UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **May 21, 2009**

EVERCORE PARTNERS INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-32975**	**20-4748747**
(State or other jurisdiction of incorporation)	***(Commission File Number)***	***(IRS Employer Identification No.)***

55 East 52nd Street, 43rd Floor
New York, New York **10055**
(Address of principal executive offices) ***(Zip Code)***

(212) 857-3100
(Registrant's telephone number, including area code)

NOT APPLICABLE
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item. 1.01 Entry into a Material Definitive Agreement.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 22, 2009, Evercore Partners Inc. (the "Company") announced that Ralph L. Schlosstein, 58, has been elected as a member of the Board of Directors of the Company and appointed as the Company's President and Chief Executive Officer. Mr. Altman will continue to serve as the Chairman of the Board of Directors of the Company and will continue to be employed by the Company pursuant to the terms of his employment agreement with the Company, which agreement has been previously filed by the Company with the SEC as Exhibit 10.25 to the Company's Annual Report on Form 10-K filed on February 12, 2008.

Mr. Schlosstein was, until April 30, 2009, the Chief Executive Officer of HighView Investment Group ("HighView"), a newly formed alternative investment management firm. As previously reported, on September 8, 2008, the Company committed, subject to certain conditions, to a capital investment of $150.0 million to HighView. Two other institutional investors and Mr. Schlosstein committed an additional $450 million with the expectation that additional capital would be closed on in the first quarter of 2009. Mr. Schlosstein decided to return the investors capital at the end of April 2009 and to wind down HighView due to the dramatic change in the alternatives investment markets.

Prior to forming HighView in 2008, Mr. Schlosstein was for almost twenty years the President of BlackRock, Inc. ("Blackrock"). Mr. Schlosstein co-founded BlackRock in 1988 with BlackRock's Chairman and Chief Executive Officer, Laurence D. Fink. Mr. Schlosstein was a director of BlackRock, chaired BlackRock's Management Committee, and served on its Executive Committee and its Investment Committee.

Subscription Agreement

On May 21, 2009, prior to Mr. Schlosstein's election as a director and appointment as the President and Chief Executive Officer of the Company, the Company, Evercore LP, a Delaware limited partnership (the "Partnership") and Mr. Schlosstein and Jane Hartley, as the Trustee of the Ralph L. Schlosstein 1998 Long-Term Trust, entered into a subscription agreement (the "Subscription Agreement") in which Mr. Schlosstein and Ms. Hartley, as Trustee, subscribed for and agreed to purchase 1,391,466 Class B-3 Units (the "Partnership Units") of the Partnership for a purchase price of $15,000,000 and the Partnership agreed to issue the Partnership Units to Mr. Schlosstein and Ms. Hartley, as Trustee, and admit Mr. Schlosstein and Ms. Hartley, as Trustee, as limited partners of the Partnership. In connection with the issuance of the Partnership Units, Amendment No. 2 to the Amended and Restated Limited Partnership Agreement of Evercore LP (as supplemented and amended to the date hereof) will be executed. In addition, the Partnership agreed to sell to each of Mr. Schlosstein and Ms. Hartley, as Trustee, one share of Class B Common Stock of the Company.

The Partnership Units will not be exchangeable for a five year period (other than in the event of earlier (i) termination of Mr. Schlosstein's employment due to death, disability, termination without Cause or resignation for Good Reason (each as defined in the Employment Agreement (as defined below)) or (ii) Change in Control (as defined in the Company's 2006 Stock Incentive Plan)), and can not be pledged as collateral to secure a loan or other financing or be hedged prior to the period when such Partnership Units become exchangeable.

In the event Mr. Schlosstein resigns with Good Reason or is terminated for Cause, the Company will have the option, but not the obligation, to reacquire all of the purchased units at their then fair value by exercising a "call right" within 90 days following Mr. Schlosstein's termination. If such termination occurs within the first 5 years, the determination of fair market value will include adjustments for lack of marketability in the manner taken into account for purposes of the initial accounting valuation. If such termination occurs after 5 years, the determination of fair market value will not include adjustment for lack of marketability.

Employment Agreement

On May 21, 2009, the Company, the Partnership and Mr. Schlosstein entered into an employment agreement (the "Employment Agreement") with respect to Mr. Schlosstein's appointment as President and Chief Executive Officer of the Company and election as a member of the Board of Directors of the Company, in each case, commencing on May 21, 2009 (the "Commencement Date").

The Employment Agreement provides for an initial term of five years commencing on the Commencement Date.

The financial terms of the Employment Agreement include (1) an annual base salary of $500,000, (2) an annual bonus (the "Annual Bonus"), subject to Mr. Schlosstein's continued employment through the bonus payment date, with a target amount equal to $1,325,000 for the remainder of the 2009 calendar year and with actual bonus amounts for 2009 and subsequent years to be determined in the sole discretion of the compensation committee of the Board of Directors of the Company (the "Compensation Committee") based upon performance goals established by the Compensation Committee after consultation with Mr. Schlosstein, and (3) a sign-on bonus to be paid in cash in the amount of $6.1 million. Fifty percent of the Annual Bonus (or such lesser percentage as determined in the sole discretion of the Compensation Committee) will be delivered in the form of full-value equity awards (e.g., restricted stock units) which vest on terms comparable with all other employees (currently 25% per year).

In addition to the foregoing, Mr. Schlosstein will be entitled to participate in all employee benefit programs in which other senior executive officers of the Company generally participate.

The Employment Agreement provides that if Mr. Schlosstein's employment is terminated by the Employer for Cause or if Mr. Schlosstein resigns without Good Reason Mr. Schlosstein shall receive any unpaid base salary as of that date and other Accrued Rights (as defined in the Employment Agreement).

The Employment Agreement further provides that if Mr. Schlosstein's employment is terminated by the Company without Cause or by Mr. Schlosstein for Good Reason, then, subject to his execution, delivery and non-revocation of a release of claims with respect to the Company and its affiliates, Mr. Schlosstein will be entitled to receive, in addition to certain Accrued Rights, as discussed above, (i) a lump sum cash payment equal to Mr. Schlosstein's earned but unpaid Annual Bonus, if any, payable in respect of the fiscal year immediately preceding the fiscal year in which the termination occurs, payable when the annual incentive bonus would have otherwise been payable had Mr. Schlosstein's employment not terminated; (ii) a lump sum cash payment equal to a pro-rata portion of the Annual Bonus that would otherwise have been payable to Mr. Schlosstein for the fiscal year in which the termination occurs, determined in the same manner and payable at the same time as such Annual Bonus would otherwise have been payable had Mr. Schlosstein's employment not terminated, with such pro-ration to be determined based on the number of months (and any fraction thereof) Mr. Schlosstein is employed during the fiscal year in which termination occurs, relative to 12 months; (iii) the restricted stock or restricted stock units granted to Mr. Schlosstein in respect of his Annual Bonuses, if any, shall become fully vested, and (iv) the restricted stock units granted pursuant to the Restricted Stock Unit Agreement (as defined below) to Mr. Schlosstein upon his commencement of employment will become vested to the extent that any applicable share price targets have been achieved by the date of such termination.

In connection with the Employment Agreement, Mr. Schlosstein also entered into a Confidentiality, Non-Solicitation and Proprietary Information Agreement with the Company (the "Employee Agreement"). Pursuant to the Employee Agreement, Mr. Schlosstein is subject to a covenant not to (i) compete with the Company or its affiliates while employed and for twelve months following his termination of employment for any reason and (ii) solicit our employees, consultants and certain actual and prospective clients while employed and for twelve months following his termination of employment for any reason, in each case, subject to certain specified exclusions. Notwithstanding the foregoing, in the event of a termination of Mr. Schlosstein's employment without Cause or for Good Reason, the non-competition and non-solicitation restrictions will only apply for six months if the Company elects to pay Mr. Schlosstein's base salary and provide continued medical plan coverage during such period. The Employment Agreement also contains a covenant not to disclose confidential information and an assignment of property rights provision.

Equity and Equity-Based Awards

In addition to the foregoing, the Employment Agreement provides for the grant to Mr. Schlosstein, in accordance with and pursuant to the terms of the Company's 2006 Stock Incentive Plan, of 900,000 restricted stock units (the "RSUs"). Such grant was made pursuant to a separate restricted stock unit award agreement (the "Restricted Stock Unit Award Agreement") entered into prior to Mr. Schlosstein's election as a director and appointment as the President and Chief Executive Officer of the Company.

The RSUs vest on the fifth anniversary of the Commencement Date, subject to Mr. Schlosstein's continuous employment through such date (or if prior to the fifth anniversary, Mr. Schlosstein's employment is terminated without Cause or for Good Reason or due to his death or disability) , in the event the following additional performance conditions have been satisfied:

- 180,000 shares will be eligible to vest if the stock price closes at or above $20 for 20 consecutive trading days at any time during the 5-year period following the start date.
- 180,000 shares will be eligible to vest if the stock price closes at or above $25 for 20 consecutive trading days at any time during the 5-year period following the start date.
- 180,000 shares will be eligible to vest if the stock price closes at or above $30 for 20 consecutive trading days at any time during the 5-year period following the start date.
- 180,000 shares will be eligible to vest if the stock price closes at or above $35 for 20 consecutive trading days at any time during the 5-year period following the start date.
- 180,000 shares will be eligible to vest if the stock price closes at or above $40 for 20 consecutive trading days at any time during the 5-year period following the start date.

Shares will be deliverable upon vesting and will be eligible for net settlement for withholding tax purposes.

RSUs not previously settled in shares of Class A Common Stock are subject to forfeiture in the event of uncured material breach of the restrictive covenants.

The Subscription Agreement, Employment Agreement, Restricted Stock Unit Award Agreement, Form of Amendment No. 2 to the Partnership's Second Amended and Restated Limited Partnership Agreement and Employee Agreement are filed as exhibits 99.1, 99.2, 99.3, 99.4 and 99.5 hereto, respectively, and are hereby incorporated by reference. The foregoing descriptions of these agreements are qualified in their entirety by reference to these exhibits.

Item 7.01 Regulation FD Disclosure

A copy of the press release announcing the election of Mr. Schlosstein as a member of the board of directors of the Company and appointment as the Company's President and Chief Executive Officer has been furnished as Exhibit 99.6 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
99.1	Subscription Agreement, dated as of May 21, 2009 by and among Evercore Partners Inc., Evercore LP, Ralph L. Schlosstein and Jane Hartley, as the Trustee of the Ralph L. Schlosstein 1998 Long-Term Trust
99.2	Employment Agreement, dated as of May 21, 2009 by and among Evercore Partners Inc., Evercore LP and Ralph L. Schlosstein
99.3	Restricted Stock Unit Award Agreement, dated as of May 21, 2009 by and among Evercore Partners Inc., Evercore LP and Ralph L. Schlosstein
99.4	Form of Amendment No.2 dated as of May 27, 2009 to Evercore LP's Amended and Restated Limited Partnership Agreement
99.5	Confidentiality, Non-Solicitation and Proprietary Information Agreement, dated as of May 21, 2009 by and among Evercore Partners Inc. and Ralph L. Schlosstein
99.6	Press Release, dated May 22, 2009

SIGNATURES

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

EVERCORE PARTNERS INC.

Date: May 22, 2009

/s/ Adam B. Frankel

By: Adam B. Frankel

Title: General Counsel

Exhibit 99.1

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of May 21, 2009, by and among Evercore LP, a Delaware limited partnership (the "Partnership"), Evercore Partners Inc., a Delaware corporation, as general partner of the Partnership (the "General Partner"), and Ralph L. Schlosstein (the "Investor") and Jane Hartley, as the Trustee of the Ralph L. Schlosstein 1998 Long-Term Trust under agreement dated as of February 2, 1998, between Ralph L. Schlosstein, as Donor, and Jane Hartley, as Trustee (the "Trust") and, together with the Investor, the "Investors"). Capitalized terms used herein but not defined herein shall have the meaning set forth in the Partnership Agreement (as defined below)

RECITALS

WHEREAS, the Investors are willing to purchase, and the Partnership is willing to sell to the Investors, on the terms and subject to the conditions set forth herein, 1,391,466 newly issued Class B-3 Units of the Partnership (the "Class B-3 Units") having the rights, powers, duties and preferences set forth in the Amended and Restated Limited Partnership Agreement, dated as of August 7, 2006, as supplemented by the Supplement to the Amended and Restated Limited Partnership Agreement on August 7, 2006, and as amended by Amendment No. 1 to the Amended and Restated Limited Partnership Agreement dated as of May 9, 2007 and Amendment No. 2 to the Amended and Restated Limited Partnership Agreement, the form of which is attached hereto as Exhibit A ("Amendment No. 2") (collectively, as amended, supplemented or modified from time to time, the "Partnership Agreement") and two (2) shares of Class B Common Stock, par value $.01 per share, of the General Partner (the "Class B Shares").

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree as follows:

1. ***Sale and Purchase of the Class B-3 Units and the Class B Shares; Admission***.

(a) Upon the terms and subject to the conditions of this Agreement, the Investor hereby subscribes for and agrees to purchase 927,644 Class B-3 Units for a purchase price of $10,000,000 (the "Investor Subscription Amount"), to be wired by the Investor in immediately available funds to the account notified by the Partnership to the Investor. In consideration for the transfer, contribution and delivery of such Subscription Amount, the Partnership hereby agrees to issue 927,644 Class B-3 Units to the Investor and admit the Investor as a limited partner of the Partnership. Upon the terms and subject to the conditions of this Agreement, the Trust hereby subscribes for and agrees to purchase 463,822 Class B-3 Units for a purchase price of $5,000,000 (the "Trust Subscription Amount" and, together with the Investor Subscription Amount, the "Subscription Amounts"), to be wired by the Trust in immediately available funds to the account notified by the Partnership to the Trust. In consideration for the transfer, contribution and delivery of the Trust Subscription Amount, the Partnership hereby agrees to issue 463,822 Class B-3 Units to the Trust and admit the Trust as a limited partner of the Partnership. In addition, and in further consideration of the transfer, contribution and delivery of the Subscription Amounts, the Partnership hereby agrees to sell to each Investor one Class B Share. Unless the General Partner of the Partnership and the Investors otherwise agree, payment for and delivery of the Class B-3 Units and the Class B Shares shall occur on Wednesday, May 27, 2009.

(b) Upon the issuance to the Investors of the Class B-3 Units, each Investor shall be admitted to the Partnership as a limited partner of the Partnership and each Investor hereby agrees to be bound by the terms and conditions of the Partnership Agreement and agrees to execute any documents or agreements required by the General Partner of the Partnership in connection with its subscription and admission as a limited partner of the Partnership, including a counterpart of the Partnership Agreement.

2. ***Representations and Warranties of the Partnership.***

The Partnership represents and warrants to the Investors, as of the date hereof, that:

(a) The Partnership is a limited partnership, validly existing and in good standing under the laws of the State of Delaware and has the full power, authority and legal right to execute, deliver and perform this Agreement and to consummate the transactions contemplated herein.

(b) This Agreement has been duly executed and delivered by or on behalf of the Partnership and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies.

(c) The Class B-3 Units, when issued upon payment in full of the Subscription Amount therefor, will be duly authorized, validly issued, fully paid and non-assessable, except as may be otherwise set forth in the Partnership Agreement or applicable law.

(d) The Class B Shares are duly authorized, validly issued, fully paid and non-assessable.

(e) Neither the Partnership, nor any of its affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act of 1933) in connection with the offer or sale of the Class B-3 Units or the Class B Shares.

3. ***Representations and Warranties of Investor***.

Each Investor represents and warrants, as of the date hereof, that:

(a) Such Investor has full legal capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized (if applicable), executed and delivered by such Investor and is the legal, valid and binding obligation of such Investor enforceable against it in accordance with the terms hereof, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and the availability of equitable remedies.

(b) Such Investor acknowledges and agrees that it previously has been furnished with the Partnership Agreement, including Amendment No. 2.

(c) Such Investor has been advised that the Class B-3 Units are subject to restrictions upon transfer as set forth in the Partnership Agreement. In addition, the Class B-3

Units and the Class B Shares have not been registered under the Securities Act or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. Such Investor is aware that the General Partner and the Partnership are under no obligation to effect any such registration with respect to the Class B-3 Units or the Class B Shares or to file for or comply with any exemption from registration. Such Investor is purchasing the Class B-3 Units and the Class B Share to be acquired by such Investor hereunder for its own account for investment purposes only and not with a view to, or for resale in connection with, the distribution thereof in violation of the Securities Act. Such Investor has such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time. Such Investor is an "accredited investor" (as that term is defined in Regulation D under the Securities Act) or the sale of the Class B-3 Units and the Class B Share to such Investor otherwise satisfies an exemption from the registration requirements of the Securities Act.

4. ***Miscellaneous***.

(a) *Entire Agreement*. This Agreement and the other agreements referred to herein set forth the entire understanding among the parties hereto with respect to the subject matter hereof. The parties hereto acknowledge and agree that the provisions of the Partnership Agreement apply to the issuance of the Class B-3 Units and that the Class B-3 Units, upon issuance, will be subject to the terms, conditions, rights and obligations contained in the Partnership Agreement.

(b) *Amendment; Waiver*.

(i) This Agreement can be amended only by an instrument in writing signed by each of the parties hereto. Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective.

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

(c) *No Third Party Beneficiaries; Assignment*. 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. The rights and obligations under this Agreement may not be assigned by any party hereto without the prior written consent of the other parties and any attempted assignment shall be null and void and of no force or effect.

(d) *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 4(d).

(e) *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 addresses specified in Section 11.02 of the Partnership Agreement.

(f) *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GENERAL PARTNER

EVERCORE PARTNERS INC.

By: /s/ Robert B. Walsh
Name: Robert B. Walsh
Title: Chief Financial Officer

PARTNERSHIP

EVERCORE LP

By: Evercore Partners Inc., its general partner

By: /s/ Robert B. Walsh
Name: Robert B. Walsh
Title: Chief Financial Officer

INVESTOR

/s/ Ralph L. Schlosstein
Ralph L. Schlosstein

TRUST

TRUSTEE OF THE RALPH L. SCHLOSSTEIN
1998 LONG-TERM TRUST UNDER
AGREEMENT DATED AS OF FEBRUARY 2,
1998, BETWEEN RALPH L. SCHLOSSTEIN,
AS DONOR, AND JANE HARTLEY, AS
TRUSTEE

By: /s/ Jane Hartley, Trustee
Name: Jane Hartley
Title: Trustee

Exhibit 99.2

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") made as of May 21, 2009 by and between Evercore Partners Inc. (the "Company"), Evercore LP (the "Partnership") (Company and Partnership, each and collectively, "Employer") and Ralph L. Schlosstein (the "Executive").

In consideration of the promises and mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 9 of this Agreement, Executive shall be employed by the Employer for period commencing upon mutual execution hereof (the "Effective Date") and ending on the fifth anniversary of the Effective Date (the "Term") on the terms and subject to he conditions set forth in this Agreement. For purposes of this Agreement, "Employment Term" shall mean the period of time that Executive is employed hereunder during the Term.

2. Position.

a. During the Employment Term, Executive shall serve as President and Chief Executive Officer of the Company and, to the extent elected, as a member of the Board of Directors of the Company (the "Board"). In such positions, Executive shall have the authority and duties commensurate with such positions, as shall be determined from time to time by the Board. Executive will report directly to the Board.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or materially interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive (x) from managing Executive's personal investments, (y) from continuing to serve on any board of directors, or as trustee, of any business corporation or any charitable organization on which Executive serves as of the Effective Date and which have been previously disclosed to the Employer and serving on the boards of directors of any portfolio companies of investment funds managed by the Partnership or its affiliates; and (z) subject to the prior approval of the Board (which shall not be unreasonably withheld), from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or materially interfere with the performance of Executive's duties hereunder or conflict with Section 10 of this Agreement.

c. The parties hereby acknowledge that, while Executive is employed hereunder by both the Partnership and the Company, it is anticipated that all of Executive's business time and effort will be devoted to services for the Partnership. Consequently, subject to future adjustment as necessary from time to time to reflect the accurate allocation of time and effort expended by Executive for the Company and Partnership, respectively, all of Executive's compensation hereunder shall be allocated as compensation for work performed on behalf of the Partnership.

3. Base Salary. During the Employment Term, the Employer shall pay Executive a base salary at the annual rate of $500,000, payable in regular installments in accordance with the Employer's usual payment practices. Executive shall be entitled to such increases in Executive's base salary, if any, as may be determined from time to time in the sole discretion of the Board. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary." Executive's Base Salary may not, in any event, be decreased below $500,000.

4. Annual Incentive Bonus.

a. For each calendar year ending during the Employment Term (each a "Fiscal Year"), Executive will be eligible to earn an annual bonus (the "Annual Incentive Bonus"). Executive's target Annual Incentive Bonus will be $1,325,000 with respect to the remainder of the 2009 calendar year. The actual amount of the Annual Incentive Bonus with respect to the 2009 calendar year, and any subsequent Fiscal Years, will be determined by the Compensation Committee of the Board (the "Committee"), in their sole discretion, with reference to Executive's and the Employer's fulfillment of performance goals established by the Committee (after consultation with Executive) with respect to the applicable Fiscal Year.

b. Subject to Section 4(c), below, Executive's Annual Incentive Bonus for any Fiscal Year shall be paid no later than the March 15th following the completion of the applicable Fiscal Year, but will only be paid if Executive remains continuously employed with the Employer through such payment date; provided that, if the requirements of Treas. Reg. § 1.409A-2(b)(7)(i) (or any successor provision) are then met, the Employer will delay the payment of the Annual Incentive Bonus in respect of any Fiscal Year to the extent the Employer reasonably anticipates that the Employer's deduction with respect to such payment otherwise would be limited or eliminated by application of Section 162(m) of the Internal Revenue Code, in which case such unpaid Annual Incentive Bonus amounts (the "Deferred Amounts") will be made upon the earlier of (x) the earliest date at which the Employer reasonably anticipates that the deduction of the payment of such Deferred Amounts will not be limited or eliminated by application of Section 162(m) of the Internal Revenue Code or (y) Executive's separation from service. Deferred Amounts shall accrue interest at the prime rate, plus 1%.

c. 50% of the Annual Incentive Bonus (or such lesser percentage as may be determined in the sole discretion of the Committee of the Board) will be payable in restricted equity issued by the Company or its affiliates, subject to vesting based on the continued service of Executive to the Employer (which is currently contemplated to be in four annual installments); provided that the form of award, date of grant, vesting terms and transfer restrictions applicable to such equity will be substantially similar to the corresponding terms of the equity portion of annual bonuses paid to other executive officers of the Employer with respect to the same Fiscal Year and shall be structured in a manner intended to comply with Section 409A of the Code.

5. Awards Upon Effective Date.

a. Signing Bonus. On the Effective Date and subject to his commencement of employment at that time, Executive will receive a cash signing bonus of $6,100,000.

b. Grant of RSUs. On the Effective Date and subject to his commencement of employment at that time, Executive will receive a grant of restricted stock units ("RSUs"), as memorialized in (and subject to the terms of) the restricted stock unit award agreement attached hereto as Exhibit A. Each RSU will represent the right to receive one share of Class A common stock of the Company in the future, following the satisfaction of specified conditions.

6. Purchase of Partnership Units. Executive has entered into the Subscription Agreement attached hereto as Exhibit B to effectuate the purchase of newly issued Class B-3 Units of the Partnership, as therein described.

7. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in all employee benefit programs of the Employer and its affiliates maintained for the benefit of employees of the Employer on a basis which is no less favorable than is provided generally to other U.S. executive officers of the Employer (collectively, the "Employee Benefits")

8. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Employer in accordance with Employer policies, provided claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date such expenses are incurred.

9. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Employer at least 90 days advance written notice of any resignation of Executive's employment without Good Reason (as defined in Section 9(b). Notwithstanding any other provision of this Agreement, the provisions of this Section 9 shall exclusively govern Executive's rights upon termination of employment with the Employer and its affiliates.

a. By the Employer For Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Employer for Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason.

(ii) For purposes hereof, "Cause" shall mean: (A) a breach of any of Executive's material obligation under the Employee Agreement (as defined below) or any other agreement with Employer or its affiliates, or Executive's breach of any duty owed to Employer or its affiliates; (B) the conviction of, or plea of guilty or nolo contendere by, Executive in respect of any felony; (C) the perpetration by Executive of fraud against the Employer; (D) the willful and continued failure by Executive to substantially perform

Executive's duties with the Employer in Executive's position on a full-time basis (other than any such failure resulting from Executive's death or Disability (as defined in Section 9(b)), provided that an act, or a failure to act, on Executive's part shall be deemed "willful" only if done, or omitted to be done, by Executive not in good faith or without a reasonable belief that Executive's action or omission was in or not opposed to the best interests of the Employer; or (E) any willful misconduct by Executive which could have, or could reasonably be expected to have, an adverse effect in any material respect on (i) Executive's ability to function as an employee of the Employer, taking into account the services required of Executive or (ii) the business and/or reputation of the Employer; provided, however, that in the case of clauses (A), (D) and (E), "Cause" shall not exist if such breach, failure or misconduct, if capable of being cured, shall have been cured by Executive within 10 business days after receipt of written notice thereof from the Employer.

(iii) Any termination for Cause shall be effected by a resolution of the majority of the members of the Board. Prior to the effectiveness of any such termination, Executive shall be afforded an opportunity to meet with the Board, upon reasonable notice under the circumstances, and explain and defend any action or omission alleged to constitute grounds for a termination for Cause, provided that the Board may suspend Executive from his duties hereunder prior to such opportunity and such suspension shall not constitute a breach of this Agreement by the Employer or otherwise form the basis for a termination for Good Reason. If Executive has, and utilizes, such opportunity to be heard, the Board shall promptly reaffirm that grounds for a termination for Cause exist or reinstate Executive to his position hereunder.

(iv) If Executive's employment is terminated by the Employer for Cause or if Executive resigns without Good Reason (which shall not include a termination of employment due to Executive's death or Disability (as such term is defined in Section 9(b)(i) below)), Executive shall be entitled to receive:

(A) any Base Salary earned but unpaid through the date of termination;

(B) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation, for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment;

(C) any unpaid Deferred Amounts; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Employer (the payments and benefits described in clauses (A), (B), (C) and (D) hereof being referred to as the "Accrued Rights").

Following the termination of Executive's employment by the Employer for Cause or resignation by Executive without Good Reason, except as set forth in this Section 9(a)(iv), Executive shall have no further rights under this Agreement.

b. Death, Disability, Termination by the Employer Without Cause or Resignation by Executive for Good Reason.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Employer if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six consecutive months or for an aggregate of nine months in any 24 consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Employer cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Employer. If Executive and the Employer cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Employer and Executive shall be final and conclusive for all purposes of the Agreement.

(ii) The Employment Term and Executive's employment hereunder may be terminated by the Employer without Cause or by Executive's resignation for Good Reason (each, a "Qualifying Termination").

(iii) For purposes of this Agreement, "Good Reason" shall mean (A) the failure of the Employer to pay or cause to be paid Executive's Base Salary or Annual Incentive Bonus (to the extent earned in accordance with the terms of the applicable arrangement), if any, when due, (B) the failure to appoint Executive to the Board at the next regularly scheduled meeting of the Board that occurs at least 30 days following the Effective Date or to thereafter re-elect Executive as a member of the Board, (C) any diminution in Executive's title or any material diminution in Executive's authority or responsibilities as in effect from time to time, or (D) the Employer's material failure to provide Executive with any of the employee benefits set forth in Section 7 of this Agreement; provided that any of the events described in this paragraph shall constitute Good Reason only if (i) Executive provides the Company with written objection to the event within 60 days following the occurrence thereof, (ii) the Employer fails to reverse or otherwise cure the event within 30 days of receiving that written objection, and (iii) Executive resigns his employment within 40 days following the expiration of such cure period.

(iv) Upon termination of Executive's employment hereunder due to his death, Disability or a Qualifying Termination, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Rights;

(B) a lump sum cash payment equal to Executive's earned but unpaid Annual Incentive Bonus, if any, payable in respect of the Fiscal Year immediately preceding the Fiscal Year in which the termination occurs, payable when the Annual Incentive Bonus would have otherwise been payable had Executive's employment not terminated;

(C) a lump sum cash payment equal to a pro-rata portion of the Annual Incentive Bonus that would otherwise have been payable to Executive for the Fiscal Year in which the termination occurs, determined in the same manner and payable at the same time as such Annual Incentive Bonus would otherwise have been payable had Executive's employment not terminated, with such pro-ration to be determined based on the number of months (and any fraction thereof) Executive is employed during the Fiscal Year in which termination occurs, relative to 12 months;

(D) the restricted stock or RSUs granted to Executive under Section 4(c) above, if any, shall become fully vested (to the extent not already so vested);

(E) the RSUs granted to Executive under Section 5(b) above shall become vested to the extent that applicable share price targets have been achieved by the date of such termination; and

(F) Employer's option to repurchase Class B-3 Units of the Partnership and the restrictions on the ability to exchange Class B-3 Units into shares of Class A Common Stock of the Company shall each lapse, in each case, in accordance with and subject to the terms of Partnership Agreement, as amended from time to time.

Following Executive's termination of employment due to death, Disability or a Qualifying Termination, except as set forth in this Section 9(b)(iv), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. Severance Rights Contingent on Release. Notwithstanding any other provision of this Agreement, any payment, right or benefit otherwise due to Executive under this Section 9 other than the Accrued Rights will be subject to his continued compliance with the provisions of the Employee Agreement (as defined below) and to his execution (or execution by his estate or representative, as applicable) and delivery to the Employer, within 21 days following the termination of his employment, of a general release of claims against the Employer and its affiliates in such form as the Employer may reasonably require (the "Release") and the expiration of any legal or statutorily mandated revocation of rights period as referenced in the Release ("Revocation Period"). Except as otherwise specified in Sections 9(b)(iv)(C) or 11(l), cash amounts payable under this Section 9 will be paid, , the acceleration of vesting, the lapsing of repurchase rights and the lapsing of restrictions on the ability to exchange Class B-3 Units under this Section 9 will occur, at the end of the Revocation Period (provided the Release has not by then been revoked). For avoidance of doubt, the payments and benefits described in this Section 9 are in lieu of, and not in addition to, any other severance arrangement maintained by the Employer.

d. Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Employer beyond the expiration of the Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Employer; provided that the provisions of Sections 10 and 11 of this Agreement shall survive any expiration of this Agreement or the termination of Executive's employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Employer or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 11(h) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

10. Restrictive Covenants. Executive acknowledges and recognizes the highly competitive nature of the business of the Employer and its affiliates and accordingly agrees that Executive shall execute, and hereby agrees to be bound by and to comply with, the Confidentiality, Non-Solicitation and Proprietary Information Agreement in the form attached hereto as Exhibit C (the "Employee Agreement").

11. Miscellaneous.

a. Governing Law; Arbitration.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

(ii) Any disputes arising under or in connection with this Agreement shall be resolved by binding arbitration, to be held in New York, New York, in accordance with the rules and procedures of the American Arbitration Association, provided that this paragraph will not prevent the Employer from seeking equitable relief from any court of competent jurisdiction to prevent or halt a breach of the Employee Agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear his or its own costs of the arbitration or litigation. In the event that the arbitrator determines that Executive has prevailed on substantially all issues in dispute in the arbitration, the Employer shall bear all costs and expenses of Executive with respect to the arbitration (including reasonable attorneys' fees and disbursements of Executive's counsel); provided, however, that Executive shall bear all costs and expenses of the Employer or any of its affiliates with respect to the arbitration (including reasonable attorneys' fees and disbursements of the Employer's counsel) in the event that the arbitrator determines that Executive's claims in the dispute were, in the aggregate, frivolous or otherwise taken in bad faith.

b. Entire Agreement; Amendments. Except as set forth in the Employee Agreement, this Agreement contains the entire understanding of the parties with

respect to the employment (or any termination thereof) of Executive by the Employer. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void ab initio and of no force and effect. This Agreement may be assigned by the Employer to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Employer. For avoidance of doubt, termination of Executive's employment by the Employer upon such assignment shall not constitute a Qualifying Termination, provided such assignee accepts the obligations of the Employer hereunder. Upon such assignment, the rights and obligations of the Employer hereunder will become the rights and obligations of such assignee and the Employer will have no further obligations hereunder.

f. Set Off/No Mitigation. The Employer's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Employer or its affiliates. Executive shall not be required to mitigate the amount of any payment provided for pursuant to this Agreement by seeking other employment and no amounts payable hereunder shall be reduced or offset due to any employment of Executive.

g. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

h. Notice. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Employer:

55 East 52nd Street, 38th Floor
New York, New York 10055
Attention: General Counsel

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Employer.

i. Prior Agreements. This Agreement supersedes all prior agreements and understandings (including verbal agreements) between Executive and the Employer and/or its affiliates regarding the terms and conditions of Executive's employment with the Employer and/or its affiliates.

j. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment; provided that Executive will be provided reasonable advance notice of any cooperation requested and such cooperation request is reasonable in time, place and manner (taking into account the obligations Executive may have to a subsequent employer); provided further that Employer agrees to reimburse Executive for his reasonable out-of-pocket costs and expenses incurred in connection therewith.

k. Withholding Taxes. The Employer may withhold from any amounts payable to Executive such taxes as may be required to be withheld pursuant to any applicable law or regulation.

l. Section 409A. Notwithstanding the foregoing, if the termination giving rise to any payment or benefit described hereunder is not a "Separation from Service" within the meaning of Treas. Reg. § 1.409A-1(h)(1) (or any successor provision), then the payment of those amounts (to the extent they constitute a "deferral of compensation," within the meaning of Section 409A of the Internal Revenue Code) will be deferred (without interest) until such time as Executive experiences a Separation from Service. In addition, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Internal Revenue Code, those amounts that would otherwise be paid within six months following Executive's Separation from Service (taking into account the preceding sentence) will instead be deferred (without interest) and paid to Executive in a lump sum immediately following that six-month period. This provision shall not be construed as preventing the application of Treas. Reg. §§ 1.409A-1(b)(4) or 1.409A-1(b)(9) (or any successor provisions) to amounts payable hereunder.

m. No Conflicts. Executive represents and warrants that there are no restrictions, agreements or understandings whatsoever to which he is a party that would prevent or make unlawful his execution of this Agreement, that would be inconsistent or in conflict with this Agreement or his obligations hereunder, or that would otherwise prevent, limit or impair his performance of services for the Employer or its affiliates.

n. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

EVERCORE PARTNERS INC.

By: /s/ Robert B. Walsh
Name: Robert B. Walsh
Title: Chief Financial Officer

EVERCORE LP

By: /s/ Robert B. Walsh
Name: Robert B. Walsh
Title: Chief Financial Officer

/s/ Ralph L. Schlosstein
Ralph L. Schlosstein

Exhibit 99.3

Execution Copy

RESTRICTED STOCK UNIT AWARD AGREEMENT

THIS AGREEMENT (the *"Agreement"*) is made on May 21, 2009 between Evercore Partners Inc. (the *"Company"*) and Ralph L. Schlosstein (the *"Participant"*).

WHEREAS, the Company's 2006 Stock Incentive Plan, as amended (the *"Plan"*) authorizes the grant of certain "Other Stock-Based Awards" (as defined in the Plan), including restricted stock units (*"RSUs"*) (capitalized terms not otherwise defined herein will have the same meanings as defined in the Plan); and

WHEREAS, the Board has determined that it would be to the advantage and best interest of the Company to grant an Other Stock-Based Award in the form of restricted stock units to the Participant to encourage his efforts on behalf of the Company and its Affiliates and has therefore instructed the undersigned officers to grant the award described in this Agreement (*the "Award"*).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Grant of RSUs. The Company hereby grants, effective as of the Effective Date (as defined in the Participant's initial employment agreement to be entered into with the Company (the "*Employment Agreement*")) (hereinafter referred to as the "*Grant Date*"), nine hundred thousand (900,000) RSUs to the Participant, on the terms and conditions hereinafter set forth. Each RSU represents the unfunded, unsecured right of the Participant to receive one Share upon satisfaction of the conditions herein described.

2. Vesting and Timing of Transfer.

(a) For RSUs granted hereunder to become vested, both a Time Vesting Requirement (described in Section 2(b), below) and certain Share price targets must be achieved, as follows:

(i) 180,000 RSUs granted hereunder will vest if during the period between (and including) the Grant Date and the date the Time Vesting Requirement is satisfied, the Fair Market Value equals or exceeds $20.00 per Share for twenty (20) consecutive trading days;

(ii) 180,000 additional RSUs granted hereunder will vest if during the period between (and including) the Grant Date and the date the Time Vesting Requirement is satisfied, the Fair Market Value equals or exceeds $25.00 per Share for twenty (20) consecutive trading days;

(iii) 180,000 additional RSUs granted hereunder will vest if during the period between (and including) the Grant Date and the date the Time Vesting Requirement is satisfied, the Fair Market Value equals or exceeds $30.00 per Share for twenty (20) consecutive trading days;

(iv) 180,000 additional RSUs granted hereunder will vest if during the period between (and including) the Grant Date and the date the Time Vesting Requirement is satisfied, the Fair Market Value equals or exceeds $35.00 per Share for twenty (20) consecutive trading days; and

(v) 180,000 additional RSUs granted hereunder will vest if during the period between (and including) the Grant Date and the date the Time Vesting Requirement is satisfied, the Fair Market Value equals or exceeds $40.00 per Share for twenty (20) consecutive trading days.

(b) The "Time Vesting Requirement" will be satisfied if:

(i) the Participant remains continuously employed by the Company or any of its Affiliates (collectively, the *"Employer"*) through the fifth anniversary of the Grant Date; or

(ii) prior to the fifth anniversary of the Grant Date, the Participant's employment with the Employer ceases due to his death, Disability, termination without Cause or resignation with Good Reason; provided, that in the case of the Executive's Disability, termination without Cause or resignation with Good Reason, the Executive submits the Release within 21 days of the termination of employment and does not revoke such Release during any statutory post-execution revocation period (as such terms are defined in the Employment Agreement).

Because the vesting of RSUs granted hereunder requires satisfaction of the Time Vesting Requirement, such vesting will not occur (if at all) until the occurrence of one of the events described in clauses (b)(i) or (b)(ii), above (regardless of whether any of the various Share price thresholds described in Section 2(a), above, are achieved at an earlier date). For the avoidance of doubt, even if a per Share price threshold target described in Clauses 2(a)(i) – (v) above is satisfied more than one time during the Time Vesting Period, the Participant will only be entitled to receive the number of RSUs set forth in each of Clauses 2(a)(i)– (v), as applicable.

(c) For avoidance of doubt, if the Participant's employment with the Employer ceases before the Time Vesting Requirement is satisfied (or under circumstances that do not result in the satisfaction of the Time Vesting Requirement), all the RSUs granted hereunder will then be automatically and immediately forfeited. Similarly, any RSUs granted hereunder that do not vest upon satisfaction of the Time Vesting Requirement will then be automatically and immediately forfeited.

(d) As soon as practicable (but in no event later than 2 1/2 months) following the vesting of RSUs hereunder, the Company will issue to the Participant one Share in respect of each vested RSU. The foregoing notwithstanding, the issuance of Shares hereunder will be subject to all the terms and conditions of the Plan and this Agreement, including the Participant's satisfaction of all tax withholding amounts required to be remitted in connection with the vesting of his RSUs or the delivery of Shares in respect thereof.

(e) In the event of the death of the Participant, the delivery of Shares hereunder shall be made in accordance with the beneficiary designation form on file with the

Company; provided, however, that, in the absence of any such beneficiary designation form, the delivery of Shares hereunder shall be made to the person or persons to whom the Participant's rights under the Agreement shall pass by will or by the applicable laws of descent and distribution.

3. Adjustments Upon Certain Events. The Committee shall, in its sole discretion, make equitable substitutions or adjustments to any Shares or RSUs subject to this Agreement pursuant to Section 9(a) of the Plan.

4. No Right to Continued Employment. Neither the Plan nor this Agreement shall be construed as giving the Participant the right to be retained in the employ of, or in any consulting relationship to, the Employer. Further, the Employer may at any time dismiss the Participant, free from any liability or any claim under the Plan or this Agreement, except as otherwise expressly provided herein.

5. Electronic Delivery of Documents. The Participant hereby authorizes the Company to deliver electronically any prospectuses or other documentation related to this Award, the Plan and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such plans or arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's Intranet site. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

6. No Acquired Rights. In participating in the Plan, the Participant acknowledges that the opportunity given to the Participant to participate in the Plan is entirely at the discretion of the Committee and does not obligate the Company or any of its Affiliates to offer such participation in the future (whether on the same or different terms). The Participant further acknowledges and accepts that (a) the Participant's participation in the Plan is not to be considered part of any normal or expected compensation, and (b) the value of the RSUs or the Shares shall not be used for purposes or determining any benefits or compensation payable to the Participant or the Participant's beneficiaries or estate under any benefit arrangement of the Company.

7. No Rights of a Stockholder. The Participant shall not have any rights or privileges as a stockholder of the Company, which for the avoidance of doubt includes no rights to dividends or to vote, until the Shares in question have been registered in the Company's register of stockholders as being held by the Participant. Notwithstanding the foregoing, to the extent that the Company determines to grant dividend equivalent rights with respect to RSUs granted to other employees under the Plan, such dividend equivalent rights shall be granted on a *pari passu* basis with respect to the RSUs granted to the Participant under this Agreement.

8. Legend on Certificates. Any Shares issued or transferred to the Participant pursuant to Section 2 of this Agreement shall be subject to such stop transfer orders and other

restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares are listed, and any applicable Federal or state laws or relevant securities laws of the jurisdiction of the domicile of the Participant, and the Committee may cause a legend or legends to be put on any certificates representing such Shares or make an appropriate entry on the record books of the appropriate registered book-entry custodian, if the Shares are not certificated, to make appropriate reference to such restrictions.

9. Transferability. RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Participant otherwise than by will or by the laws of descent and distribution, and any purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance not permitted by this Section 9 shall be void and unenforceable against the Company or any Affiliate.

10. Withholding. The Company or any Affiliate shall have the right and are hereby authorized to withhold from any transfer due under this Agreement, or from any other compensation or amount owing to the Participant, applicable withholding taxes with respect to any transfer under this Agreement or under the Plan to satisfy all obligations for the payment of such taxes. The payment of any applicable withholding taxes through the sale or withholding of Shares otherwise issuable under this Agreement shall not exceed the statutory minimum withholding liability.

11. Restrictive Covenants. The Participant represents and agrees that the Participant has executed a Confidentiality, Non-Solicitation and Proprietary Information Agreement with the Company and/or one or more of its Affiliates (the *"Restrictive Covenants Agreement"*) pursuant to which, during the Participant's employment with the Company and its Affiliates and upon the Participant's termination of that employment for any reason, the Participant shall be bound by certain restrictive covenants set forth therein (the *"Restrictive Covenants"*). Upon the issuance or delivery of Shares underlying vested RSUs, the Participant shall, if requested, certify in a manner acceptable to the Company that the Participant is in compliance with the terms and conditions of the Restrictive Covenants. If the Participant materially breaches any of the terms of the Restrictive Covenants and fails to cure such breach within 10 business days after receipt of written notice thereof from the Company, then the Participant shall immediately forfeit any RSUs (even if otherwise vested) for which Shares have not yet been delivered. Additionally, the Company may seek other remedies available to it as set forth in the Restrictive Covenant Agreement or otherwise.

12. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW.

13. RSUs Subject to Plan. By entering into this Agreement, the Participant agrees and acknowledges that the Participant has received and read a copy of the Plan. All RSUs are subject to the Plan, the terms of which are incorporated herein by this reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern.

14. Amendment. This Agreement may only be amended in writing.

15. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative on the date below indicated.

EVERCORE PARTNERS INC.

By: /s/ Robert B. Walsh

Date: May 21, 2009

[EVERCORE PARTNERS INC. SIGNATURE PAGE TO RESTRICTED STOCK UNIT AWARD AGREEMENT]

IN WITNESS WHEREOF, the Participant has executed this Agreement on the date below indicated.

PARTICIPANT

By: /s/ Ralph L. Schlosstein
Ralph L. Schlosstein

Date: May 21, 2009

[PARTICIPANT SIGNATURE PAGE TO RESTRICTED STOCK UNIT AWARD AGREEMENT]

Exhibit 99.4

AMENDMENT NO. 2 TO
THE AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF
EVERCORE LP

This Amendment No. 2 (the "Amendment") to the Amended and Restated Limited Partnership Agreement, dated as of August 7, 2006, as supplemented by the Supplement to the Amended and Restated Limited Partnership Agreement on August 7, 2006, and as amended on May 9, 2007 by Amendment No. 1 to the Amended and Restated Limited Partnership Agreement (collectively, as amended, supplemented or modified from time to time, the "Partnership Agreement"), of Evercore LP, a Delaware limited partnership (the "Partnership"), by and among Evercore Partners Inc., a Delaware corporation, as general partner of the Partnership (the "General Partner"), and the Limited Partners (as defined therein) of the Partnership, is made as of the 27th day of May, 2009. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Partnership Agreement.

W I T N E S S E T H

WHEREAS, the General Partner desires to amend the Partnership Agreement to reflect the creation and issuance of certain Class B-3 Units (the "New Class B Units");

WHEREAS, the General Partner intends to issue the New Class B Units pursuant to the subscription agreement (the "Subscription Agreement") dated as of the date hereof between the Partnership and the Investors named therein (the "Investors");

NOW, THEREFORE, the General Partner hereby amends the Partnership Agreement as follows:

(1) The New Class B Units shall be an additional sub-class of Class B Units, which are hereby created and established for issuance and entitled "Class B-3 Units."

(2) Definitions. Article I of the Partnership Agreement is hereby amended by:

deleting the definition of "Class B Units" in its entirety and replacing it with the following:

"Class B Units" means, collectively, the Class B-1 Units, the Class B-2 Units and the Class B-3 Units.

by adding the following immediately after the definition of Class B-2 Units:

"Class B-3 Units" means the Class B-3 Units of the Partnership representing the interests of the Partnership set forth in this Agreement.

and by adding the following sentence at the end of the definition of "Family Trust":

In addition, the Ralph L. Schlosstein 1998 Long-Term Trust shall be a Family Trust in respect of Ralph L. Schlosstein.

(3) New Class B Units Issued Pursuant to the Subscription Agreement.

(a) The New Class B Units and the holders thereof have identical rights in all respects as other Class B Units, except as otherwise specified in this Amendment and the Partnership Agreement shall be amended to the extent necessary to reflect the terms of the New Class B Units described herein.

(b) The New Class B Units shall be Vested Units and listed as such on Schedule I of the Partnership Agreement.

(c) Notwithstanding clause (a) of Section 8.03 of the Partnership Agreement, (i) after the fifth anniversary of the date of the Subscription Agreement or (ii) upon Ralph L. Schlosstein's death, Disability, termination without Cause or resignation for Good Reason (as each of Disability, Cause and Good Reason is defined in the initial employment agreement entered into between the Partnership and Ralph L. Schlosstein (the "Employment Agreement")) or a Change in Control (as defined in the General Partner's 2006 Stock Incentive Plan), the Investors (and each Permitted Transferee of the Investors) may exchange all or a portion of the New Class B Units owned by the Investors 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 such Investor or Permitted Transferee shall mutually agree, Transfer such New Class B Units to the General Partner, the Partnership or any of its subsidiaries for other consideration; and

(d) For purposes of Section 8.05 of the Partnership Agreement only, the Investors shall be deemed Founding Limited Partners and the New Class B Units shall be deemed Initial Units.

(e) If Ralph L. Schlosstein's employment with the General Partner, the Partnership or any of its subsidiaries is terminated by the General Partner, the Partnership or any of its subsidiaries for Cause (as such term is defined in the Employment Agreement) or if Ralph L. Schlosstein resigns without Good Reason (as such term is defined in the Employment Agreement), then (i) if such termination or resignation occurs prior to the fifth anniversary of the date of the Employment Agreement, the Partnership shall have the right and option, exercisable by written notice to the Investors within 90 days following such termination or resignation, to purchase any or all Units then held by the Investors (and each Permitted Transferee of the Investors) at a price per Unit equal to Fair Market Value, and (ii) if such termination or resignation occurs on or after the fifth anniversary of the date of the Employment Agreement, the Partnership shall have the right and option, exercisable by written notice to the Investors within 90 days following such termination or resignation, to purchase any or all Units then held by the Investors (and each Permitted Transferee of the Investors) at a price per Unit equal to Fair Market Value. For the avoidance of doubt, the Partnership's purchase right described in this Section 3(e) shall not apply in the case of the termination of Ralph L. Schlosstein's employment due to death, Disability, termination without Cause or resignation for

Good Reason (as each of Disability, Cause and Good Reason is defined in the Employment Agreement). If the Partnership delivers such a notice to an Investor (or a Permitted Transferee of an Investor) pursuant to this Section 3(e), the settlement date for the purchase notified therein shall be on the 60th day following the date of such notice (or, if such date is not a Business Day, on the first Business Day thereafter); provided, however, that if such notice is delivered pursuant clause (ii) of this Section 3(e), then such Investor (or such Permitted Transferee of such Investor) may elect to exchange the Units subject to such notice 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 such Investor or Permitted Transferee shall mutually agree, Transfer such Units to the General Partner, the Partnership or any of its subsidiaries for other consideration, at any time during the first 30 days following the Partnership's delivery of such purchase notice, and, for the avoidance of doubt, Units so exchanged will no longer be subject to purchase by the Partnership.

For purposes of this Section 3(e), "Business Day" shall mean, any day other than a Saturday, a Sunday or a day on which banks in the City of New York are authorized or obligated by law to close.

For purposes of this Section 3(e), "Fair Market Value" shall be based on the price at which all of the business and assets, subject to all of the liabilities, of the General Partner would likely be sold in an arm's-length transaction between a willing and able buyer under no compulsion to buy and a willing and able seller under no compulsion to sell, and such buyer and seller being apprised of and considering all relevant facts, circumstances and factors, and shall mean (i) during the period commencing on the date of issuance of the New Class B Units until the fifth anniversary of the date of the Employment Agreement, the value established by the Compensation Committee (the "Committee") of the General Partner in good faith using the same methodology applied by the General Partner in accounting for the initial issuance of the New Class B Units, which for the avoidance of doubt involved the calculation of the Market Price less a discount for lack of marketability and (ii) at any time on or after the fifth anniversary of the date of the Employment Agreement, the Market Price.

For purposes of this Section 3(e), the "Market Price" shall mean, on a given date, (i) if there should be a public market for the Class A Common Stock on such date, the average of the arithmetic means of the high and low prices of a share of Class A Common Stock as reported on such date by the principal national securities exchange on which such shares are listed or admitted to trading, or, if the shares are not listed or admitted on any national securities exchange, the average of the arithmetic means of the per share closing bid price and per share closing asked price, in each case, over the 10 trading days immediately preceding and including such date as quoted on the primary market in which such prices are regularly quoted, or, if no sale of shares shall have been reported by any national securities exchange or quoted on such other primary market on such date, then over the 10 trading days immediately preceding and including the immediately preceding date on which sales of the shares have been so reported or quoted shall be used, and (ii) if there should not be a public market for the shares on such date, the Market Price shall be the per share value of a share of Class A Common Stock established by the Committee in good faith based on the price at which all of the business and assets, subject to all of the liabilities, of the General Partner would likely be sold in an arm's-length transaction between a willing and able buyer under no compulsion to buy and a willing and able seller under no compulsion to sell, and such buyer and seller being apprised of and considering all relevant facts, circumstances and factors.

(f) Until the earlier of (x) the fifth anniversary of the date of the Subscription Agreement or (y) Ralph L. Schlosstein's death, Disability, termination without Cause or resignation for Good Reason (as each of Disability, Cause and Good Reason is defined in the Employment Agreement) or a Change in Control (as defined in the General Partner's 2006 Stock Incentive Plan), the Investors (and each Permitted Transferee of the Investors) may not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Class B Units or Class A Common Stock or any securities convertible into or exercisable or exchangeable for Class B Units or Class A Common Stock, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Class B Units or Class A Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Class B Units or Class A Common Stock or such other securities, in cash or otherwise or (iii) publicly disclose the intention to do any of the foregoing 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. For the avoidance of doubt, the General Partner hereby consents to Transfers by the Investors (and each Permitted Transferee of the Investors) expressly permitted by Section 8.05 of the Partnership Agreement.

(4) Continuation of Partnership Agreement. The Partnership Agreement and this Amendment shall be read together and shall have the same force and effect as if the provisions of the Partnership Agreement and this Amendment were contained in one document. Except as expressly amended or supplemented by this Amendment, the provisions of the Partnership Agreement as in effect immediately prior to the execution hereof shall remain in full force and effect.

(5) Admission of Limited Partner. Schedule I of the Partnership Agreement shall be amended to reflect the subscription set forth in the Subscription Agreement and the admission of each Investor as a Limited Partner.

(6) Miscellaneous.

(a) This Amendment 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.

(b) This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

(c) If any term or other provision of this Amendment 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 Amendment 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 Amendment 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Partnership Agreement as of the date first written above.

GENERAL PARTNER

EVERCORE PARTNERS INC.

By: _____
Name:
Title:

LIMITED PARTNERS:

By: Evercore Partners Inc., as attorney-in-fact for the Limited Partners

By: _____
Name:
Title:

[Signature Page to Amendment No. 2]

Exhibit 99.5

Confidentiality, Non-Solicitation and Proprietary Information Agreement
(Evercore Senior Managing Director)

This Confidentiality, Non-Solicitation and Proprietary Information Agreement (the "Agreement"), is made on this 21st day of May, 2009, between Evercore Partners Inc. (the "Company"), and the employee signatory hereof (the "Employee").

R E C I T A L S:

WHEREAS, Employee acknowledges and recognizes the highly competitive nature of the businesses of the Company and its affiliates (collectively, "Evercore");

WHEREAS, Employee acknowledges that he/she will be provided with access to sensitive, proprietary and confidential information of Evercore and will be provided with the opportunity to develop relationships with clients, prospective clients, employees and other agents of Evercore, which, in each case, Employee acknowledges and agrees constitute valuable assets of Evercore;

WHEREAS, in connection with the Employee's execution of an employment agreement with the Company dated as of the date hereof (the "Employment Agreement"), Employee agrees to be subject to the restrictive covenants as set forth in this Agreement, effective as of the date Employee commences employment with Evercore (the "Effective Date");

NOW THEREFORE, for good and valuable consideration, effective as of the Effective Date, the parties agree as follows:

1. Confidentiality.

(a) Employee will not at any time (whether during or after Employee's employment with Evercore), other than in the ordinary course of performing services for Evercore, (x) retain or use for the benefit, purposes or account of Employee or any other person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"); or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside Evercore (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information obtained by Employee in connection with the commencement of Employee's employment with Evercore or at any time thereafter during the course of Employee's employment with Evercore — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation (excluding Employee's own compensation), recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of Evercore and/or any third party that has disclosed or provided any of the same to Evercore on a confidential basis (provided that with respect to such third party Employee knows

or reasonably should have known that the third party provided it to Evercore on a confidential basis) ("Confidential Information") without the prior written authorization of the Company's Board of Directors or its designee; *provided, however*, that in any event Employee shall be permitted to disclose any Confidential Information reasonably necessary (i) to perform Employee's duties while employed with Evercore or (ii) in connection with any litigation or arbitration involving this or any other agreement entered into between Employee and Evercore before, on or after the date of this Agreement in connection with any action or proceeding in respect thereof; *provided further*, that in any event Employee shall be permitted to disclose (publicly or otherwise) any Confidential Information reasonably necessary to disclose Employee's "track record" with the Company at any time after the expiration of the Restricted Period (as defined below in Section 2(a)(i)).

(b) "Confidential Information" shall not include any information that is (x) generally known to the industry or the public other than as a result of Employee's breach of this covenant or any breach of other confidentiality obligations by third parties to the extent the Employee knows or reasonably should have known of such breach by such third parties; (y) made legitimately available to Employee by a third party (unless Employee knows or reasonably should have known that such third party has breached any confidentiality obligation); or (z) required by law or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with actual or apparent jurisdiction to order Employee to disclose or make accessible any information; provided that, with respect to clause (z) Employee, except as otherwise prohibited by law or regulation, shall give prompt written notice to Evercore of such requirement, disclose no more information than is so required, and shall reasonably cooperate with any attempts by Evercore, at its sole cost, to obtain a protective order or similar treatment prior to making such disclosure.

(c) Except as required by law or otherwise set forth in clause (z) of Section 1(b) above, or unless or until publicly disclosed by Evercore, Employee will not disclose to anyone, other than Employee's immediate family and legal, tax or financial advisors, the existence or contents of this Agreement; provided that Employee may disclose (i) to any prospective future employer the provisions of this Agreement provided they agree to maintain the confidentiality of such terms or (ii) in connection with any litigation or arbitration involving this Agreement.

(d) Upon termination of Employee's employment with Evercore for any reason, Employee shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) if such property is owned or used by Evercore; (y) immediately destroy, delete, or return to Evercore, at Evercore's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Employee's possession or control (including any of the foregoing stored or located in Employee's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of Evercore, except that Employee may retain only those portions of any personal notes, notebooks and diaries that do not contain Confidential Information; and (z) notify and fully cooperate with Evercore regarding the delivery or destruction of any other Confidential Information of which Employee is or becomes aware to the extent such information is in Employee's possession or control. Notwithstanding anything elsewhere to the contrary, Employee shall be entitled to

retain (and not destroy) (x) information showing Employee's compensation or relating to reimbursement of expenses that Employee reasonably believes is necessary for tax purposes and (y) copies of plans, programs, policies and arrangements of, or other agreements with, Evercore addressing Employee's compensation or employment or the termination thereof.

2. Non-Competition; Non-Solicitation; Non-Interference.

(a) Employee agrees as follows:

(i) Non-Competition. Subject to Section 2(b) below, during the term of Employee's employment and during the twelve months immediately following any termination of that employment (regardless of the reason for such termination) (such period, the "Restricted Period"), Employee will not, directly or indirectly:

(A) engage in any business that competes, as of the Relevant Date (as defined below), with the business of Evercore (other than any business engaged in solely by any portfolio company of Evercore), including, without limitation, any businesses that Evercore is actively considering conducting at the time of Employee's termination of employment, so long as Employee knows or reasonably should have known about such plan(s) in any geographical area that is within 100 miles of any geographical area where Evercore provides its products or services as of the Relevant Date (a "Competitive Business");

(B) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which is a Competitive Business as of the date Employee enters such employment or renders such services; or

(C) subject to the terms of Evercore's employee investments policy applicable to Employee during the Restricted Period (which, while employed by Evercore shall mean such policy as in effect from time to time and made available to Employee and, on and after such employment, such policy as in effect on the date immediately prior to the date of termination of Employee's employment with Evercore), acquire a financial interest in, or otherwise become actively involved with, any Competitive Business which is a Competitive Business as of the date of such acquisition or involvement, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant.

Notwithstanding the provisions of Section 2(a)(i)(A), (B) or (C) above, nothing contained in this Section 2(a)(i) shall prohibit Employee from (i) investing, as a passive investor, in any publicly held company provided that Employee's beneficial ownership of any class of such publicly held company's securities does not exceed two percent (2%) of the outstanding securities of such class, (ii) entering the employ of any academic institution or governmental or regulatory instrumentality of any country or any domestic or foreign state, county, city or political subdivision, or (iii) providing services to a subsidiary or affiliate of an entity that controls a separate subsidiary or affiliate that is a Competitive Business, so long as the subsidiary or affiliate for which Employee may be providing services is not itself a Competitive Business and Employee is not, as an employee of such subsidiary or affiliate, engaging in activities that would otherwise cause such subsidiary or affiliate to be deemed a Competitive Business. For purposes of this Section 2(a), the term "Relevant Date" shall mean, during the term of Employee's

employment, any date falling during such time, and, for the period of time during the Restricted Period that falls after the date of any termination of Employee's employment with Evercore, the effective date of termination of Employee's employment with Evercore.

(ii) Non-Solicitation of Clients. During the Restricted Period, Employee will not, whether on Employee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly solicit or assist in soliciting the business of, any investment from, any opportunity to make an investment in, or any opportunity to act as a financial or restructuring advisor in connection with any transaction involving, any client, prospective client, investor, portfolio company, venture capital investee, or prospective portfolio company, venture capital investee, or member of management of any portfolio company or venture capital investee or prospective portfolio company or venture capital investee of Evercore, in all such cases determined as of the Relevant Date (collectively, the "Clients"):

(A) with whom Employee had personal contact or dealings on behalf of Evercore during the two-year period immediately preceding Employee's termination of employment;

(B) with whom employees reporting to Employee have had personal contact or dealings on behalf of Evercore during the two-year period immediately preceding the Employee's termination of employment; or

(C) with whom Employee had direct or indirect responsibility during the two-year period immediately preceding Employee's termination of employment.

(iii) Non-Interference with Business Relationships. During the Restricted Period, Employee will not interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between Evercore, on the one hand, and any Client, customers, suppliers, partners, of Evercore, on the other hand, in any such case determined as of the Relevant Date.

(iv) Non-Solicitation of Employees; Non-Solicitation of Consultants. During the term of Employee's employment and during the twelve months immediately following the date of any termination of Employee's employment with Evercore, Employee will not, whether on Employee's own behalf or on behalf of or in conjunction with any Person, directly or indirectly (other than in the ordinary course of Employee's employment with Evercore on Evercore's behalf):

(A) solicit or encourage any employee of Evercore to leave the employment of Evercore; or

(B) hire any such employee who was employed by Evercore as of the date of Employee's termination of employment with Evercore or who left the employment of Evercore coincident with, or within one year prior to or after, the termination of Employee's employment with Evercore; or

(C) solicit or encourage to cease to work with Evercore any consultant that Employee knows, or reasonably should have known, is then under contract with Evercore.

(b) The restrictions described in Sections 2(a)(i)-(iii) above shall not apply following any termination of Employee's employment without "Cause" or for "Good Reason" (as such terms are defined in the Employment Agreement); provided, however, that the Company may elect to have such restrictions apply for up to six months following a termination of Employee's employment without Cause or for Good Reason to the extent that the Company (i) notifies Employee of such election in writing within five business days following the date of such termination of employment and (ii) continues to pay Employee his "Base Salary" (as defined in the Employment Agreement) and provide Employee with medical benefits on the same basis as is provided to actively employed executives of Evercore for the duration of such restrictive period.

(c) It is expressly understood and agreed that although Employee and Evercore consider the restrictions contained in this Section 2 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Employee, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable (provided that in no event shall any such amendment broaden the time period or scope of any restriction herein). Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

3. Intellectual Property.

(a) If Employee has created, invented, designed, developed, contributed to or improved any inventions, intellectual property, discoveries, copyrightable subject matters or other similar work of intellectual property (including without limitation, research, reports, software, databases, systems or applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to or during Employee's employment with Evercore, that are relevant to or implicated by such employment ("Prior Works"), to the extent Employee has retained or does retain any right in such Prior Work, Employee hereby grants Evercore a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein to the extent of Employee's rights in such Prior Work for all purposes in connection with Evercore's current and future business.

(b) If Employee creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Employee's employment by Evercore and within the scope of such employment and/or with the use of any Evercore resources ("Company Works"), Employee shall promptly and fully disclose same to Evercore and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, and at Evercore's sole expense, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to Evercore to the extent ownership of any such rights does not vest originally in Evercore.

(c) Employee agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by Evercore) of all Company Works. The records will be available to and remain the sole property and intellectual property of Evercore at all times.

(d) Employee shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at Evercore's expense (but without further remuneration) to assist Evercore in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of Evercore's rights in the Prior Works and Company Works as set forth in this Section 3. If Evercore is unable for any other reason to secure Employee's signature on any document for this purpose, then Employee hereby irrevocably designates and appoints Evercore and its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(e) Except as may otherwise be required under Section 3(a) above, Employee shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with Evercore any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party which Employee knows or reasonably should have known is confidential, proprietary or non-public information or intellectual property of such third party without the prior written permission of such third party. Employee hereby indemnifies, holds harmless and agrees to defend Evercore and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Employee shall comply with all relevant policies and guidelines of Evercore, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Employee acknowledges that Evercore may amend any such policies and guidelines from time to time, and that Employee remains at all times bound by their most current version.

(f) The provisions of Section 3 shall survive the termination of Employee's employment for any reason.

4. Specific Performance.

Employee acknowledges and agrees that in the course of Employee's employment with Evercore, Employee will be provided with access to Confidential Information, and will be provided with the opportunity to develop relationships with clients, prospective clients, employees and other agents of Evercore, and Employee further acknowledges that such confidential information and relationships are extremely valuable assets of Evercore in which Evercore has invested and will continue to invest substantial time, effort and expense. Accordingly, Employee acknowledges and agrees that Evercore's remedies at law for a breach or threatened breach of any of the provisions of Section 1, Section 2, and Section 3 would be inadequate and, in recognition of this fact, Employee agrees that, in the event of any material breach of Sections 1 through 3 hereof that Employee fails to cure within 10 business days after receiving written notice thereof from Evercore, in addition to any remedies at law, Evercore, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required to be paid or provided by Evercore (other than any vested benefits

under any retirement plan, as may otherwise be required by applicable law to be provided or to the extent that Evercore has agreed not to offset or forfeit any payments, benefits or entitlements pursuant to any other agreement between Evercore and Employee) and, in the event of any breach or threatened breach of Sections 1 through 3 hereof, seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available; *provided*, *however*, that if it is subsequently determined in a final and binding arbitration or litigation that Employee did not materially breach any such provision, Evercore will promptly pay any payments or provide any benefits, which Evercore may have ceased to pay when originally due and payable, plus an additional amount equal to interest (calculated based on the applicable federal rate for the month in which such final determination is made) accrued on the applicable payment or the amount of the benefit, as applicable, beginning from the date such payment or benefit was originally due and payable through the day preceding the date on which such payment or benefit is ultimately paid hereunder.

5. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof.

(b) Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any other agreement with respect to the subject matter hereof. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

(c) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(d) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(e) Assignment. This Agreement shall not be assignable by Employee. This Agreement may be assigned by Evercore to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of Evercore; provided such person or entity agrees to abide by the terms of this Agreement. Upon such assignment in accordance herewith, the rights and obligations of Evercore hereunder shall become the rights and obligations of such affiliate or successor person or entity; provided that in no event shall the provisions of this Agreement be interpreted to apply to the affiliate or the successor person or entity other than with respect to the business of Evercore that is so assigned as of such date (including, without limitation, the business it is engaged in, its employees, clients and its Confidential Information).

(f) Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the parties hereto.

(g) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[*signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

EVERCORE PARTNERS INC.

By: /s/ Robert B. Walsh

Date: May 21, 2009

(Signature Page to Confidentiality, Non-Solicitation and Proprietary Information Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

By: /s/ Ralph L. Schlosstein
Ralph L. Schlosstein

Date: May 21, 2009

(Signature Page to Confidentiality, Non-Solicitation and Proprietary Information Agreement)

Exhibit 99.6

Ralph Schlosstein Joins Evercore Partners as President and Chief Executive Officer;

Roger Altman to Remain Chairman Maintaining His Full Time Commitment to Evercore

NEW YORK, May 22, 2009 – Roger Altman, Chairman of Evercore Partners, Inc. (NYSE: EVR), announced today that Ralph Schlosstein has joined Evercore as President and Chief Executive Officer, effective immediately. Mr. Schlosstein was previously President and Co-Founder of BlackRock, where he spent nearly two decades as President helping to grow BlackRock from a start-up into one of the world's leading financial services firms. Mr. Altman will continue as full time Chairman with an undiminished commitment to Evercore.

As President and CEO, Mr. Schlosstein will manage all of Evercore's businesses and work with Mr. Altman and the firm's other partners to expand Evercore by building out its core Advisory business and further globalizing and diversifying the firm's overall business.

"Evercore has come a long way," said Mr. Altman. "It is the premier advisory boutique in the U.S. and has taken key steps in Europe, Latin America and Asia to globalize that business. Its success reflects a strong internal culture, extraordinary partners and a classical approach to banking. I have never been more optimistic on the firm's future, especially for shareholders. I am confident that, working with all of us, Ralph will take Evercore to an entirely new level."

Mr. Altman continued: "Ralph is a true manager who is particularly skilled at growing organizations. At BlackRock, his leadership and financial expertise were key drivers of the firm's overall success and its global expansion. Our goal is to build Evercore into a global, diversified firm and Ralph is uniquely qualified to do this. I remain completely committed to Evercore, and have no intention of diminishing my involvement in the firm. None whatsoever."

"The partners at Evercore have built an incredible franchise with the best and brightest senior advisors in the business," said Mr. Schlosstein. "Roger and the Evercore partners have laid a solid foundation for Evercore's continued growth, and I am extremely enthusiastic about partnering with them to diversify both of the business lines and to expand the geographic reach of Evercore. This is a unique time in the financial services industry to attract world class talent to boutique investment banking firms, and I look forward to working with Roger and the entire Evercore team to help Evercore take advantage of this opportunity."

Mr. Schlosstein has also become a partner in Evercore and purchased $15 million of Evercore equity.

Evercore, founded in 1996 by Mr. Altman, has established itself as one of the most successful and active investment banking boutiques in the U.S. Evercore has advised on two of the five largest U.S. transactions announced in the last 10 years. The firm continues to attract world class investment banking talent, having added 15 advisory partners in more

than a dozen industry sectors over the past three years. Evercore, which completed an initial public offering in 2006, has expanded geographically into Europe and Mexico and has established cross-border alliances/cooperation agreements with Mizuho Corporate Bank in Japan, CITIC Securities International in China and G5 Advisors in Brazil.

The firm also is expanding its Investment Management business with recent investments in the Institutional Asset Management businesses and the formation of a new Wealth Management business.

Evercore has been retained recently on several large, noteworthy advisory and restructuring engagements, including: Wyeth in its pending transaction with Pfizer; Frontier Communications in its acquisition of certain assets from Verizon Communications; and General Motors, LyondellBasell and MGM Mirage in their restructuring efforts.

Prior to founding BlackRock in 1988, Mr. Schlosstein was a Managing Director in both investment banking and capital markets at Lehman Brothers. He joined Lehman in 1981 as an Associate in investment banking and was promoted to Managing Director in 1984. From 1977 to 1981, Mr. Schlosstein worked for the Carter Administration. From 1974 to 1977, Mr. Schlosstein was an economist for the Congressional Joint Economic Committee.

Mr. Schlosstein is a member of the Visiting Board of Overseers of the John F. Kennedy School of Government at Harvard University; a member of the Board of the Financial Institutions Center of The Wharton School of the University of Pennsylvania; a Trustee of the American Museum of Natural History; a member of the Board of Advisors of Marujupu LLC; a Trustee of the James Beard Foundation; a Trustee of New Visions for Public Education; and a Trustee for The Public Theater in New York City.

About Evercore Partners

Evercore Partners is a leading investment banking boutique and investment management firm. Evercore's Advisory business counsels its clients on mergers, acquisitions, divestitures, restructurings and other strategic transactions. Evercore's Investment Management business comprises private equity investing, institutional asset management and wealth management. Evercore serves a diverse set of clients around the world from its offices in New York, San Francisco, Boston, Washington D.C., Los Angeles, London, Mexico City and Monterrey, Mexico. More information about Evercore can be found on the Company's Web site at www.evercore.com.

Investor Contact: Bob Walsh
Chief Financial Officer, Evercore Partners
212-857-3100

Media Contact: Kenny Juarez or Chuck Dohrenwend
The Abernathy MacGregor Group, for Evercore Partners
212-371-5999