COMMODITIES NEWS
AUGUST 20, 2010 / 11:08 AM / 8 YEARS AGO

UPDATE 3-ENRC buys majority of Kolwezi, Congo assets

Reuters Staff

* Assets include disputed Kolwezi project

* Canada's First Quantum still claims rights to Kolwezi

* Congo gov't welcomes ENRC deal

(Adds First Quantum reaction)

By Eric Onstad

LONDON, Aug 20 (Reuters) - Kazakh mining group ENRC ENRC.L has agreed to pay $175 million for a majority stake in a company that has licences for copper assets in Congo, including a permit revoked from Canada's First Quantum Minerals (FM.TO).

ENRC, which has been diversifying into Africa, said it was confident about the legal title for the Kolwezi tailings operation, even though First Quantum was continuing international arbitration proceedings in an effort to get it back.

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"We have gone through quite a substantial due diligence process, and not only management but also our board understands the basis where the licence came from," ENRC Chief Executive Felex Vulis told a conference call.

"It was withdrawn by the Congolese government, and the court of appeal has confirmed that the withdrawal was lawful."

Democratic Republic of Congo shut First Quantum's $750 million KMT copper project at Kolwezi last September, after a review flagged contract irregularities and production delays at the site. [ID:nLDE64L0CZ]

A court-appointed liquidator has taken over Kolwezi temporarily after the Congo mines minister handed the Kolwezi licence to Highwinds Properties, controlled by Israeli resources investor Dan Gertler. [ID:nLDE6751TK]

"We ... find it odd that (Vulis) indicated in the conference call that they was no legal action ongoing when there is a very highly publicised international arbitration ongoing," Clive Newall, president of First Quantum, told Reuters.

"We are considering the statement by ENRC and evaluating our options."

Under the ENRC deal, London-listed ENRC bought 50.5 percent of Camrose Resources Ltd — controlled by Gertler — for $50 million in cash and $125 million of promissory notes.

Camrose controls five copper and cobalt exploitation licences, including for Kolwezi, but does not own the infrastructure at the project left by First Quantum.

ENRC became familiar with Gertler after its $955 million takeover last year of Central African Mining and Exploration Co (CAMEC), which was 35 percent owned by him.

The CAMEC deal was ENRC's first entry into Africa, which gave it both geographic diversification and an entry into metals such as copper, cobalt and platinum.

The new set of assets are all close to the copper and cobalt mines it bought through the CAMEC acquisition, Vulis added. "We see a lot of synergy, we see a lot of potentiality with these assets."

First Quantum Minerals Ltd 20.49
FM.TO TORONTO STOCK EXCHANGE -0.49 (-2.34%)

CONGO GOV'T SUPPORT

Under the deal, ENRC will form a joint venture with Gertler-controlled companies, with ENRC in charge of operating the copper and cobalt mines.

The Congo government, which has bitterly denounced First Quantum's campaign to retrieve the licences, immediately put out a statement welcoming the ENRC deal.

"The DRC welcomes investors who share the government's commitment to a level playing field and who are prepared to work within the Mining Code and to live up to their contractual obligations," mining minister Martin Kabwelulu said.

In June, the World Bank postponed a decision on writing off Congo's debt at Canada's request because of the First Quantum legal dispute.[ID:nN29182093]

The combined assets held by Camrose, apart from Kolwezi, have reserves of 7.8 million tonnes, with grades of 2.37 percent copper and 0.69 percent cobalt, ENRC said.

Those assets are expected to support production of 45,000 tonnes of contained copper and 6,000 tonnes of contained cobalt per year, ENRC said.

This will be on top of ENRC's existing plans to produce 130,000 tonnes of copper cathode a year and 12,000 tonnes of contained cobalt from the CAMEC assets by 2012. (Reporting by Eric Onstad; Additional reporting by Katrina Manson; Editing by David Lewis, Phil Berlowitz)

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Fleurette and Glencore Complete Merger of Mutanda and Kansuki Mining Operations

Jul 25, 2013, 04:32 ET from Fleurette Properties Limited

LONDON, July 25, 2013 /PRNewswire/ --

Fleurette Group (Fleurette) and Glencore ("the Partners") have today completed the merger of the Mutanda and Kansuki copper-cobalt projects in the Katanga Province of the Democratic Republic of the Congo (DRC).

Following the merger, Glencore has a 54.5% indirect interest in the enlarged operations, and will continue to have overall management and operational control of the projects. The remaining interests are held 31% by Fleurette through its wholly owned subsidiary, Rowny Assets Limited, and indirectly held 14.5% by High Grade Minerals S.A. (HGM). As part of the agreement, Glencore has the right to acquire, and Rowny has the right to sell 50% of Rowny's share in July 2016 and the remainder in July 2018 at fair market value.

Mutanda is a developed high grade copper and cobalt producer which in 2012 produced 87,000 and 8,500 tonnes of copper and cobalt respectively. The Kansuki concession is a 185 square kilometre copper and cobalt pre-development project bordering the Mutanda concession. To date the Partners have already invested $570 million out of a total commitment of $670 million of capital expenditure for the mine and plant development. Fleurette's share of the capital already invested is $200 million.

Since Mutanda began producing copper in 2007 it has produced 183,000 tons of copper contributing millions in taxes and royalties to the DRC. The current operation employs 2,300 people of which 96% are DRC nationals and this is expected to rise post merger as investment in the operations continues.

The merger of Mutanda and Kansuki consolidates Fleurette's stake in an important copper cobalt operation with significant scope for expansion. The current combined mining operations at Mutanda/Kansuki are expected to have annualized production capacity of 200,000 tonnes per annum of copper cathodes and 23,000 tonnes per annum of cobalt hydroxide by end of 2013, with further growth potential in the future. Further synergies are expected to be available to the joint operations, including shared management, power, tailings, infrastructure and the joint mining of the shared high grade ore body.

In addition to the significant sums invested in the projects, Fleurette has made a considerable investment in a series of community projects in the surrounding Katanga province. These include providing the vital new hospital in Kipushi with equipment and providing the support to help Operation Smile open a new facility in Lubumbashi, the capital of Katanga province in 2012. Operation Smile is an international non-governmental organisation that provides free cleft lip and palate surgeries to children and adults worldwide. Since 2004, the Gertler Family Foundation has contributed US$150 million to a number of projects in the DRC.

Fleurette was advised by Jefferies International and Milbank, Tweed, Hadley & McCloy LLP on this transaction.

Dan Gertler, Fleurette's principal advisor commented:

"The merger with Fleurette's Partner Glencore enhances the successful relationship that has existed for many years between the two companies. Fleurette developed Kansuki from an unexplored, unproven resource into a viable employment and revenue generating mining project. We have invested significant sums for exploration and feasibility studies at Kansuki as well as, more recently, the capex programme together with Glencore. We are delighted this investment is now starting to bear fruit. The potential of the Mutanda project is exciting and while Kansuki remains in development, it has significant potential as a major mining operation. Fleurette looks forward to working with Glencore to further develop these strategic mining operations in the DRC."

Background to Fleurette's ownership in Mutanda and Kansuki

Fleurette initially acquired its interest in the Kansuki concession when it acquired an 80% interest in Comide Sprl in 2006. The remaining 20% was held by DRC's state mining operator Gecamines.

At that time, Comide was an undeveloped greenfield site, with no infrastructure and no detailed exploratory work having taken place. Fleurette subsequently carried out a number of years of exploratory drilling work at Comide (including Kansuki) at a cost of approximately $100 million to Fleurette.

The Comide project was subject to the DRC's Mining Revisitation Process in 2008/2009 and in similar fashion to all of Gecamines JV partners at the time, Fleurette ceded 5% of its shares to Gecamines, retaining a stake of 75%.

In July 2010, the Kansuki concession was spun out into a separate entity and transferred into a new joint-venture vehicle between Fleurette and Gecamines. Subsequent to the spin-off, Fleurette transferred 50% of its 75% interest in Kansuki (Gecamines owned the remaining 25%) to Glencore in consideration for a

Glencore obligation to provide $400m of financing for the project.

In 2011, Fleurette acquired Gécamines' 25% shareholding interest in Kansuki and in addition a 20% shareholding in Mutanda from Gecamines for a total consideration of $220m, including a debt of $31.4m owed by Gecamines to Samref/Mutanda.

- Ends -

Notes to editors:

About Fleurette Group

The Fleurette Group of Companies is a Dutch-resident group of companies whose primary activities are the investment in, exploration, exploitation and development of mining assets in Africa.

The parent company of the group is called Fleurette Properties Limited, which is owned by Line Trust Corporation Limited strictly and solely on behalf of the Ashdale Settlement, a trust established in 2006 for the benefit of the family of Dan Gertler.

About The Gertler Family Foundation

An initiative of the Gertler Family Trust, the Gertler Family Foundation (GFF) is committed to helping meet the needs of vulnerable groups of the Congolese population. Since its inception in 2004, the GFF has invested millions of dollars in health, education, emergency relief, infrastructure, culture and other projects in Kinshasa, Katanga Province, Province-Orientale, Maniema and elsewhere in the Democratic Republic of the Congo.

Through hospitals, health clinics, schools and the homes built by the GFF, along with the medicine, food, clothing, clean water and other assistance it has provided, the Foundation has helped change the lives of countless Congolese since its inception.

The GFF's primary goal is to support vulnerable people living in major cities and remote villages with limited access to basic health care services, children and adults born with facial deformities, inter-city children born HIV positive, youth and adults living with HIV-AIDS, orphans, the disabled, families stricken by natural disasters, and many others.

The GFF is one of the most active Foundations in the DRC and had been recognised several times by the media as the most dynamic Foundation in country. In 2012 the GFF was presented with the Geopolis Forum Award. The Foundation also participated in the first roundtable on Corporate Social Responsibility in DRC in June 2012. This year (2013) the GFF will also participate in the International Conference of Radiography for Francophone countries, of which it is also a proud sponsor.

For further information about the Gertler Family Foundation, visit http://www.gertlerfamilyfoundation.org/en/ or contact info@gertlerfamilyfoundation.org

Join us on Facebook: Gertler Family Foundation, and on twitter @gffdrc.

About Mutanda

Mutanda is a high grade copper and cobalt producer, with its operations located in the province of Katanga in the DRC. As of June 2013, Mutanda copper production was at an annualized production rate of 120 ktpa. Mutanda's installed solvent extraction and electrowinning tankhouse capacity is currently at 200 ktpa and with the optimization of the front end of the plant, Mutanda's hydrometallurgical complex will be capable of producing 200 ktpa of copper cathodes and 23 ktpa of cobalt in hydroxide at design feed grades in Q4 2013. In addition, Mutanda has installed capacity to produce 390 tonnes per day of sulfuric acid and 73 tonnes per day of sulfur dioxide, for use in the hydrometallurgical complex. As at 31 December 2012, Mutanda had gross assets of $1,391 million. Mutanda's total profit for the financial year ended 31 December 2012 was $152 million.

About Kansuki

Kansuki is a 185 square kilometre copper and cobalt pre-development project which borders the Mutanda concession and Glencore is the operator. Exploration of the Kansuki concession has commenced and is on-going. As at 31 December 2012, Kansuki had gross assets of $432 million. Kansuki's total profit for the financial year ended 31 December 2012 was $(1.7) million.

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SOURCE Fleurette Properties Limited

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PR Newswire

Fleurette Group - Sale of Stake in Mutanda to Glencore

NEWS PROVIDED BY
Fleurette Group →
Feb 13, 2017, 11:52 ET

KINSHASA, Democratic Republic of the Congo, February 13, 2017 /PRNewswire/ --

- $3 billion in tax revenues generated by Mutanda and KCC since Fleurette's initial investment

- Fleurette invested over US$ 0.5 billion in the Mutanda mining project

- Mutanda operating consistently at full capacity of over 200,000 tonnes of copper p.a. - the right time to exit

Fleurette Group ("Fleurette") is delighted to announce it has completed the sale of its 31% stake in Mutanda Mining Sarl ("Mutanda") to Glencore. Fleurette has also exited its remaining 11.05% shareholding in Katanga Mining Limited ("Katanga").

The consideration for the Mutanda shares and the Katanga shares has been determined based on an independent analysis by BMO Capital Markets of the value of the Mutanda and Katanga shares for the purposes of the transaction.

The consideration for the Mutanda shares is US$922 million and the Katanga Shares is US$38 million. The net aggregate cash consideration to be paid by Glencore in respect of the transactions is $534 million after taking into account the settlement of outstanding loans payable by Fleurette to Glencore and shareholder loans owed to Fleurette by Mutanda.

The sale of Fleurette's stake in Mutanda ends its equity interest in what is now one of the leading mining assets in the African Copperbelt, following a period of extensive investment and operational improvement by the partners. Fleurette's success with Mutanda, which has now reached its full operational capacity, highlights its ability to identify an opportunity, bring together the right parties and fully commit over the long term to building a flagship mining asset in a challenging environment, creating thousands of jobs and significant revenue for the DRC.

Fleurette has invested over $500 million in the acquisition and development of Mutanda, resulting in a huge boost to production, and in turn, significant revenues to the DRC State in the form of taxes and royalties. During Fleurette's involvement, employment of local Congolese has tripled and production has reached nameplate capacity, more than tripling from just over 60,000 tonnes of copper, to 213,000 tonnes of copper in 2016. Mutanda has also made extensive investments into the surrounding local community, as well as creating a flourishing micro economy around the mine site.

Mutanda and KCC (Katanga's DRC subsidiary) have generated some $3 billion in tax revenues since Fleurette's initial investment, providing a huge boost to the DRC Treasury. Fleurette has helped build a true DRC mining champion in Mutanda and shown how long-term commitment and huge investment can create significant value for the DRC people and all stakeholders. Mutanda highlights the positive benefits the resources industry can deliver to a local economy.

Dan Gertler, Senior Adviser to Fleurette Group commented:

"We are extremely proud of what we have achieved at Mutanda. Together with Glencore, Fleurette has enabled the mine to deliver on its full potential and it has become one of the largest taxpayers in the DRC. We have shown we can make massive investment decisions in challenging, complex operating environments, and expand great assets which in turn provide huge benefits to the people of the DRC. Mutanda and KCC have generated $3 billion in tax revenues since our investment - a significant contribution to the DRC economy. With the mine now operating at full capacity, we feel now is the right time to exit our investment and to re-invest in further brown and greenfield opportunities.

"The resources sector is core to the on-going development of the DRC. I call on the international mining community to look at the opportunity in the DRC. It is only through the involvement of the international investment community and the resources sector sharing its expertise that the country can capitalise on its resources heritage. We remain committed to the DRC and will continue to re-invest into the country as we have done for the last 20 years."

Fleurette has also exited its remaining shareholding in Katanga through the $38 million share sale to Glencore of 195,440,700 Katanga shares. Having originally invested in Katanga in 2007 at a share price of up to C$18 per share, Fleurette will have exited its shareholding in Katanga at a loss of over $190m since 2007.

As part of the transactions, Glencore also acquired 15,325,000 shares in Katanga which were held as security for a loan provided to Fleurette's wholly-owned subsidiary Ruwenzori Limited.

-Ends-

About Fleurette - www.fleurettegroup.com / LinkedIn / Twitter

The Fleurette Group of Companies ("Fleurette") is an entrepreneurial business with significant investment in diverse sectors, including natural resources, infrastructure, agriculture and technology. Fleurette has substantial investments and operations in the Democratic Republic of Congo (DRC). The parent company of the group, Fleurette Properties Limited, is owned by Line Trust Corporation Limited strictly and solely as trustees of the Ashdale Settlement, a trust established in 2006 for the benefit of the family of Dan Gertler. Mr Gertler is a citizen and resident of Israel and the DRC (and honorary counsel to the DRC) and is committed to developing the country's natural resources and infrastructure, while investing in the Congolese people and their communities.

Fleurette has a proven track record of successful co-operation with diverse parties, including the DRC State-owned mining company Gécamines, and to date has brought more than USD $7 billion of investment into the DRC, on top of its USD $2 billion in private investment. As a result, Fleurette's subsidiaries and partnerships support around 30,000 jobs in the DRC and are amongst the DRC's leading taxpayers, contributing significant revenues to the State.

Fleurette is also a major contributor to social development in the DRC through the Gertler Family Foundation (GFF) and through direct investment in social infrastructure. The GFF is the largest charitable organization in the DRC, funding more than 50 programs and projects across the DRC, which help tens of thousands of Congolese every year. These include rebuilding key hospitals, notably the Kisangini "Hospital du Cinquantenaire"; supporting the Operation Smile campaign in Lubumbashi and Kinshasa; rebuilding Blaise Pascal School in Lubumbashi; and supporting the Lubumbashi Zoo.

Additional information about the transaction consideration

The consideration for the Mutanda shares is US$922 million and the Katanga shares is US$38 million. The Katanga shares were purchased for a purchase price of US$0.19285 per share, equating to C$0.25214 per share. Fleurette and its affiliates owe Glencore outstanding loans, secured over the Mutanda shares, amounting to US$556 million of which US$120 million comprises accrued interest. In addition, Glencore has acquired shareholder loans owed to the Fleurette group by Mutanda in the amount of approximately US$130 million. Accordingly, the aggregate cash consideration payable by the Glencore group in respect of the transactions is US$534 million.

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Rights and Accountability in Development

‘Bribery in its purest form’: Och-Ziff, asset laundering and the London connection

Executive Summary

January 2017

> ‘Gaining the upper hand in a business venture by engaging in corrupt practices is bribery in its purest form. Doing so with the intention of influencing a foreign official in his or her capacity is nothing short of corruption. In this scheme, payments of millions of dollars were paid out to senior officials within certain parts of Africa in exchange for access to profitable investment opportunities. This type of behavior can’t and won’t be tolerated.’
>
> [William F. Sweeney Jr., Assistant Director in Charge of the FBI’s New York Field Office]

A leading US hedge fund admits its role in African bribery conspiracies

Back in May 2013, RAID wrote to the US authorities asking them to investigate certain transactions in the Democratic Republic of Congo (DRC) and Zimbabwe, financed by the US hedge fund, Och-Ziff. In March 2014, RAID was about to release a second report examining questionable Och-Ziff deals across Africa, when the hedge fund announced for the first time that, since 2011, it had been under investigation by the US Department of Justice and the Securities and Exchange Commission (SEC) in relation to the Foreign Corrupt Practices Act (FCPA).

On 29 September 2016, the DOJ charged Och-Ziff, one of the largest hedge funds in the world, managing a vast $37 billion portfolio of assets, with conspiracy to violate the anti-bribery provisions of the FCPA.[1] The DOJ described the corrupt practices of Och-Ziff Capital Management Group LLC (Och-Ziff) as ‘bribery in its purest form’. The parent company resolved the case under a deferred prosecution agreement (DPA). An Och-Ziff subsidiary, OZ Africa Management GP LLC (OZ Africa), pleaded guilty to conspiracy to violate the FCPA.[2]

Och-Ziff is publicly listed, and the SEC, which regulates the New York stock exchange, also announced that Och-Ziff had agreed to settle civil charges of violating the FCPA.[3] Overall, Och-Ziff agreed to pay combined civil and criminal penalties of $412 million, the largest ever settlement concerning a Wall Street firm.

The US authorities found that the hedge fund used intermediaries, agents, and business partners to pay bribes to high-level government officials in Africa.[4] Three elements of the Och-Ziff case are of particular

[1] United States of America against Och-Ziff capital Management Group LLC, *Deferred Prosecution Agreement*, Cr. No. 16-516 (NGG), United States District Court Eastern District of New York, 29 September 2016, available at: <https://www.justice.gov/opa/file/899306/download>.
[2] United States of America against OZ Africa Management GP, LLC, *Plea Agreement*, Cr. No. 16-515 (NGG), United States District Court Eastern District of New York, 29 September 2016, available at: <https://www.justice.gov/opa/file/899316/download>.
[3] U.S. Securities and Exchange Commission, 'Och-Ziff Hedge Fund Settles FCPA Charges Och-Ziff Executives Also Settle Charges', *Press Release*, 2016-203, 29 September 2016, available at: <https://www.sec.gov/news/pressrelease/2016-203 html>
[4] U.S. Securities and Exchange Commission, *Order Instituting Administrative and Cease-and-Desist Proceedings Pursuant to Section 21C of the Securities Exchange Act of 1934 and Sections 203(e), 203(f) and 203(k) of the Investment Advisers Act of 1940, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order*, against Och-Ziff Capital Management Group

interest to RAID. (1) All of the corrupt transactions outlined in the settlement and DPA had a London connection: the deals were arranged through Och-Ziff's London office and many of the entities involved were London-listed. For many years, RAID has tracked how mining assets of dubious provenance have been laundered through UK-markets. (2) One corruption scheme operated in the Democratic Republic of Congo, a country that has long been the focus of RAID's campaign to expose the process by which rich mineral assets were used to fund a brutal war and to reward the government's allies and vested interests in its aftermath. (3) The US authorities refer to a platinum deal in Zimbabwe, which RAID has condemned for funding Mugabe's violent 2008 election campaign, despite the existence of sanctions.

RAID sets out the repeated failure of the UK regulatory authorities over a 10-year period – despite warnings from UN Experts, due diligence studies and compliance watch lists – to take action to prevent assets acquired through corrupt means being traded on the London markets**. The key question addressed in the report is this: having failed to heed RAID's repeated calls for action, can the UK continue to shelter those who have been involved in corrupt deals, or ostensibly breached sanctions or flouted market rules, without causing lasting damage to its reputation?** It has taken action by the US authorities on Och-Ziff to bring renewed impetus to this question. Answers are long overdue. The report concludes with a series of recommendations to the UK authorities.

This summary should be read in conjunction with the full report (available at <www.raid-uk.org>), which provides detailed references. While some individuals and entities involved are named in the official documents, others are not. By comparing facts provided by the DOJ and SEC with information on the public record, it is possible to match the details referred to by the US authorities to known individuals and entities (see Annex 1).

Och-Ziff's African investments were managed out of its London office

Through a complex chain of subsidiaries, Och-Ziff had joint control over all investments and operations of African Global Capital (AGC), a joint venture set up by Guernsey-based Africa Management Limited (AML) (see Annex 2). AML was started by Och-Ziff and its affiliates and a group of South African business partners (Mvela Holdings and Palladino Holdings) to find lucrative investment opportunities in Africa. Two Och-Ziff employees, both working out of the hedge fund's London office, were 'made aware of and participated in the corrupt payments, using funds provided by Och-Ziff'. Both individuals were directors of AML's UK subsidiary.

AGC was instrumental in providing funds to Och-Ziff's DRC Partner – referred to by the DOJ as 'an Israeli businessman' with 'significant interests in the diamond and mineral mining industries in the Democratic Republic of the Congo' – in the bribery scheme to consolidate DRC copper mines.[5] A spokesman for the Fleurette Group – a network of companies, many active in DRC, controlled by Israeli businessman Dan Gertler – is quoted in newspaper reports on the DOJ and SEC action: 'The Fleurette Group and Dan Gertler strongly deny the allegations announced today, which are motivated by a hedge fund trying to put behind it problems sparked by people that have nothing to do with Fleurette.'[6]

LLC, OZ Management LP, Daniel S. Och, Joel M. Frank, Securities and Exchange Act of 1934 *Release No. 78989*/September 29, 2016, Investment Advisers Act of 1940 *Release No. 4540*/September 29, 2016, Administrative Proceeding *File No. 3-17595*, available at: <https://www.sec.gov/litigation/admin/2016/34-78989.pdf>

[5] *DPA*, Statement of Facts, 12; and 29 ff.

[6] Spokesman for the Fleurette Group quoted in: Franz Wild and Keri Geiger, 'Diamond Magnate at the Heart of Och-Ziff's Africa Ambitions', *Bloomberg*, 30 September 2016, <http://www.bloomberg.com/news/articles/2016-09-30/the-diamond-magnate-at-the-heart-of-och-ziff-s-africa-ambitions>; Franz Wild and Jesse Riseborough, 'Glencore Reviewing Bribery Allegations Said to Involve Gertler', *Bloomberg*, 30 September 2016, <http://www.bloomberg.com/news/articles/2016-09-30/glencore-reviewing-bribery-allegations-said-to-involve-gertler> and; Thomas Wilson, Franz Wild, Jesse Riseborough, 'Congo Backs Billionaire Gertler After Och-Ziff Allegations', *Bloomberg*, 4 October 2016, <http://www.bloomberg.com/news/articles/2016-10-04/congo-backs-billionaire-gertler-after-u-s-och-ziff-allegations>.

Alternative Investment Market – a haven for asset laundering

At the height of the commodities boom and the scramble for African resources, the lax procedures of the Stock Exchange's junior Alternative Investment Market (AIM) made it a magnet for shady companies operating in high risk areas. AIM enabled such companies not only to raise funds, but also to acquire a veneer of respectability that a London listing conferred. As the RAID report shows, **the UK authorities missed many opportunities to intervene before the corrupt transactions detailed by the DOJ and SEC had taken place and prevent what a government minister has recently described as 'the flow of dirty money into the City'.**

DRC Corruption Scheme

The RAID report examines in depth the principal transactions referred to by the US authorities in the DRC, which all followed a similar pattern: Och-Ziff employees entered into agreements with Gertler as the fund's DRC Partner to purchase shares in DRC mining companies under his control, aware that payments would be made to bribe high ranking Congolese officials, who would bring pressure to bear on rival companies, forcing them to relinquish their assets. Och-Ziff as the parent company 'knowingly failed to implement and maintain controls to address known risks for corruption or misuse of company funds'.[7] When such misuse surfaced, Och-Ziff 'conducted no review or audit to confirm or rebut the allegations, and thereafter advanced more than $200 million to DRC Partner for additional transactions.' The DOJ's filing shows how, over a 10-year period, Och-Ziff's 'DRC Partner, together with others, paid more than one-hundred million U.S. dollars in bribes to DRC officials to obtain special access to and preferential prices for opportunities in the government-controlled mining sector'.[8] The DOJ and SEC outline the scheme used:

> In or about and between March 2008 and February 2011, Och-Ziff entered into several DRC-related transactions with DRC Partner: (1) an April 2008 purchase of approximately $150 million of shares in a publicly traded DRC-focused mining company controlled by DRC Partner ("Company A"); (2) a $124 million convertible loan through a subsidiary company and AGC to Company B, a DRC Partner-controlled shell entity, funded in or about and between April and October 2008 (the "Convertible Loan Agreement"); and (3) a $130 million margin loan to Company C, a DRC Partner-controlled shell entity, in November 2010 and February 2011 (the "Margin Loan Agreement"). Leading up to and through these transactions, Och-Ziff Employee 3 and Och-Ziff Employee 5 were made aware of and participated in the corrupt payments, using funds provided by Och-Ziff to Company B and Company C, that DRC Partner made to various DRC officials to secure mining interests in the DRC. [*DPA*, Statement of Facts, 28]
>
> Och-Ziff and DRC Partner worked to acquire and consolidate assets in the DRC into an entity controlled by DRC Partner that could then be sold to a large publicly-traded mining company for a significant profit. [SEC Order, 42]

The anonymised individuals and companies referred to by the US authorities can be readily matched to their identifiable counterparts across a series of known mining deals struck in the DRC, *inter alia*:

- DRC Partner matches Dan Gertler. Gertler denies any allegations and has neither been named or charged by the US authorites.
- Och-Ziff Employee 3 matches Michael Cohen, former Och-Ziff partner, and the then head of Och-Ziff's London office. Cohen is not named in the DOJ and SEC action; he has issued a denial of any wrong-doing and has not been charged by the US authorities. Cohen has since left Och-Ziff.
- Och-Ziff Employee 5 matches Vanja Baros, then a member of Och-Ziff's African investment team, based in London. Baros is not named in the DOJ and SEC action and has made no public comment on the facts of the case. No charges have been brought against Baros by the US authorities. Baros has since left Och-Ziff.

[7] *DPA*, Statement of Facts, 96.
[8] *DPA*, Statement of Facts, 20.

- 'DRC officials' include the DOJ's 'DRC Official 2', matching Augustin Katumba Mwanke (since deceased), parliamentarian, and Ambassador-at-Large for the DRC government, and close adviser to the DRC President, Joseph Kabila (who matches the DOJ's 'DRC Official 1').

- Company A matches Central African Mining and Exploration Company (CAMEC) Limited, admitted to AIM in October 2002. Once set up on AIM, given its lax regulations, CAMEC was then free to bring DRC and Zimbabwean mining assets of dubious provenance to the London market. Gertler had earlier acquired a large holding in CAMEC, paving the way for the injection of funds from Och-Ziff.[9] Soon after receiving the Och-Ziff money, CAMEC announced a deal to buy a platinum mine in Zimbabwe, making cash available to the Mugabe regime.[10] The deal was set up by another significant shareholder in CAMEC (the 'Zimbabwe Shareholder'), who matches Billy Rautenbach, an individual later referred to by the US Treasury as a 'Mugabe crony'. According to the DOJ, another $11 million was immediately made over by Och-Ziff's DRC Partner to DRC Official 2.[11]

- Company B matches Gertler's Camrose Resources Limited. The US authorities describe how Och-Ziff's DRC Partner went about obtaining assets belonging to a Canadian mining company, identified as Africo Resources Limited.[12] DRC Official 2 (Katumba Mwanke) had orchestrated the taking of Africo's interest in a DRC mine . The DOJ details how Och-Ziff's DRC Partner paid '$500,000 to DRC officials, including judges, who were involved in the Africo court case to corruptly influence the outcome of those proceedings to the benefit of Och-Ziff and DRC Partner'.[13] Camrose, using $100 million from Och-Ziff, then moved in to purchase a majority stake in Africo in exchange for resolving its legal issues.[14]

  To attract a buyer for Camrose, the DOJ describes how 'Och-Ziff Employee 5 [Baros] worked with DRC Partner [Gertler] to obtain additional…assets known as Kolwezi Tailings and SMKK. Och-Ziff knew that Kolwezi Tailings had been stripped by the DRC government from a mining company immediately before being obtained by a group of companies controlled by DRC Partner and the DRC government.'[15] The Kolwezi Tailings (also known as KMT) had belonged to another Canadian company, First Quantum Minerals, and SMKK (Société Minière de Kabolela et Kipese) to the DRC state mining company. The DOJ confirms:[16] 'Throughout the period of DRC Partner's acquisition of Kolwezi Tailings and SMKK, DRC Partner continued to make corrupt payments to DRC Official 2.'

- The 'large publicly-traded mining company' is the now infamous London Stock Exchange listed mining company, Eurasian Natural Resources Corporation (ENRC) plc, which is currently under investigation by the UK's Serious Fraud Office (SFO). The influential Africa Progress Panel, established to promote equitable and sustainable development for Africa and chaired by former UN Secretary-General, Kofi Annan, has stated: 'Taking into consideration other assets wrapped up in the Camrose purchase, ENRC effectively paid $685.75 million for Kolwezi and associated concessions, which were originally purchased …for $63.5 million – a return of just under 1,000 per cent for the offshore companies concerned'.[17]

  In July 2016 Africo was acquired by Eurasian Resources Group (ERG), the successor company to ENRC, and delisted from the Toronto Stock Exchange. **RAID is writing to the Canadian authorities to ask why they allowed the take-over and delisting of Africo, given the advanced stage of the investigations into Och-Ziff by the US authorities and the on-going inquiry by the SFO into ENRC.**

[9] *DPA*, Statement of Facts, 32.
[10] *SEC Order*, 51.
[11] *DPA*, Statement of Facts 32.
[12] *DPA*, Statement of Facts, 29 ff.
[13] *DPA*, Statement of Facts, 38.
[14] *DPA*, Statement of Facts 33.
[15] *DPA*, Statement of Facts 51.
[16] *DPA*, Statement of Facts 52.
[17] *Africa Progress Report 2013*, Box 9, The Kolwezi project, p.58.

In July 2016, it was widely reported that the SFO had secured special so-called 'blockbuster' funding to continue its investigation into ENRC.[18] In December 2016, *Bloomberg* reported that Dan Gertler is included as part of the SFO's investigation into ENRC.[19] Gertler's Fleurette Group said in response: 'Mr. Gertler has always made it clear that his business dealings in the DRC are entirely proper and appropriate. That remains the case. Beyond that, he is not able to comment on allegedly leaked documents.'

'Suspicious Payments', sanctions and Zimbabwe

Both the DOJ and SEC are concerned with violations of the FCPA and not the enforcement of sanctions. This notwithstanding, both authorities refer, under the headings of 'Suspicious Payments' or 'Allegations of Serious Misconduct', to a transaction in Zimbabwe to buy platinum assets from a state entity and the Zimbabwean Shareholder (Rautenbach), to the diversion of an Och-Ziff loan to a Zimbabwean political party and to the use of Och-Ziff's investment to pay for an arms shipment from China.[20]

In the 2008 election in Zimbabwe, ZANU-PF's Robert Mugabe retained the presidency after a campaign of horrific brutality against Movement for Democratic Change (MDC) supporters. Up to 200 people were killed, 5,000 more were beaten and tortured, and 36,000 people were displaced.

The violence was financed by money originating with Och-Ziff and channelled to the Mugabe government via a loan as part of CAMEC's lucrative platinum deal. The US$100 million loan changed Zimbabwe's future by thwarting progress towards democracy. Mugabe and key allies in ZANU-PF and the military were all on the EU and US sanctions list at the time of the loan. The SEC Order accords with RAID's 2013 account of the platinum deal.[21] Furthermore, the head of Och-Ziff's London office (Cohen) had been warned by his colleague (Baros) that the Och-Ziff loan may have been used to pay for a shipment of arms from China. Yet neither Och-Ziff employee notified Och-Ziff's legal and compliance department. Despite the existence of US sanctions against Zimbabwe, Och-Ziff held onto its CAMEC shares until November 2009.

RAID has already raised the matter of the Zimbabwean platinum deal and sanctions with both HM Treasury in the UK and the Office of Foreign Assets Control (OFAC) in the US. Statements made by the SEC and DOJ in the Och-Ziff case corroborate that RAID was right to have flagged these concerns. **RAID's current report highlights inconsistencies over when and what Och-Ziff knew about the Zimbabwean platinum deal and calls upon OFAC to investigate. A key question is whether the UK authorities, far from preventing the platinum mine purchase or the later sale of shares controlled by sanctions targets, actually approved or licenced the transactions.**

For the first time, the SEC confirms what has long been suspected:[22] that the Zimbabwe Shareholder (who matches Rautenbach) not only brokered the Zimbabwean platinum deal, but also that he was behind a company (matching Meryweather Investments) that sold the assets in return for CAMEC shares. When CAMEC itself was sold to ENRC, Rautenbach cashed in his shares, despite being on the sanctions list; even more disturbingly, it seems likely that the UK Treasury licensed the unfreezing of Rautenbach's gains. As a result of this windfall, Rautenbach was able to pay off a substantial fine of R 40 million (£3.3 million) and reach a plea bargain agreement on 326 counts of fraud with the South African authorities.[23]

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[18] See, for example, Caroline Binham and Tom Burgis, 'UK awards extra funds for SFO probe into ENRC's mining deals - Serious Fraud Office stepping up investigation into alleged corruption involving Africa deals', *Financial Times*, 3 July 2016, <https://www.ft.com/content/edb2760e-3fb3-11e6-9f2c-36b487ebd80a>.
[19] Thomas Wilson, 'SFO Probes Israeli Billionaire, Ex-ENRC Directors on Congo Deals', *Bloomberg*, 5 December 2016, <https://www.bloomberg.com/news/articles/2016-12-05/sfo-probes-israeli-billionaire-ex-enrc-directors-on-congo-deals>.
[20] *SEC Order*, B. Suspicious payments in Zimbabwe, 48 – 52; DPA, Statement of Facts, 43.
[21] RAID, *Och-Ziff, Mugabe's "Bagmen" and the underpricing of African* assets, July 2013.
[22] *SEC Order*, 51.
[23] Antony Sguazzin and Brett Foley, 'Rautenbach to Pay S. African Fine to End Legal Battle', *Bloomberg*, 21 September 2009, available at: <http://www.bloomberg.com/apps/news?pid=newsarchive&sid=aINXh9QhQiyQ> (since archived). The article quotes Mthunzi Mhaga, spokesman for the NPA.

RAID has been unsuccessful in its attempts to find out, through a Freedom of Information Act (FOIA) request, what the UK government knew or did about the Zimbabwean platinum deal. The Treasury is refusing to confirm or deny whether or not it gave tacit approval for the transaction – it is apparent that CAMEC has never been charged with violating sanctions – or whether it licensed the sale of Rautenbach's shares and allowed him access to the proceeds (again, there is a widespread perception that such licences were forthcoming).

In refusing to disclose information, the Treasury has relied upon an exemption under FOIA applied to the EU regulation implementing sanctions, which RAID has sought to challenge in the courts. While the first level court upheld the Treasury's grounds for refusal, RAID was granted the right to appeal to a higher court, but could not pursue the case. However, as information on the DRC and Zimbabwean transactions continues to filter out, and given the unprecedented action by the DOJ and SEC in the US, certain UK companies implicated in the same corrupt schemes, not to mention the position of the UK authorities, may become increasingly exposed: much of the information the Treasury has sought to conceal is nonetheless emerging.

Conclusion

> 'For many good reasons, the UK is an attractive place to invest money. But the downside is clear. The UK is also attractive to criminals and the corrupt kleptocrats who steal billions from their own people – often some of the poorest people in the world – and launder it through the UK.'
>
> [Home Secretary, Amber Rudd, speech at the 2016 Financial Conduct Authority annual crime conference.]

A number of factors contributed to the web of corruption exposed in the Och-Ziff settlement that tainted so many of the transactions of key mineral resources over the past decade, not only in the DRC, but across the African continent. The DRC, a deeply impoverished country, weakened by years of conflict and lacking strong institutions, was particularly vulnerable to the predations and schemes of an unscrupulous cabal of wheeler dealers. The scale of the corruption they embarked on is breath-taking. These deals not only undermined the hopes for a peaceful transition to democracy and sustainable development in the Congo, but they helped to entrench corrupt practices, undermine efforts to promote good governance and consigned the majority of the population to live in squalor and environmental degradation.

The review of mining licences that the Congolese government embarked on in 2007, which was supposed to clear up the murky legacy of wartime contracts, provided Och-Ziff and its collaborators with a golden opportunity to snap up valuable assets at knock-down prices. Working with the Congolese political elite, this group were able to exploit the threat of expropriation or revocation of mining permits to their own advantage. By 2014, according to *Forbes Magazine*, President Joseph Kabila had amassed an estimated personal fortune of US$15 billion in just over 13 years of power.[24] In 2015, *The Sunday Times Rich List* estimated Michael Cohen's wealth to be £335 million (US$500 million). *Forbes* puts Daniel Och's (the founder and CEO of Och-Ziff) net worth at US$2.5 billion and Dan Gertler's wealth at $1.18 billion. The DRC is one of the poorest and least developed nations in the world, ranked 176 out of 188 countries.[25] Almost 87% of its 69 million people live on less than $1.25 a day. Put another way, that $1.25 each day equates to $450 per year, and with life expectancy of 58 years, Och's personal fortune would last the lifetimes of more than 95,000 Congolese at today's values.

Whereas developments in the DRC were outside the control of the UK regulatory authorities, as RAID's report shows, what is at issue is the adequacy and timeliness of their response to matters that took place in London and which fell within their competence. Over the past decade, at crucial moments, the UK authorities were in a position to take action that might have thwarted at least some of the corrupt deals and could have prevented 'the flow of dirty money into the City'.

[24] Richard Miniter, 'Obama's Secret Neo-Con Agenda', *Forbes Magazine*, 30 June 2014.
[25] Data from United Nations Development Programme, *Human Development Reports*, <http://hdr.undp.org/en/countries/profiles/COD>.

During 2016, the Government announced a number of initiatives. Following the UK Anti-Corruption Summit of May 2016, the Government acknowledged that law enforcement struggles to prosecute 'corporations for money laundering, false accounting, and fraud under existing common laws' and said it would consult on an extension of 'the criminal offence of a corporate 'failing to prevent' beyond bribery and tax evasion to other economic crimes' to complement existing legal and regulatory frameworks.[26] But this consultation has not yet happened. However, in the context of the Criminal Finances Bill, Members of Parliament have put forward an amendment to the Proceeds of Crime Act 2002, extending the scope of unlawful conduct (set out in s. 7 of the Bribery Act 2010) to cover certain actions connected to a gross human rights abuse which have taken place abroad.[27]

There has also been government recognition of the importance of financial sanctions to help maintain the integrity of and confidence in the UK financial services sector. RAID welcomes the creation in March 2016 of an Office of Financial Sanctions Implementation (OFSI) in the Treasury, which will be able to impose penalties for serious breaches.[28] The legislation is part of a raft of wider measures in the Policing and Crime Bill to toughen the government's response to sanctions breaches, currently (as of January 2017) going through Parliament.[29] By giving OFSI powers to hand out monetary penalties and publish details of serious breaches, the government is sending a clear message that it will not tolerate breaches of the financial sanctions regime. However, RAID is concerned that a public interest exemption, allowing OFSI to choose not to take enforcement action, even in cases where the facts seem to warrant it, should be subject to review.

Lessons must be learned from the Och-Ziff case, including the involvement of UK-based individuals and entities, and where necessary new legislation should be enacted and existing regulations more rigorously enforced to ensure that nothing on this scale happens again.

Key Recommendations

Call for action by the UK authorities in light of the 'London connection' in the Och-Ziff case

1. *The Serious Fraud Office* should investigate or continue to investigate all UK entities, UK-based individuals and companies associated with the corrupt transactions identified by the DOJ and SEC: *inter alia*, Central African Mining and Exploration Company (CAMEC), African Management (UK) Limited, Eurasian Natural Resources Corporation (ENRC), and their directors and/or key executives and personnel.
2. *The Financial Conduct Authority* should, in the light of the US settlement, review the fitness of individuals and entities, referred to in the DOJ and SEC documentation, appearing on the Financial Services Register.
3. *The National Crime Agency* must review the role of UK-based individuals and entities in the Zimbabwe platinum deal, referred to by the DOJ and SEC. Apparent breaches of financial sanctions must be fully investigated and, where there is evidence of illegality, the perpetrators must be prosecuted.

[26] Ministry of Justice, 'New plans to tackle corporate fraud', *Press Release*, 12 May 2016, <https://www.gov.uk/government/news/new-plans-to-tackle-corporate-fraud>.
[27] House of Commons, Criminal Finances Bill, as Amended, *Notices of Amendments*, given up to and including Monday 28 November 2016, <http://www.publications.parliament.uk/pa/bills/cbill/2016-2017/0097/amend/criminal_rm_rep_1128.1-5 html>.
[28] HM Treasury, 'New body to support financial sanctions implementation launched', *Press Release*, 31 March 2016, <https://www.gov.uk/government/news/new-body-to-support-financial-sanctions-implementation-launched>.
[29] See HM Treasury, *Factsheet: Policing and Crime Bill – Financial Sanctions*, July 2016, <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/537282/Factsheet_18_-_Financial_sanctions.pdf>. While the legislation sets the parameters within which OFSI must operate, the Treasury is currently consulting on the implementation process. See HM Treasury, *The process for imposing monetary penalties for breaches of financial sanctions: consultation*, December 2016, <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/574669/Monetary_sanctions_consultation_final.pdf>.

General recommendations

4. *Alternative Investment Market*
   a. AIM's procedures should be strengthened in order to prevent corruptly obtained assets being laundered on London markets: (i) to avoid a conflict of interest, the same firm should not be able to act as both nomad and broker at admission. (ii) Companies should be refused admission to AIM if their directors and/or executives and/or significant shareholders have a dubious reputation or track record or where existing assets are of dubious provenance.
   b. The UK parliament's Treasury Committee should hold an inquiry into the reasons why AIM failed to prevent companies controlled by individuals of ill-repute being admitted to AIM over the period in question, allowing them to trade corruptly obtained assets on the London market, while hiding the beneficial ownership of key shareholders.
5. *UK Listing Authority*: There should be zero tolerance for corruption and asset laundering. The UKLA should establish a quality committee to vet applicants to the main market.
6. *Beneficial ownership*: The UK is the first G20 country to have an on-line public register of beneficial ownership information. It allows anyone to find out who really owns or controls a British company, preventing fraudsters from hiding behind anonymous 'shell companies'. However the current policy of seeking voluntary information exchanges between offshore jurisdictions and UK law enforcement authorities is manifestly not working. It is time to draw back the cloak of secrecy and legislate for all UK-linked offshore territories to establish full public registries of beneficial ownership.
7. *Money Laundering*: In an increasingly competitive international marketplace, the UK cannot afford to be seen as a haven for dirty money. The government should extend 'the failure to prevent offence' to money laundering to enhance the scope for criminal sanctions.
8. *Human Rights*: unexplained wealth orders, which will require an individual suspected of serious criminality to explain the origins of their wealth or face civil recovery action, should be extended to people connected to gross human rights abuses.
9. *Sanctions*
   a. Forthcoming powers of enforcement – including monetary penalties – are to be welcomed, as is the commitment to publish details of serious breaches. However, RAID has serious reservations about 'public interest' exemptions to these powers: at a very minimum, such exemptions should be subject to review.
   b. There should also be greater transparency over the issuing of licences to allow transactions or the unfreezing of assets. The UK Government should follow the example of the U.S. Treasury, which releases certain information on the licencing of transactions under a sanctions program.
   c. The Treasury should establish a mechanism by which informed parties, including NGOs, can submit information to better identify sanctions targets and their associated entities.
   d. The Treasury should account for decisions to add to or remove people or entities from the sanctions list.

Annex 1

Entity/individual referred to by DOJ/SEC Matching entity	Statements/facts – US authorities	Corresponding facts from the public record
Company A Central African Mining And Exploration Company (CAMEC)	'a publicly traded DRC-focused mining company controlled by DRC Partner' [DOJ, DPA, Statement of Facts, 28] April 2008 investment by Och-Ziff in a 'London stock exchange-listed mining company with operations in the DRC' in which 'DRC Partner was a significant shareholder'. [SEC Order, 48] Reference to the London miner's placement announcement: 'the offering of new shares to which Och-Ziff subscribed was intended to fund the company's ongoing mining efforts in the DRC.' [SEC Order, 49] Transaction to purchase 150 million shares in company A was for $150 million and occurred on or about 27 March 2008 [DOJ, DPA, Statement of Facts, 32] 'Och-Ziff… funded approximately $150 million from its managed investor funds in March 2008 to purchase shares in the mining company' [SEC order, 50] 'Within days of the investment, the mining company publicly announced that it had acquired an interest in a platinum asset in Zimbabwe.' [SEC order, 51]	CAMEC was a DRC-focused mining company, traded on the London Stock Exchange's Alternative Investment Market (AIM).[i] By 2008, and after merging his Prairie International company with CAMEC, Gertler was a major shareholder in the latter.[ii] On 28 March 2008, CAMEC issued a release stating:[iii] '[f]ollowing further discussions with the placees regarding the multiple investment opportunities available to the Company in Africa, the Company has now expanded the fundraising….150,000,000 of the New Ordinary Shares have already been placed firm…' Moreover CAMEC eventually issued a release (attributed 'From OZ Management' and dated 28 July 2008) noting:[iv] 'OZ Management LP as Investment Manager to a number of investment funds is now interested in 5.83% of the outstanding share capital of the Company.' A few days before the announcement was made, CAMEC had confirmed the number of ordinary shares in issue at 2,572,806,383:[v] hence the 5.83% under the management of OZ Management equated to 150,000,000 shares. On 11 April 2008, CAMEC announced the acquisition of an interest in platinum mining assets in Zimbabwe.[vi]
Och-Ziff Employee 3 [DOJ] or A [SEC] Michael Cohen	'headed Och-Ziff's London Office'.[DOJ, DPA, Statement of Facts, 8] 'a senior Och-Ziff employee who was the head of Och-Ziff Europe' [SEC Order, 1]	Och-Ziff's African investments are managed out of Europe.[vii] Until March 2013, the company's European operations were headed by Michael Cohen.[viii]

[i] Central African Mining & Exploration Company, *Admission document*. CAMEC was admitted to AIM in October 2002 – see: <http://www.londonstockexchange.com/en-gb/about/Newsroom/Media+Resources/Welcome+Stories/2002/09-10-2002 htm > (page no longer available); on CAMEC's DRC focus, see, for example, CAMEC, *Report and Financial Statements*, Year ended 31 March 2006, p.3.

[ii] CAMEC, 'Circular re DRC Joint Venture Acquisition and Trading Update', 7 May 2008, available at: <http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/circ-re--drc-joint-venture/20080507070129834 9T/>.

[iii] CAMEC, 'Planned Placing Extended To Raise Additional Funds For Expansion,' 28 March 2008, available at: <http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/placing-extension/20080328130005047 0R/>.

[iv] CAMEC, RNS 1627A, 'Holding(s) in Company'. 29 July 2008, available at: < http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/holding-s--in-company/200807291809131627A/>.

[v] See CAMEC, 'Exercise of options and TVR,' *RNS 8019Z*, 24 July 2008, available at: <http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/exercise-of-options-and-tvr/200807241152428019Z/>.

[vi] [vi] CAMEC, RNS 1641S, 'Acquisition of Platinum Assets,' 11 April 2008, available at: <http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/acquisition/200804111300816 41S/>.

[vii] Och Ziff Capital Management Group, *Annual Report 2012*, Financial Report, p.5: 'OZ Europe Master Fund is a multi-strategy fund that opportunistically allocates capital between the underlying investment strategies described below in Europe, Africa and the Middle East.' A due diligence questionnaire published by Merrill Lynch International as fund sponsor and promoter, describes: 'Och-Ziff Management Europe Limited - Functions: Assists OZ Management LP in the management of a portion of the assets of the OZ funds pursuant to a sub-advisory agreement, subject to the direction of, and policies established by, OZ Management LP. Primarily focuses on Europe- and Africa- related investment opportunities.' (Merrill Lynch International, Due Diligence Questionnaire for Och-Ziff Multi-strategy UCITS Fund, March 2011, Q.1.2.6, p.4).

[viii] Och Ziff Capital Management Group, *Form 8K*, Report of unscheduled material events or corporate event, 19 March 2013, available at: <http://services.corporate-ir.net/SEC/Document.Service?id=P3VybD1hSFIwY0RvdkwyRndhUzUwWlc1cmQybDZZWEprTG1OdmJTOWtiM2R1Ykc5aFpDNXdhSEEvWVdOMGFXOXVQVkJFUmlacGNHRm5aVDA0T0RBNE5ERTBKbk4xWW5OcFpEMDFOdz09JnR5cGU9MiZmbj1PY2haWZmQ2FwaXRhbE1hbmFnZW1lbnRHcm91cExMQ184S18yMDEzMDMxOS5wZGY=>.

Och-Ziff Employee 5 [DOJ] or B [SEC] Vanja Baros	'an Australian citizen' [DOJ, DPA, Statement of Facts, 10] 'an employee of Och-Ziff Management Europe Limited, the London based subsidiary of OZ Management LP, and a member of Och-Ziff''s European private investment team, which also had responsibility for investments in Africa.' [DOJ, DPA, Statement of Facts, 10]	Companies House filing on Africa Management (UK) Limited lists Vanja Baros as a former director and Australian national.[ix] Vanja Baros spent five years at Och-Ziff Capital Management in London investing in the natural resources sector.[x] Widely described as Och-Ziff London office's Africa director.[xi]
Zimbabwe Shareholder Muller Conrad (aka 'Billy') Rautenbach	'one major shareholder in the entity ("Zimbabwe Shareholder") had been expelled from the DRC'. [SEC Order, 49] Platinum mine in Zimbabwe 'seized from another mining entity and then 'resold…to a holding company affiliated with the Zimbabwe Shareholder and the Zimbabwe state owned mining company. The Zimbabwe Shareholder then transferred the holding company to the DRC-based mining company in exchange for additional shares in the mining company. [SEC Order, 51]	On 17 July 2007, Zimbabwean businessman Billy Rautenbach, a significant shareholder in CAMEC and from whom the latter had acquired DRC mining assets, was barred from the DRC by the Interior Ministry.[xii] On 11 April 2008, CAMEC announced the acquisition of an interest in platinum mining assets in Zimbabwe via its acquisition of 100% of Lefever Finance Ltd, registered in the British Virgin Islands.[xiii] Lefever owned 60% of Todal Mining (Private) Limited, a Zimbabwean company, which held the rights to the Bougai and Kironde claims south west of the city of Gweru in Zimbabwe.[xiv] The remaining 40% of Todal was held by the Zimbabwe Mining Development Corporation ('ZMDC'), wholly owned by the Government of Zimbabwe. The consideration paid for Lefever was a cash payment of US$5 million and the issue of 215,000,000 new CAMEC ordinary shares.
DRC Official 2 Katumba Mwanke DRC Official 1 President Joseph Kabila	'"DRC Official 2," …was a senior official in the DRC and close advisor to DRC Official I. Since at least 2004, DRC Official 2 was an Ambassador-at-Large for the DRC government and also a national parliamentarian.' [DOJ, DPA, Statement of Facts, 15] '[senior DRC government official's] closest aide, and former [DRC provincial] governor' [SEC Order, 46.f.;] '"key guy," a top advisor to a senior DRC government official' [SEC Order, 63] 'On or about February 12, 2012, DRC Official 2 died. On or about February 13, 2012, Och-Ziff Employee 5 sent an e-mail message to Och-Ziff Employee 3, which stated: "FYI, [DRC Official 2 is] dead, [DRC Partner's] key guy in DRC." Och-Ziff Employee 5's e-mail included the text of a Financial Times article on the official's death, which stated, among other things: "[DRC Official 2], member of parliament and a former governor of Congo's copper heartlands province, Katanga, cut a shadowy figure.' [DOJ, DPA, Statement of Facts, 61]	Financial Times article:[xv] 'Augustin Katumba Mwanke, chief adviser to Joseph Kabila, the president of the Democratic Republic of Congo, has been killed in a plane crash....Mr Mwanke, member of parliament and a former governor of Congo's copper heartlands province, Katanga, cut a shadowy figure. Diplomats associate him with Congo's entrenched corruption and a series of secret investments.'

[ix] Companies House, record of company officers, <https://beta.companieshouse.gov.uk/company/06374856/officers> (visited 02/11/2016).
[x] Loon Energy Corporation, biography of Vanja Baros, <http://www.loonenergy.com/bios/v_baros html>. An identical biography was used by Serinus Energy, although has since been removed; see, however, webpage captured on 5 September 2015, available at: <http://web.archive.org/web/20150905104442/http://investor.serinusenergy.com/en/press/Management-biographies/vanja-baros>.
[xi] See, for example, *Africa Confidential*, Vol. 53 No. 13, 22 June 2012, 'Who's who in the Guinea Loan Saga'; also Scott Patterson and Michael Rothfield, 'U.S. Investigates Hedge Fund Och-Ziff's Link to $100 Million Loan to Mugabe', *Wall Street Journal*, 5 August 2015, <http://www.wsj.com/articles/u-s-probes-och-ziff-africa-deal-tied-to-mugabe-1438817223>.
[xii] As reported in *Mining Weekly*, 'CAMEC's Rautenbach arrested in DRC, deported to Zimbabwe', 19 July 2007, available at: <http://www miningweekly.com/article/camec039s-rautenbach-arrested-in-drc-deported-to-zimbabwe-2007-07-19/rep_id:3650>.
[xiii] CAMEC, RNS 1641S, 'Acquisition of Platinum Assets', 11 April 2008, available at: <http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/acquisition/20080411113008164 1S/>.
[xiv] Ibid.
[xv] *Financial Times*, 'Kabila adviser dies in plane crash', 12 February 2012,< https://www ft.com/content/08789a94-55a4-11e1-9d95-00144feabdc0>.

	'"DRC Official 1,"…was a senior official in the DRC who had the ability to take official action and exert official influence over mining matters in the DRC.' [DOJ, DPA, Statement of Facts, 14]	
DRC Partner Dan Gertler	'"DRC Partner," an Israeli businessman…had significant interests in the diamond and mineral mining industries in the Democratic Republic of the Congo (the "DRC").' [DOJ, DPA, Statement of Facts, 12] 'infamous Israeli businessman with close ties to government officials at the highest level within the DRC ("DRC Partner"). [SEC Order, 42] Och-Ziff attorney 'noted that the DRC Partner "will be very easy to find … perhaps the impetus behind the movie 'Blood Diamonds.'" [SEC Order, 45] 'DRC Partner's business dealings in the DRC began in 2000 when he was awarded a diamond export monopoly valued at $600 million for which he allegedly paid only $20 million…It was later alleged that DRC Partner secured his monopoly "in exchange for providing military training" to government forces in the DRC.' [SEC Order, 46.d.] Lora Enterprises Limited is described as a 'DRC-Partner-controlled company' (DOJ, DPA, Statement of Facts, 58) DRC Partner was 'a significant shareholder' in 'a London stock exchange-listed mining company with operations in the DRC'. [SEC Order, 48]	In April 2001, a UN Panel stated:[xvi] 'Monopoly on diamonds granted to International Diamond Industries (IDI).— According to government sources, the objective of this monopoly was twofold: first, to have fast and fresh money that could be used for the purchase of needed arms…. Second, to have access to Israeli military equipment and intelligence given the special ties that the Director of International Diamond Industries, Dan Gertler, has with some generals in the Israeli army. The same UN Panel reported in November 2001 (UN Panel Report 13 November 2001, paragraphs 67 – 9):[xvii] 'President Kabila reached an agreement with the Israeli-owned International Diamond Industries in August 2000 for a monopoly on diamond sales. According to the terms of the agreement, IDI agreed to pay $20 million in return for a monopoly on sales valued at $600 million annually. The Panel was informed by very credible sources that this deal included unpublished clauses, in which IDI agreed to arrange, through its connections with high-ranking Israeli military officers the delivery of undisclosed quantities of arms as well as training for the Congolese armed forces.' According to a Katanga Mining news release:[xviii] 'Lora Enterprises Limited ("Lora")….ultimate owner is a trust for the benefit of family members of Dan Gertler (the "Trust").' Global Witness put questions to Dan Gertler and received a reply, including statements:[xix] 'Lora…[is] owned by Fleurette Group' and 'Who are the ultimate beneficial owners of Lora? Fleurette Properties Limited'. Fleurette has confirmed that the Fleurette Group was established 'for the benefit of the Gertler Family Trust'.[xx] CAMEC matches the 'London stock exchange-listed company'. By May 2008, Gertler had a 32.7% holding in CAMEC via the merger with Prairie.[xxi]
South African conglomerate Mvela Holdings Founded by:	Och-Ziff 'chose a prominent figure in South Africa as a potential partner for AGC…. a former government official as well as a successful businessman through his South African-based conglomerate.' [SEC Order, 34]	Och Ziff refers to how the AML 'will combine the regional infrastructure and expertise of Mvela Holdings' and 'will act as the exclusive vehicle for Mvela Holdings and OZ Management to pursue private investment opportunities within the region.'[xxii]

[xvi] UN Security Council, *Report of the Panel of Experts on the Illegal Exploitation of Natural Resources and Other Forms of Wealth of the Democratic Republic of Congo*, S/2001/357, 12 April 2001, paragraphs 150 – 2.
[xvii] UN Security Council, *Addendum to the report of the Panel of Experts on the Illegal Exploitation of Natural Resources and Other Forms of Wealth of the Democratic Republic of Congo*, S/2001/1072, 13 November 2001, paragraphs 67 – 69.
[xviii] Katanga Mining Limited, 'Katanga announces closing of US$265 million mandatorily convertible loan facility', *News Release*, 11 February 2009, <http://www.katangamining.com/media/news-releases/2009/2009-02-11.aspx>.
[xix] <https://www.globalwitness.org/documents/11511/responses%20by%20dan%20gertler%20to%20global%20witness.pdf>.
[xx] According to the company website: 'Fleurette Properties Limited, incorporated in Gibraltar and a Dutch tax resident, is the parent company of the Fleurette Group, which is ultimately owned by Line Trust Corporation Limited strictly and solely in its capacity as trustees of the Ashdale Settlement, a trust established in 2006 for the benefit of the family of Dan Gertler.' (<http://fleurettegroup.com/the-group/ownership>).
[xxi] CAMEC, 'Circular re DRC Joint Venture Acquisition and Trading Update', 7 May 2008, available at: <http://www.investegate.co.uk/central-afr--min--38-exp--cfm-/rns/circ-re--drc-joint-venture/20080507070129834 9T/>.
[xxii] Och-Ziff, *Press Release*, 'Mvelaphanda Holdings, Och-Ziff and Palladino create joint venture to focus on natural resources in Africa', 29 January 2008, <http://shareholders.ozcap.com/phoenix.zhtml?c=213764&p=irol-newsArticle&ID=1101494&highlight=> (page no longer available); alternative source: <http://www.prnewswire.co.uk/news-

Tokyo Sexwale		Mvela Holdings is incorporated in South Africa.[xxiii] Mvela Holdings is described in the Och-Ziff release as 'a private investment company founded in 1998 by Tokyo Sexwale, Mikki Xayiya and Mark Willcox. It is the controlling shareholder of JSE-listed Mvelaphanda Group Ltd and has a significant interest in JSE-listed Mvelaphanda Resources Ltd.' Tokyo Sexwale is a former government minister in South Africa.[xxiv]
South African Partner Walter Hennig Founder of: Palladino Holdings	'An individual with a close connection to the co-founders of the South African conglomerate ("South African Business Partner") became Och-Ziff's partner in AGC….South African Business Partner controlled a private operating entity domiciled outside of South Africa, and he was designated to source and acquire assets for AGC.' [SEC Order, 34]	Och Ziff refers to how the AML 'will combine the regional infrastructure and expertise of …Palladino'[xxv] Mvela Holdings is described in the Och-Ziff release as a private investment vehicle, founded in 2003 by Walter Hennig holding 'a variety of significant mining, energy and other assets in Africa.'[xxvi] A company under the name Palladino Holdings Limited is registered in the UK, and recorded as originating in the Turks & Caicos Islands.[xxvii] Other market notifications that refer to Palladino Holdings Limited as a shareholder give an address for Palladino in the Turks & Caicos Islands.[xxviii] AML company records state:[xxix] 'In the opinion of the Directors there are two ultimate controlling parties of the Company [Africa Management (UK) Limited], being Palladino Holdings Limited and Och-Ziff Capital Management Group LLC.' Palladino's Walter Hennig was appointed a director of AML UK in July 2012 and is still described as 'active' in company records.[xxx] Palladino Holdings has confirmed:[xxxi] 'AGC was a joint venture between Palladino and Och Ziff.'
CEO of AML	'Millions of dollars in Och-Ziff investor funds also went to personally enrich…the CEO of	Och-Ziff's press release refers to the UK subsidiary as capitalising on available

releases/mvelaphanda-holdings-och-ziff-and-palladino-create-joint-venture-to-focus-on-natural-resources-in-africa-155642325.html>.

[xxiii] Company number 1997/021524/07, incorporated in South Africa, 12 October 1997. See <http://www.cipro.co.za/ccc/EntDet.asp?T1=%DD%47%2C%8C%57%C0%1E%BE%13%BD%38%8A%BF%AD%22&T2=MVELAPHANDA%20HOLDINGS> (direct link no longer available; company information accessible on registration).

[xxiv] Sexwale was appointed Minister of Human Settlement in May 2009 and was dismissed in a cabinet reshuffle in July 2013. See South African Government News Agency, respectively: 'Sexwale to head human settlements ministry', 10 May 2009, available at: <http://www.sanews.gov.za/south-africa/sexwale-head-human-settlements-ministry>; 'President Zuma announces changes to cabinet, 9 July 2013, available at: <http://www.sanews.gov.za/south-africa/president-zuma-announces-changes-cabinet>.

[xxv] Och-Ziff, *Press Release*, 'Mvelaphanda Holdings, Och-Ziff and Palladino create joint venture to focus on natural resources in Africa', op cit.

[xxvi] Ibid.

[xxvii] Company No.: FC026401 (UK establishment number BR012048), registered in the UK 12 May 2005 (as given in Companies House WebCHeck, visited 20 January 2014). The address for Palladino Holdings Limited is given as Sovereign Corporate & Fiscal Services Limited, 40 Craven Street, Charing Cross, London, Turks & Caicos Islands, WC2N 5NG.

[xxviii] See, for example, Coal of Africa Limited, *RNS 2379X*, 'Holding(s) in company', 6 February 2013, <http://otp.investis.com/clients/uk/coalofafrica/rns/regulatory-story.aspx?cid=361&newsid=312889>, where the address for Palladino Holdings Limited is given as PO Box 170, Churchill Building, Front Street, Grand Turk, Turks and Caicos Islands. Africa Management Limited is a major shareholder in Coal of Africa.

[xxix] Africa Management (UK) Limited, Annual Report and Financial Statements For the Year Ended 31 December 2009, 15. Controlling Parties.

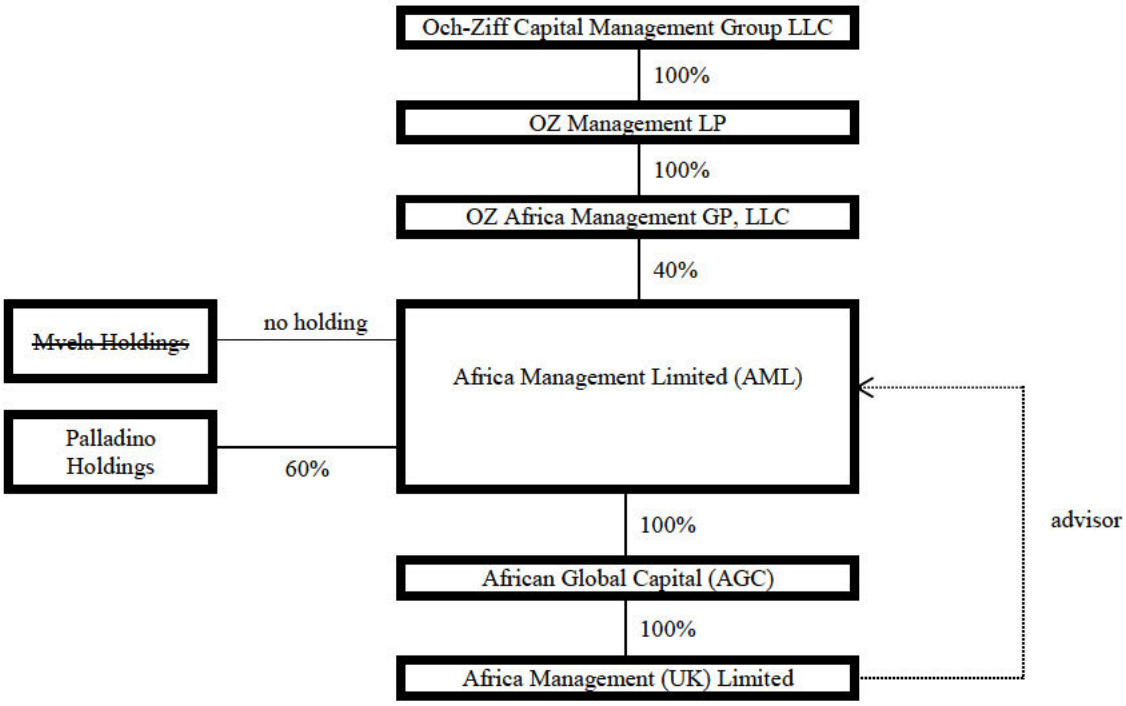
[xxx] Companies House, record of company officers, <https://beta.companieshouse.gov.uk/company/06374856/officers> (visited 02/11/2016).

[xxxi] <https://business-humanrights.org/en/response-by-palladino-holdings-re-investments-in-africa-sanctions-on-zimbabwe>.

Mark Wilcox	AML' [SEC Order, 39] 'In June 2008, Och-Ziff Employee A forwarded to Och-Ziff Employee B a text message from the CEO of AML which said that the mining company Och-Ziff had just invested in had "paid 4 arms into zim[babwe], and rented boat from china. Journo has bank transfers, aparently [sic]."' [SEC Order, 52] 'Och-Ziff Employee A and Och-Ziff Employee B, along with the CEO of AML and South African Business Partner, conceived of a related-party transaction…' [SEC Order, 80]	opportunities under its chief executive, Mark Willcox.[xxxii] According to the press release: 'Mark Willcox, Chief Executive Officer of Mvela Holdings and newly appointed Chief Executive Officer of Africa Management (UK) Limited, said: "We have a strong pipeline of transactions across a broad spectrum of industries and geographies. We are excited by the opportunities available to African Global Capital and feel our partnership with Och-Ziff and Palladino places us in a prime position to capitalise on them."' Wilcox was also a director of AML UK from 2007-2012.[xxxiii]

[xxxii] Och-Ziff, *Press Release*, 'Mvelaphanda Holdings, Och-Ziff and Palladino create joint venture to focus on natural resources in Africa', op. cit.
[xxxiii] Companies House, record of company officers, <https://beta.companieshouse.gov.uk/company/06374856/officers> (visited 02/11/2016).

Annex 2



Simplified ownership of Africa Management Limited

WMP/JPL/LRT:JPM/JPL/DP
F. #2012R01716

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------X

UNITED STATES OF AMERICA

- against -

OZ AFRICA MANAGEMENT GP, LLC,

Defendant.

----------X

PLEA AGREEMENT

Cr. No. 16-515 (NGG)

The United States of America, by and through the Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Eastern District of New York (collectively, the "Offices"), and OZ Africa Management GP, LLC (the "Defendant"), by and through its undersigned attorneys, and through its authorized representative, pursuant to authority granted by the Board of Directors of Och-Ziff Holding Corporation, as general partner of OZ Management LP, the Defendant's managing member ("Board of Directors") hereby submit and enter into this plea agreement (the "Agreement"), pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. The terms and conditions of this Agreement are as follows:

THE DEFENDANT'S AGREEMENT

1. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Defendant agrees to knowingly waive indictment and its right to challenge venue in the United States District Court for the Eastern District of New York, and to plead guilty to a one-count criminal Information charging the Defendant with conspiracy to commit offenses against the United States in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections

78dd-1 and 78dd-2 (the "Information"). The Defendant further agrees to persist in that plea through sentencing and, as set forth below, to cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and other conduct related to corrupt payments, false books, records, and accounts, the failure to implement adequate internal accounting controls, investment adviser fraud, wire fraud, obstruction of justice, and money laundering, subject to applicable law and regulations, until the later of the date upon which all investigations, prosecutions and proceedings, including those involving Och-Ziff Capital Management Group LLC ("Och-Ziff"), the Defendant's ultimate parent company, arising out of such conduct are concluded (the "Term").

2. The Defendant understands that, to be guilty of this offense, the following essential elements of the offense must be satisfied:

a. An unlawful agreement between two or more individuals to violate the FCPA existed; specifically, as an agent of an issuer or as a domestic concern, to make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value, to a foreign official, and to a person, while knowing that all or a portion of such money and thing of value would be and had been offered, given, and promised to a foreign official, for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing an improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions of such government and agencies and instrumentalities, in order to assist the

Defendant and its co-conspirators in obtaining and retaining business for and with, and directing business to, any person;

b. The Defendant knowingly and willfully joined that conspiracy;

c. One of the members of the conspiracy knowingly committed or caused to be committed, in the Eastern District of New York or elsewhere in the United States, at least one of the overt acts charged in the Information; and

d. The overt acts were committed to further some objective of the conspiracy.

3. The Defendant understands and agrees that this Agreement is between the Offices and the Defendant and does not bind any other division or section of the Department of Justice or any other federal, state, or local prosecuting, administrative, or regulatory authority. Nevertheless, the Offices will bring this Agreement and the nature and quality of the conduct, cooperation and remediation of the Defendant, its direct or indirect affiliates, subsidiaries, and joint ventures, to the attention of other prosecuting authorities or other agencies, as well as debarment authorities and Multilateral Development Banks ("MDBs"), if requested by the Defendant.

4. The Defendant agrees that this Agreement will be executed by an authorized corporate representative. The Defendant further agrees that a resolution duly adopted by the Board of Directors, in the form attached to this Agreement as Exhibit 1 ("Certificate of Corporate Resolutions"), authorizes the Defendant to enter into this Agreement and take all necessary steps to effectuate this Agreement, and that the signatures on this Agreement by the Defendant and its counsel are authorized by the Board of Directors, on behalf of the Defendant.

5. The Defendant agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement.

6. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case and the Defendant. Among the factors considered were the following: (a) Och-Ziff and the Defendant did not voluntarily self-disclose to the Offices the misconduct that forms the basis for this Agreement; (b) Och-Ziff's cooperation with the Offices' investigation, which included Och-Ziff's Audit Committee's very thorough and comprehensive internal investigation through counsel which included regular reports to the Offices, Och-Ziff's counsel's collection and production of voluminous evidence located in foreign countries, and efforts to make current and former employees available for interviews, and also issues that resulted in a delay to the early stages of the government's investigation, including Och-Ziff's failures to produce important, responsive documents on a timely basis, and in some instances producing documents only after the Offices flagged for Och-Ziff that the documents existed and should be produced, and providing documents to other defense counsel prior to their production to the government; (c) Och-Ziff engaged in significant remediation to improve is compliance program and internal controls; (d) the seriousness of the offense misconduct including the high dollar amount of bribes to foreign officials, conduct in multiple, high-risk jurisdictions, and the fact that the bribery occurred at a high level within Och-Ziff; (e) neither Och-Ziff nor the Defendant has a prior criminal history; and (f) Och-Ziff and the Defendant have agreed to continue to cooperate with the Offices.

7. The Defendant agrees to abide by all terms and obligations of this Agreement as described herein, including, but not limited to, the following:

a. to plead guilty as set forth in this Agreement;

b. to abide by all sentencing stipulations contained in this Agreement;

c. to appear, through its duly appointed representatives, as ordered for all court appearances, and obey any other ongoing court order in this matter, consistent with all applicable U.S. and foreign laws, procedures, and regulations;

d. to commit no further crimes;

e. to be truthful at all times with the Court;

f. to pay the applicable fine and special assessment; and

g. to continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including but not be limited to the minimum elements set forth in the Corporate Compliance Program attached to this Agreement as Exhibit 2 (the "Corporate Compliance Program").

8. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the Defendant agrees that in the event that, during the Term of Defendant's obligations under this Agreement, the Defendant sells, merges, or transfers all or substantially all of its business operations, or the business operations of its subsidiaries involved in the conduct described in the Information and the Statement of Facts, attached to this Agreement as Exhibit 3 (hereinafter "Statement of Facts"), as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for such sale, merger, transfer, or other change in corporate form provisions binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement.

9. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, if, during the Term of the Defendant's obligations under this Agreement, the Defendant undertakes any change in corporate form that involves business operations that are

material to the Defendant's consolidated operations, or to the operations of its subsidiaries involved in the conduct described in the Information and the Statement of Facts, as they exist as of the date of this Agreement, whether such transaction is structured as a sale, asset sale, merger, transfer, or other change in corporate form, the Defendant shall provide notice to the Offices at least thirty days prior to undertaking any such change in corporate form. If such transaction (or series of transactions) has the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Offices, it shall be deemed a breach of this Agreement.

10. During the Term, the Defendant shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement, the Information and the Statement of Facts, and any individual or entity referred to therein, as well as other conduct related to corrupt payments, false books, records, and accounts, the failure to implement adequate internal accounting controls, investment adviser fraud, wire fraud, obstruction of justice, and money laundering, subject to applicable law and regulations. At the request of the Offices, the Defendant shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Defendant, Och-Ziff or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct as defined above. The Defendant agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Defendant shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of Och-Ziff and its affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal

or external investigations, about which the Defendant has any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Defendant to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Defendant.

b. Upon request of the Offices, the Defendant shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph 9(a) above on behalf of the Defendant. It is further understood that the Defendant must at all times provide complete, truthful, and accurate information.

c. The Defendant shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Defendant. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Defendant, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Defendant consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

11. During the Term, should the Defendant learn of credible evidence or allegations of a violation of U.S. federal law, the Defendant shall promptly report such evidence or allegations to the Offices.

12. The Defendant agrees that any fine or restitution imposed by the Court will be due and payable within ten (10) business days of sentencing, and the Defendant will not attempt to avoid or delay payment. The Defendant further agrees to pay, directly or by an affiliate, to the Clerk of the Court for the United States District Court for the Eastern District of New York the mandatory special assessment of $400 per count within ten (10) business days from the date of sentencing.

THE UNITED STATES' AGREEMENT

13. In exchange for the guilty plea of the Defendant and the complete fulfillment of all of its obligations under this Agreement, the Offices agree that they will not file additional criminal charges against the Defendant or any of its direct or indirect affiliates, subsidiaries, or joint ventures relating to: (a) any of the conduct described in the Information or the Statement of Facts; or (b) information made known to the Offices prior to the date of this Agreement, except for the charges specified in the Deferred Prosecution Agreement between the Offices and Och-Ziff filed simultaneously herewith (hereinafter, the "DPA"). This Paragraph does not provide any protection against prosecution for any crimes, including corrupt payments or related false books and records and failure to implement adequate internal accounting controls, made in the future by the Defendant or by any of its officers, directors, employees, agents or consultants, whether or not disclosed by the Defendant pursuant to the terms of this Agreement. This Agreement does not close or preclude the investigation or prosecution of any individuals, regardless of their affiliation with the Defendant. The Defendant agrees that nothing in this Agreement is intended to release the Defendant from any and all of the Defendant's excise and income tax liabilities and reporting obligations for any and all income not properly reported and/or legally or illegally obtained or derived.

FACTUAL BASIS

14. The Defendant is pleading guilty because it is guilty of the charges contained in the Information. The Defendant admits, agrees, and stipulates that the factual allegations set forth in the Information and the Statement of Facts are true and correct, that it is responsible for the acts of its officers, directors, employees, and agents described in the Information and the Statement of Facts, and that the Information and the Statement of Facts accurately reflect the Defendant's criminal conduct.

THE DEFENDANT'S WAIVER OF RIGHTS, INCLUDING THE RIGHT TO APPEAL

15. Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 limit the admissibility of statements made in the course of plea proceedings or plea discussions in both civil and criminal proceedings, if the guilty plea is later withdrawn. The Defendant expressly warrants that it has discussed these rules with its counsel and understands them. Solely to the extent set forth below, the Defendant voluntarily waives and gives up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Specifically, the Defendant understands and agrees that any statements that it makes in the course of its guilty plea or in connection with the Agreement are admissible against it for any purpose in any U.S. federal criminal proceeding if, even though the Offices have fulfilled all of its obligations under this Agreement and the Court has imposed the agreed-upon sentence, the Defendant nevertheless withdraws its guilty plea.

16. The Defendant is satisfied that the Defendant's attorneys have rendered effective assistance. The Defendant understands that by entering into this Agreement, the Defendant surrenders certain rights as provided in this Agreement. The Defendant understands that the rights of criminal defendants include the following:

a. the right to plead not guilty and to persist in that plea;

b. the right to a jury trial;

c. the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings;

d. the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses; and

e. pursuant to Title 18, United States Code, Section 3742, the right to appeal the sentence imposed.

Nonetheless, the Defendant knowingly waives the right to appeal or collaterally attack the conviction and any sentence within the statutory maximum described below (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742, or on any ground whatsoever except those specifically excluded in this Paragraph, in exchange for the concessions made by the Offices in this Agreement. This Agreement does not affect the rights or obligations of the Offices as set forth in Title 18, United States Code, Section 3742(b). The Defendant also knowingly waives the right to bring any collateral challenge challenging either the conviction, or the sentence imposed in this case. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a. The Defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution related to the conduct described in the Information and the Statement of Facts, including any prosecution that is not time-barred on the date that this Agreement is signed in the event that: (a) the conviction is later vacated for any

reason; (b) the Defendant violates this Agreement; or (c) the plea is later withdrawn, provided such prosecution is brought within one year of any such vacation of conviction, violation of the Agreement, or withdrawal of plea plus the remaining time period of the statute of limitations as of the date that this Agreement is signed. The Offices are free to take any position on appeal or any other post-judgment matter. The parties agree that any challenge to the Defendant's sentence that is not foreclosed by this Paragraph will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the Defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

PENALTY

17. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is: a fine of $500,000 or twice the gross pecuniary gain or gross pecuniary loss resulting from the offense, whichever is greatest, Title 15, United States Code, Section 78ff(a) and Title 18, United States Code, Section 3571(c), (d); five years' probation, Title 18, United States Code, Section 3561(c)(1); and a mandatory special assessment of $400 per count, Title 18, United States Code, Section 3013(a)(2)(B). In this case, the parties agree that the gross pecuniary gain resulting from the offense is $91,181,182. Therefore, pursuant to 18 U.S.C. § 3571(d), the maximum fine that may be imposed is $182,362,364 per offense.

SENTENCING RECOMMENDATION

18. The parties agree that pursuant to *United States v. Booker*, 543 U.S. 220 (2005), the Court must determine an advisory sentencing guideline range pursuant to the United States Sentencing Guidelines. The Court will then determine a reasonable sentence within the statutory range after considering the advisory sentencing guideline range and the factors listed in Title 18,

United States Code, Section 3553(a). The parties' agreement herein to any guideline sentencing factors constitutes proof of those factors sufficient to satisfy the applicable burden of proof. The Defendant also understands that if the Court accepts this Agreement, the Court is bound by the sentencing provisions in Paragraph 17.

19. The Offices and the Defendant agree that a faithful application of the United States Sentencing Guidelines (U.S.S.G.) to determine the applicable fine range yields the following analysis:

a. The 2015 USSG are applicable to this matter.

b. Offense Level—Bribery Conduct (Highest Offense Level). Based upon USSG § 2C1.1, the total offense level is 42, calculated as follows:

(a)(2)	Base Offense Level	12
(b)(1)	Multiple Bribes	+2
(b)(2)	Value of benefit received more than $65,000,000	+24
(b)(3)	High Level Official Involved	+4
Total Offense Level		42

c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is $91,181,182.

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 4, calculated as follows:

(a)	Base Culpability Score	5
(b)(3)	the organization had 10 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+1
(g)(2)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 2
TOTAL		4

Calculation of Fine Range:

Base Fine	$91,181,182
Multipliers	0.8 (min)/ 1.6 (max)
Fine Range	$72,944,946 to $145,889,891 (statutory maximum)

20. Pursuant to the DPA, Och-Ziff, directly or through an affiliate, has agreed to pay a penalty of $213,055,689 relating to the same underlying conduct described herein and certain additional conduct. Thus, pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the Offices and the Defendant agree that the following represents the appropriate disposition of the case:

a. Disposition. Pursuant to Fed. R. Crim, P. 11(c)(l)(C), the Offices and the Defendant agree that the appropriate disposition of this case is as set forth above, and agree to recommend jointly that the Court not impose a criminal fine on the Defendant, conditioned upon a monetary penalty in the amount of $213,055,689 paid by Och-Ziff and its affiliates under the terms specified in the DPA.

b. Mandatory Special Assessment. The Defendant or one of its affiliates shall pay to the Clerk of the Court for the United States District Court for the Eastern District of New York within ten (10) days of the time of sentencing the mandatory special assessment of $400 per count.

21. This Agreement is presented to the Court pursuant to Fed. R. Crim. P. 11(c)(1)(C). The Defendant understands that, if the Court rejects this Agreement, the Court must: (a) inform the parties that the Court rejects the Agreement; (b) advise the Defendant's counsel that the Court is not required to follow the Agreement and afford the Defendant the opportunity to withdraw its plea; and (c) advise the Defendant that if the plea is not withdrawn,

the Court may dispose of the case less favorably toward the Defendant than the Agreement contemplated. The Defendant further understands that if the Court refuses to accept any provision of this Agreement, neither party shall be bound by the provisions of the Agreement.

22. The Defendant and Offices waive the preparation of a Pre-Sentence Investigation Report. The Defendant understands that the decision whether to proceed with the sentencing proceeding without a Pre-Sentence Investigation Report is exclusively that of the Court. In the event the Court directs the preparation of a Pre-Sentence Investigation Report, the Offices will fully inform the preparer of the Pre-Sentence Investigation Report and the Court of the facts and law related to the Defendant's case. At the time of the plea hearing, the parties will suggest mutually agreeable and convenient dates for the sentencing hearing with adequate time for (a) any objections to the Pre-Sentence Report, and (b) consideration by the Court of the Pre-Sentence Report and the parties' sentencing submissions. The Offices will not object to and will consent to a request by the Defendant for an initial six-month adjournment of sentencing to allow time for Och-Ziff to pursue an application with the United States Department of Labor ("DOL") for a regulatory rule exemption to allow Och-Ziff to continue to act as a Qualified Professional Asset Manager under ERISA Prohibited Transaction Class Exemption 84-14. The Offices further agree that if the DOL has not ruled on Och-Ziff's application within the initial six-month adjournment, the Offices will not oppose further six-month adjournment requests by the Defendant, if the Offices, in their sole discretion, determine that Och-Ziff has diligently pursued its application with the DOL. The Defendant agrees that it may not withdraw its plea or be released from any other conditions of this plea agreement if the DOL denies the exemption or takes any action adverse to Och-Ziff or its affiliates, including the Defendant, or on account of any sentencing schedule set by the Court.

BREACH OF AGREEMENT

23. If the Defendant (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in Paragraphs 10 and 11 of this Agreement; (d) fails to implement a compliance program as set forth in Paragraph 7 of this Agreement and the Corporate Compliance Program; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails specifically to perform or to fulfill completely each of the Defendant's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the term of the Agreement, the Defendant shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Office in the U.S. District Court for the Eastern District of New York or any other appropriate venue. Determination of whether the Defendant has breached the Agreement and whether to pursue prosecution of the Defendant shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Defendant. Any such prosecution relating to the conduct described in the Information and the Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Defendant, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the term of the Agreement plus one year. Thus, by signing this Agreement, the Defendant agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the term of the Agreement plus one year. The Defendant gives up all defenses based on the

statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such prosecution or action, except to the extent that such defenses existed as of the date of the signing of this Agreement. In addition, the Defendant agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

24. In the event the Offices determine that the Defendant has breached this Agreement, the Offices agree to provide the Defendant with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Defendant shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of such breach, as well as the actions the Defendant has taken to address and remediate the situation, which explanation the Offices shall consider in determining whether to pursue prosecution of the Defendant.

25. In the event that the Offices determine that the Defendant has breached this Agreement: (a) all statements made by or on behalf of the Defendant to the Offices or to the Court, including the Information and the Statement of Facts, and any testimony given by the Defendant before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Defendant; and (b) the Defendant shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Defendant prior or subsequent to this Agreement, or any leads derived therefrom,

should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Defendant, will be imputed to the Defendant for the purpose of determining whether the Defendant has violated any provision of this Agreement shall be in the sole discretion of the Offices.

26. The Defendant acknowledges that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Defendant breaches this Agreement and this matter proceeds to judgment. The Defendant further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

PUBLIC STATEMENTS BY THE DEFENDANT

27. The Defendant expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Defendant make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Defendant set forth above or the facts described in the Information and the Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Defendant described below, constitute a breach of this Agreement, and the Defendant thereafter shall be subject to prosecution as set forth in Paragraphs 23 to 26 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Information or the Statement of Facts will be imputed to the Defendant for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part a statement contained in the Information or the Statement of Facts, the Offices shall so notify the Defendant, and the Defendant may avoid a breach of this Agreement by publicly

repudiating such statement(s) within five (5) business days after notification. The Defendant shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Information and the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Information or the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Defendant in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Defendant.

28. The Defendant agrees that if it or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Defendant shall first consult the Offices to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Defendant; and (b) whether the Offices have any objection to the release or statement.

COMPLETE AGREEMENT

29. This document states the full extent of the Agreement between the parties. There are no other promises or agreements, express or implied. Any modification of this Agreement shall be valid only if set forth in writing in a supplemental or revised plea agreement signed by all parties.

AGREED:

FOR OZ AFRICA MANAGEMENT GP, LLC:

Joel M. Frank
OZ Africa Management GP, LLC

Mark K. Schonfeld, Esq.
Joel M. Cohen, Esq.
Lee G. Dunst, Esq.
F. Joseph Warin, Esq.
Gibson Dunn & Crutcher LLP
Counsel to OZ Africa Management GP, LLC

Date: 9/29/16

FOR THE U.S. DEPARTMENT OF JUSTICE:

ROBERT CAPERS
United States Attorney
Eastern District of New York

SANDRA MOSER
Principal Deputy Chief
Criminal Division, Fraud Section
U.S. Department of Justice

James P. Loonam
Jonathan P. Lax
David Pitluck
Assistant U.S. Attorneys

Leo R. Tsao, Assistant Chief
James P. McDonald, Trial Attorney

Date: 9/29/16

EXHIBIT 1

CERTIFICATE OF CORPORATE RESOLUTIONS

A copy of the executed Certificate of Corporate Resolutions is annexed hereto as "Exhibit 1."

NOW, THEREFORE, BE IT RESOLVED, that the Corporation, as the general partner of OZM, the managing member of OZ Africa: (a) acknowledges the filing of the one-count Information charging OZ Africa with violations of 18 U.S.C. § 371 and 15 U.S.C. § 78dd-1 and § 78dd-2 (the "OZ Africa Information"); and (b) agrees that OZ Africa shall knowingly waive indictment on such charge and approves OZ Africa's entry into the Plea Agreement with the Offices as substantially set forth in Annex A hereto with such changes as any Authorized Person of OZ Africa may determine to authorize on behalf of OZ Africa; and further

RESOLVED, that the Corporation, as the general partner of OZM, the managing member of OZ Africa, accepts the terms and conditions to apply to OZ Africa under the Plea Agreement, including, but not limited to: (a) a knowing waiver by OZ Africa for purposes of the Plea Agreement and any charges by the United States arising out of the conduct described in Exhibit 3 to the Plea Agreement of any objection with respect to venue in the United States District Court for the Eastern District of New York; and (b) a knowing waiver of any defenses based on the statute of limitations and venue for any prosecution relating to the conduct described in the OZ Africa Information and the Statement of Facts in Exhibit 3 to the Plea Agreement; and further

RESOLVED, that the Corporation, as the general partner of OZM, the managing member of OZ Africa, be and hereby is directed to execute the Plea Agreement on the terms set forth in, and substantially in the form of, Annex A hereto, with such changes as any Authorized Person may determine to authorize on behalf of OZ Africa, such determination to be conclusively evidenced by the execution of the Plea Agreement by an Authorized Person, and to authorize the Authorized Persons to act on behalf of OZ Africa in all matters relating to the Plea Agreement, including to waive indictment on behalf of OZ Africa, appear on behalf of OZ Africa in any proceedings relating to the Plea Agreement and the matters to which the Plea Agreement relates and take all other acts on behalf of OZ Africa as are specified in these resolutions or ancillary or related in any way to the foregoing.

AUTHORIZING RESOLUTIONS; RATIFICATION

NOW, THEREFORE BE IT RESOLVED, that any specific resolutions that may be required to have been adopted by the Board in connection with the actions contemplated by the foregoing resolutions be, and they hereby are, adopted, and each of the Authorized Persons, be, and each of them individually hereby is, authorized in the name and on behalf of the Corporation to certify as to the adoption of any and all such resolutions; and further

RESOLVED, that the Authorized Persons be, and each of them individually hereby is, authorized and directed in the name and on behalf of the Corporation to execute and deliver any instrument, document or agreement or to take or cause to be taken any other action or actions, including the payment of any and all expenses and fees, that such Authorized Person may deem necessary, appropriate or desirable to carry out the intent and purposes of the foregoing resolutions, such approval to be conclusively evidenced by the taking of any such action or the execution and delivery of any such instrument by an Authorized Person; and further

RESOLVED, that any actions heretofore taken by any Authorized Person in connection with or otherwise in contemplation of the actions contemplated by any of the foregoing resolutions be, and they hereby are, adopted, approved, confirmed and ratified.

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board, has caused this Unanimous Written Consent to be executed and adopted effective as of the date set forth above.

Daniel S. Och
Director

CERTIFICATE OF COUNSEL

I am counsel for OZ Africa Management GP, LLC (the "Defendant") in the matter covered by the plea agreement between the Defendant and the United States of America, by and through the Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Eastern District of New York (the "Agreement"). In connection with such representation, I have examined relevant documents and have discussed the terms of the Agreement with the Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Defendant has been duly authorized to enter into the Agreement on behalf of the Defendant and that the Agreement has been duly and validly authorized, executed, and delivered on behalf of the Defendant and is a valid and binding obligation of the Defendant. Further, I have carefully reviewed the terms of the Agreement with the Board of Directors and the officers of the Defendant. I have fully advised them of the rights of the Defendant, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into the Agreement. To my knowledge, the decision of the Defendant to enter into the Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 9/29/16

By: _____

Mark K. Schonfeld, Esq.
Joel M. Cohen, Esq.
Lee G. Dunst, Esq.
F. Joseph Warin, Esq.
Gibson Dunn & Crutcher LLP
Counsel for OZ Africa Management GP, LLC

EXHIBIT 2

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, defendant OZ Africa Management GP, LLC (the "Defendant") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Defendant agrees to adopt new or to modify existing internal controls, compliance code, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that the Defendant makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that includes policies and procedures designed to detect and deter violations of the FCPA, foreign law counterparts, and other applicable anti-corruption laws (collectively, the "anti-corruption laws"). At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Defendant's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Defendant will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

Policies and Procedures

2. The Defendant will develop and promulgate a clearly articulated and visible corporate policy against violations of the anti-corruption laws, which policy shall be memorialized in a written compliance code.

3. The Defendant will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Defendant's compliance code, and the Defendant will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Defendant. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Defendant in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). The Defendant shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the Defendant. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Defendant will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Defendant will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Defendant, in particular the foreign bribery risks facing the Defendant, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Defendant's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Defendant shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued

effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. The Defendant will assign responsibility to one or more senior corporate executives of the Defendant for the implementation and oversight of the Defendant's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. The Defendant will implement mechanisms designed to ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Defendant, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. The Defendant will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Defendant's anti-corruption

compliance code, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Defendant operates.

Internal Reporting and Investigation

10. The Defendant will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Defendant's anti-corruption compliance code, policies, and procedures.

11. The Defendant will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Defendant's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

12. The Defendant will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Defendant will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Defendant's anti-corruption compliance code, policies, and procedures by the Defendant's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Defendant shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to

prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. The Defendant will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Defendant's commitment to abiding by anti-corruption laws, and of the Defendant's anti-corruption compliance code, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Defendant will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Defendant's compliance code, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Defendant will develop and implement policies and procedures for mergers and acquisitions requiring that the Defendant conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Defendant will ensure that the Defendant's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Defendant and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Defendant's compliance code, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. The Defendant will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Defendant's anti-corruption code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

EXHIBIT 3

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Plea Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Eastern District of New York (collectively, the "Offices") and the defendant OZ AFRICA MANAGEMENT GP, LLC (the "Defendant" or "OZ AFRICA"). OZ AFRICA hereby agrees and stipulates that the following information is true and accurate. Certain of the facts herein are based on information obtained from third parties by the Offices through their investigation and described to OZ AFRICA. OZ AFRICA admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Had this matter proceeded to trial, OZ AFRICA acknowledges that the Offices would have proven beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the Criminal Information:

I. The Foreign Corrupt Practices Act

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, et seq. ("FCPA"), was enacted by Congress for the purpose of, among other things, making it unlawful to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person.

II. The Defendant and Relevant Entities and Individuals

2. Och-Ziff Capital Management Group LLC ("Och-Ziff"), which has been charged separately, was a Delaware limited liability company and one of the largest alternative

asset and hedge fund managers in the world. Och-Ziff had its headquarters in New York, New York and was listed on the New York Stock Exchange on November 14, 2007. Since that time, Och-Ziff has had a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act") and has been required to file annual reports with the United States Securities and Exchange Commission ("SEC") under Section 15(d) of the Exchange Act, Title 15, United States Code, Section 78o(d). Accordingly, since November 14, 2007, Och-Ziff has been an "issuer" as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1(a) and 78m(b). Prior to its initial public offering on November 14, 2007, Och-Ziff was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

3. Och-Ziff controlled numerous consolidated subsidiaries through which Och-Ziff operated and provided investment advisory and management services for individual hedge funds and alternative investment vehicles (the "Och-Ziff Hedge Funds") in return for management fees and incentive income. During the relevant time period, Och-Ziff had approximately $30 billion in assets under management and had offices located in New York, London and Hong Kong.

4. OZ Management LP was a Delaware limited partnership and subsidiary of Och-Ziff through which Och-Ziff registered as an investment adviser. Thus, OZ Management LP was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. The defendant, OZ AFRICA MANAGEMENT GP, LLC (the "defendant" or "OZ AFRICA") was a Delaware limited liability company and wholly-owned subsidiary of

OZ Management LP. OZ AFRICA held Och-Ziff's interests for its joint venture in Africa. OZ AFRICA was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

6. Africa Management Limited ("AML") was a joint-venture company started by Och-Ziff, the defendant OZ AFRICA, and affiliated and subsidiary entities with various South African business partners in 2007. AML established multiple investment funds under the "African Global Capital" ("AGC") name which invested in companies with African mining and mineral assets and rights. The joint-venture partner and Och-Ziff owned 60 percent and 40 percent of the interest in AML, respectively. Och-Ziff's approval was required for all investments by AGC funds, and AML and AGC relied upon Och-Ziff's legal and compliance functions to perform due diligence, provide legal advice and document transactions.

7. "Och-Ziff Employee 1," a U.S. citizen whose identity is known to the United States and the defendant OZ AFRICA, was a high-ranking officer of Och-Ziff. Och-Ziff Employee 1 was based in Och-Ziff's New York office. Och-Ziff Employee 1 was an officer of OZ AFRICA. Och-Ziff Employee 1 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "officer" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

8. "Och-Ziff Employee 2," a U.S. citizen whose identity is known to the United States and the defendant OZ AFRICA, was a high-ranking officer of Och-Ziff. Och-Ziff Employee 2 was based in Och-Ziff's New York office. Och-Ziff Employee 2 was an officer of OZ AFRICA and executed various documents on its behalf. Och-Ziff Employee 2 was a

"domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "officer" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

9. "Och-Ziff Employee 3," a U.S. citizen whose identity is known to the United States and the defendant OZ AFRICA, was a senior executive of Och-Ziff and a member of Och-Ziff's partner management committee who headed Och-Ziff's London office. Och-Ziff Employee 3 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

10. "Och-Ziff Employee 4," a U.S. citizen whose identity is known to the United States and the defendant OZ AFRICA, was a senior member of Och-Ziff's investor relations department. Och-Ziff Employee 4 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

11. "Och-Ziff Employee 5," an Australian citizen whose identity is known to the United States and the defendant OZ AFRICA, was an employee of Och-Ziff Management Europe Limited, the London-based subsidiary of OZ Management LP and a member of Och-Ziff's European private investment team, which also had responsibility for investments in Africa. Och-Ziff Employee 5 was responsible for overseeing certain Och-Ziff investments involving mineral extraction, oil and other natural resources in Africa, and thus was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

12. "Och-Ziff Employee 6," a U.S. citizen whose identity is known to the United States and the defendant OZ AFRICA, was a member of Och-Ziff's legal department and worked in multiple Och-Ziff offices. Och-Ziff Employee 6 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

13. "DRC Partner," an Israeli businessman whose identity is known to the United States and the defendant OZ AFRICA, had significant interests in the diamond and mineral mining industries in the Democratic Republic of the Congo (the "DRC"). Och-Ziff, through the defendant OZ AFRICA, AGC, and various subsidiary companies, and DRC Partner were investment partners for mining and mineral opportunities in the DRC. For these purposes, DRC Partner was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

III. Democratic Republic of the Congo and Officials

14. "DRC Official 1," an individual whose identity is known to the United States and the defendant OZ AFRICA, was a senior official in the DRC who had the ability to take official action and exert official influence over mining matters in the DRC. DRC Official 1 was a "foreign official" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1) and 78dd-2(h)(2).

15. "DRC Official 2," an individual whose identity is known to the United States and the defendant OZ AFRICA, was a senior official in the DRC and close advisor to DRC Official 1. Since at least 2004, DRC Official 2 was an Ambassador-at-Large for the DRC government and also a national parliamentarian. DRC Official 2 had the ability to take official

action and exert official influence over mining matters in the DRC, and was a "foreign official" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1) and 78dd-2(h)(2).

IV. The DRC Corruption Scheme

A. Overview of the Scheme

16. In or about and between 2005 and 2015, DRC Partner, together with others, paid more than one-hundred million U.S. dollars in bribes to DRC officials to obtain special access to and preferential prices for opportunities in the government-controlled mining sector in the DRC. Beginning in December 2007, Och-Ziff, through Och-Ziff Employee 3 and Och-Ziff Employee 5, had discussions with DRC Partner about forming a joint venture between Och-Ziff and DRC Partner, through DRC Partner's companies, for the purpose of acquiring and consolidating valuable mining assets in the DRC into one large publicly traded mining company. The underlying premise of the proposed joint venture was that DRC Partner had special access to attractive investment opportunities in the DRC through his relationships with officials at the highest levels of the DRC government. In return for access to these attractive investment opportunities, Och-Ziff would finance DRC Partner's operations in the DRC. Och-Ziff Employee 3 and Och-Ziff Employee 5 understood that Och-Ziff's funds would be used, in part, to pay substantial sums of money to DRC officials to secure access to these opportunities in the DRC mining sector. Although the parties did not enter into a written partnership agreement, as a result of agreeing to the corrupt arrangement, Och-Ziff Employee 3 and Och-Ziff Employee 5 secured long-term deal flow for Och-Ziff and AGC in the DRC mining sector.

B. Och-Ziff's Agreements with DRC Partner

17. In or about and between December 2007 and March 2008, Och-Ziff, through Och-Ziff Employee 3 and Och-Ziff Employee 5, began discussions with DRC Partner and others about forming a joint venture for the purpose of acquiring and consolidating valuable mining assets in the DRC into one large mining company. At that time, DRC Partner communicated to Och-Ziff Employee 3 and Och-Ziff Employee 5 that DRC Partner would have to pay substantial sums of money to DRC officials, including DRC Official 1, and "local partners" to secure access to the attractive investment opportunities in the DRC mining sector. DRC Partner communicated to Och-Ziff Employee 3 and Och-Ziff Employee 5 that, as part of the joint venture, DRC Partner expected Och-Ziff to help fund these corrupt payments, which would be above and beyond the acquisition and operational costs of the specific assets and transactions. Neither Och-Ziff Employee 3 nor Och-Ziff Employee 5 shared this information with anyone within Och-Ziff's legal or compliance departments.

18. Och-Ziff Employee 3 started the internal process within Och-Ziff to enter into business with DRC Partner. Consistent with Och-Ziff's anti-corruption policy as it related to prospective business partners, on or about February 14, 2008, Och-Ziff Employee 6 sent an e-mail to a due diligence firm requesting a background report on DRC Partner. In that e-mail, Och-Ziff Employee 6 noted that information about DRC Partner "will be very easy to find . . . perhaps the impetus behind the movie 'Blood Diamonds.'"

19. On or about February 21, 2008, Och-Ziff Employee 6 received an e-mail that attached the initial findings of the due diligence firm, which stated, among other things:

> [DRC Partner] has been willing to use his significant political influence with [DRC Official 1]. . . and his clique to facilitate acquisitions, settle disputes and frustrate competitors. . . . [DRC Partner] was rumoured to have used his influence with [DRC Official 2], [DRC Official 1's] closest aide, and former Katanga governor in order to settle [a commercial] dispute in his favor. . . . Several compliance Watch Lists identify [DRC Partner] as a political [sic] exposed individual as a result of his close ties to the DRC government. He is known to enjoy an extremely close relationship with [DRC Official 1]. . . . He is happy to use his political influence against those with whom he is in dispute. . . . Whether through good PR and legal advice or indeed innocence, no allegations against him have yet been proved. That said, he has been named in a UN report [and] keeps what can only be described as unsavory business associates.

20. Based upon the report, and other publicly available information, various Och-Ziff senior employees had concerns about proceeding with any transaction with DRC Partner. For example, Och-Ziff Employee 6 did not believe Och-Ziff should do business with DRC Partner and expressed to Och-Ziff Employee 3 strong concerns about doing business with DRC Partner. Separately, Och-Ziff Employee 2 had come to believe that it was likely that DRC Partner was able to operate and acquire assets in the DRC because he paid bribes to officials. In or about late February 2008, several members of Och-Ziff senior management advised Och-Ziff Employee 1 that although there was no strict legal or regulatory prohibition on doing business with DRC Partner, such as DRC Partner having being designated by the Office of Foreign Assets Control on a prohibited persons list, they recommended not undertaking transactions with him. Thereafter, Och-Ziff proceeded to conduct several business transactions with DRC Partner in the DRC.

21. Och-Ziff Employee 6 also forwarded the due diligence report on DRC Partner to an outside attorney representing Och-Ziff on anti-corruption issues. The outside attorney advised that providing a convertible loan to DRC Partner would be high-risk, but that

there would be "no [anti-money laundering] or anti-corruption issue" as long as DRC Partner "has no discretion with regard to how to spend the proceeds of the loan." As described below, the subsequent agreements provided DRC Partner with a significant amount of discretion over the use of the loan proceeds.

22. In or about and between March 2008 and February 2011, Och-Ziff entered into several DRC-related transactions with DRC Partner: (1) an April 2008 purchase of approximately $150 million of shares in a publicly traded DRC-focused mining company controlled by DRC Partner ("Company A"); (2) a $124 million convertible loan through a subsidiary company and AGC to "Company B," a DRC Partner-controlled shell entity, funded in or about and between April and October 2008 (the "Convertible Loan Agreement"); and (3) a $130 million margin loan to Company C, a DRC Partner-controlled shell entity, in November 2010 and February 2011 (the "Margin Loan Agreement"). Leading up to and through these transactions, Och-Ziff Employee 3 and Och-Ziff Employee 5 were made aware of and participated in the corrupt payments, using funds provided by Och-Ziff to Company B and Company C, that DRC Partner made to various DRC officials to secure mining interests in the DRC.

C. The Bribery Scheme to Consolidate DRC Copper Mines

23. The first aspect of Och-Ziff's partnership with DRC Partner involved Och-Ziff, the defendant OZ AFRICA or AGC structuring and funding simultaneous investments into two companies controlled by DRC Partner: Company A and Company B. On or about March 7, 2008, Och-Ziff Employee 3 e-mailed a description of the first part of this plan to Och-Ziff Employee 1. In the e-mail, Och-Ziff Employee 3 stated that there would be three upcoming transactions requiring Och-Ziff funds. First, Och-Ziff would buy $150 million of new shares to

be issued by Company A, controlled by DRC Partner, which Och-Ziff Employee 3 described as "the second biggest copper company in DRC." Second, DRC Partner would offer AGC 50 percent of a nearby copper and cobalt mine "at a very attractive price," and AGC would likely invest up to $200 million in it. Third, AGC and DRC Partner would buy 55 percent of a company called Africo Resources Limited ("Africo"), which owned a copper asset "next door" to DRC Partner's copper and cobalt mine. Och-Ziff Employee 3 wrote that the "[g]ame plan is to eventually merge [the copper and cobalt mine] and Africo into [Company A] for stock and control the company jointly with [DRC Partner]."

24. Africo was a Canadian mining company engaged in a dispute concerning its ownership interest in a DRC copper mine (the "DRC Mine"). The dispute involved a Congolese company called Akam Mining SPRL ("Akam"), which had obtained an *ex parte* default judgment against Africo following an employment dispute. In fact, DRC Official 2 had orchestrated the taking of Africo's interest in the DRC Mine and made it available to DRC Partner. Africo had engaged in legal proceedings in the DRC courts to try to nullify the seizure of its interest in the DRC Mine, which remained pending in March 2008.

25. On or about March 16, 2008, Och-Ziff Employee 3 received an e-mail from DRC Partner, which stated in part:

> As you can see, our only real point is this flexibility. The DRC landscape is in the making and I am shaping it - like no one else. I would love to have you beside me as a long-term partner. As 40% [Company A] shareholder, I facilitated your entry at an attractive time / price knowing that you see there is a bigger picture in all of this. What this bigger picture exactly looks like, is yet to be determined, but it is your partner who is holding the pen - I just need flexibility on the drawing board to create full value for our partnership.

26. Following DRC Partner's negotiations on behalf of Och-Ziff, on or about March 27, 2008, Och Ziff entered into a supplemental subscription agreement with Company A, as contemplated in Och-Ziff Employee 3's e-mails above, to purchase a total of 150 million shares for a total of approximately $150 million. The stated purpose of the offering by Company A, to which Och-Ziff subscribed, was to raise capital to fund the company's ongoing mining efforts in the DRC. That same day, on or about March 27, 2008, DRC Partner caused $11 million to be delivered to DRC Official 2.

27. Och-Ziff and DRC Partner agreed on a multi-step plan to obtain the disputed mining interest by acquiring Akam using Och-Ziff funds, and then settling the legal dispute over the DRC Mine. As part of its agreement, Och-Ziff, through AGC, provided Company B with significant financing to carry out the resolution of the DRC legal dispute and to gain control of Africo. This financing was provided through the Convertible Loan Agreement, which was originally intended to be approximately $115 million, funded in two tranches of $15 million and $100 million.

28. On or about April 3, 2008, Och-Ziff Employee 5 sent an e-mail to Och-Ziff Employee 3 and others seeking approval to fund the first tranche under the Convertible Loan Agreement, in the amount of $15 million, to acquire Akam.

29. On or about April 7, 2008, DRC Partner caused $2.2 million to be delivered to DRC Official 2, and on or about April 10, 2008, DRC Partner caused $2.8 million to be delivered to DRC Official 2.

30. On or about April 17, 2008, Och-Ziff, through AGC, funded the first tranche of the Convertible Loan Agreement through wire transfers from New York. This first tranche of $15.750 million was funded purportedly to acquire Akam, make a shareholder loan to

Africo, and pay legal expenses. A few days later, on or about April 21, 2008, Africo announced that it reached an agreement with Company B for a private placement of CAD $100 million that would result in Company B (*i.e.*, DRC Partner's company) owning approximately 60 percent of Africo. This agreement required the approval of Africo's shareholders.

D. Bribes Resolve Africo and Akam Dispute in DRC

31. DRC Partner caused bribes to be paid to DRC officials, including judges, to ensure that Africo did not obtain a favorable court ruling in its case against Akam that could have affected the outcome of the Africo shareholder vote.

32. On or about June 4, 2008, DRC Partner and one of his associates arranged to pay $500,000 to DRC officials, including judges, who were involved in the Africo court case to corruptly influence the outcome of those proceedings to the benefit of Och-Ziff and DRC Partner. The associate sent a text message to DRC Partner, which read:

> Hi [DRC Partner], im with the main lawyer. . . in the africo story, he has to arrange with supreme court, attorney genral [sic] and magistrates, he wants 500 to give to all the officials and 600 for 3 lawyers cabinets that worked on the file in defense[lawyer] and batonnier [lawyer]. the converstaion is vey tough. (while talking i said to ask money to [one of the Akam shareholders], [the Akam shareholder] said he cant because most of the money has to go to [DRC Official 2]. . . i dont know if he wants to provoke me or it was something [the Akam shareholder] invented...) but they are now at 1,1 in total.

33. On or about June 4, 2008, the associate sent another text message to DRC Partner, which stated: "he wants 500 for officials, 300 for them (3 lawyers office), 800 and in even in one month an extra 100 to make 900, he is very categoric[.]" Approximately thirty minutes later, the associate sent a text message to DRC Partner, which stated: "with 800 they guarantee the results and they want me to promise that i will add 100 after." Less than one

minute later, DRC Partner responded to the associate's text message, writing: "We can't accept a mid result. . . Africo must be screwd and finished totally!!!!"

34. On or about June 5, 2008, an associate of DRC Partner sent a text message to DRC Partner, which stated: "[lawyer] has met attorney general and the magistrat[e] that has to write the opinion, he also had contact with the 3 judges of supreme court. they got clear instructions to rewrite the opinion and to make sure that akam wins. they also agreed to do the lecture of the opinion on JUNE 13!"

35. On or about June 12, 2008, Africo announced that its shareholders had voted to approve the private placement by DRC Partner through Company B.

36. On or about June 18, 2008, DRC Partner caused $2.5 million to be delivered to DRC Official 2.

E. Och-Ziff Learns of Allegations of Serious Misconduct Involving Company A and then Provides DRC Partner an Additional $109 Million

37. On or about June 13, 2008, Och-Ziff Employee 3 and Och-Ziff Employee 5 learned of allegations that a significant portion of the money that had been invested in Company A through the April 2008 private placement may have been diverted from a mining investment to a political party in Zimbabwe. Och-Ziff Employee 3 received a message which stated: "[Company A] paid 4 arms into zim, and rented boat from china. Journo has bank transfers apparently." Neither Och-Ziff Employee 3 nor Och-Ziff Employee 5 reported this matter to Och-Ziff's legal and compliance employees nor undertook efforts to determine whether the funds had been used as described in the message.

38. On or about June 24, 2008, Och-Ziff, through AGC, funded the second tranche of the Convertible Loan Agreement totaling $98.275 million. The purpose of this tranche was to allow Company B to acquire the Africo shares and gain control over Africo.

39. On or about July 10, 2008, Och-Ziff Employee 3 sent an e-mail to another Och-Ziff employee that read: "U have [Och-Ziff Employee 5's] mobile. [DRC Partner] just got a big asset for us."

40. Later that month, on or about July 24, 2008, Och-Ziff, AGC and DRC Partner amended the Convertible Loan Agreement to provide for a $9 million third tranche for "financing the working capital requirements. . . . to the extent such requirements are in accordance with the Business Plan." Och-Ziff Employee 3 and Och-Ziff Employee 5 knew that the operating expenses for Company B's business plan included paying bribes to high-level DRC officials.

41. On or about October 9, 2008, Och-Ziff funded its share of the third tranche of the Convertible Loan Agreement totaling $4.5 million while the joint-venture partner in AGC contributed the remaining $4.5 million.

F. Och-Ziff's Audit Uncovers Bribery in DRC Partner's Operations

42. In or about November 2008, AGC employees who were based in South Africa and reported to Och-Ziff Employee 5 conducted an audit of Company B's expenses to ensure that the third tranche of the Convertible Loan Agreement was properly spent. These AGC employees were given limited access to DRC Partner's business records. Their draft audit report, which was sent to Och-Ziff Employee 5 and another Och-Ziff employee, included the following paragraph:

> Satisfactory answers could not be extracted during my discussions (with [DRC Partner's employees]) for some of these expenses and it leads one to believe that these are actually the costs of maintaining "political alignment" and for "protocol" with the authorities in the DRC – in other words with senior Government officials. **This issue needs to be investigated at the highest level directly with [DRC Partner's company]. This issue should be flagged as a concern considering AGC's compliance requirements.**
> (emphasis in original)

43. After reviewing the draft audit report, Och-Ziff Employee 5 spoke with one of the employees who drafted it and instructed that the above-described paragraph referencing payments for "political alignment" with senior government officials be removed from the report. The employee did as instructed by Och-Ziff Employee 5, and on or about December 9, 2008, the employee sent an e-mail to Och-Ziff Employee 5, which stated, in part: "[Och-Ziff Employee 5,] As discussed please find attached the revised report[.]" The attached revised report did not contain the paragraph that referenced payments to senior government officials.

G. Och-Ziff and DRC Partner Find a Buyer for DRC Assets

44. Och-Ziff, through the defendant OZ AFRICA's controlled entities, and AGC did not exercise the option to convert into equity in Company B, did not require payment on the loan when it was due to be repaid in full on or about April 24, 2009, and did not seek to exercise its rights on the collateral of the loan. Instead, the repayment dates for the Convertible Loan Agreement were continually extended until a publicly traded mining company ("Mining Company 1") purchased Company B.

45. To attract a buyer for Company B, Och-Ziff Employee 5 worked with DRC Partner to obtain additional assets to inject into or sell alongside Company B, including assets known as Kolwezi Tailings and SMKK. Och-Ziff knew that Kolwezi Tailings had been

stripped by the DRC government from a mining company immediately before being obtained by a group of companies controlled by DRC Partner and the DRC government. Och-Ziff also knew that the SMKK asset was the subject of a back-to-back sale that allowed DRC Partner to purchase the asset for $15 million from the DRC-owned and controlled mining company, La Générale des Carrières et des Mines ("Gécamines"), and immediately resell it to Mining Company 1 for $75 million even though Mining Company 1 had the right of first refusal to buy that same interest directly from Gécamines.

46. Throughout the period of DRC Partner's acquisition of Kolwezi Tailings and SMKK, DRC Partner continued to make corrupt payments to DRC Official 2. For example, on or about December 23, 2009, DRC Partner delivered $1 million to DRC Official 2; on or about January 5, 2010, DRC Partner delivered $2 million to DRC Official 2.

47. On or about August 20, 2010, Mining Company 1 acquired 50.5 percent of Company B. Mining Company 1 agreed to pay up to $575 million over two years, including $50 million in cash. Och-Ziff Employee 3 and Och-Ziff Employee 5 were informed by a co-conspirator that the $50 million was for DRC Partner to "use on the ground" to corruptly acquire Kolwezi Tailings. As part of the deal, Mining Company 1 guaranteed repayment of the Convertible Loan Agreement through a novation of the loan.

48. Following the novation of the Convertible Loan Agreement, Och-Ziff continued to provide DRC Partner with financing in exchange for deal flow of investment opportunities in the DRC, per their original agreement.

H. Och-Ziff Provides DRC Partner an Additional $130 Million

49. On or about November 11, 2010, Och-Ziff Employee 3 sent an e-mail to another Och-Ziff employee, which stated: "[DRC Partner] has asked for a margin loan on katanga shares which want u to handle."

50. On or about November 16, 2010, an Och-Ziff employee sent a draft term sheet for the loan to Och-Ziff Employee 3, who then forwarded it on to DRC Partner. The parties then negotiated the terms of the loan. DRC Partner's representatives stressed that they would need to make intercompany loans with the proceeds of the loan and that any "use of proceeds" provision in the loan document would have to be generic.

51. On or about November 18, 2010, Och-Ziff incorporated a new Cayman Islands based partnership called CML Investments Ltd. ("CML"). CML was controlled by Och-Ziff.

52. On or about November 24, 2010, Och-Ziff, in two separate transfers through CML, extended a $110 million margin loan to Lora Enterprises Limited ("Lora"), a DRC-Partner-controlled company. The use of proceeds provision allowed for: "(ii) funding existing activities of Affiliates of the Borrower and acquisitions of other business interests by its Affiliates; and (iii) other general purposes of the Borrower's Affiliates."

53. On or about February 17, 2011, CML and Lora agreed to an amended and restated margin loan agreement which increased the amount of funding available to Lora by an additional $20 million.

54. In or about and between November 2010 and February 2011, DRC Partner caused approximately $20 million in corrupt payments to be made to various DRC officials, including the following payments made on or about the following dates:

Date	Amount in USD	Bribe Recipient
December 1, 2010	$1 million	DRC Official 1
December 3, 2010	$2 million	DRC Official 1
December 7, 2010	$2 million	DRC Official 1
December 9, 2010	$2 million	DRC Official 1
December 15, 2010	$350,000	DRC Official 2
December 17, 2010	$250,000	DRC Official 2
January 13, 2011	$500,000	DRC Official 2
February 9, 2011	$3 million	DRC Official 1
February 9, 2011	$1 million	DRC Official 2

55. On or about February 12, 2012, DRC Official 2 died. On or about February 13, 2012, Och-Ziff Employee 5 sent an e-mail message to Och-Ziff Employee 3, which stated: "FYI, [DRC Official 2 is] dead, [DRC Partner's] key guy in DRC." Och-Ziff Employee 5's e-mail included the text of a Financial Times article on the official's death, which stated, among other things: "[DRC Official 2], member of parliament and a former governor of Congo's copper heartlands province, Katanga, cut a shadowy figure. Diplomats associate him with Congo's entrenched corruption and a series of secret investments. Congo is one of the world's poorest countries despite its mineral wealth, and ranks among the worst places to do business."

56. On or about February 15, 2012, DRC Partner sent a text message to Och-Ziff Employee 5, which stated, "I'm fine. . . sad but fine. . . I will have to help [DRC Official 1] much more now. . . tomorrow the burial will take place."

57. On or about February 12, 2013, Och-Ziff Employee 2, while in New York, New York, signed a draw down notice directing an entity under the management and control of the defendant OZ AFRICA to transfer approximately $160,077,301.77, which represented the proceeds of the Convertible Loan Agreement to each of "OZ Africa MD," "OZ Africa ME," and "OZ Africa SI" funds. These funds were based in the Cayman Islands and under the control of Och-Ziff and the Och-Ziff Hedge Funds.

58. In total, Och-Ziff received wire transfers of $342,091,110 from DRC Partner-controlled companies as satisfaction of the outstanding agreements, representing a profit of approximately $91,181,182.

WMP/JPL/LRT:JPM/JPL/DP
F. #2012R01716

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
----------X

UNITED STATES OF AMERICA

- against -

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC,

Defendant.

----------X

DEFERRED PROSECUTION AGREEMENT

Cr. No. 16-516 (NGG)

Defendant Och-Ziff Capital Management Group LLC ("Och-Ziff" or the "Company"), pursuant to authority granted by the Company's Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the Eastern District of New York (collectively, the "Offices"), enter into this deferred prosecution agreement (the "Agreement").

CRIMINAL INFORMATION AND ACCEPTANCE OF RESPONSIBILITY

1. The Company acknowledges and agrees that the Offices will file the attached four-count criminal Information in the United States District Court for the Eastern District of New York charging the Company with two counts of conspiracy to commit offenses against the United States in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-1, one count of violating the books and records provisions of the FCPA, in violation of Title 15, United States Code, Sections 78m(b)(2)(A), (b)(4), (b)(5), and 78ff(a), and one count of violating the internal controls provision of the FCPA, in violation of

Title 15, United States Code, Sections 78m(b)(2)(B), (b)(4), (b)(5) and 78ff(a). In so doing, the Company: (a) knowingly waives its right to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts, which is attached to this Agreement as Attachment A ("Statement of Facts"), and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Eastern District of New York. The Offices agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. Should the Offices pursue the prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of the Statement of Facts in any proceeding, including any trial, guilty plea, or sentencing proceeding, and will not contradict anything in the Statement of Facts at any such proceeding.

TERM OF THE AGREEMENT

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three (3) years from the later of the date on which the Information is filed or the date on which the independent compliance monitor (the "Monitor") is

retained by the Company, as described in Paragraphs 11 through 13 below (the "Term"). The Company agrees, however, that, in the event the Offices determine in their sole discretion, that the Company has knowingly violated any provision of this Agreement, an extension or extensions of the term of the Agreement may be imposed by the Offices, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Offices' right to proceed as provided in Paragraphs 16 through 19 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the independent compliance monitorship set forth in Attachment D for an equivalent period. Conversely, in the event the Offices find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the monitorship in Attachment D, and that the other provisions of this Agreement have been satisfied, the Term of the Agreement may be terminated early. If the Court rejects the Agreement, all the provisions of the Agreement shall be deemed null and void, and the Term shall be deemed to have not begun.

RELEVANT CONSIDERATIONS

4. The Offices enter into this Agreement based on the individual facts and circumstances presented by this case, including:

a. The Company did not voluntarily self-disclose the offense conduct to the Offices, and as a result the Company was not eligible for a more significant discount on the fine amount or the form of resolution;

b. The Company received credit, in addition to the two-point downward adjustment to the Sentencing Guidelines, of 20 percent off of the bottom of the Sentencing Guidelines range for its cooperation with the Offices' investigation, including its Audit

Committee's very thorough and comprehensive internal investigation through counsel which included regular reports to the Offices, Company counsel's collection and production of voluminous evidence located in foreign countries, and efforts to make current and former employees available for interviews. The Company did not receive additional credit because of issues that resulted in a delay to the early stages of the investigation, including failures to produce important, responsive documents on a timely basis, and in some instances producing documents only after the Offices flagged for the Company that the documents existed and should be produced, and providing documents to other defense counsel prior to their production to the government;

c. By the conclusion of the investigation, the Company had provided to the Offices all relevant facts known to it, including information about individuals involved in the offense conduct;

d. The Company engaged in significant remediation to improve is compliance program and internal controls, and the Company has committed to continue to enhance its compliance program and internal controls, including ensuring that they satisfy the minimum elements of the corporate compliance program set forth in Attachment C to this Agreement;

e. In addition to the Company's remedial efforts, the Company has agreed to the imposition of an independent compliance monitor to prevent the reoccurrence of the misconduct;

f. The seriousness of the offense conduct including the high-dollar amount of bribes paid to foreign officials, conduct in multiple, high-risk jurisdictions, and the fact that the bribery occurred at a high level within the Company;

g. The Company has no prior criminal history; and

h. The Company has committed to continuing to cooperate with the Offices as described in Paragraph 5 below.

FUTURE COOPERATION AND DISCLOSURE REQUIREMENTS

5. The Company shall cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement and the Statement of Facts, and any individual or entity referred to therein, as well as other conduct related to corrupt payments, false books, records, and accounts, the failure to implement adequate internal accounting controls, investment adviser fraud, wire fraud, obstruction of justice, and money laundering, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term. At the request of the Offices, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, its parent company or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to corrupt payments, false books, records, and accounts, and the failure to implement adequate internal accounting controls. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its parent company and affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Offices, upon request, any document, record or other tangible evidence about which the Offices may inquire of the Company;

b. Upon request of the Offices, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information;

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation; and

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Offices pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental

authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Offices, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5 above, during the Term of the Agreement, should the Company learn of credible evidence or allegations of corrupt payments, false books, records, and accounts, and the failure to implement adequate internal accounting controls, the Company shall promptly report such evidence or allegations to the Offices.

PAYMENT OF MONETARY PENALTY

7. The Offices and the Company agree that application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

a. The 2015 USSG are applicable to this matter.

b. Offense Level—Bribery Conduct (Highest Offense Level). Based upon USSG § 2C1.1 and the absence of any increase in the offense level under § 3D1.4, the total offense level is 44, calculated as follows:

(a)(2) Base Offense Level	12
(b)(1) Multiple Bribes	+2
(b)(2) Value of benefit received more than $150,000,000	+26
(b)(3) High Level Official Involved	+4
Total Offense Level	44

c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is $221,933,010 (the amount of pecuniary gain).

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 6, calculated as follows:

(a) Base Culpability Score	5

(b)(3)	the organization had 200 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+3
(g)(2)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 2
TOTAL		6

Calculation of Fine Range:

Base Fine	$221,933,010
Multipliers	1.2 (min)/ 2.4 (max)
Fine Range	$266,319,612 to $532,639,224

The Company, directly or through an affiliate, agrees to transfer the monetary penalty of $213,055,689 into an escrow account within ten (10) days of the execution of this agreement for the benefit of the United States Treasury. The monetary penalty in the amount of $213,055,689 shall be released from the escrow account to the United States Treasury within ten (10) days of the entry of the judgment against OZ Africa Management GP, LLC, in connection with its guilty plea, pursuant to a plea agreement, in the United States District Court for the Eastern District of New York filed simultaneously herewith. The parties agree that any criminal fine that might be imposed by the Court against OZ Africa Management GP, LLC, in connection with its guilty plea and plea agreement, will be paid from the $213,055,689 monetary penalty held in the escrow account and that any remaining balance will be transferred from the escrow account within ten (10) days of entry of the judgment to the United States Treasury. The Company and the Offices agree that the monetary penalty is appropriate given the facts and circumstances of

this case, including the factors described in Paragraph 4 above. The $213,055,689 monetary penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Offices that the $213,055,689 monetary penalty is the maximum penalty that may be imposed in any future prosecution, and the Offices are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Offices agree that under those circumstances, they will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of this $213,055,689 million monetary penalty. The Company shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement concerning the conduct set forth in the Statement of Facts entered into with an enforcement authority or regulator.

CONDITIONAL RELEASE FROM LIABILITY

8. Subject to Paragraphs 16 through 19 below, the Offices agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company or any of its current or former wholly-owned subsidiaries relating to any of the conduct described in either the Statement of Facts or the criminal Information filed pursuant to this Agreement. This Agreement does not provide any protection against prosecution for any future conduct by the Company. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company. The Offices, however, may use any information related to the conduct described in the Statement of Facts against the Company:

a. in a prosecution for perjury or obstruction of justice;

b. in a prosecution for making a false statement;

c. in a prosecution or other proceeding relating to any crime of violence; or

d. in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

CORPORATE COMPLIANCE PROGRAM

9. The Company represents that it has implemented and will continue to implement a compliance and ethics program throughout their operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws.

10. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. If necessary and appropriate, the Company will adopt new or modify existing internal controls, policies, and procedures in order to ensure that the Company maintains: (a) a system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) rigorous anti-corruption compliance code, standards, and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. The internal accounting controls system

and compliance code, standards, and procedures will include, but not be limited to, the minimum elements set forth in Attachment C.

INDEPENDENT COMPLIANCE MONITOR

11. Promptly after the Offices' selection pursuant to Paragraph 12 below, the Company agrees to retain a Monitor for the term specified in Paragraph 13 below. The Monitor's duties and authority, and the obligations of the Company with respect to the Monitor and the Offices, are set forth in Attachment D, which is incorporated by reference into this Agreement. Upon the execution of this Agreement, and after consultation with the Offices, the Company will propose to the Offices a pool of three (3) qualified candidates to serve as the Monitor. If the Offices determine, in their sole discretion, that any of the candidates are not, in fact, qualified to serve as the Monitor, or if the Offices, in their sole discretion, are not satisfied with the candidates proposed, the Offices reserve the right to seek additional nominations from the Company. The Monitor candidates or their team members shall have, at a minimum, the following qualifications:

a. demonstrated expertise with respect to the FCPA and other applicable anti-corruption laws, including experience counseling on FCPA issues;

b. experience designing and/or reviewing corporate compliance policies, procedures and internal controls, including FCPA and anti-corruption policies, procedures and internal controls;

c. the ability to access and deploy resources as necessary to discharge the Monitor's duties as described in the Agreement; and

d. sufficient independence from the Company to ensure effective and impartial performance of the Monitor's duties as described in the Agreement.

12. The Offices retain the right, in their sole discretion, to choose the Monitor from among the candidates proposed by the Company, though the Company may express its preference(s) among the candidates. In the event the Offices reject all proposed Monitors, the Company shall propose an additional three candidates within thirty (30) calendar days after receiving notice of the rejection. This process shall continue until a Monitor acceptable to both parties is chosen. The Offices and the Company will use their best efforts to complete the selection process within sixty (60) calendar days of the filing of the Agreement and the accompanying Information. If the Monitor resigns or is otherwise unable to fulfill his or her obligations as set out herein and in Attachment D, the Company shall within thirty (30) calendar days recommend a pool of three qualified Monitor candidates from which the Offices will choose a replacement.

13. The Monitor's term shall be three (3) years from the date on which the Monitor is retained by the Company, subject to extension or early termination as described in Paragraph 3 above. The Monitor's powers, duties, and responsibilities, as well as additional circumstances that may support an extension of the Monitor's term, are set forth in Attachment D. The Company agrees that it will not employ or be affiliated with the Monitor or the Monitor's firm for a period of at least two (2) years from the date on which the Monitor's term expires. Nor will the Company discuss with the Monitor or the Monitor's firm the possibility of further employment or affiliation during the Monitor's term.

DEFERRED PROSECUTION

14. In consideration of the undertakings agreed to by the Company herein, the Offices agree that any prosecution of the Company for the conduct set forth in the Statement of Facts, and for the conduct that the Company disclosed to the Offices prior to the signing of this Agreement, be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that the parties have specifically discussed and agreed is not covered by this Agreement, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

15. The Offices further agree that if the Company fully complies with all of its obligations under this Agreement, the Offices will not continue the criminal prosecution against the Company described in Paragraph 1 above and, at the conclusion of the Term, this Agreement shall expire. Within six (6) months of the Agreement's expiration, the Offices shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1 above, and agrees not to file charges in the future against the Company based on the conduct described in this Agreement and the Statement of Facts.

BREACH OF THE AGREEMENT

16. If, during the Term, the Company: (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program as set forth in Paragraphs 9 and 10 of this Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of the

FCPA, would be a violation of the FCPA; or (f) otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Offices become aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Offices have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1 above and charges that arise from the conduct set forth in the Statement of Facts, which may be pursued by the Offices in the United States District Court for the Eastern District of New York or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Offices' sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Offices prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term plus five years, and that this period

shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

17. In the event the Offices determine that the Company has breached this Agreement, the Offices agree to provide the Company with written notice prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Offices in writing to explain the nature and circumstances of the breach, as well as the actions the Company has taken to address and remediate the situation, which the Offices shall consider in determining whether to pursue prosecution of the Company.

18. In the event that the Offices determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Offices or to the Court, including the Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Offices against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will

be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Offices.

19. The Company acknowledges that the Offices have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

20. Thirty (30) days after the expiration of the period of deferred prosecution specified in this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Department that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

SALE, MERGER, OR OTHER CHANGE IN CORPORATE FORM OF COMPANY

21. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The Company shall obtain approval from the Offices at least thirty (30) days prior to undertaking any such sale, merger, transfer, or other change in corporate form, including dissolution, in order to give the Offices an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement.

PUBLIC STATEMENTS BY COMPANY

22. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company, make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the conduct described in the Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 16 through 19 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be

imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Offices. If the Offices determine that a public statement by any such person contradicts in whole or in part the conduct described in the Statement of Facts, the Offices shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five (5) business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Statement of Facts. This paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

23. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates, issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Offices to determine: (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Offices and the Company; and (b) whether the Offices have any objection to the release.

24. The Offices agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the

Offices are not agreeing to advocate on behalf of the Company, but rather are agreeing to provide facts to be evaluated independently by such authorities.

LIMITATIONS ON BINDING EFFECT OF AGREEMENT

25. This Agreement is binding on the Company and the Offices but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Offices will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

NOTICE

26. Any notice to the Offices under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, United States Department of Justice, 1400 New York Avenue, Washington, D.C. 20530; Chief, Business and Securities Fraud Section, United States Attorney's Office, Eastern District of New York, 271-A Cadman Plaza East, Brooklyn, New York 11201. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to David M. Becker, Esq., Chief Legal Officer, Och-Ziff Capital Management Group LLC, 9 West 57th Street, New York, New York 10019, with a copy to Mark K. Schonfeld, Esq., Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, New York 10166. Notice shall be effective upon actual receipt by the Offices or the Company.

COMPLETE AGREEMENT

27. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Offices. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the Offices, the attorneys for the Company and a duly authorized representative of the Company.

AGREED:

FOR OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC:

David M. Becker, Esq.
Chief Legal Officer
Och-Ziff Capital Management Group LLC

Mark K. Schonfeld, Esq.
Joel M. Cohen, Esq.
Lee G. Dunst, Esq.
F. Joseph Warin, Esq.
Gibson Dunn & Crutcher LLP
Counsel to the Company

Date: September 29, 2016

FOR THE U.S. DEPARTMENT OF JUSTICE:

ROBERT CAPERS
United States Attorney
Eastern District of New York

James P. Loonam
Jonathan P. Lax
David Pitluck
Assistant U.S. Attorneys

Date: 9/29/16

SANDRA MOSER
Principal Deputy Chief
Criminal Division, Fraud Section
U.S. Department of Justice

Leo R. Tsao, Assistant Chief
James P. McDonald, Trial Attorney

COMPANY OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for Och-Ziff Capital Management Group LLC (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Chief Legal Officer of the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: September 29, 2016

OCH-ZIFF CAPITAL MANAGEMENT GROUP LLC

By: _____
David M. Becker, Esq.
Chief Legal Officer

CERTIFICATE OF COUNSEL

I am counsel for Och-Ziff Capital Management Group LLC (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the Chief Legal Officer of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 9/29/16

By: _____
Mark K. Schonfeld Esq.
Joel M. Cohen, Esq.
Lee G. Dunst, Esq.
F. Joseph Warin, Esq.
Gibson Dunn & Crutcher LLP
Counsel for Och-Ziff Capital Management Group LLC

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section, the United States Attorney's Office for the Eastern District of New York (collectively, the "Offices" or the "United States") and the defendant Och-Ziff Capital Management Group LLC ("Och-Ziff" or the "Company"). Och-Ziff hereby agrees and stipulates that the following information is true and accurate. Certain of the facts herein are based on information obtained from third parties by the Offices through their investigation and described to Och-Ziff. Och-Ziff admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Offices pursue the prosecution that is deferred by the Agreement, Och-Ziff agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The Offices' evidence establishes the following facts during the relevant time frame and proves beyond a reasonable doubt the charges set forth in the Criminal Information filed in the United States District Court for the Eastern District of New York pursuant to the Agreement:

OCH-ZIFF AND RELEVANT ENTITIES AND INDIVIDUALS

1. Och-Ziff was a Delaware limited liability company and one of the largest alternative asset and hedge fund managers in the world. Och-Ziff had its headquarters in New York, New York and was listed on the New York Stock Exchange on November 14, 2007. Since that time, Och-Ziff has had a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act") and has been required to file annual reports with the United States Securities and Exchange Commission ("SEC") under Section

15(d) of the Exchange Act, Title 15, United States Code, Section 78o(d). Accordingly, since November 14, 2007, Och-Ziff has been an "issuer" as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1(a) and 78m(b). Prior to its initial public offering on November 14, 2007, Och-Ziff was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1).

2. Och-Ziff controlled numerous consolidated subsidiaries through which Och-Ziff operated and provided investment advisory and management services for individual hedge funds and alternative investment vehicles (the "Och-Ziff Hedge Funds") in return for management fees and incentive income. During the relevant time period, Och-Ziff had approximately $30 billion in assets under management and had offices located in New York, London and Hong Kong.

3. OZ Management LP was a Delaware limited partnership and a subsidiary of Och-Ziff through which Och-Ziff registered as an investment adviser. Thus, OZ Management LP was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. OZ Africa Management GP, LLC ("OZ Africa") was a Delaware limited liability company and a wholly-owned subsidiary of OZ Management LP. OZ Africa held Och-Ziff's interests for its joint-venture in Africa. OZ Africa was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. Africa Management Limited ("AML") was a joint-venture company started by Och-Ziff, OZ Africa and affiliated and subsidiary entities with various South African business

partners in 2007. AML established multiple investment funds under the "African Global Capital" ("AGC") name which invested in companies with African mining and mineral assets and rights. The joint-venture partner and Och-Ziff owned 60 percent and 40 percent of the interest in AML, respectively. Och-Ziff's approval was required for all investments by AGC funds, and AML and AGC relied upon Och-Ziff's legal and compliance functions to perform due diligence, provide legal advice and document transactions.

6. "Och-Ziff Employee 1," a U.S. citizen whose identity is known to the United States and the Company, was a high-ranking officer of Och-Ziff. Och-Ziff Employee 1 was based in Och-Ziff's New York office. Och-Ziff Employee 1 was an officer of OZ Africa. Och-Ziff Employee 1 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "officer" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

7. "Och-Ziff Employee 2," a U.S. citizen whose identity is known to the United States and the Company, was a high-ranking officer of Och-Ziff. Och-Ziff Employee 2 was based in Och-Ziff's New York office. Och-Ziff Employee 2 was an officer of OZ Africa and executed various documents on its behalf. Och-Ziff Employee 2 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "officer" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

8. "Och-Ziff Employee 3," a U.S. citizen whose identity is known to the United States and the Company, was a senior executive of Och-Ziff and a member of Och-Ziff's partner management committee who headed Och-Ziff's London office. Och-Ziff Employee 3 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section

78dd-2(h)(1), and was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

9. "Och-Ziff Employee 4," a U.S. citizen whose identity is known to the United States and the Company, was a senior member of Och-Ziff's investor relations department. Och-Ziff Employee 4 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

10. "Och-Ziff Employee 5," an Australian citizen whose identity is known to the United States and the Company, was an employee of Och-Ziff Management Europe Limited, the London based subsidiary of OZ Management LP, and a member of Och-Ziff's European private investment team, which also had responsibility for investments in Africa. Och-Ziff Employee 5 was responsible for overseeing certain Och-Ziff investments involving mineral extraction, oil and other natural resources in Africa, and thus was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

11. "Och-Ziff Employee 6," a U.S. citizen whose identity is known to the United States and the Company, was a member of Och-Ziff's legal department and worked in multiple Och-Ziff offices. Och-Ziff Employee 6 was a "domestic concern" within the meaning of the FCPA, Title 15, United States Code, Section 78dd-2(h)(1), and was an "employee" and "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

12. "DRC Partner," an Israeli businessman whose identity is known to the United States and the Company, had significant interests in the diamond and mineral mining industries in the Democratic Republic of the Congo (the "DRC"). Och-Ziff, through OZ Africa, AGC and

various subsidiary companies, and DRC Partner were investment partners for mining and mineral opportunities in the DRC. For these purposes, DRC Partner was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

13. "Libya Intermediary," an individual whose identity is known to the United States and the Company, was a London-based middleman with connections to foreign officials in Libya. Libya Intermediary was retained by Och-Ziff to act as an agent on behalf of Och-Ziff to obtain a $300 million investment from the Libyan Investment Authority ("LIA"), and thus was an "agent" of an issuer, Och-Ziff, within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

FOREIGN GOVERNMENT ENTITIES AND OFFICIALS

A. Democratic Republic of the Congo

14. "DRC Official 1," an individual whose identity is known to the United States and the Company, was a senior official in the DRC who had the ability to take official action and exert official influence over mining matters in the DRC. DRC Official 1 was a "foreign official" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1) and 78dd-2(h)(2).

15. "DRC Official 2," an individual whose identity is known to the United States and the Company, was a senior official in the DRC and close advisor to DRC Official 1. Since at least 2004, DRC Official 2 was an Ambassador-at-Large for the DRC government and also a national parliamentarian. DRC Official 2 had the ability to take official action and exert official influence over mining matters in the DRC, and was a "foreign official" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(f)(1) and 78dd-2(h)(2).