners of ECP II receive a reduction against future management fees payable to the Company equal to the amount of such placement fees.

Placement fees are payable and receivable in equal semi-annual installments. Interest accrues to the placement agent at the three-month LIBOR rate plus 1%. At December 31, 2004 and December 31, 2005, accrued interest payable relating to Placement fees was $26 and $0, respectively. Placement fees receivable from the limited partners of ECP II and payable to the placement agent are as follows:

	As of December 31,	
	2004	2005
Placement Fees Receivable	$ 2,487	—
Less Current Portion	(2,487)	—
Long-term Portion	$ —	—
Placement Fees Payable	$ 2,487	—
Less Current Portion	(2,487)	—
Long-term Portion	$ —	—

As of December 31, 2005, all amounts due from limited partners in connection with placement fees were received by the Company and all obligations due to the placement agent in connection with ECP II were satisfied.

Note 6—Deferred Offering and Acquisition Costs

The Company is contemplating an initial public offering of common equity. If an initial public offering by the Company does occur, the Company plans to consummate a number of internal reorganization transactions to transition the Company to a corporate structure form. Costs directly attributable to the Company's proposed initial public offering of its equity securities have been deferred and capitalized. These costs will be charged against the proceeds of the offering once completed. In the event the proposed initial offering of the Company's securities is not consummated, the deferred offering costs will be expensed.

The Company also plans to execute a definitive agreement to acquire all the outstanding capital stock of a foreign investment bank in exchange for total consideration that is still under negotiation. The transaction would be consummated immediately prior to the potential initial public offering referred to above. The direct costs

incurred in connection with the proposed acquisition have been deferred and capitalized. These costs will be allocated to the purchase price upon the completion of the acquisition. Costs related to an unsuccessful acquisition will be charged to operations at the termination date.

As of December 31, 2005, $5,138 of costs incurred in connection with the potential initial public offering and the potential acquisition were capitalized and are shown on the Combined Statements of Financial Condition in Deferred Offering and Acquisition Costs.

Note 7—Investments

The fair value of the Company's investments reported in the Combined Statements of Financial Condition are as follows:

	December 31,	
	2004	2005
Investment in ECP I	$10,033	$ 3,717
Investment in ECP II	5,981	11,997
Investment in EVP	540	625
Total Private Equity Funds	16,554	16,339
Investments Available-For–Sale	371	416
Total Investments	$16,925	$ 16,755

Investments in the Private Equity Funds—Investments in the Private Equity Funds primarily include the general partner and Founders' entities investments in the Private Equity Funds.

As of December 31, 2004 and 2005, the Company's investment in ECP I represented 5.8% and 3.8%, respectively of the Private Equity Funds' capital. The Company's investments in ECP II and EVP were less than 5% of the respective Private Equity Funds' capital as of December 31, 2004 and 2005.

Net realized and unrealized gains and losses on Private Equity Fund investments, including Carried Interest and gains (losses) on investments, were $12,708, $3,122 and $(998) for the years ended December 31, 2003, 2004 and 2005, respectively, and are included on the Combined Statements of Income in Investment Management Revenue.

In 2003, an affiliated entity of the Company, EMP Group L.L.C. ("EMP") was recapitalized. EMP held the interests of a portfolio company's existing investors, which included among others ECP I and the associated general partner entities. Pursuant to the recapitalization, the general partners of ECP I received an $11,049 in-kind distribution of portfolio company shares, with $2,476 of the distribution reinvested as a general partner non-cash contribution of ECP II.

See Footnote 11, Commitments and Contingencies, for commitments of future capital contributions to the Private Equity Funds.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

The portfolio of investments in the Private Equity Funds at fair value by industry was as follows:

	December 31,	
	2004	2005
Energy	31%	24%
Media	26%	20%
Healthcare Services	—	17%
Financial Services	—	9%
Telecommunications	29%	6%
Industrials	—	6%
Consumer Distributions	—	5%
Other	14%	13%
Total	100%	100%

Investments in Available-For-Sale Securities—Investments in Available-For-Sale securities reflects the Company's investment in options for the purchase of additional shares of common stock of a Portfolio Company. The options were received at various dates, in lieu of cash payment for services rendered. Using the Black-Scholes Option Pricing Model, the options as of December 31, 2004 and 2005, were valued at $371 and $416, respectively.

Proceeds from sales of Available-For-Sale Securities during the year ended December 31, 2004 amounted to $293 with a realized gain recognized (based on average cost per share) of $76 for the year ended December 31, 2004. This gain is reflected in Other Income on the Combined Statements of Income. There were no sales of Available-For-Sale Securities during the year ended December 31, 2005.

See Footnote 16, Comprehensive Income (Loss), for unrealized gains on valuation of Available-For-Sale Securities reported in Members' Equity as Other Comprehensive Income.

Note 8—Furniture, Equipment and Leasehold Improvements, Net

Furniture, equipment and leasehold improvements, net, consisted of the following:

	As of December 31,	
	2004	2005
Furniture and Office Equipment	$ 857	$ 1,138
Leasehold Improvements	642	878
Computer and Computer-related Equipment	646	1,093
Capitalized Leases	605	729
Software	346	406
Total	3,096	4,244
Less: Accumulated Depreciation and Amortization	(1,203)	(1,981)
Furniture, Equipment and Leasehold Improvements, Net	$ 1,893	$ 2,263

Depreciation and amortization expense totaled $626, $667 and $778 for the years ended December 31, 2003, 2004 and 2005, respectively.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Purchases of furniture, equipment and leasehold improvements totaled $992, $1,103 and $1,148, which includes assets acquired via capital leases in the amounts of $390, $55 and $124, for the years ended December 31, 2003, 2004 and 2005, respectively.

Note 9—Employee Benefit Plans

Defined Contribution Retirement Plan—The Company, through a subsidiary, provides certain retirement benefits to employees through a qualified retirement plan. The Evercore Partners Services East L.L.C. Retirement Plan (the "Plan") is a discretionary profit sharing plan with a salary deferral feature under Section 401(k) of the Internal Revenue Code. The Plan was formed on February 1, 1996 and amended February 1, 1999, February 1, 2000, February 1, 2001, January 1, 2002 and June 1, 2002. The plan year ends on January 31 of each year. The Company, at its sole discretion, determines the amount, if any, of profit to be contributed to the Plan.

The retirement and profit sharing plan costs for the years ended December 31, 2003, 2004 and 2005 totaled $455, $501 and $603, respectively. Plan administration expenses incurred related to the retirement and profit sharing plans totaled $36, $100 and $97 for the years ended December 31, 2003, 2004 and 2005, respectively.

Note 10—Line of Credit

On December 30, 2005, the Company executed a $30,000 Credit Agreement with a syndicated group of lenders that matures on the earlier of the consummation of the proposed initial public offering or December 30, 2006 (the "Line of Credit"). The Line of Credit is a 364-day revolving facility that bears interest at a rate of either (i) Libor plus 200 basis points (the "Eurodollar Loan") or (ii) the greater of (a) the Prime Rate or (b) Federal Funds Effective Rate plus 100 basis points (the "Base Rate Loan") for any amount drawn. The Company may elect either the Eurodollar Loan or the Base Rate Loan and either election includes a commitment fee of $^1/_2$ of 1% per annum for any unused portion. The Company is required to maintain collateral as a percentage of any amounts drawn on the facility based on the following schedule: From March 30, 2006 through June 30, 2006: 30%; From July 1, 2006 through September 30, 2006: 50% and; From October 1, 2006 through the termination date: 75%. In addition to the liquid collateral requirements, the Members have pledged their beneficial interests in the Company as collateral for the Line of Credit. At December 31, 2005, the Company was in compliance with all covenants under the Credit Agreement.

The Line of Credit will be used for additional working capital purposes including, but not limited to, funding of the Company's ongoing investment programs. Costs incurred in connection with obtaining this credit facility totaled $607, and such costs are included in Debt Issuance Costs on the Combined Statements of Financial Condition. See Footnote 17, Subsequent Events.

Note 11—Commitments and Contingencies

Operating Leases—The Company leases office space under non-cancelable lease agreements, which expire on various dates through 2013.

Occupancy lease agreements, in addition to base rentals, generally are subject to escalation provisions based on certain costs incurred by the landlord. Occupancy and Equipment Rental on the Combined Statements of Income for the years ended December 31, 2003, 2004 and 2005 includes $1,944, $2,315 and $2,151, respectively, of rental expense relating to operating leases. As of December 31, 2003, the Company obtained, as part of the

lease for office space in New York, an irrevocable standby letter of credit as security in the amount of $110 that expired October 30, 2004. As of December 31, 2004 and 2005, the Company obtained, as part of the leases for office space in New York, irrevocable standby letters of credit as security in the amount of $819 and $1,446, respectively. With respect to such letters of credit, $627 expires in 2007 and $819 expires each December 31, resetting annually through 2012. The Company maintained compensating balances of $840 and $1,519 as of December 31, 2004 and 2005, respectively. No amounts have been drawn down under the respective letters of credit.

The Company has entered into various operating leases for the use of certain office equipment and furniture. For the years ended December 31, 2003, 2004 and 2005, rental expense for office equipment and furniture is included in Occupancy and Equipment Rental on the Combined Statements of Income and totaled $80, $102 and $165, respectively.

The Company has entered into an operating lease for a fractional interest of a private corporate aircraft. For the years ended December 31, 2003, 2004 and 2005, rental expense for the fractional lease of the aircraft is included in Travel and Related Expenses on the Combined Statements of Income and totaled $114, $105 and $105, respectively.

As of December 31, 2005, the approximate aggregate minimum future payments required on the operating leases are as follows:

2006	$ 2,824
2007	2,229
2008	2,060
2009	2,164
2010	2,176
Thereafter	4,244
Total	$15,697

Capital Leases—The Company has entered into various capital leases for office equipment. As of December 31, 2005, the leases had an aggregate outstanding balance of $425 with $193 classified as current. Interest expense on capital leases for the years ended December 31, 2003, 2004 and 2005 was $19, $30 and $29, respectively.

The Company's net investment in these leases, which is included in Furniture, Equipment and Leasehold Improvements as of December 31, 2004 and 2005, was $431 and $393, respectively.

	December 31,	
	2004	2005
Capitalized Office Equipment Leases	$ 605	$ 729
Accumulated Depreciation	(174)	(336)
Net Investment	$ 431	$ 393

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

As of December 31, 2005, the approximate aggregate minimum future payments required on the capital leases are as follows:

2006	$ 214
2007	146
2008	95
2009	2
2010	—
Total Future Minimum Lease Payments	457
Less Interest Discount	(32)
Total Present Value of Future Minimum Lease Payments	425
Less Current Portion	(193)
Long-term Portion	$ 232

Other Commitments—At December 31, 2005, the Company has commitments for capital contributions of $13,458 to the Private Equity Funds. These commitments primarily will be funded as required through the end of each Private Equity Funds' investment period, subject to certain conditions. Such commitments are satisfied in cash and are generally required to be made as investment opportunities are consummated by the Private Equity Funds.

Legal—From time to time, the Company may be involved in judicial, regulatory and arbitration proceedings concerning matters arising in connection with the conduct of its businesses.

In the past, the Company or its present personnel have been named as a defendant in civil litigation matters involving present or former clients. The Company received an informal request in 2004 for information related to a 2003 client engagement. Management believes that the ultimate resolution of these proceedings would not likely have a material effect on the results of operations, the financial position or cash flows of the Company.

Note 12—Regulatory Authorities

EGI is a U.S. registered broker-dealer and is subject to the net capital requirements of Rule 15c3-1 under the Securities Exchange Act of 1934. Rule 15c3-1 requires the maintenance of net capital, as defined, which shall be the greater of $5 or 6 2/3% of aggregate indebtedness, as defined. EGI's regulatory net capital at December 31, 2004 and 2005 was $851 and $6,773, respectively, which exceeded the minimum net capital requirement by $637 and $6,603, respectively.

Note 13—Income Taxes

The Company is not subject to U.S. Federal income tax. However, the Company is subject to the New York City Unincorporated Business tax on its U.S. earnings and certain taxes in other jurisdictions where the Company had registered offices and sourced income in those jurisdictions.

Taxes payable as of December 31, 2004 and 2005 in the amount of $1,423 and $1,711, respectively, include a reserve for taxes payable in the amount of $857 and $964, respectively, for any future tax liability related to these periods.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

The components of the provision for income taxes reflected on the Combined Statements of Income for the years ended December 31, 2003, 2004 and 2005 consist of:

	Year ended December 31,		
	2003	2004	2005
Current			
State and Local Tax Expense	$905	$2,114	$3,372
Provision for Taxes	$905	$2,114	$3,372

A reconciliation of the statutory U.S. Federal income tax rate of 35% to the Company's effective tax rate is set forth below:

	Year ended December 31,		
	2003	2004	2005
U.S. Statutory Tax Rate	35.0%	35.0%	35.0%
Increase Related to State and Local Taxes	2.6%	4.1%	5.1%
Rate before One-time Events	37.6%	39.1%	40.1%
Rate Benefit as a Limited Liability Company	(35.0%)	(35.0%)	(35.0%)
Provision for Taxes	2.6%	4.1%	5.1%

Note 14—Concentrations of Credit Risk

Financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and receivables from clients. The Company has placed its cash and cash equivalents in interest-bearing deposits in U.S. banks and U.S. branches of Cayman banks that meet certain rating and capital requirements. Concentrations of credit risk are limited due to the quality of the Company's clients.

Revenues: For the year ended December 31, 2005, three separate clients each individually accounted for 16.5%, 12.2% and 10.2%, respectively, of the Company's combined revenues. For the year ended December 31, 2004, one client accounted for 26.6% of the Company's combined revenues. For the year ended December 31, 2003, no client individually constituted more than 10.0% of the Company's combined revenues.

Accounts Receivable: As of December 31, 2004 and 2005, one different client each year accounted for 70.1% and 37.4%, respectively, of the Company's combined Accounts Receivable balance.

Note 15—Segment Operating Results

Business Segments – The Company's business results are categorized into the following two segments: Advisory and Investment Management. Advisory includes providing advice on mergers, acquisitions, divestitures, leveraged buyouts, restructurings, and similar corporate finance matters. Investment Management includes the management of outside capital invested in the Private Equity Funds and the Company's principal investments in the Private Equity Funds.

The accounting policies of the segments are consistent with those described in the Significant Accounting Policies in Footnote 2.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

The Company's segment information for the years ended December 31, 2003, 2004 and 2005 is prepared using the following methodology:

- Revenue and expenses directly associated with each segment are included in determining operating income.
- Expenses not directly associated with specific segments are allocated based on the most relevant measures applicable, including headcount and other factors.
- Segment assets are based on those directly associated with each segment, or for certain assets shared across segments, these assets are allocated based on the most relevant measures applicable, including headcount and other factors.
- Investment gains and losses, interest income, and interest expense are allocated between the segments based on the segment in which the underlying asset or liability is held.
- Each segment's operating expenses include: a) employee compensation and benefits expenses that are incurred directly in support of the segments and b) other operating expenses, which include expenses for premises and occupancy, professional fees, travel and entertainment, communications and information services, equipment and indirect support costs (including compensation and other operating expenses related thereto) for administrative services. Such administrative services include, but are not limited to, accounting, tax, legal, facilities management and senior management activities.

The Company evaluates segment results based on net revenue and operating income.

Corporate-level activity represents operating expenses not specifically attributable to a segment. These expenses primarily include professional fees relating to the preparation of the Company's historical financial statements that are not directly attributable to the potential initial public offering.

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Management believes that the following information provides a reasonable representation of each segment's contribution to net revenue, operating expenses, operating income, and total assets.

		Year Ended December 31,		
		2003	2004	2005
Advisory	Net Revenue(1)	$26,333	$69,315	$ 111,012
	Operating Expenses(2)	15,992	24,502	36,605
	Segment Operating Income	$10,341	$44,813	$ 74,407
	Identifiable Segment Assets		$45,350	$ 61,137
Investment Management	Net Revenue(1)	$33,787	$17,078	$ 14,623
	Operating Expenses(2)	8,888	9,971	12,165
	Segment Operating Income	$24,899	$ 7,107	$ 2,458
	Identifiable Segment Assets		$26,331	$ 20,275
Corporate	Operating Expenses	$ —	$ —	$ 10,333
Total	Net Revenue(1)	$60,120	$86,393	$ 125,635
	Operating Expenses(2)	24,880	34,473	59,103
	Operating Income	$35,240	$51,920	$ 66,532
	Identifiable Segment Assets		$71,681	$ 81,412

(1) Net revenue includes Interest and Other Revenue, and Other Income as set forth in the table below:

	Year Ended December 31,		
	2003	2004	2005
Advisory	$ 31	$110	$170
Investment Management	219	111	39
Total Interest and Other Income	$250	$221	$209

(2) Operating expenses include Depreciation and Amortization as set forth in the table below:

	Year Ended December 31,		
	2003	2004	2005
Advisory	$424	$504	$615
Investment Management	202	163	163
Total Depreciation and Amortization	$626	$667	$778

EVERCORE HOLDINGS

NOTES TO COMBINED FINANCIAL STATEMENTS—(Continued)

Years Ended December 31, 2003, 2004 and 2005

Geographic Information—The Company manages its business based on the profitability of the enterprise as a whole. The Company's revenue was derived from clients and Private Equity Funds located in the following geographical areas:

	Year Ended December 31,		
	2003	2004	2005
Revenue:(1)			
United States	$54,487	$80,019	$127,513
Cayman Islands	4,347	4,147	(6,300)
Switzerland	75	—	1,500
Netherlands	—	—	1,400
Mexico	—	1,142	968
Other—Foreign	961	864	345
Total	$59,870	$86,172	$125,426

(1) Excludes interest and other income.

All Company assets relate to U.S. operations.

Note 16—Comprehensive Income (Loss)

The Company's Other Comprehensive Income (Loss) is comprised of unrealized gains and losses on Available-For-Sale-Securities. Unrealized gains were $116, $73 and $41 net of tax expense of $11, $7 and $4, for the years ended December 31, 2003, 2004 and 2005, respectively.

Note 17—Subsequent Events

Line of Credit—On January 12, 2006, the Company drew down $25,000 on the Line of Credit for additional working capital purposes. As of April 28, 2006, the Company had collateral in excess of the $7,500 required in connection with this draw. See Footnote 10, Line of Credit.

Distributions—During the period from January 1, 2006 through April 14, 2006, the Company made distributions to Members totaling $59,694.

Evercore Asset Management—On January 5, 2006, the Company invested $1,137 in EAM. The Company holds a 41.7% interest in EAM. On March 20, 2006, the Company invested $2,000 in an investment portfolio to be managed by EAM.

Investments—Through April 30, 2006, the Company made investments in the Private Equity funds totaling $6,778.

Evercore Group L.L.C.—EGI reorganized from an S corporation to a limited liability company, Evercore Group L.L.C.

Alliance with Mizuho Securities—On February 2, 2006, the Company entered into an alliance agreement with Mizuho Securities of Japan and its U.S. advisory subsidiary, The Bridgeford Group. The alliance calls for the Company, Mizuho, and Bridgeford to provide U.S.—Japan and Japan—U.S. cross-border M&A advisory services on a joint basis to U.S. clients of the Company and Japanese clients of Mizuho.

Potential Initial Public Offering—The Company is contemplating an initial public offering of common equity. If an initial public offering by the Company does occur, the Company also plans to consummate a number of internal reorganization transactions to transition the Company to a corporate structure form.

INDEPENDENT AUDITORS' REPORT

Mexico City, March 31, 2006

To the Stockholders of
Protego Asesores, S. A. de C. V.

We have audited the accompanying combined and consolidated balance sheets of Protego Asesores, S. A. de C. V., its subsidiaries and Protego SI, S.C. as of December 31, 2004 and 2005, and the related combined and consolidated statements of income, of changes in stockholders' equity, and of cash flows for each of the three years ended December 31, 2005. 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 auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined and consolidated financial statements referred to above present fairly, in all material respects, the financial position of Protego Asesores, S. A. de C. V., subsidiaries and Protego SI, S.C. as of December 31, 2004 and 2005, and the results of their operations, the changes in their stockholders' equity and their cash flows for the three years ended December 31, 2005, in conformity with accounting principles generally accepted in the United States of America.

/s/ PricewaterhouseCoopers
PricewaterhouseCoopers

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

COMBINED AND CONSOLIDATED BALANCE SHEETS

December 31, 2005 and 2004

($ in thousands)

	December 31,	
	2004	2005
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 492	$4,247
Clients accounts receivable	814	1,147
Other receivables	136	128
Recoverable taxes	623	500
Reimbursable deposit	222	—
Total current assets	2,287	6,022
Furniture, equipment and leasehold improvements	903	1,053
Long-term investment	738	1,350
Guaranty deposits	48	49
Other long-term assets	—	635
TOTAL ASSETS	$3,976	$9,109
LIABILITIES, MINORITY INTEREST AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	$ 392	$ 638
Bonus payable	261	273
Income tax payable	764	837
Value added tax	198	92
Taxes payable (withholding taxes)	216	299
Other taxes	49	71
Total current liabilities	1,880	2,210
TOTAL LIABILITIES	1,880	2,210
Minority interest	—	1,279
Commitment and contingencies	—	—
STOCKHOLDERS' EQUITY:		
Capital stock (fixed)	8	8
Retained earnings	1,917	5,299
Accumulated other comprenhensive income—Currency translation adjustment	171	313
TOTAL STOCKHOLDERS' EQUITY	2,096	5,620
TOTAL LIABILITIES, MINORITY INTEREST AND STOCKHOLDERS' EQUITY	$3,976	$9,109

See accompanying notes to combined and consolidated financial statements.

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

COMBINED AND CONSOLIDATED STATEMENTS OF INCOME

($ in thousands)

	Year ended December 31,		
	2003	2004	2005
REVENUES			
Advisory	$9,083	$12,229	$16,388
Investment management	—	670	2,855
Net financial gain (loss)	68	(50)	278
Total revenues	9,151	12,849	19,521
EXPENSES			
Compensation and benefits	5,161	5,700	8,347
Occupancy and equipment rental	751	519	571
Professional fees	1,063	2,400	3,742
Travel and related expenses	417	475	578
Communications and information services	216	212	400
Depreciation and amortization	295	272	360
Other operating expenses	172	178	1,371
Total operating expenses	8,075	9,756	15,369
OPERATING INCOME	1,076	3,093	4,152
INCOME TAX			
Current	47	1,025	1,969
Deferred	49	9	—
TOTAL INCOME TAX	96	1,034	1,969
Minority interest	—	—	(1,199)
NET INCOME	$ 980	$ 2,059	$ 3,382

See accompanying notes to combined and consolidated financial statements.

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

COMBINED AND CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY FOR THE YEARS ENDED DECEMBER 31, 2003, 2004 AND 2005

($ in thousands)

	Capital stock	Accumulated other comprehensive income (loss)	(Deficit) retained earnings	Total
Balances as of January 1, 2003	$ 3,642	$ (158)	$(1,122)	$ 2,362
Capital stock reduction	(1,687)	—	—	(1,687)
Currency translation adjustment	—	54	—	54
Net income for the year	—	—	980	980
Balances at December 31, 2003	1,955	(104)	(142)	1,709
Capital stock reduction	(1,947)	—	—	(1,947)
Currency translation adjustment	—	275	—	275
Net income for the year	—	—	2,059	2,059
Balances at December 31, 2004	8	171	1,917	2,096
Currency translation adjustment	—	142	—	142
Net income for the year	—	—	3,382	3,382
Balances at December 31, 2005	$ 8	$ 313	$ 5,299	$ 5,620

See accompanying notes to combined and consolidated financial statements.

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS

($ in thousands)

	Year ended December 31,		
	2003	2004	2005
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income for the year	$ 980	$ 2,059	$ 3,382
Adjustments to reconcile, net income to net cash from operating activities:			
Depreciation and amortization	295	272	361
Deferred income tax	49	9	
Minority interest	—	—	1,279
Net change in working capital, excluding cash and cash equivalent	209	52	(295)
Net cash provided by operating activities	1,533	2,392	4,727
INVESTING ACTIVITIES			
Long-term investments	(112)	(627)	(612)
Purchase of furniture and equipment	(263)	(592)	(433)
Net cash used in investing activities	(375)	(1,219)	(1,045)
FINANCING ACTIVITIES			
Capital stock reduction	(1,379)	(1,640)	—
Net cash used in financing activities	(1,379)	(1,640)	—
EFFECT OF EXCHANGE RATE ON CASH	(91)	72	73
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(312)	(395)	3,755
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	1,199	887	492
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 887	$ 492	$ 4,247
ADDITIONAL DISCLOSURE OF CASH FLOWS INFORMATION:			
Taxes paid:	$ 196	$ 391	$ 1,922

See accompanying notes to combined and consolidated financial statements.

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

NOTE 1—HISTORY AND OPERATIONS OF THE COMPANY:

Protego Asesores, S. A. de C. V. (Asesores) was incorporated on April 2, 2001 under Mexican laws.

The accompanying combined and consolidated financial statements include those of Asesores, its subsidiaries and Protego SI, S. C. ("PSI") an associated Company. PSI'S financial statements are combined because it is under common control of the shareholders of Asesores.

As of December 31, 2005, the Company's main activities are divided as follows:

a. Financial Advisory, which includes mergers, acquisitions, energy project finance, sub-national public finance and infrastructure, real estate financial advisory and restructurings.

b. Private equity investment management which includes a joint venture with Discovery Capital Partners LLC in a private equity funds denominated Discovery Americas I (DAI).

c. On January 6, 2005 the Company contributed $2,619 (representing 51% of the capital stock) to a newly formed Company named Protego Casa de Bolsa, S. A. de C. V. that focuses on investing for institutional investors and high net worth individuals. Protego Casa de Bolsa's main activities include, among others, to provide clients with investment and risk management advice, trade execution and custody services for client assets. On March 3, 2005 the National Banking and Securities Commission in Mexico authorized the commencement of operations of the new Brokerage House effective March 14, 2005.

Following are Asesores' principal subsidiaries, which Asesores effectively controls and substantially wholly owns:

Company	Shares (%)	Main activities	Date of incorporation
Protego Administradores, S. A. de C. V.	99.97	Administrative Services	April 2001
Sedna, S. de R. L.	99.99	Advisory Services	August 2003
BD Protego, S. A. de C. V.	99.80	Advisory Services	May 2003
Protego PE, S. A. de C. V.	99.98	Investment Company	November 2003
Protego Servicios, S. C.	99.98	Advisory Services	October 2003
Protego Casa de Bolsa, S. A. de C. V.	51.00	Brokerage House	January 2005
Protego CB Servicios, S. C.	51.00	Advisory Services	June 2005

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

The accompanying financial statements have been prepared in accordance with United States generally accepted accounting principles (U.S. GAAP), as follows:

a. The combined and consolidated financial statements include the accounts of Asesores, its subsidiaries and PSI. All significant inter-company balances and transactions between the consolidated companies have been eliminated in consolidation. The consolidation was carried out on the basis of audited financial statements of all subsidiaries. The combination was carried out in a similar way, eliminating balances and transactions between Asesores, its subsidiaries and PSI.

b. The Company is incorporated and operates in Mexico, and therefore keeps its accounts and records and prepares its statutory financial statements in Spanish and in Mexican pesos. The accompanying

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

financial statements, as well as these notes, have been translated into English and U.S. dollars and adjusted to conform to U.S. GAAP. For the purpose of translation, and in accordance with U.S. GAAP, the Mexican peso is considered the functional currency and this translation to US Dollar is accounted for as disclosed in Note 2q.

c. Preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. These estimates include but are not limited to the useful lives for depreciation and amortization, allowances for doubtful accounts receivable, estimates of future cash flows associated with asset impairments or investments and loss contingencies. The estimates and assumptions used are based upon management's evaluation of the relevant facts and circumstances as of the date of the financial statements. Actual results could differ materially from those estimates.

d. The carrying amount of cash and equivalents approximates fair value. The Company considers all highly-liquid securities, including certificates of deposit with maturities of three months or less to be cash equivalents.

e. Accounts receivable comprise uncollected amounts for financial advisory services, merger and acquisition and consulting services arising from projects for different clients and are presented net from the allowance for doubtful accounts. Management of the Company derives the estimate for the allowance for doubtful accounts by utilizing past client transaction history and the assessment of the client's creditworthiness, and has determined that an allowance for doubtful accounts was required as of December 31, 2004 and 2005.

The Company has main contracts with state and local governments. Advising state and local governments represents the 30% (13% in 2003, 15% in 2004 and 48% in 2005) of Asesores's advisory revenue of the last three years.

f. The fair value of financial assets and liabilities, consisting of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities are considered to approximate their recorded values and they are short-term in nature.

g. The Company has earned certain value added tax (VAT) credits that are expected to be recovered within one year. These credits arise from goods and services acquired by the Company and are recovered by allocating them against VAT payable on services provided by the Company.

h. The accompanying balance sheet for 2004 includes the reimbursable deposit paid to Nacional Financiera S.N.C. (a government-owned bank) as a guarantee for the grant of the Brokerage House license. This deposit was reimbursed on June 27, 2005.

i. Furniture equipment and leasehold improvements are stated at cost, net of accumulated depreciation and amortization. Furniture and equipment are depreciated using the straight-line method over the estimated useful lives of the assets, ranging from three to ten years. Leasehold improvements are amortized over the shorter of the term of the lease or the useful life of the asset.

Upon retirement or disposition of assets, the cost and related accumulated depreciation or amortization are removed from the accounts and the resulting gain or loss, if any, is recognized as a gain or loss on disposition of assets in other operating income or expense. Expenditures for maintenance and repairs are expensed as incurred.

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

j. The Company's long-term investment consists of an investment in a private equity fund (Discovery Americas I) ("Private Equity Fund") that is carried at cost. The Private Equity Fund consists primary of investments in non-marketable securities of portfolio companies. Since there is no quoted market prices, the underlying investments held by the Private Equity Fund are valued based on estimated fair value. The fair value of the Private Equity Fund's investment in non-marketable securities is ultimately determined by the Private Equity Fund general partner. The determination of fair value of non-marketable securities considers a range of factors, included but not limited to market conditions, operating performance (current and projected) and subsequent financing transactions. Due to the inherent uncertainty in the valuation of these non-marketable securities, estimated fair values may materially differ from the values that would have been used had market already existed for these investments. Fair value of this investment as of December 31, 2005 represents the cost.

k. Compensation and benefits include salaries, bonuses, severance, and employee benefits and excludes any payments made to stockholders. Bonuses are accrued over the service period to which they relate.

l. Income taxes are accounted for under the asset-liability method as prescribed by SFAS No.109, "Accounting for Income Taxes." Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases as well as any net operating loss or credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

m. Minority interest recorded on the combined and consolidated financial statements relates to the minority interest of an unrelated third party (see Note 6) in Protego Casa de Bolsa S. A. de C. V. As a result, the Company includes in its financial statements minority interest of approximately 49%.

n. The Company currently manages and evaluates its operation as one operating segment.

o. The Company currently recognizes revenue when it has: (i) an arrangement; (ii) services have been provided to clients, and (iii) collectibility is reasonably assured. In addition to the aforementioned general policy, the following are the specific revenue recognition policies for each major category of revenue:

Advisory revenues are derived from financial advisory services and are recorded when services are rendered considering the terms and conditions of agreements with clients. There are three sources of Advisory revenue: (i) advisory fees; (ii) retainer fees, and (iii) success fees.

Advisory fees are charged for consulting and research services that are not related to a specific transaction. Both retainer fees and success fees are related to a specific transaction. Retainer fees, which are not subject to refund, are recognized as earned and success fees are recognized only after the transaction giving rise to the success has occurred and collection is reasonably assured.

The Company's private equity investing business manages and invests capital on behalf of third parties. Revenues are generated from: (i) fees earned for the management of the funds; (ii) incentive fees earned when certain financial returns are achieved, and (iii) gains or losses on investments of the Company's own capital in the fund. Management fees earned from Company's investing activities are recognized ratably over the period of related service. Incentive fees are recognized at the time the fund sells an investment, or when there is any dividend on the fund's investments. Revenues on investments

in investing funds are recognized based on the allocable share of realized and unrealized gains (or losses) reported by such investments.

p. Comprehensive income consists of net income and other comprehensive income. Other comprehensive income refers to revenues, expenses, gains and losses that are included in accumulated other comprehensive income as a separate component of stockholders' equity but are excluded from net income. The Company's other comprehensive income is comprised of a currency translation adjustment.

q. Transactions in foreign currency (e.g. U.S. dollars) are recorded in local currency (Mexican pesos) at the rates of exchange in effect on the dates transactions are entered into. Assets and liabilities in foreign currency are recorded in local currency at the exchange rates in effect at the date of the financial statements and average exchange rates during the corresponding periods for revenues, expenses and cash flows. Differences due to fluctuations in exchange rates between the dates on which transactions are entered into and those on which they are settled, or the balance sheet date, are applied to income.

r. Recent Accounting Pronouncements

In December 2004, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 153, "Exchanges of Nonmonetary Assets" (An amendment to APB Opinion No. 29) (SFAS 153). This statement addresses the measurement of nonmonetary exchanges of similar productive assets in paragraph 21(b) of APB Opinion No. 29, "Accounting for Nonmonetary Transactions," and replaces it with an exception for exchanges that do not have commercial substance. This statement specifies that a monetary exchange has commercial substance if the future cash flows of the entity are expected to change significantly as a result of the exchange. The provisions of this statement shall be effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005. Earlier application is permitted. We are currently evaluating the potential impact of this statement.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections, a replacement of APB 20 and FASB Statement No. 3" ("SFAS 154"). Previously, APB 20, "Accounting Changes" and SFAS No. 3, "Reporting Accounting Changes in Interim Financial Statements" required the inclusion of the cumulative effect of changes in accounting principle in net income of the period of the change. SFAS 154 requires companies to recognize changes in accounting principle, including changes required by a new accounting pronouncement when the pronouncement does not include specific transition provisions, retroactively to prior period financial statements. SFAS 154 will be effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. SFAS 154 does not change the transition provisions of any existing accounting pronouncements, including those that are in a transition phase as of the effective date of SFAS 154. The Company will assess the impact of a retroactive application of a change in accounting principle in accordance with SFAS 154 if the need for such a change arises after the effective date of January 1, 2006.

In November 2005, the FASB issued Staff Position No. 115-1, "The Meaning of Other Than Temporary Impairment and its Application to Certain Investments" ("FSP 115-1"). FSP 115-1 provides accounting guidance for determining and measuring other-than-temporary impairments of debt and equity securities, and confirms the disclosure for investments in unrealized loss positions as outlined in EITF 03-01, "The Meaning of Other-Than-Temporary Impairments and its Application to Certain Investments". The accounting requirements are effective for us on January 1, 2006. We are currently evaluating the potential impact of this statement.

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.
NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS—(Continued)
DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

NOTE 3—ANALYSIS OF ACCOUNTS RECEIVABLE FROM CLIENTS:

The Company had the following balances with clients:

	December 31,	
	2004	2005
Accounts receivable with clients	$840	$1,238
Allowance for doubtful accounts	(26)	(91)
Clients—Net of allowance for doubtful accounts	$814	$1,147

All the above-mentioned accounts receivable are current and were generated in the ordinary course of business.

NOTE 4—FURNITURE, EQUIPMENT AND LEASEHOLD IMPROVEMENTS:

These assets comprise the following:

	December 31,		Annual depreciation rate (%)
	2004	2005	
Office furniture and equipment	$ 222	$ 248	10
Computer equipment	722	1,106	30
Transportation equipment	209	182	25
Leasehold improvements	375	379	33
	1,528	1,915	
Accumulated depreciation and amortization	(625)	(862)	
Total	$ 903	$1,053	

The depreciation and amortization for the year were as follows:

	Year ended December 31,		
	2003	2004	2005
Depreciation expenses	$ 155	$ 165	$ 233
Amortization expenses	$ 140	$ 107	$ 128

NOTE 5—LONG-TERM INVESTMENT AND COMMITMENT:

In 2003, Asesores launched a private equity fund jointly with Discovery Capital Management, L.P. The fund, called Discovery Americas I, L.P. (DAI), has $65,325 in capital commitments, and seeks investment opportunities in Mexico in several sectors, including housing, healthcare, retail, consumer finance, and transportation.

Protego PE, S. A. de C. V. is the vehicle used to fund the capital commitment of Asesores in DAI. Protego PE's total capital commitment is $2,250, equivalent to 3.44% of the total capital committed to DAI from all

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

sources. As of December 31, 2004 and 2005, the funded portion of this commitment amounted to $738 and $1,337 respectively.

In addition, Protego PE has a capital commitment in a parallel fund called Discovery Americas Parallel Fund I, L.P. ("DAPFI") equivalent to 1.0% of the total capital committed to DAPFI. The parallel fund has $3,030 in capital commitments and seeks investment opportunities exclusively in the housing sector. As of December 31, 2005, the funded portion of PE's commitment amounted to $13.

As of December 31, 2005, the portfolio of investments in the Private Equity Fund were comprised of holdings in the real estate and transportation sectors.

NOTE 6—OTHER LONG-TERM ASSETS:

The caption of other long-term assets represents the interest of the Company in the Protego Casa de Bolsa, S. A. de C. V. trust ("PCB Trust") a stock-based incentive program for some PCG executives. The PCB Trust is an agreement among the founder of the trust (Asesores), the trustee (a bank) and the beneficiaries of the trust (executives).

The trust establishes that executives will pay for this stock-based incentive plan once certain conditions of profitability are obtained.

NOTE 7—STOCKHOLDERS' EQUITY:

The Company has issued two series of shares: A and B shares. Both series have the same voting and economic rights. The difference between them is that Series A shares are not redeemable, whereas Series B shares are.

At the Ordinary Meeting of General Stockholders held on January 12, and July 17, 2003, stockholders agreed to reduce the value of Series B shares and to redeem 165,933 Series B Shares. After the above-mentioned events, the capital stock of Asesores at December 31, 2003 was composed as follows:

Description	Shares	Amount
Series "A"	700	$ 7
Series "B"	184,067	1,947
	184,767	$ 1,954

As of December 31, 2003, the capital stock of PSI was $0.5.

At the Ordinary Meeting of General Stockholders held on March 26, 2005 and June 15, 2004, stockholders agreed to reduce the value of Series B shares and later to cancel all series B shares.

After the above-mentioned events, the capital stock of Asesores as of December 31, 2005 was composed as follows:

Description	Shares	Amount
Series "A"	700	$ 7

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

As of December 31, 2005, the capital stock of PSI was $0.9.

Asesores net income for the period is subject to the legal provision requiring at least 5% of the profit for each year to be set aside to increase the legal reserve until it reaches an amount equivalent to 20% of the paid-in capital stock. At December 31, 2005 no reserve was segregated.

Dividends paid are not subject to income tax if paid from the Net Tax Profit Account. Any dividends paid in excess of this account are subject to a tax equivalent to 40.84% or 38.91% depending on whether to be paid in 2006 or 2007, respectively. The tax is payable by the Company and may be credited against its income tax in the same year or in the following two years. Dividends paid by the Company from previously taxed profits are not subject to tax withholding or additional tax payment. The Company did not pay dividends in the last five years.

In the event of a capital reduction, the excess of stockholders' equity over capital contributions, the latter restated in accordance with the provisions of the Income Tax Law, is accorded the same tax treatment as dividends.

NOTE 8—INCOME TAX AND ASSET TAX:

Asesores and its subsidiaries do not consolidate for tax purposes. In 2003, 2004 and 2005 Asesores determined tax profits of $150, $2,890 and $6,223, respectively. Tax profits differ from accounting profits due to temporary and permanent differences, the latter mainly arising from recognition of the effects of inflation on different bases, and to non-deductible expenses.

The income tax provision was composed as follows:

	Year ended December 31,	
	2004	2005
Current	$1,025	$1,969
Deferred	9	—
Total provision (benefit)	$1,034	$1,969

As a result of the changes to the Income Tax Law approved on November 13, 2004, the income tax rates will be of 29% and 28% in 2006 and 2007, respectively.

For the year 2004, there were no temporary differences on which deferred tax should be recognized. For the year 2005, the Company generated a tax loss carryforward due to losses at its Brokerage House subsidiary. The resulting asset has been fully off-set by a valuation allowance:

	December 31, 2005
Tax losses from operations of the Brokerage House	$ 2,150
Applicable income tax rate	29%
Deferred income tax asset	623
Allowance for valuation of tax losses	(623)
	$ —

PROTEGO ASESORES, S.A. DE C.V., SUBSIDIARIES AND PROTEGO SI, S.C.

NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS—(Continued)

DECEMBER 31, 2005, 2004 AND 2003
($ in thousands)

The reconciliation between the statutory and effective tax rate is shown below:

	Year ended December 31,	
	2004	2005
Statutory federal tax rate	33.0%	30.0%
Plus (less) effect of the following permanent differences:		
Taxable income	0.6%	5.6%
Inflation adjustments	(2.9%)	(3.0%)
Nondeductible expenses	2.7%	14.8%
Effective tax rate	33.4%	47.4%

Asset tax is calculated at 1.8% of the net value of certain assets and liabilities, and is payable only when it exceeds the income tax payable. The asset tax does not apply to a new business in the first two years of its operations.

NOTE 9—COMMITMENTS:

The Company leases certain office space. Future annual minimum lease payments under all non-cancelable operating leases are $185 and $58 in 2006 and 2007, respectively.

Table of Contents

Shares

Evercore Partners Inc.

Class A Common Stock

PROSPECTUS

, 2006

Sole Book-Running Manager

LEHMAN BROTHERS

GOLDMAN, SACHS & CO.

JPMORGAN

KEEFE, BRUYETTE & WOODS

FOX-PITT, KELTON

E*TRADE FINANCIAL

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHEREXPENSES 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 stock being registered hereby. All of such expenses are estimates, other than the filing and listing fees payable to the Securities and Exchange Commission, the New York Stock Exchange and the National Association of Securities Dealers, Inc.

Filing Fee—Securities and Exchange Commission	$ 9,228.75
Listing Fee—New York Stock Exchange	*
Fee—National Association of Securities Dealers	9,125.00
Fees and Expenses of Counsel	*
Printing Expenses	*
Fees and Expenses of Accountants	*
Blue Sky Fees and Expenses	*
Transfer Agent Fees and Expenses	*
Miscellaneous Expenses	*
Total	$ *

* To be provided by amendment.

ITEM 14. INDEMNIFICATIONOF DIRECTORS AND OFFICERS.

Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of a corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of being or having been in any such capacity, if he acted in good faith in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action, or proceeding, had no reasonable cause to believe his conduct was unlawful, except that with respect to an action brought by or in the right of the corporation such indemnification is limited to expenses (including attorneys fees). Our amended and restated certificate of incorporation provides that we must indemnify our directors and officers to the fullest extent permitted by Delaware law. We have also entered into indemnification agreements with our directors and director nominees that provide for us to indemnify them to the fullest extent permitted by Delaware law.

Section 102(b)(7) of the DGCL enables a corporation, in its certificate of incorporation or an amendment thereto, to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for violations of the directors' fiduciary duty, except (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (iv) for any transaction from which a director derived an improper personal benefit. Our certificate of incorporation provides for such limitations on liability for our directors.

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 would 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.

On May 12, 2006, the Registrant issued 100 shares of the Registrant's Class B common stock, par value $0.01 per share, to Evercore LP for $1.00. The issuance of such shares of common stock to Evercore LP was not registered under the Securities Act of 1933, as amended (the "Securities Act"), because the shares were offered and sold in a transaction exempt from registration under Section 4(2) of the Securities Act.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

Exhibit Index

1.1	Underwriting Agreement*
3.1	Form of Amended and Restated Certificate of Incorporation of the Registrant
3.2	Form of Amended and Restated Bylaws of the Registrant
5.1	Opinion of Simpson Thacher & Bartlett LLP*
10.1	Form of Evercore LP Partnership Agreement
10.2	Form of Tax Receivable Agreement
10.3	Form of Registration Rights Agreement
10.4	Contribution and Sale Agreement, dated as of May 12, 2006, among Evercore LP, Evercore Partners Inc., Roger C. Altman, Austin M. Beutner, Pedro Aspe and the Other Parties Named Therein*
10.5	Contribution and Sale Agreement, dated as of May 12, 2006, among Evercore LP, Evercore Partners Inc. and Banco Inbursa, S.A., Institucion de Banca Multiple, Grupo Financiero Inbursa, as Trustee of Inbursa Trust F1338*
10.6	Form of Employment Agreement between the Registrant and Roger C. Altman*
10.7	Form of Employment Agreement between the Registrant and Austin M. Beutner*
10.8	Form of Employment Agreement between the Registrant and Pedro Aspe*
10.9	Form of Employment Agreement between the Registrant and David E. Wezdenko*
10.10	Evercore Partners Inc. 2006 Stock Incentive Plan*
10.11	Annual Incentive Plan*
21.1	Subsidiaries of the Registrant
23.1	Consent of Deloitte & Touche LLP
23.2	Consent of PricewaterhouseCoopers, S.C.
23.3	Consent of Simpson Thacher & Bartlett LLP (included as part of Exhibit 5.1)*
24.1	Power of Attorney (included on signature pages to this Registration Statement)
99.1	Form of Voting Agreement between Roger C. Altman and Austin M. Beutner

* To be filed by amendment.

ITEM 17. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes to provide to the underwriters 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.

(b) The undersigned Registrant hereby undertakes that:

(1) 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.

(2) 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 thereof.

(c) 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.

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 New York, New York, on the 12th day of May, 2006.

EVERCORE PARTNERS INC.

By: /S/ DAVID E. WEZDENKO
Name: David E. Wezdenko
Title: Chief Financial Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-1 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933 hereby constitute and appoint Roger C. Altman, Austin M. Beutner and David E. Wezdenko, and each of them, the individual's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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 12th day of May, 2006.

Signature	Title
/S/ ROGER C. ALTMAN **Roger C. Altman**	Chairman and Co-Chief Executive Officer (principal executive officer)
/S/ AUSTIN M. BEUTNER **Austin M. Beutner**	Director, President, Co-Chief Executive Officer and Chief Investment Officer (principal executive officer)
/S/ DAVID E. WEZDENKO **David E. Wezdenko**	Chief Financial Officer (principal financial officer)
/S/ THOMAS J. GAVENDA **Thomas J. Gavenda**	Controller (principal accounting officer)

Exhibit 3.1

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

EVERCORE PARTNERS INC.

The present name of the corporation is Evercore Partners Inc. (the "Corporation"). The Corporation was incorporated under the name "Evercore Partners Inc." by the filing of its original certificate of incorporation (the "Original Certificate of Incorporation") with the Secretary of State of the State of Delaware on July 21, 2005. This Amended and Restated Certificate of Incorporation of the Corporation, which both restates and further amends the provisions of the Original Certificate of Incorporation, was duly adopted in accordance with the provisions of Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware. The Original Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I

Section 1.1. Name. The name of the Corporation is Evercore Partners Inc. (the "Corporation").

ARTICLE II

Section 2.1. Address. The registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801; and the name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

Section 3.1. Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV

Section 4.1. Capitalization. The total number of shares of all classes of stock that the Corporation is authorized to issue is 1,101,000,000 shares, consisting of (i) 100,000,000 shares of Preferred Stock, par value $.01 per share ("Preferred Stock"), (ii) 1,000,000,000 shares of Class A Common Stock, par value $.01 per share ("Class A Common Stock"), and (iii) 1,000,000 shares of Class B Common Stock, par value $.01 per share ("Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock"). The number of authorized shares of any of the Class A Common Stock, Class B Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of any of the Class A

Common Stock, Class B Common Stock or Preferred Stock voting separately as a class shall be required therefor.

Section 4.2. Preferred Stock.

(A) The Board of Directors of the Corporation (the "Board") is hereby expressly authorized, by resolution or resolutions, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the powers, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

(B) Except as otherwise required by law, holders of a series of Preferred Stock, as such, shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to such series).

Section 4.3. Common Stock.

(A) Voting Rights.

(1) Each holder of Class A Common Stock, as such, shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, however, that to the fullest extent permitted by law, holders of Class A Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL.

(2) Each holder of Class B Common Stock shall be entitled, as such, without regard to the number of shares of Class B Common Stock (or fraction thereof) held by such holder, to a number of votes that is equal to the product of (A) the quotient of (x) the number of Class A Units (defined below) held of record by such holder divided by (y) the total number of Class A Units outstanding (excluding Class A Units held by the Corporation) multiplied by (B) the product of (x) the total number of Partnership Units (defined below) outstanding (excluding Partnership Units held by the Corporation) multiplied by (y) the Exchange Rate (defined below) on all matters on which stockholders are generally entitled to vote; provided, however, that, from and after the

time that the Founding Limited Partners (defined below), collectively, cease to beneficially own, in the aggregate, at least 90% of the Class A Units held by such Founding Limited Partners on the date of the Partnership Agreement (defined below), each holder of Class B Common Stock shall be entitled, as such, without regard to the number of shares of Class B Common Stock (or fraction thereof) held by such holder, to a number of votes that is equal to the product of (x) the total number of Partnership Units held of record by such holder multiplied by (y) the Exchange Rate, on all matters on which stockholders generally are entitled to vote; provided, further, that, to the fullest extent permitted by law, holders of Class B Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL. For purposes of calculating the quotient in clause (A) of the immediately preceding sentence only, a holder of Class A-1 Units (defined below) shall also be deemed to hold the Class A-2 Units (defined below) held by a Related Partner (defined below) of such person, and such Related Partner shall be deemed not to hold such Class A-2 Units for the purpose of this calculation. "Partnership Unit" means a partnership unit in Evercore LP, an Alberta partnership, or any successor entity thereto, issued under its partnership agreement, as amended ("Partnership Agreement"). "Class A Unit", "Class A-1 Unit", "Class A-2 Unit", "Founding Limited Partner" and "Related Partner", each has the meaning set forth in the Partnership Agreement.

(3) Except as otherwise required in this Amended and Restated Certificate of Incorporation or by applicable law, the holders of Common Stock shall vote together as a single class on all matters (or, if any holders of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with such holders of Preferred Stock).

(B) Dividends. Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock with respect to the payment of dividends, dividends may be declared and paid on the Class A Common Stock out of the assets of the Corporation that are by law available therefor at such times and in such amounts as the Board in its discretion shall determine. Dividends shall not be declared or paid on the Class B Common Stock.

(C) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and of the preferential and other amounts, if any, to which the holders of Preferred Stock shall be entitled, the holders of all outstanding shares of Class A Common Stock shall be entitled to receive the remaining assets of the Corporation available for distribution ratably in proportion to the number of shares held by each such stockholder. The holders of shares of Class B Common Stock, as

such, shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(D) Retirement of Class B Common Stock. In the event that any outstanding share of Class B Common Stock shall cease to be held by a holder of Partnership Units, such share shall automatically and without further action on the part of the Corporation or any holder of Class B Common Stock be transferred to the Corporation and thereupon shall be retired.

ARTICLE V

Section 5.1. Partnership Units.

(A) Exchange of Partnership Units.

(1) Subject to adjustment as provided in this Article V and subject to the provisions of the Partnership Agreement, each holder of a Partnership Unit (other than the Corporation) shall be entitled to exchange, at any time and from time to time, any or all of such holder's Partnership Units, on a one-for-one basis, for the same number of shares of Class A Common Stock (the number of shares of Class A Common Stock for which a Partnership Unit is entitled to be exchanged referred to herein as the "Exchange Rate"). Such right shall be exercised by a written notice to the Corporation from the holder of such Partnership Units stating that such holder desires to exchange a stated number of Partnership Units into an equal number of shares of Class A Common Stock, accompanied by instruments of transfer to the Corporation, in form satisfactory to the Corporation and to the Corporation's transfer agent (the "Transfer Agent"), duly executed by such holder or such holder's duly authorized attorney, and transfer tax stamps or funds therefor, if required pursuant to this Article V, in respect of the Partnership Units to be exchanged, in each case delivered during normal business hours at the principal executive offices of the Corporation or at the office of the Transfer Agent. Notwithstanding the foregoing, no holder of a Partnership Unit shall be entitled to exchange such Partnership Unit for a share of Class A Common Stock if such exchange would be prohibited under applicable federal or state securities laws or regulations.

(2) As promptly as practicable following the surrender for exchange of Partnership Units in the manner provided in this Article V and the payment in cash of any amount required by the provisions of this Article V, the Corporation shall deliver or cause to be delivered at the principal executive offices of the Corporation or at the office of the Transfer Agent the number of shares of Class A Common Stock issuable upon such exchange, issued in such name or names as such holder may direct. Upon the date any such Partnership Units are surrendered for exchange, all rights of the holder of such Partnership Units as such holder shall cease, and the person or persons in whose name or names the shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock.

(B) Stock Splits, Stock Dividends and Reclassifications. The Exchange Rate shall be adjusted accordingly if there is: (1) any subdivision (by any unit split, unit distribution,

reclassification, recapitalization or otherwise) or combination (by reverse unit split, reclassification, recapitalization or otherwise) of the Partnership Units that is not accompanied by an identical subdivision or combination of the Class A Common Stock; or (2) any subdivision (by any stock split, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, reclassification, recapitalization or otherwise) of the Class A Common Stock that is not accompanied by an identical subdivision or combination of the Partnership Units. In the event of a reclassification or other similar transaction as a result of which the shares of Class A Common Stock are converted into another security, then a holder of Partnership Units shall be entitled to receive upon exchange the amount of such security that such holder would have received if such exchange had occurred immediately prior to the effective date of such reclassification or other similar transaction. Except as may be required in the immediately preceding sentence, no adjustments in respect of dividends shall be made upon the exchange of any Partnership Unit; provided, however, that if a Partnership Unit shall be exchanged subsequent to the record date for the payment of a dividend or other distribution on Partnership Units but prior to the date of such payment, then the registered holder of such Partnership Unit at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on such Partnership Unit on such payment date notwithstanding the exchange thereof or the default in payment of the dividend or distribution due on such payment date.

(C) Shares Reserved for Issuance. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of issuance upon exchange of the Partnership Units, such number of shares of Class A Common Stock that shall be issuable upon the exchange of all such outstanding Partnership Units; provided, that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the exchange of the Partnership Units by delivery of purchased shares of Class A Common Stock which are held in the treasury of the Corporation. The Corporation covenants that if any shares of Class A Common Stock require registration with or approval of any governmental authority under any federal or state law before such shares of Class A Common Stock may be issued upon exchange, the Corporation shall use commercially reasonable efforts to cause such shares to be duly registered or approved, as the case may be. The Corporation shall use commercially reasonable efforts to list the shares of Class A Common Stock required to be delivered upon exchange prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Class A Common Stock may be listed or traded at the time of such delivery. The Corporation covenants that all shares of Class A Common Stock that shall be issued upon exchange of the Partnership Units will, upon issue, be validly issued, fully paid and non-assessable.

(D) Taxes. The issuance of shares of Class A Common Stock upon exchange of Partnership Units shall be made without charge to the holders of such Partnership Units for any stamp or other similar tax in respect of such issuance; provided, however, that if any such shares to be issued in a name other than that of the holder of the Partnership Units exchanged, then the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax that may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Corporation that such tax has been paid or is not payable.

Section 5.2. Amendment of Article V. Notwithstanding anything to the contrary contained in this Amended and Restated Certificate of Incorporation, and in addition to any other vote required by the DGCL or this Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least a majority in voting power of the Class B Common Stock, voting separately as a class, shall be required to alter, amend or repeal this Article V or to adopt any provision inconsistent therewith.

ARTICLE VI

Section 6.1. By-Laws. In furtherance and not in limitation of the powers conferred by the DGCL, the Board is expressly authorized to make, amend, alter, change, add to or repeal the by-laws of the Corporation without the assent or vote of the stockholders in any manner not inconsistent with the law of the State of Delaware or this Amended and Restated Certificate of Incorporation. Notwithstanding anything to the contrary contained in this Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least 80% of the voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to make, amend, alter, change, add to or repeal any provision of the by-laws of the Corporation.

ARTICLE VII

Section 7.1. Board of Directors.

(A) The business and affairs of the Corporation shall be managed by or under the direction of the Board, with the exact number of directors to be determined from time to time by resolution adopted by affirmative vote of a majority of the Board.

(B) Notwithstanding the foregoing, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) applicable thereto. The number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to Section 7.1(A) hereof.

(C) Directors of the Corporation need not be elected by written ballot unless the by-laws of the Corporation shall so provide.

ARTICLE VIII

Section 8.1. Meetings of Stockholders. Any action required or permitted to be taken by the holders of stock of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders; provided, however, that any action required or permitted to be taken by the holders of Class B Common Stock, voting separately as a class, or, to the extent expressly permitted by the certificate of designation relating to one or more series of Preferred Stock, by the holders of such

series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant class or series having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board, the Chairman of the Board or the Chief Executive Officer of the Corporation.

ARTICLE IX

Section 9.1. Limited Liability of Directors. No director of the Corporation will have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Neither the amendment nor the repeal of this Article IX shall eliminate or reduce the effect thereof in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article IX, would accrue or arise, prior to such amendment or repeal.

ARTICLE X

Section 10.1. Indemnification. To the fullest extent permitted by the law of the State of Delaware as it presently exists or may hereafter be amended, the Corporation shall indemnify any person (and 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 or proceeding (brought in the right of the Corporation 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 director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, limited liability company, nonprofit entity or other enterprise, for and against all loss and liability suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by such person or such heirs, executors or administrators in connection with such action, suit or proceeding, including appeals. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.3 hereof, the Corporation shall be required to indemnify a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the Board.

Section 10.2. Advance of Expenses. To the fullest extent permitted by the laws of the State of Delaware, the Corporation shall promptly pay expenses (including attorneys' fees) incurred by any person described in Section 10.1 hereof in appearing at, participating in or

defending any action, suit or proceeding in advance of the final disposition of such action, suit 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 Article X or otherwise. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.3 hereof, the Corporation shall be required to pay expenses of a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the Board.

Section 10.3. Unpaid Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Article X is not paid in full within thirty (30) days after a written claim therefor by any person described in Section 10.1 has been received by the Corporation, such person 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 expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that such person is not entitled to the requested indemnification or advancement of expenses under applicable law.

Section 10.4. Insurance. To the fullest extent permitted by the law of the State of Delaware, the Corporation may purchase and maintain insurance on behalf of any person described in Section 10.1 against any liability asserted against such person, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article X or otherwise.

Section 10.5. Non-Exclusivity of Rights. The provisions of this Article X shall be applicable to all actions, claims, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after its adoption. The provisions of this Article X shall be deemed to be a contract between the Corporation and each director or officer (or legal representative thereof) who serves in such capacity at any time while this Article X and the relevant provisions of the law of the State of Delaware and other applicable law, if any, are in effect, and any alteration, amendment or repeal hereof shall not affect any rights or obligations then existing with respect to any state of facts or any action, suit or proceeding then or theretofore existing, or any action, suit or proceeding thereafter brought or threatened based in whole or in part on any such state of facts. If any provision of this Article X shall be found to be invalid or limited in application by reason of any law or regulation, it shall not affect the validity of the remaining provisions hereof. The rights of indemnification provided in this Article X 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 Amended and Restated Certificate of Incorporation, the by-laws of the Corporation, vote of stockholders or directors or otherwise, 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 Corporation that indemnification of any person whom the Corporation is obligated to indemnify pursuant to Section 10.1 hereof shall be made to the fullest extent permitted by law.

For purposes of this Article X, references to “other enterprises” 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

Corporation" shall include any service as a director, officer, employee or agent of the Corporation 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.

This Article X shall not limit the right of the Corporation, 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 persons described in Section 10.1 hereof.

ARTICLE XI

Section 11.1. Severability. If any provision or provisions of this Amended and Restated Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Amended and Restated Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Amended and Restated Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Amended and Restated Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Amended and Restated Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

* * *

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by _____, its _____ this ____ day of _____ 200__.

EVERCORE PARTNERS INC.

By: _____

Name:
Title:

Exhibit 3.2

AMENDED AND RESTATED

BY-LAWS

OF

EVERCORE PARTNERS INC.

ARTICLE I.

STOCKHOLDERS

Section 1. The annual meeting of the stockholders of Evercore Partners Inc. (the "Corporation") for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting shall be held on such date, and at such time and place, if any, within or without the State of Delaware as may be designated from time to time by the Board of Directors of the Corporation (the "Board").

Section 2. Subject to the rights of the holders of any class or series of preferred stock of the Corporation, special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board, the Chairman of the Board or the Chief Executive Officer of the Corporation.

Section 3. Except as otherwise provided by law, the certificate of incorporation of the Corporation or these By-Laws, notice of the time, place (if any) and, in the case of a special meeting, the purpose or purposes of the meeting of stockholders shall be given not more than sixty (60), nor less than ten (10), days previous thereto, to each stockholder of record entitled to vote at the meeting at such address as appears on the records of the Corporation.

Section 4. The holders of a majority in voting power of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided herein, by statute or by the certificate of incorporation of the Corporation; but if at any meeting of stockholders there shall be less than a quorum present, the chairman of the meeting or the stockholders present may, to the extent permitted by law, adjourn the meeting from time to time without further notice other than announcement at the meeting of the date, time and place, if any, of the adjourned meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if, after the adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority of the outstanding shares of such class

or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter.

Section 5. The Chairman of the Board, or in the Chairman's absence or at the Chairman's direction, the Chief Executive Officer, or in the Chief Executive Officer's absence or at the Chief Executive Officer's direction, any officer of the Corporation shall call all meetings of the stockholders to order and shall act as chairman of any such meetings. The Secretary of the Corporation or, in such officer's absence, an Assistant Secretary shall act as secretary of the meeting. If neither the Secretary nor an Assistant Secretary is present, the chairman of the meeting shall appoint a secretary of the meeting. Unless otherwise determined by the Board prior to the meeting, the chairman of the meeting shall determine the order of business and shall have the authority in his or her discretion to regulate the conduct of any such meeting, including, without limitation, convening the meeting and adjourning the meeting (whether or not a quorum is present), imposing restrictions on the persons (other than stockholders of record of the Corporation or their duly appointed proxies) who may attend any such meeting, whether any stockholder or stockholder's proxy may be excluded from any meeting of stockholders based upon any determination by the chairman of the meeting, in his or her sole discretion, that any such person has unduly disrupted or is likely to disrupt the proceedings thereat, and the circumstances in which any person may make a statement or ask questions at any meeting of stockholders.

Section 6. At all meetings of stockholders, any stockholder entitled to vote thereat shall be entitled to vote in person or by proxy, but no proxy shall be voted after three years from its date, unless such proxy provides for a longer period. Without limiting the manner in which a stockholder may authorize another person or persons to act for the stockholder as proxy pursuant to the General Corporation Law of the State of Delaware (the "DGCL"), the following shall constitute a valid means by which a stockholder may grant such authority: (1) a stockholder may execute a writing authorizing another person or persons to act for the stockholder as proxy, and execution of the writing may be accomplished by the stockholder or the stockholder's authorized officer, director, employee or agent signing such writing or causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature; or (2) a stockholder may authorize another person or persons to act for the stockholder as proxy by transmitting or authorizing the transmission of a telegram, cablegram, or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, provided that any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. If it is determined that such telegrams, cablegrams or other electronic transmissions are valid, the inspector or inspectors of stockholder votes or, if there are no such inspectors, such other persons making that determination shall specify the information upon which they relied.

Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to the preceding paragraph of this Section 6 may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile

telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Proxies shall be filed with the secretary of the meeting prior to or at the commencement of the meeting to which they relate.

Section 7. When a quorum is present at any meeting, the vote of the holders of a majority of the votes cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of the certificate of incorporation of the Corporation, these By-Laws or the DGCL a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required and a quorum is present, the affirmative vote of a majority of the votes cast by shares of such class or series or classes or series shall be the act of such class or series or classes or series, unless the question is one upon which by express provision of the certificate of incorporation of the Corporation, these By-Laws or the DGCL a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 8. In order that the Corporation may determine the stockholders (a) entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or (b) entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date (i) in the case of clause (a) above, shall not be more than sixty nor less than ten days before the date of such meeting and (ii) in the case of clause (b) above, shall not be more than sixty days prior to such action. If for any reason the Board shall not have fixed a record date for any such purpose, the record date for such purpose shall be determined as provided by law. Only those stockholders of record on the date so fixed or determined shall be entitled to any of the foregoing rights, notwithstanding the transfer of any such stock on the books of the Corporation after any such record date so fixed or determined.

Section 9. At any time when the certificate of incorporation of the Corporation permits action by one or more classes of stockholders of the Corporation to be taken by written consent, the provisions of this section shall apply. All consents properly delivered in accordance with the certificate of incorporation of the Corporation, this section and the DGCL shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered to the Corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date of the meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation. Any action taken pursuant to such written consent or consents of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof. In order that the Corporation may determine the stockholders

entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. If no record date has been fixed by the Board and prior action by the Board is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

Section 10. The officer who has charge of the stock ledger of the Corporation shall prepare and make at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 11. The Board, in advance of all meetings of the stockholders, shall appoint one or more inspectors of stockholder votes, who may be employees or agents of the Corporation or stockholders or their proxies, but not directors of the Corporation or candidates for office. In the event that the Board fails to so appoint one or more inspectors of stockholder votes or, in the event that one or more inspectors of stockholder votes previously designated by the Board fails to appear or act at the meeting of stockholders, the chairman of the meeting may appoint one or more inspectors of stockholder votes to fill such vacancy or vacancies. Inspectors of stockholder votes appointed to act at any meeting of the stockholders, before entering upon the discharge of their duties, shall take and sign an oath to faithfully execute the duties of inspector of stockholder votes with strict impartiality and according to the best of their ability and the oath so taken shall be subscribed by them. Inspectors of stockholder votes shall, subject to the power of the chairman of the meeting to open and close the polls, take charge of the polls, and, after the voting, shall make a certificate of the result of the vote taken.

Section 12. (A) *Annual Meetings of Stockholders.* (1) Nominations of persons for election to the Board and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Article I, Section 3 of these By-Laws, (b) by or at the direction of the Board or any committee thereof or (c) by any stockholder of the Corporation who is entitled to vote on such election or such business at the meeting, who complied with the notice procedures set forth in subparagraphs (2) and (3) of this paragraph (A) of this By-Law and who was a stockholder of record at the time such notice is delivered to the Secretary of the Corporation.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, and, in the case of business other than nominations, such other business must be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days 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 advanced by more than twenty (20) days, or delayed by more than seventy (70) days, from such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made; *and provided further*, that for purposes of the application of Rule 14a-4(c) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (or any successor provision), the date for notice specified in this paragraph (A)(2) shall be the earlier of the date calculated as hereinbefore provided or the date specified in paragraph (c)(1) of Rule 14a-4. For purposes of the first annual meeting of stockholders of the Corporation held after 2006, the anniversary date shall be deemed to be May 15, 2007.

Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these By-Laws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder intends to appear in person or by proxy at the meeting to propose such business or nomination, and (iv) a representation whether the stockholder or the beneficial owner, if any, intends or is 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 Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies from stockholders in support of such proposal or nomination. The foregoing notice requirements of this Section 12 shall be deemed satisfied by a stockholder if the stockholder has notified the Corporation of his or her intention to present a proposal or nomination at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) promulgated under the Exchange Act and such stockholder's proposal or nomination has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting. The Corporation 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 Corporation.

(3) Notwithstanding anything in the second sentence of paragraph (A)(2) of this By-Law to the contrary, in the event that the number of directors to be elected to the Board is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board made by the Corporation at least eighty (80) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this By-Law shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth day following the day on which a public announcement of such increase is first made by the Corporation; provided that, if no such announcement is made at least ten (10) days before the meeting, then no such notice shall be required.

(B) *Special Meetings of Stockholders.* Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting pursuant to Article I, Section 3 of these By-Laws. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board or (b) by any stockholder of the Corporation who is entitled to vote on such election at the meeting, who complies with the notice procedures set forth in this By-Law and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. Nominations by stockholders of persons for election to the Board may be made at such a special meeting of stockholders if the stockholder's notice as required by paragraph (A)(2) of this By-Law shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or the tenth 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 to be elected at such meeting.

(C) *General.* (1) Only persons who are nominated in accordance with the procedures set forth in this By-Law shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this By-Law. Except as otherwise provided by law, the certificate of incorporation of the Corporation or these By-Laws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in this By-Law

and, if any proposed nomination or business is not in compliance with this By-Law, to declare that such defective nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 12, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 12, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(2) For purposes of this By-Law, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed or furnished by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(3) For purposes of this By-Law, no adjournment or postponement or notice of adjournment or postponement of any meeting shall be deemed to constitute a new notice of such meeting for purposes of this Section 12, and in order for any notification required to be delivered by a stockholder pursuant to this Section 12 to be timely, such notification must be delivered within the periods set forth above with respect to the originally scheduled meeting.

(4) Notwithstanding the foregoing provisions of this By-Law, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this By-Law. Nothing in this By-Law shall (a) be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (b) apply to the right, if any, of the holders of any series of Preferred Stock (as defined in the certificate of incorporation of the Corporation) to elect directors pursuant to any applicable provisions of the certificate of incorporation of the Corporation.

ARTICLE II.

BOARD OF DIRECTORS

Section 1. The Board shall consist, subject to the certificate of incorporation of the Corporation, of such number of directors as shall from time to time be fixed exclusively by resolution adopted by affirmative vote of the majority of the Board. Directors shall (except as hereinafter provided for the filling of vacancies and newly created directorships) be elected by the holders of a plurality of the votes cast by the holders of shares present in person or represented by proxy at the meeting and entitled to vote on the election of such directors. A majority of the total number of directors then in office (but not less than one-third of the number of directors constituting the entire Board) shall constitute a quorum for the transaction of business. Except as otherwise provided by law, these By-Laws or by the certificate of

incorporation of the Corporation, 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. Directors need not be stockholders.

Section 2. Subject to the certificate of incorporation of the Corporation, unless otherwise required by law, any newly created directorship on the Board that results from an increase in the number of directors and any vacancy occurring in the Board shall be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 3. Meetings of the Board shall be held at such place, if any, within or without the State of Delaware as may from time to time be fixed by resolution of the Board or as may be specified in the notice of any meeting. Regular meetings of the Board shall be held at such times as may from time to time be fixed by resolution of the Board and special meetings may be held at any time upon the call of the Chairman of the Board or the Chief Executive Officer, by oral or written notice, including telegraph, telex or transmission of a telecopy, e-mail or other means of electronic transmission, duly served on or sent and delivered to each director to such director's address, e-mail address or telephone or telecopy number as shown on the books of the Corporation not less than twenty-four (24) hours before the meeting. The notice of any meeting need not specify the purposes thereof. A meeting of the Board may be held without notice immediately after the annual meeting of stockholders at the same place, if any, at which such meeting is held. Notice need not be given of regular meetings of the Board held at times fixed by resolution of the Board. Notice of any meeting need not be given to any director who shall attend such meeting (except when the director attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened), or who shall waive notice thereof, before or after such meeting, in writing (including by electronic transmission).

Section 4. Notwithstanding the foregoing, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal, and other features of such directorships shall be governed by the terms of the certificate of incorporation of the Corporation (including any certificate of designation relating to any series of Preferred Stock) applicable thereto. The number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to the certificate of incorporation of the Corporation and these By-Laws. Except as otherwise expressly provided in the terms of such series, the number of directors that may be so elected by the holders of any such series of stock shall be elected for terms expiring at the next annual meeting of stockholders, and vacancies among directors so elected by the separate vote of the holders of any such series of Preferred Stock shall be filled by the affirmative vote of a majority of the remaining directors elected by such series, or, if there are no such remaining directors, by the holders of such series in the same manner in which such series initially elected a director.

Section 5. If at any meeting for the election of directors, the Corporation has outstanding more than one class of stock, and one or more such classes or series thereof are entitled to vote separately as a class to elect directors, and there shall be a quorum of only one

such class or series of stock, that class or series of stock shall be entitled to elect its quota of directors notwithstanding absence of a quorum of the other class or series of stock.

Section 6. The Board may from time to time establish one or more committees of the Board to serve at the pleasure of the Board, which shall be comprised of such members of the Board and have such duties as the Board shall from time to time determine. Any director may belong to any number of committees of the Board. The Board may also establish such other committees with such members (whether or not directors) and with such duties as the Board may from time to time determine. 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. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or 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 otherwise provided in the certificate of incorporation, these By-Laws or the resolution of the Board designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Section 7. Unless otherwise restricted by the certificate of incorporation of the Corporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing (including by electronic transmission), and the writing or writings are filed with the minutes of proceedings of the Board.

Section 8. The members of the Board or any committee thereof may participate in a meeting of such Board or committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this subsection shall constitute presence in person at such a meeting.

Section 9. The Board may establish policies for the compensation of directors and for the reimbursement of the expenses of directors, in each case, in connection with services provided by directors to the Corporation.

ARTICLE III.

OFFICERS

Section 1. The Board, at its next meeting following each annual meeting of the stockholders, shall elect officers of the Corporation, including a President, Chief Executive Officer and a Secretary. The Board may also from time to time elect such other officers (including one or more Presidents, Vice Presidents, a Treasurer, one or more Assistant Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers) as it may deem proper or may delegate to any elected officer of the Corporation the power to appoint and remove any such other officers and to prescribe their respective terms of office, authorities and duties. Any Vice President may be designated Executive, Senior or Corporate, or may be given

such other designation or combination of designations as the Board or the Chief Executive Officer may determine. Any two or more offices may be held by the same person. The Board may also elect or appoint a Chairman of the Board, who may or may not also be an officer of the Corporation. The Board may elect or appoint co-Chairmen of the Board, co-Presidents or co-Chief Executive Officers and, in such case, references in these By-Laws to the Chairman of the Board, the President or the Chief Executive Officer shall refer to either such co-Chairman of the Board, co-President or co-Chief Executive Officer, as the case may be.

Section 2. All officers of the Corporation elected by the Board shall hold office for such terms as may be determined by the Board or until their respective successors are chosen and qualified. Any officer may be removed from office at any time either with or without cause by affirmative vote of a majority of the members of the Board then in office, or, in the case of appointed officers, by any elected officer upon whom such power of removal shall have been conferred by the Board.

Section 3. Each of the officers of the Corporation elected by the Board or appointed by an officer in accordance with these By-Laws shall have the powers and duties prescribed by law, by these By-Laws or by the Board and, in the case of appointed officers, the powers and duties prescribed by the appointing officer, and, unless otherwise prescribed by these By-Laws or by the Board or such appointing officer, shall have such further powers and duties as ordinarily pertain to that office. The Chief Executive Officer shall have authority over the general direction of the affairs of the Corporation.

Section 4. Unless otherwise provided in these By-Laws, in the absence or disability of any officer of the Corporation, the Board may, during such period, delegate such officer's powers and duties to any other officer or to any director and the person to whom such powers and duties are delegated shall, for the time being, hold such office.

ARTICLE IV.

CORPORATE BOOKS

The books of the Corporation may be kept inside or outside of the State of Delaware at such place or places as the Board may from time to time determine.

ARTICLE V.

CHECKS, NOTES, PROXIES, ETC.

All checks and drafts on the Corporation's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers or agent or agents as shall be authorized from time to time by the Board or such officer or officers who may be delegated such authority. Proxies to vote and consents with respect to securities of other corporations owned by or standing in the name of the Corporation may be executed and delivered from time to time on

behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, or by such officers as the Chairman of the Board, the Chief Executive Officer or the Board may from time to time determine.

ARTICLE VI.

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January in each year and shall end on the thirty-first day of December following.

ARTICLE VII.

CORPORATE SEAL

The corporate seal shall have inscribed thereon the name of the Corporation. In lieu of the corporate seal, when so authorized by the Board or a duly empowered committee thereof, a facsimile thereof may be impressed or affixed or reproduced.

ARTICLE VIII.

AMENDMENTS

These By-Laws may be made, amended, altered, changed, added to or repealed at any meeting of the Board or of the stockholders; provided, in the case of a meeting of the stockholders, that notice of the proposed change was given in the notice of the meeting of the stockholders; provided, further, that notwithstanding any other provisions of these By-Laws or any provision of law which might otherwise permit a lesser vote of the stockholders, the affirmative vote of the holders of at least 80% of the voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to make, amend, alter, change, add to or repeal any provision of these By-Laws.

Exhibit 10.1

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

EVERCORE LP

Dated as of [_____], 2006

THE PARTNERSHIP UNITS OF EVERCORE LP HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS AND ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH UNITS 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 AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT. THE UNITS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS LIMITED PARTNERSHIP AGREEMENT. THEREFORE, PURCHASERS OF SUCH UNITS 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

EVERCORE LP

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "Agreement") of Evercore LP (the "Partnership") is made as of the [_____] day of [_____], 2006, by and among Evercore Partners Inc., a corporation formed under the laws of the State of Delaware, as general partner, and the Limited Partners (as defined herein) of the Partnership.

W I T N E S S E T H:

WHEREAS, the Partnership was formed as a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. Section 17-101, et seq., as it may be amended from time to time (the "Act"), by the filing of a Certificate of Limited Partnership (the "Certificate") with the Office of the Secretary of State of the State of Delaware on May 12, 2006;

WHEREAS, the parties hereto desire to enter into this Agreement to amend and restate the Limited Partnership Agreement of the Partnership dated as of May 12, 2006; and

WHEREAS, the parties hereto desire to enter into this Amended and Restated Limited Partnership Agreement of the Partnership and to replace the general partner and permit the admission of the Limited Partners to the Partnership.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the Original Agreement (as defined herein) in its entirety to read as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Capitalized terms used herein without definition have the following meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

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

"Additional Credit Amount" has the meaning set forth in Section 4.01(b)(ii).

"Adjusted Capital Account Balance" means, with respect to each Partner, the balance in such Partner's Capital Account adjusted (i) by taking into account the adjustments, allocations and distributions described in U.S. Treasury Regulations Sections 1.704-1(b)(2)(ii)(c)(4), (5) and (6); and (ii) by adding to such balance such Partner's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, determined

pursuant to Regulations Sections 1.704-2(g) and 1.704-2(i)(5) any amounts such Partner is obligated to restore pursuant to any provision of this Agreement or by applicable law. The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

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

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

"Amended Tax Amount" has the meaning set forth in Section 4.01(b)(ii).

"Assignee" has the meaning set forth in Section 8.08.

"Assumed Tax Rate" means the highest effective marginal combined U.S. federal, state and local income tax rate for a Fiscal Year prescribed for an individual or corporate resident in New York, New York (taking into account (a) the nondeductiblity of expenses subject to the limitation described in Section 67(a) of the Code and (b) the character (e.g., long-term or short-term capital gain or ordinary or exempt income) of the applicable income, but not taking into account the deductibility of state and local income taxes for U.S. federal income tax purposes). For the avoidance of doubt, the Assumed Tax Rate will be the same for all Partners.

"Available Cash" means, with respect to any fiscal period, the amount of cash on hand which the General Partner, in its reasonable discretion, deems available for distribution to the Partners, taking into account all debts, liabilities and obligations of the Partnership then due and amounts which the General Partner, in its reasonable discretion, deems necessary to expend or retain for working capital or to place into reserves for customary and usual claims with respect to the Partnership's operations.

"Beneficial Ownership" means such term as set forth in Rule 13d-3 under the Exchange Act.

"Capital Account" means the separate capital account maintained for each Partner in accordance with Section 5.03 hereof.

"Capital Contribution" means, with respect to any Partner, the aggregate amount of money contributed to the Partnership and the Carrying Value of any property (other than money), net of any liabilities assumed by the Partnership upon contribution or to which such property is subject, contributed to the Partnership pursuant to Article V.

"Carrying Value" means, with respect to any asset of the Partnership, the asset's adjusted basis for U.S. federal income tax purposes, except that the Carrying Values of all such assets shall be adjusted to equal their respective fair market values (as reasonably determined by the General Partner) in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, immediately

prior to: (a) the date of the acquisition of any additional Interest by any new or existing Partner in exchange for more than a de minimis capital contribution to the Partnership, (b) the date of the distribution of more than a de minimis amount of Partnership property (other than a pro rata distribution) to a Partner or (c) the date of a grant of any additional Interest to any new or existing Partner as consideration for the provision of services to or for the benefit of the partnership; provided, that adjustments pursuant to clauses (a), (b) and (c) above shall be made only if the General Partner in good faith determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners or required by regulations. The Carrying Value of any asset distributed to any Partner shall be adjusted immediately prior to such distribution to equal its gross fair market value. The Carrying Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of the asset as of the date of its contribution thereto. 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 "Profits and Losses" rather than the amount of depreciation determined for U.S. federal income tax purposes.

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

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the General Partner, as filed on [_____], 2006 with the Secretary of State of the State of Delaware pursuant to the Delaware General Corporation Law, as such certificate may be amended from time to time.

"Change of Control" means the occurrence of any of the following: (1) the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the General Partner or the Partnership to any Person if any Person or affiliated Group of Persons (other than the General Partner, a Founding Limited Partner or any of their respective Affiliates) will be, immediately following the consummation of such transaction or transactions, the beneficial owner, directly or indirectly, of more than 50% of the then outstanding securities or voting securities of such Person; (2) the dissolution of the General Partner or the Partnership (other than by way of merger, consolidation or a reorganization transaction); (3) the consummation of any transaction (including, without limitation, any merger, consolidation or a reorganization transaction) the result of which is that any Person or affiliated Group of Persons (other than the General Partner, a Founding Limited Partner or any of their respective Affiliates) becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding Partnership Units and/or more than 50% of the voting power of the General Partner's then outstanding voting securities; or (4) the consummation of any transaction subject to Rule 13e-3 under the Exchange Act.

"Charity" means any organization that is organized and operated for a purpose described in Section 170(c) of the Code (determined without reference to Code Section 170(c)(2)(A)) and described in Code Sections 2055(a) and 2522 or any organization that is organized and operates according to the Mexican Civil Code for each of the federal entities and is incorporated for the realization of a common goal, which should not be mainly of an economic nature.

"Class" means the classes of Units into which the interests in the Partnership may be classified or divided from time to time pursuant to the provisions of this Agreement.

"Class A Common Stock" means Class A common stock, par value $0.0001 per share, of the General Partner.

"Class A Units" means collectively, the Class A-1 Units and the Class A-2 Units.

"Class A-1 Units" means the Class A-1 Units of the Partnership representing the interests in the Partnership set forth in this Agreement.

"Class A-2 Units" means the Class A-2 Units of the Partnership representing the interests in the Partnership set forth in this Agreement.

"Class B Units" means, collectively, the Class B-1 Units and the Class B-2 Units.

"Class B-1 Units" means the Class B-1 Units of the Partnership representing the interests in the Partnership set forth in this Agreement.

"Class B-2 Units" means the Class B-2 Units of the Partnership representing the interests in the Partnership set forth in this Agreement.

"Class C Units" means the Class C Units of the Partnership representing the interests in the Partnership set forth in this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Contingencies" has the meaning set forth in Section 9.03(b).

"Control" (including the terms "Controlled by" and "under common Control with") 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, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

"Credit Amount" has the meaning set forth in Section 4.01(b)(ii) of this Agreement.

"Creditable Foreign Tax" means a foreign tax paid or accrued for United States federal income tax purposes by the Partnership, in either case to the extent that such tax is eligible for credit under Section 901(a) of the Code. A foreign tax is a creditable foreign tax for these purposes without regard to whether a partner receiving an allocation of such foreign tax elects to claim a credit for such amount. This definition is intended to be consistent with the definition of "creditable foreign tax" in Temporary Treasury Regulations Section 1.704-1T(b)(4)(xi)(*b*), and shall be interpreted consistently therewith.

"Disability" means, as to any Person, such Person's inability to perform in all material respects his or her duties and responsibilities to the General Partner, or any of its

Affiliates, by reason of a physical or mental disability or infirmity which inability is reasonably expected to be permanent and has continued (i) for a period of six consecutive months or (ii) such shorter period as the Equity Committee may reasonably determine in good faith.

"Disabling Event" means the General Partner ceasing to be the general partner of the Partnership pursuant to Section 17-402 of the Act.

"Dissolution Event" has the meaning set forth in Section 9.02 of this Agreement.

"Employed Initial Non-Founding Limited Partner" has the meaning set forth in Section 8.03(d) of this Agreement; provided, however, that for the purposes of Sections 8.03 and 8.04 of this Agreement only, Ms. M. Sharon Lewellen shall be considered an Employed Initial Non-Founding Limited Partner regardless of whether she is then employed by the General Partner, the Partnership or any of its subsidiaries.

"Encumbrance" means any mortgage, claim, lien, encumbrance, conditional sales or other title retention agreement, right of first refusal, preemptive right, pledge, option, charge, security interest or other similar interest, easement, judgment or imperfection of title of any nature whatsoever.

"Equity Committee" has the meaning set forth in Section 3.02.

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

"Exchange Notice" has the meaning set forth in Section 8.04(b).

"Family Trust" means, in respect of any Limited Partner, any trust, provided that (i) such trust is governed by the law of the state of New York or Alaska or the United States of Mexico; (ii) any trustee of such trust, during the period in which such trust holds Units, is a director or Senior Managing Director-level employee of the General Partner, the Partnership or any of its subsidiaries; (iii) the beneficiaries (other than remote contingent beneficiaries) of such trust are limited to the transferor, the transferor's spouse, and the ancestors and lineal descendants of the transferor; and (iv) such trust prohibits distributions of Units to the beneficiaries, other than distributions to the transferor to satisfy required annuity payments.

"Final Tax Amount" has the meaning set forth in Section 4.01(b)(ii).

"Fiscal Year" means (i) the period commencing upon the formation of the Partnership and ending on December 31, 2005 or (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31.

"Forfeited Initial Unvested Units" has the meaning set forth in Section 8.02(a).

"Founding Limited Partner" means each of Mr. Roger C. Altman, Mr. Austin M. Beutner, Mr. Pedro Aspe, the Roger C. Altman 2005 Grantor Retained Annuity Trust, Roger C. Altman 1997 Family Limited Partnership, the Austin M. Beutner 2005 Grantor

Retained Annuity Trust, A & N Associates, LP, the Beutner Family 2001 Long-Term Trust, the Paspro Trust and Fideicomiso F/147S, Banco Inbursa, S.A. Institucion de Banco Multiple, Grupo Financiero Imbursa, as Trustee of Inbrusa Trust F/1475.

"GAAP" means accounting principles generally accepted in the United States of America as in effect from time to time.

"General Partner" means Evercore Partners Inc. or any successor general partner admitted to the Partnership in accordance with the terms of this Agreement.

"Incapacity" means, with respect to any Person, the bankruptcy, dissolution, termination, entry of an order of incompetence, or the insanity, permanent disability or death of such Person.

"Incentive Plan" means any equity incentive or similar plan pursuant to which the General Partner may issue shares of Class A Common Stock from time to time.

"Initial Founding Limited Partner Units" means the aggregate number of Class A Units owned by the Founding Limited Partners on the date of this Agreement.

"Initial Non-Founding Limited Partner" means each Limited Partner as of the date of this Agreement other than the Founding Partners.

"Initial Limited Partner" means each Limited Partner as of the date of this Agreement.

"IPO" has the meaning set forth in Section 8.01(a).

"Initial Units" means, with respect to any Initial Limited Partner, the aggregate number of Units owned by such Initial Limited Partner as of the date of this Agreement.

"Initial Unvested Units" means, with respect to any Non-Founding Limited Partner, the aggregate number of Unvested Units owned by such Non-Founding Limited Partner as of the date of this Agreement.

"Intangible Assets" means the assets of the Partnership that are described in Section 197(d) of the Code.

"Intangible Asset Gain" means the net gain recognized by the Partnership with respect to the Partnership's Intangible Assets in connection with the actual or hypothetical sale of all or substantially all of the assets of the Partnership, including but not limited to net capital gain realized in connection with an adjustment to the Carrying Value of Partnership assets; provided, however, that any such gain shall constitute "Intangible Asset Gain" only to the extent that any such gain exceeds losses previously recognized in an actual or hypothetical sale of Intangible Assets.

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order issued or promulgated by any national,

supranational, state, federal, provincial, local or municipal government or any administrative or regulatory body with authority therefrom with jurisdiction over the Partnership or any Partner, as the case may be.

"Limited Partner" means each of the Persons from time to time listed as a limited partner in the books and records of the Partnership.

"Liquidation Agent" has the meaning set forth in Section 9.03 of this Agreement.

"Maximum Exchangeable Units" has the meaning set forth in Section 8.04(a).

"Net Taxable Income" has the meaning set forth in Section 4.01(b)(i).

"Non-Employed Initial Non-Founding Limited Partner" has the meaning set forth in Section 8.02(b)(i).

"Non-Founding Limited Partner" means each Limited Partner other than the Founding Partners.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b). The amount of Nonrecourse Deductions of the Partnership for a fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain of the Partnership during that fiscal year, determined according to the provisions of Treasury Regulations Section 1.704-2(c).

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

"Partners" means, at any time, each person listed as a Partner (including the General Partner) on the books and records of the Partnership, in each case for so long as he, she or it remains a Partner as provided hereunder.

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

"Partnership Minimum Gain" has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Partner Nonrecourse Debt Minimum Gain" means an amount with respect to each partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) equal to the Partnership Minimum Gain that would result if such partner nonrecourse debt were treated as a nonrecourse liability (as defined in Treasury Regulations Section 1.752-1(a)(2)) determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"Partner Nonrecourse Deductions" has the meaning ascribed to the term "partner nonrecourse deductions" set forth in Treasury Regulations Section 1.704-2(i)(2).

"Permitted Exchange" has the meaning set forth in Section 8.03(d) of this Agreement.

"Permitted Exchange Party" has the meaning set forth in Section 8.03(d) of this Agreement.

"Permitted Transferee" has the meaning set forth in Section 8.05 of this Agreement.

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, limited company, joint venture, trust, unincorporated or governmental organization or any agency or political subdivision thereof.

"Profits" and "Losses" means, for each Fiscal Year or other period, the taxable income or loss of the Partnership, or particular items thereof, determined in accordance with the accounting method used by the Partnership for U.S. federal income tax purposes with the following adjustments: (a) all items of income, gain, loss or deduction allocated pursuant to Section 5.05 shall not be taken into account in computing such taxable income or loss; (b) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss; (c) if the Carrying Value of any asset differs from its adjusted tax basis for U.S. federal income tax purposes, any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (d) upon an adjustment to the Carrying Value (other than an adjustment in respect of depreciation) 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; (e) if the Carrying Value of any asset differs from its adjusted tax basis for U.S. federal income tax purposes, the amount of depreciation, amortization or cost recovery deductions with respect to such asset for purposes of determining Profits and Losses, if any, shall be an amount which bears the same ratio to such Carrying Value as the U.S. federal income tax depreciation, amortization or other cost recovery deductions bears to such adjusted tax basis (provided, that if the U.S. federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits and Losses); and (f) except for items in (a) above, any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be treated as deductible items.

"Related Partner" means (1) with respect to Mr. Roger C. Altman, each of the Roger C. Altman 2005 Grantor Retained Annuity Trust and the Roger C. Altman 1997 Family Limited Partnership, (2) with respect to Mr. Austin M. Beutner, each of the Austin M. Beutner 2005 Grantor Retained Annuity Trust, A & N Associates, LP and the Beutner Family 2001 Long-Term Trust and (3) with respect to Mr. Pedro Aspe, each of the Paspro Trust and the Fideicomiso F/147S, Banco Inbursa, S.A. Institucion de Banco Multiple, Grupo Financiero Imbursa, as Trustee of Inbrusa Trust F/1475.

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

"Tax Advance" has the meaning set forth in Section 5.07.

"Tax Amount" has the meaning set forth in Section 4.01(b)(i).

"Tax Distribution" has the meaning set forth in Section 4.01(b)(i).

"Tax Matters Partner" has the meaning set forth in Section 5.08.

"Total Percentage Interest" means, with respect to any Partner, the quotient obtained by dividing the number of Units (vested or unvested) then owned by such Partner by the number of Units then owned by all Partners.

"Transfer" means, in respect of any Unit, property or other asset, any sale, assignment, transfer, distribution or other disposition thereof, whether voluntarily or by operation of Law, including, without limitation, the exchange of any Unit for any other security.

"Transferee" means any Person that is a transferee of a Partner's interest in the Partnership, or part thereof.

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Units" means the Class A Units, the Class B Units, the Class C Units and any other class of units authorized in accordance with this Agreement, which shall constitute interests in the Partnership as provided in this Agreement and under the Act, entitling the holders thereof to the relative rights, title and interests in the profits, losses, deductions and credits of the Partnership at any particular time as set forth in this Agreement, and any and all other benefits to which a holder thereof may be entitled as a Partner as provided in this Agreement, together with the obligations of such Partner to comply with all terms and provisions of this Agreement.

"Unvested Units" means those Class B Units, Class C Units and any other Class of Units listed as unvested Units in Schedule I attached hereto, as the same may be amended from time to time in accordance with this Agreement.

"Vested Percentage Interest" means, with respect to any Partner, the quotient obtained by dividing the number of Vested Units then owned by such Partner by the number of Vested Units then owned by all Partners.

"Vested Initial Units" means those Units listed either as Class A Units, vested Class B Units, vested Class C Units in Schedule I attached hereto as of the date of this Agreement, and any additional Initial Units that have vested from time to time in accordance with Section 8.01 of this Agreement.

"Vested Units" means those Units listed either as Class A Units, vested Class B Units, vested Class C Units or any other Class of Units listed as vested in Schedule I attached hereto, as the same may be amended from time to time in accordance with this Agreement.

ARTICLE II

FORMATION, TERM, PURPOSE AND POWERS

SECTION 2.01. Formation. The Partnership was formed as a limited partnership under the provisions of the Act by the filing on May [__], 2006 of the Certificate with the Secretary of State of the State of Delaware. 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 and (c) all other filings required to be made by the Partnership.

SECTION 2.02. Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, Evercore LP.

SECTION 2.03. Term. The term of the Partnership commenced on the date of the filing of the Certificate, and the term shall continue for a term as set forth in the Certificate, subject to the provisions set forth in Article IX and applicable Law. The existence of the Partnership as a separate legal entity shall continue until cancellation of the Certificate in the manner required by the Act.

SECTION 2.04. Offices. The Partnership may have offices at such places within or without the State of Delaware as the General Partner from time to time may select.

SECTION 2.05. Agent for Service of Process. The Partnership's registered agent for service of process in the State of Delaware shall be as set forth in the Certificate, as the same may be amended by the General Partner from time to time.

SECTION 2.06. Business Purpose. The Partnership was formed for the object and purpose of, and the nature of the business to be conducted by the Partnership is, engaging in any lawful act or activity for which limited partnerships may be formed under the Act.

SECTION 2.07. Powers of the Partnership. Subject to the limitations set forth in this Agreement, the Partnership will possess and may exercise all of the powers and privileges granted to it by the Act, 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 Partnership set forth in Section 2.06.

SECTION 2.08. Partners; Admission of New Partners. Each of the Persons listed on Schedule I attached hereto, as the same may be amended from time to time in accordance with this Agreement, by virtue of the execution of this Agreement, are Partners of the Partnership. The rights and liabilities of the Partners shall be as provided in the Act, except as is otherwise expressly provided herein. A Person may be admitted from time to time as a new Partner in accordance with Section 8.09; provided, however, that each new Partner shall execute an appropriate supplement to

this Agreement pursuant to which the new Partner agrees to be bound by the terms and conditions of the Agreement, as it may be amended from time to time.

SECTION 2.09. Withdrawal. No Partner shall have the right to withdraw as a Partner of the Partnership other than following the Transfer of all Units owned by such Partner in accordance with Article VIII; provided, however, that a new General Partner or substitute General Partner may be admitted to the Partnership in accordance with Section 8.09.

ARTICLE III

MANAGEMENT

SECTION 3.01. General Partner. (a) The business, property and affairs of the Partnership shall be managed under the sole, absolute and exclusive direction of the General Partner, which may from time to time delegate authority to officers or to others to act on behalf of the Partnership.

(b) Without limiting the foregoing provisions of this Section 3.01, the General Partner shall have the general power to manage or cause the management of the Partnership, which may be delegated to officers of the Partnership, including, without limitation, the following powers:

(i) to develop and prepare a business plan each year which will set forth the operating goals and plans for the Partnership;

(ii) to execute and deliver or to authorize the execution and delivery of contracts, deeds, leases, licenses, instruments of transfer and other documents on behalf of the Partnership;

(iii) to employ, retain, consult with and dismiss personnel;

(iv) to establish and enforce limits of authority and internal controls with respect to all personnel and functions;

(v) to engage attorneys, consultants and accountants for the Partnership;

(vi) to develop or cause to be developed accounting procedures for the maintenance of the Partnership's books of account; and

(vii) to do all such other acts as shall be authorized in this Agreement or by the Partners in writing from time to time.

(c) If the General Partner is an entity, it shall be organized under the laws of the United States or any political subdivision thereof. If the General Partner is an individual, it shall be a citizen of the United States.

SECTION 3.02. Equity Committee. The General Partner shall establish a committee initially comprised of Roger C. Altman, Austin M. Beutner and Pedro Aspe (the "Equity

Committee"). The Equity Committee shall have the sole authority to take the actions permitted to be taken by the Equity Committee pursuant to this Agreement. All decisions made by the Equity Committee must be unanimously decided by the members of the Equity Committee. The General Partner may not appoint additional members to serve on the Equity Committee without the unanimous prior approval of the Equity Committee. At such time as an Equity Committee member is not employed by, or does not serve as a director of, the General Partner, the Partnership or its subsidiaries, such member shall no longer serve as a member of the Equity Committee.

SECTION 3.03. Compensation. The General Partner shall not be entitled to any compensation for services rendered to the Partnership in its capacity as General Partner.

SECTION 3.04. Expenses. The Partnership shall bear and/or reimburse the General Partner for any expenses incurred by the General Partner.

SECTION 3.05. Officers. Subject to the direction of the General Partner, the day-to-day administration of the business of the Partnership may be carried out by employees and agents who may be designated as officers by the General Partner, with titles including but not limited to "chief executive officer," "president," "vice president," "treasurer," "assistant treasurer," "secretary," "assistant secretary," "general manager," "senior managing director," "managing director," "general counsel," "director" and "chief financial officer," as and to the extent authorized by the General Partner. The officers of the Partnership shall have such titles and powers and perform such duties as shall be determined from time to time by the General Partner and otherwise as shall customarily pertain to such offices. Any number of offices may be held by the same person. All officers shall be subject to the supervision and direction of the General Partner and may be removed from such office by the General Partner and the authority, duties or responsibilities of any officer of the Partnership may be suspended by the General Partner from time to time, in each case in the sole discretion of the General Partner.

SECTION 3.06. Authority of Partners. No Limited Partner, in its capacity as such, shall participate in or have any control over the business of the Partnership. Except as expressly provided herein, the Units do not confer any rights upon the Limited Partners to participate in the conduct, control or management of the business of the Partnership described in this Agreement, which conduct, control and management shall be vested exclusively in the General Partner. In all matters relating to or arising out of the conduct of the operation of the Partnership, the decision of the General Partner shall be the decision of the Partnership. Except as required or permitted by Law, or expressly provided in the ultimate sentence of this Section 3.06 or by separate agreement with the Partnership, no Partner who is not also a General Partner (and acting in such capacity) shall take any part in the management or control of the operation or business of the Partnership in its capacity as a Partner, nor shall any Partner who is not also a General Partner (and acting in such capacity) have any right, authority or power to act for or on behalf of or bind the Partnership in his or its capacity as a Partner in any respect or assume any obligation or responsibility of the Partnership or of any other Partner. Notwithstanding the foregoing, the Partnership may employ one or more Partners from time to time, and such Partners, in their capacity as employees of the Partnership, may take part in the control and management of the business of the Partnership to the extent such authority and power to act for or on behalf of the Partnership has been delegated to them by the General Partner.

SECTION 3.07. Action by Written Consent. Any action required or permitted to be taken by the Partners pursuant to this Agreement shall be taken if all Partners whose consent is required consent thereto in writing.

ARTICLE IV

DISTRIBUTIONS

SECTION 4.01. Distributions. (a) The General Partner, in its discretion, may authorize distributions by the Partnership to the Partners, which distributions shall be made *pro rata* in accordance with the Partners' respective Vested Percentage Interests. Notwithstanding the immediately preceding sentence, in the event of an extraordinary dividend, refinancing, recapitalization, merger or other restructuring transaction, the General Partner, in its discretion, may also authorize distributions to the Partners that shall be made *pro rata* in accordance with the Partners' respective Total Percentage Interests.

(b) (i) In addition to the foregoing, if the General Partner reasonably determines that the taxable income of the Partnership for a Fiscal Year will give rise to taxable income for the Partners ("Net Taxable Income"), the General Partner shall cause the Partnership to distribute Available Cash for purposes of allowing those Partners that hold Vested Units to fund their respective income tax liabilities (the "Tax Distributions"). The Tax Distributions payable to each such Partner with respect to any Fiscal Year shall be computed based upon the General Partner's estimate of the Net Taxable Income allocable to such Partner in accordance with Article V, multiplied by the Assumed Tax Rate (the "Tax Amount"). For purposes of computing the Tax Amount, the effect of any benefit to a Partner under Section 743(b) of the Code will be ignored. Tax distributions shall only be effected through distributions on, and only be made to Partners that hold, Vested Units.

(ii) Tax Distributions shall be calculated and paid no later than one day prior to each quarterly due date for the payment by corporations of estimated taxes under the Code in the following manner (A) for the first quarterly period, 25% of the Tax Amount, (B) for the second quarterly period, 50% of the Tax Amount, less the prior Tax Distributions for the Fiscal Year, (C) for the third quarterly period, 75% of the Tax Amount, less the prior Tax Distributions for the Fiscal Year and (D) for the fourth quarterly period, 100% of the Tax Amount, less the prior Tax Distributions for the Fiscal Year. Following each Fiscal Year, and no later than one day prior to the due date for the payment by corporations of income taxes for such Fiscal Year, the General Partner shall make an amended calculation of the Tax Amount for such Fiscal Year (the "Amended Tax Amount"), and shall cause the Partnership to distribute a Tax Distribution, out of Available Cash, to the extent that the Amended Tax Amount so calculated exceeds the cumulative Tax Distributions previously made by the Partnership in respect of such Fiscal Year. If the Amended Tax Amount is less than the cumulative Tax Distributions previously made by the Partnership in respect of the relevant Fiscal Year, then the difference (the "Credit Amount") shall be applied against, and shall reduce, the amount of Tax Distributions made to the Partners for subsequent Fiscal Years. Within 30 days following the date on which the Partnership files a tax return on Form 1065, the General Partner shall make a final calculation of the Tax Amount of such Fiscal Year (the "Final Tax Amount") and shall cause the Partnership to distribute a Tax

Distribution, out of Available Cash, to the extent that the Final Tax Amount so calculated exceeds the Amended Tax Amount. If the Final Tax Amount is less than the Amended Tax Amount in respect of the relevant Fiscal Year, then the difference ("Additional Credit Amount") shall be applied against, and shall reduce, the amount of Tax Distributions made to the Partners for subsequent Fiscal Years. Any Credit Amount and Additional Credit Amount applied against future Tax Distributions shall be treated as an amount actually distributed pursuant to this Section 4.01(b) for purposes of the computations herein.

SECTION 4.02. Liquidation Distribution. Distributions made upon liquidation of the Partnership shall be made as provided in Section 9.03.

SECTION 4.03. Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the General Partner shall not make a Partnership distribution to any Partner if such distribution would violate Section 17-607 of the Act or other applicable Law.

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; TAX ALLOCATIONS; TAX MATTERS

SECTION 5.01. Initial Capital Contributions. The Partners have made, on or prior to the date hereof, Capital Contributions and have acquired the number of Class A Units, Class B Units and Class C Units as specified opposite their respective names on Schedule I.

SECTION 5.02. No Additional Capital Contributions. Except as otherwise provided in this Article V or Article VII, no Partner shall be required to make additional Capital Contributions to the Partnership without the consent of such Partner or permitted to make additional capital contributions to the Partnership without the consent of the General Partner.

SECTION 5.03. Capital Accounts. A separate capital account (a "Capital Account") shall be established and maintained for each Partner in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Account of each Partner shall be credited with such Partner's Capital Contributions, if any, all Profits allocated to such Partner pursuant to Section 5.04 and any items of income or gain which are specially allocated pursuant to Section 5.05; and shall be debited with all Losses allocated to such Partner pursuant to Section 5.04, any items of loss or deduction of the Partnership specially allocated to such Partner pursuant to Section 5.05, and all cash and the Carrying Value of any property (net of liabilities assumed by such Partner and the liabilities to which such property is subject) distributed by the Partnership to such Partner. Any references in any section of this Agreement to the Capital Account of a Partner shall be deemed to refer to such Capital Account as the same may be credited or debited from time to time as set forth above. In the event of any transfer of any interest in the Partnership in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

SECTION 5.04. Allocations of Profits and Losses. Except as otherwise provided in this Agreement, Profits and Losses (and, to the extent necessary, individual items of income, gain or loss or deduction of the Partnership) shall be allocated in a manner such that the Capital

Account of each Partner after giving effect to the Special Allocations set forth in Section 5.05 is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made pursuant to Article IV if the Partnership were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Value, all Partnership liabilities were satisfied (limited with respect to each non-recourse liability to the Carrying Value of the assets securing such liability) and the net assets of the Partnership were distributed to the Partners pursuant to this Agreement, minus (ii) such Partner's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets. For purposes of this Article V, each Unvested Unit shall be treated as a Vested Unit.

SECTION 5.05. Special Allocations. Notwithstanding any other provision in this Article V:

(a) Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Partnership taxable year, the Partners shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to their respective shares of such net decrease during such year, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 5.05(a) is intended to comply with the minimum gain chargeback requirements in such Treasury Regulations Sections and shall be interpreted consistently therewith; including that no chargeback shall be required to the extent of the exceptions provided in Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(b) Qualified Income Offset. If any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate the deficit balance in such Partner's Adjusted Capital Account Balance created by such adjustments, allocations or distributions as promptly as possible; provided, that an allocation pursuant to this Section 5.05(b) shall be made only to the extent that a Partner would have a deficit Adjusted Capital Account Balance in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if this Section 5.05(b) were not in this Agreement. This Section 5.05(b) is intended to comply with the "qualified income offset" requirement of the Code and shall be interpreted consistently therewith.

(c) Gross Income Allocation. If any Partner has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 5.05(c) shall be made only if and to the extent that a Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.05(b) and this Section 5.05(c) were not in this Agreement.

(d) Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Partners in accordance with their respective Total Percentage Interests.

(e) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated to the Partner who bears the economic risk of loss with respect to the liability to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(j).

(f) Creditable Foreign Taxes. Creditable Foreign Taxes for any taxable period attributable to the Partnership, or an entity owned directly or indirectly by the Partnership, shall be allocated to the Partners in proportion to the partners' distributive shares of income (including income allocated pursuant to Section 704(c) of the Code) to which the Creditable Foreign Tax relates (under principles of Treasury Regulations Section 1.904-6). The provisions of this Section 5.05(f) are intended to comply with the provisions of Temporary Treasury Regulations Section 1.704-1T(b)(4)(xi), and shall be interpreted consistently therewith.

(g) Intangible Asset Gain. Intangible Asset Gain shall be allocated to each Class C holder, pro rata in accordance with their ownership of Class C Units, in an amount equal to the excess of (i) the amount distributable to such holder pursuant to Section 9.03(c)(ii) (without regard to the proviso at the end of Section 9.03(c)(ii)) over (ii) amounts previously allocated pursuant to this Section 5.05(g).

(h) Ameliorative Allocations. Any special allocations of income or gain pursuant to Sections 5.05(b) or 5.05(c) hereof shall be taken into account in computing subsequent allocations pursuant to Section 5.04 and this Section 5.05(h), so that the net amount of any items so allocated and all other items allocated to each Partner shall, to the extent possible, be equal to the net amount that would have been allocated to each Partner if such allocations pursuant to Sections 5.05(b) or 5.05(c) had not occurred.

SECTION 5.06. Tax Allocations. For income tax purposes, each item of income, gain, loss and deduction of the Partnership shall be allocated among the Partners in the same manner as the corresponding items of Profits and Losses and specially allocated items are allocated for Capital Account purposes; provided, that in the case of any asset the Carrying Value of which differs from its adjusted tax basis for U.S. federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for income tax purposes in accordance with the principles of Sections 704(b) and (c) of the Code (in any manner determined by the Equity Committee and permitted by the Code and Treasury Regulations) so as to take account of the difference between Carrying Value and adjusted basis of such asset; provided, further, that the Partnership shall use the traditional method (as such term is defined in Treas. Reg. section 1.704-3(b)(1)) for all Section 704(c) allocations and "reverse Section 704(c) allocations".

SECTION 5.07. Tax Advances. To the extent the Partnership reasonably believes that it is required by law to withhold or to make tax payments on behalf of or with respect to any Partner or the Partnership is subjected to tax itself by reason of the status of 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 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. For all purposes of this Agreement such Partner shall be treated as having received the amount of the distribution that is equal to the Tax Advance. 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 or interest other than any penalties, additions to tax or interest imposed as a result of the Partnership's failure to withhold or make a tax payment on behalf of such Partner which withholding or payment is required pursuant to applicable law but only to the extent amounts sufficient to pay such taxes were not timely distributed to the Partner pursuant to Section 4.01(b)) with respect to income attributable to or distributions or other payments to such Partner.

SECTION 5.08. Tax Matters. The General Partner shall be the initial "tax matters partner" within the meaning of Section 6231(a)(7) of the Code (the "Tax Matters Partner"). The Partnership shall file as a partnership for federal, state and local income tax purposes, except where otherwise required by Law. All elections required or permitted to be made by the Partnership, and all other tax decisions and determinations relating to federal, state or local tax matters of the Partnership, shall be made by the Tax Matters Partner, in consultation with the Partnership's attorneys and/or accountants. Tax audits, controversies and litigations shall be conducted under the direction of the Tax Matters Partner. The Tax Matters Partner shall keep the other Partners reasonably informed as to any tax actions, examinations or proceedings relating to the Partnership and shall submit to the other Partners, for their review and comment, any settlement or compromise offer with respect to any disputed item of income, gain, loss, deduction or credit of the Partnership. As soon as reasonably practicable after the end of each Fiscal Year, the Partnership shall send to each Partner a copy of U.S. Internal Revenue Service Schedule K-1, and any comparable statements required by applicable state or local income tax Law, with respect to such Fiscal Year. The Partnership also shall provide the Partners with such other information as may be reasonably requested for purposes of allowing the Partners to prepare and file their own tax returns. The General Partner shall file (or cause to be filed) an election pursuant to Section 754 for the Partnership and each of the other entities treated as a partnership for U.S. federal income tax purposes in which it is the General Partner for the year in which a qualifying transfer or disposition occurs.

SECTION 5.09. Other Allocation Provisions. Certain of the foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations. Sections 5.03, 5.04 and 5.05 may be amended at any time by the General Partner if necessary, in the opinion of tax counsel to the Partnership, to comply with such regulations, so long as any such amendment does not materially change the relative economic interests of the Partners.

SECTION 5.10. Section 83(b) Elections. The holders of Class B Units will timely file elections under Section 83(b) of the Code.

ARTICLE VI

BOOKS AND RECORDS; REPORTS

SECTION 6.01. Books and Records. At all times during the continuance of the Partnership, the Partnership shall prepare and maintain separate books of account for the Partnership in accordance with GAAP. The Partnership shall keep at its principal office the following:

(a) a current list of the full name and the last known street address of each Partner;

(b) a copy of the Certificate and this Agreement and all amendments thereto;

(c) copies of the Partnership's federal, state and local income tax returns and reports, if any, for the three most recent years; and

(d) copies of any financial statements, if any, of the Partnership for the [six] most recent Fiscal Years.

ARTICLE VII

PARTNERSHIP UNITS

SECTION 7.01. Units. Interests in the Partnership shall be represented by Units. The Units initially are divided into three Classes: Class A Units, Class B Units and Class C Units. The General Partner may establish other Classes from time to time in accordance with such procedures and subject to such conditions and restrictions as the General Partner shall determine from time to time. Except as expressly provided in this Agreement to the contrary, any reference to "Units" shall include the Class A Units, the Class B Units, the Class C Units and any other Classes that may be established in accordance with this Agreement. All Units of a particular Class shall have identical rights in all respects as all other Units of such Class, except in each case as otherwise specified in this Agreement.

SECTION 7.02. Register. The register of the Partnership shall be the definitive record of ownership of each Unit and all relevant information with respect to each Partner. Unless the General Partner shall determine otherwise, Units shall be uncertificated and recorded in the books and records of the Partnership.

SECTION 7.03. Splits, Distributions and Reclassifications. The Partnership shall not in any manner subdivide (by any Unit split, Unit distribution, reclassification, recapitalization or otherwise) or combine (by reverse Unit split, reclassification, recapitalization or otherwise) the outstanding Units unless an identical event is occurring with respect to the Class A Common Stock, in which event the Units shall be subdivided or combined concurrently with and in the same manner as the Class A Common Stock.

SECTION 7.04. Cancellation of Class A Common Stock and Units. At any time a share of Class A Common Stock is redeemed, repurchased, acquired, cancelled or terminated by the

General Partner, one (1) Unit registered in the name of the General Partner will automatically be cancelled for no consideration by the Partnership so that the number of Units held by the General Partner at all times equals the number of shares of Class A Common Stock outstanding.

SECTION 7.05. Incentive Plans. At any time the General Partner issues a share of Class A Common Stock pursuant to an Incentive Plan (whether pursuant to the exercise of a stock option or the grant of a restricted share award or otherwise), the following shall occur: (a) the General Partner shall be deemed to contribute to the capital of the Partnership an amount of cash equal to the current per share market price of a share of Class A Common Stock on the date such share is issued (or, if earlier, the date the related option is exercised) and the Capital Account of the General Partner shall be adjusted accordingly; (b) the Partnership shall be deemed to purchase from the General Partner a share of Class A Common Stock for an amount of cash equal to the amount of cash deemed contributed by the General Partner to the Partnership in clause (a) above (and such share is deemed delivered to its owner under the Incentive Plan); (c) the net proceeds (including the amount of any payments made on a loan with respect to a stock purchase award) received by the General Partner with respect to such share, if any, shall be concurrently transferred and paid to the Partnership (and such net proceeds so transferred shall not constitute a Capital Contribution); and (d) the Partnership shall issue to the General Partner one (1) Class A Unit registered in the name of the General Partner. The Partnership shall retain any net proceeds that are paid directly to the Partnership.

SECTION 7.06. Offerings of Class A Common Stock. At any time the General Partner issues a share of Class A Common Stock other than pursuant to an Incentive Plan, the net proceeds received by the General Partner with respect to such share, if any, shall be concurrently transferred to the Partnership and the Partnership shall issue to the General Partner one (1) Class A Unit registered in the name of the General Partner.

SECTION 7.07. Registered Partners. The Partnership shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

ARTICLE VIII

VESTING; FORFEITURE AND ALLOCATION OF INTERESTS; TRANSFER RESTRICTIONS

SECTION 8.01. Vesting of Initial Unvested Units. (a) Subject to Section 8.02, the Initial Unvested Units shall vest and shall thereafter be Vested Units for all purposes of this Agreement as follows:

(i) with respect to each Initial Non-Founding Limited Partner, 50% of the Initial Unvested Units owned by such Initial Non-Founding Limited Partner at the time in question shall vest and thereafter be Vested Units for all purposes of this Agreement at such time as the Founding Limited Partners and their Permitted Transferees, collectively, cease to Beneficially Own, in the aggregate, at least 90% of the Initial Founding Limited Partner Units;

(ii) with respect to each Initial Non-Founding Limited Partner, all of the Initial Unvested Units owned by such Initial Non-Founding Limited Partner at the time in question shall vest and thereafter be Vested Units for all purposes of this Agreement upon the earliest to occur of:

(A) the Founding Limited Partners and their Permitted Transferees, collectively, cease to Beneficially Own, in the aggregate, at least 50% of Initial Founding Limited Partner Units;

(B) a Change of Control;

(C) that date on which, at any time from the date of this Agreement until the tenth anniversary of the consummation of an initial public offering by the General Partner of shares of Class A Common Stock (an "IPO"), at least two of Roger Altman, Austin Beutner and Pedro Aspe are not employed by, or do not serve as a director of, the General Partner, the Partnership or any of its subsidiaries; and

(D) the death or Disability of such Initial Non-Founding Limited Partner on or after the date of the consummation of the IPO.

(b) In addition, the Equity Committee, in consultation with the General Partner, may authorize the earlier vesting of all or a portion of the Initial Unvested Units owned by any one or more Limited Partners at any time and from time to time, and in such event, such Initial Unvested Units shall vest and thereafter be Vested Units for all purposes of this Agreement. Any such determination in respect of Initial Unvested Units shall be final and binding. Such determinations need not be uniform and may be made selectively among Limited Partners, whether or not such Limited Partners are similarly situated.

(c) Upon the vesting of any Initial Unvested Units in accordance with this Section 8.01, the General Partner shall amend Schedule I to this Agreement to reflect such vesting.

SECTION 8.02. Forfeiture; Recapitalization of Unvested Units Held by Initial Non-Founding Limited Partners. (a) If the employment of any Non-Founding Limited Partner by the General Partner, the Partnership or any of its subsidiaries terminates for any reason other than such Limited Partner's death or Disability, such Non-Founding Limited Partner's Unvested Units shall be immediately forfeited without any consideration, and such Non-Founding Limited Partner shall cease to own or have any rights with respect to such Unvested Units. Immediately following the forfeiture of any Initial Unvested Units, the Partnership shall cancel the Initial Unvested Units that have been so forfeited ("Forfeited Initial Unvested Units").

(b) (i) Immediately following the forfeiture of any Initial Unvested Units that are Class B-1 Units or Class C Units pursuant to clause (a) above, the Partnership shall effect a recapitalization of the then-outstanding Units owned by the Initial Non-Founding Limited Partners that as of the date of the date of this Agreement own Class B-1 Units or Class C Units (other than any Units owned by an Initial Non-Founding Limited Partner who is not employed by the General Partner, the Partnership or any of its subsidiaries at the time of the recapitalization (a "Non-Employed Initial Non-Founding Limited Partner")) so that additional Class B-1 Units (to the extent the

Forfeited Initial Unvested Units are Class B-1 Units) or Class C Units (to the extent the Forfeited Initial Unvested Units are Class C Units), as the case may, are held by the Initial Non-Founding Limited Partners (other than any Non-Employed Initial Non-Founding Limited Partners) that as of the date of this Agreement own Class B-1 Units or Class C Units as described in the following sentence. As a result of any such recapitalization, each Initial Non-Founding Limited Partner (other than any Non-Employed Initial Non-Founding Limited Partner) that as of the date of this Agreement owns Class B-1 Units or Class C Units shall hold a number of additional Units (which shall be Class B-1 Units to the extent the Forfeited Initial Unvested Units are Class B-1 Units and Class C Units to the extent the Forfeited Initial Unvested Units are Class C Units), which shall be deemed to be Initial Unvested Units for all purposes of this Agreement until such time as such Units vest pursuant to Section 8.01 or are forfeited pursuant to Section 8.02(a), that is equal to the product of (x) the number of Forfeited Initial Unvested Units multiplied by (y) the fraction obtained by dividing the number of Class B-1 and Class C Units owned by such Initial Non-Founding Limited Partner as of the date of this Agreement by the total number of Class B-1 and Class C Units owned as of the date of this Agreement by all of the Initial Non-Founding Limited Partners (other than any Non-Employed Initial Non-Founding Limited Partners). In the event that any Non-Founding Limited Partner forfeits Initial Unvested Units which are Class B-1 Units or Class C Units pursuant to clause (a) above at a time when there is no other Initial Non-Founding Limited Partner that owns Class B-1 Units or Class C Units as of the date of this Agreement and is not a Non-Employed Initial Non-Founding Limited Partner, such Non-Founding Limited Partner's Unvested Units shall be cancelled and there shall be no corresponding recapitalization.

(ii) Immediately following the forfeiture of any Initial Unvested Units that are Class B-2 Units pursuant to clause (a) above, the Partnership shall effect a recapitalization of the then-outstanding Units owned by the Initial Non-Founding Limited Partners that as of the date of the date of this Agreement own Class B-2 Units (other than any Units owned by a Non-Employed Initial Non-Founding Limited Partner) so that additional Class B-2 Units are held by the Initial Non-Founding Limited Partners (other than any Non-Employed Initial Non-Founding Limited Partners) that as of the date of this Agreement own Class B-2 Units as described in the following sentence. As a result of any such recapitalization, each Initial Non-Founding Limited Partner (other than any Non-Employed Initial Non-Founding Limited Partner) that as of the date of this Agreement owns Class B-2 Units shall hold a number of additional Class B-2 Units, which shall be deemed to be Initial Unvested Units for all purposes of this Agreement until such time as such Units vest pursuant to Section 8.01 or are forfeited pursuant to Section 8.02(a), that is equal to the product of (x) the number of Forfeited Initial Unvested Units multiplied by (y) the fraction obtained by dividing the number of Class B-2 Units owned by such Initial Non-Founding Limited Partner as of the date of this Agreement by the total number of Class B-2 Units owned as of the date of this Agreement by the Initial Non-Founding Limited Partners (other than any Non-Employed Initial Non-Founding Limited Partners). In the event that any Non-Founding Limited Partner forfeits Initial Unvested Units which are Class B-2 Units pursuant to clause (a) above at a time when there is no other Initial Non-Founding Limited Partner that owns Class B-2 Units as of the date of this Agreement and is not a Non-Employed Initial Non-Founding Limited Partner, such Non-Founding Limited Partner's Unvested Units shall be cancelled and there shall be no corresponding recapitalization.

(c) Upon the forfeiture and/or recapitalization of any Unvested Units in accordance with this Section 8.02, the General Partner shall amend Schedule I to this Agreement to reflect such forfeiture and/or recapitalization.

SECTION 8.03. Limited Partner Transfers. (a) Except as provided in clauses (b), (c) and (d) of this Section 8.03 or in Section 8.05, no Limited Partner or Assignee thereof may Transfer all or any portion of its Units (or beneficial interest therein) without the prior written consent of the General Partner, which consent may be given or withheld, or made subject to such conditions (including, without limitation, the receipt of such legal opinions and other documents that the General Partner may require) as are determined by the General Partner, in each case in the General Partner's sole discretion. Any purported Transfer of Units that is not in accordance with, or subsequently violates, this Agreement shall be null and void.

(b) Notwithstanding clause (a) above, each Founding Limited Partner (and each Permitted Transferee of such Founding Limited Partner) and each Initial Non-Founding Limited Partner that is an Employed Initial Non-Founding Limited Partner on the fifth anniversary of the IPO (and each Permitted Transferee of such Initial Non-Founding Limited Partner) may exchange all or a portion of the Vested Initial Units owned by such Limited Partner or such Permitted Transferee for shares of Class A Common Stock pursuant to, and in accordance with, Article V of the Certificate of Incorporation or, if the General Partner and the exchanging Limited Partner or Permitted Transferee shall mutually agree, Transfer such Vested Initial Units to the General Partner, the Partnership or any of its subsidiaries for other consideration (in each case, an "Exchange Transaction") at any time following the fifth anniversary of the consummation of the IPO.

(c) Notwithstanding clause (a) above, each Initial Non-Founding Limited Partner that is not employed by the General Partner, the Partnership or any of its subsidiaries on the fifth anniversary of the IPO (and each Permitted Transferee of such Initial Non-Founding Limited Partner) may Transfer all or a portion of the Vested Initial Units owned by such Limited Partner or such Permitted Transferee in an Exchange Transaction at any time following the later to occur of (i) the eighth anniversary of the IPO and (ii) the fifth anniversary of the date such Initial Non-Founding Limited Partner ceased to be employed by the General Partner, the Partnership or any of its subsidiaries.

(d) Notwithstanding clause (a) above and without limiting the foregoing provisions of clauses (b) and (c) above, the Equity Committee may authorize, in its sole discretion, at any time and from time to time, any Founding Limited Partner (and/or any Permitted Transferee of a Founding Limited Partner) and/or any Initial Non-Founding Limited Partner that is employed by the General Partner, the Partnership or any of its subsidiaries at the time in question (an "Employed Initial Non-Founding Limited Partner") (and/or any Permitted Transferee of an Employed Initial Non-Founding Limited Partner) (such Limited Partner or Permitted Transferee, the "Permitted Exchange Party") to Transfer all or a portion of the Vested Initial Units held by such Permitted Exchange Party in an Exchange Transaction (a "Permitted Exchange") in accordance with Section 8.04.

SECTION 8.04. Participation in Permitted Exchanges. (a) At any time the Equity Committee authorizes a Permitted Exchange, each Founding Limited Partner and each Employed Initial Non-Founding Limited Partner shall have the right and option, but not the obligation, to Transfer in an Exchange Transaction the number of Vested Initial Units owned by such Limited Partner that is equal to the lesser of (x) the total number of Vested Initial Units owned by such Limited Partner at the time in question and (y) the product of (1) the number of Initial Units owned

by such Limited Partner as of the date of this Agreement multiplied by (2) the fraction obtained by dividing the aggregate number of Vested Initial Units that the Equity Committee permits the Permitted Exchange Party to Transfer in such Permitted Exchange by the aggregate number of Initial Units owned the Permitted Exchange Party (or, if the Permitted Exchange Party is a Permitted Transferee, the Limited Partner of which such Permitted Transferee is a Permitted Transferee) as of the date of this Agreement (the number so calculated in respect of any such Limited Partner being referred to as such Limited Partner's "Maximum Exchangeable Units"). Each Founding Limited Partner and each Employed Initial Non-Founding Limited Partner may, at such Limited Partner's discretion, allocate any or all of such Limited Partner's Maximum Exchangeable Units to one or more Permitted Transferees of such Limited Partner, whereupon such Permitted Transferees shall have the right and option, but not the obligation, to Transfer in an Exchange Transaction the number of Vested Initial Units so allocated and the number of Vested Initial Units that such Limited Partner may Transfer in an Exchange Transaction shall be correspondingly reduced.

(b) The Equity Committee shall notify each Founding Limited Partner and each Employed Initial Non-Founding Limited Partner each time that the Equity Committee authorizes a Permitted Exchange, which notice shall set forth such Limited Partner's Maximum Exchangeable Units (an "Exchange Notice"). Each such Limited Partner shall advise the Equity Committee in writing within five days following the issuance of such Exchange Notice whether such Limited Partner or any Permitted Transferee thereof elects to participate in such Permitted Exchange and, if so, of the number of Vested Initial Units that such Limited Partner and each such Permitted Transferee elects to Transfer in such Permitted Exchange.

(c) Subject to the foregoing provisions of this Section 8.04 relating to the number of Vested Initial Units that each Founding Limited Partner (and any Permitted Transferees thereof) and each Employed Initial Non-Founding Limited Partner (and any Permitted Transferees thereof) may Transfer in any Permitted Exchange, the Equity Committee may impose upon the participants in any Permitted Exchange such conditions and procedures in relation thereto as it may determine in its sole discretion.

SECTION 8.05. Permitted Transferees. Notwithstanding clause (a) of Section 8.03 and subject to Section 8.07, upon 30 days prior written notice to the Equity Committee and subject to the policies and procedures that the Equity Committee may promulgate from time to time in its sole discretion, each Founding Limited Partner and each Employed Initial Non-Founding Limited Partner may Transfer all or a portion of the Vested Units owned by such Limited Partner to a Family Trust of such Limited Partner for estate or tax planning purposes, or as a gratuitous transfer to any Charity (any such Family Trust or Charity, in relation to such Limited Partner, being referred to herein as such Limited Partner's "Permitted Transferee"); provided, however, that no Limited Partner may Transfer to any Charity during any calendar year more than the number of Vested Units that is equal to the product of (x) .10 multiplied by (y) the remainder of (A) the number of Initial Units owned by such Limited Partner as of the date of this Agreement minus (B) the number of Initial Unvested Units owned by such Limited Partner as of the date of this Agreement that have not, subsequent to the date of this Agreement, become Vested Units. Any Vested Units Transferred by a Founding Limited Partner or an Employed Initial Non-Founding Limited Partner to a Permitted Transferee of such Limited Partner pursuant to the preceding sentence shall remain subject to the same restrictions on Transfer to which such Units would be subject if such Units had

not been so Transferred. Before any Permitted Transferee ceases to be a Permitted Transferee of the relevant Limited Partner, it shall transfer full legal and beneficial ownership of such Vested Units to the relevant Limited Partner or, subject to this Article 8, another Permitted Transferee of the relevant Limited Partner. Furthermore, before any transfer of Vested Units by any Limited Partner (or any Permitted Transferee of any Limited Partner), the proposed transferee of such Vested Units must enter into a written acknowledgement and agreement with the General Partner and the Partnership that such transferee will receive such Vested Units subject to, and such transferee will be bound by, the transfer restrictions set forth in this Article 8.

SECTION 8.06. Encumbrances. No Limited Partner or Assignee may create an Encumbrance with respect to all or any portion of its Units (or any beneficial interest therein) unless the General Partner consents in writing thereto, which consent may be given or withheld, or made subject to such conditions as are determined by the General Partner, in the General Partner's sole discretion. Any purported Encumbrance that is not in accordance with this Agreement shall be null and void.

SECTION 8.07. Further Restrictions. Notwithstanding any contrary provision in this Agreement, in no event may any Transfer of a Unit be made by any Limited Partner or Assignee if:

(a) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Unit;

(b) such Transfer would require the registration of such transferred Unit or of any class of Unit pursuant to any applicable United States federal or state securities laws (including, without limitation, the Securities Act or the Exchange Act) or other foreign securities laws or would constitute a non-exempt distribution pursuant to applicable state securities laws;

(c) such Transfer would cause any portion of the assets of the Partnership to constitute assets of any employee benefit plan pursuant to the regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, or any successor regulations;

(d) such Transfer would cause any portion of the assets of the Partnership to become "plan assets" of any benefit plan investor within the meaning of regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, or any successor regulations, or to be regulated under the Employee Retirement Income Security Act of 1974, as amended from time to time; or

(e) to the extent requested by the General Partner, the Partnership does not receive such legal and/or tax opinions and written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as an Assignee) that are in a form satisfactory to the General Partner, as determined in the General Partner's sole discretion.

SECTION 8.08. Rights of Assignees. Subject to Section 8.07, the transferee of any permitted Transfer pursuant to this Article VIII (other than a Transfer in a Permitted Exchange) will be an assignee only ("Assignee"), and only will receive, to the extent transferred, the distributions and allocations of income, gain, loss, deduction, credit or similar item to which the Partner which transferred its Units would be entitled, and such Assignee will not be entitled or enabled to exercise any other rights or powers of a Partner, such other rights, and all obligations relating to, or in connection with, such Interest remaining with the transferring Partner. The transferring Partner will remain a Partner even if it has transferred all of its Units to one or more Assignees until such time as the Assignee(s) is admitted to the Partnership as a Partner pursuant to Section 8.10.

SECTION 8.09. Admissions, Withdrawals and Removals. No Person may be admitted to the Partnership as an additional General Partner or substitute General Partner without the prior written consent or ratification of all the Limited Partners. The consent of all the Limited Partners shall be deemed to have been given in the event (and each Limited Partner agrees to provide a written consent or ratification to such admission of substitution as requested by the General Partner) such additional general partner, substitute general partner or Transfer has been approved of by Partners whose Percentage Interests exceed 50% of the Vested Percentage Interests of the Partners. No Limited Partner will be removed or entitled to withdraw from being a Partner of the Partnership except in accordance with Section 8.10 or Section 8.11. A General Partner will not be entitled to Transfer all of its Units or to withdraw from being a General Partner of the Partnership unless another General Partner shall have been admitted hereunder (and not have previously been removed or withdrawn). Except as otherwise provided in Article IX, no admission, substitution, withdrawal or removal of a Partner will cause the dissolution of the Partnership. To the fullest extent permitted by law, any purported admission, withdrawal or removal that is not in accordance with this Agreement shall be null and void.

SECTION 8.10. Admission of Assignees as Substitute Limited Partners. An Assignee will become a substitute Limited Partner only if and when each of the following conditions is satisfied:

(a) the General Partner consents in writing to such admission, which consent may be given or withheld, or made subject to such conditions as are determined by the General Partner, in each case in the General Partner's sole discretion;

(b) if required by the General Partner, the General Partner receives written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as a substitute Limited Partner) that are in a form satisfactory to the General Partner (as determined in its sole discretion);

(c) if required by the General Partner, the General Partner receives an opinion of counsel satisfactory to the General Partner to the effect that such Transfer is in compliance with this Agreement and all applicable laws; and

(d) if required by the General Partner, the parties to the Transfer, or any one of them, pays all of the Partnership's reasonable expenses connected with such Transfer (including, but not limited to, the reasonable legal and accounting fees of the Partnership).

SECTION 8.11. Withdrawal of Certain Partners. If a Partner ceases to hold any Units, then such Partner shall withdraw from the Partnership and shall cease to be a Partner and to have the power to exercise any rights or powers of a Partner when all of such Partner's Assignees have been admitted as Partners in accordance with Section 8.05 or Section 8.10.

SECTION 8.12. Conversion of Class C Units to Class B Units. The Class C Units shall convert to Class B-1 Units when the amount of Intangible Asset Gain that has been allocated pursuant to Section 5.05(g) (as the result of either an actual sale or an adjustment to the Carrying Values of all of the assets in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)) equals the amount distributable to the Class C Unit Holders pursuant to Section 9.03(c)(ii) (without regard to the proviso at the end of Section 9.03(c)(ii)).

ARTICLE IX

DISSOLUTION, LIQUIDATION AND TERMINATION

SECTION 9.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Partners in accordance with the terms of this Agreement. The Partnership may be dissolved, liquidated and terminated only pursuant to the provisions of this Article IX, and the Partners hereby irrevocably waive any and all other rights they may have to cause a dissolution of the Partnership or a sale or partition of any or all of the Partnership assets.

SECTION 9.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events (each, a "Dissolution Event"):

(a) the expiration of the term of the Partnership as provided in Section 2.03;

(b) the entry of a decree of judicial dissolution under Section 17-802 of the Act;

(c) any other event not inconsistent with any provision hereof causing a dissolution of the Partnership under the Act; or

(d) the Incapacity or removal of the General Partner or the occurrence of a Disabling Event with respect to the General Partner; provided, that the Partnership will not be dissolved or required to be wound up in connection with any of the events specified in this Section 9.02(f) if: (i) at the time of the occurrence of such event there is at least one other general partner of the Partnership who is hereby authorized to, and elects to, carry on the business of the Partnership; or (ii) all remaining Limited Partners consent to or ratify the continuation of the business of the Partnership and the appointment of another general partner of the Partnership within 90 days following the occurrence of any such Incapacity or removal, which consent shall be deemed (and if requested each Limited Partner shall provide a written consent for ratification) to have been given for all Limited Partners if the holders of more than two-thirds of the Vested Units then outstanding agree in writing to so continue the business of the Partnership.

SECTION 9.03. Distribution upon Dissolution. Upon dissolution, the Partnership shall not be terminated and shall continue until the winding up of the affairs of the Partnership is

completed. Upon the winding up of the Partnership, the General Partner, or any other Person designated by the General Partner (the "Liquidation Agent"), shall take full account of the assets and liabilities of the Partnership and shall, unless the General Partner determines otherwise, liquidate the assets of the Partnership as promptly as is consistent with obtaining the fair value thereof. The proceeds of any liquidation shall be applied and distributed in the following order:

(a) First, to the payment of debts and liabilities of the Partnership (including payment of all indebtedness to Partners and/or their Affiliates) and the expenses of liquidation;

(b) Second, to the establishment of any reserve which the Liquidation Agent shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership ("Contingencies"). Such reserve may be paid over by the Liquidation Agent 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 Liquidation Agent for distribution of the balance in the manner hereinafter provided in this Section 9.03; and

(c) The balance, if any, to the Partners, shall be applied and distributed as follows:

(i) *First*, pro rata to holders of Class A Units and Class B Units in accordance with such holder's Vested Percentage Interest in an amount equal to the capital balance on Schedule II;

(ii) *Second*, pro rata to holders of Class C Units in an amount equal to the product of (A) such holder's Vested Percentage Interest and (B) a fraction the numerator of which is equal to the aggregate amount distributed pursuant to the foregoing clause (i) and the denominator of which is equal to the difference between one (1) minus such holder's Vested Percentage Interest; provided, however, that the holders of Class C Units shall not be distributed any amounts under this clause (ii) in excess of the amount equal to Intangible Asset Gain allocated or available for allocation pursuant to Section 5.05(g);

(iii) *Third*, pro rata to each of the Partners in accordance with their Vested Percentage Interests.

(d) Distribution Upon Liquidation Solely in Respect of Vested Units. Upon liquidation of the Partnership, the Partners shall be entitled to distributions solely in respect of Vested Units held by the Partners at such time. No Partner shall be entitled to any distribution upon liquidation of the Partnership in respect of any Unvested Units held by such Partner at such time.

(e) Limitations on Distributions to Holders of Class C Units. It is the intention of the parties to this Agreement that distributions to the holders of Class C Units be limited to the extent necessary so that the Class C Units constitute "profits interests" for U.S. federal tax purposes (except to the extent of contributed capital) and the parties will comply with the requirements of Revenue Procedure 93-27, 1993-2 C.B. 343, and Revenue Procedure 2001-43, 2001-2 C.B. 191.

SECTION 9.04. Time for Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Liquidation Agent to minimize the losses attendant upon such liquidation.

SECTION 9.05. Termination. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the holders of Units in the manner provided for in this Article IX, and the Certificate shall have been cancelled in the manner required by the Act.

SECTION 9.06. Claims of the Partners. The Partners shall look solely to the Partnership's assets for the return of their Capital Contributions, and if the assets of the Partnership remaining after payment of or due provision for all debts, liabilities and obligations of the Partnership are insufficient to return such Capital Contributions, the Partners shall have no recourse against the Partnership or any other Partner or any other Person. No Partner with a negative balance in such Partner's Capital Account shall have any obligation to the Partnership or to the other Partners or to any creditor or other Person to restore such negative balance during the existence of the Partnership, upon dissolution or termination of the Partnership or otherwise.

SECTION 9.07. Survival of Certain Provisions. Notwithstanding anything to the contrary in this Agreement, the provisions of Section 10.03 and Section 11.09 shall survive the termination of the Partnership.

ARTICLE X

LIABILITY AND INDEMNIFICATION

SECTION 10.01. Liability of Partners.

(a) No Limited Partner shall be liable for any debt obligation or liability of the Partnership or of any other Partner or have any obligation to restore any deficit balance in its Capital Account solely by reason of being a Partner of the Partnership.

(b) This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Partners (including without limitation, the General Partner) hereto or on their respective Affiliates. Further, the Partners hereby waive any and all fiduciary duties that, absent such waiver, may be implied by Law, and in doing so, recognize, acknowledge and agree that their duties and obligations to one another and to the Partnership are only as expressly set forth in this Agreement.

(c) To the extent that, at law or in equity, any Partner (including without limitation, the General Partner) has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, the Partners (including without limitation, the General Partner) acting under this Agreement will not be liable to the Partnership or to any such other Partner for their good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of any Partner (including without limitation, the General Partner) otherwise existing at law or in equity, are agreed

by the Partners to modify to that extent such other duties and liabilities of the Partners (including without limitation, the General Partner).

(d) The General Partner may consult with legal counsel, accountants and financial or other advisors and any act or omission suffered or taken by the General Partner on behalf of the Partnership or in furtherance of the interests of the Partnership in good faith in reliance upon and in accordance with the advice of such counsel, accountants or financial or other advisors will be full justification for any such act or omission, and the General Partner will be fully protected in so acting or omitting to act so long as such counsel or accountants or financial or other advisors were selected with reasonable care.

SECTION 10.02. Indemnification.

(a) Indemnification. To the fullest extent permitted by law, the Partnership shall indemnify any person (and 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 or proceeding (brought in the right of the Partnership 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 Partner (including without limitation, the General Partner) or a director, officer or agent of a Partner (including without limitation, the General Partner) or the Partnership or, while a director, officer or agent of a Partner (including without limitation, the General Partner) or the Partnership, is or was serving at the request of the Partnership as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, limited liability company, nonprofit entity or other enterprise, for and against all loss and liability suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by such person or such heirs, executors or administrators in connection with such action, suit 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 10.02(c), the Partnership shall be required to indemnify a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the General Partner.

(b) Advancement of Expenses. To the fullest extent permitted by law, the Partnership shall promptly pay expenses (including attorneys' fees) incurred by any person described in Section 10.02(a) in appearing at, participating in or defending any action, suit or proceeding in advance of the final disposition of such action, suit 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 10.02 or otherwise. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.02(c), the Partnership shall be required to pay expenses of a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the General Partner.

(c) Unpaid Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Section 10.02 is not paid in full within thirty (30) days after a written claim therefor by any person described in Section 10.02(a) has been received by the Partnership, such person 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 expense of prosecuting such claim. In any such action the Partnership 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. To the fullest extent permitted by law, the Partnership may purchase and maintain insurance on behalf of any person described in Section 10.02(a) against any liability asserted against such person, whether or not the Partnership would have the power to indemnify such person against such liability under the provisions of this Section 10.02 or otherwise.

(e) Non-Exclusivity of Rights. The provisions of this Section 10.02 shall be applicable to all actions, claims, suits or proceedings made or commenced after the date of this Agreement, whether arising from acts or omissions to act occurring before or after its adoption. The provisions of this Section 10.02 shall be deemed to be a contract between the Partnership and each person entitled to indemnification under this Section 10.02 (or legal representative thereof) who serves in such capacity at any time while this Section 10.02 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, suit or proceeding then or theretofore existing, or any action, suit or proceeding thereafter brought or threatened based in whole or in part on any such state of facts. If any provision of this Section 10.02 shall be found to be invalid or limited in application by reason of any law or regulation, it shall not affect the validity of the remaining provisions hereof. The rights of indemnification provided in this Section 10.02 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 Partnership Agreement 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 Partnership that indemnification of any person whom the Partnership is obligated to indemnify pursuant to Section 10.02(a) shall be made to the fullest extent permitted by law.

For purposes of this Section 10.02, references to "other enterprises" 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 Partnership" shall include any service as a director, officer, employee or agent of the Partnership 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.

This Section 10.02 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 persons described in Section 10.02(a).

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 11.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specification notice given in accordance with this Section 11.02):

(a) If to the Partnership, to:

Evercore LP
c/o Evercore Partners Inc.
55 East 52nd Street, 43rd Floor
New York, New York 10055
Attention: Chief Financial Officer
Fax: (212) 857-3101

(b) If to any Partner, to:

Evercore LP
c/o Evercore Partners Inc.
55 East 52nd Street, 43rd Floor
New York, New York 10055
Attention: Chief Financial Officer
Fax: (212) 857-3101

(c) If to the General Partner, to:

Evercore Partners Inc.
55 East 52nd Street, 43rd Floor
New York, New York 10055
Attention: Chief Financial Officer
Fax: (212) 857-3101

SECTION 11.03. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by Law.

SECTION 11.04. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

SECTION 11.05. Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. Unless otherwise specified, all references herein to "Articles," "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

SECTION 11.06. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 11.06.

SECTION 11.07. Further Assurances. Each Limited Partner shall perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

SECTION 11.08. Entire Agreement. 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 11.09. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 11.10. Submission to Jurisdiction; Waiver of Jury Trial.

(a) 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) shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the dispute fail to agree on the selection of an arbitrator within thirty (30) days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the General Partner may bring, or may cause the Partnership to bring, on behalf of the General Partner or the Partnership or on behalf of one or more Partners, an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), each Partner (i) expressly consents to the application of paragraph (c) of this Section 11.10 to any such action or proceeding, (ii) 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 (iii) irrevocably appoints the General Partner as such Partner's agent for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise such Partner of any such service of process, shall be deemed in every respect effective service of process upon the Partner in any such action or proceeding.

(i) EACH PARTNER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (B) OF THIS SECTION 11.10, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the for a designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties' relationship with one another.

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in paragraph (c) (i) of this Section 11.10 and such parties agree not to plead or claim the same.

SECTION 11.11. Expenses. Except as otherwise specified in this Agreement, the Partnership shall be responsible for all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with its operation.

SECTION 11.12. Amendments and Waivers. (a) This Agreement (including the Annexes hereto) may be amended, supplemented, waived or modified by the written consent of the General Partner; provided that no such amendment, supplement, waiver or modification shall adversely affect a Limited Partner's Units in any material respect without the written consent of the Limited Partner so affected; provided further, that Schedule I to this Agreement shall be deemed amended from time to time to reflect the admission of a new Partner, the withdrawal or resignation of a Partner, the adjustment of the Units resulting from any forfeiture and reallocation of Unvested Units, the vesting of Unvested Units, and the adjustment of the Units resulting from any Transfer or other disposition of a Unit, in each case that is made in accordance with the provisions hereof.

(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) The General Partner may, in its sole discretion, unilaterally amend this Agreement on or before the effective date of the final regulations to provide for (i) the election of a safe harbor under Proposed Treasury Regulation Section 1.83-3(l) (or any similar provision) under

which the fair market value of a partnership interest that is transferred is treated as being equal to the liquidation value of that interest, (ii) an agreement by the Partnership and each of its Partners to comply with all of the requirements set forth in such regulations and 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, (iii) the allocation of items of income, gains, deductions and losses required by the final regulations similar to Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(b) and (c), and (iv) any other related amendments.

(d) Except as may be otherwise required by law in connection with the winding-up, liquidation, or dissolution of the Partnership, each Partner 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 Partnership's property.

(e) In the event of a property settlement or separation agreement between a Limited Partner and his or her spouse, such Limited Partner agrees that he or she shall use reasonable efforts to retain all of his or her Units and shall reimburse his or her spouse for any interest he or she may have in the Partnership out of funds, assets or proceeds separate and distinct from his or her interest in the Partnership. To the extent that such Limited Partner is unable, despite his or her exercise of reasonable efforts, to retain all of his or her Units, such Limited Partner shall use reasonable efforts to transfer to his or her spouse only the economic interests of such Limited Partner's Units, retaining for himself or herself all voting rights relating to his or her Units. Notwithstanding the foregoing, if a spouse or former spouse of a Limited Partner acquires any Units as a registered owner as a result of any such proposed settlement or separation agreement, such spouse or former spouse shall be entitled only to allocation and distributions with respect to his or her Units and shall have no right to vote his or her Units, to participate in the management of the Partnership or to any accounting or information concerning the affairs of the Partnership and shall not have any other rights of a Partner under this Agreement.

SECTION 11.13. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Without limiting the foregoing, any obligation of the Partners to make Capital Contributions to the Partnership under this Agreement is an agreement only between the Partners and no other person or entity, including the Partnership, shall have any rights to enforce such obligations.

SECTION 11.14. Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 11.15. Construction. Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereby waive the benefit of any rule of Law or any legal decision that would require that in

cases of uncertainty, the language of a contract should be interpreted most strongly against the party who drafted such language.

SECTION 11.16. Power of Attorney. Each Limited Partner, by its execution hereof, hereby irrevocably makes, constitutes and appoints the General Partner as its true and lawful agent and attorney in fact, with full power of substitution and full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, record and file (a) this Agreement and any amendment to this Agreement that has been adopted as herein provided; (b) the original certificate of limited partnership of the Partnership and all amendments thereto required or permitted by law or the provisions of this Agreement; (c) all certificates and other instruments (including consents and ratifications which the Limited Partners have agreed to provide upon a matter receiving the agreed support of Limited Partners) deemed advisable by the General Partner to carry out the provisions of this Agreement and Law or to permit the Partnership to become or to continue as a limited partnership or partnership wherein the Limited Partners have limited liability in each jurisdiction where the Partnership may be doing business; (d) all instruments that the General Partner deems appropriate to reflect a change or modification of this Agreement or the Partnership in accordance with this Agreement, including, without limitation, the admission of additional Limited Partners or substituted Limited Partners pursuant to the provisions of this Agreement; (e) all conveyances and other instruments or papers deemed advisable by the General Partner to effect the liquidation and termination of the Partnership; and (f) all fictitious or assumed name certificates required or permitted (in light of the Partnership's activities) to be filed on behalf of the Partnership.

SECTION 11.17. Partnership Status. The parties intend to treat the Partnership as a partnership for U.S. federal income tax purposes.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement or have caused this Agreement to be duly executed by their respective authorized officers, in each case as of the date first above stated.

EVERCORE PARTNERS INC.

By: _____
Name:
Title:

EVERCORE TEMPORARY GP INC., solely for purposes of withdrawal

By: _____
Name:
Title:

[INITIAL LIMITED PARTNERS]

By: _____
Name:
Title:

SCHEDULE I

PARTNERS; CAPITAL ACCOUNTS; PARTNERSHIP INTERESTS

Partner	Class A-1 Units	Class A-2 Units	Vested Class B-1 Units	Vested Class B-2 Units	Unvested Class B-1 Units	Unvested Class B-2 Units	Unvested Class C Units
Evercore Partners Inc.	[__]	[__]	[__]	[__]	[__]	[__]	[__]
[Partner]	[__]	[__]	[__]	[__]	[__]	[__]	[__]

SCHEDULE II

CAPITAL BALANCES

Partner	Capital Balance
Evercore Partners Inc.	[__]
[Partner]	[__]

Exhibit 10.2

TAX RECEIVABLE AGREEMENT (as amended from time to time, this "Agreement"), dated as of _____ __, 2006, by and among Evercore Partners Inc., a Delaware corporation (the "Corporation"), and each of the Partners from time to time party hereto.

RECITALS

WHEREAS, the Partners hold partnership units ("Partnership Units") in Evercore LP, a limited partnership organized under the laws of Delaware (the "Partnership");

WHEREAS, the Partnership Units are exchangeable on a one-for-one basis for shares of Class A common stock of the Corporation, par value $0.01 per share (the "Shares"), as provided in the Certificate of Incorporation of the Corporation, as amended or restated, and the Partnership Agreement, as amended or restated;

WHEREAS, the Partnership, and each of its direct and indirect subsidiaries, will have in effect an election under Section 754 of the Internal Revenue Code of 1986, as amended (the "Code"), for each Taxable Year in which an exchange of Partnership Units for Shares occurs, which election is intended to result in an adjustment to the tax basis of the assets owned by the Partnership (solely with respect to the Corporation) at the time of an exchange of Partnership Units for Shares (an "Exchange") (such time, the "Exchange Date") (such assets and any asset whose tax basis is determined, in whole or in part, by reference to the adjusted basis of any such asset, the "Original Assets") by reason of such Exchange and the receipt of payments under this Agreement;

WHEREAS, the income, gain, loss, expense and other Tax items of (i) the Partnership solely with respect to the Corporation may be affected by the Basis Adjustment (defined below) and (ii) the Corporation may be affected by the Imputed Interest (as defined below); and

WHEREAS, the parties to this Agreement desire to make certain arrangements with respect to the effect of the Basis Adjustment and Imputed Interest on the actual liability for Taxes of the Corporation.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Definitions. As used in this Agreement, the terms set forth in this Article I shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"Advisory Firm" means accounting or law firm that is nationally recognized as being expert in Tax matters and that is agreed to by the Equity Committee (as defined in the Partnership Agreement).

"Advisory Firm Letter" shall mean a letter from the Advisory Firm stating that the relevant schedule, notice or other information to be provided by the Corporation to the applicable Partner and all supporting schedules and work papers were prepared in a manner consistent with the terms of this Agreement and, to the extent not expressly provided in this Agreement, on a reasonable basis in light of the facts and law in existence on the date such schedule, notice or other information is delivered to the applicable Partner.

"Agreed Rate" means LIBOR plus _____ basis points.

"Agreement" is defined in the preamble of this Agreement.

"Amended Schedule" is defined in Section 2.04(b) of this Agreement.

"Applicable Treasury Rate" means a rate equal to (1) if an Early Termination Notice is delivered prior to the third anniversary of the Closing Date, _____% or (2) the yield to maturity as of the date an Early Termination Notice is delivered of United States Treasury securities with a constant maturity (the "Applicable Maturity") (as compiled and published in the most recent Federal Reserve Statistical Release H 15 (519)) equal to (a) if such Early Termination Notice is delivered on or after the third anniversary of the Closing Date but prior to the fifth anniversary of the Closing Date, _____ years, (b) if such Early Termination Notice is delivered on or after the fifth anniversary of the Closing Date but prior to the fifteenth anniversary of the Closing Date, the number of years from the date such Early Termination Notice is delivered through the fifteenth anniversary of the Closing Date, or (c) if such Early Termination Notice is delivered on or after the fifteenth anniversary of the Closing Date, _____ years. If there are no United States Treasury securities with a constant maturity equal to the Applicable Maturity, the yield to maturity shall be interpolated from the United States Treasury securities with constant maturities that are most nearly longer than and shorter than the Applicable Maturity.

"Basis Adjustment" means the adjustment to the tax basis of an Original Asset under Sections 743(b) and 754 of the Code and comparable sections of state and local tax laws (as calculated under Section 2.01 of this Agreement) as a result of an Exchange and the payments made pursuant to this Agreement.

"Business Day" means any calendar day that is not a Saturday, Sunday or other calendar day on which banks are required or authorized to be closed in the City of New York or Mexico City.

"Code" is defined in the Recitals of this Agreement.

"Corporation" is defined in the Preamble of this Agreement.

"Corporation Return" means the federal Tax Return and/or state and/or local Tax Return, as applicable, of the Corporation filed with respect to Taxes of any Taxable Year.

"Determination" shall have the meaning ascribed to such term in Section 1313(a) of the Code or similar provision of state and local tax law, as applicable.

"Early Termination Date" means the date of an Early Termination Notice for purposes of determining the Early Termination Payment.

"Early Termination Notice" is defined in Section 4.02 of this Agreement.

"Early Termination Schedule" is defined in Section 4.02 of this Agreement.

"Early Termination Payment" is defined in Section 4.03(b) of this Agreement.

"Early Termination Rate" means the Applicable Treasury Rate plus _____ basis points.

"Exchange" is defined in the Recitals of this Agreement.

"Exchange Basis Schedule" is defined in Section 2.02 of this Agreement.

"Exchange Date" is defined in the Recitals of this Agreement.

"Expert" is defined in Section 7.09 of this Agreement.

"Imputed Interest" shall mean any interest imputed under Section 1272, 1274 or 483 or other provision of the Code and any similar provision of state and local tax law with respect to the Corporation's payment obligations under this Agreement.

"IRS" means the United States Internal Revenue Service.

"LIBOR" means for each month (or portion thereof) during any period, an interest rate per annum equal to the rate per annum reported, on the date two days prior to the first day of such month, on the Telerate Page 3750 (or if such screen shall cease to be publicly available, as reported on Reuters Screen page "LIBO" or by any other publicly available source of such market rate) for London interbank offered rates for U.S. dollar deposits for such month (or portion thereof).

"Market Value" shall mean the closing price of the Shares on the applicable Exchange Date on the national securities exchange or interdealer quotation system on which such Shares are then traded or listed, as reported by the *Wall Street Journal*; provided that if the closing price is not reported by the *Wall Street Journal* for the applicable Exchange Date, then the Market Value shall mean the closing price of the Shares on the Business Day immediately preceding such Exchange Date on the national securities exchange or interdealer quotation system on which such Shares are then traded or listed, as reported by the *Wall Street Journal*.

"Non-Stepped Up Tax Basis" means, with respect to any asset at any time, the tax basis that such asset would have had at such time if no Basis Adjustment had been made.

"Non-Stepped Up Tax Liability" means, with respect to any Taxable Year, the liability for Taxes of the Corporation using the same methods, elections, conventions and similar practices used on the relevant Corporation Return, but using the Non-Stepped Up Tax Basis

instead of the tax basis of the Original Assets and excluding any deduction attributable to the Imputed Interest.

"Original Assets" is defined in the Recitals of this Agreement.

"Partner" means the parties hereto other than the Corporation and each other individual who from time to time executes a Joinder Agreement in the form attached hereto as Exhibit A.

"Partnership" is defined in the Recitals of this Agreement.

"Partnership Agreement" means the Amended and Restated Limited Partnership Agreement of Evercore L.P. dated as of _____, 2006.

"Partnership Units" is defined in the Recitals of this Agreement.

"Payment Date" means any date on which a payment is made pursuant to this Agreement.

"Person" means and includes any individual, firm, corporation, partnership (including, without limitation, any limited, general or limited liability partnership), company, limited liability company, trust, joint venture, association, joint stock company, unincorporated organization or similar entity or governmental entity.

"Proportionate Share" means an amount equal to a fractional share of the transferring Partner's Receivable, the numerator of which shall be the number of Partnership Units that have been transferred to such transferee by the Partner and the denominator of which shall be the total number of Partnership Units held by the Partner as of the date of this Agreement.

"Realized Tax Benefit" means, for a Taxable Year, the excess, if any, of the Non-Stepped Up Tax Liability over the actual liability for Taxes of the Corporation for such Taxable Year using the "with or without" methodology. If all or a portion of the actual tax liability for Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Benefit unless and until there has been a Determination.

"Realized Tax Detriment" means, for a Taxable Year, the excess, if any, of the actual liability for Taxes of the Corporation over the Non-Stepped Up Tax Liability for such Taxable Year using the "with or without" methodology. If all or a portion of the actual tax liability for Taxes for the Taxable Year arises as a result of an audit by a Taxing Authority of any Taxable Year, such liability shall not be included in determining the Realized Tax Detriment unless and until there has been a Determination.

"Receivable" of a Partner means such Partner's rights, interests, and entitlements hereunder as of the date of this Agreement.

"Reconciliation Procedures" shall mean those procedures set forth in Section 7.09 of this Agreement.

"Schedule" means any of the Exchange Basis Schedule, Tax Benefit Schedule and the Early Termination Schedule.

"Shares" is defined in the Recitals of this Agreement.

"Tax Benefit Payment" is defined in Section 3.01(b) of this Agreement.

"Tax Benefit Schedule" is defined in Section 2.03 of this Agreement.

"Tax Return" means any return, declaration, report or similar statement required to be filed with respect to Taxes (including any attached schedules), including, without limitation, any information return, claim for refund, amended return and declaration of estimated Tax.

"Taxable Year" means a taxable year as defined in Section 441(b) of the Code or comparable section of state or local tax law, as applicable, (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made) ending on or after the Exchange Date in which there is a Basis Adjustment due to an Exchange.

"Taxes" means any and all U.S. federal, state, local and foreign taxes, assessments or similar charges measured with respect to net income or profits and any interest, additions to Tax or penalties applicable or related to such Tax.

"Taxing Authority" shall mean any domestic, foreign, federal, national, state, county or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental body exercising any taxing authority or any other authority exercising Tax regulatory authority.

"Treasury Regulations" means the final, temporary and proposed regulations under the Code promulgated from time to time (including corresponding provisions and succeeding provisions) as in effect for the relevant taxable period.

"Valuation Assumptions" shall mean, as of an Early Termination Date, the assumptions that (1) in each Taxable Year ending on or after such Early Termination Date, the Corporation will have taxable income sufficient to fully utilize the deductions arising from the Basis Adjustment and the Imputed Interest during such Taxable Year, (2) the federal income tax rates and state and local income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other law as in effect on the Early Termination Date, (3) any loss carryovers generated by the Basis Adjustment or the Imputed Interest and available as of the date of the Early Termination Schedule will be utilized by the Corporation on a pro rata basis from the date of the Early Termination Schedule through the twentieth anniversary of the Exchange Date and (4) if an Early Termination is effected prior to an Exchange of Partnership Units, clause (i) of Section 2.01 shall be read to include the Market Value of the Shares and cash that would be transferred if the Exchange occurred on the Early Termination Date.

ARTICLE II
DETERMINATION OF REALIZED TAX BENEFIT

SECTION 2.01. Basis Adjustment. The Corporation and the applicable Partner agree that, as a result of an Exchange, the Corporation's basis in the applicable Original Assets shall be increased by the excess, if any, of (i) the Market Value of the Shares and cash transferred to the applicable Partner pursuant to the Exchange plus the amount of payments received pursuant to this Agreement over (ii) the Corporation's share of the basis of the Original Assets immediately after the Exchange attributable to the Partnership Units exchanged as provided in Section 743(b) of the Code and the Treasury Regulations promulgated thereunder. For the avoidance of doubt, payments made under this Agreement shall not be treated as resulting in a Basis Adjustment to the extent such payments are treated as Imputed Interest.

SECTION 2.02. Exchange Basis Schedule. Within 45 calendar days after the filing of the U.S. federal income tax return of the Corporation for each Taxable Year in which any Exchange has been effected, the Corporation shall deliver to the applicable Partner a schedule (the "Exchange Basis Schedule") that shows, in reasonable detail, for purposes of Taxes, (i) the actual unadjusted tax basis of the Original Assets as of each applicable Exchange Date, (ii) the Basis Adjustment with respect to the Original Assets as a result of the Exchanges effected in such Taxable Year, calculated in the aggregate, (iii) the period or periods, if any, over which the Original Assets are amortizable and/or depreciable and (iv) the period or periods, if any, over which each Basis Adjustment is amortizable and/or depreciable.

SECTION 2.03. Tax Benefit Schedule. Within 45 calendar days after the filing of the U.S. federal income tax return of the Corporation for any Taxable Year in which there is a Realized Tax Benefit or Realized Tax Detriment, the Corporation shall provide to the applicable Partner a schedule showing, in reasonable detail, the calculation of the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year (a "Tax Benefit Schedule"). The Schedule will become final as provided in Section 2.04(a) and may be amended as provided in Section 2.04(b) (subject to the procedures set forth in Section 2.04(b)).

SECTION 2.04. Procedures, Amendments

(a) Procedure. Every time the Corporation delivers to the applicable Partner an applicable Schedule under this Agreement, the Corporation shall also (x) deliver to the applicable Partner schedules and work papers providing reasonable detail regarding the preparation of the Schedule and an Advisory Firm Letter supporting such Schedule and (y) allow the applicable Partner reasonable access to the appropriate representatives at the Corporation and the Advisory Firm in connection with a review of such Schedule. The applicable Schedule shall become final and binding on all parties unless the applicable Partner, within 30 calendar days after receiving an Exchange Basis Schedule or amendment thereto or 10 calendar days after receiving a Tax Benefit Schedule or amendment thereto, provides the Corporation with notice of a material objection to such Schedule made in good faith. If the parties, negotiating in good faith, are unable to successfully resolve the issues raised in such notice within 60 calendar days, if with

respect to an Exchange Basis Schedule, or 30 calendar days, if with respect to a Tax Benefit Schedule, after such Schedule was delivered to the applicable Partner, the Corporation and the applicable Partner shall employ the Reconciliation Procedures as described in Section 7.09 of this Agreement.

(b) Amended Schedule. The applicable Schedule for any Taxable Year may be amended from time to time by the Corporation (i) in connection with a Determination affecting such Schedule, (ii) to correct material inaccuracies in the Schedule identified as a result of the receipt of additional factual information relating to a Taxable Year after the date the Schedule was provided to the applicable Partner, (iii) to comply with the Expert's determination under the Reconciliation Procedures, (iv) to reflect a material change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to a carryback or carryforward of a loss or other tax item to such Taxable Year, (v) to reflect a material change in the Realized Tax Benefit or Realized Tax Detriment for such Taxable Year attributable to an amended Tax Return filed for such Taxable Year, or (vi) to adjust the Exchange Basis Schedule to take into account payments made pursuant to this Agreement (such schedule, an "Amended Schedule"); provided, however, that such a change under clause (i) attributable to an audit of a Tax Return by an applicable Taxing Authority shall not be taken into account on an amended Schedule unless and until there has been a Determination with respect to such change.

ARTICLE III
TAX BENEFIT PAYMENTS

SECTION 3.01. Payments

(a) Payments. Within five (5) calendar days of a Tax Benefit Schedule delivered to an applicable Partner becoming final, the Corporation shall pay to the applicable Partner for such Taxable Year the Tax Benefit Payment determined pursuant to Section 3.01(b). Each such Tax Benefit Payment shall be made by wire transfer of immediately available funds to a bank account of the applicable Partner previously designated by such Partner to the Corporation. For the avoidance of doubt, no Tax Benefit Payment shall be made in respect of estimated tax payments, including, without limitation, federal income tax payments. Notwithstanding anything herein to the contrary, in no event shall payments to an applicable Partner under this Agreement exceed an amount to be determined on the Exchange Date as agreed to by the Corporation and the applicable Partner.

(b) A "Tax Benefit Payment" means an amount, not less than zero, equal to 85% of the Corporation's Realized Tax Benefit, if any, for a Taxable Year, increased by, (1) interest calculated at the Agreed Rate from the due date (without extensions) for filing the Corporation Return with respect to Taxes for such Taxable Year and (2) the amount of the excess Realized Tax Benefit reflected on an Amended Tax Benefit Schedule for a previous Taxable Year over the Realized Tax Benefit (or Realized Tax Detriment (expressed as a negative number)) reflected on the Tax Benefit Schedule for such

previous Taxable Year; and decreased by, (3) an amount equal to the Corporation's Realized Tax Detriment (expressed as a negative number) (if any) for any previous Taxable Year, and (4) the amount of the excess Realized Tax Benefit reflected on a Tax Benefit Schedule for a previous Taxable Year over the Realized Tax Benefit (or Realized Tax Detriment (expressed as a negative number)) reflected on the Amended Tax Benefit Schedule for such previous Taxable Year; provided, however, that the amounts described in 3.01(b)(2), (3) and (4) shall not be taken into account in determining a Tax Benefit Payment attributable to any Taxable Year to the extent of such amounts were taken into account in determining any Tax Benefit Payment in a preceding Taxable Year.

SECTION 3.02. No Duplicative Payments. It is intended that the above provisions will not result in duplicative payment of any amount (including interest) required under this Agreement.

SECTION 3.03. Pro Rata Payments. For the avoidance of doubt, to the extent the Corporation's deduction with respect to the Basis Adjustment is limited in a particular Taxable Year, the limitation on the deduction shall be taken into account for each applicable Partner on a *pro rata* basis relative to the total amount of deductions with respect to the aggregate Basis Adjustments for all of the applicable Partners.

ARTICLE IV
TERMINATION

SECTION 4.01. Early Termination of Agreement. The Corporation may terminate this Agreement with respect to some or all of the Partnership Units held (or previously held and exchanged) by the applicable Partner at any time by paying to the applicable Partner the Early Termination Payment; provided that the Corporation terminates this Agreement for a proportional amount of the relevant Partnership Units (whether or not exchanged for Shares) held by each Partner; provided, further, that the Corporation may not terminate this Agreement prior to the fifth anniversary of the date of this Agreement except in the event of a Change of Control (as such term is defined in the Partnership Agreement). Upon payment of the Early Termination Payment by the Corporation, neither the applicable Partner nor the Corporation shall have any further payment obligations under this Agreement in respect of such Partner, other than for any (a) Tax Benefit Payment agreed to by the Corporation and the applicable Partner as due and payable but unpaid as of the Early Termination Notice and (b) Tax Benefit Payment due for the Taxable Year ending with or including the date of the Early Termination Notice (except to the extent that the amount described in clause (b) is included in the Early Termination Payment).

SECTION 4.02. Early Termination Notice. If the Corporation chooses to exercise its right of early termination under Section 4.01 above, the Corporation shall deliver to the applicable Partner notice of such intention to exercise such right ("Early Termination Notice") and a schedule (the "Early Termination Schedule") specifying the Corporation's intention to exercise such right and showing in reasonable detail the calculation of the Early Termination Payment. The applicable Early Termination Schedule shall become final and binding on all parties unless the applicable Partner, within 10 calendar days after receiving the Early Termination Schedule thereto provides the Corporation with notice of a material objection to

such Schedule made in good faith. If the parties, negotiating in good faith, are unable to successfully resolve the issues raised in such notice within 30 calendar days after such Schedule was delivered to the applicable Partner, the Corporation and the applicable Partner shall employ the Reconciliation Procedures as described in Section 7.09 of this Agreement.

SECTION 4.03. Payment upon Early Termination. (a) Within three calendar days after agreement between the applicable Partner and the Corporation of the Early Termination Schedule, the Corporation shall pay to the applicable Partner an amount equal to the Early Termination Payment. Such payment shall be made by wire transfer of immediately available funds to a bank account designated by the applicable Partner.

(b) The "Early Termination Payment" as of the date of an Early Termination Schedule shall equal the present value, discounted at the Early Termination Rate, of all Tax Benefit Payments that would be required to be paid by the Corporation to the applicable Partner beginning from the Early Termination Date assuming the Valuation Assumptions are applied.

ARTICLE V
SUBORDINATION AND LATE PAYMENTS

SECTION 5.01. Subordination. Notwithstanding any other provision of this Agreement to the contrary, any Tax Benefit Payment or Early Termination Payment required to be made by the Corporation to the applicable Partner under this Agreement (an "Exchange Payment") shall rank subordinate and junior in right of payment to any principal, interest or other amounts due and payable in respect of any obligations in respect of indebtedness for borrowed money of the Corporation and its Subsidiaries ("Senior Obligations") and shall rank *pari passu* with all current or future unsecured obligations of the Corporation that are not Senior Obligations.

SECTION 5.02. Late Payments by the Corporation. The amount of all or any portion of an Exchange Payment not made to the applicable Partner when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Agreed Rate and commencing from the date on which such Exchange Payment was due and payable.

ARTICLE VI
NO DISPUTES; CONSISTENCY; COOPERATION

SECTION 6.01. Partner Participation in the Corporation's Tax Matters. Except as otherwise provided herein, the Corporation shall have full responsibility for, and sole discretion over, all Tax matters concerning the Corporation, including without limitation the preparation, filing or amending of any Tax Return and defending, contesting or settling any issue pertaining to Taxes. Notwithstanding the foregoing, the Corporation shall notify the applicable Partner of, and keep the applicable Partner reasonably informed with respect to the portion of any audit of the Corporation by a Taxing Authority the outcome of which is reasonably expected to affect the applicable Partner's rights and obligations under this Agreement, and shall provide to the applicable Partner reasonable opportunity to provide information and other input to the Corporation and its advisors concerning the conduct of any such portion of such audit; provided,

however, that the Corporation shall not be required to take any action that is inconsistent with any provision of the Partnership Agreement.

SECTION 6.02. Consistency. Unless there is a Determination to the contrary, the Corporation and the applicable Partner agree to report and cause to be reported for all purposes, including federal, state and local Tax purposes and financial reporting purposes, all Tax-related items (including without limitation the Basis Adjustment and each Tax Benefit Payment) in a manner consistent with that specified by the Corporation in any Schedule required to be provided by or on behalf of the Corporation under this Agreement. In the event that an Advisory Firm is replaced with another firm acceptable to the Corporation and the applicable Partner, such replacement Advisory Firm shall be required to perform its services under this Agreement using procedures and methodologies consistent with the previous Advisory Firm, unless otherwise required by law or the Corporation and the applicable Partner agree to the use of other procedures and methodologies.

SECTION 6.03. Cooperation. The applicable Partner shall (a) furnish to the Corporation in a timely manner such information, documents and other materials as the Corporation may reasonably request for purposes of making any determination or computation necessary or appropriate under this Agreement, preparing any Tax Return or contesting or defending any audit, examination or controversy with any Taxing Authority, (b) make itself available to the Corporation and its representatives to provide explanations of documents and materials and such other information as the Corporation or its representatives may reasonably request in connection with any of the matters described in clause (a) above, and (c) reasonably cooperate in connection with any such matter.

ARTICLE VII

SECTION 7.01. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile upon confirmation of transmission by the sender's fax machine if sent on a Business Day (or otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

if to the Corporation, to:

Evercore Partners Inc.
55 East 52nd Street
43rd Floor
New York, NY 10055
Attention: Chief Financial Officer
Facsimile Number: (212) 857-3101

with a copy to:

if to the applicable Partner, to:

with a copy to:

Any party may change its address or fax number by giving the other party written notice of its new address or fax number in the manner set forth above.

SECTION 7.02. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7.03. Entire Agreement; No Third Party Beneficiaries. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 7.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

SECTION 7.06. Successors; Assignment; Amendments. No Partner may assign this Agreement to any person without the prior written consent of the Corporation; provided, however, that, to the extent Partnership Units are effectively transferred in accordance with the terms of the Partnership Agreement, the Proportionate Share of the transferring Partner’s Receivable shall automatically be assigned to the transferee of such Partnership Units and the

transferee shall automatically become bound hereby, and such transferee shall execute this Agreement.

No amendment to this Agreement shall be effective unless it shall be in writing and signed by the Corporation and the Partners.

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Corporation shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Corporation, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Corporation would be required to perform if no such succession had taken place.

SECTION 7.07. Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

SECTION 7.08. Resolution of Disputes.

(a) Any and all disputes which are not governed by Section 7.09 and which cannot 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) shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the dispute fail to agree on the selection of an arbitrator within ten (10) days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be a lawyer and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings.

(b) Notwithstanding the provisions of paragraph (a), the Corporation may bring an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), each Partner (i) expressly consents to the application of paragraph (c) of this Section 7.08 to any such action or proceeding, (ii) 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 (iii) irrevocably appoints the Corporation as such Partner’s agent for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise such Partner of any such service of process, shall be deemed in

every respect effective service of process upon the Partner in any such action or proceeding.

(c)

(i) EACH PARTNER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (B) OF THIS SECTION 7.08, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. 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; and

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in paragraph (c) (i) of this Section 7.08 and such parties agree not to plead or claim the same.

SECTION 7.09. Reconciliation. In the event that the Corporation and the applicable Partner are unable to resolve a disagreement within the relevant period designated in this Agreement, the matter shall be submitted for determination to a nationally recognized expert (the "Expert") in the particular area of disagreement mutually acceptable to both parties. The Expert shall be employed by a nationally recognized accounting firm or a law firm (other than the Advisory Firm), and the Expert shall not, and the firm that employs the Expert shall not, have any material relationship with either the Corporation or the applicable Partner or other actual or potential conflict of interest. The Expert shall resolve any matter relating to the Exchange Basis Schedule or an amendment thereto within 30 calendar days and shall resolve any matter relating to a Tax Benefit Schedule or an amendment thereto within 15 calendar days, in each case after the matter has been submitted to the Expert for resolution. Notwithstanding the preceding sentence, if the matter is not resolved before any payment that is the subject of a disagreement is due or any Tax Return reflecting the subject of a disagreement is due, such payment shall be made on the date prescribed by this Agreement and such Tax Return may be filed as prepared by the Corporation, subject to adjustment or amendment upon resolution. The costs and expenses relating to the engagement of such expert or amending any Tax Return shall be borne by the party who did not have the prevailing position, or if a compromise is reached by the Corporation and the applicable Partner, the costs and expenses shall be borne equally by the parties. The Expert shall determine which party prevails. The determinations of the Expert pursuant to this Section 7.09 shall be binding on the Corporation and the applicable Partner absent manifest error.

SECTION 7.10. Withholding. The Corporation shall be entitled to deduct and withhold from any payment payable pursuant to this Agreement such amounts as the Corporation are required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign tax law. To the extent that amounts are so withheld and paid over to the appropriate Taxing Authority by the Corporation, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable Partner.

IN WITNESS WHEREOF, the Corporation and each Partner have duly executed this Agreement as of the date first written above.

EVERCORE PARTNERS INC.

By _____

Name:
Title:

Address:

(*Signature Page to Tax Receivable Agreement*)

By _____

Name:

Title:

Address:

(*Signature Page to Tax Receivable Agreement*)

Exhibit A

FORM OF

JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder letter to the Tax Receivable Agreement, dated as of [_____], 2006 (the "Agreement"), among Evercore Partners Inc., a Delaware corporation (the "Corporation"), and each of the Partners from time to time party thereto. Capitalized terms used but not defined in this Joinder Agreement shall have their respective meanings as defined in the Agreement. This Joinder Agreement shall be governed by, and construed in accordance with, the law of the State of New York. In the event of any conflict between this Joinder Agreement or the Agreement, the terms of this Joinder Agreement shall control.

The undersigned hereby agrees that the undersigned hereby joins and enters into the Agreement having acquired Partnership Units in the Partnership. By signing and returning this Joinder Agreement to the Corporation at 55 East 52nd Street, 43rd Floor, New York, NY 10055, Attention: Chief Financial Officer, the undersigned accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Partner contained in the Agreement, with all attendant rights, duties and obligations of a Partner thereunder. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by the Corporation, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name: _____

Address for Notices:

_____

_____

_____

_____

With copies to:

_____

_____

_____

_____

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date set forth below.

By: _____
Name: _____
Title: _____
Date: _____

Accepted:

EVERCORE PARTNERS INC.

By: _____
Name: _____
Title: _____
Date: _____

(*Signature Page to Joinder Agreement to Tax Receivable Agreement*)

REGISTRATION RIGHTS AGREEMENT

OF

EVERCORE PARTNERS INC.

Dated as of [_____], 2006

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REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (including Appendix A hereto, as such Appendix A may be amended from time to time pursuant to the provisions hereof, this "Agreement"), is made and entered into as of [_____], 2006, by and among Evercore Partners Inc., a Delaware corporation (the "Company"), and the Covered Persons (defined below) from time to time party hereto.

W I T N E S S E T H:

WHEREAS, the Company and the Covered Persons are beneficial owners of partnership units (the "Units") of Evercore LP, a Delaware limited partnership ("Evercore LP"), each of which is exchangeable for one share of the Company's Class A common stock, par value $0.01 per share (the "Class A Common Stock"), at the option of the holder thereof and subject to the provisions of the Partnership Agreement (defined below); and

WHEREAS, the Company desires to provide the Covered Persons with registration rights with respect to shares of Class A Common Stock underlying their Units.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND OTHER MATTERS

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

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

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

(c) "Board" means the Board of Directors of the Company.

(d) "Class A Common Stock" has the meaning ascribed to such term in the Recitals.

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

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

(g) "Covered Units" means, with respect to a Covered Person, such Covered Person's Units.

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

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

(j) "Evercore LP" has the meaning ascribed to such term in the Recitals.

(k) "Exchange Act" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(l) "Equity Committee" has the meaning ascribed to such term in the Partnership Agreement.

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

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

(o) "Indemnified Parties" has the meaning ascribed to such term in Section 2.6.

(p) "IPO Date" means the closing date of the initial public offering of the Class A Common Stock.

(q) "Partnership Agreement" means the Evercore LP Amended and Restated Partnership Agreement, dated [_____], 2006, among the Company and the limited partners of Evercore LP.

(r) "Permitted Transferee" means any transferee of a Unit after the date hereof the transfer of which is permitted by the Partnership Agreement.

(s) "Public Offering" means an underwritten public offering pursuant to an effective registration statement under the Securities Act, other than pursuant to a registration statement on Forms S-4 or S-8 or any similar or successor form.

(t) "Registering Covered Person" has the meaning ascribed to such term in Section 2.5(a).

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

sky" qualifications of the securities registered), (iii) expenses in connection with the preparation, printing, mailing and delivery of any registration statements, prospectuses and other documents in connection therewith and any amendments or supplements thereto, (iv) security engraving and printing expenses, (v) internal expenses of the Company (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (vi) reasonable fees and disbursements of counsel for the Company and customary fees and expenses for independent certified public accountants retained by the Company (including the expenses relating to any comfort letters or costs associated with the delivery by independent certified public accountants of any comfort letters requested pursuant to Section 2.5(h)), (vii) reasonable fees and expenses of any special experts retained by the Company in connection with such registration, (viii) reasonable fees, out-of-pocket costs and expenses of the Covered Persons, including one counsel for all of the Covered Persons participating in the offering selected by the Covered Persons holding the majority of the Registrable Securities to be sold for the account of all Covered Persons in the offering, (ix) fees and expenses in connection with any review by the NASD of the underwriting arrangements or other terms of the offering, and all fees and expenses of any "qualified independent underwriter," including the fees and expenses of any counsel thereto, (x) fees and disbursements underwriters customarily paid by issuers or sellers of securities, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities, (xi) costs of printing and producing any agreements among underwriters, underwriting agreements, any "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities, (xii) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (xiii) expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the registration, marketing or selling of the Registrable Securities, (xiv) fees and expenses payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies and (xv) all out-of-pocket costs and expenses incurred by the Company or its appropriate officers in connection with their compliance with Section 2.5(l).

(v) "Registrable Securities" shall mean shares of Class A Common Stock deliverable or delivered in exchange for Units. For purposes of this Agreement, (i) Registrable Securities shall cease to be Registrable Securities when a Registration Statement covering such Registrable Securities has been declared effective under the Securities Act by the SEC and such Registrable Securities have been disposed of pursuant to such effective Registration Statement and (ii) the Registrable Securities of a holder shall not be deemed to be Registrable Securities at any time when the entire amount of such Registrable Securities proposed to be sold by such Covered Person in a single sale constitutes less than 1% of the then outstanding shares of Class A Common Stock or, in the opinion of counsel satisfactory to the Company and such Covered Person, each in their reasonable judgment, may be distributed to the public pursuant to Rule 144 (or any successor provision then in effect) under the Securities Act in any three-month period or any such Registrable Securities have been sold in a sale made pursuant to Rule 144 of the Securities Act.

(w) "SEC" means the Securities and Exchange Commission.

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

(y) "Subsidiary" means, with respect to any person, any corporation, limited liability company, company, partnership, trust, association or other legal entity or organization of which such person (either directly or through one or more subsidiaries of such person) (a) owns, directly or indirectly, a majority of the capital stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, limited liability company, partnership, trust, association or other legal entity or organization, or (b) is otherwise entitled to exercise (1) a majority of the voting power generally in the election of the board of directors or other governing body of such corporation, limited liability company, partnership, trust, association or other legal entity or organization or (2) control of such corporation, limited liability company, partnership, trust, association or other legal entity or organization.

(z) "Transfer" means, in respect of any Unit, share of Class A Common Stock, property or other asset, any sale, assignment, transfer, distribution or other disposition thereof, whether voluntarily or by operation of Law, including, without limitation, the exchange of any Unit for any other security.

(aa) "Units" has the meaning ascribed to such term in the Recitals.

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

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

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

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

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

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

exhibits, annexes and schedules to this Agreement.

ARTICLE II
REGISTRATION RIGHTS

Section 2.1 Fifth Anniversary Registration.

(a) The Company shall use its commercially reasonable efforts to cause to be declared effective under the Securities Act by the SEC, on or prior to the fifth anniversary of the IPO Date, a registration statement relating to all shares of the following Registrable Securities ("Fifth Anniversary Registration"): Registrable Securities to be delivered to Covered Persons by the Company in respect of the exchange of Units pursuant to the Partnership Agreement and all other Registrable Securities of any Covered Person which Registrable Securities are reasonably expected to continue to be Registrable Securities at the expected filing date for the registration statement with respect to such registration.

(b) The Company shall be liable for and pay all Registration Expenses in connection with any Fifth Anniversary Registration, regardless of whether such Registration is effected.

(c) Upon notice to each Covered Person participating in the Fifth Anniversary Registration, the Company may postpone effecting a registration pursuant to this Section 2.1 on one occasion during any period of six consecutive months for a reasonable time specified in the notice but not exceeding 120 days (which period may not be extended or renewed), if (i) the Company shall determine in good faith that effecting the registration would materially and adversely affect an offering of securities of such company the preparation of which had then been commenced or (ii) the Company is in possession of material non-public information the disclosure of which during the period specified in such notice the Company believes in good faith would not be in the best interests of the Company.

Section 2.2 Demand Registration.

(a) If at any time following the IPO, the Company shall receive a written request (a "Demand Notice") from the Equity Committee that the Company effect the registration under the Securities Act of all or any portion of the Registrable Securities specified in the Demand Notice (a "Demand Registration"), specifying the intended method of disposition thereof, then the Company shall use its commercially reasonable efforts to effect, as expeditiously as reasonably practicable, subject to the restrictions in Section 2.2(d), the registration under the Securities Act of the Registrable Securities for which the Equity Committee has requested registration under this Section 2.2, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be registered. Notwithstanding the foregoing, (i) the Equity Committee shall be entitled to ten Demand Registrations pursuant to this Section 2.2, (ii) the Equity Committee shall be entitled to no more than one demand registration during any six-month period, and (iii) the Company shall not be obligated to make a Demand Registration with respect to the Equity Committee in the event that a Fifth Anniversary Registration or Piggyback Registration (as

defined below) had been available to the Equity Committee within the 180 days preceding the date of the Demand Notice.

(b) At any time prior to the effective date of the registration statement relating to such registration, the Equity Committee may revoke such Demand Registration request by providing a notice to the Company revoking such request. The Company shall be liable for and pay all Registration Expenses in connection with any Demand Registration.

(c) If a Demand Registration involves an underwritten Public Offering and the managing underwriter advises the Company and the Equity Committee that, in its view, the number of shares of Registrable Securities requested to be included in such registration exceeds the largest number of shares that can be sold without having an adverse effect on such offering, including the price at which such shares can be sold (the "Maximum Offering Size"), the Company shall include in such registration, in the priority listed below, up to the Maximum Offering Size:

(i) first, all Registrable Securities requested to be registered in the Demand Registration by the Equity Committee (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among the Covered Persons whose Registrable Securities are included in the Demand Registration on the basis of the relative number of shares of Registrable Securities so requested to be included in such registration by each);

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

(d) Upon notice to the Demand Requesting Covered Person, the Company may postpone effecting a registration pursuant to this Section 2.2 on one occasion during any period of six consecutive months for a reasonable time specified in the notice but not exceeding 120 days (which period may not be extended or renewed), if (i) the Company shall determine in good faith that effecting the registration would materially and adversely affect an offering of securities of such company the preparation of which had then been commenced or (ii) the Company is in possession of material non-public information the disclosure of which during the period specified in such notice the Company believes in good faith would not be in the best interests of the Company.

Section 2.3 Piggyback Registration.

(a) Subject to any contractual obligations to the contrary, if the Company proposes at any time to register any of the equity securities issued by it under the Securities Act (other than a registration on Form S-8 or S-4, or any successor forms, relating to shares of Class A Common Stock issuable in connection with any employee benefit or similar plan of the Company or in connection with a direct or indirect acquisition by the Company of another Person or as a recapitalization or reclassification of securities of the Company), whether or not for sale for its own account, the Company shall each such time give prompt notice at least 15 business days prior to the anticipated filing date of the registration statement relating to such

registration to the Covered Persons, which notice shall set forth such Covered Person's rights under this Section 2.3 and shall offer such Covered Person the opportunity to include in such registration statement the number of Registrable Securities of the same class or series as those proposed to be registered as such Covered Person may request (a "Piggyback Registration"), subject to the provisions of Section 2.3(b). Upon the request of such Covered Person made within five business days after the receipt of notice from the Company (which request shall specify the number of Registrable Securities intended to be registered by such Covered Person), the Company shall use its commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities that the Company has been so requested to register by all such other Covered Persons, to the extent necessary to permit the disposition of the Registrable Securities so to be registered, provided that (i) if such registration involves an underwritten Public Offering, all such Covered Persons requesting to be included in the Company's registration must sell their Registrable Securities to the underwriters selected by the Company in on the same terms and conditions as apply to the Company or the Requesting Covered Persons, as applicable, and (ii) if, at any time after giving notice of its intention to register any securities pursuant to this Section 2.3(a) and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register such securities, the Company shall give notice to all such Covered Persons and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration. No registration effected under this Section 2.3 shall relieve the Company of its obligations to effect a Fifth Anniversary Registration or Demand Registration to the extent required by Section 2.1 or Section 2.2, respectively. The Company shall pay all Registration Expenses in connection with each Piggyback Registration.

(b) Subject to any contractual obligations to the contrary, if a Piggyback Registration involves an underwritten Public Offering and the managing underwriter advises the Company that, in its view, the number of Registrable Securities that the Company and such Covered Persons intend to include in such registration exceeds the Maximum Offering Size, the Company shall include in such registration, in the following priority, up to the Maximum Offering Size:

(i) first, so much of the Company securities proposed to be registered for the account of the Company;

(ii) second, to the Company securities proposed to be registered pursuant to any demand registration rights of third parties;

(iii) third, all Registrable Securities requested to be included in such registration by any Covered Persons (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such Covered Persons on the basis of the relative number of shares of Registrable Securities so requested to be included in such registration by each); and

(iv) fourth, any securities proposed to be registered for the account of any other Persons with such priorities among them as the Company shall determine.

(c) Notwithstanding any provision in this Section 2.3 or elsewhere in this Agreement, no provision relating to the registration of Registrable Securities shall be construed as permitting any Covered Person to effect a transfer of securities that is otherwise prohibited by the terms of any agreement between such Covered Person and the Company or any of its subsidiaries. The Company shall not be obligated to provide notice or afford Piggyback Registration to any Covered Person pursuant to this Section 2.3 unless some or all of such Covered Person's Registrable Securities are permitted to be transferred under the terms of applicable agreements between such Covered Persons and the Company or any of its subsidiaries.

Section 2.4 Lock-Up Agreements. If any registration of Registrable Securities shall be effected in connection with a Public Offering, neither the Company nor the Covered Person shall effect any public sale or distribution, including any sale pursuant to Rule 144, of any shares of Common Stock or other security of the Company (except as part of such Public Offering) during the period beginning 14 days prior to the effective date of the applicable registration statement until the earlier of (i) such time as the Company and the lead managing underwriter shall agree and (ii) 180 days.

Section 2.5 Registration Procedures. Whenever a Covered Person requests that any Registrable Securities be registered pursuant to Section 2.2 or 2.3 or in respect of any Fifth Anniversary Registration pursuant to Section 2.1, subject to the provisions of such Sections, the Company shall use its commercially reasonable efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as practicable, and, in connection with any such request:

(a) The Company shall as expeditiously as reasonably practicable prepare and file with the SEC a registration statement on any form for which the Company then qualifies or that counsel for the Company shall deem appropriate and which form shall be available for the sale of the Registrable Securities to be registered thereunder in accordance with the intended method of distribution thereof, and use its commercially reasonable efforts to cause such filed registration statement to become and remain effective for a period of not less than 40 days, or in the case of a Fifth Anniversary Registration, until all of the Registrable Securities of the Covered Persons included in such registration statement (each, a "Registering Covered Person") shall have actually been sold thereunder.

(b) Prior to filing a registration statement or prospectus or any amendment or supplement thereto, the Company shall, if requested, furnish to each participating Covered Person and each underwriter, if any, of the Registrable Securities covered by such registration statement copies of such registration statement as proposed to be filed, and thereafter the Company shall furnish to such Covered Person and underwriter, if any, such number of copies of such registration statement, each amendment and supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 or Rule 430A under the Securities Act and such other documents as such Covered Person or underwriter may reasonably request in order to facilitate the

disposition of the Registrable Securities owned by such Covered Person. The Covered Person shall have the right to request that the Company modify any information contained in such registration statement, amendment and supplement thereto pertaining to such Covered Person and the Company shall use its all commercially reasonable efforts to comply with such request, provided, however, that the Company shall not have any obligation so to modify any information if the Company reasonably expects that so doing would cause the prospectus to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

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

(d) The Company shall use its commercially reasonable best efforts to (i) register or qualify the Registrable Securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions in the United States as any Registering Covered Person holding such Registrable Securities reasonably (in light of such Covered Person's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Covered Person to consummate the disposition of the Registrable Securities owned by such Covered Person, provided that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 2.5(d), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

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

(f) The Company shall select an underwriter or underwriters in connection with any Public Offering. In connection with any Public Offering, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take such all other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities in any such Public Offering, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with the NASD.

(g) Subject to the execution of confidentiality agreements satisfactory in form and substance to the Company in the exercise of its good faith judgment, the Company will give to each Registering Covered Person, its counsel and accountants (i) reasonable and customary access to its books and records and (ii) such opportunities to discuss the business of the Company with its directors, officers, employees, counsel and the independent public accountants who have certified its financial statements, as shall be appropriate, in the reasonable judgment of counsel, to such Registering Covered Person, to enable them to exercise their due diligence responsibility.

(h) The Company shall use its commercially reasonable efforts to furnish to each Registering Covered Person and to each such underwriter, if any, a signed counterpart, addressed to such Covered Person or underwriter, of (i) an opinion or opinions of counsel to the Company and (ii) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, as a majority of the Registering Covered Persons therefor reasonably requests.

(i) Each such Covered Person registering securities under this Article II shall promptly furnish in writing to the Company such information regarding the distribution of the Registrable Securities as the Company may from time to time reasonably request and such other information as may be legally required or advisable in connection with such registration.

(j) The Covered Person agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.5(e), such Covered Person shall forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Covered Person's receipt of the copies of the supplemented or amended prospectus contemplated by Section 2.5(e), and, if so directed by the Company, such Covered Person shall deliver to the Company all copies, other than any permanent file copies then in such Covered Person's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. If the Company shall give such notice, the Company shall extend the period during which such registration statement shall be maintained effective (including the period referred to in Section 2.5(a)) by the number of days during the period from and including the date of the giving of notice pursuant to Section 2.5(e) to the date when the Company shall make available to such Covered Person a prospectus supplemented or amended to conform with the requirements of Section 2.5(e).

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

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

Section 2.6 Indemnification by the Company. In the event of any registration of any securities of the Company under the Securities Act pursuant to this Article II, the Company will, and it hereby does, indemnify and hold harmless, to the extent permitted by law, a Registering Covered Person, each affiliate of such Registering Covered Person and their respective directors and officers or general and limited partners or members and managing members (including any director, officer, affiliate, employee, agent and controlling Person of any of the foregoing), each other person who participates as an underwriter in the offering or sale of such securities and each other person, if any, who controls such seller or any such underwriter within the meaning of the Securities Act (collectively, the "Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, and expenses (including reasonable attorney's fees and reasonable expenses of investigation) to which such Indemnified Party may become subject under the Securities Act, common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof, whether or not such Indemnified Party is a party thereto) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the Securities Act, any preliminary, final or summary prospectus contained therein, or any amendment or supplement thereto, or (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, in light of the circumstances under which they were made) not misleading, and the Company will reimburse such Indemnified Party for any legal or any other expenses reasonably incurred by it in connection with investigating or defending against any such loss, claim, liability, action or proceeding; provided, that the Company shall not be liable to any Indemnified Party in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement or amendment or supplement thereto or in any such preliminary, final or summary prospectus in reliance upon and in conformity with written information furnished to the Company with respect to such seller through an instrument duly executed by such seller specifically stating that it is for use in the preparation thereof.

Section 2.7 Indemnification by Registering Covered Persons. The Company may require, as a condition to including any Registrable Securities in any registration statement filed in accordance with this Article II, that the Company shall have received an undertaking reasonably satisfactory to it from the Registering Covered Person or any underwriter to indemnify and hold harmless the Company and all other prospective sellers of Registrable Securities with respect to any untrue statement or alleged untrue statement in or omission or

alleged omission from such registration statement, any preliminary, final or summary prospectus contained therein, or any amendment or supplement, if such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company with respect to such seller through an instrument duly executed by such seller or underwriter specifically stating that it is for use in the preparation of such registration statement, preliminary, final or summary prospectus or amendment or supplement, or a document incorporated by reference into any of the foregoing. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any of the Registering Covered Persons, or any of their respective affiliates, directors, officers or controlling persons and shall survive the transfer of such securities by such person. In no event shall the liability of any Registering Covered Person hereunder be greater in amount than the dollar amount of the proceeds received by such Registering Covered Person upon the sale of the Registrable Securities giving rise to such indemnification obligation.

Section 2.8 Conduct of Indemnification Proceedings. Promptly after receipt by an Indemnified Party hereunder of written notice of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to this Article II, such Indemnified Party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the latter of the commencement of such action; provided, that the failure of the Indemnified Party to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Article II, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an Indemnified Party, unless in such Indemnified Party's reasonable judgment a conflict of interest between such Indemnified Party and indemnifying parties may exist in respect of such claim, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such Indemnified Party, and after notice from the indemnifying party to such Indemnified Party of its election so to assume the defense thereof, the indemnifying party will not be liable to such Indemnified Party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof, the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

Section 2.9 Contribution. If the indemnification provided for in this Article II from the indemnifying party is unavailable to an Indemnified Party hereunder in respect of any losses, claims, damages, liabilities or expenses referred to herein, then the indemnifying party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and Indemnified Parties in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and Indemnified Parties shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or Indemnified Parties, and the parties'

relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party under this Section 2.9 as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.9 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 2.10 Participation in Public Offering. No Covered Person may participate in any Public Offering hereunder unless such Covered Person (a) agrees to sell such Covered Person's securities on the basis provided in any underwriting arrangements approved by the Covered Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and the provisions of this Agreement in respect of registration rights.

Section 2.11 Other Indemnification. Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and the Registering Covered Person participating therein with respect to any required registration or other qualification of securities under any federal or state law or regulation or Governmental Authority other than the Securities Act.

Section 2.12 Cooperation by the Company. If the Covered Person shall transfer any Registrable Securities pursuant to Rule 144, the Company shall use its commercially reasonable efforts to cooperate with the Covered Person and shall provide to the Covered Person such information as the Covered Person shall reasonably request.

Section 2.13 No Transfer of Registration Rights. Except as set forth in Section 2.14, none of the rights of the Covered Person under this Article II shall be assignable by any Covered Person to any person acquiring securities unless the person so acquiring such securities shall already be a Covered Person.

Section 2.14 Parties in Interest. Each Covered Person shall be entitled to receive the benefits of this Agreement and shall be bound by the terms and provisions of this Agreement by reason of such Covered Person's election to participate in a registration under this Article II. To the extent Units are effectively transferred in accordance with the terms of the Partnership Agreement, the transferee of such Units shall be entitled to receive the benefits of this Agreement and shall be bound by the terms and provisions of this Agreement upon becoming bound hereby pursuant to Section 3.1(c).

Section 2.15 Acknowledgement Regarding the Company. All determinations necessary or advisable under this Article II shall be made by the Company, the determinations of which shall be final and binding.

Section 2.16 Mergers, Recapitalizations, Exchanges or Other Transactions Affecting Registrable Securities. The provisions of this Agreement shall apply to the full extent set forth herein with respect to the Registrable Securities, to any and all securities or capital stock of Evercore LP or the Company or any successor or assign of any such person (whether by merger, amalgamation, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution of such Registrable Securities, by reason of any dividend, split, issuance, reverse split, combination, recapitalization, reclassification, merger, amalgamation, consolidation or otherwise.

ARTICLE III
MISCELLANEOUS

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

(a) The term of this Agreement shall continue until the first to occur of (i) such time as no Covered Person holds any Covered Units or Registrable Securities and (ii) such time as the Agreement is terminated by the affirmative vote of Covered Persons that beneficially own not less than 66 2/3% of the voting power of the Registrable Securities.

(b) Unless this Agreement is theretofore terminated pursuant to Section 3.1(a) hereof, a Covered Person shall be bound by the provisions of this Agreement with respect to any Covered Units or Registrable Security until such time as such Covered Person ceases to hold any Covered Units or Registrable Security. Thereafter, such Covered Person shall no longer be bound by the provisions of this Agreement other than Sections 2.7, 2.8, 2.9 and 2.11 and Article III, and such Covered Person's name shall be removed from Appendix A to this Agreement.

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

Section 3.2 Amendments; Waiver.

(a) The provisions of this Agreement may be amended only by the affirmative vote of Covered Persons owning not less than 66 2/3% of the voting power of the Registrable Securities.

(b) In addition to any other vote or approval that may be required under this Section 3.2, any amendment of this Agreement that has the effect of changing the obligations of Evercore LP or the Company hereunder to make such obligations materially more onerous to the Evercore LP or Company shall require the approval of Evercore LP or the Company, as the case may be.

(c) Each Covered Person understands that from time to time certain other persons may become Covered Persons and certain Covered Persons will cease to be bound by the provisions of this Agreement pursuant to the terms hereof. This Agreement may be amended from time to time by the Equity Committee (without the approval of any other person), but solely for the purposes of (i) adding to Appendix A Permitted Transferees of the Covered Units as provided in Section 3.1(c) who sign this Agreement and (ii) removing from Appendix A such persons as shall cease to be bound by the provisions of this Agreement pursuant to Sections 3.1(b) hereof, which additions and removals shall be given effect from time to time by appropriate changes to Appendix A.

(d) No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective.

Section 3.3 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 3.4 Notices.

(a) Any communication, demand or notice to be given hereunder will be duly given (and shall be deemed to be received) when delivered in writing by hand or first class mail or by telecopy to a party at its address as indicated below:

If to a Covered Person,

c/o Evercore Partners Inc.
55 East 52nd Street, 43rd Floor
New York, New York 10055
Attention: Chief Financial Officer
Fax: (212) 857-3101

If to the Company, at

Evercore Partners Inc.
55 East 52nd Street, 43rd Floor
New York, New York 10055
Attention: Chief Financial Officer
Fax: (212) 857-3101

The Company shall be responsible for notifying each Covered Person of the receipt of a communication, demand or notice under this Agreement relevant to such Covered Person at the address of such Covered Person then in the records of Evercore LP (and each Covered Person shall notify the Company of any change in such address for communications, demands and notices).

(b) Unless otherwise provided to the contrary herein, any notice which is required to be given in writing pursuant to the terms of this Agreement may be given by telecopy.

Section 3.5 Severability. If any provision of this Agreement is finally held to be invalid, illegal or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired and (b) the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

Section 3.6 Specific Performance. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any part to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall, subject to Section 3.4, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may be then available.

Section 3.7 Assignment; Successors. This Agreement shall be binding upon and inure to the benefit of the respective legatees, legal representatives, successors and assigns of the Covered Persons; provided, however, that a Covered Person may not assign this Agreement or any of his rights or obligations hereunder, and any purported assignment in breach hereof by a Covered Person shall be void; and provided further that no assignment of this Agreement by the Company or to a successor of the Company (by operation of law or otherwise) shall be valid unless such assignment is made to a person which succeeds to the business of such Person substantially as an entirety.

Section 3.8 No Third-Party Rights. Other than as expressly provided herein, nothing in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

Section 3.9 Section Headings. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

Section 3.10 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

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

EVERCORE PARTNERS INC.

By: _____
Name:
Title:

[Covered Persons]

By: _____
Name:
Title:

Exhibit 21.1

List of Subsidiaries

At the time of this offering, the following entities will become subsidiaries of Evercore LP:

Name	**Jurisdiction of Incorporation or Organization**
Evercore Group Holdings L.P.	Delaware
Evercore Group Holdings L.L.C.	Delaware
Evercore Partners Services East L.L.C.	Delaware
Evercore Financial Advisors L.L.C.	Delaware
Evercore Restructuring L.L.C.	Delaware
Evercore Advisors L.L.C.	Delaware
Evercore Venture Advisors L.L.C.	Delaware
Evercore Group L.L.C.	Delaware
Evercore Properties Inc.	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement of Evercore Partners Inc. on Form S-1 of:

Our report dated April 28, 2006 relating to the combined financial statements of Evercore Holdings as of December 31, 2004 and 2005 and for each of the three years in the period ended December 31, 2005, appearing in the Prospectus, which is part of this Registration Statement; and

Our report dated May 12, 2006 relating to the statement of financial condition of Evercore Partners Inc. as of May 12, 2006, appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the headings “Summary Historical and Pro Forma Financial and Other Data”, “Experts” and “Selected Historical Financial and Other Data” in such Prospectus.

/s/ Deloitte & Touche LLP
New York, NY
May 12, 2006

Exhibit 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the use in this Registration Statement on Form S-1 of our report dated March 31, 2006 relating to the combined consolidated financial statements and financial statement schedules of Protego Asesores S.A. de C.V. subsidiaries and associated company, which appears in such Registration Statement. We also consent to the references to us under the headings “Experts” and “Selected Financial Data” in such Registration Statement.

/s/ PricewaterhouseCoopers S.C.
Mexico City
May 12, 2006

Exhibit 99.1

VOTING AGREEMENT

VOTING AGREEMENT, dated as of [_____], 2006 (this "Agreement"), between Roger C. Altman and Austin M. Beutner (each, a "Shareholder" and collectively, the "Shareholders").

WHEREAS, following the initial public offering (the "Offering") of shares of Class A common stock, par value $.01 per share, of Evercore Partners Inc. (the "Company"), a Delaware corporation, (the "Class A Common Stock" and together with the shares of Class B common stock, par value $.01 per share, of the Company, the "Common Stock"), the Shareholders desire to vote the Common Stock over which they have voting power together with respect to all matters submitted to holders of Common Stock;

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

1) Agreement to Vote. Each Shareholder agrees that from and after the date of the Offering, at any meeting (whether annual or special, and at each adjourned or postponed meeting, however called) of, and whenever the holders of shares of Common Stock act by written consent with respect to any matters submitted to, holders of shares of Common Stock, each Shareholder shall consult and agree with the other Shareholder on each matter submitted to a vote of the holders of Common Stock and each Shareholder will vote or otherwise give such Shareholder's consent with respect to, or cause to be voted at such meeting or provide consent with respect to, the Common Stock over which such Shareholder has voting power as of the relevant time together with the Common Stock over which the other Shareholder has voting power as of the relevant time in accordance with such Shareholders' agreement.

2) No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in any Shareholder any direct or indirect ownership or incidence of ownership of or with respect to any shares of Common Stock held by the other Shareholder.

3) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

4) Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the Shareholders.

5) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter of this Agreement and (ii) is not intended to confer upon any person other than the parties hereto (and their respective successors and assigns) any rights or remedies.

*** * ***

IN WITNESS WHEREOF, each of the Shareholders has signed this Agreement as of the date first written above.

Roger C. Altman

Austin M. Beutner