

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

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

For the quarterly period ended March 31, 2023

or

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

For the transition period from _____ to _____.

Commission File Number 001-35500

Oaktree Capital Group, LLC

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

26-0174894

(I.R.S. Employer
Identification Number)

**333 South Grand Avenue, 28th Floor
Los Angeles, CA 90071
Telephone: (213) 830-6300**

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

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
6.625% Series A preferred units	OAK-PA	New York Stock Exchange
6.550% Series B preferred units	OAK-PB	New York Stock Exchange

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

As of May 11, 2023, there were 109,198,991 Class A units and 50,916,930 Class B units of the registrant outstanding.

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FORWARD-LOOKING STATEMENTS

This quarterly report contains forward-looking statements within the meaning of Section 27A of the U.S. Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), which reflect our current views with respect to, among other things, our future results of operations and financial performance. In some cases, you can identify forward-looking statements by words such as "anticipate," "approximately," "believe," "continue," "could," "estimate," "expect," "intend," "may," "outlook," "plan," "potential," "predict," "seek," "should," "will" and "would" or the negative version of these words or other comparable or similar words. These statements identify prospective information. Important factors could cause actual results to differ, possibly materially, from those indicated in these statements. Forward-looking statements are based on our beliefs, assumptions and expectations of our future performance, taking into account all information currently available to us. Such forward-looking statements are subject to risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business prospects, growth strategy and liquidity.

In addition to factors previously disclosed in Oaktree Capital Group, LLC's ("OCG") reports filed with securities regulators in the United States and those identified elsewhere in this quarterly report, the following factors, among others, could cause actual results to differ materially from forward-looking statements and information or historical performance: course and severity of the novel coronavirus (including any subsequent variants, "COVID-19") pandemic and its direct and indirect business impacts; the ability of OCG to retain and hire key service providers; the continued availability of capital and financing; the business, economic and political conditions in the markets in which OCG operates; changes in OCG's anticipated revenue and income, which are inherently volatile; changes in the value of OCG's investments; the pace of Oaktree's raising of new funds; changes in assets under management; the timing and receipt of, and impact of taxes on, carried interest; distributions from and liquidation of Oaktree's existing funds; the amount and timing of distributions on OCG's preferred units; changes in OCG's operating or other expenses; the degree to which OCG encounters competition; and general political, economic and market conditions.

Any forward-looking statements and information speak only as of the date of this quarterly report or as of the date they were made, and except as required by law, OCG does not undertake any obligation to update forward-looking statements and information. For a more detailed discussion of these factors, also see the information under the captions "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in OCG's most recent report on Form 10-K for the year ended December 31, 2022 (our "annual report"), and in this quarterly report, and in each case any material updates to these factors contained in any of OCG's future filings.

As for the forward-looking statements and information that relate to future financial results and other projections, actual results will be different due to the inherent uncertainties of estimates, forecasts and projections and may be better or worse than projected and such differences could be material. Given these uncertainties, you should not place any reliance on these forward-looking statements and information.

This quarterly report and its contents do not constitute and should not be construed as (a) a recommendation to buy, (b) an offer to buy or solicitation of an offer to buy, (c) an offer to sell or (d) advice in relation to, any securities of OCG or securities of any Oaktree investment fund.

In this quarterly report, unless the context otherwise requires:

"Oaktree" refers to (i) Oaktree Capital Group, LLC and, where applicable, its subsidiaries and affiliates prior to October 1, 2019 and (ii) the Oaktree Operating Group and, where applicable, their respective subsidiaries and affiliates after September 30, 2019.

"OCG," "Company," "we," "us," "our" or "our company" refers to Oaktree Capital Group, LLC and, where applicable, its subsidiaries and affiliates, including, as the context requires, affiliated Oaktree Operating Group members after September 30, 2019. The reference to "our funds" refers to investment funds, other entities or accounts managed by Oaktree for which we, directly or indirectly, act as general partner or otherwise controlled by us.

"OCM" refers to Oaktree Capital Management, L.P. and, where applicable, its subsidiaries and affiliates. OCM is one of the Oaktree Operating Group entities but not one of our subsidiaries. OCM acts as the U.S. registered investment adviser to most of the Oaktree funds.

“Oaktree Operating Group,” or “Operating Group,” refers collectively to the entities that either (i) act as or control the general partners and investment advisers of the Oaktree funds or (ii) hold interests in other entities or investments generating income for Oaktree.

“OCGH” refers to Oaktree Capital Group Holdings, L.P., a Delaware limited partnership, which holds an interest in the Oaktree Operating Group and all of our Class B units.

“OCGH unitholders” refers collectively to Oaktree senior executives, current and former employees and their respective transferees who hold interests in the Oaktree Operating Group through OCGH.

“assets under management,” or “AUM,” generally refers to the sum of (i) the assets Oaktree manages and equals the NAV (as defined below) of the assets Oaktree manages, (ii) the leverage on which management fees are charged, (iii) the undrawn capital that Oaktree is entitled to call from investors in the funds pursuant to their capital commitments, (iv) investment proceeds held in trust for use in investment activities, (v) Oaktree’s pro rata portion of AUM managed by DoubleLine Capital LP and its affiliates (“DoubleLine”), in which Oaktree holds a minority ownership interest, and (vi) 100% of the AUM managed by 17 Capital LLP and its affiliates in which Oaktree acquired a majority ownership interest in 2022. For Oaktree’s collateralized loan obligation vehicles, AUM represents the aggregate par value of collateral assets and principal cash; for Oaktree’s BDCs, gross assets (including assets acquired with leverage), net of cash; for Oaktree’s special purpose acquisition companies (“SPACs”), the proceeds of any initial public offering held in trust for use in a business combination; and for DoubleLine funds, NAV. Oaktree’s AUM amounts include AUM for which Oaktree charges no management fees. Oaktree’s definition of AUM is not based on any definition contained in our operating agreement or the agreements governing the funds that Oaktree manages. Oaktree’s calculation of AUM and the AUM-related metric described below may not be directly comparable to the AUM metrics of other investment managers.

“incentive-creating assets under management,” or “incentive-creating AUM,” refers to the AUM that may eventually produce incentive income, as more fully described in “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Operating Metrics”.

“Class A units” refer to the common units of OCG designated as Class A units.

“CLOs” refer to collateralized loan obligation vehicles.

“common units” or “common unitholders” refer to the Class A common units of OCG or Class A common unitholders, respectively, unless otherwise specified.

“consolidated funds” refers to the funds and CLOs that we are required to consolidate as of the applicable reporting date.

“funds” refers to investment funds and, where applicable, CLOs and separate accounts that are managed by Oaktree or its subsidiaries.

“net asset value,” or “NAV,” refers to the value of all the assets of a fund (including cash and accrued interest and dividends) less all liabilities of the fund (including accrued expenses and any reserves established by us, in our discretion, for contingent liabilities) without reduction for accrued incentives (fund level) because they are reflected in the partners’ capital of the fund.

“preferred units” or “preferred unitholders” refer to the Series A and Series B preferred units of OCG or Series A and Series B preferred unitholders, respectively, unless otherwise specified.

“senior executives” refers collectively to Howard S. Marks, Bruce A. Karsh, Jay S. Wintrob, John B. Frank and Sheldon M. Stone.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

Oaktree Capital Group, LLC
Condensed Consolidated Statements of Financial Condition (Unaudited)
(\$ in thousands)

	As of	
	March 31, 2023	December 31, 2022
Assets		
Cash and cash-equivalents	\$ 163,450	\$ 9,514
Corporate investments (includes \$93,462 and \$108,159 measured at fair value as of March 31, 2023 and December 31, 2022, respectively)	1,197,356	1,191,504
Due from affiliates	30,014	207,874
Other assets	79,913	51,008
<i>Assets of consolidated funds:</i>		
Cash and cash-equivalents	299,158	166,616
Investments, at fair value	4,210,578	3,908,613
Dividends and interest receivable	30,693	26,029
Due from brokers	2,647	37,375
Receivable for securities sold	31,892	3,387
Derivative assets, at fair value	9,743	10,737
Other assets, net	52,008	42,232
Total assets	<u>\$ 6,107,452</u>	<u>\$ 5,654,889</u>
Liabilities and Unitholders' Capital		
Liabilities:		
Accrued compensation expense	\$ 114,770	\$ 124,253
Accounts payable, accrued expenses and other liabilities	3,230	4,483
Due to affiliates	15,806	36,164
Debt obligations (Note 8)	217,040	212,195
<i>Liabilities of consolidated funds:</i>		
Accounts payable, accrued expenses and other liabilities	14,863	8,985
Payables for securities purchased	131,980	153,439
Derivative liabilities, at fair value	14,088	24,022
Distributions payable	1,528	1,437
Borrowings under credit facilities	699,053	1,000,859
Total liabilities	<u>1,212,358</u>	<u>1,565,837</u>
Commitments and contingencies (Note 13)		
Non-controlling redeemable interests in consolidated funds	<u>2,788,199</u>	<u>2,182,414</u>
Unitholders' capital:		
Series A preferred units, 7,200,000 units issued and outstanding as of March 31, 2023 and December 31, 2022	173,669	173,669
Series B preferred units, 9,400,000 units issued and outstanding as of March 31, 2023 and December 31, 2022	226,915	226,915
Class A units, no par value, unlimited units authorized, 103,080,160 and 103,080,160 units issued and outstanding as of March 31, 2023 and December 31, 2022, respectively	—	—
Class B units, no par value, unlimited units authorized, 57,035,761 and 56,922,688 units issued and outstanding as of March 31, 2023 and December 31, 2022, respectively	—	—
Paid-in capital	1,055,871	908,142
Retained earnings	283,706	246,353
Accumulated other comprehensive loss	(9,123)	(9,101)
Unitholders' capital attributable to Oaktree Capital Group, LLC	<u>1,731,038</u>	<u>1,545,978</u>
Non-controlling interests in consolidated subsidiaries	375,857	360,660
Total unitholders' capital	<u>2,106,895</u>	<u>1,906,638</u>
Total liabilities and unitholders' capital	<u>\$ 6,107,452</u>	<u>\$ 5,654,889</u>

Please see accompanying notes to condensed consolidated financial statements.

Oaktree Capital Group, LLC
Condensed Consolidated Statements of Operations (Unaudited)
(in thousands, except per unit amounts)

	Three months ended March 31,	
	2023	2022
Revenues:		
Management fees	\$ —	\$ 60,431
Incentive income	59,401	2,599
Total revenues	<u>59,401</u>	<u>63,030</u>
Expenses:		
Compensation and benefits	(91)	(44,089)
Equity-based compensation	—	(1,497)
Incentive income compensation	(58,538)	(4,957)
Total compensation and benefits expense	<u>(58,629)</u>	<u>(50,543)</u>
General and administrative	(1,924)	(5,038)
Depreciation and amortization	—	(583)
Consolidated fund expenses	(14,136)	(24,802)
Total expenses	<u>(74,689)</u>	<u>(80,966)</u>
Other income (loss):		
Interest expense	(16,549)	(39,191)
Interest and dividend income	66,809	123,572
Net realized gain (loss) on consolidated funds' investments	31,680	(89,225)
Net change in unrealized appreciation (depreciation) on consolidated funds' investments	(25,182)	128,359
Investment income	51,722	11,741
Total other income	<u>108,480</u>	<u>135,256</u>
Income before income taxes	93,192	117,320
Income taxes	—	(3,697)
Net income	<u>93,192</u>	<u>113,623</u>
Less:		
Net income attributable to non-controlling interests in consolidated funds	(27,734)	(98,943)
Net (income) loss attributable to non-controlling interests in consolidated subsidiaries	(19,700)	3,002
Net income attributable to Oaktree Capital Group, LLC	45,758	17,682
Net income attributable to preferred unitholders	(6,829)	(6,829)
Net income attributable to Oaktree Capital Group, LLC Class A unitholders	<u>\$ 38,929</u>	<u>\$ 10,853</u>
Distributions declared per Class A unit	<u>\$ 0.11</u>	<u>\$ 0.97</u>
Net income per Class A unit (basic and diluted):		
Net income per Class A unit	<u>\$ 0.39</u>	<u>\$ 0.11</u>
Weighted average number of Class A units outstanding	<u>99,238</u>	<u>99,137</u>

Please see accompanying notes to condensed consolidated financial statements.

Oaktree Capital Group, LLC
Condensed Consolidated Statements of Comprehensive Income (Unaudited)
(in thousands)

	Three months ended March 31,	
	2023	2022
Net income	\$ 93,192	\$ 113,623
Other comprehensive loss, net of tax:		
Foreign currency translation adjustments	(36)	(593)
Other comprehensive loss, net of tax	(36)	(593)
Total comprehensive income	93,156	113,030
Less:		
Comprehensive income attributable to non-controlling interests in consolidated funds	(27,734)	(98,943)
Comprehensive (income) loss attributable to non-controlling interests in consolidated subsidiaries	(19,686)	3,228
Comprehensive income attributable to OCG	45,736	17,315
Comprehensive income attributable to preferred unitholders	(6,829)	(6,829)
Comprehensive income attributable to OCG Class A unitholders	\$ 38,907	\$ 10,486

Please see accompanying notes to condensed consolidated financial statements.

Oaktree Capital Group, LLC
Condensed Consolidated Statements of Cash Flows (Unaudited)
(in thousands)

	Three months ended March 31,	
	2023	2022
Cash flows from operating activities:		
Net income	\$ 93,192	\$ 113,623
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Investment income	(51,722)	(11,741)
Depreciation and amortization	—	583
Equity-based compensation	—	1,497
Net realized and unrealized gain from consolidated funds' investments	(6,498)	(39,134)
Accretion of original issue and market discount of consolidated funds' investments, net	(7,819)	(7,223)
Distributions of investment income and settlements of derivative instruments	(10,687)	10,898
Other non-cash items	(35)	—
Cash flows due to changes in operating assets and liabilities:		
Decrease in deferred tax assets	—	505
Decrease (Increase) in other assets	(975)	4,942
Decrease in net due from affiliates	164,302	312,556
Decrease in accrued compensation expense	(9,483)	(105,324)
Decrease in accounts payable, accrued expenses and other liabilities	(1,252)	(3,145)
Cash flows due to changes in operating assets and liabilities of consolidated funds:		
Increase in dividends and interest receivable	(4,696)	(11,352)
Decrease (increase) in due from brokers	34,749	(39,158)
Increase in receivables for securities sold	(28,500)	(44,608)
Decrease (increase) in other assets	(9,606)	12,401
Decrease in accounts payable, accrued expenses and other liabilities	(977)	(10,383)
Increase (decrease) in payables for securities purchased	(21,333)	19,641
Purchases of securities	(1,369,074)	(3,092,034)
Proceeds from maturities and sales of securities	1,073,860	2,185,654
Net cash (used) provided in operating activities	<u>(156,554)</u>	<u>(701,802)</u>
Cash flows from investing activities:		
Purchases of U.S. Treasury and other securities	—	(4,425)
Corporate investments in funds and companies	(43,547)	(21,922)
Distributions and proceeds from corporate investments in funds and companies	71,563	14,031
Purchases of fixed assets	—	(96)
Net cash (used) provided by investing activities	<u>28,016</u>	<u>(12,412)</u>

(continued)

Please see accompanying notes to condensed consolidated financial statements.

Oaktree Capital Group, LLC
Condensed Consolidated Statements of Cash Flows (Unaudited) — (Continued)
(in thousands)

	Three months ended March 31,	
	2023	2022
Cash flows from financing activities:		
Capital contributions, net	\$ 149,214	\$ 111,211
Distributions to Class A unitholders	(1,576)	(94,964)
Distributions to OCGH unitholders	(6,274)	(54,703)
Distributions to preferred unitholders	(6,829)	(6,829)
<i>Cash flows from financing activities of consolidated funds:</i>		
Contributions from non-controlling interests	606,515	533,419
Distributions to non-controlling interests	(29,533)	(89,928)
Proceeds from debt obligations issued by CLOs	—	528,876
Payment of debt issuance costs	—	(2,275)
Repayment on debt obligations issued by CLOs	—	(237,540)
Borrowings on credit facilities	50,300	242,749
Repayments on credit facilities	(352,101)	(220,637)
Net cash provided by financing activities	<u>409,716</u>	<u>709,379</u>
Effect of exchange rate changes on cash	5,300	3,686
Net (decrease) increase in cash and cash-equivalents	286,478	(1,149)
Cash and cash-equivalents, beginning balance	176,130	1,159,119
Cash and cash-equivalents, ending balance	<u>\$ 462,608</u>	<u>\$ 1,157,970</u>
<u>Reconciliation of cash and cash-equivalents</u>		
Cash and cash-equivalents – Oaktree	\$ 163,450	\$ 121,325
Cash and cash-equivalents – consolidated funds	299,158	1,036,645
Total cash and cash-equivalents	<u>\$ 462,608</u>	<u>\$ 1,157,970</u>

Please see accompanying notes to condensed consolidated financial statements.

Oaktree Capital Group, LLC
Condensed Consolidated Statements of Changes in Unitholders' Capital (Unaudited)
(in thousands)

Oaktree Capital Group, LLC									
	Class A Units	Class B Units	Series A Preferred Units	Series B Preferred Units	Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Unitholders' Capital
Unitholders' capital as of December 31, 2022	103,081	56,922	\$ 173,669	\$ 226,915	\$ 908,142	\$ 246,353	\$ (9,101)	\$ 360,660	\$ 1,906,638
Activity for the three months ended:									
Net issuance of units	—	122	—	—	—	—	—	—	—
Cancellation of units associated with forfeitures	—	(9)	—	—	—	—	—	—	—
Capital contributions	—	—	—	—	150,000	—	—	—	150,000
Equity reallocation between controlling and non-controlling interests	—	—	—	—	(2,271)	—	—	1,785	(486)
Capital increase related to equity-based compensation	—	—	—	—	—	—	—	—	—
Distributions declared	—	—	(2,981)	(3,848)	—	(1,576)	—	(6,274)	(14,679)
Net income	—	—	2,981	3,848	—	38,929	—	19,700	65,458
Foreign currency translation adjustment, net of tax	—	—	—	—	—	—	(22)	(14)	(36)
Unitholders' capital as of March 31, 2023	<u>103,081</u>	<u>57,035</u>	<u>\$ 173,669</u>	<u>\$ 226,915</u>	<u>\$ 1,055,871</u>	<u>\$ 283,706</u>	<u>\$ (9,123)</u>	<u>\$ 375,857</u>	<u>\$ 2,106,895</u>

Oaktree Capital Group, LLC									
	Class A Units	Class B Units	Series A Preferred Units	Series B Preferred Units	Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests in Consolidated Subsidiaries	Total Unitholders' Capital
Unitholders' capital as of December 31, 2021	99,137	60,783	\$ 173,669	\$ 226,915	\$ 1,011,333	\$ 251,791	\$ (3,334)	\$ 612,228	\$ 2,272,602
Activity for the three months ended:									
Net issuance of units	—	3	—	—	—	—	—	—	—
Cancellation of units associated with forfeitures	—	(7)	—	—	—	—	—	—	—
Capital contributions	—	—	—	—	112,500	—	—	—	112,500
Equity reallocation between controlling and non-controlling interests	—	—	—	—	14,275	—	—	(15,564)	(1,289)
Capital increase related to equity-based compensation	—	—	—	—	929	—	—	569	1,498
Distributions declared	—	—	(2,981)	(3,848)	—	(96,591)	—	(55,700)	(159,120)
Net income	—	—	2,981	3,848	—	10,853	—	(3,002)	14,680
Foreign currency translation adjustment, net of tax	—	—	—	—	—	—	(367)	(226)	(593)
Unitholders' capital as of March 31, 2022	<u>99,137</u>	<u>56,783</u>	<u>\$ 173,669</u>	<u>\$ 226,915</u>	<u>\$ 1,139,037</u>	<u>\$ 166,053</u>	<u>\$ (3,701)</u>	<u>\$ 538,305</u>	<u>\$ 2,240,278</u>

Please see accompanying notes to condensed consolidated financial statements.

Oaktree Capital Group, LLC
Notes to Condensed Consolidated Financial Statements (Unaudited)
March 31, 2023
(\$ in thousands, except where noted)

1. ORGANIZATION AND BASIS OF PRESENTATION

As used in these condensed consolidated financial statements:

“Oaktree” refers to the Oaktree Operating Group and, where applicable, their respective subsidiaries and affiliates; and the “Company” refers to Oaktree Capital Group, LLC and, where applicable, its subsidiaries and affiliates.

Oaktree is a leader among global investment managers specializing in alternative investments. Oaktree emphasizes an opportunistic, value-oriented and risk-controlled approach to investments in credit, private equity, real assets and listed equities. Funds managed by Oaktree (the “Oaktree funds”) include commingled funds, separate accounts, collateralized loan obligation vehicles (“CLOs”) and business development companies (“BDCs”). Commingled funds include open-end and closed-end limited partnerships in which Oaktree makes an investment and for which it serves as the general partner. CLOs are structured finance vehicles in which Oaktree typically makes an investment and for which it serves as collateral manager.

Oaktree Capital Group, LLC is a Delaware limited liability company that was formed on April 13, 2007. The Company’s issued and outstanding member interests are divided into certain classes and series of units. The Company’s outstanding units are held by (i) an affiliate of Brookfield Corporation (formerly known as Brookfield Asset Management, Inc.) (“Brookfield”) as the sole holder of the Company’s Class A common units, (ii) preferred unitholders as the holders of Series A and Series B preferred units listed on the NYSE, which represent only the right to receive certain distributions from the Company and such other rights as are specified in the relevant preferred unit designations, and (iii) Oaktree Capital Group Holdings, L.P. (“OCGH”) as the sole holder of the Company’s Class B common units, which units do not represent an economic interest in the Company. OCGH is owned by Oaktree’s senior executives, current and former employees, and certain other investors (collectively, the “OCGH unitholders”). Subject to the operating agreement of the Company, to the extent the approval of any matter requires the vote of the Company’s unitholders, the Class A units are entitled to one vote per unit and the Class B units are entitled to ten votes per unit, voting together as a single class.

The Company’s current ownership and operational structure were the results of certain mergers with affiliates of Brookfield completed on September 30, 2019 (the “Mergers”) and subsequent restructurings completed on October 1, 2019 in connection with the Mergers (the “2019 Restructuring”) and on November 30, 2022 (“Effective Date”) in connection with an internal Oaktree reorganization to facilitate the separation of Brookfield’s capital business and asset management business (the “2022 Restructuring”). See Part I, Item I included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2019 filed with the Securities and Exchange Commission (“SEC”) on March 2, 2020 for more information regarding the Mergers and the 2019 Restructuring. See Item 1.01 of the Company’s Current Report on Form 8-K filed with the SEC on December 6, 2022 for more information about the 2022 Restructuring.

The Oaktree business is conducted through a group of six operating entities collectively referred to as the “Oaktree Operating Group.” The Oaktree Operating Group consists of: (i) Oaktree Capital I, L.P. (“Oaktree Capital I”), which acts as or controls the general partner of certain Oaktree funds and which holds a majority of Oaktree’s investments in its funds; (ii) Oaktree Capital II, L.P. (“Oaktree Capital II”), a series limited partnership which acts as or controls the general partner of certain Oaktree funds and which includes Oaktree’s investments in certain funds and other businesses, including Oaktree’s investment in DoubleLine Capital, L.P., (iii) OCM, (iv) Oaktree Capital Management (Cayman), L.P. (“OCM Cayman”), which represents Oaktree’s non-U.S. fee business; (v) Oaktree Investment Holdings, L.P. (“Oaktree Investment Holdings”), which holds certain corporate investments in other entities and (vi) Oaktree AIF Investments, L.P. (“Oaktree AIF”), which primarily holds interests in certain Oaktree fund investments for regulatory and structuring purposes.

From the date of the 2019 Restructuring until the date of the 2022 Restructuring, the Company’s operations were conducted through indirect economic interests in only two of these six Oaktree Operating Group entities, specifically Oaktree Capital I and OCM Cayman. As a result of the 2022 Restructuring, however, the Company (i) distributed all of its interests in the economic shares of Oaktree Holdings, Ltd., the parent entity of OCM Cayman, to

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its sole Class A unitholder and (ii) transferred all of its interests in the voting shares of Oaktree Holdings, Ltd. to Atlas OCM Holdings, LLC which is a non-subsiary affiliate of the Company. Accordingly, subsequent to the 2022 Restructuring, the Company's operations are now conducted through an indirect economic interest in only one of the Oaktree Operating Group entities, specifically Oaktree Capital I, and because the Company no longer controls or has an economic interest in OCM Cayman, OCM Cayman was deconsolidated as of the Effective Date of the 2022 Restructuring. Additionally, the Company concluded that it is no longer the primary beneficiary for CLOs as their direct ownership interests are held by OCM Cayman.

Subsequent to the 2022 Restructuring, the Company operates its business, in part, with service or subadvisory agreements that cover investment management and other supporting services either provided to, or provided by, OCM, OCM Cayman or their respective subsidiaries acting in their respective capacities as the investment manager of Oaktree funds. Prior to the 2022 Restructuring, the Company's employees directly provided investment management and administrative support for its non-U.S. fee-based operations, while providing investment management, marketing and administrative services to OCM. The Company received fees from OCM for providing these services and paid fees to OCM based on the cost of administrative services it provides to the Company, including portions of certain of the Company's executive officers' compensation. Subsequent to the 2022 Restructuring, the Company will no longer receive such fee-based income from OCM but will continue to pay fees to OCM for services it provides to the Company.

Subsequent to the 2022 Restructuring, the Company's revenue will continue to include the incentive income generated by certain funds that OCM manages for which the Company acts as general partners and the investment income earned from the investments the Company makes in Oaktree funds, third-party funds and other companies. Investment income generally reflects the investment return on a mark-to-market basis and the Company's equity participation on the amounts that it invests in Oaktree and third-party funds.

OCM, an affiliate of the Company, provides certain administrative and other services relating to the operations of the Company's business pursuant to a Services Agreement between the Company and OCM (as amended from time to time, the "Services Agreement").

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial information. The condensed consolidated financial statements, including these notes, are unaudited and exclude some of the disclosures required in annual financial statements. Management believes it has made all necessary adjustments (consisting of only normal recurring items) such that the condensed consolidated financial statements are presented fairly and that estimates made in preparing its condensed consolidated financial statements are reasonable and prudent. The operating results presented for interim periods are not necessarily indicative of the results that may be expected for any other interim period or for the entire year. The condensed consolidated financial statements include the accounts of the Company, its wholly-owned or majority-owned subsidiaries and entities in which the Company is deemed to have a direct or indirect controlling financial interest based on either a variable interest model or voting interest model. Certain of the Oaktree funds consolidated by the Company are investment companies that follow a specialized basis of accounting established by GAAP. All intercompany transactions and balances have been eliminated in consolidation.

These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements of the Company for the year ended December 31, 2022 included in the Company's Annual Report on Form 10-K filed with the SEC on March 21, 2023.

Use of Estimates

The preparation of the condensed consolidated financial statements in accordance with GAAP requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the condensed consolidated financial statements, as well as the reported amounts of income and expenses during the period then ended. Actual results could differ from these estimates.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Policies of the Company

Consolidation

The Company consolidates entities in which it has a direct or indirect controlling financial interest based on either a variable interest model or voting interest model. A limited partnership or similar entity is a variable interest entity ("VIE") if the unaffiliated limited partners do not have substantive kick-out or participating rights. Most of the Oaktree funds are VIEs because they have not granted unaffiliated limited partners substantive kick-out or participating rights. The Company consolidates those VIEs in which it is the primary beneficiary. An entity is deemed to be the primary beneficiary if it holds a controlling financial interest. A controlling financial interest is defined as (a) the power to direct the activities of a VIE that most significantly impact the entity's economic performance and (b) the obligation to absorb losses of the entity or the right to receive benefits from the entity that could potentially be significant to the VIE. The consolidation guidance requires an analysis to determine (a) whether an entity in which the Company holds a variable interest is a VIE and (b) whether the Company's involvement, through holding interests directly or indirectly in the entity or contractually through other variable interests (e.g., management and performance-based fees), would give it a controlling financial interest. A decision maker's fee arrangement is not considered a variable interest if (a) it is compensation for services provided, commensurate with the level of effort required to provide those services, and part of a compensation arrangement that includes only terms, conditions or amounts that are customarily present in arrangements for similar services negotiated at arm's length ("at-market"), and (b) the decision maker does not hold any other variable interests that absorb more than an insignificant amount of the potential VIE's expected residual returns.

The Company determines whether it is the primary beneficiary of a VIE at the time it becomes involved with a VIE and reconsiders that conclusion at each reporting date. In evaluating whether the Company is the primary beneficiary, the Company evaluates its economic interests in the entity held either directly by the Company or indirectly through related parties. The consolidation analysis can generally be performed qualitatively; however, if it is not readily apparent that the Company is not the primary beneficiary, a quantitative analysis may also be performed. Investments and redemptions (either by the Company, affiliates of the Company or third parties) or amendments to the governing documents of the respective Oaktree funds could affect an entity's status as a VIE or the determination of the primary beneficiary. The Company does not consolidate most of the Oaktree funds because it is not the primary beneficiary of those funds due to the fact that its fee arrangements are considered at-market and thus not deemed to be variable interests, and it does not hold any other interests in those funds that are considered to be more than insignificant. Please see note 4 for more information regarding both consolidated and unconsolidated VIEs. For entities that are not VIEs, consolidation is evaluated through a majority voting interest model.

"Consolidated funds" refers to Oaktree-managed funds and CLOs that the Company is required to consolidate. When funds or CLOs are consolidated, the Company reflects the assets, liabilities, revenues, expenses and cash flows of the funds or CLOs on a gross basis, and the majority of the economic interests in those funds or CLOs, which are held by third-party investors, are reflected as non-controlling interests in consolidated funds or debt obligations of CLOs in the condensed consolidated financial statements. All of the revenues earned by the Company as investment manager of the consolidated funds are eliminated in consolidation. However, because the eliminated amounts are earned from and funded by third-party investors, the consolidation of a fund does not impact net income or loss attributable to the Company.

As a result of the 2022 Restructuring, the Company no longer controls OCM Cayman and therefore OCM Cayman was deconsolidated as of the Effective Date. Additionally, the Company concluded that it was no longer the primary beneficiary for CLOs as their direct ownership interests are held by OCM Cayman.

Certain entities in which the Company has the ability to exert significant influence, including unconsolidated Oaktree funds for which the Company acts as general partner, are accounted for under the equity method of accounting.

Non-controlling Redeemable Interests in Consolidated Funds

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The Company records non-controlling interests to reflect the economic interests of the unaffiliated limited partners in Oaktree-managed funds and the class A ordinary shareholders in Oaktree sponsored SPACs. These interests are presented as non-controlling redeemable interests in consolidated funds within the condensed consolidated statements of financial condition, outside of the permanent capital section. Limited partners in open-end and evergreen funds generally have the right to withdraw their capital, subject to the terms of the respective limited partnership agreements, over periods ranging from one month to three years. While limited partners in consolidated closed-end funds generally have not been granted redemption rights, these limited partners do have withdrawal or redemption rights in certain limited circumstances that are beyond the control of the Company, such as instances in which retaining the limited partnership interest could cause the limited partner to violate a law, regulation or rule. For Oaktree sponsored SPACs, the class A ordinary shareholders have redemption rights that are considered to be outside of the Company's control. These shares are presented as non-controlling redeemable interests on the Company's condensed consolidated statements of financial condition.

The allocation of net income or loss to non-controlling redeemable interests in consolidated funds and Oaktree sponsored SPACs is based on the relative ownership interests of the unaffiliated limited partners after the consideration of contractual arrangements that govern allocations of income or loss. At the consolidated level, potential incentives are allocated to non-controlling redeemable interests in consolidated funds until such incentives become allocable to the Company under the substantive contractual terms of the limited partnership agreements of the funds.

Non-controlling Interests in Consolidated Subsidiaries

Non-controlling interests in consolidated subsidiaries reflect the portion of unitholders' capital attributable to OCGH unitholders ("OCGH non-controlling interest") and third parties. All non-controlling interests in consolidated subsidiaries are attributed a share of income or loss in the respective consolidated subsidiary based on the relative economic interests of the OCGH unitholders or third parties after consideration of contractual arrangements that govern allocations of income or loss. Please see note 10 for more information.

Fair Value of Financial Instruments

GAAP establishes a hierarchical disclosure framework that prioritizes the inputs used in measuring financial instruments at fair value into three levels based on their market observability. Market price observability is affected by a number of factors, such as the type of instrument and the characteristics specific to the instrument. Financial instruments with readily available quoted prices from an active market or for which fair value can be measured based on actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgment inherent in measuring fair value.

Financial assets and liabilities measured and reported at fair value are classified as follows:

- Level I – Quoted unadjusted prices for identical instruments in active markets to which the Company has access at the date of measurement. The types of investments in Level I include exchange-traded equities, debt and derivatives with quoted prices.
- Level II – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are directly or indirectly observable. Level II inputs include interest rates, yield curves, volatilities, prepayment risks, loss severities, credit risks and default rates. The types of investments in Level II generally include corporate bonds and loans, government and agency securities, less liquid and restricted equity investments, over-the-counter traded derivatives, debt obligations of consolidated CLOs, and other investments where the fair value is based on observable inputs.
- Level III – Valuations for which one or more significant inputs are unobservable. These inputs reflect the Company's assessment of the assumptions that market participants use to value the investment based on the best available information. Level III inputs include prices of quoted securities in markets for which there are few transactions, less public information exists or prices vary among brokered market makers. The types of investments in Level III include non-publicly traded equity, debt, real estate and derivatives.

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In some instances, the inputs used to value an instrument may fall into multiple levels of the fair-value hierarchy. In such instances, the instrument's level within the fair-value hierarchy is based on the lowest of the three levels (with Level III being the lowest) that is significant to the fair-value measurement. The Company's assessment of the significance of an input requires judgment and considers factors specific to the instrument. Transfers of assets into or out of each fair value hierarchy level as a result of changes in the observability of the inputs used in measuring fair value are accounted for as of the beginning of the reporting period. Transfers resulting from a specific event, such as a reorganization or restructuring, are accounted for as of the date of the event that caused the transfer.

In the absence of observable market prices, the Company values Level III investments inclusive of the Company's investments in unconsolidated Oaktree funds using valuation methodologies applied on a consistent basis. The quarterly valuation process for Level III investments begins with each portfolio company, property or security being valued by the investment and/or valuation teams. With the exception of open-end funds, all unquoted Level III investment values are reviewed and approved by (i) the Company's valuation officer, who is independent of the investment teams, (ii) a designated investment professional of each strategy and (iii) for a substantial majority of unquoted Level III holdings as measured by market value, a valuation committee of the respective strategy. For open-end funds, unquoted Level III investment values are reviewed and approved by the Company's valuation officer. For certain investments, the valuation process also includes a review by independent valuation parties, at least annually, to determine whether the fair values determined by management are reasonable. Results of the valuation process are evaluated each quarter, including an assessment of whether the underlying calculations should be adjusted or recalibrated. In connection with this process, the Company periodically evaluates changes in fair-value measurements for reasonableness, considering items such as industry trends, general economic and market conditions, and factors specific to the investment.

Certain assets are valued using prices obtained from pricing vendors or brokers. The Company seeks to obtain prices from at least two pricing vendors for the subject or similar securities. In cases where vendor pricing is not reflective of fair value, a secondary vendor is unavailable, or no vendor pricing is available, a comparison value made up of quotes for the subject or similar securities received from broker dealers may be used. These investments may be classified as Level III because the quoted prices may be indicative in nature for securities that are in an inactive market, may be for similar securities, or may require adjustment for investment-specific factors or restrictions. The Company evaluates the prices obtained from brokers or pricing vendors based on available market information, including trading activity of the subject or similar securities, or by performing a comparable security analysis to ensure that fair values are reasonably estimated. The Company also performs back-testing of valuation information obtained from pricing vendors and brokers against actual prices received in transactions. In addition to ongoing monitoring and back-testing, the Company performs due diligence procedures surrounding pricing vendors to understand their methodology and controls to support their use in the valuation process.

Derivatives and Hedging

A derivative is a financial instrument whose value is derived from an underlying financial instrument or index, such as interest rates, equity securities, currencies, commodities or credit spreads. Derivatives include futures, forwards, swaps or option contracts, and other financial instruments with similar characteristics. Derivative contracts often involve future commitments to exchange interest payment streams or currencies based on a notional or contractual amount (e.g., interest-rate swaps, foreign-currency forwards or cross-currency swaps).

The Company enters into derivatives as part of its overall risk management strategy or to facilitate its investment management activities. The Company manages its exposure to interest rate and foreign exchange market risks, when deemed appropriate, through the use of derivatives, including foreign currency forward and option contracts, interest-rate and cross currency swaps with financial counterparties. Risks associated with fluctuations in interest rates and foreign-currency exchange rates in the normal course of business are addressed as part of the Company's overall risk management strategy that may result in the use of derivatives to economically hedge or reduce these exposures. From time to time, the Company may enter into (a) foreign-currency option and forward contracts to reduce earnings and cash-flow volatility associated with changes in foreign-currency exchange rates, and (b) interest-rate swaps to manage all or a portion of the interest-rate risk associated with its variable-rate borrowings. As a result of the use of these or other derivative contracts, the Company is exposed to the risk that counterparties will fail to fulfill their contractual obligations. The Company attempts to mitigate this counterparty risk

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by entering into derivative contracts only with major financial institutions that have investment-grade credit ratings. Counterparty credit risk is evaluated in determining the fair value of derivatives.

The Company recognizes all derivatives as assets or liabilities in its condensed consolidated statements of financial condition at fair value. In connection with its derivative activities, the Company generally enters into agreements subject to enforceable master netting arrangements that allow the Company to offset derivative assets and liabilities in the same currency by specific derivative type or, in the event of default by the counterparty, to offset derivative assets and liabilities with the same counterparty. While these derivatives are eligible to be offset in accordance with applicable accounting guidance, the Company has elected to present derivative assets and liabilities based on gross fair value in its condensed consolidated statements of financial condition.

When the Company enters into a derivative contract, it may or may not elect to designate the derivative as a hedging instrument and apply hedge accounting as part of its overall risk management strategy. In other situations, when a derivative does not qualify for hedge accounting or when the derivative and the hedged item are both recorded in current-period earnings and thus deemed to be economic hedges, hedge accounting is not applied. Freestanding derivatives are financial instruments that we enter into as part of our overall risk management strategy but do not utilize hedge accounting. These financial instruments may include foreign-currency exchange contracts, interest-rate swaps and other derivative contracts.

Cash and Cash-equivalents

Cash and cash-equivalents include demand deposit accounts, money market funds, and other short-term investments with maturities of three months or less at the date of acquisition.

At March 31, 2023 and December 31, 2022, the Company had cash balances with financial institutions in excess of Federal Deposit Insurance Corporation insured limits. The Company monitors the credit standing of these financial institutions.

Corporate Investments

Corporate investments may consist of investments in funds, companies in which the Company does not have a controlling financial interest, equities received as part of our sponsorship of SPACs, and non-investment grade debt securities. Investments for which the Company is deemed to exert significant influence are accounted for under the equity method of accounting and reflect Oaktree's ownership interest in each fund or company. In the case of investments for which the Company is not deemed to exert significant influence or control, the fair value option of accounting has been elected. Investment income represents the Company's pro-rata share of income or loss from these funds or companies, or the change in fair value of the investment, as applicable. Oaktree's general partnership interests are substantially illiquid. While investments in funds reflect each respective fund's holdings at fair value, equity-method investments in companies are not adjusted to reflect the fair value of the underlying company. The fair value of the underlying investments in Oaktree funds is based on the Company's assessment, which takes into account expected cash flows, earnings multiples and/or comparisons to similar market transactions, among other factors. Valuation adjustments reflecting consideration of credit quality, concentration risk, sales restrictions and other liquidity factors are integral to valuing these instruments.

Non-investment grade debt securities include domestic and international corporate fixed and floating rating debt and structured credit investments. These securities are classified as trading and are recorded at fair value with changes in fair value included in investment income.

Revenue Recognition

The Company earns income from the investment advisory services it provides to its customers. Revenue is recognized when control of the promised services is transferred to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services. The Company typically enters into contracts with investment funds to provide investment management and administrative services. These services are generally capable of being distinct and each is accounted for as separate performance obligations comprised of distinct service periods because the services are performed over time. The Company determined that for accounting purposes, based on certain facts and circumstances specific to each investment fund structure, that

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either the investment fund or individual investors may be considered the customer with respect to commingled funds, while the individual investors are the customers with respect to separate account and fund-of-one vehicles.

Incentive Income

Incentive income generally represents 20% of each closed-end fund's profits, subject to the return of contributed capital and a preferred return of typically 8% per annum, and up to 20% of certain evergreen fund's annual profits, subject to high-water marks or hurdle rates. Incentive income is recognized when it is probable that a significant reversal will not occur. Revenue recognition is typically met (a) for closed-end funds, only after all contributed capital and the preferred return on that capital have been distributed to the fund's investors, and (b) for certain evergreen funds, at the conclusion of each annual measurement period. Potential incentive income is highly susceptible to market volatility, the judgment and actions of third parties, and other factors outside of the Company's control. The Company's experience has demonstrated little predictive value in the amount of potential incentive income ultimately earned due to the highly uncertain nature of returns inherent in the markets and contingencies associated with many realization events. As a result, the amount of incentive income recognized in any given period is generally determined after giving consideration to a number of factors, including whether the fund is in its investment or liquidation period, and the nature and level of risk associated with changes in fair value of the remaining assets in the fund. In general, it would be unlikely that any amount of potential incentive income would be recognized until (a) the uncertainty is resolved or (b) the fund is near final liquidation, assets are under contract for sale or are at low risk of significant fluctuation in fair value, and the assets are significantly in excess of the threshold at which incentive income would be earned.

Incentives received by the Company before the revenue recognition criteria have been met are deferred and recorded as a deferred incentive income liability within accounts payable, accrued expenses and other liabilities in the condensed consolidated statements of financial condition. The Company may receive tax distributions related to taxable income allocated by funds, which are treated as an advance of incentive income and subject to the same recognition criteria. Tax distributions are contractually not subject to clawback.

The Company may earn incentive income upon deconsolidation of a SPAC arising from the completion of a merger with an identified target. Upon deconsolidation, the Company will derecognize the net assets of the entity and record any gain or loss related to the remeasurement of its investments to fair value as incentive income in its condensed consolidated statements of operations. Subsequent fair value changes in the Company's investments held in the entity will be recorded in investment income in its condensed consolidated statements of operations.

Total Compensation and Benefits

Incentive Income Compensation

Incentive income compensation expense primarily reflects compensation directly related to incentive income, which generally consists of percentage interests (sometimes referred to as "points" or an allocation of shares received upon the completion of a successful SPAC merger) that the Company grants to its investment professionals associated with the particular fund or SPAC that generated the incentive income, and secondarily, compensation directly related to investment income. The Company has an obligation to pay a fixed percentage of the incentive income earned from a particular fund or SPAC, including income from consolidated funds that is eliminated in consolidation, to specified investment professionals responsible for the management of the fund or SPAC. Amounts payable pursuant to these arrangements are recorded as compensation expense when they have become probable and reasonably estimable. The Company's determination of the point at which it becomes probable and reasonably estimable that incentive income compensation expense should be recorded is based on its assessment of numerous factors, particularly those related to the profitability, realizations, distribution status, investment profile and commitments or contingencies of the individual funds that may give rise to incentive income or the completion of a merger by an Oaktree sponsored SPAC. Incentive income compensation is generally expensed in the period in which the underlying income is recognized. Payment of incentive income compensation generally occurs in the same period the related income is received or in the next period. Participation in incentive income generated by the funds or SPACs is subject to forfeiture upon departure and to vesting provisions (generally over a period of five years), in each case, under certain circumstances set forth in the applicable governing

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documents. These provisions are generally only applicable to incentive income compensation that has not yet been recognized as an expense by the Company or paid to the participant.

Other Income (Expense), Net

Other income (expense), net represents non-operating income or expense items.

Income Taxes

The Company is a publicly traded partnership. Because it satisfies the qualifying income test, it is not required to be treated as a corporation for U.S. federal and state income tax purposes; rather it is taxed as a partnership.

The Company analyzes its tax filing positions for all open tax years in all of the U.S. federal, state and local tax jurisdictions where it is required to file income tax returns. If the Company determines that uncertainties in tax positions exist, a reserve is established. The Company recognizes accrued interest and penalties related to uncertain tax positions within income tax expense in the condensed consolidated statements of operations.

Tax laws are complex and subject to different interpretations by the taxpayer and respective governmental taxing authorities. Significant judgment is required in determining tax expense and in evaluating tax positions, including evaluating uncertainties. The Company reviews its tax positions quarterly and adjusts its tax balances as new information becomes available.

The Oaktree funds are generally not subject to U.S. federal and state income taxes and, consequently, no income tax provision has been made in the accompanying condensed consolidated financial statements because individual partners are responsible for their proportionate share of the taxable income.

Accounting Policies of Consolidated Funds

Investment Transactions and Income Recognition

The consolidated funds record investment transactions at cost on trade date for publicly-traded securities or when they have an enforceable right to acquire the security, which is generally on the closing date if not publicly traded. Realized gains and losses on investments are recorded on a specific-identification basis. The consolidated funds record dividend income on the ex-dividend date and interest income on an accrual basis, unless the related investment is in default or if collection of the income is otherwise considered doubtful. The consolidated funds may hold investments that provide for interest payable in-kind rather than in cash, in which case the related income is recorded at its estimated net realizable amount.

Income Taxes

The consolidated funds may invest in operating entities that are treated as partnerships for U.S. federal income tax purposes which may give rise to unrelated business taxable income or income effectively connected with a U.S. trade or business. In such situations, the consolidated funds permit certain investors to elect to participate in these investments through a "blocker structure" using entities that are treated as corporations for U.S. federal income tax purposes and are generally subject to U.S. federal, state and local taxes. The consolidated funds withhold blocker expenses and tax payments from electing limited partners, which are treated as deemed distributions to such limited partners pursuant to the terms of the respective limited partnership agreement.

Foreign Currency

Investments denominated in non-U.S. currencies are recorded in the condensed consolidated financial statements after translation into U.S. dollars utilizing rates of exchange on the last business day of the period. Interest and dividend income is recorded net of foreign withholding taxes and calculated using the exchange rate in effect when the income is recognized. The effect of changes in exchange rates on assets and liabilities, income, and realized gains or losses is included as part of net realized gain (loss) on consolidated funds' investments and net change in unrealized appreciation (depreciation) on consolidated funds' investments in the condensed consolidated statements of operations.

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Cash and Cash-equivalents

Cash and cash-equivalents held at the consolidated funds represent cash that, although not legally restricted, is not available to support the general liquidity needs of the Company as the use of such amounts is generally limited to the investment activities of the consolidated funds. Cash-equivalents, a Level 1 valuation, include highly liquid investments such as money market funds, whose carrying value approximates fair value due to its short-term nature.

Receivable for Investments Sold

Receivables for investments sold by the consolidated funds are recorded at net realizable value. Changes in net realizable value are reflected within net change in unrealized appreciation (depreciation) on consolidated funds' investments and realizations are reflected within net realized gain on consolidated funds' investments in the condensed consolidated statements of operations.

Investments, at Fair Value

The consolidated funds include investment limited partnerships and CLOs that reflect their investments, including majority-owned and controlled investments, at fair value. The Company has retained the specialized investment company accounting guidance for investment limited partnerships with respect to consolidated investments and has elected the fair value option for the financial assets of CLOs. Thus, the consolidated investments are reflected in the condensed consolidated statements of financial condition at fair value, with unrealized gains and losses resulting from changes in fair value reflected as a component of net change in unrealized appreciation (depreciation) on consolidated funds' investments in the condensed consolidated statements of operations. Fair value is the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (i.e., the exit price).

Non-publicly traded debt and equity securities and other securities or instruments for which reliable market quotations are not available are valued by management using valuation methodologies applied on a consistent basis. These securities may initially be valued at the acquisition price as the best indicator of fair value. The Company reviews the significant unobservable inputs, valuations of comparable investments and other similar transactions for investments valued at acquisition price to determine whether another valuation methodology should be utilized. Subsequent valuations will depend on the facts and circumstances known as of the valuation date and the application of valuation methodologies as further described below under "—Non-publicly Traded Equity and Real Estate Investments." The fair value may also be based on a pending transaction expected to close after the valuation date.

Exchange-traded Investments

Securities listed on one or more national securities exchanges are valued at their last reported sales price on the date of valuation. If no sale occurred on the valuation date, the security is valued at the mean of the last "bid" and "ask" prices on the valuation date. Securities that are not readily marketable due to legal restrictions that may limit or restrict transferability are generally valued at a discount from quoted market prices. The discount would reflect the amount market participants would require due to the risk relating to the inability to access a public market for the security for the specified period and would vary depending on the nature and duration of the restriction and the perceived risk and volatility of the underlying securities. Securities with longer duration restrictions or higher volatility are generally valued at a higher discount. Such discounts are generally estimated based on put option models or an analysis of market studies. Instances where the Company has applied discounts to quoted prices of restricted listed securities have been infrequent. The impact of such discounts is not material to the Company's condensed consolidated statements of financial condition and results of operations for all periods presented.

Credit-oriented Investments (including Real Estate Loan Portfolios)

Investments in corporate and government debt which are not listed or admitted to trading on any securities exchange are valued at the mean of the last bid and ask prices on the valuation date based on quotations supplied by recognized quotation services or by reputable broker-dealers.

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The market-yield approach is considered in the valuation of non-publicly traded debt securities, utilizing expected future cash flows and discounted using estimated current market rates. Discounted cash-flow calculations may be adjusted to reflect current market conditions and/or the perceived credit risk of the borrower. Consideration is also given to a borrower's ability to meet principal and interest obligations; this may include an evaluation of collateral and/or the underlying value of the borrower utilizing techniques described below under "—Non-publicly Traded Equity and Real Estate Investments."

Non-publicly Traded Equity and Real Estate Investments

The fair value of equity and real estate investments is determined using a cost, market or income approach. The cost approach is based on the current cost of reproducing a real estate investment less deterioration and functional and economic obsolescence. The market approach utilizes valuations of comparable public companies and transactions, and generally seeks to establish the enterprise value of the portfolio company or investment property using a market-multiple methodology. This approach takes into account the financial measure (such as EBITDA, adjusted EBITDA, free cash flow, net operating income, net income, book value or net asset value) believed to be most relevant for the given company or investment property. Consideration also may be given to factors such as acquisition price of the security or investment property, historical and projected operational and financial results for the portfolio company, the strengths and weaknesses of the portfolio company or investment property relative to its comparable companies or properties, industry trends, general economic and market conditions, and others deemed relevant. The income approach is typically a discounted cash-flow method that incorporates expected timing and level of cash flows. It incorporates assumptions in determining growth rates, income and expense projections, discount and capitalization rates, capital structure, terminal values, and other factors. The applicability and weight assigned to market and income approaches are determined based on the availability of reliable projections and comparable companies and transactions.

The valuation of securities may be impacted by expectations of investors' receptiveness to a public offering of the securities, the size of the holding of the securities and any associated control, information with respect to transactions or offers for the securities (including the transaction pursuant to which the investment was made and the elapsed time from the date of the investment to the valuation date), and applicable restrictions on the transferability of the securities.

These valuation methodologies involve a significant degree of management judgment. Accordingly, valuations by the Company do not necessarily represent the amounts that eventually may be realized from sales or other dispositions of investments. Fair values may differ from the values that would have been used had a ready market for the investment existed, and the differences could be material to the condensed consolidated financial statements.

Securities Sold Short

Securities sold short represent obligations of the consolidated funds to make a future delivery of a specific security and, correspondingly, create an obligation to purchase the security at prevailing market prices (or deliver the security, if owned by the consolidated funds) as of the delivery date. As a result, these short sales create the risk that the funds' obligations to satisfy the delivery requirement may exceed the amount recorded in the accompanying condensed consolidated statements of financial condition.

Securities sold short are recorded at fair value, with the resulting change in value reflected as a component of net change in unrealized appreciation (depreciation) on consolidated funds' investments in the condensed consolidated statements of operations. When the securities are delivered, any gain or loss is included in net realized gain on consolidated funds' investments. The funds maintain cash deposits with prime brokers in order to cover their obligations on short sales. These amounts are included in due from brokers in the condensed consolidated statements of financial condition.

Options

The purchase price of a call option or a put option is recorded as an investment, which is carried at fair value. If a purchased option expires, a loss in the amount of the cost of the option is realized. When there is a closing sale transaction, a gain or loss is realized if the proceeds are greater or less than, respectively, the cost of

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the option. When a call option is exercised, the cost of the security purchased upon exercise is increased by the premium originally paid.

When a consolidated fund writes an option, the premium received is recorded as a liability and is subsequently adjusted to the current fair value of the option written. If a written option expires, a gain is realized in the amount of the premium received. The difference between the premium and the amount paid on effecting a closing purchase transaction, including brokerage commissions, is also treated as a realized gain or loss. The writer of an option bears the market risk of an unfavorable change in the price of the security underlying the written option. Options written are included in accounts payable, accrued expenses and other liabilities in the condensed consolidated statements of financial condition.

Total-return Swaps

A total-return swap is an agreement to exchange cash flows based on an underlying asset. Pursuant to these agreements, a fund may deposit collateral with the counterparty and may pay a swap fee equal to a fixed percentage of the value of the underlying security (notional amount). A fund earns interest on cash collateral held on account with the counterparty and may be required to deposit additional collateral equal to the unrealized appreciation or depreciation on the underlying asset. Changes in the value of the swaps, which are recorded as unrealized gains or losses, are based on changes in the underlying value of the security. All amounts exchanged with the swap counterparty representing capital appreciation or depreciation, dividend income and expense, items of interest income on short proceeds, borrowing costs on short sales, and commissions are recorded as realized gains or losses. Dividend income and expense on the underlying assets are accrued as unrealized gains or losses on the ex-date.

Due From Brokers

Due from brokers represents cash owned by the consolidated funds and cash collateral on deposit with brokers and counterparties that are used as collateral for the consolidated funds' securities and swaps.

Risks and Uncertainties

Certain consolidated funds invest primarily in the securities of entities that are undergoing, or are considered likely to undergo, reorganization, debt restructuring, liquidation or other extraordinary transactions. Investments in such entities are considered speculative and involve substantial risk of principal loss. Certain of the consolidated funds' investments may also consist of securities that are thinly traded, securities and other assets for which no market exists, and securities which are restricted as to their transferability. Additionally, investments are subject to concentration and industry risks, reflecting numerous factors, including political, regulatory or economic issues that could cause the investments and their markets to be relatively illiquid and their prices relatively volatile. Investments denominated in non-U.S. currencies or involving non-U.S. domiciled entities are subject to risks and special considerations not typically associated with U.S. investments. Such risks may include, but are not limited to, investment and repatriation restrictions; currency exchange-rate fluctuations; adverse political, social and economic developments; less liquidity; smaller capital markets; and certain local tax law considerations.

Credit risk is the potential loss that may be incurred from the failure of a counterparty or an issuer to make payments according to the terms of a contract. Some consolidated funds are subject to additional credit risk due to strategies of investing in debt of financially distressed issuers or derivatives, as well as involvement in privately-negotiated structured notes and structured-credit transactions. Counterparties include custodian banks, major brokerage houses and their affiliates. The Company monitors the creditworthiness of the financial institutions with which it conducts business.

Bank debt has exposure to certain types of risk, including interest rate, market, and the potential non-payment of principal and interest as a result of default or bankruptcy of the issuer. Loans are generally subject to prepayment risk, which will affect the maturity of such loans. The consolidated funds may enter into bank debt participation agreements through contractual relationships with a third-party intermediary, causing the consolidated funds to assume the credit risk of both the borrower and the intermediary.

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Certain consolidated funds may invest in real property and real estate-related investments, including commercial mortgage-backed securities (“CMBS”) and real estate loans, that entail substantial inherent risks. There can be no assurance that such investments will increase in value or that significant losses will not be incurred. CMBS are subject to a number of risks, including credit, interest rate, prepayment and market. These risks can be affected by a number of factors, including general economic conditions, particularly those in the area where the related mortgaged properties are located, the level of the borrowers’ equity in the mortgaged properties, and the relative timing and rate of delinquencies and prepayments of mortgage loans bearing a higher rate of interest. Real estate loans include residential or commercial loans that are non-performing at the time of their acquisition or that become non-performing following their acquisition. Non-performing real estate loans may require a substantial amount of workout negotiations or restructuring, which may entail, among other things, a substantial reduction in the interest rate and/or write-down of the principal balance. Moreover, foreclosure on collateral securing one or more real estate loans held by the consolidated funds may be necessary, which may be lengthy and expensive. Residential loans are typically subject to risks associated with the value of the underlying properties, which may be affected by a number of factors including general economic conditions, mortgage qualification standards, local market conditions such as employment levels, the supply of homes, and the safety, convenience and attractiveness of the properties and neighborhoods. Commercial loans are typically subject to risks associated with the ability of the borrower to repay, which may be impacted by general economic conditions, as well as borrower-specific factors including the quality of management, the ability to generate sufficient income to make scheduled principal and interest payments, or the ability to obtain alternative financing to repay the loan.

Certain consolidated funds hold over-the-counter derivatives that may allow counterparties to terminate derivative contracts prior to maturity under certain circumstances, thereby resulting in an accelerated payment of any net liability owed to the counterparty.

Effects of 2022 Restructuring

As a result of the 2022 Restructuring, including the deconsolidation of OCM Cayman and reconsideration of the primary beneficiary of the CLOs, certain accounts related to OCM Cayman and the CLOs are no longer included in the Company’s consolidated financial statements for the three months ended March 31, 2023. The effects of the 2022 Restructuring are summarized as follows:

- The Company’s management fees consisted primarily of fees earned from funds managed by OCM Cayman and sub-advisory fees for services provided to OCM. Subsequent to the 2022 Restructuring, the Company no longer earns management or sub-advisory fees.
- Since the Company’s employees were all employees of OCM Cayman, the Company no longer incurs compensation and benefits expense that is not directly related to incentive income (including salaries, bonuses, compensation based on management fees or a definition of profits, employee benefits, payroll taxes, phantom equity awards, and awards under the long-term incentive plan) or equity-based compensation expense. Compensation and benefits expense subsequent to the 2022 Restructuring represents compensation to our board of directors.
- All of the Company’s lease contracts were obligations of OCM Cayman or its subsidiaries. Accordingly, the Company no longer incurs lease associated costs and no longer reflects right-of-use assets or operating lease liabilities in its statement of financial condition.
- The Company’s furniture and equipment, capitalized software and office leasehold improvements were all associated with OCM Cayman and deconsolidated in conjunction with the 2022 Restructuring. Accordingly, the Company no longer recognizes depreciation or amortization expense.
- While Oaktree Capital I is a non-corporate entity that is not subject to U.S. federal corporate income tax, OCM Cayman has certain subsidiaries that are taxable in non-U.S. jurisdictions. Subsequent to the 2022 Restructuring, the tax balances related to OCM Cayman were deconsolidated and the Company will no longer incur income tax expense.

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- Since OCM Cayman included the Company's foreign subsidiaries with non-U.S. dollar functional currencies, the Company no longer has foreign operations. Prior to the 2022 Restructuring, translation adjustments were included in other comprehensive income (loss) within the condensed consolidated statements of operations.
- The Company no longer consolidates the financial assets and liabilities of the CLOs as their direct ownership interests are held by OCM Cayman. Prior to the 2022 Restructuring, the Company had elected the fair value option for the financial assets and financial liabilities of the consolidated CLOs, which were primarily reflected within investments, at fair value and within debt obligations of CLOs line items in the condensed consolidated statements of financial condition.

See Part II, Item 8, Note 2 and Note 11 included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 filed with the Securities and Exchange Commission ("SEC") on March 21, 2023 for disclosure of the Company's accounting policies with respect to (i) revenue recognition for management fees, (ii) compensation and benefits, including equity-based compensation; (iii) leases; (iv) depreciation and amortization; (v) income taxes; (vi) foreign currency translation; and (vii) election of the fair value option and related measurement of the financial assets and liabilities of the CLOs.

Recent Accounting Developments

In June 2022, the FASB issued ASU 2022-03, Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions. The amendments in this update clarify the guidance in Topic 820 when measuring the fair value of an equity security subject to contractual sale restrictions and introduce new disclosure requirements related to such equity securities. The amendments are effective for fiscal years beginning after December 15, 2023, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its condensed consolidated financial statements.

In March 2020, the Financial Accounting Standards Board ("FASB") issued guidance which provides temporary optional expedients and exceptions to the U.S. GAAP guidance on contract modifications and hedge accounting to ease the financial reporting burdens of the expected market transition from LIBOR and other interbank offered rates to alternative reference rates. The guidance is effective upon issuance and generally may be elected over time through December 31, 2024. The Company has not adopted any of the optional expedients or exceptions through March 31, 2023, but will continue to evaluate the possible adoption (including potential impact) of any such expedients or exceptions during the effective period as circumstances evolve.

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3. REVENUES

Prior to the 2022 Restructuring, the Company provided investment management services to funds and separate accounts. The Company earned revenues from the management fees generated by the funds that it managed and earns incentive income generated by the funds, for which it serves as general partner. Additionally, for acting as a sub-investment manager, or sub-advisor, to certain Oaktree funds, the Company earned sub-advisory fees. Under certain subsidiary services agreements, the Company provided certain investment and marketing related services to Oaktree affiliated entities. Revenues are affected by economic factors related to the asset class composition of the holdings and the contractual terms such as the basis for calculating the management fees and investors' ability to redeem. As a result of the 2022 Restructuring, management fees and sub-advisory fees are no longer earned by the Company due to the deconsolidation of OCM Cayman. Revenues by fund structure and sub-advisory fees are set forth below.

	Three months ended March 31,	
	2023	2022
<u>Management Fees</u>		
Closed-end	\$ —	\$ 1,382
Open-end	—	1,370
Sub-advisory fees	—	57,679
Total	\$ —	\$ 60,431
	Three months ended March 31,	
	2023	2022
<u>Incentive Income</u>		
Closed-end	\$ 59,099	\$ 2,255
Evergreen	302	344
Total	\$ 59,401	\$ 2,599

Contract Balances

Prior to the 2022 Restructuring, the Company received management fees monthly or quarterly in accordance with its contracts with customers. Incentive income is received generally after all contributed capital and the preferred return on that capital have been distributed to the fund's investors. Contract assets relate to the Company's conditional right to receive payment for its performance completed under the contract. Receivables are recorded when the right to consideration becomes unconditional (i.e., only requires the passage of time). Contract liabilities (i.e., deferred revenues) relate to payments received in advance of performance under the contract. Contract liabilities are recognized as revenues when the Company provides investment management services.

The table below sets forth contract balances for the periods indicated:

	As of	
	March 31, 2023	December 31, 2022
Receivables	\$ 23,668	\$ 8,471
Contract assets ⁽¹⁾	—	194,707

(1) The changes in the balances primarily relate to accruals, net of payments received.

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4. VARIABLE INTEREST ENTITIES

The Company consolidates VIEs for which it is the primary beneficiary. VIEs include funds managed by Oaktree and CLOs for which Oaktree acts as collateral manager. The purpose of these VIEs is to provide investment opportunities for investors in exchange for management fees and, in certain cases, performance-based fees. While the investment strategies of the funds and CLOs differ by product, in general the fundamental risks of the funds and CLOs have similar characteristics, including loss of invested capital and reduction or absence of management and performance-based fees. As general partner or collateral manager, respectively, Oaktree generally considers itself the sponsor of the applicable fund or CLO. The Company does not provide performance guarantees and, other than capital commitments, has no financial obligation to provide funding to VIEs.

As a result of the 2022 Restructuring, which constitutes a reconsideration event, the Company re-assessed the primary beneficiary determination and concluded that it was no longer the primary beneficiary for CLOs as their direct ownership interests are held by operating group entities no longer controlled directly by the Company.

Consolidated VIEs

As of March 31, 2023, the Company consolidated 9 VIEs that are funds managed by Oaktree for which it was the primary beneficiary. As of December 31, 2022, the Company consolidated 9 VIEs.

As of March 31, 2023, the assets and liabilities of the 9 consolidated VIEs amounted to \$4.6 billion and \$0.9 billion, respectively. The assets of these consolidated VIEs primarily consisted of investments in debt and equity securities. The assets of these VIEs may be used only to settle obligations of the same VIE. In addition, there is no recourse to the Company for the VIEs' liabilities. As of March 31, 2023, the Company's investments in consolidated VIEs had a carrying value of \$987.0 million, which represented its maximum risk of loss as of that date.

Unconsolidated VIEs

The Company holds variable interests in certain VIEs in the form of direct equity interests that are not consolidated. It is not the primary beneficiary because its fee arrangements are considered at-market and it does not hold interests in those entities that are considered more than insignificant.

The carrying value of the Company's investments in VIEs that were not consolidated are shown below.

	Carrying Value as of	
	March 31, 2023	December 31, 2022
Corporate investments	\$ 992,104	\$ 976,569
Due from affiliates	24,843	200,498
Maximum exposure to loss	<u>\$ 1,016,947</u>	<u>\$ 1,177,067</u>

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5. INVESTMENTS

Corporate Investments

Corporate investments consisted of the following:

<u>Corporate Investments</u>	As of	
	March 31, 2023	December 31, 2022
Equity-method investments:		
Funds	\$ 1,102,622	\$ 1,082,069
Companies	1,272	1,276
Other investments, at fair value	93,462	108,159
Total corporate investments	<u>\$ 1,197,356</u>	<u>\$ 1,191,504</u>

The components of investment income (loss) are set forth below:

<u>Investment Income (Loss)</u>	Three months ended March 31,	
	2023	2022
Equity-method investments:		
Funds	\$ 26,122	\$ 14,253
Companies	(3)	(646)
Other investments, at fair value	25,603	(1,866)
Total investment income	<u>\$ 51,722</u>	<u>\$ 11,741</u>

Equity-method Investments

The Company's equity-method investments include its investments in Oaktree funds for which it serves as general partner, and other third-party funds and companies that are not consolidated, but for which the Company is deemed to exert significant influence. The Company's share of income or loss generated by these investments is recorded within investment income in the condensed consolidated statements of operations. The Company's equity-method investments in Oaktree funds principally reflect the Company's general partner interests in those funds, which typically does not exceed 2.5% in each fund. The Oaktree funds are investment companies that follow a specialized basis of accounting established by GAAP.

Each reporting period, the Company evaluates each of its equity-method investments to determine if any are considered significant, as defined by the SEC. For the three months ended March 31, 2023, no individual equity-method investment met the significance criteria.

Summarized financial information of the Company's equity-method investments is set forth below.

<u>Statements of Operations</u>	Three months ended March 31,	
	2023	2022
Revenues / investment income	\$ 1,176,631	\$ 840,605
Interest expense	(147,966)	(54,290)
Other expenses	(239,798)	(220,991)
Net realized and unrealized gain on investments	325,585	986,800
Net income	<u>\$ 1,114,452</u>	<u>\$ 1,552,124</u>

Other Investments, at Fair Value

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Other investments, at fair value primarily consist of (a) investments in certain Oaktree and non-Oaktree funds, (b) non-investment grade debt securities, (c) equities received as part of our sponsorship of SPACs, and (d) derivatives utilized to hedge the Company's exposure to investment income earned from its funds.

The following table summarizes net gains (losses) attributable to the Company's other investments:

	<u>Three months ended March 31,</u>	
	<u>2023</u>	<u>2022</u>
Realized gain (loss)	\$ 1,069	\$ (91)
Net change in unrealized gain (loss)	24,534	(1,775)
Total gain (loss)	<u>\$ 25,603</u>	<u>\$ (1,866)</u>

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Investments of Consolidated Funds

Investments, at Fair Value

Investments held and securities sold short by the consolidated funds are summarized below:

Investments	Fair Value as of		Fair Value as a Percentage of Investments of Consolidated Funds as of	
	March 31, 2023	December 31, 2022	March 31, 2023	December 31, 2022
United States:				
Debt securities:				
Communication services	\$ 67,981	\$ 100,995	1.6 %	2.6 %
Consumer discretionary	129,065	127,170	3.1	3.3
Consumer staples	22,127	23,542	0.5	0.6
Energy	174,682	79,573	4.1	2.0
Financials	300,523	217,878	7.1	5.6
Health care	113,307	111,005	2.7	2.8
Industrials	223,450	206,479	5.3	5.3
Information technology	107,790	136,714	2.6	3.5
Materials	111,986	118,578	2.7	3.0
Real estate	162,536	182,643	3.9	4.7
Utilities	11,384	11,850	0.3	0.3
Other	197,708	1,890	4.7	—
Total debt securities (cost: \$1,746,319 and \$1,437,262 as of March 31, 2023 and December 31, 2022, respectively)	1,622,539	1,318,317	38.5	33.7
Equity securities:				
Communication services	68,814	64,621	1.6	1.7
Consumer discretionary	133,902	133,104	3.2	3.4
Energy	454,797	482,984	10.8	12.4
Financials	179,256	181,980	4.3	4.7
Health care	26,120	26,191	0.6	0.7
Industrials	322,192	308,514	7.7	7.9
Information technology	14,702	14,107	0.3	0.4
Materials	899	899	0.0	—
Utilities	93,632	98,335	2.2	2.5
Total equity securities (cost: \$1,022,980 and \$1,000,922 as of March 31, 2023 and December 31, 2022, respectively)	1,294,314	1,310,735	30.7	33.5
Real estate:				
Real estate	3,103	1,796	0.1	—
Financials	—	—	—	—
Total real estate securities (cost: \$3,014 and \$1,797 as of March 31, 2023 and December 31, 2022, respectively)	3,103	1,796	0.1	—

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<u>Investments</u>	Fair Value as of		Fair Value as a Percentage of Investments of Consolidated Funds as of	
	March 31, 2023	December 31, 2022	March 31, 2023	December 31, 2022
Europe:				
Debt securities:				
Communication services	\$ 109,740	\$ 103,068	2.6 %	2.7 %
Consumer discretionary	19,398	13,997	0.5	0.4
Consumer staples	8,355	8,024	0.2	0.2
Energy	1,539	1,097	0.0	0.0
Financials	27,865	35,091	0.7	0.9
Health care	7,009	8,178	0.2	0.2
Industrials	14,547	12,384	0.3	0.3
Information technology	4,167	4,583	0.1	0.1
Materials	11,028	10,920	0.3	0.3
Real estate	14,385	12,888	0.3	0.3
Utilities	5,220	5,102	0.1	0.1
Other	2,513	2,484	0.1	0.1
Total debt securities (cost: \$229,088 and \$230,090 as of March 31, 2023 and December 31, 2022, respectively)	225,766	217,816	5.4	5.6
Equity securities:				
Consumer discretionary	134,031	130,868	3.2	3.3
Financials	33,189	31,701	0.8	0.8
Health care	3	9	0.0	—
Industrials	56,893	53,790	1.4	1.4
Materials	24,282	24,282	0.6	0.6
Real estate	33,193	25,622	0.8	0.7
Total equity securities (cost: \$250,259 and \$241,129 as of March 31, 2023 and December 31, 2022, respectively)	281,591	266,272	6.8	6.8
Real estate:				
Real estate	82,202	72,675	2.0	1.9
Total real estate securities (cost: \$75,167 and \$69,100 as of March 31, 2023 and December 31, 2022, respectively)	82,202	72,675	2.0	1.9
Asia and other:				
Debt securities:				
Communication services	3,075	5,419	0.1	0.1
Consumer discretionary	4,347	5,641	0.1	0.1
Consumer staples	19,399	19,125	0.5	0.5
Energy	12,598	9,163	0.3	0.2
Financials	7,159	8,344	0.2	0.2
Health care	2,899	2,837	0.1	0.1
Industrials	3,650	3,754	0.1	0.1
Information technology	1,067	695	0.0	0.0
Materials	113,278	113,784	2.7	2.9
Real estate	403,630	328,343	9.6	8.4
Utilities	4,324	5,602	0.1	0.1
Other	1,439	59,998	0.0	1.5
Total debt securities (cost: \$602,056 and \$581,467 as of March 31, 2023 and December 31, 2022, respectively)	576,865	562,705	13.9	14.4

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Investments	Fair Value as of		Fair Value as a Percentage of Investments of Consolidated Funds as of	
	March 31, 2023	December 31, 2022	March 31, 2023	December 31, 2022
Asia and other:				
Equity securities:				
Energy	\$ 5,867	\$ 7,581	0.1 %	0.2 %
Industrials	80,885	113,270	1.9	2.9
Real estate	32,916	32,916	0.8	0.8
Utilities	4,530	4,530	0.1	0.1
Total equity securities (cost: \$712,835 and \$722,128 as of March 31, 2023 and December 31, 2022, respectively)	<u>124,198</u>	<u>158,297</u>	<u>2.8</u>	<u>4.0</u>
Total debt securities	2,425,170	2,098,838	57.6	53.7
Total equity securities	1,700,103	1,735,304	40.3	44.4
Total real estate	85,305	74,471	2.1	1.9
Total investments, at fair value	<u>\$ 4,210,578</u>	<u>\$ 3,908,613</u>	<u>100.0 %</u>	<u>100.0 %</u>

As of March 31, 2023 and December 31, 2022, no single issuer or investment had a fair value that exceeded 5% of our total consolidated net assets.

Net Gains (Losses) From Investment Activities of Consolidated Funds

Net gains (losses) from investment activities in the condensed consolidated statements of operations consist primarily of realized and unrealized gains and losses on the consolidated funds' investments (including foreign exchange gains and losses attributable to foreign-denominated investments and related activities) and other financial instruments. Unrealized gains or losses result from changes in the fair value of these investments and other financial instruments. Upon disposition of an investment, unrealized gains or losses are reversed and an offsetting realized gain or loss is recognized in the current period.

The following table summarizes net gains (losses) from investment activities:

	Three months ended March 31,			
	2023		2022	
	Net Realized Gain (Loss) on Investments	Net Change in Unrealized Appreciation (Depreciation) on Investments	Net Realized Gain (Loss) on Investments	Net Change in Unrealized Appreciation (Depreciation) on Investments
Investments and other financial instruments	\$ 30,259	\$ (35,958)	\$ (90,055)	\$ 201,267
CLO liabilities ⁽¹⁾	—	—	(2,115)	(45,844)
Foreign-currency forward contracts ⁽²⁾	(1,614)	(3,984)	956	2,928
Total-return and interest-rate swaps ⁽²⁾	(5)	(12)	(3,984)	(32,833)
Options and futures ⁽²⁾	432	(398)	5,973	1,983
Commodity swaps ⁽²⁾	2,608	15,170	—	—
Warrants ⁽²⁾	—	—	—	858
Total	<u>\$ 31,680</u>	<u>\$ (25,182)</u>	<u>\$ (89,225)</u>	<u>\$ 128,359</u>

(1) Represents the net change in the fair value of CLO liabilities based on the more observable fair value of CLO assets, as measured under the CLO measurement guidance. Please see note 2 for more information. Subsequent to the 2022 Restructuring, the assets and liabilities of the CLOs are no longer consolidated by the Company.

(2) Please see note 7 for additional information.

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6. FAIR VALUE

Fair Value of Financial Assets and Liabilities

The short-term nature of cash and cash-equivalents, receivables and accounts payable causes each of their carrying values to approximate fair value. The fair value of short-term investments included in cash and cash-equivalents is a Level I valuation. The Company's other financial assets and financial liabilities by fair-value hierarchy level are set forth below. Please see notes 8 and 14 for the fair value of the Company's outstanding debt obligations and amounts due from/to affiliates, respectively.

	As of March 31, 2023				As of December 31, 2022				Total
	Level I	Level II	Level III ⁽¹⁾	Total	Level I	Level II	Level III	Total	
Assets									
Corporate investments	\$ 88,415	\$ 1,129	\$ 3,455	\$ 92,999	\$ 109,078	\$ 1,172	\$ 8,470	\$ 118,720	\$ 1
SPAC common stock and sponsor earn-out shares included in other assets	29,025	—	2,303	31,328	—	—	—	31,328	\$
Foreign-currency forward contracts included in corporate investments	—	692	—	692	—	1,279	—	1,279	—
Foreign-currency forward contracts included in other assets	—	—	—	—	—	12,061	—	12,061	—
Total assets	\$ 117,440	\$ 1,821	\$ 5,758	\$ 125,019	\$ 109,078	\$ 14,512	\$ 8,470	\$ 132,060	\$ 1
Liabilities									
Foreign-currency forward contracts included in corporate investments	\$ —	\$ (229)	\$ —	\$ (229)	\$ —	\$ (11,840)	\$ —	\$ (12,069)	\$ (
Foreign-currency forward contracts included in other liabilities	—	(648)	—	(648)	—	—	—	(648)	—
Total liabilities	\$ —	\$ (877)	\$ —	\$ (877)	\$ —	\$ (11,840)	\$ —	\$ (12,717)	\$ (

- (1) The level III financial instrument represents SPAC sponsor earn-out shares. Those shares were valued using a Black-Scholes option pricing model and the significant unobservable input was volatility, which was 55%. The primary change of Level III financial instrument during the period was for the conversion of earn-out shares to common shares.

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Fair Value of Financial Instruments Held By Consolidated Funds

The short-term nature of cash and cash-equivalents held at the consolidated funds causes their carrying value to approximate fair value. The fair value of cash-equivalents is a Level I valuation. Derivatives may relate to a mix of Level I, II or III investments, and therefore their fair-value hierarchy level may not correspond to the fair-value hierarchy level of the economically hedged investment. The table below summarizes the investments and other financial instruments of the consolidated funds by fair-value hierarchy level:

	As of March 31, 2023				As of December 31, 2022			
	Level I	Level II	Level III	Total	Level I	Level II	Level III	Total
Assets								
Investments:								
Corporate debt – bank debt	\$ —	\$ 424,808	\$ 962,316	\$ 1,387,124	\$ —	\$ 411,997	\$ 702,497	\$ 1,114,494
Corporate debt – all other	—	810,882	227,164	1,038,046	—	764,841	219,503	984,344
Equities – common stock	192,004	33,687	809,809	1,035,500	226,862	34,389	777,198	1,038,449
Equities – preferred stock	82,003	—	582,600	664,603	80,251	—	616,604	696,855
Real estate	—	—	85,305	85,305	—	—	74,471	74,471
Total investments	274,007	1,269,377	2,667,194	4,210,578	307,113	1,211,227	2,390,273	3,908,613
Derivatives:								
Foreign-currency forward contracts	—	1,813	—	1,813	—	9,758	—	9,758
Swaps	7,503	115	—	7,618	—	700	—	700
Options and futures	312	—	—	312	279	—	—	279
Total derivatives	7,815	1,928	—	9,743	279	10,458	—	10,737
Total assets	\$ 281,822	\$ 1,271,305	\$ 2,667,194	\$ 4,220,321	\$ 307,392	\$ 1,221,685	\$ 2,390,273	\$ 3,919,350
Liabilities								
Derivatives:								
Foreign-currency forward contracts	—	(13,232)	—	(13,232)	—	(16,356)	—	(16,356)
Swaps	—	(38)	—	(38)	(7,666)	—	—	(7,666)
Options and futures	(818)	—	—	(818)	—	—	—	—
Total derivatives	(818)	(13,270)	—	(14,088)	(7,666)	(16,356)	—	(24,022)
Total liabilities	\$ (818)	\$ (13,270)	\$ —	\$ (14,088)	\$ (7,666)	\$ (16,356)	\$ —	\$ (24,022)

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The following tables set forth a summary of changes in the fair value of Level III investments:

	Corporate Debt – Bank Debt	Corporate Debt – All Other	Equities – Common Stock	Equities – Preferred Stock	Real Estate	Total
Three months ended March 31, 2023						
Beginning balance	\$ 702,497	\$ 219,503	\$ 777,198	\$ 616,604	\$ 74,471	\$ 2,390,273
Transfers into Level III	159	5,421	—	—	—	5,580
Transfers out of Level III	(4,473)	(978)	—	—	—	(5,451)
Purchases	278,808	657	44,992	4,191	7,286	335,934
Sales	(2,863)	—	(25,201)	(35,223)	—	(63,287)
Realized gain (losses), net	31	(228)	12,868	8,987	(2)	21,656
Unrealized appreciation (depreciation), net	(11,843)	2,789	(48)	(11,959)	3,550	(17,511)
Ending balance	<u>\$ 962,316</u>	<u>\$ 227,164</u>	<u>\$ 809,809</u>	<u>\$ 582,600</u>	<u>\$ 85,305</u>	<u>\$ 2,667,194</u>
Net change in unrealized appreciation (depreciation) attributable to assets still held at end of period	<u>\$ (11,987)</u>	<u>\$ 2,789</u>	<u>\$ (49)</u>	<u>\$ (11,959)</u>	<u>\$ 3,552</u>	<u>\$ (17,654)</u>
Three months ended March 31, 2022						
Beginning balance	\$ 597,188	\$ 229,576	\$ 581,748	\$ 486,030	\$ 33,834	\$ 1,928,376
Transfers into Level III	4,407	1,412	—	—	—	5,819
Transfers out of Level III	(20,683)	(2,475)	(6)	—	—	(23,164)
Purchases	351,155	1,962	100,462	91,378	3,947	548,904
Sales	(65,804)	(7)	(43,063)	—	—	(108,874)
Realized gains (losses), net	2,888	(22)	(128,379)	—	—	(125,513)
Unrealized appreciation (depreciation), net	(1,857)	(5,956)	179,516	16,344	(894)	187,153
Ending balance	<u>\$ 867,294</u>	<u>\$ 224,490</u>	<u>\$ 690,278</u>	<u>\$ 593,752</u>	<u>\$ 36,887</u>	<u>\$ 2,412,701</u>
Net change in unrealized appreciation (depreciation) attributable to assets still held at end of period	<u>\$ (486)</u>	<u>\$ (67)</u>	<u>\$ 37</u>	<u>\$ (7)</u>	<u>\$ 2</u>	<u>\$ (521)</u>

Total realized and unrealized gains and losses recorded for Level III investments are included in net realized gain on consolidated funds' investments or net change in unrealized appreciation (depreciation) on consolidated funds' investments in the condensed consolidated statements of operations.

Transfers out of Level III are generally attributable to certain investments that experienced a more significant level of market trading activity or completed an initial public offering during the respective period and thus were valued using observable inputs. Transfers into Level III typically reflect either investments that experienced a less significant level of market trading activity during the period or portfolio companies that undertook restructurings or bankruptcy proceedings and thus were valued in the absence of observable inputs.

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The following table sets forth a summary of the valuation techniques and quantitative information utilized in determining the fair value of the consolidated funds' Level III investments as of March 31, 2023:

Investment Type	Fair Value	Valuation Technique	Significant Unobservable Inputs ⁽¹⁾⁽²⁾	Range	Weighted Average ⁽³⁾
Credit-oriented investments:					
Consumer discretionary:	\$ 59,674	Discounted cash flow ⁽⁶⁾	Discount rate	13% - 15%	13%
	316	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Energy:	32,282	Discounted cash flow ⁽⁶⁾	Discount rate	13% - 20%	18%
	104,061	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	2,254	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Financials:	70,478	Discounted cash flow ⁽⁶⁾	Discount rate	12% - 42%	19%
	12,744	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	670	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	7,840	Market approach (value of underlying assets)	Multiple of underlying assets ⁽⁹⁾	0.9x - 1.0x	1.0x
Industrials:	22,735	Discounted cash flow ⁽⁶⁾	Discount rate	12% - 16%	13%
	—	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	21,643	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	35,531	Market approach (value of underlying assets)	Multiple of underlying assets ⁽⁹⁾	0.9x - 1.0x	1.0x
Materials:	197,397	Discounted cash flow ⁽⁶⁾	Discount rate	10% - 14%	12%
	—	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
Real estate:	4,735	Discounted cash flow ⁽⁶⁾	Discount rate	9% - 9%	9%
	106,581	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	291,026	Market approach (value of underlying assets)	Multiple of underlying assets ⁽⁹⁾	0.2x - 1.0x	0.9x
	40,137	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Other:	140,381	Discounted cash flow ⁽⁶⁾	Discount rate	10% - 18%	13%
	(1,414)	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	40,408	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
Equity investments:					
	108,463	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	220,395	Discounted cash flow ⁽⁶⁾	Discount rate	12% - 22%	20%
		Discounted cash flow ⁽⁶⁾ / market approach (comparable companies) ⁽⁷⁾	Discount rate	13% - 13%	13%
	29,567	Discounted cash flow ⁽⁶⁾ / market approach (comparable companies) ⁽⁷⁾	Earnings multiple ⁽¹⁰⁾	6.0x - 8.0x	7.0x
	310,874	Market approach (comparable companies)	Earnings multiple ⁽¹⁰⁾	5.0x - 20.0x	8.5x
	70,365	Market approach (comparable companies)	Revenue multiple ⁽⁹⁾	2.0x - 4.0x	3.0x
	75,505	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	577,240	Market approach (comparable companies) ⁽⁴⁾	Multiple of underlying assets ⁽⁹⁾	1.0x - 2.0x	1.0x
Real estate-oriented investments:					
	70,669	Discounted cash flow ⁽⁶⁾	Discount rate	23% - 25%	24%
	14,637	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
Total Level III investments	<u>\$ 2,667,194</u>				

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The following table sets forth a summary of the valuation techniques and quantitative information utilized in determining the fair value of the consolidated funds' Level III investments as of December 31, 2022:

Investment Type	Fair Value	Valuation Technique	Significant Unobservable Inputs ⁽¹⁾⁽²⁾	Range	Weighted Average ⁽³⁾
Credit-oriented investments:					
Consumer discretionary:	\$ 43,934	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	293	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	16,062	Discounted cash flow ⁽⁶⁾	Discount rate	12% – 15%	14%
Communication services:	67,500	Discounted cash flow ⁽⁶⁾	Discount rate	12% – 13%	13%
	—	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	—	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
Energy:	32,765	Discounted cash flow ⁽⁶⁾	Discount rate	13% – 21%	18%
	—	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	2,676	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Financials:	66,204	Discounted cash flow ⁽⁶⁾	Discount rate	12% – 19%	15%
	12,880	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	6,143	Market approach (comparable companies)	Multiple of underlying assets ⁽⁹⁾	0.9x – 1.0x	1.0x
Industrials:	9,875	Discounted cash flow ⁽⁶⁾	Discount rate	12% – 15%	14%
	35,124	Market approach (comparable companies) ⁽⁷⁾	Multiple of underlying assets ⁽⁹⁾	0.9x – 1.0x	1.0x
	4,527	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
Materials:	197,427	Discounted cash flow ⁽⁶⁾	Discount rate	10% – 14%	12%
	—	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	—	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Real estate:	32,173	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	3,643	Discounted cash flow ⁽⁶⁾	Discount rate	9% – 9%	9%
	302,179	Market approach (comparable companies) ⁽⁷⁾	Multiple of underlying assets ⁽⁹⁾	0.76x – 1.0x	0.95x
	35,525	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Other:	(1,137)	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
	22,732	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	31,474	Discounted cash flow ⁽⁶⁾	Discount rate	10% – 18%	14%
Equity investments:					
	74,329	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	582,299	Market approach (comparable companies) ⁽⁷⁾	Multiple of underlying assets ⁽⁹⁾	0.9x – 1.1x	1.0x
	336,831	Market approach (comparable companies) ⁽⁷⁾	Earnings multiple ⁽¹⁰⁾	5x – 20x	9x
	214,172	Discounted cash flow ⁽⁶⁾	Discount rate	12% – 21%	19%
	83,644	Market approach (comparable companies) ⁽⁷⁾	Revenue multiple ⁽⁹⁾	1x – 2x	1.81x
	27,347	Discounted cash flow ⁽⁶⁾ / market approach (comparable companies) ⁽⁷⁾	Discount rate	14% – 14%	14%
	75,181	Recent market information ⁽⁵⁾	Quoted prices	Not applicable	Not applicable
Real estate-oriented:					
	7,695	Recent transaction price ⁽⁴⁾	Quoted prices	Not applicable	Not applicable
	66,776	Discounted cash flow ⁽⁶⁾	Discount rate	14% – 25%	18%
Total Level III investments	\$ 2,390,273				

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- (1) The discount rate is the significant unobservable input used in the fair-value measurement of performing credit-oriented investments in which the consolidated funds do not have a controlling interest in the underlying issuer, as well as certain equity investments and real estate loan portfolios. An increase (decrease) in the discount rate would result in a lower (higher) fair-value measurement.
- (2) Multiple of either earnings or underlying assets is the significant unobservable input used in the market approach for the fair-value measurement of distressed credit-oriented investments, credit-oriented investments in which the consolidated funds have a controlling interest in the underlying issuer, equity investments and certain real estate-oriented investments. An increase (decrease) in the multiple would result in a higher (lower) fair-value measurement.
- (3) The weighted average is based on the fair value of the investments included in the range.
- (4) Certain investments are valued based on recent transactions, generally defined as investments purchased or sold within six months of the valuation date. The fair value may also be based on a pending transaction expected to close after the valuation date.
- (5) Certain investments are valued using vendor prices or broker quotes for the subject or similar securities. Generally, investments valued in this manner are classified as Level III because the quoted prices may be indicative in nature for securities that are in an inactive market, may be for similar securities, or may require adjustment for investment-specific factors or restrictions.
- (6) A discounted cash-flow method is generally used to value performing credit-oriented investments in which the consolidated funds do not have a controlling interest in the underlying issuer, as well as certain equity investments, real estate-oriented investments and real estate loan portfolios.
- (7) A market approach is generally used to value distressed investments and investments in which the consolidated funds have a controlling interest in the underlying.
- (8) Revenue multiples are based on comparable public companies and transactions with comparable companies. The Company typically applies the multiple to trailing twelve-months' revenue. However, in certain cases other revenue measures, such as pro forma revenue, may be utilized if deemed to be more relevant.
- (9) A market approach using the value of underlying assets utilizes a multiple, based on comparable companies, of underlying assets or the net book value of the portfolio company. The Company typically obtains the value of underlying assets from the underlying portfolio company's financial statements or from pricing vendors. The Company may value the underlying assets by using prices and other relevant information from market transactions involving comparable assets.
- (10) Earnings multiples are based on comparable public companies and transactions with comparable companies. The Company typically utilizes multiples of EBITDA; however, in certain cases the Company may use other earnings multiples believed to be most relevant to the investment. The Company typically applies the multiple to trailing twelve-months' EBITDA. However, in certain cases other earnings measures, such as pro forma EBITDA, may be utilized if deemed to be more relevant.

A significant amount of judgment may be required when using unobservable inputs, including assessing the accuracy of source data and the results of pricing models. The Company assesses the accuracy and reliability of the sources it uses to develop unobservable inputs. These sources may include third-party vendors that the Company believes are reliable and commonly utilized by other marketplace participants. As described in note 2, other factors beyond the unobservable inputs described above may have a significant impact on investment valuations.

During the three months ended March 31, 2023 and 2022, there were no changes in the valuation techniques for Level III securities.

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7. DERIVATIVES AND HEDGING

The fair value of freestanding derivatives consisted of the following:

	Assets		Liabilities	
	Notional	Fair Value	Notional	Fair Value
As of March 31, 2023				
Foreign-currency forward contracts	\$ 205,201	\$ 692	\$ (229,336)	\$ (877)
As of December 31, 2022				
Foreign-currency forward contracts	\$ 221,836	\$ 13,340	\$ (200,319)	\$ (11,840)

Realized and unrealized gains and losses arising from freestanding derivatives were recorded in the condensed consolidated statements of operations as follows:

	Three months ended March 31,	
	2023	2022
Investment income	\$ (2,575)	\$ 1,384
General and administrative expense ⁽¹⁾	—	988
Total gain (loss)	\$ (2,575)	\$ 2,372

(1) To the extent that the Company's freestanding derivatives are utilized to hedge its foreign-currency exposure to investment income and management fees earned from consolidated funds, the related hedged items are eliminated in consolidation, with the derivative impact (a positive number reflects a reduction in expenses) reflected in consolidated general and administrative expense.

There were no derivatives outstanding that were designated as hedging instruments for accounting purposes as of March 31, 2023 and December 31, 2022.

Derivatives Held By Consolidated Funds

Certain consolidated funds utilize derivatives in their ongoing investment operations. These derivatives primarily consist of foreign-currency forward contracts and options utilized to manage currency risk, interest-rate swaps to hedge interest-rate risk, options and futures used to hedge certain exposures for specific securities, and total-return swaps utilized mainly to obtain exposure to leveraged loans or to participate in foreign markets not readily accessible. The primary risk exposure for options and futures is price, while the primary risk exposure for total-return swaps is credit. None of the derivative instruments are accounted for as a hedging instrument utilizing hedge accounting.

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The fair value of derivatives held by the consolidated funds consisted of the following:

	Assets		Liabilities	
	Notional	Fair Value	Notional	Fair Value
As of March 31, 2023				
Foreign-currency forward contracts	\$ 450,665	\$ 1,813	\$ (40,602)	\$ (13,232)
Total-return and interest-rate and credit default swaps	105,075	7,618	(26,582)	(38)
Options and futures	85,986	312	(106,927)	(818)
Total	<u>\$ 641,726</u>	<u>\$ 9,743</u>	<u>\$ (174,111)</u>	<u>\$ (14,088)</u>
As of December 31, 2022				
Foreign-currency forward contracts	\$ 427,141	\$ 9,758	\$ (52,531)	\$ (16,356)
Total-return and interest-rate and credit default swaps	12,604	700	(3,182)	(7,666)
Options and futures	378,042	279	(125,283)	—
Total	<u>\$ 817,787</u>	<u>\$ 10,737</u>	<u>\$ (180,996)</u>	<u>\$ (24,022)</u>

The impact of derivatives held by the consolidated funds in the condensed consolidated statements of operations was as follows:

	Three months ended March 31,			
	2023		2022	
	Net Realized Gain (Loss) on Investments	Net Change in Unrealized Appreciation (Depreciation) on Investments	Net Realized Gain (Loss) on Investments	Net Change in Unrealized Appreciation (Depreciation) on Investments
Foreign-currency forward contracts	\$ (1,614)	\$ (3,984)	\$ 956	\$ 2,928
Total-return and interest-rate and credit default swaps	(5)	(12)	(3,984)	(32,833)
Options and futures	432	(398)	5,973	1,983
Commodity swaps	2,608	15,170	—	—
Warrants	—	—	—	858
Total	<u>\$ 1,421</u>	<u>\$ 10,776</u>	<u>\$ 2,945</u>	<u>\$ (27,064)</u>

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Balance Sheet Offsetting

The Company recognizes all derivatives as assets or liabilities at fair value in its condensed consolidated statements of financial condition. In connection with its derivative activities, the Company generally enters into agreements subject to enforceable master netting arrangements that allow the Company to offset derivative assets and liabilities in the same currency by specific derivative type or, in the event of default by the counterparty, to offset derivative assets and liabilities with the same counterparty. While these derivatives are eligible to be offset in accordance with applicable accounting guidance, the Company has elected to present derivative assets and liabilities based on gross fair value in its condensed consolidated statements of financial condition. The table below sets forth the setoff rights and related arrangements associated with derivatives held by the Company. The “gross amounts not offset in statements of financial condition” columns represent derivatives that management has elected not to offset in the condensed consolidated statements of financial condition even though they are eligible to be offset in accordance with applicable accounting guidance.

As of March 31, 2023	Gross Amounts of Assets (Liabilities) Presented	Gross Amounts Not Offset in Statements of Financial Condition		Net Amount
		Derivative Assets (Liabilities)	Cash Collateral Received (Pledged)	
Derivative Assets:				
Foreign-currency forward contracts	\$ 692	\$ 229	\$ —	\$ 463
<i>Derivative assets of consolidated funds:</i>				
Foreign-currency forward contracts	1,813	—	—	1,813
Total-return and interest-rate and credit default swaps	7,618	—	—	7,618
Options and futures	312	—	—	312
Subtotal	9,743	—	—	9,743
Total	\$ 10,435	\$ 229	\$ —	\$ 10,206
Derivative Liabilities:				
Foreign-currency forward contracts	\$ (877)	\$ (229)	\$ —	\$ (648)
<i>Derivative liabilities of consolidated funds:</i>				
Foreign-currency forward contracts	(13,232)	—	—	(13,232)
Total-return and interest-rate and credit default swaps	(38)	—	—	(38)
Options and futures	(818)	—	—	(818)
Subtotal	(14,088)	—	—	(14,088)
Total	\$ (14,965)	\$ (229)	\$ —	\$ (14,736)

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	Gross Amounts of Assets (Liabilities) Presented	Gross Amounts Not Offset in Statements of Financial Condition		Net Amount
		Derivative Assets (Liabilities)	Cash Collateral Received (Pledged)	
As of December 31, 2022				
Derivative Assets:				
Foreign-currency forward contracts	\$ 13,340	\$ 1,279	\$ —	\$ 12,061
<i>Derivative assets of consolidated funds:</i>				
Foreign-currency forward contracts	9,758	—	—	9,758
Total-return and interest-rate and credit default swaps	700	—	—	700
Options and futures	279	—	—	279
Subtotal	10,737	—	—	10,737
Total	\$ 24,077	\$ 1,279	\$ —	\$ 22,798
Derivative Liabilities:				
Foreign-currency forward contracts	\$ (11,840)	\$ (1,279)	\$ —	\$ (10,561)
<i>Derivative liabilities of consolidated funds:</i>				
Foreign-currency forward contracts	(16,356)	—	—	(16,356)
Total-return and interest-rate and credit default swaps	(7,666)	—	—	(7,666)
Subtotal	(24,022)	—	—	(24,022)
Total	\$ (35,862)	\$ (1,279)	\$ —	\$ (34,583)

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8. DEBT OBLIGATIONS AND CREDIT FACILITIES

Oaktree Capital I Debt Obligations

On March 30, 2022, Oaktree Capital I entered into a note and guaranty agreement with certain accredited investors pursuant to which Oaktree Capital I agreed to issue and sell to such investors €50 million of its 2.20% Senior Notes, Series A, due 2032, €75 million of its 2.40% Senior Notes, Series B, due 2034, and €75 million of its 2.58% Senior Notes, Series C, due 2037. These notes are senior unsecured obligations of Oaktree Capital I, a consolidated subsidiary of the Company, and jointly and severally guaranteed by OCM, Oaktree Capital II and Oaktree AIF. The offering closed on June 8, 2022, and Oaktree Capital I received proceeds of €200 million on the closing date.

	As of	
	March 31, 2023	December 31,
Senior unsecured notes		
€50,000, 2.20%, issued in June 2022, payable on June 8, 2032	\$ 54,566	\$
€75,000, 2.40%, issued in June 2022, payable on June 8, 2034	81,847	}
€75,000, 2.58%, issued in June 2022, payable on June 8, 2037	81,847	}
Total remaining principal	218,260	2:
Less: Debt issuance costs	(1,220)	
Total debt obligations, net	\$ 217,040	\$ 2:

Oaktree Capital I Guaranty Agreements

As of March 31, 2023, OCM, Oaktree Capital I, Oaktree Capital II and Oaktree AIF are co-obligors and jointly and severally liable for all debt obligations listed below, while the debt obligations are reflected in the condensed consolidated financial statements based upon the entity that actually made the borrowing and received the related proceeds. Prior to 2022, OCM had historically been the only direct borrower or issuer under credit agreements and private placement notes with third parties and made all payments of principal and interest. The Company's financial statements after the 2019 Restructuring generally do not reflect debt obligations, interest expense or related liabilities associated with OCM, Oaktree Capital II and Oaktree AIF. Subsequent to the 2022 Restructuring, the Company's financial statements no longer reflect debt obligations, interest expense or related liabilities associated with OCM, OCM Cayman, Oaktree Capital II and Oaktree AIF.

On May 20, 2020, OCM entered into a note and guaranty agreement with certain accredited investors pursuant to which OCM agreed to issue and sell to such investors \$250 million of senior unsecured notes that bear a blended 3.68% fixed rate of interest and a weighted average maturity of 2031. These notes are guaranteed by Oaktree Capital I, a consolidated subsidiary of the Company, along with Oaktree Capital II and Oaktree AIF, as co-obligors. The offering closed on July 22, 2020 and OCM received proceeds of \$250 million on the closing date. As OCM is the issuer of such senior notes, the outstanding principal and interest payments guaranteed by Oaktree Capital I will not be included in the Company's financial statements unless an event of default occurs.

Oaktree Capital I, along with certain other Oaktree Operating Group members as co-borrowers, are parties to a credit agreement with a subsidiary of Brookfield that provides for a subordinated credit facility maturing on May 19, 2023. The subordinated credit facility has a revolving loan commitment of \$250 million and borrowings generally bear interest at a spread to either LIBOR or an alternative base rate. Borrowings on the subordinated credit facility are subordinate to the outstanding debt obligations and borrowings on the primary credit facility of Oaktree Capital I and its co-borrowers. Oaktree Capital I is jointly and severally liable, along with its co-obligors for outstanding borrowings on the subordinated credit facility. The Company's financial statements generally will not reflect debt obligations, interest expense or related liabilities associated with the subordinated credit facility until such time as Oaktree Capital I directly borrows from it. In March 2022, this credit facility was amended to extend the revolving credit maturity date from May 19, 2023 to September 14, 2026. No amounts were outstanding on the subordinated credit facility as of March 31, 2023.

On November 4, 2021, OCM entered into a note and guaranty agreement with certain accredited investors pursuant to which OCM agreed to issue and sell to such investors \$200 million aggregate principal amount of its

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3.06% Senior Notes due January 12, 2037. These notes are guaranteed by Oaktree Capital I, a consolidated subsidiary of the Company, along with Oaktree Capital II and Oaktree AIF, as co-obligors. The offering closed on January 12, 2022 and OCM received proceeds of \$200 million on the closing date. As OCM is the issuer of such notes, the outstanding principal and interest payments guaranteed by Oaktree Capital I will not be included in the Company's financial statements unless an event of default occurs.

Oaktree's credit facility was amended on September 14, 2021 to among other things, (i) extend the maturity date from December 13, 2024 to September 14, 2026, (ii) modify the assets under management covenant threshold from \$65 billion of assets under management to \$57.5 billion of management-fee generating assets under management and (iii) increase the maximum leverage ratio to 4.00 to 1.00. Oaktree's credit facility was further amended on December 15, 2022 to among other things, extend the maturity date from September 14, 2026 to December 15, 2027 with the potential to extend the maturity for up to two additional years, and implemented language consistent with U.S. syndicated loan market practice to use an adjusted forward-looking term rate based on the secured overnight financing rate ("SOFR"), as a replacement for the London Interbank Offered Rate. Based on the current credit ratings of OCM, the interest rate on borrowings is the term SOFR reference rate plus 1.10% per annum and the commitment fee on the unused portions of the revolving credit facility is 0.10% per annum. The term SOFR reference rate is determined by the tenor of the borrowings and set by the CME Group Benchmark Administration Limited (CBA). The credit agreement contains customary financial covenants and restrictions, including ones regarding a maximum leverage ratio and a minimum required level of assets under management (as defined in the credit agreement, as amended above). As of March 31, 2023, no amounts were outstanding under the revolving credit facility.

OCM and the Company were in compliance with all financial maintenance covenants associated with its senior notes and bank credit facility as of March 31, 2023 and December 31, 2022, respectively. As of March 31, 2023, Oaktree Capital I is jointly and severally liable, along with its co-obligors, for the debt obligations listed below with an aggregate outstanding principal balance of \$1.1 billion. The Company's maximum exposure to these debt obligations is set forth below:

	As of	
	March 31, 2023	December 31, 2022
Senior unsecured notes		
\$50,000, 3.91%, issued in September 2014, payable on September 3, 2024	\$ 50,000	50,000
\$100,000, 4.01%, issued in September 2014, payable on September 3, 2026	100,000	100,000
\$100,000, 4.21%, issued in September 2014, payable on September 3, 2029	100,000	100,000
\$100,000, 3.69%, issued in July 2016, payable on July 12, 2031	100,000	100,000
\$250,000, 3.78%, issued in December 2017, payable on December 18, 2032	250,000	250,000
\$200,000, 3.64%, issued in July 2020, payable on July 22, 2030	200,000	200,000
\$50,000, 3.84%, issued in July 2020, payable on July 22, 2035	50,000	50,000
\$200,000, 3.06%, issued in November 2021, payable on January 12, 2037	200,000	200,000
Total remaining principal	<u>\$ 1,050,000</u>	<u>\$ 1,050,000</u>

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Debt Obligations of the Consolidated Funds

Certain consolidated funds may maintain revolving credit facilities that are secured by the assets of the fund or may issue senior variable rate notes to fund investments on a longer term basis, generally up to ten years. The obligations of the consolidated funds are nonrecourse to the Company.

The consolidated funds had the following debt obligations outstanding:

	Outstanding Amount as of		Key terms as of March 31, 2023				
	March 31, 2023	December 31, 2022	Facility Capacity	Effective Interest Rate	Weighted Average Remaining Maturity (years)	Commitment Fee Rate	L/C Fee
Credit Agreement							
Revolving credit facilities ⁽¹⁾	\$ 699,053	\$ 1,000,859	\$ 1,142,742	6.40%	0.4	0.20%	1.60%
Total debt obligations	\$ 699,053	\$ 1,000,859					
Less: Debt issuance costs ⁽²⁾	(1,041)	(1,972)					
Total debt obligations, net	<u>\$ 698,012</u>	<u>\$ 998,887</u>					

(1) The credit facility capacity is calculated on a pro rata basis using fund commitments as of March 31, 2023.

(2) Debt issuance costs are included in other assets as of March 31, 2023 and December 31, 2022.

The carrying value of the revolving credit facilities approximated fair value due to recent issuance. Financial instruments that are valued using quoted prices for the security or similar securities are generally classified as Level III because the quoted prices may be indicative in nature for securities that are in an inactive market, may be for similar securities, or may require adjustment for investment-specific factors or restrictions.

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9. NON-CONTROLLING REDEEMABLE INTERESTS IN CONSOLIDATED FUNDS

The following table sets forth a summary of changes in the non-controlling redeemable interests in the consolidated funds. Dividends reinvested and in-kind contributions or distributions are non-cash in nature and have been presented on a gross basis in the table below.

	Three months ended March 31,	
	2023	2022
Beginning balance	\$ 2,182,414	\$ 1,723,294
Deconsolidation of funds	—	—
Contributions	606,515	533,419
Distributions	(29,442)	(89,928)
Net income	27,734	98,943
Change in distributions payable	(91)	(3)
Foreign currency translation and other, net	1,069	1,216
Ending balance	<u>\$ 2,788,199</u>	<u>\$ 2,266,941</u>

10. UNITHOLDERS' CAPITAL

Unitholders' capital reflects the economic interests attributable to Class A unitholders, preferred unitholders, non-controlling interests in consolidated subsidiaries and non-controlling interests in consolidated funds. Non-controlling interests in consolidated subsidiaries represent the portion of unitholders' capital attributable to the OCGH non-controlling interest and third parties. The OCGH non-controlling interest is determined at the Oaktree Operating Group level, after giving effect to distributions, if any, attributable to the preferred unitholders, based on the proportionate share of Oaktree Operating Group units held by the OCGH unitholders. Certain expenses, such as income taxes and related administrative expenses of Oaktree Capital Group, LLC and the holding companies through which the Company holds interests in Oaktree Capital I, are solely attributable to the Class A unitholders.

As of March 31, 2023 and December 31, 2022, OCGH units represented 57,035,761 of the total 160,115,921 Oaktree Operating Group units and 56,922,688 of the total 160,002,848 Oaktree Operating Group units, respectively.

Based on total allocable capital of \$1,048,465 and \$1,017,192 as of March 31, 2023 and December 31, 2022, respectively, the OCGH non-controlling interest was \$375,857 and \$360,660. As of March 31, 2023 and December 31, 2022, there were no non-controlling interests attributable to third parties.

Preferred Unit Issuances

On May 17, 2018, the Company issued 7,200,000 of its 6.625% Series A preferred units representing limited liability company interests with a liquidation preference of \$25.00 per unit. The issuance resulted in \$173.7 million in net proceeds to the Company. Distributions on the Series A preferred units, when and if declared by the board of directors of Oaktree, will be paid quarterly on March 15, June 15, September 15 and December 15 of each year. The first distribution was paid on September 17, 2018. Distributions on the Series A preferred units are non-cumulative.

On August 9, 2018, the Company issued 9,400,000 of its 6.550% Series B preferred units representing limited liability company interests with a liquidation preference of \$25.00 per unit. The issuance resulted in \$226.9 million in net proceeds to the Company. Distributions on the Series B preferred units, when and if declared by the board of directors of Oaktree, will be paid quarterly on March 15, June 15, September 15 and December 15 of each year. The first distribution was paid on December 17, 2018. Distributions on the Series B preferred units are non-cumulative.

Unless distributions have been declared and paid or declared and set apart for payment on the preferred units for a quarterly distribution period, during the remainder of that distribution period the Company may not

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repurchase any common units or any other units that are junior in rank, as to the payment of distributions, to the preferred units and the Company may not declare or pay or set apart payment for distributions on any common units or junior units for the remainder of that distribution period, other than certain Permitted Distributions (as defined in the unit designation related to the applicable preferred units (each, the “Preferred Unit Designation”)).

The Company may redeem, at its option, out of funds legally available, the preferred units, in whole or in part, at any time on or after June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, at a price of \$25.00 per preferred unit plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions. Holders of the preferred units have no right to require the redemption of the preferred units.

If a Change of Control Event (as defined in the applicable Preferred Unit Designation) occurs prior to June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, the Company may, at its option, out of funds legally available, redeem the applicable preferred units, in whole but not in part, upon at least 30 days’ notice, within 60 days of the occurrence of such Change of Control Event, at a price of \$25.25 per preferred unit, plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions.

If a Tax Redemption Event or Rating Agency Event (each, as defined in the applicable Preferred Unit Designation) occurs prior to June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, the Company may, at its option, out of funds legally available, redeem the applicable preferred units, in whole but not in part, upon at least 30 days’ notice, within 60 days of the occurrence of such Tax Redemption Event or Rating Agency Event, at a price of \$25.50 per preferred unit, plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions.

The preferred units are not convertible into Class A units or any other class or series of the Company’s interests or any other security. Holders of the preferred units do not have any of the voting rights given to holders of our Class A units, except that holders of the preferred units are entitled to certain voting rights under certain conditions.

The following table sets forth a summary of net income attributable to the preferred unitholders, the OCGH and other non-controlling interests and the Class A common unitholders:

	Three months ended March 31,	
	2023	2022
Weighted average Oaktree Operating Group units outstanding (in thousands):		
OCGH and other non-controlling interests	60,824	60,779
Class A unitholders	99,238	99,137
Total weighted average units outstanding	<u>160,062</u>	<u>159,916</u>
Oaktree Operating Group net income (loss):		
Net income attributable to preferred unitholders ⁽¹⁾	\$ 6,829	\$ 6,829
Net income (loss) attributable to OCGH and other non-controlling interests	19,700	(3,002)
Net income (loss) attributable to OCG Class A unitholders	31,389	(7,849)
Oaktree Operating Group net income (loss)	<u>\$ 57,918</u>	<u>\$ (4,022)</u>
Net income (loss) attributable to OCG Class A unitholders:		
Oaktree Operating Group net income (loss) attributable to OCG Class A unitholders	\$ 31,389	\$ (7,849)
Non-Operating Group income (expense)	7,540	18,702
Net income attributable to OCG Class A unitholders	<u>\$ 38,929</u>	<u>\$ 10,853</u>

(1) Represents distributions declared, if any, on the preferred units.

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The change in the Company's ownership interest in the Oaktree Operating Group is set forth below:

	Three months ended March 31,	
	2023	2022
Net income attributable to OCG Class A unitholders	\$ 38,929	\$ 10,853
Equity reallocation between controlling and non-controlling interests	(2,271)	14,275
Change from net income attributable to OCG Class A unitholders and transfers from non-controlling interests	\$ 36,658	\$ 25,128

Please see notes 9, 10 and 11 for additional information regarding transactions that impacted unitholders' capital.

11. EARNINGS PER UNIT

The computation of net income (loss) per Class A unit is set forth below:

	Three months ended March 31,	
	2023	2022
(in thousands, except per unit amounts)		
Net income per Class A unit (basic and diluted):		
Net income attributable to OCG Class A unitholders	\$ 38,929	\$ 10,853
Weighted average number of Class A units outstanding (basic and diluted)	99,238	99,137
Basic and diluted net income per Class A unit	\$ 0.39	\$ 0.11

OCGH units are not exchangeable into Class A units. As the restrictions set forth in the then-current exchange agreement were in place for each applicable reporting period, OCGH units were not included in the computation of diluted earnings per unit for the three months ended March 31, 2023 and 2022.

12. INCOME TAXES AND RELATED PAYMENTS

The Company is a publicly traded partnership and as a result of the 2019 Restructuring, held interests in Oaktree Capital I (a non-corporate entity that is not subject to U.S. federal corporate income tax) and OCM Cayman (which holds subsidiaries that are taxable in non-U.S. jurisdictions).

Subsequent to the 2022 Restructuring, however, the Company no longer consolidates OCM Cayman. All tax balances related to OCM Cayman were therefore deconsolidated as of the Effective Date of the 2022 Restructuring and the Company will no longer incur income expense.

The Company files its tax returns as prescribed by the tax laws of the jurisdictions in which it operates. In the normal course of business, the Company is subject to examination by the relevant tax authorities. With limited exceptions, the Company is no longer subject to income tax audits by taxing authorities for periods before 2019. The Company believes that it has adequately provided for any reasonably foreseeable outcomes related to its tax examinations and that any settlements related thereto will not have a material adverse effect on the Company's condensed consolidated financial statements; however, there can be no assurances as to the ultimate outcomes.

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13. COMMITMENTS AND CONTINGENCIES

In the normal course of business, Oaktree enters into contracts that contain certain representations, warranties and indemnifications. The Company's exposure under these arrangements would involve future claims that have not yet been asserted. Inasmuch as no such claims currently exist or are expected to arise, the Company has not accrued any liability in connection with these indemnifications.

Legal Actions

Oaktree, its affiliates, investment professionals, and portfolio companies are routinely involved in litigation and other legal actions in the ordinary course of their business and investing activities. In addition, Oaktree is subject to the authority of a number of U.S. and non-U.S. regulators, including the SEC and the Financial Industry Regulatory Authority, and those authorities periodically conduct examinations of Oaktree and make other inquiries that may result in the commencement of regulatory proceedings against Oaktree and its personnel. Oaktree is currently not subject to any pending actions or regulatory proceedings that either individually or in the aggregate are expected to have a material impact on its condensed consolidated financial statements.

Incentive Income

In addition to the incentive income recognized by the Company, certain of its funds have amounts recorded as potentially allocable to the Company as its share of potential future incentive income, based on each fund's net asset value. Inasmuch as this incentive income is contingent upon future investment activity and other factors, it is not recognized by the Company as revenue until it is probable that a significant reversal will not occur. As of March 31, 2023 and December 31, 2022, respectively, the aggregate of such amounts recorded at the fund level in excess of incentive income recognized by the Company was \$1.8 billion and \$1.8 billion, for which related direct incentive income compensation expense was estimated to be \$731.9 million and \$950.3 million, respectively.

Commitments to Funds

As of March 31, 2023 and December 31, 2022, the Company, generally in its capacity as general partner, had undrawn capital commitments of \$311.1 million and \$275.4 million, respectively, including commitments to both unconsolidated and consolidated funds. Additionally, as of March 31, 2023, the Company had undrawn capital commitments of \$225.0 million in its capacity as a limited partner in Opps XI (as defined in note 16).

Investment Commitments of the Consolidated Funds

Certain of the consolidated funds are parties to credit arrangements that provide for the issuance of letters of credit and/or revolving loans, which may require the particular fund to extend loans to investee companies. The consolidated funds use the same investment criteria in making these commitments as they do for investments that are included in the condensed consolidated statements of financial condition. The unfunded liability associated with these credit arrangements is equal to the amount by which the contractual loan commitment exceeds the sum of funded debt and cash held in escrow, if any. As of March 31, 2023 and December 31, 2022, the consolidated funds had no potential aggregate commitments.

A consolidated fund may agree to guarantee the repayment obligations of certain investee companies. As of March 31, 2023 and December 31, 2022, there were no guaranteed amounts under such arrangements.

Certain consolidated funds are investment companies that are required to disclose financial support provided or contractually required to be provided to any of their portfolio companies. During the three months ended March 31, 2023 and the year ended December 31, 2022, the consolidated funds did not provide any financial support to portfolio companies.

14. RELATED-PARTY TRANSACTIONS

The Company considers its senior executives, employees and unconsolidated Oaktree funds to be affiliates (as defined in the FASB ASC Master Glossary). Amounts due from and to affiliates are set forth below. The fair value of amounts due from and to affiliates is a Level III valuation and was valued based on a discounted cash-flow

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analysis. The carrying value of amounts due from affiliates approximated fair value due to their short-term nature or because their weighted average interest rate approximated the Company's cost of debt.

	As of	
	March 31, 2023	December 31, 2022
Due from affiliates:		
Management fees and incentive income due from unconsolidated funds and affiliates	23,668	203,178
Receivable from unconsolidated entities	6,346	4,696
Total due from affiliates	\$ 30,014	\$ 207,874
Due to affiliates:		
Amounts due to unconsolidated entities	15,806	36,164
Total due to affiliates	\$ 15,806	\$ 36,164

Loans To Affiliates and Employees

Loans primarily consist of interest-bearing loans made to affiliates and interest-bearing loans made to certain Oaktree employees to meet tax obligations related to the purchase or vesting of equity awards.

On May 7, 2021, the Company, through its consolidated subsidiary Oaktree Capital I, entered into two revolving line of credit notes with OCM, one as a borrower and the other as a lender. Both revolving line of credit notes allow for outstanding principal amounts not to exceed \$250.0 million and mature on May 7, 2024. On February 17, 2023, the revolving line of credit notes were replaced with an intercompany loan agreement with a maturity of February 17, 2026. Loans outstanding on February 17, 2023 from Oaktree Capital I to OCM under the revolving line of credit notes were reclassified as loans under the intercompany loan agreement. There were no loans to affiliates as of March 31, 2023 and interest income of \$0 and \$9 was generated for the three months ended March 31, 2023 and 2022, respectively. As of March 31, 2023, there were no loans from affiliates and interest expense of \$169 and \$0 was incurred for the three months ended March 31, 2023 and 2022, respectively.

Due From Oaktree Funds

In the normal course of business, the Company advances certain expenses on behalf of Oaktree funds. Amounts advanced on behalf of consolidated funds are eliminated in consolidation. Certain expenses paid by the Company, which typically are employee travel and other costs associated with particular portfolio company holdings, are reimbursed to the Company by the portfolio companies. In addition, the Company recognizes distributions and proceeds from corporate investments in Oaktree funds for which it serves as general partner, and other third-party managed funds and companies as receivables when certain criteria is met.

Revenues Earned From Oaktree Funds

In aggregate, management fees and incentive income earned from unconsolidated Oaktree funds totaled \$59.4 million and \$5.4 million for the three months ended March 31, 2023 and 2022, respectively.

Subsequent to the 2022 Restructuring, the Company no longer earns management fees as a result of the deconsolidation of OCM Cayman.

Aircraft Services

OCM owns an aircraft for business purposes. Howard Marks, the Company's Co-Chairman, may use this aircraft for personal travel and will reimburse OCM to the extent his use of the aircraft for personal travel exceeds a certain threshold pursuant to an Oaktree policy. Oaktree also provides certain senior executives a personal travel allowance for private aircraft usage up to a certain threshold pursuant to the same Oaktree policy. Additionally,

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Oaktree occasionally makes use of an aircraft owned by one of its senior executives for business purposes at a price to Oaktree that is based on market rates.

Special Allocations

Certain senior executives receive special allocations based on a percentage of profits of the Oaktree Operating Group. These special allocations, which are recorded as compensation expense, are made on a current basis for so long as they remain senior executives of the Company, with limited exceptions.

Administrative Services

The Company is party to the Services Agreement with OCM. Pursuant to the Services Agreement, OCM provides administrative services to the Company necessary for the operations of the Company, which include providing office facilities, equipment, clerical, bookkeeping and record keeping services at such facilities and such other services as OCM, subject to review by the Company's Board of Directors, shall from time to time deem to be necessary or useful to perform its obligations under the Services Agreement. OCM may, on behalf of the Company, conduct relations and negotiate agreements with custodians, trustees, depositories, attorneys, underwriters, brokers and dealers, corporate fiduciaries, insurers, banks and such other persons in any such other capacity deemed to be necessary or desirable.

OCM is responsible for the financial and other records that the Company is required to maintain and prepares, prints and disseminates reports to the Company's unitholders and all other materials filed with the SEC. In addition, OCM assists the Company in overseeing the preparation and filing of the Company's tax returns, and generally overseeing the payment of the Company's expenses and the performance of administrative and professional services rendered to the Company by others.

On an annual basis the Company will reimburse OCM \$750,000 of the costs incurred for providing these administrative services. This reimbursement is payable quarterly, in equal installments, and relates to the Company's allocable portion of overhead and other expenses (facilities and personnel) incurred by OCM in performing its obligations under the Services Agreement. This amount includes the Company's allocable portion of (i) the rent of the Company's principal executive offices (which are located in a building owned by a Brookfield affiliate) at market rates and (ii) the costs of compensation and related expenses of various personnel at Oaktree that perform duties for the Company. The Services Agreement may be terminated by either party without penalty upon 90 days' written notice to the other.

The Company incurred administrative services expense of \$0.2 million and \$0.2 million for the three months ended March 31, 2023 and 2022, respectively.

Subordinated Credit Facility

Oaktree Capital I, along with certain other Oaktree Operating Group members as co-borrowers, are parties to a credit agreement with a subsidiary of Brookfield that provides for a subordinated credit facility maturing on May 19, 2023. The subordinated credit facility has a revolving loan commitment of \$250 million and borrowings generally bear interest at a spread to either LIBOR or an alternative base rate. Borrowings on the subordinated credit facility are subordinate to the outstanding debt obligations and borrowings on the primary credit facility of Oaktree Capital I and its co-borrowers as detailed in note 10. Oaktree Capital I is jointly and severally liable, along with its co-obligors for outstanding borrowings on the subordinated credit facility. As set forth in note 10, the Company's financial statements generally will not reflect debt obligations, interest expense or related liabilities associated with its operating subsidiaries until such time as Oaktree Capital I directly borrows from the subordinated credit facility. In March 2022, this credit facility was amended to extend the revolving credit maturity date from May 19, 2023 to September 14, 2026. No amounts were outstanding on the subordinated credit facility as of March 31, 2023.

Investment in Oaktree Opportunities Fund XI

The Company has subscribed for a limited partner interest in, and made a capital commitment of, \$750.0 million to Oaktree Opportunities Fund XI, L.P., a parallel investment vehicle thereof or a feeder fund in

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respect of one of the foregoing (such limited partner interest, the “Opps XI Investment” and such fund entities collectively, “Opps XI”). In order to make the Opps XI Investment, the Company’s sole Class A unitholder, or one of its affiliates, will contribute cash as a capital contribution (the “Opps XI Investment Cash”) as and to the extent required to satisfy the Company’s obligations to Opps XI. The Company will use the Opps XI Investment Cash solely to fund the Opps XI Investment and satisfy its obligations in respect of Opps XI and distributions from the Opps XI Investment are intended solely for the benefit of the Class A unitholder, subject to applicable law. The Company’s preferred unitholders should not rely on distributions received by the Company in respect of the Company’s Opps XI Investment for payment of dividends or redemption of the preferred units. During the three months ended March 31, 2023, the Company funded \$150.0 million of its capital commitment. As of March 31, 2023, the Company has funded in the aggregate \$525.0 million of the \$750.0 million capital commitment.

15. SEGMENT REPORTING

Management uses a consolidated approach to assess performance and allocate resources. As such, the Company’s business is comprised of one segment, the investment management business.

16. SUBSEQUENT EVENTS

Class A Unit Distributions

A distribution of \$0.72 per Class A unit was paid on May 10, 2023 to holders of record at the close of business on May 1, 2023.

Preferred Unit Distributions

A distribution of \$0.414063 per Series A preferred unit will be paid on June 15, 2023 to Series A preferred unitholders of record at the close of business on June 1, 2023.

A distribution of \$0.409375 per Series B preferred unit will be paid on June 15, 2023 to Series B preferred unitholders of record at the close of business on June 1, 2023.

Amendments to Note and Guaranty Agreements

On April 7, 2023, OCM, Oaktree Capital II, Oaktree AIF, Oaktree Capital I and OCM Cayman (collectively, the “Obligors”) entered into amendments to each of the note and guaranty agreements for each series of outstanding senior notes issued by OCM and Oaktree Capital I. Pursuant to these amendments, OCM Cayman became a guarantor of each such series of senior notes. These amendments also amended certain provisions in these note and guaranty agreements, including financial definitions, in order to facilitate the joinder of OCM Cayman as an obligor. Additionally, the amendments for the note purchase agreements executed in 2014 and 2020 amended the assets under management covenants to clarify the treatment of entities that the Obligors account for using equity method accounting. Upon the effectiveness of these amendments, pursuant to a joinder agreement executed by OCM Cayman as part of the Seventh Amendment to the \$650 million revolving credit facility, OCM Cayman became a co-Borrower under the credit facility with OCM, Oaktree Capital II, Oaktree AIF and Oaktree Capital I.

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

The following discussion and analysis should be read in conjunction with the unaudited condensed consolidated financial statements of Oaktree Capital Group, LLC and the related notes included within this quarterly report. This discussion contains forward-looking statements that are subject to risks and uncertainties and assumptions relating to our operations, financial results, financial condition, business prospects, growth strategy and liquidity. The factors listed under "Risk Factors" and "Forward-Looking Statements" in this quarterly report and under "Risk Factors" in our annual report provide examples of risks, uncertainties and events that may cause our actual results to differ materially from the expectations described in any forward-looking statements.

Business Overview

Oaktree is a leading global alternative investment management firm with expertise in investing in credit, real assets, private equity, and listed equities. Oaktree's mission is to deliver superior investment results with risk under control and to conduct its business with the highest integrity. Oaktree emphasizes an opportunistic, value-oriented and risk-controlled approach to its investments. Over more than three decades, Oaktree has developed a large and growing client base through its ability to identify and capitalize on opportunities for attractive investment returns in less efficient markets.

Oaktree was formed in 1995 by a group of individuals who had been investing together since the mid-1980s. Oaktree's founders were pioneers in the management of high yield bonds, convertible securities and distressed debt. From those roots Oaktree has developed a diversified mix of specialized credit- and equity-oriented strategies. Oaktree operates according to a unifying investment philosophy, which consists of six tenets-risk control, consistency, market inefficiency, specialization, bottom-up analysis and disavowal of market timing-and is complemented by a set of core business principles that articulate our commitment to excellence in investing, commonality of interests with clients, a collaborative and cooperative culture, and a disciplined, opportunistic approach to the expansion of products.

The Company's current ownership and operational structure were the results of the Mergers with Brookfield, the 2019 Restructuring and the 2022 Restructuring. See Part I, Item I included in the Company's Annual Report on Form 10-K for the year ended December 31, 2019 filed with the SEC on March 2, 2020 for more information regarding the Mergers and the 2019 Restructuring. See Item 1.01 of the Company's Current Report on Form 8-K filed with the SEC on December 6, 2022 and Part I, Item I included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 filed with the SEC on March 21, 2023 for more information about the 2022 Restructuring.

OCM provides certain administrative and other services relating to the operations of the Company's business pursuant to a Services Agreement between the Company and OCM.

Business Environment and Developments

As a global investment manager, Oaktree is affected by a wide range of factors, including the condition of the global economy and financial markets; the relative attractiveness of Oaktree's investment strategies and investors' demand for them; and regulatory or other governmental policies or actions. Global economic conditions can significantly impact the values of Oaktree's and its funds' investments and the ability to make new investments or sell existing investments for these funds. Historically, however, Oaktree's diversified nature, of both its investment strategies and revenue mix, has generally allowed it to benefit from both strong and weak economic environments. Weak economies and the declining financial markets that typically accompany them tend to dampen revenues from asset-based management fees, investment realizations or price appreciation, but their prospect can present opportunities to raise relatively larger amounts of capital for certain strategies, especially opportunistic credit. Additionally, weak financial markets may also present more opportunities for funds to make investments at reduced prices. Conversely, strong financial markets generally increase the value of fund investments, which positions Oaktree for growth in management fees that are based on asset value, and typically create favorable exit opportunities that enhance the prospect for incentive income and fund-related realized investment income proceeds for Oaktree and us. Those same markets may delay or diminish opportunities to deploy capital and thus management fees paid to Oaktree from certain funds.

The failures of three U.S. commercial banks (First Republic, Silicon Valley Bank and Signature Bank) since the beginning of 2023 have raised concerns about institutions with concentrated exposure to certain types of depositors in the same industry as well as those with large unrealized losses in their investment security holdings. While the Company does not have any direct exposure to the failed banks, our cash is held with various third-party financial institutions. In particular, our cash is generally held with a large, global systemically important bank, often in balances that exceed the current FDIC insurance limits. If the banks that we hold our deposits with enter receivership or become insolvent, we may be prevented from accessing our cash and cash equivalents in excess of FDIC insured

limits. Oaktree's credit facility is with a syndicate of large global banks, including one that was recently sold under financial distress. If one or more of the banks in the syndicate were unable to satisfy its obligations to lend to Oaktree in a timely manner in accordance with the terms of the credit facility it could have a material impact on Oaktree's operation or financial condition. In addition, Oaktree funds and their respective portfolio companies hold cash with third-party financial institutions and in some cases have credit facilities, as do Oaktree clients. If Oaktree funds or portfolio companies were unable to access cash and cash equivalents at banks with which they do business, or if clients were unable to access cash and cash equivalents needed to satisfy capital calls from Oaktree funds, it could adversely affect the funds' or such portfolio companies.

COVID-19 continues to pose threats to the health and economic wellbeing of the worldwide population and there is continued uncertainty as to the duration of the global health and economic impact of COVID-19 even with COVID-19 vaccines now available. The continued uncertainty of COVID-19 variants may lead to renewed governmental efforts to mitigate COVID-19 spread. Such efforts may create significant uncertainty and volatility in Oaktree's business and its funds' and their respective portfolio companies' businesses as compared to pre-pandemic levels. Currently, we are unaware of any material risk to the stability of our condensed consolidated financial statements caused by any COVID-19 uncertainties or the materiality of any effect such uncertainties may have on our business and operations. Please see "Item 1A. Risk Factors— The coronavirus pandemic has disrupted, and may continue to disrupt, economic conditions and may adversely affect our operations, business, financial performance and operating results" within Oaktree's annual report.

The ongoing Russia-Ukraine conflict, including global sanctions imposed on Russia, creates continued uncertainty and volatility in the global financial markets and economy and, as a result, may adversely impact Oaktree's business and its funds' and their respective portfolio companies' business. As of the date of this filing, we are not aware of any material risk to the stability of our condensed consolidated financial statements caused by the Russia-Ukraine conflict or the materiality of any effect such uncertainties may have on our business and operations.

There has been significant recent progress and developments in the area of generative artificial intelligence, such as ChatGPT, but the impact to our business of such evolving technology cannot be fully determined at this time.

Understanding Our Results—Consolidation of Oaktree Funds

Generally accepted accounting principles in the United States ("GAAP") requires us to consolidate entities in which we have a direct or indirect controlling financial interest based on either a variable interest model or voting interest model. A limited partnership or similar entity is a variable interest entity ("VIE") if the unaffiliated limited partners do not have substantive kick-out or participating rights. Most of the Oaktree funds are VIEs because they have not granted unaffiliated limited partners substantive kick-out or participating rights. The Company consolidates those VIEs in which we are the primary beneficiary. For entities that are not VIEs, consolidation is evaluated through a majority voting interest model. Please see note 2 to our condensed consolidated financial statements included elsewhere in this quarterly report for more information.

We do not consolidate most of the Oaktree funds that are VIEs because we are not the primary beneficiary due to the fact that our fee arrangements are considered at-market and thus not deemed to be variable interests, and we do not hold any other interests in those funds that are considered to be more than insignificant. However, investment vehicles in which we have a significant investment, such as CLOs and certain Oaktree funds, are consolidated ("consolidated funds"). When a CLO or fund is consolidated, we reflect the assets, liabilities, revenues, expenses and cash flows of the consolidated funds on a gross basis, and the majority of the economic interests in those consolidated funds, which are held by third-party investors, are reflected as debt obligations of CLOs or non-controlling redeemable interests in consolidated funds in the condensed consolidated financial statements. All of the revenues earned by us as investment manager of the consolidated funds are eliminated in consolidation. However, because the eliminated amounts are earned from and funded by third-party investors, the consolidation of a fund does not impact net income or loss attributable to us.

Certain entities in which we have the ability to exert significant influence, including unconsolidated Oaktree funds for which we act as general partner, are accounted for under the equity method of accounting.

Subsequent to the 2022 Restructuring, we no longer consolidate the CLOs as their direct ownership interests are held by OCM Cayman.

Revenues

We have the potential to earn incentive income from many of the closed-end funds and certain evergreen funds managed by Oaktree in our capacity as the general partner of those funds. These closed-end funds generally provide that we receive incentive income only after we have returned to our investors all of their contributed capital plus an annual preferred return, typically 8%. Once this occurs, we generally receive as incentive income 80% of all distributions otherwise attributable to our investors, and those investors receive the remaining 20% until we have received, as incentive income, 20% of all such distributions in excess of the contributed capital from the inception of the fund. Thereafter, all such future distributions attributable to our investors are distributed 80% to those investors and 20% to us as incentive income. As a result of the 2022 Restructuring, we are only entitled to earn one-third of the incentive income attributable to Oaktree Capital I in respect of our closed-end funds established in 2022 or later and in respect of incentive income from our evergreen funds earned subsequent to January 1, 2023. We will continue to earn 100% of the incentive income attributable to closed-end funds established prior to 2022. Our third revenue source, investment income, represents our pro-rata share of income or loss from our investments, generally in our capacity as general partner in Oaktree funds and as an investor in our CLOs and third-party managed funds and companies. Subsequent to the 2022 Restructuring, the Company no longer consolidates the CLOs as their direct ownership interests are held by OCM Cayman.

We may earn incentive income upon deconsolidation of a SPAC arising from the completion of a merger with an identified target. Upon deconsolidation, we will derecognize the net assets of the entity and record any gain or loss related to the remeasurement of its investments to fair value as incentive income in its condensed consolidated statements of operations. Subsequent fair value changes in our investments held in the entity will be recorded in investment income in our condensed consolidated statements of operations.

Our consolidated revenues reflect the elimination of all management fees, if any, incentive income and investment income earned related to consolidated Oaktree funds. Investment income is presented within the other income (loss) section of our condensed consolidated statements of operations. Please see "Business—Structure and Operation of Our Business—Structure of Funds" in our annual report for a detailed discussion of the structure of Oaktree funds.

Expenses

Incentive Income Compensation

Incentive income compensation expense primarily reflects compensation directly related to incentive income, which generally consists of percentage interests (sometimes referred to as "points" or an allocation of shares received upon the completion of a successful SPAC merger) that are granted to Oaktree investment professionals associated with the particular fund or SPAC that generated the incentive income, and secondarily, compensation directly related to investment income. There is no fixed percentage for the incentive income-related portion of this compensation, either by fund, SPAC or strategy. In general, within a particular strategy more recent funds have a higher percentage of aggregate incentive income compensation expense than do older funds. The percentage that consolidated incentive income compensation expense represents of the particular period's consolidated incentive income may not be meaningful because incentive income from consolidated funds or SPACs is eliminated in consolidation, whereas no incentive income compensation expense is eliminated in consolidation.

General and Administrative

General and administrative expense includes costs related to occupancy, outside auditors, tax professionals, legal advisers, research, consultants, travel and entertainment, communications and information services, business process outsourcing, foreign-exchange activity, insurance, placement costs, changes in the contingent consideration liability, and other general items related directly to the Company's operations. These expenses are net of amounts borne by fund investors and are not offset by credits attributable to fund investors' non-controlling interests in consolidated funds. General and administrative expense reflects the gross-up of reimbursable costs incurred on behalf of Oaktree funds in which the Company has determined it is the principal. Subsequent to the 2019 Restructuring, general and administrative expenses primarily include direct and reimbursable expenses incurred by Oaktree Capital I and OCM Cayman and the Company's share of certain expenses through a service agreement with OCM.

Consolidated Fund Expenses

Consolidated fund expenses consist primarily of costs, expenses and fees that are incurred by, or arise out of the operation and activities of or otherwise are related to, our consolidated funds, including, without limitation, travel expenses, professional fees, research and software expenses, insurance, and other costs associated with administering and supporting those funds. Inasmuch as most of these fund expenses are borne by third-party investors, they reduce the investors' interests in the consolidated funds and have no impact on net income or loss attributable to the Company.

Other Income (Loss)

Interest Expense

Interest expense primarily reflects the interest expense of the consolidated funds, as well as the interest expense of Oaktree and its operating subsidiaries. After the 2019 Restructuring, our financial statements reflected debt obligations, interest expense or related liabilities associated with our operating subsidiaries only if one of the two remaining Oaktree Operating Group entities then owned by us directly borrowed or issued notes under Oaktree's credit agreements, private placement notes or another debt arrangement. Subsequent to the 2022 Restructuring, our financial statements reflect debt obligations, interest expense or related liabilities associated with our operating subsidiary when Oaktree Capital I directly borrows or issues notes under Oaktree's credit agreements, private placement notes or another debt arrangement.

Interest and Dividend Income

Interest and dividend income consists of interest and dividend income earned on the investments held by our consolidated funds, and interest income earned by Oaktree and its operating subsidiary.

Net Realized Gain (Loss) on Consolidated Funds' Investments

Net realized gain (loss) on consolidated funds' investments consists of realized gains and losses arising from dispositions of investments held by our consolidated funds.

Net Change in Unrealized Appreciation (Depreciation) on Consolidated Funds' Investments

Net change in unrealized appreciation (depreciation) on consolidated funds' investments reflects both unrealized gains and losses on investments held by our consolidated funds and the reversal upon disposition of investments of unrealized gains and losses previously recognized for those investments.

Investment Income

Investment income represents our pro-rata share of income or loss from our investments, generally in our capacity as general partner in certain Oaktree funds and as an investor in our CLOs and third-party managed funds and companies. Investment income, as reflected in our condensed consolidated statements of operations, excludes investment income earned by us from our consolidated funds. Subsequent to the 2022 Restructuring, we no longer hold investments in the CLOs as their direct ownership interests are held by OCM Cayman.

Other Income (Expense), Net

Other income (expense), net represents non-operating income or expense.

Income Taxes

The Company is a publicly traded partnership. Because it satisfies the qualifying income test, it is not required to be treated as a corporation for U.S. federal and state income tax purposes; rather it is taxed as a partnership.

The Company analyzes its tax filing positions for all open tax years in all of the U.S. federal, state and local tax jurisdictions where it is required to file income tax returns. If the Company determines that uncertainties in tax positions exist, a reserve is established. The Company recognizes accrued interest and penalties related to uncertain tax positions within income tax expense in the condensed consolidated statements of operations.

Tax laws are complex and subject to different interpretations by the taxpayer and respective governmental taxing authorities. Significant judgment is required in determining tax expense and in evaluating tax positions, including evaluating uncertainties. The Company reviews its tax positions quarterly and adjusts its tax balances as new information becomes available.

The Oaktree funds are generally not subject to U.S. federal and state income taxes and, consequently, no income tax provision has been made in the accompanying condensed consolidated financial statements because individual partners are responsible for their proportionate share of the taxable income.

Net Income Attributable to Non-controlling Interests

Net income attributable to non-controlling interests represents the ownership interests that third parties hold in entities that are consolidated in our financial statements. These interests fall into two categories:

- ***Net Income Attributable to Non-controlling Interests in Consolidated Funds.*** This category represents the economic interests of the unaffiliated investors in the consolidated funds, as well as the equity interests held by third-party investors in CLOs that had not yet priced as of the respective period end. Subsequent to the 2022 Restructuring, we no longer consolidate the CLOs as their direct ownership interests are held by OCM Cayman. The net income of these interests is primarily driven by the investment performance of the consolidated funds and CLOs. In comparison to net income, this measure excludes our operating results and other items solely attributable to the Company; and,
- ***Net Income Attributable to Non-controlling Interests in Consolidated Subsidiaries.*** This category primarily represents the economic interest in the Oaktree Operating Group owned by OCGH and OEP (“OCGH and other non-controlling interest”), as well as the economic interest in certain consolidated subsidiaries held by third parties. Subsequent to the 2019 Restructuring, this category includes only the OCGH and other non-controlling interest in Oaktree Capital I and OCM Cayman and subsequent to the 2022 Restructuring, this category includes only the OCGH and other non-controlling interest in Oaktree Capital I. The OCGH and other non-controlling interest is determined at the Oaktree Operating Group level based on the weighted average proportionate share of Oaktree Operating Group units held by the OCGH and other unitholders. Inasmuch as the number of outstanding Oaktree Operating Group units corresponds with the total number of outstanding Class A, OCGH and OEP units, changes in the economic interest held by the OCGH and other unitholders are driven by our additional issuances of Class A, OCGH and OEP units, as well as repurchases and forfeitures of, and exchanges between Class A, OCGH and OEP units. Certain of our expenses, such as income tax and related administrative expenses of Oaktree Capital Group, LLC and the holding companies through which we hold interests in Oaktree Capital I, are solely attributable to the Class A unitholders. Please see note 10 to our condensed consolidated financial statements included elsewhere in this quarterly report for additional information on the economic interest in the Oaktree Operating Group owned by OCGH.

Net Income Attributable to Preferred Unitholders

This category represents distributions declared, if any, on our preferred units. Please see note 10 to our condensed consolidated financial statements for more information.

Operating Metrics

We monitor certain operating metrics that we believe provide important information and data regarding our business. Subsequent to the 2022 Restructuring, our revenues are comprised of incentive income and investment income earned in our capacity as general partner of certain Oaktree funds and investment income earned on other investments in Oaktree funds and third party funds and companies. To analyze and monitor our operating performance we utilize incentive-creating AUM, incentives created (fund level) and accrued incentives (fund level). These operating metrics provide us with detailed information and insight into the operating performance of the funds we manage.

Incentive-creating Assets Under Management

Incentive-creating AUM refers to the AUM that may eventually produce incentive income. It generally represents the NAV of Oaktree funds for which we are entitled to receive an incentive allocation, excluding CLOs and investments made by us and our or Oaktree employees and directors (which are not subject to an incentive allocation) and gross assets (including assets acquired with leverage), net of cash, for our BDCs. All funds for which we are entitled to receive an incentive allocation are included in incentive-creating AUM, regardless of whether or not they are currently above their preferred return or high-water mark and therefore generating incentives. Incentive-creating AUM does not include undrawn capital commitments.

Accrued Incentives (Fund Level) and Incentives Created (Fund Level)

Oaktree funds record as accrued incentives the incentive income that would be paid to us if the funds were liquidated at their reported values as of the date of the financial statements. Incentives created (fund level) refers to the gross amount of potential incentives generated by these funds during the period. We refer to the amount of accrued incentives recognized as revenue by us as incentive income. Amounts recognized by us as incentive income are no longer included in accrued incentives (fund level), the term we use for remaining fund-level accruals. The amount of incentives created may fluctuate substantially as a result of changes in the fair value of the underlying investments of the fund, as well as incentives created in excess of our typical 20% share due to catch-up allocations for applicable closed-end funds. In general, while in the catch-up layer, approximately 80% of any increase or decrease, respectively, in the fund's NAV results in a commensurate amount of positive or negative incentives created (fund level).

The same performance and market risks inherent in incentives created (fund level) affect the ability to ultimately realize accrued incentives (fund level). One consequence of the accounting method we follow for incentives created (fund level) is that accrued incentives (fund level) is an off-balance sheet metric, rather than being an on-balance sheet receivable that could require reduction if fund performance suffers. We track accrued incentives (fund level) because it provides an indication of potential future value, though the timing and ultimate realization of that value are uncertain.

Incentives created (fund level), incentive income and accrued incentives (fund level) are presented gross, without deduction for direct compensation expense that is owed to Oaktree investment professionals associated with the particular fund when we earn the incentive income. We call that charge "incentive income compensation expense." Incentive income compensation expense varies by the investment strategy and vintage of the particular fund, among many other factors.

Incentives created (fund level) often reflects investments measured at fair value and therefore is subject to risk of substantial fluctuation by the time the underlying investments are liquidated. We earn the incentive income, if any, that the fund is then obligated to pay us with respect to our incentive interest (generally 20%) in the profits of our unaffiliated investors, subject to an annual preferred return of typically 8%. Incentive income is recognized when it is probable that significant reversal of revenue will not occur. We track incentives created (fund level) because it provides an indication of the value for us currently being created by investment activities of the funds and facilitates comparability with those companies in our industry that account for investments in carry funds as equity-method investments, thus effectively reflecting an accrual-based method for recognizing incentive income in their financial statements.

GAAP Consolidated Results of Operations

The following table sets forth our unaudited condensed consolidated statements of operations:

	Three months ended March 31,	
	2023	2022
	(in thousands, except per unit data)	
Revenues:		
Management fees	\$ —	\$ 60,431
Incentive income	59,401	2,599
Total revenues	<u>59,401</u>	<u>63,030</u>
Expenses:		
Compensation and benefits	(91)	(44,089)
Equity-based compensation	—	(1,497)
Incentive income compensation	(58,538)	(4,957)
Total compensation and benefits expense	<u>(58,629)</u>	<u>(50,543)</u>
General and administrative	(1,924)	(5,038)
Depreciation and amortization	—	(583)
Consolidated fund expenses	(14,136)	(24,802)
Total expenses	<u>(74,689)</u>	<u>(80,966)</u>
Other income (loss):		
Interest expense	(16,549)	(39,191)
Interest and dividend income	66,809	123,572
Net realized gain (loss) on consolidated funds' investments	31,680	(89,225)
Net change in unrealized appreciation (depreciation) on consolidated funds' investments	(25,182)	128,359
Investment income	51,722	11,741
Total other income	<u>108,480</u>	<u>135,256</u>
Income before income taxes	93,192	117,320
Income taxes	—	(3,697)
Net income	<u>93,192</u>	<u>113,623</u>
Less:		
Net income attributable to non-controlling interests in consolidated funds	(27,734)	(98,943)
Net (income) loss attributable to non-controlling interests in consolidated subsidiaries	(19,700)	3,002
Net income attributable to Oaktree Capital Group, LLC	45,758	17,682
Net income attributable to preferred unitholders	(6,829)	(6,829)
Net income attributable to Oaktree Capital Group, LLC Class A unitholders	<u>\$ 38,929</u>	<u>\$ 10,853</u>
Distributions declared per Class A unit	<u>\$ 0.11</u>	<u>\$ 0.97</u>
Net income per Class A unit (basic and diluted):		
Net income per Class A unit	<u>\$ 0.39</u>	<u>\$ 0.11</u>
Weighted average number of Class A units outstanding	<u>99,238</u>	<u>99,137</u>

First Quarter Ended March 31, 2023 Compared to the First Quarter Ended March 31, 2022

Revenues

Management Fees

Subsequent to the 2022 Restructuring, we no longer earn management fees and sub-advisory fees as a result of the deconsolidation of OCM Cayman.

Incentive Income

Incentive income increased \$56.8 million to \$59.4 million for the first quarter of 2023, from \$2.6 million for the first quarter of 2022. The increase in incentive income was primarily due to larger distributions in the first quarter of 2023 from Private Equity closed-end funds that were paying incentive income.

Expenses

Compensation and Benefits

Compensation and benefits expense decreased \$44.0 million, or 99.8%, to \$0.1 million for the first quarter of 2023, from \$44.1 million for the first quarter of 2022. The decrease in compensation and benefits expense was due to the 2022 Restructuring, subsequent to which, we no longer incur compensation and benefits expense related to Oaktree's non-U.S. employees in OCM Cayman.

Equity-based Compensation

Subsequent to the 2022 Restructuring, we no longer incur equity-based compensation expense due to the deconsolidation of OCM Cayman.

Incentive Income Compensation

Incentive income compensation expense increased \$53.5 million to \$58.5 million for the first quarter of 2023, from \$5.0 million for the first quarter of 2022, reflecting the increase in incentive income.

General and Administrative

Subsequent to the 2022 Restructuring, general and administrative expenses no longer includes direct and reimbursable expenses incurred by OCM Cayman. As a result, general and administrative expense decreased \$3.1 million, or 62.0%, to \$1.9 million for the first quarter of 2023, from \$5.0 million for the first quarter of 2022.

Depreciation and Amortization

In connection with the 2022 Restructuring, we deconsolidated OCM Cayman which held furniture and equipment, capitalized software and office leasehold improvements, and as a result, we no longer incur depreciation and amortization expense.

Consolidated Fund Expenses

Consolidated fund expenses decreased \$10.7 million, or 43.1%, to \$14.1 million for the first quarter of 2023, from \$24.8 million for the first quarter of 2022. The decrease is primarily due to the 2022 Restructuring, after which the Company no longer consolidates CLOs as their direct ownership interests are held by OCM Cayman.

Other Income (Loss)

Interest Expense

Interest expense decreased \$22.7 million, or 57.9%, to \$16.5 million for the first quarter of 2023, from \$39.2 million for the first quarter of 2022. The decrease is primarily due to the 2022 Restructuring, after which the Company no longer consolidates CLOs as their direct ownership interests are held by OCM Cayman, partially offset by higher interest rates on debt outstanding by our consolidated funds, primarily Opps XI.

Interest and Dividend Income

Interest and dividend income decreased \$56.8 million, or 46.0%, to \$66.8 million for the first quarter of 2023, from \$123.6 million for the first quarter of 2022. The decrease was primarily attributable to the deconsolidation of our CLOs as a result of the 2022 Restructuring, partially offset by an increase in income from our investment in Opps XI.

Net Realized Gain (Loss) on Consolidated Funds' Investments

Net realized gain (loss) on consolidated funds' investments increased \$120.9 million, to a gain of \$31.7 million for the first quarter of 2023, from a loss of \$89.2 million for the first quarter of 2022. The net realized gain during the first quarter of 2023 reflects our consolidated funds' performance on investments sold and is primarily related to gains on sales of investments in Opps XI, whereas the net realized loss during the first quarter of 2022 primarily resulted from realized losses on our Real Assets investments.

Net Change in Unrealized Appreciation (Depreciation) on Consolidated Funds' Investments

Net change in unrealized appreciation (depreciation) on consolidated funds' investments decreased \$153.6 million, to a loss of \$25.2 million for the first quarter of 2023, from a gain of \$128.4 million for the first quarter of 2022. Excluding the impact of the reversal of net realized gain (loss) on consolidated funds' investments, the net change in unrealized appreciation (depreciation) on consolidated funds' investments decreased \$32.6 million, to a net gain of \$6.5 million for the first quarter of 2023, from a net gain of \$39.1 million for the first quarter of 2022, primarily resulting from our investment in Opps XI, offset by the impact of the deconsolidation of our CLOs as a result of the 2022 Restructuring.

Investment Income

Investment income increased \$40.0 million, or 341.9%, to \$51.7 million for the first quarter of 2023, from \$11.7 million for the first quarter of 2022. The increase primarily reflected appreciation of the shares received in connection with the deconsolidations of SPACs in prior years.

Income Taxes

Subsequent to the 2022 Restructuring, the Company no longer consolidates OCM Cayman and no longer incurs income tax expense.

Net income Attributable to Non-controlling Interests in Consolidated Funds

Net income attributable to non-controlling interests in consolidated funds decreased \$71.2 million, to net income of \$27.7 million for the first quarter of 2023, from net income of \$98.9 million for the first quarter of 2022. The decrease reflected our consolidated funds' performance attributable to third-party investors in each period. These effects are described in more detail under "—Other Income (Loss)" above.

Net Income Attributable to Oaktree Capital Group, LLC Class A Unitholders

Net income attributable to Oaktree Capital Group, LLC Class A unitholders increased \$28.0 million, or 256.9%, to \$38.9 million for the first quarter of 2023, from \$10.9 million for the first quarter of 2022, primarily reflecting higher investment income. These effects are described in more detail under "—Investment Income" above.

Operating Metrics

We monitor certain operating metrics that we believe provide important data regarding our business. These operating metrics include incentive-creating AUM, incentives created (fund level), and accrued incentives (fund level).

Incentive-creating AUM

Incentive-creating AUM is set forth below and does not include undrawn capital commitments.

	As of		
	March 31, 2023	December 31, 2022	March 31, 2022
Incentive-creating AUM:			
Closed-end funds	\$ 47,882	\$ 43,635	\$ 40,356
Evergreen funds	3,070	2,983	4,239
Total	<u>\$ 50,952</u>	<u>\$ 46,618</u>	<u>\$ 44,595</u>

First Quarter Ended March 31, 2023

Incentive-creating AUM increased \$4.4 billion, or 9.4%, to \$51.0 billion as of March 31, 2023, from \$46.6 billion as of December 31, 2022. This increase reflected \$3.3 billion of net contributions and \$1.0 billion of market-value appreciation, inclusive of the impact of foreign currency fluctuations, in the first quarter of 2023.

Accrued Incentives (Fund Level) and Incentives Created (Fund Level)

Accrued incentives (fund level), gross and net of incentive income compensation expense, as well as changes in accrued incentives (fund level), are set forth below.

	As of or for the Three Months Ended March	
	2023	2022
Accrued Incentives (Fund Level):		
Beginning balance ⁽¹⁾	\$ 1,709,497	\$ 1,668,839
Incentives created (fund level):		
Closed-end funds	170,751	157,081
Evergreen funds	3,473	6,689
Total incentives created (fund level)	174,224	163,770
Less: incentive income recognized by us	(59,401)	(166,263)
Ending balance	<u>\$ 1,824,320</u>	<u>\$ 1,666,346</u>
Accrued incentives (fund level), net of associated incentive income compensation expense	<u>\$ 1,092,441</u>	<u>\$ 800,817</u>

(1) Beginning balance and activity for the period has been adjusted to align the timing of tax related incentive distributions presented herein and incentive income recognized in our financial statements in accordance with US GAAP.

As of March 31, 2023 and 2022, the portion of net accrued incentives (fund level) represented by funds that were currently paying incentives was \$10.2 million (or 0.9%) and \$29.2 million (or 3.6%), respectively, with the remainder arising from funds that as of that date were not at the stage of their cash distribution waterfall where Oaktree was entitled to receive incentives, other than possibly tax-related distributions.

As of March 31, 2023, \$740.6 million, or 67.8%, of the net accrued incentives (fund level) were in evergreen or closed-end funds that were incentive paying or in their liquidation period. Please see “—Critical Accounting Policies—Fair Value of Financial Instruments” for a discussion of the fair-value hierarchy level established by GAAP.

First Quarter Ended March 31, 2023

Incentives created (fund level) was \$174.2 million for the first quarter of March 31, 2023, primarily reflecting \$166.5 million from Credit.

GAAP Statement of Financial Condition (Unaudited)

We manage our financial condition without the consolidation of the Oaktree funds in which we serve as general partner. Since Oaktree's founding, Oaktree and, by extension, we have managed our financial condition in a way that builds our capital base and maintains sufficient liquidity for known and anticipated uses of cash. Our assets do not include accrued incentives (fund level), an off-balance sheet metric. As a result of the 2022 Restructuring, we no longer directly hold an economic interest in OCM Cayman or a voting interest in its general partner and therefore OCM Cayman was deconsolidated as of the Effective Date of the 2022 Restructuring. Additionally, we concluded that we were no longer the primary beneficiary for CLOs as their direct ownership interests are held by OCM Cayman. Assets and liabilities related to OCM Cayman and CLOs are not reflected on our consolidated statement of financial condition as of March 31, 2023.

The following table presents our unaudited condensed consolidating statement of financial condition:

	As of March 31, 2023			
	Oaktree and Operating Subsidiaries	Consolidated Funds	Eliminations	Consolidated
	(in thousands)			
Assets:				
Cash and cash-equivalents	\$ 163,450	\$ —	\$ —	\$ 163,450
Corporate investments	2,184,364	—	(987,008)	1,197,356
Receivables and other assets	109,927	—	—	109,927
Assets of consolidated funds	—	4,636,719	—	4,636,719
Total assets	<u>\$ 2,457,741</u>	<u>\$ 4,636,719</u>	<u>\$ (987,008)</u>	<u>\$ 6,107,452</u>
Liabilities and Capital:				
Liabilities:				
Accounts payable and accrued expenses	\$ 118,001	\$ —	\$ —	\$ 118,001
Due to affiliates	15,806	—	—	15,806
Debt obligations	217,040	—	—	217,040
Liabilities of consolidated funds	—	861,512	—	861,512
Total liabilities	<u>350,847</u>	<u>861,512</u>	<u>—</u>	<u>1,212,359</u>
Non-controlling redeemable interests in consolidated funds	—	—	2,788,199	2,788,199
Capital:				
Capital attributable to OCG preferred unitholders	400,584	—	—	400,584
Capital attributable to OCG Class A unitholders	1,330,452	635,436	(635,436)	1,330,452
Non-controlling interest in consolidated subsidiaries	375,858	351,572	(351,572)	375,858
Non-controlling interest in consolidated funds	—	2,788,199	(2,788,199)	—
Total capital	<u>2,106,894</u>	<u>3,775,207</u>	<u>(3,775,207)</u>	<u>2,106,894</u>
Total liabilities and capital	<u>\$ 2,457,741</u>	<u>\$ 4,636,719</u>	<u>\$ (987,008)</u>	<u>\$ 6,107,452</u>

Corporate Investments

	As of		
	March 31, 2023	December 31, 2022	March 31, 2022
	(in thousands)		
Oaktree funds:			
Credit	\$ 1,811,102	\$ 1,620,971	\$ 1,845,362
Private Equity	225,055	220,417	242,251
Real Assets	48,286	57,056	27,265
Listed Equities	41,615	40,233	26,120
Non-Oaktree	58,306	76,660	20,138
Total corporate investments – Oaktree and operating subsidiaries	2,184,364	2,015,337	2,161,136
Eliminations	(987,008)	(823,833)	(1,139,649)
Total corporate investments – Consolidated	<u>\$ 1,197,356</u>	<u>\$ 1,191,504</u>	<u>\$ 1,021,487</u>

Liquidity and Capital Resources

We manage our liquidity and capital requirements by focusing on our cash flows before the consolidation of Oaktree funds and the effect of normal changes in short-term assets and liabilities. Our primary cash flow activities on an unconsolidated basis involve (a) generating cash flow from operations, (b) generating income from investment activities, including strategic investments in certain third parties, (c) funding capital commitments that we have made to Oaktree funds in which we act as general partner, (d) funding our growth initiatives, (e) distributing cash flow to our Class A and OCGH and OEP unitholders, (f) borrowings, interest payments and repayments under credit agreements, our senior notes and other borrowing arrangements, and (g) issuances of, and distributions made on, our preferred units. As of March 31, 2023, the Company on an unconsolidated basis had \$163.5 million of cash and U.S. Treasury and other securities and \$217.0 million of outstanding debt. See the Future Sources and Uses of Liquidity section for additional details of Oaktree and its indirect subsidiaries financing activities in 2022.

As a result of the 2022 Restructuring, the Company no longer directly controls OCM Cayman and therefore OCM Cayman was deconsolidated as of the Effective Date of the 2022 Restructuring. Ongoing sources of cash include incentive income, which is volatile and largely unpredictable as to amount and timing, and distributions stemming from our corporate investments in funds and companies. We primarily use cash flow from operations and distributions from our corporate investments to pay compensation and related expenses, service fees under our services agreement with OCM, debt service, and distributions. This same cash flow, together with proceeds from equity and debt issuances, is also used to fund corporate investments, fixed assets and other capital items. Subject to applicable law and certain consent rights contained in our operating agreement, pursuant to a covenant in our operating agreement Oaktree plans to cause its operating group entities to distribute, on a quarterly basis, at least 85% of their adjusted distributable earnings, as defined in our operating agreement, and we plan to distribute amounts we receive in respect of such distributions, less any tax and tax receivable obligations, to holders of our Class A units. Distributions from each Operating Group entity may not be proportionate to its share of adjusted distributable earnings.

Distributions on the preferred units are discretionary and non-cumulative. We may redeem, at our option, out of funds legally available, the preferred units, in whole or in part, at any time on or after June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, at a price of \$25.00 per preferred unit plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions. Holders of the preferred units have no right to require the redemption of such preferred units.

We have subscribed for a limited partner interest in, and made a capital commitment of, \$750 million to Oaktree Opportunities Fund XI, L.P., a parallel investment vehicle thereof or a feeder fund in respect of one of the foregoing (such limited partner interest, the "Opps XI Investment" and such fund entities collectively, "Opps XI"). In order to fund the Opps XI Investment, our sole Class A unitholder, or one of its affiliates, will contribute cash as a capital contribution (the "Opps XI Investment Cash") as and to the extent required to satisfy our obligations to Opps XI. We will use the Opps XI Investment Cash solely to fund the Opps XI Investment and satisfy our obligations in respect of Opps XI. Distributions from the Opps XI Investment are intended for the benefit of the Class A unitholder, subject to applicable law. Our preferred unitholders should not rely on distributions received by us in respect of the Company's Opps XI Investment for payment of dividends or redemption of the preferred units. As of March 31, 2023, \$525 million of the \$750 million capital commitment was funded.

On or around May 12, 2023, we will subscribe for a limited partner interest in, and make a capital commitment of, \$750 million to Oaktree Opportunities Fund XII, L.P., a parallel investment vehicle thereof or a feeder fund in respect of one of the foregoing (such limited partner interest, the "Opps XII Investment" and such fund entities collectively, "Opps XII"). In order to fund the Opps XII Investment, our sole Class A unitholder, or one of its affiliates, will contribute cash as a capital contribution (the "Opps XII Investment Cash") as and to the extent required to satisfy our obligations to Opps XII. We will use the Opps XII Investment Cash solely to fund the Opps XII Investment and satisfy our obligations in respect of Opps XII. Distributions from the Opps XII Investment are intended for the benefit of the Class A unitholder, subject to applicable law. Our preferred unitholders should not rely on distributions received by us in respect of the Company's Opps XII Investment for payment of dividends or redemption of the preferred units.

Consolidated Cash Flows

The accompanying condensed consolidated statements of cash flows include our consolidated funds, despite the fact that we typically have only a minority economic interest in those funds. The assets of consolidated funds, on a gross basis, are larger than the assets of our business and, accordingly, have a substantial effect on the cash flows reflected in our condensed consolidated statements of cash flows. The primary cash flow activities of our consolidated funds involve:

- raising capital from third-party investors;
- using the capital provided by us and third-party investors to fund investments and operating expenses;
- financing certain investments with indebtedness;
- generating cash flows through the realization of investments, as well as the collection of interest and dividend income; and
- distributing net cash flows to fund investors and to us.

Because our consolidated funds are either treated as investment companies for accounting purposes or represent CLOs whose primary operations are investing activities, their investing cash flow amounts are included in our cash flows from operations. We believe that we and each of the consolidated funds has sufficient access to cash to fund our and their respective operations in the near term. Subsequent to the 2022 Restructuring, the Company no longer consolidates the CLOs as their direct ownership interests are held by OCM Cayman.

Significant amounts from our condensed consolidated statements of cash flows for the three months ended March 31, 2023 and 2022 are discussed below.

Operating Activities

Operating activities used \$156.6 million and \$701.8 million of cash for the first three months of 2023 and 2022, respectively. These amounts principally reflected net income (loss), purchases of securities, net of non-cash adjustments, and net realized and unrealized (gain) loss from consolidated fund investments in each of the respective periods as well as net purchases of securities of the consolidated funds.

Investing Activities

Investing activities used \$28.0 million and provided \$12.4 million of cash for the first three months of 2023 and 2022, respectively. Corporate investments in funds and companies of \$43.5 million and \$21.9 million for the first three months of 2023 and 2022, respectively, consisted of the following:

	Three months ended March 31,	
	2023	2022
	(in thousands)	
Funds	\$ 198,740	\$ 265,063
Eliminated in consolidation	(155,193)	(243,141)
Total investments	<u>\$ 43,547</u>	<u>\$ 21,922</u>

Distributions and proceeds from corporate investments in funds and companies of \$71.6 million and \$14.0 million for the first three months of 2023 and 2022, respectively, consisted of the following:

	Three months ended March 31,	
	2023	2022
	(in thousands)	
Funds	\$ 79,638	\$ 84,785
Eliminated in consolidation	(8,075)	(70,754)
Total proceeds	<u>\$ 71,563</u>	<u>\$ 14,031</u>

Financing Activities

Financing activities provided \$409.7 million and \$709.4 million of cash for the first three months of 2023 and 2022, respectively, and included: (a) net contributions from non-controlling interests of \$577.0 million and \$443.5 million; (b) distributions to unitholders of \$14.7 million and \$156.5 million; (c) net capital contributions of \$149.2 million and \$111.2 million; and (d) payments of debt issuance costs of \$0.0 million and \$2.3 million. Additionally, the first three months of 2023 and 2022 included borrowings of \$50.3 million and \$242.7 million, respectively, and repayments of \$352.1 million and \$220.6 million, respectively, related to consolidated funds. The decrease in proceeds from CLO debt obligations was due to the 2022 Restructuring.

Future Sources and Uses of Liquidity

We expect to continue to make distributions to our preferred unitholders in accordance with their contractual terms and our Class A unitholders pursuant to our distribution policy for our common units as described in our operating agreement. In the future, subject to our operating agreement we may also issue additional units or debt and other equity securities with the objective of increasing our available capital. In addition, we may, from time to time, repurchase our preferred units in open market or privately negotiated purchases or otherwise, redeem our preferred units pursuant to the terms of their respective governing documents, or repurchase OCGH or OEP units.

In addition to our ongoing sources of cash that include incentive income and distributions related to our corporate investments in funds and companies, we also have access to liquidity through our debt financings, credit agreements and equity financings. Prior to the 2019 Restructuring, our financial statements reflected debt and debt service of the entire Oaktree Operating Group. Until 2022, OCM had historically been the only direct borrower or issuer under credit agreements and private placement notes with third parties and made all payments of principal and interest. While certain Oaktree Operating Group entities (including Oaktree Capital I) are co-obligors and jointly and severally liable, debt obligations are reflected in the condensed consolidated financial statements based upon the entity that actually made the borrowing and received the related proceeds. Accordingly, our financial statements after the 2019 Restructuring generally will not reflect debt obligations, interest expense or related liabilities associated with OCM, Oaktree Capital II and Oaktree AIF. Subsequent to the 2022 Restructuring, our financial statements no longer reflect debt obligations, interest expense or related liabilities associated with OCM, OCM Cayman, Oaktree Capital II and Oaktree AIF.

We believe that the sources of liquidity described below will be sufficient to fund our working capital requirements for at least the next twelve months.

Debt Financings

In June 2022, our consolidated subsidiary Oaktree Capital I issued and sold to certain accredited investors €50 million of its 2.20% Senior Notes, Series A, due 2032, €75 million of its 2.40% Senior Notes, Series B, due 2034, and €75 million of its 2.58% Senior Notes, Series C, due 2037. These series of notes are senior unsecured obligations of Oaktree Capital I, jointly and severally guaranteed by our former indirect subsidiaries OCM, Oaktree Capital II and Oaktree AIF. These notes provide for certain affirmative and negative covenants, including financial covenants relating to the issuer's and guarantors' combined leverage ratio and minimum assets under management. In addition, these notes contain customary representations and warranties of the issuer and the guarantors, and customary events of default, in certain cases, subject to cure periods. The issuer may prepay all, or from time to time any part of, any series of these notes at any time, subject, in the case of optional prepayment prior to the date that is three months prior to the maturity of the notes, to the issuer's payment of the applicable make-whole amount and swap breakage loss, if any, determined with respect to such principal amount prepaid. Upon the occurrence of a

change of control, the issuer will be required to make an offer to prepay each series of these notes without any make-whole amount.

In January 2022, OCM issued and sold to certain accredited investors \$200 million of 3.06% senior notes due 2037 (the "2037 Notes"). The 2037 Notes are senior unsecured obligations of OCM, jointly and severally guaranteed by Oaktree Capital I, Oaktree Capital II and Oaktree AIF. The 2037 Notes provide for certain affirmative and negative covenants, including financial covenants relating to the issuer's and guarantors' combined leverage ratio and minimum assets under management. In addition, the 2037 Notes contain customary representations and warranties of the issuer and the guarantors, and customary events of default, in certain cases, subject to cure periods. The issuer may prepay all, or from time to time any part of, the 2037 Notes at any time, subject in the case of optional prepayment prior to the date that is three months prior to the maturity of the notes, to the issuer's payment of the applicable make-whole amount determined with respect to such principal amount prepaid. Upon the occurrence of a change of control, the issuer will be required to make an offer to prepay the 2037 Notes without any make-whole amount. As OCM is the issuer of such senior unsecured notes, the outstanding principal and interest payments guaranteed by Oaktree Capital I will not be included in our financial statements unless an event of default occurs.

In July 2020, OCM issued and sold to certain accredited investors \$200 million aggregate principal amount of 3.64% Senior Notes, Series A, due 2030 (the "Series A 2030 Notes") and \$50 million aggregate principal amount of 3.84% Senior Notes, Series B, due 2035 (the "Series B 2035 Notes") pursuant to a note and guaranty agreement. Both series of notes are senior unsecured obligations of OCM, jointly and severally guaranteed by Oaktree Capital I, Oaktree Capital II and Oaktree AIF. Both series of notes provide for certain affirmative and negative covenants, including financial covenants relating to the issuer's and guarantors' combined leverage ratio and minimum assets under management. In addition, the Series A 2030 Notes and Series B 2035 Notes contain customary representations and warranties of the issuer and the guarantors, and customary events of default, in certain cases, subject to cure periods. The issuer may prepay all, or from time to time any part of, the Series A 2030 Notes and Series B 2035 Notes at any time, subject in the case of optional prepayment prior to the date that is three months prior to the maturity of the notes, to the issuer's payment of the applicable make-whole amount determined with respect to such principal amount prepaid. Upon the occurrence of a change of control, the issuer will be required to make an offer to prepay both series of notes without any make-whole amount. As OCM is the issuer of such senior unsecured notes, the outstanding principal and interest payments guaranteed by Oaktree Capital I will not be included in our financial statements unless an event of default occurs.

In May 2020, Oaktree Capital I, along with certain other Oaktree Operating Group members as co-borrowers, entered into a credit agreement with a subsidiary of Brookfield that provides for a subordinated credit facility maturing on May 19, 2023. The subordinated credit facility has a revolving loan commitment of \$250 million and borrowings generally bear interest at a spread to either LIBOR or an alternative base rate. Borrowings on the subordinated credit facility are subordinate to the outstanding debt obligations and borrowings on the primary credit facility of Oaktree Capital I and its co-borrowers as detailed in note 8 to our condensed consolidated financial statements included elsewhere in this quarterly report. Oaktree Capital I is jointly and severally liable, along with its co-obligors for outstanding borrowings on the subordinated credit facility. As set forth in such note 8, the Company's financial statements generally will not reflect debt obligations, interest expense or related liabilities associated with its operating subsidiaries until such time as Oaktree Capital I directly borrows from the subordinated credit facility. In March 2022, the Company entered into an amendment to the credit facility to extend the revolving credit maturity date from May 19, 2023 to September 14, 2026. No amounts were outstanding on the subordinated credit facility as of March 31, 2023.

In September 2021, Oaktree Capital I, OCM, Oaktree Capital II and Oaktree AIF (collectively, the "Borrowers") entered into the Sixth Amendment to Credit Agreement (the "Sixth Agreement"), which amended the credit agreement as of December 13, 2019 (as amended through and including the Sixth Amendment, the "Credit Agreement"). The Sixth Amendment extended the maturity date of the Credit Agreement from December 13, 2024 to September 14, 2026, modified the AUM covenant threshold from \$65 billion of AUM to \$57.5 billion of management fee-generating AUM, and increased the maximum leverage ratio to 4.00x-to-1.00x. In December 2022, the Borrowers entered into the Seventh Amendment to Credit Agreement (the "Seventh Agreement"). The Seventh Amendment extended the maturity date of the Credit Agreement from September 14, 2026 to December 15, 2027 with the potential to extend the maturity for up to two additional years, and implemented language consistent with U.S. syndicated loan market practice to use an adjusted forward-looking term rate based on the secured overnight financing rate ("SOFR"), as a replacement for the London Interbank Offered Rate. As set forth in note 8 to our condensed consolidated financial statements included elsewhere in this quarterly report, the Company's financial statements generally will not reflect debt obligations, interest expense or related liabilities associated with its operating subsidiaries until such time as Oaktree Capital I directly borrows from the subordinated credit facility. Based on the current credit ratings of OCM,

the interest rate on borrowings is the term SOFR reference rate plus 1.10% per annum and the commitment fee on the unused portions of the revolving credit facility is 0.10% per annum. The term SOFR reference rate is determined by the tenor of the borrowings and set by the CME Group Benchmark Administration Limited (CBA). As of March 31, 2023, no amounts were outstanding under the \$650 million revolving credit facility.

In December 2017, OCM issued and sold to certain accredited investors \$250 million of 3.78% senior notes due 2032 (the "2032 Notes"). The 2032 Notes are senior unsecured obligations of OCM, jointly and severally guaranteed by Oaktree Capital I, Oaktree Capital II and Oaktree AIF. The proceeds from the sale of the 2032 Notes and cash on hand were used to redeem the \$250 million of 6.75% Senior Notes due 2019 and to pay the related make-whole premium to holders thereof. The 2032 Notes provide for certain affirmative and negative covenants, including financial covenants relating to the issuer's and guarantors' combined leverage ratio and minimum assets under management. In addition, the 2032 Notes contain customary representations and warranties of the issuer and the guarantors, and customary events of default, in certain cases, subject to cure periods. The issuer may prepay all, or from time to time any part of, the 2032 Notes at any time, subject to the issuer's payment of the applicable make-whole amount determined with respect to such principal amount prepaid. Upon the occurrence of a change of control, the issuer will be required to make an offer to prepay the 2032 Notes together with the applicable make-whole amount determined with respect to such principal amount prepaid.

In July 2016, OCM issued and sold to certain accredited investors \$100 million of 3.69% senior notes due July 12, 2031 (the "2031 Notes"). The 2031 Notes are senior unsecured obligations of OCM, jointly and severally guaranteed by Oaktree Capital I, Oaktree Capital II and Oaktree AIF pursuant to a note and guaranty agreement. The proceeds from the sale of the 2031 Notes were used to simultaneously repay \$100 million of borrowings outstanding under the \$250 million term loan due March 31, 2021. The 2031 Notes provide for certain affirmative and negative covenants, including financial covenants relating to the issuer's and guarantors' combined leverage ratio and minimum assets under management. In addition, the 2031 Notes contain customary representations and warranties of the issuer and the guarantors, and customary events of default, in certain cases, subject to cure periods. The issuer may prepay all, or from time to time any part of, the 2031 Notes at any time, subject to the issuer's payment of the applicable make-whole amount determined with respect to such principal amount prepaid. Upon the occurrence of a change of control, the issuer will be required to make an offer to prepay the 2031 Notes together with the applicable make-whole amount determined with respect to such principal amount prepaid.

In September 2014, OCM issued and sold to certain accredited investors \$50 million aggregate principal amount of 3.91% Senior Notes, Series A, due September 3, 2024 (the "Series A Notes"), \$100 million aggregate principal amount of 4.01% Senior Notes, Series B, due September 3, 2026 (the "Series B Notes") and \$100 million aggregate principal amount of 4.21% Senior Notes, Series C, due September 3, 2029 (the "Series C Notes" and together with the Series A Notes and the Series B Notes, the "Senior Notes") pursuant to a note and guarantee agreement. The Senior Notes are senior unsecured obligations of OCM, guaranteed on a joint and several basis by Oaktree Capital I, Oaktree Capital II and Oaktree AIF. Interest on the 2014 Notes is payable semi-annually. The Senior Notes provide for certain affirmative and negative covenants, including financial covenants relating to the issuer's and guarantors' combined leverage ratio and minimum assets under management. In addition, the Senior Notes contain customary representations and warranties of the issuer and the guarantors, and customary events of default, in certain cases, subject to cure periods. The issuer may prepay all, or from time to time any part of, the Senior Notes at any time, subject to the issuer's payment of the applicable make-whole amount determined with respect to such principal amount prepaid. Upon the occurrence of a change of control, the issuer will be required to make an offer to prepay the Senior Notes together with the applicable make-whole amount determined with respect to such principal amount prepaid.

Preferred Unit Issuances

On May 17, 2018, we issued 7,200,000 of our 6.625% Series A preferred units representing limited liability company interests with a liquidation preference of \$25.00 per unit. The issuance resulted in \$173.7 million in net proceeds to us. Distributions on the Series A preferred units, when and if declared by the board of directors of Oaktree, will be paid quarterly on March 15, June 15, September 15 and December 15 of each year. Distributions on the Series A preferred units are non-cumulative.

On August 9, 2018, we issued 9,400,000 of our 6.550% Series B preferred units representing limited liability company interests with a liquidation preference of \$25.00 per unit. The issuance resulted in \$226.9 million in net proceeds to us. Distributions on the Series B preferred units, when and if declared by the board of directors of Oaktree, will be paid quarterly on March 15, June 15, September 15 and December 15 of each year. Distributions on the Series B preferred units are non-cumulative.

Unless distributions have been declared and paid or declared and set apart for payment on the preferred units for a quarterly distribution period, during the remainder of that distribution period we may not repurchase any common units or any other units that are junior in rank, as to the payment of distributions, to the preferred units and we may not declare or pay or set apart payment for distributions on any common units or junior units for the remainder of that distribution period, other than certain Permitted Distributions (as defined in the unit designation related to the applicable preferred units (each, the "Preferred Unit Designation")).

We may redeem, at our option, out of funds legally available, the preferred units, in whole or in part, at any time on or after June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, at a price of \$25.00 per preferred unit plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions. Holders of the preferred units have no right to require the redemption of the preferred units.

If a Change of Control Event (as defined in the applicable Preferred Unit Designation) occurs prior to June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, we may, at our option, out of funds legally available, redeem the applicable preferred units, in whole but not in part, upon at least 30 days' notice, within 60 days of the occurrence of such Change of Control Event, at a price of \$25.25 per preferred unit, plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions.

If a Tax Redemption Event or Rating Agency Event (each, as defined in the applicable Preferred Unit Designation) occurs prior to June 15, 2023 in respect of the Series A preferred units or September 15, 2023 in respect of the Series B preferred units, we may, at our option, out of funds legally available, redeem the applicable preferred units, in whole but not in part, upon at least 30 days' notice, within 60 days of the occurrence of such Tax Redemption Event or Rating Agency Event, at a price of \$25.50 per preferred unit, plus declared and unpaid distributions to, but excluding, the redemption date, without payment of any undeclared distributions.

The preferred units are not convertible into Class A units or any other class or series of our interests or any other security. Holders of the preferred units do not have any of the voting rights given to holders of our Class A units, except that holders of the preferred units are entitled to certain voting rights under certain conditions.

Contractual Obligations, Commitments and Contingencies

In the ordinary course of business, we and our consolidated funds enter into contractual arrangements that may require future cash payments. The following table sets forth information related to anticipated future cash payments as of March 31, 2023:

	Remainder of 2023	2024-2025	2026-2027	Thereafter	Total
	(in thousands)				
Oaktree and Operating Subsidiaries:					
Senior note principal repayment ⁽¹⁾	\$ —	\$ —	\$ —	\$ 218,260	\$ 218,260
Interest obligations on debt ⁽²⁾	2,638	10,553	10,553	40,209	63,953
OCG limited partner commitments to Oaktree funds ⁽³⁾	225,000	—	—	—	225,000
Oaktree Capital I general partner commitments to Oaktree and third-party funds ⁽³⁾	311,145	—	—	—	311,145
Subtotal	\$ 538,783	\$ 10,553	\$ 10,553	\$ 258,469	\$ 818,358
Consolidated Funds:					
Debt obligations payable ⁽¹⁾	\$ 699,053	\$ —	\$ —	\$ —	\$ 699,053
Interest obligations on debt ⁽⁴⁾	16,154	—	—	—	16,154
Total	\$ 1,253,990	\$ 10,553	\$ 10,553	\$ 258,469	\$ 1,533,565

(1) These obligations represent future principal payments, gross of debt issuance costs.

(2) Interest obligations include interest on outstanding indebtedness. All figures are based on the conversion of amounts from EUR to USD using the foreign exchange spot rate of 1.09 as of March 31, 2023.

- (3) These obligations represent commitments by us to provide limited and general partner capital funding to our funds and limited partner capital funding to funds managed by unaffiliated third parties. These amounts are generally due on demand and are therefore presented in the 2023 column. Capital commitments are expected to be called over a period of several years.
- (4) Interest obligations include accrued interest on outstanding indebtedness. Where applicable, current interest rates are applied to estimate future interest obligations on variable-rate debt.

In some of our service contracts or management agreements, we have agreed to indemnify third-party service providers or separate account clients under certain circumstances. The terms of the indemnities vary from contract to contract and the amount of indemnification liability, if any, cannot be determined and has neither been included in the above table nor recorded in our condensed consolidated financial statements as of March 31, 2023.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements. Please see note 13 to our condensed consolidated financial statements included elsewhere in this quarterly report for information on our commitments and contingencies.

Critical Accounting Estimates

We prepare our condensed consolidated financial statements in accordance with GAAP. In applying many of these accounting principles, we need to make assumptions, estimates or judgments that affect the reported amounts of assets, liabilities, revenues and expenses in our condensed consolidated financial statements. We base our estimates and judgments on historical experience and other assumptions that we believe are reasonable under the circumstances. These assumptions, estimates or judgments, however, are both subjective and subject to change, and actual results may differ from our assumptions and estimates. If actual amounts are ultimately different from our estimates, the revisions are included in our results of operations for the period in which the actual amounts become known. We believe our critical accounting policies could potentially produce materially different results if we were to change underlying assumptions, estimates or judgments. Our most significant assumptions and estimates are related to the valuation of our corporate investments and the investments of our consolidated funds. For a summary of our significant accounting policies and estimates, please see the notes to our condensed consolidated financial statements included elsewhere in this quarterly report. For a summary of our critical accounting policies, please see "Management's Discussion and Analysis of Financial Condition and Result of Operations—Critical Accounting Estimates" in our annual report.

Recent Accounting Developments

Please see note 2 to our condensed consolidated financial statements included elsewhere in this quarterly report for information regarding recent accounting developments.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

In the normal course of business, we are exposed to a broad range of risks inherent in the financial markets in which we participate, including price risk, interest-rate risk, access to and cost of financing risk, liquidity risk, counterparty risk and foreign exchange-rate risk. Potentially negative effects of these risks may be mitigated to a certain extent by those aspects of our investment approach, investment strategies, fundraising practices or other business activities that are designed to benefit, either in relative or absolute terms, from periods of economic weakness, tighter credit or financial market dislocations.

Our predominant exposure to market risk is related to our role as general partner or investment adviser to our funds, and the sensitivities to movements in the fair value of their investments on incentive income and investment income, as applicable. The fair value of the financial assets and liabilities of our funds may fluctuate in response to changes in, among many factors, the fair value of securities, foreign-exchange rates, commodities prices and interest rates.

Price Risk

Impact on Net Change in Unrealized Appreciation (Depreciation) on Consolidated Funds' Investments

As of March 31, 2023, we had investments, at fair value of \$4.2 billion related to our consolidated funds. We estimate that a 10% decline in market values would result in a decrease in unrealized appreciation (depreciation) on the consolidated funds' investments of \$421.1 million. Of this decline, approximately \$69.2 million would impact net income attributable to OCG Class A unitholders, with the remainder attributable to non-controlling interests. The magnitude of the impact on net income is largely affected by the percentage of our equity ownership interest.

Impact on Incentive Income (before consolidation of funds)

Incentive income is recognized only when it is probable that a significant reversal will not occur, which in the case of (a) our closed-end funds, generally occurs only after all contributed capital and an annual preferred return on that capital (typically 8%) have been distributed to the fund's investors and (b) our active evergreen funds, generally occurs as of December 31, based on the increase in the fund's NAV during the year, subject to any high-water marks or hurdle rates. In the case of closed-end funds, the link between short-term fluctuations in market values and a particular period's incentive income may in part be indirect. Thus the effect on incentive income of a 10% decline in market values is not readily quantifiable. A decline in market values would be expected to cause a decline in incentive income.

Impact on Investment Income (before consolidation of funds)

Investment income or loss arises from our pro-rata share of income or loss from our investments, generally in our capacity as general partner in our funds. This income is directly affected by changes in market risk factors. Based on investments held as of March 31, 2023, a 10% decline in fair values of the investments held in our funds and other holdings would result in a \$218.4 million decrease in the amount of investment income. These estimated effects are without regard to a number of factors that would be expected to increase or decrease the magnitude of the change to degrees that are not readily quantifiable, such as the use of leverage facilities in certain of our funds, the timing of fund flows or the timing of new investments or realizations.

Exchange-rate Risk

Subsequent to the 2022 Restructuring and the deconsolidation of OCM Cayman, we no longer have foreign subsidiaries and the associated exchange rate risk related to those operations. At any point in time, some of the investments held by our closed-end and evergreen funds may be denominated in non-U.S. dollar currencies on an unhedged basis. Changes in currency rates could affect incentive income, incentives created (fund level) and investment income with respect to such closed-end and evergreen funds; however, the degree of impact is not readily determinable because of the many indirect effects that currency movements may have on individual investments.

Credit Risk

We are party to agreements providing for various financial services and transactions that contain an element of risk in the event that the counterparties are unable to meet the terms of such agreements. In such agreements, we depend on the respective counterparty to make payment or otherwise perform. We generally

endeavor to minimize our risk of exposure by limiting to reputable financial institutions the counterparties with which we enter into financial transactions. In other circumstances, availability of financing from financial institutions may be uncertain due to market events, and we may not be able to access these financing markets.

Interest-rate Risk

As of March 31, 2023, the Company and its operating subsidiary had \$218.3 million of debt obligations outstanding that bear interest at a fixed rate. As of March 31, 2023, the Company and its operating subsidiary are jointly and severally liable for \$1.1 billion of debt obligations outstanding under the senior notes issuances and no amounts outstanding under the revolving credit facilities. The senior notes issuances bear interest at a fixed rate. The revolving credit facilities bear interest at a variable rate.

Our consolidated funds have debt obligations, most of which accrue interest at variable rates. Changes in these rates would affect the amount of interest payments that our funds would have to make, impacting future earnings and cash flows. As of March 31, 2023, the consolidated funds had \$0.7 billion of principal or par value, as applicable, outstanding under these debt obligations. We estimate that interest expense relating to variable-rate debt would increase on an annualized basis by \$7.0 million in the event interest rates were to increase by 100 basis points.

As credit-oriented investors, we are also subject to interest-rate risk through the securities we hold in our consolidated funds. A 100-basis point increase in interest rates would be expected to negatively affect prices of securities that accrue interest income at fixed rates and therefore negatively impact the net change in unrealized appreciation (depreciation) on consolidated funds' investments. The actual impact is dependent on the average duration of such holdings. Conversely, securities that accrue interest at variable rates would be expected to benefit from a 100-basis point increase in interest rates because these securities would generate higher levels of current income and therefore positively impact interest and dividend income. In cases where our funds pay management fees based on NAV, we would expect our management fees to experience a change in direction and magnitude corresponding to that experienced by the underlying portfolios.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) that are designed to ensure that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired objectives.

Our management, including our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) are effective at the reasonable assurance level to accomplish their objectives of ensuring that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

No changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during our most recent quarter, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For a discussion of legal proceedings, please see the section entitled “Legal Actions” in note 15 to our condensed consolidated financial statements included elsewhere in this quarterly report, which section is incorporated herein by reference. Also, please see “Item 1A. Risk Factors—Risks Related to Our Business—Extensive regulation in the United States and abroad affects our activities and creates the potential for significant liabilities and penalties that could adversely affect our business and results of operations” in our annual report.

Item 1A. Risk Factors

For a discussion of our potential risks and uncertainties, please see the information under “Risk Factors” in our annual report. There have been no material changes to the risk factors disclosed in those reports.

The risks described in our annual report are not the only risks facing us. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or results of operations.

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

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

Investment in Oaktree Opportunities Fund XII

On or around May 12, 2023, the Company will subscribe for a limited partner interest in, and make a capital commitment of, \$750 million to Oaktree Opportunities Fund XII, L.P., a parallel investment vehicle thereof or a feeder fund in respect of one of the foregoing (such limited partner interest, the “Opps XII Investment” and such fund entities collectively, “Opps XII”). In order to make the Opps XII Investment, the Company’s sole Class A unitholder, or one of its affiliates, will contribute cash as a capital contribution (the “Opps XII Investment Cash”) as and to the extent required to satisfy the Company’s obligations to Opps XII. The Company will use the Opps XII Investment Cash solely to fund the Opps XII Investment and satisfy its obligations in respect of Opps XII and distributions from the Opps XII Investment are intended solely for the benefit of the Class A unitholder, subject to applicable law. The Company’s preferred unitholders should not rely on distributions received by the Company in respect of the Company’s Opps XII Investment for payment of dividends or redemption of the preferred units.

Item 6. Exhibits

For a list of exhibits filed with this report, refer to the Exhibits Index on the page immediately preceding the exhibits, which Exhibit Index is incorporated herein by reference.

SIGNATURE

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

Date: May 12, 2023

Oaktree Capital Group, LLC

By: _____ /s/ Daniel D. Levin

Name: Daniel D. Levin

Title: Chief Financial Officer and Authorized Signatory

EXHIBITS INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
3.1	Restated Certificate of Formation of the registrant (incorporated by reference to Exhibit 3.1 to the registrant's Registration Statement on Form S-1, filed with the SEC on June 17, 2011).
3.2	Sixth Amended and Restated Operating Agreement of the registrant dated as of March 20, 2023 (including Unit Designation with respect to the Series A Preferred Units, dated May 17, 2018, and Unit Designation with respect to the Series B Preferred Units, dated August 9, 2018) (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 10-K/A dated April 24, 2023, filed with the SEC on April 24, 2023).
4.1	Third Amendment and Joinder to the 2014 Note and Guaranty Agreement, dated April 7, 2023, by and among Oaktree Capital Management, L.P., Oaktree Capital I, L.P., Oaktree Capital II, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Management (Cayman), L.P. and the each of the holders party thereto.††
4.2	Second Amendment and Joinder to the 2016 Note and Guaranty Agreement, dated as of April 7, 2023, by and among Oaktree Capital Management, L.P., Oaktree Capital I, L.P., Oaktree Capital II, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Management (Cayman), L.P. and the each of the holders party thereto.††
4.3	Second Amendment and Joinder to the 2017 Note and Guaranty Agreement, dated as of April 7, 2023, by and among Oaktree Capital Management, L.P., Oaktree Capital I, L.P., Oaktree Capital II, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Management (Cayman), L.P. and the each of the holders party thereto.††
4.4	Amendment and Joinder to the 2020 Note and Guaranty Agreement, dated as of April 7, 2023, by and among Oaktree Capital Management, L.P., Oaktree Capital I, L.P., Oaktree Capital II, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Management (Cayman), L.P. and the each of the holders party thereto.††
4.5	Amendment and Joinder to the 2021 Note and Guaranty Agreement, dated as of April 7, 2023, by and among Oaktree Capital Management, L.P., Oaktree Capital I, L.P., Oaktree Capital II, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Management (Cayman), L.P. and the each of the holders party thereto.††
4.6	Amendment and Joinder to the 2022 Note and Guaranty Agreement, dated as of April 7, 2023, by and among Oaktree Capital Management, L.P., Oaktree Capital I, L.P., Oaktree Capital II, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Management (Cayman), L.P. and the each of the holders party thereto.††
10.1	Amendment to the Third Amended and Restated Tax Receivable Agreement, dated April 13, 2023, by and among Brookfield Corporation (formerly known as Brookfield Asset Management Inc.), Oaktree New Holdings LLC, Oaktree AIF Holdings II, LLC, Oaktree Capital II, L.P., Oaktree Capital Management, L.P., Oaktree Investment Holdings, L.P., Oaktree AIF Investments, L.P., Oaktree Capital Group Holdings, L.P. and the other parties thereto.†
31.1	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. †
31.2	Certification of the Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. †
32.1	Certification of the Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002. †††
32.2	Certification of the Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002. †††
101.INS	XBRL Instance Document.
101.SCH	XBRL Taxonomy Extension Schema Document.

101.CAL XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB XBRL Taxonomy Extension Label Linkbase Document.
101.PRE XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF XBRL Taxonomy Extension Definition Linkbase Document.

† Filed herewith

†† Filed herewith. The Company has omitted portions of the referenced exhibit pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish a copy of such portions to the SEC, upon request.

††† Furnished herewith

CERTAIN IDENTIFIED INFORMATION MARKED BY [*] HAS BEEN OMITTED FROM THIS EXHIBIT PURSUANT TO ITEM 601(A)(5) OF REGULATION S-K**

THIRD AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT

This **THIRD AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT** (“Amendment”) is entered into as of April 7, 2023 by and among (i) Oaktree Capital Management, L.P., a Delaware limited partnership (the “Company”); (ii) Oaktree Capital I, L.P., a Delaware limited partnership (“Oaktree Capital I”); (iii) Oaktree Capital II, L.P., a Delaware series limited partnership (including each series thereof, “Oaktree Capital II”); (iv) Oaktree AIF Investments, L.P., a Delaware limited partnership (“Oaktree AIF”); (v) Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company (“Oaktree Cayman”, and collectively with the Company, Oaktree Capital I, Oaktree Capital II and Oaktree AIF, the “Obligors”); and (vi) the undersigned holders (the “Holders”) of the Notes (as hereinafter defined) party hereto. Unless otherwise defined or amended herein, capitalized terms used in this Amendment shall have the meanings assigned to them in the Note Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company and the Holders have agreed to amend certain provisions of that certain note and guaranty agreement (the “Note Purchase Agreement”), dated as of July 11, 2014, as amended by that certain Amendment to Note Purchase Agreement, dated as of October 18, 2017, as further amended by that certain Second Amendment to Note Purchase Agreement, dated as of April 24, 2020, among the Obligors and the purchasers listed on Schedule B thereto relating to the issuance and sale of the Company’s 3.91% Senior Notes, Series A, due September 3, 2024, 4.01% Senior Notes, Series B, due September 3, 2026, and 4.21% Senior Notes, Series C, due September 3, 2029 (collectively, the “Notes”), and as otherwise amended and in effect from time to time, on the terms and conditions expressly set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. JOINDER

Oaktree Cayman hereby (x) becomes an Obligor and an Affiliate Guarantor under the Note Purchase Agreement with the same force and effect as if originally named therein as an Obligor and an Affiliate Guarantor; and (y) agrees to all the terms and provisions of the Note Purchase Agreement applicable to it as an Obligor and an Affiliate Guarantor thereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES

The Obligors, jointly and severally, represent and warrant to each Holder that (for purposes of this Section 2, capitalized terms shall have the meanings assigned to such terms in the Note Purchase Agreement as amended by this Amendment):

§2.1 Organization, Power and Authority.

Each Obligor is a limited partnership (or an exempted limited partnership, as the case may be) duly organized, formed or registered, validly existing and in good standing under the laws of its jurisdiction of organization or registration, and is duly qualified as a foreign limited partnership and in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Obligor has the limited partnership power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact its business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof and of the Note Purchase Agreement as amended by this Amendment.

§2.2 Authorization, etc.

This Amendment has been duly authorized by all necessary limited partnership action on the part of each Obligor, and this Amendment constitutes a legal, valid and binding obligation of each Obligor, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§2.3 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by each Obligor of this Amendment will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Obligor or any Subsidiary under, (A) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, shareholders agreement or any other Material agreement or instrument to which any Obligor or any Subsidiary is bound or by which any Obligor or any Subsidiary or any of their respective properties may be bound or affected other than contraventions, breaches or defaults which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (B) the corporate charter or by-laws of any Obligor or any Subsidiary, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to any Obligor or any Subsidiary or (iii) violate any provision or other statute or other rule or regulation of any Governmental Authority applicable to any Obligor or any Subsidiary other than violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

§2.4 Consent, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by any Obligor of this Amendment.

§2.5 Absence of Defaults.

Immediately prior to the execution, delivery and performance of this Amendment, and after giving effect thereto, no Default or Event of Default will exist.

§2.6 Organization and Ownership of Shares of Subsidiaries of Oaktree Cayman.

(a) All of the outstanding Capital Stock or similar equity interests of each Subsidiary of Oaktree Cayman have been validly issued, are fully paid and non-assessable and the Capital Stock or equity interests owned by Oaktree Cayman or its Subsidiaries in each Subsidiary of Oaktree Cayman are free and clear of any Lien that is prohibited by the Note Purchase Agreement as amended by this Amendment.

(b) Each Subsidiary of Oaktree Cayman is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other entity power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

§2.7 Limited Partners of Oaktree Cayman.

Schedule 2.7 lists all of the limited partners of Oaktree Cayman together with their respective percentage equity interests in Oaktree Cayman as of the date hereof.

SECTION 3. AMENDMENT

The Note Purchase Agreement is hereby amended as of the date this Amendment becomes effective pursuant to Section 4.1 hereof in the following respects:

§3.1 Financial and Business Information.

Sections 7.1(a) and 7.1(b) of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

(a) *Quarterly Statements* — within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Obligors (other than the last quarterly fiscal period of each such fiscal year),

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such quarter, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within ninety (90) days after the end of each fiscal year of the Obligors,

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such year, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared both in accordance with (x) generally accepted accounting principles in the United States of America and (y) GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with generally accepted accounting principles in the United States of America or GAAP, as applicable, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

§3.2 Merger, Consolidation, Etc.

The final paragraph of Section 10.2 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

For so long as the Notes remain outstanding, each of the Company and the Initial Affiliate Guarantors must be organized under the laws of the United States or any state or territory thereof (including, for the avoidance of doubt, after giving effect to any of the transactions contemplated by this Section 10.2 involving an Obligor).

§3.3 Officer's Certificate; Covenant Compliance.

Section 7.2(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Covenant Compliance* — setting forth the information from such financial statements that is required in order to establish whether the Obligors were in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished, (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence. In the event that there has been an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.2) as to the period covered by any such financial statement,

such Senior Financial Officer's certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

§3.4 Liens

Section 10.5(f) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(f) in the case of any Obligor or any Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of an investment fund, any Lien on such Obligor or such Subsidiary's interests and rights as such controlling entity of such fund or any special purpose vehicle owned by such fund; provided that such Lien shall not extend to such Obligor or Subsidiary's right to receive distributions or any incentive allocation from such fund;

§3.5 Restricted Payments

Section 10.6 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 10.6. Restricted Payments. The Obligors will not, and will not permit any of their respective Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) any Subsidiary of an Obligor may declare and pay dividends on, or make distributions with respect to, its Capital Stock to an Obligor or any intervening Subsidiary; (b) that so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, the Obligors or any of their respective Subsidiaries may declare and pay dividends or make distributions with respect to its Capital Stock payable solely in additional Capital Stock, or declare and pay dividends or make distributions in cash solely to holders of its Capital Stock or make any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Capital Stock of any Obligor or of any option, warrant or other right to acquire any such Capital Stock of any Obligor; (c) the Obligors and their respective Subsidiaries may make Restricted Payments pursuant to and in accordance with stock option plans, other benefit plans, carried interest programs and other compensation or investment arrangements; (d) the Obligors or any of their respective Subsidiaries may declare and pay dividends and make distributions to holders of their Capital Stock at any time in amounts intended to enable such holders to discharge their respective U.S. federal, state and local and non-U.S. income and franchise tax liabilities arising from allocations made (or expected to be made) to such holder in respect of such Capital Stock (which amounts may be calculated based on the assumption that such holders are taxed at the highest marginal federal, state and local tax rates applicable to an individual domiciled in Los Angeles, California); and (e) distributions by Oaktree Capital Management (Europe) LLP to Oaktree European CLO Capital (Lux.) S.à r.l.

§3.6 Combined Leverage Ratio

Section 10.7(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Combined Leverage Ratio*. The Obligors will not permit the Combined Leverage Ratio as of the last day of any period of four consecutive fiscal quarters of the Obligors to be greater than the Maximum Combined Leverage Ratio; provided, that Oaktree Cayman will not be considered an Obligor for purposes of the calculation of the Combined Leverage Ratio until March 31, 2023.

§3.7 Minimum Assets Under Management

Section 10.7(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) *Minimum Assets Under Management*. The Obligors will not permit the Assets Under Management at any time to be less than \$50,000,000,000 and at least 80% of the Assets Under Management must be managed by one or more of the Obligors, their respective Subsidiaries and/or any Person that any Obligor or any Subsidiary of an Obligor accounts for using equity method accounting or any of such Person's subsidiaries.

§3.8 Restrictive Agreements; Negative Pledge Clauses

Section 10.8 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 10.8. Restrictive Agreements; Negative Pledge Clauses. The Obligors will not, and will not permit any of their respective Subsidiaries (other than any CLO Subsidiary) to, directly or indirectly, enter into, incur or permit to exist or become effective any agreement or other arrangement that prohibits, limits, restricts or imposes any condition upon (a) the ability of any Obligor or any Subsidiary to create, incur, assume or permit to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, or (b) the ability of any Subsidiary to pay dividends or other distributions on account of its Capital Stock or to make or repay loans or advances to the Obligors or any other Subsidiary or to deliver a Guaranty with respect to Indebtedness of the Obligors or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by this Agreement; (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 10.8 (and any extension, renewal or amendment or modification thereof, provided that such extension, renewal, amendment or modification does not expand the scope of, any such restriction or condition); (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary, business or assets pending such sale, provided such restrictions and conditions apply only to the Subsidiary, business or assets that is to be sold and such sale is permitted hereunder; (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness; (v) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment thereof; and (vi) the foregoing shall not apply to restrictions and conditions (x) contained in agreements evidencing a Permitted Financing or agreements with respect to Retention Financing Arrangements, or (y) applicable to an Obligor or a Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of one or more investment funds contained in subscription credit facility agreements.

§3.9 Solicitation of Holders of Notes; Consent in Contemplation of Transfer

Section 18.2(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) Consent in Contemplation of Transfer. Any consent given pursuant to this Section 18 by a holder of a Note that has transferred or has agreed to transfer its Note to the Company, any subsidiary of the Obligors or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

§3.10 Construction

Section 23.4 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 23.4. Construction, etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. References to any Cayman Islands exempted limited partnership taking any action, having or exercising any power or authority or owning, holding or dealing with any asset are to such exempted limited partnership acting through its general partner (or, if applicable, such general partner's ultimate general partner).

§3.11 Defined Terms

(a) The following defined terms shall be added to the Note Purchase Agreement:

“**17C Certificate**” means an Officer's Certificate setting forth the Consolidation Date and the date that is the six month anniversary thereof; and including (i) a representation and warranty that the delivery of such Officer's Certificate is in compliance with the requirements of this Agreement, and (ii) an acknowledgement that the failure by members of 17Capital Group that would otherwise be considered “Subsidiaries” as of the Consolidation Date to comply with the Permitted Covenants as of such six month anniversary date will constitute an immediate Event of Default pursuant to Section 11(c) or 11(d) of this Agreement, as applicable, without regard to any requirement of lapse of time or notice.

“**17Capital**” means 17Capital NewCo Limited, an English private limited company.

“17Capital Fund” means any managed account, investment fund or other investment vehicle organized, sponsored or managed by 17Capital or its subsidiaries.

“17Capital Group” means 17Capital, its subsidiaries and Controlled affiliates and any other Persons through which its private equity finance business is operated (in each case without regard to whether such Persons are owned or Controlled by 17Capital and including, for the avoidance of doubt, the general partners of 17Capital Funds and Persons through which carried interests are received from, or sponsor commitments are made to, 17Capital Funds).

“AIFM” means LFE European Asset Management S.à r.l and its subsidiaries, if any.

“Oaktree Cayman” means Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company, together with any successor thereto that becomes a party hereto pursuant to Section 10.2.

“Retention Financing Arrangements” means financing arrangements entered into by an Obligor or a Subsidiary (including, without limitation, among any of the Obligors and the Subsidiaries), whether by way of borrowed monies or title transfer collateral arrangements, in connection with an investment in notes or the provision of a loan, in each case, for the purposes of satisfying any risk retention requirements applicable thereto.

(b) The following defined terms shall be amended and restated in their entirety, as follows:

“Affiliate Guarantor” means each Initial Affiliate Guarantor, Oaktree Cayman and each other Affiliate that has executed and delivered a Joinder Agreement pursuant to Section 9.7 (which shall include any successor thereto that shall have become such in the manner prescribed in Section 10.2).

“Assets Under Management” means, as of any date of determination, the lesser of (i) “assets under management” as defined in OCG’s then-most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q filed with the SEC, as such report may be amended or supplemented, and (ii) “assets under management” (howsoever defined) as used in the then-current Principal Credit Facility with respect to a minimum assets under management test; provided that, for purposes of this Agreement only, with respect to any assets under management of any Person that any Obligor or any Subsidiary of an Obligor accounts for using equity method accounting or of any of such Person’s subsidiaries, which assets are not also managed by an Obligor or a Subsidiary of an Obligor, only the Obligors’ and their Subsidiaries’ pro rata portion of such assets under management (based on their respective ownership percentages in such Person) shall be included in “Assets Under Management”, and such pro rata portion shall only be included in “Assets Under Management” if the amount of dividends or similar distributions actually received by all Obligors and their subsidiaries is greater than 80% of GAAP net income of the Obligors and their consolidated subsidiaries attributable to such Person for the 12 calendar month period most recently ended on or prior to such date of determination.

“CLO Subsidiary” means, at any time, (i) any Subsidiary that (x) manages or has been established to manage one or more CLOs or (y) is an Affiliate of a Subsidiary described in clause (x) that purchases or otherwise acquires and/or retains securities, obligations or other interests in such CLO for the purpose of, among other things, satisfying (including on a prospective basis) any applicable risk retention laws, rules, regulations, guidelines, technical standards or guidance of any Governmental Authority (the activities described in clause (x) or clause (y) being “CLO Business”) and (ii) any Subsidiary of a Subsidiary described in the preceding clause (i); provided that, no Subsidiary designated as a Non-CLO Subsidiary in a list of Designated Non-CLO Subsidiaries (the initial such list being on Attachment A hereto), as such list is updated by the Obligors in their discretion from time to time to add or remove Subsidiaries upon written notice to the holders, shall be considered a “CLO Subsidiary”; provided, further, that (A) a Person that would otherwise meet the definition of CLO Subsidiary may only be designated as a Non-CLO Subsidiary if it has material business other than CLO Business as determined at the time of designation, (B) CLO Subsidiaries that have material business other than CLO Business shall not account for more than 10% of the assets and 10% of the revenues of the Obligors and their consolidated subsidiaries determined in accordance with GAAP as of and for the fiscal year most recently ended, (C) no designation of a CLO Subsidiary as a Non-CLO Subsidiary, and no redesignation of a Non-CLO Subsidiary as a CLO Subsidiary, shall be made if a Default or Event of Default is then existing or would occur therefrom and (D) a CLO Subsidiary may only be designated a Non-CLO Subsidiary and a designated Non-CLO Subsidiary may only be then redesignated a CLO Subsidiary once every three years; provided, further, that notwithstanding clause (D), the Obligors may designate a CLO Subsidiary a Non-CLO Subsidiary at any time if required to comply with clause (B). For purposes of clauses (A) and (B), a business other than CLO Business will be deemed “material” if the assets and revenues therefrom account for more than 10% of the total assets and 10% of the revenues of the applicable CLO Subsidiary or if the management fees therefrom exceed 10% of the management fees of the applicable CLO Subsidiary, in each case as determined according to GAAP based on the applicable CLO Subsidiary’s financial statements for the fiscal year most recently ended.

“Combined EBITDA” means, for any period, Combined Net Income for such period plus, (a) without duplication and to the extent reflected as a charge in the statement of such Combined Net Income for such period, the sum of (i) income tax expense, (ii) Combined Interest Expense, (iii) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Notes), (iv) depreciation and amortization expense, (v) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (vi) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (vii) any non-cash charges, including non-cash charges resulting from the vesting or issuance of equity to employees, principals or others, and minus, (b) without duplication and to the extent included as income or gain in the statement of such Combined Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, non-cash gains on the sales of assets outside of the ordinary course of business) and (ii) any other non-cash income, all as determined on a combined basis, and plus or minus, as appropriate, (c) without duplication of the items set

forth in clauses (a) and (b) above, the adjustments equivalent to those that OCG made to arrive at its “Adjusted Net Income” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors, and (d) without duplication of the items set forth in clauses (a), (b) and (c) above, the adjustments replacing investment income (loss) with receipts of investment income from funds and companies equivalent to those that OCG made to arrive at its “Distributable Earnings” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors; provided that the contribution to Combined EBITDA of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

For the purposes of calculating Combined EBITDA for any period of four consecutive fiscal quarters (each, a “**Reference Period**”) pursuant to any determination of the Combined Leverage Ratio, (i) if at any time during such Reference Period the Obligors or any subsidiary shall have made any Material Disposition, the Combined EBITDA for such Reference Period shall be reduced by an amount equal to the Combined EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Combined EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Obligors or any subsidiary shall have made a Material Acquisition, Combined EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period; provided that, with respect to any such Material Disposition or Material Acquisition, Combined EBITDA shall be adjusted to take into account compensation expense, occupancy costs, rental expenses and other reasonably identifiable and supportable cost and expense items that will be eliminated as a result of consummating such Material Disposition or Material Acquisition (“**Disposition/Acquisition Addbacks**”); provided further that (x) calculations of Disposition/Acquisition Addbacks shall be made in good faith by a Senior Financial Officer and (y) Disposition/Acquisition Addbacks shall not exceed 10% of Combined EBITDA for any Reference Period. As used in this definition, “**Material Acquisition**” means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising in excess of 51% of an operating unit of a business or constitutes in excess of 51% of the common stock of a Person and (b) involves the payment of consideration by the Obligors and their respective subsidiaries in excess of \$250,000,000; and “**Material Disposition**” means any disposition of property or series of related dispositions of property that yields gross proceeds to one or more of the Obligors and their respective subsidiaries in excess of \$250,000,000.

“**Combined Interest Expense**” means, for any period, the aggregate interest expense (including interest expense attributable to Capital Lease Obligations) of the Obligors and their respective subsidiaries for such period in accordance with GAAP (without any deduction for any interest income of the Obligors and their respective subsidiaries), excluding any Excluded Interest Expense.

“**Combined Net Income**” means, for any period, the combined net income (or loss) of the Obligors and their respective consolidated subsidiaries, determined in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a subsidiary of any Obligor or is merged into or consolidated with any Obligor or any subsidiary, (b)

the income (or deficit) of any Person (other than (x) a Non-CLO Subsidiary of any of the Obligators and (y) any Person accounted for under GAAP as an interest in a consolidated subsidiary) in which any Obligor or any subsidiary has an ownership interest, except to the extent that any such income is actually received by such Obligor or such subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any subsidiary of the Obligators to the extent that the declaration or payment of dividends or similar distributions by such subsidiary is not at the time permitted by the terms of any Contractual Obligation, Organizational Document or Requirement of Law applicable to such subsidiary.

“Combined Total Debt” means, at any date, the combined principal amount of all Indebtedness of the Obligators and their respective consolidated subsidiaries at such date, determined in accordance with GAAP; provided that Combined Total Debt shall not include Non-Recourse CLO Subsidiary Indebtedness; provided, further, that the contribution to Combined Total Debt of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligators’ aggregate direct or indirect economic interests in such subsidiary.

“Consolidated Total Assets” means, at any date, the total assets which would, in conformity with GAAP, be included on a consolidated balance sheet of the Obligators and their Subsidiaries, after eliminating all amounts properly attributable to non-controlling interests, if any, in the stock and surplus of Subsidiaries.

“Controlled Entity” means OCG and AOH and each of their respective subsidiaries other than (i) any investment fund or CLO or any subsidiary thereof or (ii) an entity held by OCG, AOH or any of their respective subsidiaries that holds investments that it or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America, except any requirement for the consolidation of investment funds or CLOs advised or managed by any of the Obligators, their Subsidiaries, AIFM and any member of 17Capital Group and other entities that may be required by FASB ASC 810-20 or similar and subsequent authoritative accounting pronouncements. For purposes of clarification, the term “investment funds” hereunder includes entities held by an Obligor (or any of its subsidiaries) that hold investments that an Obligor, a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or CLO, including entities formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Indebtedness” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money or payment obligations of such Person with respect to deposits or advances of any kind, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, representing an extension of credit to such Person, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person for the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others

secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but only to the extent of the fair market value of the assets subject to such Lien, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of reimbursement for draws under letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (k) net liabilities of such Person under Hedging Agreements. The Indebtedness of any Person shall include the Indebtedness of any general partnership and any other entity under which the equity owners of such entity do not have limited liability, in each case, to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent (x) the terms of such Indebtedness provide that such Person is not liable therefor or (y) such Person (i) is a subsidiary of an Obligor that serves as the general partner (or equivalent) of one or more investment funds or CLOs or their respective subsidiaries managed by any of the Obligors or any of their subsidiaries or Affiliates and (ii) does not engage in any business other than to act as the general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries and does not own any assets other than the ownership interest in such investment funds or CLOs or their respective subsidiaries and any assets related solely to such Person's role as general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries.

"Material Credit Facility" means, as to the Obligors and their Subsidiaries,

(a) the Principal Credit Facility;

(b) the Existing Note Agreements; and

(c) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the date of Closing by any Obligor or any Subsidiary (other than any CLO Subsidiary), or in respect of which any Obligor or any Subsidiary (other than any CLO Subsidiary) is an obligor or otherwise provides a guaranty or other credit support ("Credit Facility"), in a principal amount outstanding or available for borrowing equal to or greater than \$250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency); provided that solely for the purposes of Section 9.7, the foregoing shall exclude any agreements with respect to a Lien permitted under Sections 10.5(d) and 10.5(e); provided further that the foregoing shall exclude indebtedness among the Obligors, the Wholly-Owned Subsidiaries or any of them.

"Oaktree Capital II" means Oaktree Capital II, L.P., a Delaware series limited partnership, including each series thereof, together with any successor thereto and any additional series created in the future that becomes a party hereto pursuant to Section 10.2.

"Obligor" means each of the Company, the Initial Affiliate Guarantors, Oaktree Cayman and any other Affiliate that becomes a guarantor pursuant to Section 9.7. The term "Obligors" means all such Persons collectively.

“Officer’s Certificate” means a certificate of a Senior Financial Officer, director or of any other officer of an Obligor (or its general partner) whose responsibilities extend to the subject matter of such certificate.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, exempted company, exempted limited partnership, business entity or Governmental Authority.

“Responsible Officer” means any Senior Financial Officer, director and any other officer of an Obligor (or its general partner) with responsibility for the administration of the relevant portion of this Agreement.

“Senior Financial Officer” means the chief financial officer, principal accounting officer, treasurer or comptroller of an Obligor (or its general partner).

“Subsidiary” means any subsidiary of the Obligors other than any investment fund or CLO or any subsidiary thereof. For purposes of clarification, the term “Subsidiary” hereunder shall not include an entity held by an Obligor (or any of its subsidiaries) that holds investments that an Obligor or a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy. For the avoidance of doubt, “Subsidiary” shall include a CLO Subsidiary. Notwithstanding the foregoing, (x) neither AIFM nor any member of 17Capital Group that would otherwise be a “Subsidiary” shall be a “Subsidiary” unless and until the date on which such Person is required to be consolidated with the Obligors in accordance with GAAP (the **“Consolidation Date”**); provided that in the case of a member of 17Capital Group that would otherwise be a “Subsidiary”, if the Obligors have delivered a 17C Certificate (as defined below) on or before the 15th Business Day following the Consolidation Date to each holder of a Note that is an Institutional Investor, such member shall not be a “Subsidiary” for purposes of Section 9.7 (Affiliate Guarantors), Section 10.5 (Liens), Section 10.6 (Restricted Payments) to the extent that any commitment to make a Restricted Payment occurred before the Consolidation Date and not in contemplation of the consolidation requirement, and Section 10.8 (Restrictive Agreements; Negative Pledge Clauses) (the **“Permitted Covenants”**) until the date that is the six month anniversary of the Consolidation Date with respect to such member.

“Wholly-Owned Subsidiary or Wholly Owned Subsidiary” means, at any time, any Subsidiary all of the equity interests (except (x) directors’ qualifying shares and (y) equity interests issued to current or former officers, employees or consultants, their respective family members, ex-spouses, family investment vehicles, trusts and estate-planning arrangements, other equity holders who received interests in connection with the provision of services directly or indirectly to the Obligors, their Subsidiaries or investment funds or CLOs and beneficiaries or assignees of any of the foregoing) and voting interests of which are owned by any one or more of the Obligors and the Obligors’ other Wholly-Owned Subsidiaries at such time.

§3.12 Attachment A

(a) Attachment A to this Amendment shall be added as Attachment A to the Note Purchase Agreement.

SECTION 4. MISCELLANEOUS

§4.1 Conditions to Effectiveness. The effectiveness of this Amendment is expressly subject to the following conditions:

- (a) the representations and warranties made by the Obligors under Section 1 of this Amendment shall be true and correct;
- (b) executed counterparts of this Amendment, duly executed by the Obligors and Holders constituting Required Holders shall have been delivered to the Holders;
- (c) receipt by each Holder of (i) a certificate of the Secretary or Assistant Secretary of each Obligor, dated the date hereof, certifying as to (A) the resolutions attached thereto and the corporate proceedings relating to the authorization, execution and delivery of this Amendment and the performance of its obligations hereunder and (B) the Obligors' organization documents currently in effect, and (ii) (A) in the case of the Obligors other than Oaktree Cayman, a recent "good standing certificate" from the Secretary of State of the State of Delaware (which certificate shall indicate that the Obligor is in good standing and has legal existence in the State of Delaware) and (B) in the case of Oaktree Cayman, a certificate of good standing issued by the Registrar of Exempted Limited Partnerships in the Cayman Islands;
- (d) the Company shall have paid, or reimbursed the Holders for, the reasonable fees, charges and disbursements of special counsel to the Holders; *provided* that the Company shall not be liable for the attorneys' fees, costs and disbursements of more than one firm of special counsel (which firm shall be the firm retained to represent all holders of Notes collectively);
- (e) receipt by each Holder of opinions from Munger Tolles & Olson, LLP, special counsel for the Obligors, and Walkers (Cayman) LLP, special Cayman Islands counsel for Oaktree Cayman, in each case covering the matters incident to the transactions contemplated hereby as the Required Holders or their counsel may reasonably request; and
- (f) The Obligors shall have provided to the Holders evidence that the Company has entered into (or is concurrently entering into) a substantially identical (in relation to terms) amendment of the Note and Guaranty Agreement for each other series of outstanding senior notes of any Obligor.

§4.2 Instrument Pursuant to Note Purchase Agreement. This Amendment is executed pursuant to Section 18 of the Note Purchase Agreement and shall be construed, administered, and applied in accordance with all of the terms and provisions of the Note Purchase Agreement. Except as expressly set forth herein, all of the representations, warranties, terms, covenants and conditions of the Note Purchase Agreement shall remain unamended and in full force and effect. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) constitute an amendment or a waiver of, or consent to any departure from, any provision of the Note Purchase Agreement, (ii) operate as a waiver of any right, power or remedy of any holder of any Note, or (iii) constitute a waiver of any Default or Event of Default or any other documents, instruments and agreements executed and/or delivered in connection therewith.

§4.3 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

§4.4 Counterparts; Electronic Contracting. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies thereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Amendment. Delivery of an electronic signature to, or a manually signed copy of, this Amendment by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures to this Amendment within thirty days of the date hereof, each Obligor hereby agrees to provide such counterpart signatures as soon as reasonably practicable, but in any event within thirty days of such request or such longer period as the requesting holder and the Obligors may agree.

§4.5 Governing Law. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first set forth above.

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL I, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL II, L.P. (including each series thereof)

By: OAKTREE CAPITAL II GP LLC (acting as general partner of Oaktree Capital II, L.P. generally and as general partner of each series thereof)

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL MANAGEMENT (CAYMAN), L.P.

By: Oaktree Holdings, Ltd., its general partner

By: Oaktree Capital Group, LLC, director

By: /s/ Jay Wintrob

Name: Jay Wintrob

Title: Chief Executive Officer

By: /s/ Daniel Levin

Name: Daniel Levin

Title: Chief Financial Officer

Name of Holder:

MetLife Insurance K.K.

By: MetLife Investment Management, LLC, its Investment Manager

By: /s/ Rich Federico

Name: Rich Federico

Title: Authorized Signatory

Just Retirement Limited

By: MetLife Investment Management, LLC, its Investment Manager

By: /s/ Rich Federico

Name: Rich Federico

Title: Authorized Signatory

MetLife Private Placements Collective Trust, a Sub-Fund of the MetLife Investment Management
Master Collective Investment Trust III (f/k/a Metropolitan Life Insurance Company, on behalf of
its Separate Account 733)

By: MetLife Investment Management, LLC, its Investment Manager

By: /s/ Rich Federico

Name: Rich Federico

Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

The Northwestern Mutual Life Insurance Company

By: Northwestern Mutual Investment Management Company, LLC, its investment adviser

By: /s/ Michael H. Leske

Name: Michael H. Leske

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Massachusetts Mutual Life Insurance Company
Banner Life Insurance Company
YF Life Insurance International Limited

By: Barings LLC, as Investment Adviser

By: /s/ John Wheeler _____

Name: John Wheeler

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Empower Annuity Insurance Company of America
(f/k/a Great-West Life & Annuity Insurance Company)

By: /s/ Ward Argust
Name: Ward Argust
Title: Authorized Signatory

Massachusetts Mutual Life Insurance Company

By: Empower Capital Management, LLC, as Investment Manager

By: /s/ Ward Argust
Name: Ward Argust
Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

ReliaStar Life Insurance Company

By: Voya Investment Management LLC,
as Agent

By: /s/ Joshua A. Winchester

Name: Joshua A. Winchester

Title: Senior Vice President

Security Life of Denver Insurance Company
Corporate Solutions Life Reinsurance Company

By: Voya Investment Management Co. LLC,
as Agent

By: /s/ Joshua A. Winchester

Name: Joshua A. Winchester

Title: Senior Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

American Republic Insurance Company
BetterLife (as successor by merger to Western Fraternal Life Association)
Blue Cross and Blue Shield of Florida, Inc.
Catholic Financial Life
Catholic Life Insurance
Catholic United Financial
Dearborn Life Insurance Company
Fidelity Life Association, A Legal Reserve Life Insurance Company
Gleaner Life Insurance Society
Health Care Service Corporation
Minnesota Life Insurance Company
Trustmark Insurance Company
UnitedHealthcare Insurance Company

By: Securian Asset Management, Inc.

By: /s/ P. Jason Thibodeaux
Name: P. Jason Thibodeaux
Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Equitable Financial Life Insurance Company

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

Equitable Financial Life Insurance Company of America

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Horizon Blue Cross Blue Shield of New Jersey

By: AllianceBernstein L.P., Its Investment Advisor

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Gerber Life Insurance Company

By: Fort Washington Investment Advisers, Inc., as Investment Adviser

By: /s/ Dan Carter

Name: Dan Carter

Title: Managing Director & Senior Portfolio Manager

Principal Amount of Notes held:

[***]

Name of Holder:

Connecticut General Life Insurance Company

By: Cigna Investments, Inc. (authorized agent)

By: /s/ William C. Kane

Name: William C. Kane

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Life Insurance Company of North America

By: NYL Investors LLC, its Investment Manager

By: /s/ Andrew Leisman, CFA

Name: Andrew Leisman, CFA

Title: Senior Director

New York Life Group Insurance Company of NY

By: NYL Investors LLC, its Investment Manager

By: /s/ Andrew Leisman, CFA

Name: Andrew Leisman, CFA

Title: Senior Director

Principal Amount of Notes held:

[***]

Name of Holder:

Nassau Life Insurance Company

By: Nassau Asset Management LLC,
Its Investment Manager

By: /s/ David E. Czerniecki

Name: David E. Czerniecki

Title: Chief Investment Officer

PHL Variable Insurance Company

By: Nassau Asset Management LLC,
Its Investment Manager

By: /s/ David E. Czerniecki

Name: David E. Czerniecki

Title: Chief Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Venerable Insurance and Annuity Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Principal Amount of Notes held:

[***]

Attachment A

Designated Non-CLO Subsidiaries

Oaktree Capital Management (UK) LLP

Schedule 2.7

Limited Partners of Oaktree Cayman

<u>OBLIGOR</u>	<u>LIMITED PARTNERS AND PERCENTAGE EQUITY INTERESTS</u>
Oaktree Capital Management (Cayman), L.P.	Oaktree Holdings Ltd. – 67.96% Oaktree Capital Group Holdings, L.P. – 31.80% Oaktree Equity Plan, L.P.- 0.24%

CERTAIN IDENTIFIED INFORMATION MARKED BY [*] HAS BEEN OMITTED FROM THIS EXHIBIT PURSUANT TO ITEM 601(A)(5) OF REGULATION S-K**

SECOND AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT

This **SECOND AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT** (“Amendment”) is entered into as of April 7, 2023 by and among (i) Oaktree Capital Management, L.P., a Delaware limited partnership (the “Company”); (ii) Oaktree Capital I, L.P., a Delaware limited partnership (“Oaktree Capital I”); (iii) Oaktree Capital II, L.P., a Delaware series limited partnership (including each series thereof, “Oaktree Capital II”); (iv) Oaktree AIF Investments, L.P., a Delaware limited partnership (“Oaktree AIF”); (v) Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company (“Oaktree Cayman”, and collectively with the Company, Oaktree Capital I, Oaktree Capital II and Oaktree AIF, the “Obligors”); and (vi) the undersigned holders (the “Holders”) of the Notes (as hereinafter defined) party hereto. Unless otherwise defined or amended herein, capitalized terms used in this Amendment shall have the meanings assigned to them in the Note Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company and the Holders have agreed to amend certain provisions of that certain note and guaranty agreement (the “Note Purchase Agreement”), dated as of July 12, 2016, as amended by that certain Amendment to Note Purchase Agreement, dated as of April 24, 2020, among the Obligors and the purchasers listed on Schedule B thereto relating to the issuance and sale of the Company’s 3.69% Senior Notes due July 12, 2031 (the “Notes”), and as otherwise amended and in effect from time to time, on the terms and conditions expressly set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. JOINDER

Oaktree Cayman hereby (x) becomes an Obligor and an Affiliate Guarantor under the Note Purchase Agreement with the same force and effect as if originally named therein as an Obligor and an Affiliate Guarantor; and (y) agrees to all the terms and provisions of the Note Purchase Agreement applicable to it as an Obligor and an Affiliate Guarantor thereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES

The Obligors, jointly and severally, represent and warrant to each Holder that (for purposes of this Section 2, capitalized terms shall have the meanings assigned to such terms in the Note Purchase Agreement as amended by this Amendment):

§2.1 Organization, Power and Authority.

Each Obligor is a limited partnership (or an exempted limited partnership, as the case may be) duly organized, formed or registered, validly existing and in good standing under the laws of its jurisdiction of organization or registration, and is duly qualified as a foreign limited partnership and in good standing in each jurisdiction in which such

qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Obligor has the limited partnership power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact its business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof and of the Note Purchase Agreement as amended by this Amendment.

§2.2 Authorization, etc.

This Amendment has been duly authorized by all necessary limited partnership action on the part of each Obligor, and this Amendment constitutes a legal, valid and binding obligation of each Obligor, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§2.3 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by each Obligor of this Amendment will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Obligor or any Subsidiary under, (A) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, shareholders agreement or any other Material agreement or instrument to which any Obligor or any Subsidiary is bound or by which any Obligor or any Subsidiary or any of their respective properties may be bound or affected other than contraventions, breaches or defaults which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (B) the corporate charter or by-laws of any Obligor or any Subsidiary, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to any Obligor or any Subsidiary or (iii) violate any provision or other statute or other rule or regulation of any Governmental Authority applicable to any Obligor or any Subsidiary other than violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

§2.4 Consent, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by any Obligor of this Amendment.

§2.5 Absence of Defaults.

Immediately prior to the execution, delivery and performance of this Amendment, and after giving effect thereto, no Default or Event of Default will exist.

§2.6 Organization and Ownership of Shares of Subsidiaries of Oaktree Cayman.

(a) All of the outstanding Capital Stock or similar equity interests of each Subsidiary of Oaktree Cayman have been validly issued, are fully paid and non-assessable and the Capital Stock or equity interests owned by Oaktree Cayman or its

Subsidiaries in each Subsidiary of Oaktree Cayman are free and clear of any Lien that is prohibited by the Note Purchase Agreement as amended by this Amendment.

(b) Each Subsidiary of Oaktree Cayman is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other entity power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

§2.7 Limited Partners of Oaktree Cayman.

Schedule 2.7 lists all of the limited partners of Oaktree Cayman together with their respective percentage equity interests in Oaktree Cayman as of the date hereof.

SECTION 3. AMENDMENT

The Note Purchase Agreement is hereby amended as of the date this Amendment becomes effective pursuant to Section 4.1 hereof in the following respects:

§3.1 Financial and Business Information.

Sections 7.1(a) and 7.1(b) of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

(a) *Quarterly Statements* — within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Obligors (other than the last quarterly fiscal period of each such fiscal year),

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such quarter, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within ninety (90) days after the end of each fiscal year of the Obligors,

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such year, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligor and their consolidated subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared both in accordance with (x) generally accepted accounting principles in the United States of America and (y) GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with generally accepted accounting principles in the United States of America or GAAP, as applicable, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

§3.2 Merger, Consolidation, Etc.

The final paragraph of Section 10.2 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

For so long as the Notes remain outstanding, each of the Company and the Initial Affiliate Guarantors must be organized under the laws of the United States or any state or territory thereof (including, for the avoidance of doubt, after giving effect to any of the transactions contemplated by this Section 10.2 involving an Obligor).

§3.3 Officer's Certificate; Covenant Compliance.

Section 7.2(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) Covenant Compliance — setting forth the information from such financial statements that is required in order to establish whether the Obligor was in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished, (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence. In the event that there has been an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.2) as to the period covered by any such financial statement, such Senior Financial Officer's certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

§3.4 Liens

Section 10.5(f) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(f) in the case of any Obligor or any Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of an investment fund, any Lien on such Obligor or such Subsidiary's interests and rights as such controlling entity of such fund or any special purpose vehicle owned by such fund; provided that such Lien shall not extend to such Obligor or Subsidiary's right to receive distributions or any incentive allocation from such fund;

§3.5 Restricted Payments

Section 10.6 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 10.6. Restricted Payments. The Obligors will not, and will not permit any of their respective Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) any Subsidiary of an Obligor may declare and pay dividends on, or make distributions with respect to, its Capital Stock to an Obligor or any intervening Subsidiary; (b) that so long as no Default or Event of Default under Sections 11(a), 11(b), 11(c) (as a result of non-compliance with Section 10.7), 11(g) or 11(h) shall have occurred and be continuing or would result therefrom, the Obligors or any of their respective Subsidiaries may declare and pay dividends or make distributions with respect to its Capital Stock payable solely in additional Capital Stock, or declare and pay dividends or make distributions in cash solely to holders of its Capital Stock or make any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Capital Stock of any Obligor or of any option, warrant or other right to acquire any such Capital Stock of any Obligor; (c) the Obligors and their respective Subsidiaries may make Restricted Payments pursuant to and in accordance with stock option plans, other benefit plans, carried interest programs and other compensation or investment arrangements; (d) the Obligors or any of their respective Subsidiaries may declare and pay dividends and make distributions to holders of their Capital Stock at any time in amounts intended to enable such holders to discharge their respective U.S. federal, state and local and non-U.S. income and franchise tax liabilities arising from allocations made (or expected to be made) to such holder in respect of such Capital Stock (which amounts may be calculated based on the assumption that such holders are taxed at the highest marginal federal, state and local tax rates applicable to an individual domiciled in Los Angeles, California); and (e) distributions by Oaktree Capital Management (Europe) LLP to Oaktree European CLO Capital (Lux.) S.à r.l.

§3.6 Combined Leverage Ratio

Section 10.7(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Combined Leverage Ratio*. The Obligors will not permit the Combined Leverage Ratio as of the last day of any period of four consecutive fiscal quarters

of the Obligors to be greater than the Maximum Combined Leverage Ratio; provided, that Oaktree Cayman will not be considered an Obligor for purposes of the calculation of the Combined Leverage Ratio until March 31, 2023.

§3.7 Restrictive Agreements; Negative Pledge Clauses

Section 10.8 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 10.8. Restrictive Agreements; Negative Pledge Clauses. The Obligors will not, and will not permit any of their respective Subsidiaries (other than any CLO Subsidiary) to, directly or indirectly, enter into, incur or permit to exist or become effective any agreement or other arrangement that prohibits, limits, restricts or imposes any condition upon (a) the ability of any Obligor or any Subsidiary to create, incur, assume or permit to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, or (b) the ability of any Subsidiary to pay dividends or other distributions on account of its Capital Stock or to make or repay loans or advances to the Obligors or any other Subsidiary or to deliver a Guaranty with respect to Indebtedness of the Obligors or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by this Agreement; (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 10.8 (and any extension, renewal or amendment or modification thereof, provided that such extension, renewal, amendment or modification does not expand the scope of, any such restriction or condition); (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary, business or assets pending such sale, provided such restrictions and conditions apply only to the Subsidiary, business or assets that is to be sold and such sale is permitted hereunder; (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness; (v) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment thereof; and (vi) the foregoing shall not apply to restrictions and conditions (x) contained in agreements evidencing a Permitted Financing or agreements with respect to Retention Financing Arrangements, or (y) applicable to an Obligor or a Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of one or more investment funds contained in subscription credit facility agreements.

§3.8 Solicitation of Holders of Notes; Consent in Contemplation of Transfer

Section 18.2(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) Consent in Contemplation of Transfer. Any consent given pursuant to this Section 18 by a holder of a Note that has transferred or has agreed to transfer its Note to the Company, any subsidiary of the Obligors or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that

were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

§3.9 Construction

Section 23.4 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 23.4. Construction, etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. References to any Cayman Islands exempted limited partnership taking any action, having or exercising any power or authority or owning, holding or dealing with any asset are to such exempted limited partnership acting through its general partner (or, if applicable, such general partner's ultimate general partner).

§3.10 Defined Terms

(a) The following defined terms shall be added to the Note Purchase Agreement:

"17C Certificate" means an Officer's Certificate setting forth the Consolidation Date and the date that is the six month anniversary thereof; and including (i) a representation and warranty that the delivery of such Officer's Certificate is in compliance with the requirements of this Agreement, and (ii) an acknowledgement that the failure by members of 17Capital Group that would otherwise be considered "Subsidiaries" as of the Consolidation Date to comply with the Permitted Covenants as of such six month anniversary date will constitute an immediate Event of Default pursuant to Section 11(c) or 11(d) of this Agreement, as applicable, without regard to any requirement of lapse of time or notice.

"17Capital" means 17Capital NewCo Limited, an English private limited company.

"17Capital Fund" means any managed account, investment fund or other investment vehicle organized, sponsored or managed by 17Capital or its subsidiaries.

"17Capital Group" means 17Capital, its subsidiaries and Controlled affiliates and any other Persons through which its private equity finance business is operated (in each case without regard to whether such Persons are owned or Controlled by 17Capital and including, for the avoidance of doubt, the general partners of 17Capital Funds and Persons through which carried interests are received from, or sponsor commitments are made to, 17Capital Funds).

"AIFM" means LFE European Asset Management S.à r.l and its subsidiaries, if any.

“Oaktree Cayman” means Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company, together with any successor thereto that becomes a party hereto pursuant to Section 10.2.

“Retention Financing Arrangements” means financing arrangements entered into by an Obligor or a Subsidiary (including, without limitation, among any of the Obligors and the Subsidiaries), whether by way of borrowed monies or title transfer collateral arrangements, in connection with an investment in notes or the provision of a loan, in each case, for the purposes of satisfying any risk retention requirements applicable thereto.

(b) The following defined terms shall be amended and restated in their entirety, as follows:

“Affiliate Guarantor” means each Initial Affiliate Guarantor, Oaktree Cayman and each other Affiliate that has executed and delivered a Joinder Agreement pursuant to Section 9.7 (which shall include any successor thereto that shall have become such in the manner prescribed in Section 10.2).

“CLO Subsidiary” means, at any time, (i) any Subsidiary that (x) manages or has been established to manage one or more CLOs or (y) is an Affiliate of a Subsidiary described in clause (x) that purchases or otherwise acquires and/or retains securities, obligations or other interests in such CLO for the purpose of, among other things, satisfying (including on a prospective basis) any applicable risk retention laws, rules, regulations, guidelines, technical standards or guidance of any Governmental Authority (the activities described in clause (x) or clause (y) being “CLO Business”) and (ii) any Subsidiary of a Subsidiary described in the preceding clause (i); provided that, no Subsidiary designated as a Non-CLO Subsidiary in a list of Designated Non-CLO Subsidiaries (the initial such list being on Attachment A hereto), as such list is updated by the Obligors in their discretion from time to time to add or remove Subsidiaries upon written notice to the holders, shall be considered a “CLO Subsidiary”; provided, further, that (A) a Person that would otherwise meet the definition of CLO Subsidiary may only be designated as a Non-CLO Subsidiary if it has material business other than CLO Business as determined at the time of designation, (B) CLO Subsidiaries that have material business other than CLO Business shall not account for more than 10% of the assets and 10% of the revenues of the Obligors and their consolidated subsidiaries determined in accordance with GAAP as of and for the fiscal year most recently ended, (C) no designation of a CLO Subsidiary as a Non-CLO Subsidiary, and no redesignation of a Non-CLO Subsidiary as a CLO Subsidiary, shall be made if a Default or Event of Default is then existing or would occur therefrom and (D) a CLO Subsidiary may only be designated a Non-CLO Subsidiary and a designated Non-CLO Subsidiary may only be then redesignated a CLO Subsidiary once every three years; provided, further, that notwithstanding clause (D), the Obligors may designate a CLO Subsidiary a Non-CLO Subsidiary at any time if required to comply with clause (B). For purposes of clauses (A) and (B), a business other than CLO Business will be deemed “material” if the assets and revenues therefrom account for more than 10% of the total assets and 10% of the revenues of the applicable CLO Subsidiary or if the management fees therefrom exceed 10% of the management fees of the applicable CLO Subsidiary, in each case as determined according to GAAP based on the applicable CLO Subsidiary’s financial statements for the fiscal year most recently ended.

“**Combined EBITDA**” means, for any period, Combined Net Income for such period plus, (a) without duplication and to the extent reflected as a charge in the statement of such Combined Net Income for such period, the sum of (i) income tax expense, (ii) Combined Interest Expense, (iii) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Notes), (iv) depreciation and amortization expense, (v) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (vi) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (vii) any non-cash charges, including non-cash charges resulting from the vesting or issuance of equity to employees, principals or others, and minus, (b) without duplication and to the extent included as income or gain in the statement of such Combined Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, non-cash gains on the sales of assets outside of the ordinary course of business) and (ii) any other non-cash income, all as determined on a combined basis, and plus or minus, as appropriate, (c) without duplication of the items set forth in clauses (a) and (b) above, the adjustments equivalent to those that OCG made to arrive at its “Adjusted Net Income” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligor, and (d) without duplication of the items set forth in clauses (a), (b) and (c) above, the adjustments replacing investment income (loss) with receipts of investment income from funds and companies equivalent to those that OCG made to arrive at its “Distributable Earnings” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligor; provided that the contribution to Combined EBITDA of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligor’s aggregate direct or indirect economic interests in such subsidiary.

For the purposes of calculating Combined EBITDA for any period of four consecutive fiscal quarters (each, a “**Reference Period**”) pursuant to any determination of the Combined Leverage Ratio, (i) if at any time during such Reference Period the Obligor or any subsidiary shall have made any Material Disposition, the Combined EBITDA for such Reference Period shall be reduced by an amount equal to the Combined EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Combined EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Obligor or any subsidiary shall have made a Material Acquisition, Combined EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period; provided that, with respect to any such Material Disposition or Material Acquisition, Combined EBITDA shall be adjusted to take into account compensation expense, occupancy costs, rental expenses and other reasonably identifiable and supportable cost and expense items that will be eliminated as a result of consummating such Material Disposition or Material Acquisition (“**Disposition/Acquisition Addbacks**”); provided further that (x) calculations of Disposition/Acquisition Addbacks shall be made in good faith by a Senior Financial Officer and (y) Disposition/Acquisition Addbacks shall not exceed 10% of Combined EBITDA for any Reference Period. As used in this

definition, “**Material Acquisition**” means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising in excess of 51% of an operating unit of a business or constitutes in excess of 51% of the common stock of a Person and (b) involves the payment of consideration by the Obligor and their respective subsidiaries in excess of \$250,000,000; and “**Material Disposition**” means any disposition of property or series of related dispositions of property that yields gross proceeds to one or more of the Obligors and their respective subsidiaries in excess of \$250,000,000.

“**Combined Interest Expense**” means, for any period, the aggregate interest expense (including interest expense attributable to Capital Lease Obligations) of the Obligors and their respective subsidiaries for such period in accordance with GAAP (without any deduction for any interest income of the Obligors and their respective subsidiaries), excluding any Excluded Interest Expense.

“**Combined Net Income**” means, for any period, the combined net income (or loss) of the Obligors and their respective consolidated subsidiaries, determined in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a subsidiary of any Obligor or is merged into or consolidated with any Obligor or any subsidiary, (b) the income (or deficit) of any Person (other than (x) a Non-CLO Subsidiary of any of the Obligors and (y) any Person accounted for under GAAP as an interest in a consolidated subsidiary) in which any Obligor or any subsidiary has an ownership interest, except to the extent that any such income is actually received by such Obligor or such subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any subsidiary of the Obligors to the extent that the declaration or payment of dividends or similar distributions by such subsidiary is not at the time permitted by the terms of any Contractual Obligation, Organizational Document or Requirement of Law applicable to such subsidiary.

“**Combined Total Debt**” means, at any date, the combined principal amount of all Indebtedness of the Obligors and their respective consolidated subsidiaries at such date, determined in accordance with GAAP; provided that Combined Total Debt shall not include the Indebtedness of a CLO Subsidiary so long as such Indebtedness is non-recourse to each of the Obligors and its respective Non-CLO Subsidiaries; provided, further, that the contribution to Combined Total Debt of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

“**Consolidated Total Assets**” means, at any date, the total assets which would, in conformity with GAAP, be included on a consolidated balance sheet of the Obligors and their Subsidiaries, after eliminating all amounts properly attributable to non-controlling interests, if any, in the stock and surplus of Subsidiaries.

“**Controlled Entity**” means OCG and AOH and each of their respective subsidiaries other than (i) any investment fund or CLO or any subsidiary thereof or (ii) an entity held by OCG, AOH or any of their respective subsidiaries that holds investments that it or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“**GAAP**” means generally accepted accounting principles as in effect from time to time in the United States of America, except any requirement for the consolidation of investment funds or CLOs advised or managed by any of the Obligor, their Subsidiaries, AIFM and any member of 17Capital Group and other entities that may be required by FASB ASC 810-20 or similar and subsequent authoritative accounting pronouncements. For purposes of clarification, the term “investment funds” hereunder includes entities held by an Obligor (or any of its subsidiaries) that hold investments that an Obligor, a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or CLO, including entities formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“**Indebtedness**” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money or payment obligations of such Person with respect to deposits or advances of any kind, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, representing an extension of credit to such Person, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person for the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but only to the extent of the fair market value of the assets subject to such Lien, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of reimbursement for draws under letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) net liabilities of such Person under Hedging Agreements. The Indebtedness of any Person shall include the Indebtedness of any general partnership and any other entity under which the equity owners of such entity do not have limited liability, in each case, to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent (x) the terms of such Indebtedness provide that such Person is not liable therefor or (y) such Person (i) is a subsidiary of an Obligor that serves as the general partner (or equivalent) of one or more investment funds or CLOs or their respective subsidiaries managed by any of the Obligors or any of their subsidiaries or Affiliates and (ii) does not engage in any business other than to act as the general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries and does not own any assets other than the ownership interest in such investment funds or CLOs or their respective subsidiaries and any assets related solely to such Person’s role as general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries.

“**Material Credit Facility**” means, as to the Obligors and their Subsidiaries,

- (a) the Principal Credit Facility;
- (b) the Existing Note Agreements; and

(c) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the date of Closing by any Obligor or any Subsidiary (other than any CLO Subsidiary), or in respect of which any Obligor or any Subsidiary (other than any CLO Subsidiary) is an obligor or otherwise provides a guaranty or other credit support (“Credit Facility”), in a principal amount outstanding or available for borrowing equal to or greater than \$250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency); provided that solely for the purposes of Section 9.7, the foregoing shall exclude any agreements with respect to a Lien permitted under Sections 10.5(d) and 10.5(e); provided further that the foregoing shall exclude indebtedness among the Obligors, the Wholly-Owned Subsidiaries or any of them.

“**Oaktree Capital II**” means Oaktree Capital II, L.P., a Delaware series limited partnership, including each series thereof, together with any successor thereto and any additional series created in the future that becomes a party hereto pursuant to Section 10.2.

“**Obligor**” means each of the Company, the Initial Affiliate Guarantors, Oaktree Cayman and any other Affiliate that becomes a guarantor pursuant to Section 9.7. The term “Obligors” means all such Persons collectively.

“**Officer’s Certificate**” means a certificate of a Senior Financial Officer, director or of any other officer of an Obligor (or its general partner) whose responsibilities extend to the subject matter of such certificate.

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, exempted company, exempted limited partnership, business entity or Governmental Authority.

“**Responsible Officer**” means any Senior Financial Officer, director and any other officer of an Obligor (or its general partner) with responsibility for the administration of the relevant portion of this Agreement.

“**Senior Financial Officer**” means the chief financial officer, principal accounting officer, treasurer or comptroller of an Obligor (or its general partner).

“**Subsidiary**” means any subsidiary of the Obligors other than any investment fund or CLO or any subsidiary thereof. For purposes of clarification, the term “Subsidiary” hereunder shall not include an entity held by an Obligor (or any of its subsidiaries) that holds investments that an Obligor or a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy. For the avoidance of doubt, “Subsidiary” shall include a CLO Subsidiary. Notwithstanding the foregoing, (x) neither AIFM nor any member of 17Capital Group that would otherwise be a “Subsidiary” shall be a “Subsidiary” unless and until the date on which such Person is required to be consolidated with the Obligors in accordance with GAAP (the “**Consolidation Date**”); provided that in the case of a member of 17Capital Group that would otherwise be a “Subsidiary”, if the Obligors have delivered a 17C Certificate (as defined below) on or before the 15th Business Day following the Consolidation Date to each holder of a Note that is an Institutional Investor, such member shall not be a “Subsidiary” for

purposes of Section 9.7 (Affiliate Guarantors), Section 10.5 (Liens), Section 10.6 (Restricted Payments) to the extent that any commitment to make a Restricted Payment occurred before the Consolidation Date and not in contemplation of the consolidation requirement, and Section 10.8 (Restrictive Agreements; Negative Pledge Clauses) (the “**Permitted Covenants**”) until the date that is the six month anniversary of the Consolidation Date with respect to such member.

“**Wholly-Owned Subsidiary or Wholly Owned Subsidiary**” means, at any time, any Subsidiary all of the equity interests (except (x) directors’ qualifying shares and (y) equity interests issued to current or former officers, employees or consultants, their respective family members, ex-spouses, family investment vehicles, trusts and estate-planning arrangements, other equity holders who received interests in connection with the provision of services directly or indirectly to the Obligor, their Subsidiaries or investment funds or CLOs and beneficiaries or assignees of any of the foregoing) and voting interests of which are owned by any one or more of the Obligor and the Obligor’s other Wholly-Owned Subsidiaries at such time.

§3.11 Attachment A

(a) Attachment A to this Amendment shall be added as Attachment A to the Note Purchase Agreement.

SECTION 4. MISCELLANEOUS

§4.1 Conditions to Effectiveness. The effectiveness of this Amendment is expressly subject to the following conditions:

(a) the representations and warranties made by the Obligor under Section 1 of this Amendment shall be true and correct;

(b) executed counterparts of this Amendment, duly executed by the Obligor and Holders constituting Required Holders shall have been delivered to the Holders;

(c) receipt by each Holder of (i) a certificate of the Secretary or Assistant Secretary of each Obligor, dated the date hereof, certifying as to (A) the resolutions attached thereto and the corporate proceedings relating to the authorization, execution and delivery of this Amendment and the performance of its obligations hereunder and (B) the Obligor’s organization documents currently in effect, and (ii) (A) in the case of the Obligor other than Oaktree Cayman, a recent “good standing certificate” from the Secretary of State of the State of Delaware (which certificate shall indicate that the Obligor is in good standing and has legal existence in the State of Delaware) and (B) in the case of Oaktree Cayman, a certificate of good standing issued by the Registrar of Exempted Limited Partnerships in the Cayman Islands;

(d) the Company shall have paid, or reimbursed the Holders for, the reasonable fees, charges and disbursements of special counsel to the Holders; *provided* that the Company shall not be liable for the attorneys’ fees, costs and disbursements of more than one firm of special counsel (which firm shall be the firm retained to represent all holders of Notes collectively);

(e) receipt by each Holder of opinions from Munger Tolles & Olson, LLP, special counsel for the Obligor, and Walkers (Cayman) LLP, special Cayman Islands

counsel for Oaktree Cayman, in each case covering the matters incident to the transactions contemplated hereby as the Required Holders or their counsel may reasonably request; and

(f) The Obligors shall have provided to the Holders evidence that the Company has entered into (or is concurrently entering into) a substantially identical (in relation to terms) amendment of the Note and Guaranty Agreement for each other series of outstanding senior notes of any Obligor.

§4.2 Instrument Pursuant to Note Purchase Agreement. This Amendment is executed pursuant to Section 18 of the Note Purchase Agreement and shall be construed, administered, and applied in accordance with all of the terms and provisions of the Note Purchase Agreement. Except as expressly set forth herein, all of the representations, warranties, terms, covenants and conditions of the Note Purchase Agreement shall remain unamended and in full force and effect. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) constitute an amendment or a waiver of, or consent to any departure from, any provision of the Note Purchase Agreement, (ii) operate as a waiver of any right, power or remedy of any holder of any Note, or (iii) constitute a waiver of any Default or Event of Default or any other documents, instruments and agreements executed and/or delivered in connection therewith.

§4.3 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

§4.4 Counterparts; Electronic Contracting. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies thereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Amendment. Delivery of an electronic signature to, or a manually signed copy of, this Amendment by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures to this Amendment within thirty days of the date hereof, each Obligor hereby agrees to provide such counterpart signatures as soon as reasonably practicable, but in any event within thirty days of such request or such longer period as the requesting holder and the Obligors may agree.

§4.5 Governing Law. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first set forth above.

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL I, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL II, L.P. (including each series thereof)

By: OAKTREE CAPITAL II GP LLC (acting as general partner of Oaktree Capital II, L.P. generally and as general partner of each series thereof)

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL MANAGEMENT (CAYMAN), L.P.

By: Oaktree Holdings, Ltd., its general partner

By: Oaktree Capital Group, LLC, director

By: /s/ Jay Wintrob _____

Name: Jay Wintrob

Title: Chief Executive Officer

By: /s/ Daniel Levin _____

Name: Daniel Levin

Title: Chief Financial Officer

Name of Holder:

The Northwestern Mutual Life Insurance Company

By: Northwestern Mutual Investment Management Company, LLC, its investment adviser

By: /s/ Michael H. Leske

Name: Michael H. Leske

Title: Managing Director

The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account

By: Northwestern Mutual Investment Management Company, LLC, its investment adviser

By: /s/ Michael H. Leske

Name: Michael H. Leske

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Teachers Insurance and Annuity Association of America, a New York domiciled life insurance company

By: Nuveen Alternatives Advisors LLC, a Delaware limited liability company, its investment manager

By: /s/ Elena Unger _____

Name: Elena Unger

Title: Senior Director

Principal Amount of Notes held:

[***]

Name of Holder:

Massachusetts Mutual Life Insurance Company
YF Life Insurance International Limited
C.M. Life Insurance Company

By: Barings LLC, as Investment Adviser

By: /s/ John Wheeler _____
Name: John Wheeler
Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Empower Annuity Insurance Company of America
(f/k/a Great-West Life & Annuity Insurance Company)

By: /s/ Ward Argust
Name: Ward Argust
Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

Metropolitan Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Metropolitan Tower Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Brighthouse Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Brighthouse Life Insurance Company of New York
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

NASSAU Life Insurance Company

By: Nassau Asset Management LLC,
Its Investment Manager

By: /s/ David E. Czerniecki

Name: David E. Czerniecki

Title: Chief Investment Officer

PHL Variable Insurance Company

By: Nassau Asset Management LLC,
Its Investment Manager

By: /s/ David E. Czerniecki

Name: David E. Czerniecki

Title: Chief Investment Officer

Principal Amount of Notes held:

[***]

Attachment A

Designated Non-CLO Subsidiaries

Oaktree Capital Management (UK) LLP

Schedule 2.7

Limited Partners of Oaktree Cayman

<u>OBLIGOR</u>	<u>LIMITED PARTNERS AND PERCENTAGE EQUITY INTERESTS</u>
Oaktree Capital Management (Cayman), L.P.	Oaktree Holdings Ltd. – 67.96% Oaktree Capital Group Holdings, L.P. – 31.80% Oaktree Equity Plan, L.P.- 0.24%

CERTAIN IDENTIFIED INFORMATION MARKED BY [*] HAS BEEN OMITTED FROM THIS EXHIBIT PURSUANT TO ITEM 601(A)(5) OF REGULATION S-K**

SECOND AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT

This **SECOND AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT** (“Amendment”) is entered into as of April 7, 2023 by and among (i) Oaktree Capital Management, L.P., a Delaware limited partnership (the “Company”); (ii) Oaktree Capital I, L.P., a Delaware limited partnership (“Oaktree Capital I”); (iii) Oaktree Capital II, L.P., a Delaware series limited partnership (including each series thereof, “Oaktree Capital II”); (iv) Oaktree AIF Investments, L.P., a Delaware limited partnership (“Oaktree AIF”); (v) Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company (“Oaktree Cayman”, and collectively with the Company, Oaktree Capital I, Oaktree Capital II and Oaktree AIF, the “Obligors”); and (vi) the undersigned holders (the “Holders”) of the Notes (as hereinafter defined) party hereto. Unless otherwise defined or amended herein, capitalized terms used in this Amendment shall have the meanings assigned to them in the Note Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company and the Holders have agreed to amend certain provisions of that certain note and guaranty agreement (the “Note Purchase Agreement”), dated as of November 16, 2017, as amended by that certain Amendment to Note Purchase Agreement, dated as of April 24, 2020, among the Obligors and the purchasers listed on Schedule B thereto relating to the issuance and sale of the Company’s 3.78% Senior Notes due December 18, 2032 (the “Notes”), and as otherwise amended and in effect from time to time, on the terms and conditions expressly set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. JOINDER

Oaktree Cayman hereby (x) becomes an Obligor and an Affiliate Guarantor under the Note Purchase Agreement with the same force and effect as if originally named therein as an Obligor and an Affiliate Guarantor; and (y) agrees to all the terms and provisions of the Note Purchase Agreement applicable to it as an Obligor and an Affiliate Guarantor thereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES

The Obligors, jointly and severally, represent and warrant to each Holder that (for purposes of this Section 2, capitalized terms shall have the meanings assigned to such terms in the Note Purchase Agreement as amended by this Amendment):

§2.1 Organization, Power and Authority.

Each Obligor is a limited partnership (or an exempted limited partnership, as the case may be) duly organized, formed or registered, validly existing and in good standing under the laws of its jurisdiction of organization or registration, and is duly qualified as a foreign limited partnership and in good standing in each jurisdiction in which such

qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Obligor has the limited partnership power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact its business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof and of the Note Purchase Agreement as amended by this Amendment.

§2.2 Authorization, etc.

This Amendment has been duly authorized by all necessary limited partnership action on the part of each Obligor, and this Amendment constitutes a legal, valid and binding obligation of each Obligor, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§2.3 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by each Obligor of this Amendment will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Obligor or any Subsidiary under, (A) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, shareholders agreement or any other Material agreement or instrument to which any Obligor or any Subsidiary is bound or by which any Obligor or any Subsidiary or any of their respective properties may be bound or affected other than contraventions, breaches or defaults which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (B) the corporate charter or by-laws of any Obligor or any Subsidiary, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to any Obligor or any Subsidiary or (iii) violate any provision or other statute or other rule or regulation of any Governmental Authority applicable to any Obligor or any Subsidiary other than violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

§2.4 Consent, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by any Obligor of this Amendment.

§2.5 Absence of Defaults.

Immediately prior to the execution, delivery and performance of this Amendment, and after giving effect thereto, no Default or Event of Default will exist.

§2.6 Organization and Ownership of Shares of Subsidiaries of Oaktree Cayman.

(a) All of the outstanding Capital Stock or similar equity interests of each Subsidiary of Oaktree Cayman have been validly issued, are fully paid and non-assessable and the Capital Stock or equity interests owned by Oaktree Cayman or its

Subsidiaries in each Subsidiary of Oaktree Cayman are free and clear of any Lien that is prohibited by the Note Purchase Agreement as amended by this Amendment.

(b) Each Subsidiary of Oaktree Cayman is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other entity power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

§2.7 Limited Partners of Oaktree Cayman.

Schedule 2.7 lists all of the limited partners of Oaktree Cayman together with their respective percentage equity interests in Oaktree Cayman as of the date hereof.

SECTION 3. AMENDMENT

The Note Purchase Agreement is hereby amended as of the date this Amendment becomes effective pursuant to Section 4.1 hereof in the following respects:

§3.1 Financial and Business Information.

Sections 7.1(a) and 7.1(b) of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

(a) *Quarterly Statements* — within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Obligors (other than the last quarterly fiscal period of each such fiscal year),

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such quarter, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within ninety (90) days after the end of each fiscal year of the Obligors,

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such year, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligor and their consolidated subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared both in accordance with (x) generally accepted accounting principles in the United States of America and (y) GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with generally accepted accounting principles in the United States of America or GAAP, as applicable, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

§3.2 Merger, Consolidation, Etc.

The final paragraph of Section 10.2 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

For so long as the Notes remain outstanding, each of the Company and the Initial Affiliate Guarantors must be organized under the laws of the United States or any state or territory thereof (including, for the avoidance of doubt, after giving effect to any of the transactions contemplated by this Section 10.2 involving an Obligor).

§3.3 Officer's Certificate; Covenant Compliance.

Section 7.2(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) Covenant Compliance — setting forth the information from such financial statements that is required in order to establish whether the Obligor was in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished, (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence. In the event that there has been an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.2) as to the period covered by any such financial statement, such Senior Financial Officer's certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

§3.4 Liens

Section 10.5(f) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(f) in the case of any Obligor or any Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of an investment fund, any Lien on such Obligor or such Subsidiary's interests and rights as such controlling entity of such fund or any special purpose vehicle owned by such fund; provided that such Lien shall not extend to such Obligor or Subsidiary's right to receive distributions or any incentive allocation from such fund;

§3.5 Restricted Payments

Section 10.6 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 10.6. Restricted Payments. The Obligors will not, and will not permit any of their respective Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, except (a) any Subsidiary of an Obligor may declare and pay dividends on, or make distributions with respect to, its Capital Stock to an Obligor or any intervening Subsidiary; (b) that so long as no Default or Event of Default under Sections 11(a), 11(b), 11(c) (as a result of non-compliance with Section 10.7), 11(g) or 11(h) shall have occurred and be continuing or would result therefrom, the Obligors or any of their respective Subsidiaries may declare and pay dividends or make distributions with respect to its Capital Stock payable solely in additional Capital Stock, or declare and pay dividends or make distributions in cash solely to holders of its Capital Stock or make any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Capital Stock of any Obligor or of any option, warrant or other right to acquire any such Capital Stock of any Obligor; (c) the Obligors and their respective Subsidiaries may make Restricted Payments pursuant to and in accordance with stock option plans, other benefit plans, carried interest programs and other compensation or investment arrangements; (d) the Obligors or any of their respective Subsidiaries may declare and pay dividends and make distributions to holders of their Capital Stock at any time in amounts intended to enable such holders to discharge their respective U.S. federal, state and local and non-U.S. income and franchise tax liabilities arising from allocations made (or expected to be made) to such holder in respect of such Capital Stock (which amounts may be calculated based on the assumption that such holders are taxed at the highest marginal federal, state and local tax rates applicable to an individual domiciled in Los Angeles, California); and (e) distributions by Oaktree Capital Management (Europe) LLP to Oaktree European CLO Capital (Lux.) S.à r.l.

§3.6 Combined Leverage Ratio

Section 10.7(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Combined Leverage Ratio*. The Obligors will not permit the Combined Leverage Ratio as of the last day of any period of four consecutive fiscal quarters

of the Obligors to be greater than the Maximum Combined Leverage Ratio; provided, that Oaktree Cayman will not be considered an Obligor for purposes of the calculation of the Combined Leverage Ratio until March 31, 2023.

§3.7 Restrictive Agreements; Negative Pledge Clauses

Section 10.8 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 10.8. Restrictive Agreements; Negative Pledge Clauses. The Obligors will not, and will not permit any of their respective Subsidiaries (other than any CLO Subsidiary) to, directly or indirectly, enter into, incur or permit to exist or become effective any agreement or other arrangement that prohibits, limits, restricts or imposes any condition upon (a) the ability of any Obligor or any Subsidiary to create, incur, assume or permit to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, or (b) the ability of any Subsidiary to pay dividends or other distributions on account of its Capital Stock or to make or repay loans or advances to the Obligors or any other Subsidiary or to deliver a Guaranty with respect to Indebtedness of the Obligors or any other Subsidiary; provided that (i) the foregoing shall not apply to restrictions and conditions imposed by law or by this Agreement; (ii) the foregoing shall not apply to restrictions and conditions existing on the date hereof identified on Schedule 10.8 (and any extension, renewal or amendment or modification thereof, provided that such extension, renewal, amendment or modification does not expand the scope of, any such restriction or condition); (iii) the foregoing shall not apply to customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary, business or assets pending such sale, provided such restrictions and conditions apply only to the Subsidiary, business or assets that is to be sold and such sale is permitted hereunder; (iv) clause (a) of the foregoing shall not apply to restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Indebtedness; (v) clause (a) of the foregoing shall not apply to customary provisions in leases restricting the assignment thereof; and (vi) the foregoing shall not apply to restrictions and conditions (x) contained in agreements evidencing a Permitted Financing or agreements with respect to Retention Financing Arrangements, or (y) applicable to an Obligor or a Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of one or more investment funds contained in subscription credit facility agreements.

§3.8 Solicitation of Holders of Notes; Consent in Contemplation of Transfer

Section 18.2(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) Consent in Contemplation of Transfer. Any consent given pursuant to this Section 18 by a holder of a Note that has transferred or has agreed to transfer its Note to the Company, any subsidiary of the Obligors or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that

were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

§3.9 Construction

Section 23.4 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 23.4. Construction, etc. Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. References to any Cayman Islands exempted limited partnership taking any action, having or exercising any power or authority or owning, holding or dealing with any asset are to such exempted limited partnership acting through its general partner (or, if applicable, such general partner's ultimate general partner).

§3.10 Defined Terms

(a) The following defined terms shall be added to the Note Purchase Agreement:

"17C Certificate" means an Officer's Certificate setting forth the Consolidation Date and the date that is the six month anniversary thereof; and including (i) a representation and warranty that the delivery of such Officer's Certificate is in compliance with the requirements of this Agreement, and (ii) an acknowledgement that the failure by members of 17Capital Group that would otherwise be considered "Subsidiaries" as of the Consolidation Date to comply with the Permitted Covenants as of such six month anniversary date will constitute an immediate Event of Default pursuant to Section 11(c) or 11(d) of this Agreement, as applicable, without regard to any requirement of lapse of time or notice.

"17Capital" means 17Capital NewCo Limited, an English private limited company.

"17Capital Fund" means any managed account, investment fund or other investment vehicle organized, sponsored or managed by 17Capital or its subsidiaries.

"17Capital Group" means 17Capital, its subsidiaries and Controlled affiliates and any other Persons through which its private equity finance business is operated (in each case without regard to whether such Persons are owned or Controlled by 17Capital and including, for the avoidance of doubt, the general partners of 17Capital Funds and Persons through which carried interests are received from, or sponsor commitments are made to, 17Capital Funds).

"AIFM" means LFE European Asset Management S.à r.l and its subsidiaries, if any.

“Oaktree Cayman” means Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company, together with any successor thereto that becomes a party hereto pursuant to Section 10.2.

“Retention Financing Arrangements” means financing arrangements entered into by an Obligor or a Subsidiary (including, without limitation, among any of the Obligors and the Subsidiaries), whether by way of borrowed monies or title transfer collateral arrangements, in connection with an investment in notes or the provision of a loan, in each case, for the purposes of satisfying any risk retention requirements applicable thereto.

(b) The following defined terms shall be amended and restated in their entirety, as follows:

“Affiliate Guarantor” means each Initial Affiliate Guarantor, Oaktree Cayman and each other Affiliate that has executed and delivered a Joinder Agreement pursuant to Section 9.7 (which shall include any successor thereto that shall have become such in the manner prescribed in Section 10.2).

“CLO Subsidiary” means, at any time, (i) any Subsidiary that (x) manages or has been established to manage one or more CLOs or (y) is an Affiliate of a Subsidiary described in clause (x) that purchases or otherwise acquires and/or retains securities, obligations or other interests in such CLO for the purpose of, among other things, satisfying (including on a prospective basis) any applicable risk retention laws, rules, regulations, guidelines, technical standards or guidance of any Governmental Authority (the activities described in clause (x) or clause (y) being “CLO Business”) and (ii) any Subsidiary of a Subsidiary described in the preceding clause (i); provided that, no Subsidiary designated as a Non-CLO Subsidiary in a list of Designated Non-CLO Subsidiaries (the initial such list being on Attachment A hereto), as such list is updated by the Obligors in their discretion from time to time to add or remove Subsidiaries upon written notice to the holders, shall be considered a “CLO Subsidiary”; provided, further, that (A) a Person that would otherwise meet the definition of CLO Subsidiary may only be designated as a Non-CLO Subsidiary if it has material business other than CLO Business as determined at the time of designation, (B) CLO Subsidiaries that have material business other than CLO Business shall not account for more than 10% of the assets and 10% of the revenues of the Obligors and their consolidated subsidiaries determined in accordance with GAAP as of and for the fiscal year most recently ended, (C) no designation of a CLO Subsidiary as a Non-CLO Subsidiary, and no redesignation of a Non-CLO Subsidiary as a CLO Subsidiary, shall be made if a Default or Event of Default is then existing or would occur therefrom and (D) a CLO Subsidiary may only be designated a Non-CLO Subsidiary and a designated Non-CLO Subsidiary may only be then redesignated a CLO Subsidiary once every three years; provided, further, that notwithstanding clause (D), the Obligors may designate a CLO Subsidiary a Non-CLO Subsidiary at any time if required to comply with clause (B). For purposes of clauses (A) and (B), a business other than CLO Business will be deemed “material” if the assets and revenues therefrom account for more than 10% of the total assets and 10% of the revenues of the applicable CLO Subsidiary or if the management fees therefrom exceed 10% of the management fees of the applicable CLO Subsidiary, in each case as determined according to GAAP based on the applicable CLO Subsidiary’s financial statements for the fiscal year most recently ended. For the avoidance of doubt, the assets and obligations of any CLO Subsidiary will not be

deemed to include the assets and obligations of any CLO such CLO Subsidiary may manage, except to the extent of any ownership of securities or obligations issued by, or other interests in, such CLO held by the CLO Subsidiary.

“**Combined EBITDA**” means, for any period, Combined Net Income for such period plus, (a) without duplication and to the extent reflected as a charge in the statement of such Combined Net Income for such period, the sum of (i) income tax expense, (ii) Combined Interest Expense, (iii) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Notes), (iv) depreciation and amortization expense, (v) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (vi) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (vii) any non-cash charges, including non-cash charges resulting from the vesting or issuance of equity to employees, principals or others, and minus, (b) without duplication and to the extent included as income or gain in the statement of such Combined Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, non-cash gains on the sales of assets outside of the ordinary course of business) and (ii) any other non-cash income, all as determined on a combined basis, and plus or minus, as appropriate, (c) without duplication of the items set forth in clauses (a) and (b) above, the adjustments equivalent to those that OCG made to arrive at its “Adjusted Net Income” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors, and (d) without duplication of the items set forth in clauses (a), (b) and (c) above, the adjustments replacing investment income (loss) with receipts of investment income from funds and companies equivalent to those that OCG made to arrive at its “Distributable Earnings” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors; provided that the contribution to Combined EBITDA of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

For the purposes of calculating Combined EBITDA for any period of four consecutive fiscal quarters (each, a “**Reference Period**”) pursuant to any determination of the Combined Leverage Ratio, (i) if at any time during such Reference Period the Obligors or any subsidiary shall have made any Material Disposition, the Combined EBITDA for such Reference Period shall be reduced by an amount equal to the Combined EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Combined EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Obligors or any subsidiary shall have made a Material Acquisition, Combined EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period; provided that, with respect to any such Material Disposition or Material Acquisition, Combined EBITDA shall be adjusted to take into account compensation expense, occupancy costs, rental expenses and other reasonably identifiable and supportable cost and expense items that will be eliminated as a result of consummating such Material Disposition or Material

Acquisition (“**Disposition/Acquisition Addbacks**”); provided further that (x) calculations of Disposition/Acquisition Addbacks shall be made in good faith by a Senior Financial Officer and (y) Disposition/Acquisition Addbacks shall not exceed 10% of Combined EBITDA for any Reference Period. As used in this definition, “**Material Acquisition**” means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising in excess of 51% of an operating unit of a business or constitutes in excess of 51% of the common stock of a Person and (b) involves the payment of consideration by the Obligors and their respective subsidiaries in excess of \$250,000,000; and “**Material Disposition**” means any disposition of property or series of related dispositions of property that yields gross proceeds to one or more of the Obligors and their respective subsidiaries in excess of \$250,000,000.

“**Combined Interest Expense**” means, for any period, the aggregate interest expense (including interest expense attributable to Capital Lease Obligations) of the Obligors and their respective subsidiaries for such period in accordance with GAAP (without any deduction for any interest income of the Obligors and their respective subsidiaries), excluding any Excluded Interest Expense.

“**Combined Net Income**” means, for any period, the combined net income (or loss) of the Obligors and their respective consolidated subsidiaries, determined in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a subsidiary of any Obligor or is merged into or consolidated with any Obligor or any subsidiary, (b) the income (or deficit) of any Person (other than (x) a Non-CLO Subsidiary of any of the Obligors and (y) any Person accounted for under GAAP as an interest in a consolidated subsidiary) in which any Obligor or any subsidiary has an ownership interest, except to the extent that any such income is actually received by such Obligor or such subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any subsidiary of the Obligors to the extent that the declaration or payment of dividends or similar distributions by such subsidiary is not at the time permitted by the terms of any Contractual Obligation, Organizational Document or Requirement of Law applicable to such subsidiary.

“**Combined Total Debt**” means, at any date, the combined principal amount of all Indebtedness of the Obligors and their respective consolidated subsidiaries at such date, determined in accordance with GAAP; provided that Combined Total Debt shall not include Non-Recourse CLO Subsidiary Indebtedness; provided, further, that the contribution to Combined Total Debt of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

“**Consolidated Total Assets**” means, at any date, the total assets which would, in conformity with GAAP, be included on a consolidated balance sheet of the Obligors and their Subsidiaries, after eliminating all amounts properly attributable to non-controlling interests, if any, in the stock and surplus of Subsidiaries.

“**Controlled Entity**” means OCG and AOH and each of their respective subsidiaries other than (i) any investment fund or CLO or any subsidiary thereof or (ii) an entity held by OCG, AOH or any of their respective subsidiaries that holds investments that it or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose

of holding investments in connection with seeding a new investment portfolio or strategy.

“**GAAP**” means generally accepted accounting principles as in effect from time to time in the United States of America, except any requirement for the consolidation of investment funds or CLOs advised or managed by any of the Obligors, their Subsidiaries, AIFM and any member of 17Capital Group and other entities that may be required by FASB ASC 810-20 or similar and subsequent authoritative accounting pronouncements. For purposes of clarification, the term “investment funds” hereunder includes entities held by an Obligor (or any of its subsidiaries) that hold investments that an Obligor, a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or CLO, including entities formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“**Indebtedness**” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money or payment obligations of such Person with respect to deposits or advances of any kind, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, representing an extension of credit to such Person, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person for the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but only to the extent of the fair market value of the assets subject to such Lien, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of reimbursement for draws under letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) net liabilities of such Person under Hedging Agreements. The Indebtedness of any Person shall include the Indebtedness of any general partnership and any other entity under which the equity owners of such entity do not have limited liability, in each case, to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent (x) the terms of such Indebtedness provide that such Person is not liable therefor or (y) such Person (i) is a subsidiary of an Obligor that serves as the general partner (or equivalent) of one or more investment funds or CLOs or their respective subsidiaries managed by any of the Obligors or any of their subsidiaries or Affiliates and (ii) does not engage in any business other than to act as the general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries and does not own any assets other than the ownership interest in such investment funds or CLOs or their respective subsidiaries and any assets related solely to such Person’s role as general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries.

“**Material Credit Facility**” means, as to the Obligors and their Subsidiaries,

(a) the Principal Credit Facility;

(b) the Existing Note Agreements; and

(c) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the date of Closing by any Obligor or any Subsidiary (other than any CLO Subsidiary), or in respect of which any Obligor or any Subsidiary (other than any CLO Subsidiary) is an obligor or otherwise provides a guaranty or other credit support (“Credit Facility”), in a principal amount outstanding or available for borrowing equal to or greater than \$250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency); provided that solely for the purposes of Section 9.7, the foregoing shall exclude any agreements with respect to a Lien permitted under Sections 10.5(d) and 10.5(e); provided further that the foregoing shall exclude indebtedness among the Obligors, the Wholly-Owned Subsidiaries or any of them.

“**Oaktree Capital II**” means Oaktree Capital II, L.P., a Delaware series limited partnership, including each series thereof, together with any successor thereto and any additional series created in the future that becomes a party hereto pursuant to Section 10.2.

“**Obligor**” means each of the Company, the Initial Affiliate Guarantors, Oaktree Cayman and any other Affiliate that becomes a guarantor pursuant to Section 9.7. The term “Obligors” means all such Persons collectively.

“**Officer’s Certificate**” means a certificate of a Senior Financial Officer, director or of any other officer of an Obligor (or its general partner) whose responsibilities extend to the subject matter of such certificate.

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, exempted company, exempted limited partnership, business entity or Governmental Authority.

“**Responsible Officer**” means any Senior Financial Officer, director and any other officer of an Obligor (or its general partner) with responsibility for the administration of the relevant portion of this Agreement.

“**Senior Financial Officer**” means the chief financial officer, principal accounting officer, treasurer or comptroller of an Obligor (or its general partner).

“**Subsidiary**” means any subsidiary of the Obligors other than any investment fund or CLO or any subsidiary thereof. For purposes of clarification, the term “Subsidiary” hereunder shall not include an entity held by an Obligor (or any of its subsidiaries) that holds investments that an Obligor or a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy. For the avoidance of doubt, “Subsidiary” shall include a CLO Subsidiary. Notwithstanding the foregoing, (x) neither AIFM nor any member of 17Capital Group that would otherwise be a “Subsidiary” shall be a “Subsidiary” unless and until the date on which such Person is required to be consolidated with the Obligors in accordance with GAAP (the “**Consolidation Date**”); provided that in the case of a member of 17Capital Group that would otherwise be a “Subsidiary”, if the Obligors have delivered a 17C Certificate (as defined below) on or before

the 15th Business Day following the Consolidation Date to each holder of a Note that is an Institutional Investor, such member shall not be a “Subsidiary” for purposes of Section 9.7 (Affiliate Guarantors), Section 10.5 (Liens), Section 10.6 (Restricted Payments) to the extent that any commitment to make a Restricted Payment occurred before the Consolidation Date and not in contemplation of the consolidation requirement, and Section 10.8 (Restrictive Agreements; Negative Pledge Clauses) (the “**Permitted Covenants**”) until the date that is the six month anniversary of the Consolidation Date with respect to such member.

“**Wholly-Owned Subsidiary or Wholly Owned Subsidiary**” means, at any time, any Subsidiary all of the equity interests (except (x) directors’ qualifying shares and (y) equity interests issued to current or former officers, employees or consultants, their respective family members, ex-spouses, family investment vehicles, trusts and estate-planning arrangements, other equity holders who received interests in connection with the provision of services directly or indirectly to the Obligors, their Subsidiaries or investment funds or CLOs and beneficiaries or assignees of any of the foregoing) and voting interests of which are owned by any one or more of the Obligors and the Obligors’ other Wholly-Owned Subsidiaries at such time.

§3.11 Attachment A

(a) Attachment A to this Amendment shall be added as Attachment A to the Note Purchase Agreement.

SECTION 4. MISCELLANEOUS

§4.1 Conditions to Effectiveness. The effectiveness of this Amendment is expressly subject to the following conditions:

(a) the representations and warranties made by the Obligors under Section 1 of this Amendment shall be true and correct;

(b) executed counterparts of this Amendment, duly executed by the Obligors and Holders constituting Required Holders shall have been delivered to the Holders;

(c) receipt by each Holder of (i) a certificate of the Secretary or Assistant Secretary of each Obligor, dated the date hereof, certifying as to (A) the resolutions attached thereto and the corporate proceedings relating to the authorization, execution and delivery of this Amendment and the performance of its obligations hereunder and (B) the Obligors’ organization documents currently in effect, and (ii) (A) in the case of the Obligors other than Oaktree Cayman, a recent “good standing certificate” from the Secretary of State of the State of Delaware (which certificate shall indicate that the Obligor is in good standing and has legal existence in the State of Delaware) and (B) in the case of Oaktree Cayman, a certificate of good standing issued by the Registrar of Exempted Limited Partnerships in the Cayman Islands;

(d) the Company shall have paid, or reimbursed the Holders for, the reasonable fees, charges and disbursements of special counsel to the Holders; *provided* that the Company shall not be liable for the attorneys’ fees, costs and disbursements of more than one firm of special counsel (which firm shall be the firm retained to represent all holders of Notes collectively);

(e) receipt by each Holder of opinions from Munger Tolles & Olson, LLP, special counsel for the Obligors, and Walkers (Cayman) LLP, special Cayman Islands counsel for Oaktree Cayman, in each case covering the matters incident to the transactions contemplated hereby as the Required Holders or their counsel may reasonably request; and

(f) The Obligors shall have provided to the Holders evidence that the Company has entered into (or is concurrently entering into) a substantially identical (in relation to terms) amendment of the Note and Guaranty Agreement for each other series of outstanding senior notes of any Obligor.

§4.2 Instrument Pursuant to Note Purchase Agreement. This Amendment is executed pursuant to Section 18 of the Note Purchase Agreement and shall be construed, administered, and applied in accordance with all of the terms and provisions of the Note Purchase Agreement. Except as expressly set forth herein, all of the representations, warranties, terms, covenants and conditions of the Note Purchase Agreement shall remain unamended and in full force and effect. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) constitute an amendment or a waiver of, or consent to any departure from, any provision of the Note Purchase Agreement, (ii) operate as a waiver of any right, power or remedy of any holder of any Note, or (iii) constitute a waiver of any Default or Event of Default or any other documents, instruments and agreements executed and/or delivered in connection therewith.

§4.3 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

§4.4 Counterparts; Electronic Contracting. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies thereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Amendment. Delivery of an electronic signature to, or a manually signed copy of, this Amendment by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures to this Amendment within thirty days of the date hereof, each Obligor hereby agrees to provide such counterpart signatures as soon as reasonably practicable, but in any event within thirty days of such request or such longer period as the requesting holder and the Obligors may agree.

§4.5 Governing Law. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first set forth above.

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL I, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL II, L.P. (including each series thereof)

By: OAKTREE CAPITAL II GP LLC (acting as general partner of Oaktree Capital II, L.P. generally and as general partner of each series thereof)

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL MANAGEMENT (CAYMAN), L.P.

By: Oaktree Holdings, Ltd., its general partner

By: Oaktree Capital Group, LLC, director

By: /s/ Jay Wintrob

Name: Jay Wintrob

Title: Chief Executive Officer

By: /s/ Daniel Levin

Name: Daniel Levin

Title: Chief Financial Officer

Name of Holder:

Metropolitan Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Metropolitan Tower Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

MetLife Insurance K.K.
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Brighthouse Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Farmers New World Life Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Zurich American Insurance Company
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Pension and Savings Committee, on behalf of The Zurich American Insurance Company Master
Retirement Trust
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Zurich Global, Ltd. (f/k/a Zurich Insurance Company Ltd, Bermuda Branch)
By: MetLife Investment Management, LLC,
Its Investment Manager

By: /s/ Rich Federico
Name: Rich Federico
Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

Teachers Insurance and Annuity Association of America, a New York domiciled life insurance company

By: Nuveen Alternatives Advisors LLC, a Delaware limited liability company, its investment manager

By: /s/ Elena Unger _____

Name: Elena Unger

Title: Senior Director

Principal Amount of Notes held:

[***]

Name of Holder:

ReliaStar Life Insurance Company

By: Voya Investment Management LLC,
as Agent

By: /s/ Joshua A. Winchester

Name: Joshua A. Winchester

Title: Senior Vice President

Security Life of Denver Insurance Company
Voya Retirement Insurance and Annuity Company
Corporate Solutions Life Reinsurance Company
CVS Health Future Fund 401(K) Plan Trust

By: Voya Investment Management Co. LLC,
as Agent

By: /s/ Joshua A. Winchester

Name: Joshua A. Winchester

Title: Senior Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Athene Annuity and Life Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Venerable Insurance and Annuity Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

ReliaStar Life Insurance Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

American Republic Insurance Company
BetterLife (as successor by merger to Western Fraternal Life Association)
Blue Cross and Blue Shield of Florida, Inc.
Catholic United Financial
Minnesota Life Insurance Company
Polish National Alliance of the U.S. of N.A.
UnitedHealthcare Insurance Company
Unity Financial Life Insurance Company
By: Securian Asset Management, Inc.

By: /s/ P. Jason Thibodeaux
Name: P. Jason Thibodeaux
Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Connecticut General Life Insurance Company

By: Cigna Investments, Inc. (authorized agent)

By: /s/ William C. Kane

Name: William C. Kane

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Life Insurance Company of North America

By: NYL Investors LLC, its Investment Manager

By: /s/ Andrew Leisman, CFA

Name: Andrew Leisman, CFA

Title: Senior Director

Principal Amount of Notes held:

[***]

Name of Holder:

Nassau Life Insurance Company

By: Nassau Asset Management LLC
Its: Investment Manager

By: /s/ David E. Czerniecki
Name: David E. Czerniecki
Title: Chief Investment Officer

PHL Variable Insurance Company

By: Nassau Asset Management LLC
Its: Investment Manager

By: /s/ David E. Czerniecki
Name: David E. Czerniecki
Title: Chief Investment Officer

Principal Amount of Notes held:

[***]

Attachment A

Designated Non-CLO Subsidiaries

Oaktree Capital Management (UK) LLP

Schedule 2.7

Limited Partners of Oaktree Cayman

<u>OBLIGOR</u>	<u>LIMITED PARTNERS AND PERCENTAGE EQUITY INTERESTS</u>
Oaktree Capital Management (Cayman), L.P.	Oaktree Holdings Ltd. – 67.96% Oaktree Capital Group Holdings, L.P. – 31.80% Oaktree Equity Plan, L.P.- 0.24%

CERTAIN IDENTIFIED INFORMATION MARKED BY [*] HAS BEEN OMITTED FROM THIS EXHIBIT PURSUANT TO ITEM 601(A)(5) OF REGULATION S-K**

AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT

This **AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT** (“Amendment”) is entered into as of April 7, 2023 by and among (i) Oaktree Capital Management, L.P., a Delaware limited partnership (the “Company”); (ii) Oaktree Capital I, L.P., a Delaware limited partnership (“Oaktree Capital I”); (iii) Oaktree Capital II, L.P., a Delaware series limited partnership (including each series thereof, “Oaktree Capital II”); (iv) Oaktree AIF Investments, L.P., a Delaware limited partnership (“Oaktree AIF”); (v) Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company (“Oaktree Cayman”, and collectively with the Company, Oaktree Capital I, Oaktree Capital II and Oaktree AIF, the “Obligors”); and (vi) the undersigned holders (the “Holders”) of the Notes (as hereinafter defined) party hereto. Unless otherwise defined or amended herein, capitalized terms used in this Amendment shall have the meanings assigned to them in the Note Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company and the Holders have agreed to amend certain provisions of that certain note and guaranty agreement (the “Note Purchase Agreement”), dated as of May 20, 2020 among the Obligors and the purchasers listed on Schedule B thereto relating to the issuance and sale of the Company’s 3.64% Senior Notes, Series A, due July 22, 2030 and 3.84% Senior Notes, Series B, due July 22, 2035 (collectively, the “Notes”), and as otherwise amended and in effect from time to time, on the terms and conditions expressly set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. JOINDER

Oaktree Cayman hereby (x) becomes an Obligor and an Affiliate Guarantor under the Note Purchase Agreement with the same force and effect as if originally named therein as an Obligor and an Affiliate Guarantor; and (y) agrees to all the terms and provisions of the Note Purchase Agreement applicable to it as an Obligor and an Affiliate Guarantor thereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES

The Obligors, jointly and severally, represent and warrant to each Holder that (for purposes of this Section 2, capitalized terms shall have the meanings assigned to such terms in the Note Purchase Agreement as amended by this Amendment):

§2.1 Organization, Power and Authority.

Each Obligor is a limited partnership (or an exempted limited partnership, as the case may be) duly organized, formed or registered, validly existing and in good standing under the laws of its jurisdiction of organization or registration, and is duly qualified as a

foreign limited partnership and in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Obligor has the limited partnership power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact its business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof and of the Note Purchase Agreement as amended by this Amendment.

§2.2 Authorization, etc.

This Amendment has been duly authorized by all necessary limited partnership action on the part of each Obligor, and this Amendment constitutes a legal, valid and binding obligation of each Obligor, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§2.3 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by each Obligor of this Amendment will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Obligor or any Subsidiary under, (A) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, shareholders agreement or any other Material agreement or instrument to which any Obligor or any Subsidiary is bound or by which any Obligor or any Subsidiary or any of their respective properties may be bound or affected other than contraventions, breaches or defaults which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (B) the corporate charter or by-laws of any Obligor or any Subsidiary, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to any Obligor or any Subsidiary or (iii) violate any provision or other statute or other rule or regulation of any Governmental Authority applicable to any Obligor or any Subsidiary other than violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

§2.4 Consent, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by any Obligor of this Amendment.

§2.5 Absence of Defaults.

Immediately prior to the execution, delivery and performance of this Amendment, and after giving effect thereto, no Default or Event of Default will exist.

§2.6 Organization and Ownership of Shares of Subsidiaries of Oaktree Cayman.

(a) All of the outstanding Capital Stock or similar equity interests of each Subsidiary of Oaktree Cayman have been validly issued, are fully paid and non-assessable and the Capital Stock or equity interests owned by Oaktree Cayman or its

Subsidiaries in each Subsidiary of Oaktree Cayman are free and clear of any Lien that is prohibited by the Note Purchase Agreement as amended by this Amendment.

(b) Each Subsidiary of Oaktree Cayman is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other entity power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

§2.7 Limited Partners of Oaktree Cayman.

Schedule 2.7 lists all of the limited partners of Oaktree Cayman together with their respective percentage equity interests in Oaktree Cayman as of the date hereof.

SECTION 3. AMENDMENT

The Note Purchase Agreement is hereby amended as of the date this Amendment becomes effective pursuant to Section 4.1 hereof in the following respects:

§3.1 Financial and Business Information.

Sections 7.1(a) and 7.1(b) of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

(a) *Quarterly Statements* — within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Obligors (other than the last quarterly fiscal period of each such fiscal year),

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such quarter, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within ninety (90) days after the end of each fiscal year of the Obligors,

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such year, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared both in accordance with (x) generally accepted accounting principles in the United States of America and (y) GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with generally accepted accounting principles in the United States of America or GAAP, as applicable, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

§3.2 Officer's Certificate; Covenant Compliance.

Section 7.2(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) Covenant Compliance — setting forth the information from such financial statements that is required in order to establish whether the Obligors were in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished, (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence. In the event that there has been an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.2) as to the period covered by any such financial statement, such Senior Financial Officer's certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

§3.3 Liens

Section 10.5(f) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(f) in the case of any Obligor or any Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of an investment fund, any Lien on such Obligor or such Subsidiary's interests and rights as such controlling entity of such fund or any special purpose vehicle owned by such fund; provided that, except with respect to Fund Credit Arrangements, such Lien shall not extend to such Obligor's or Subsidiary's, as the case may be, right to receive distributions or any incentive allocation from such fund;

§3.4 Combined Leverage Ratio

Section 10.7(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Combined Leverage Ratio.* The Obligors will not permit the Combined Leverage Ratio as of the last day of any period of four consecutive fiscal quarters of the Obligors to be greater than the Maximum Combined Leverage Ratio; provided, that Oaktree Cayman will not be considered an Obligor for purposes of the calculation of the Combined Leverage Ratio until March 31, 2023.

§3.5 Minimum Assets Under Management

Section 10.7(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) *Minimum Assets Under Management.* The Obligors will not permit the Assets Under Management at any time to be less than \$50,000,000,000. At least 75% of the Assets Under Management must be managed by one or more of the Obligors, their respective Subsidiaries and/or any Person that any Obligor or any Subsidiary of an Obligor accounts for using equity method accounting or any of such Person's subsidiaries.

§3.6 Solicitation of Holders of Notes; Consent in Contemplation of Transfer

Section 18.2(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) *Consent in Contemplation of Transfer.* Any consent given pursuant to this Section 18 by a holder of a Note that has transferred or has agreed to transfer its Note to the Company, any subsidiary of the Obligors or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

§3.7 Construction

Section 23.4 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 23.4. *Construction, etc.* Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. References to any Cayman Islands exempted limited partnership taking any action, having or exercising any power or authority or owning, holding or

dealing with any asset are to such exempted limited partnership acting through its general partner (or, if applicable, such general partner's ultimate general partner).

§3.8 Defined Terms

(a) The following defined terms shall be added to the Note Purchase Agreement:

"17C Certificate" means an Officer's Certificate setting forth the Consolidation Date and the date that is the six month anniversary thereof; and including (i) a representation and warranty that the delivery of such Officer's Certificate is in compliance with the requirements of this Agreement, and (ii) an acknowledgement that the failure by members of 17Capital Group that would otherwise be considered "Subsidiaries" as of the Consolidation Date to comply with the Permitted Covenants as of such six month anniversary date will constitute an immediate Event of Default pursuant to Section 11(c) or 11(d) of this Agreement, as applicable, without regard to any requirement of lapse of time or notice.

"17Capital" means 17Capital NewCo Limited, an English private limited company.

"17Capital Fund" means any managed account, investment fund or other investment vehicle organized, sponsored or managed by 17Capital or its subsidiaries.

"17Capital Group" means 17Capital, its subsidiaries and Controlled affiliates and any other Persons through which its private equity finance business is operated (in each case without regard to whether such Persons are owned or Controlled by 17Capital and including, for the avoidance of doubt, the general partners of 17Capital Funds and Persons through which carried interests are received from, or sponsor commitments are made to, 17Capital Funds).

"AIFM" means LFE European Asset Management S.à r.l and its subsidiaries, if any.

"Oaktree Cayman" means Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company, together with any successor thereto that becomes a party hereto pursuant to Section 10.2.

"Retention Financing Arrangements" means financing arrangements entered into by an Obligor or a Subsidiary (including, without limitation, among any of the Obligors and the Subsidiaries), whether by way of borrowed monies or title transfer collateral arrangements, in connection with an investment in notes or the provision of a loan, in each case, for the purposes of satisfying any risk retention requirements applicable thereto.

(b) The following defined terms shall be amended and restated in their entirety, as follows:

"Affiliate Guarantor" means each Initial Affiliate Guarantor, Oaktree Cayman and each other Affiliate that has executed and delivered a Joinder Agreement

pursuant to Section 9.7 (which shall include any successor thereto that shall have become such in the manner prescribed in Section 10.2).

“Assets Under Management” means, as of any date of determination, the lesser of (i) “assets under management” as defined in OCG’s then-most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q filed with the SEC, as such report may be amended or supplemented, and (ii) “assets under management” (howsoever defined) as used in the then-current Principal Credit Facility with respect to a minimum assets under management test; provided that, for purposes of this Agreement only, with respect to any assets under management of any Person that any Obligor or any Subsidiary of an Obligor accounts for using equity method accounting or of any of such Person’s subsidiaries, which assets are not also managed by an Obligor or a Subsidiary of an Obligor, only the Obligors’ and their Subsidiaries’ pro rata portion of such assets under management (based on their respective ownership percentages in such Person) shall be included in “Assets Under Management”, and such pro rata portion shall only be included in “Assets Under Management” if the amount of dividends or similar distributions actually received by all Obligors and their subsidiaries is greater than 80% of GAAP net income of the Obligors and their consolidated subsidiaries attributable to such Person for the 12 calendar month period most recently ended on or prior to such date of determination.

“Cash and Cash Equivalents” means, as at the last day of any period, the unrestricted cash, cash-equivalents, U.S. Treasury securities, time deposit securities and commercial paper, in each case to the extent included in “cash and cash-equivalents” and “U.S. Treasury and other securities” as set forth on the combined consolidated balance sheet of the Obligors and their respective consolidated subsidiaries as of such day, determined in accordance with GAAP.

“CLO Subsidiary” means, at any time, (i) any Subsidiary that (x) manages or has been established to manage one or more CLOs or (y) is an Affiliate of a Subsidiary described in clause (x) that purchases or otherwise acquires and/or retains securities, obligations or other interests in such CLO for the purpose of, among other things, satisfying (including on a prospective basis) any applicable risk retention laws, rules, regulations, guidelines, technical standards or guidance of any Governmental Authority (the activities described in clause (x) or clause (y) being “CLO Business”) and (ii) any Subsidiary of a Subsidiary described in the preceding clause (i); provided that, no Subsidiary designated as a Non-CLO Subsidiary in a list of Designated Non-CLO Subsidiaries (the initial such list being on Attachment A hereto), as such list is updated by the Obligors in their discretion from time to time to add or remove Subsidiaries upon written notice to the holders, shall be considered a “CLO Subsidiary”; provided, further, that (A) a Person that would otherwise meet the definition of CLO Subsidiary may only be designated as a Non-CLO Subsidiary if it has material business other than CLO Business as determined at the time of designation, (B) CLO Subsidiaries that have material business other than CLO Business shall not account for more than 10% of the assets and 10% of the revenues of the Obligors and their consolidated subsidiaries determined in accordance with GAAP as of and for the fiscal year most recently ended, (C) no designation of a CLO Subsidiary as a Non-CLO Subsidiary, and no redesignation of a Non-CLO Subsidiary as a CLO Subsidiary, shall be made if a Default or Event of Default is then existing or would occur therefrom and (D) a CLO Subsidiary may only be designated a Non-CLO Subsidiary and a designated Non-CLO Subsidiary may only be then redesignated a CLO Subsidiary once every three years; provided, further, that notwithstanding

clause (D), the Obligors may designate a CLO Subsidiary a Non-CLO Subsidiary at any time if required to comply with clause (B). For purposes of clauses (A) and (B), a business other than CLO Business will be deemed “material” if the assets and revenues therefrom account for more than 10% of the total assets and 10% of the revenues of the applicable CLO Subsidiary or if the management fees therefrom exceed 10% of the management fees of the applicable CLO Subsidiary, in each case as determined according to GAAP based on the applicable CLO Subsidiary’s financial statements for the fiscal year most recently ended. For the avoidance of doubt, the assets and obligations of any CLO Subsidiary will not be deemed to include the assets and obligations of any CLO such CLO Subsidiary may manage, except to the extent of any ownership of securities or obligations issued by, or other interests in, such CLO held by the CLO Subsidiary.

“**Combined EBITDA**” means, for any period, Combined Net Income for such period plus, (a) without duplication and to the extent reflected as a charge in the statement of such Combined Net Income for such period, the sum of (i) income tax expense, (ii) Combined Interest Expense, (iii) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Notes), (iv) depreciation and amortization expense, (v) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (vi) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (vii) any non-cash charges, including non-cash charges resulting from the vesting or issuance of equity to employees, principals or others, and minus, (b) without duplication and to the extent included as income or gain in the statement of such Combined Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, non-cash gains on the sales of assets outside of the ordinary course of business) and (ii) any other non-cash income, all as determined on a combined basis, and plus or minus, as appropriate, (c) without duplication of the items set forth in clauses (a) and (b) above, the adjustments equivalent to those that OCG made to arrive at its “Adjusted Net Income” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors, and (d) without duplication of the items set forth in clauses (a), (b) and (c) above, the adjustments replacing investment income (loss) with receipts of investment income from funds and companies equivalent to those that OCG made to arrive at its “Distributable Earnings” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors; provided that the contribution to Combined EBITDA of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

For the purposes of calculating Combined EBITDA for any period of four consecutive fiscal quarters (each, a “**Reference Period**”) pursuant to any determination of the Combined Leverage Ratio, (i) if at any time during such Reference Period the Obligors or any subsidiary shall have made any Material Disposition, the Combined EBITDA for such Reference Period shall be reduced by an amount equal to the Combined EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Combined EBITDA (if negative)

attributable thereto for such Reference Period and (ii) if during such Reference Period the Obligors or any subsidiary shall have made a Material Acquisition, Combined EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period; provided that, with respect to any such Material Disposition or Material Acquisition, Combined EBITDA shall be adjusted to take into account compensation expense, occupancy costs, rental expenses and other reasonably identifiable and supportable cost and expense items that will be eliminated as a result of consummating such Material Disposition or Material Acquisition (“**Disposition/Acquisition Addbacks**”); provided further that (x) calculations of Disposition/Acquisition Addbacks shall be made in good faith by a Senior Financial Officer and (y) Disposition/Acquisition Addbacks shall not exceed 10% of Combined EBITDA for any Reference Period. As used in this definition, “**Material Acquisition**” means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising in excess of 51% of an operating unit of a business or constitutes in excess of 51% of the common stock of a Person and (b) involves the payment of consideration by the Obligors and their respective subsidiaries in excess of \$250,000,000; and “**Material Disposition**” means any disposition of property or series of related dispositions of property that yields gross proceeds to one or more of the Obligors and their respective subsidiaries in excess of \$250,000,000.

“**Combined Interest Expense**” means, for any period, the aggregate interest expense (including interest expense attributable to Capital Lease Obligations) of the Obligors and their respective subsidiaries for such period in accordance with GAAP (without any deduction for any interest income of the Obligors and their respective subsidiaries), excluding any Excluded Interest Expense.

“**Combined Net Income**” means, for any period, the combined net income (or loss) of the Obligors and their respective consolidated subsidiaries, determined in accordance with GAAP; provided that (i) there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a subsidiary of any Obligor or is merged into or consolidated with any Obligor or any subsidiary, (b) except as described in clause (ii) below, the income (or deficit) of any Person (other than (x) a Non-CLO Subsidiary of any of the Obligors and (y) any Person accounted for under GAAP as an interest in a consolidated subsidiary) in which any Obligor or any subsidiary has an ownership interest, except to the extent that any such income is actually received by such Obligor or such subsidiary in the form of dividends or similar distributions, and (c) the undistributed earnings of any subsidiary of the Obligors to the extent that the declaration or payment of dividends or similar distributions by such subsidiary is not at the time permitted by the terms of any Contractual Obligation, Organizational Document or Requirement of Law applicable to such subsidiary, and (ii) for so long as DoubleLine, any member of 17Capital Group or AIFM is accounted for under GAAP using equity method accounting, if the amount of dividends or similar distributions actually received by all Obligors and their subsidiaries is greater than 80% of GAAP net income of the Obligors and their consolidated subsidiaries attributable to DoubleLine, such members of 17Capital Group or AIFM, as applicable, for the four consecutive quarter period for which Combined Net Income is being determined, Combined Net Income will reflect the GAAP net income of the Obligors and their consolidated subsidiaries attributable to DoubleLine, such members of 17Capital Group or AIFM, as applicable, for such period. For the avoidance of doubt, Combined Net Income is prior to the allocation of income with respect to preferred equity interests of the Obligors.

“Combined Total Debt” means, at any date, the difference between (1) the combined principal amount of all Indebtedness of the type described in clauses (a), (b), (c), (f) (to the extent the underlying Indebtedness is of the types otherwise enumerated in this definition of Combined Total Debt), (g) (to the extent the underlying Indebtedness is of the types otherwise enumerated in this definition of Combined Total Debt), (h), (i) and (j) (to the extent of drawings thereunder) thereof of the Obligors and their respective consolidated subsidiaries at such date, determined in accordance with GAAP; provided that Combined Total Debt shall exclude (x) Non-Recourse CLO Subsidiary Indebtedness and (y) Indebtedness among the Obligors, the Subsidiaries of any Obligor or any of them, minus (2) Cash and Cash Equivalents that are not subject to any Liens (other than bankers’ Liens and rights of setoff and inchoate Liens) at such date; provided, further, that the contribution to Combined Total Debt of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

“Consolidated Total Assets” means, at any date, the total assets which would, in conformity with GAAP, be included on a consolidated balance sheet of the Obligors and their Subsidiaries, after eliminating all amounts properly attributable to non-controlling interests, if any, in the stock and surplus of Subsidiaries.

“Controlled Entity” means OCG and AOH and each of their respective subsidiaries other than (i) any investment fund or CLO or any subsidiary thereof or (ii) an entity held by OCG, AOH or any of their respective subsidiaries that holds investments that it or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Fund Credit Arrangements” means any subscription loan from lenders not affiliated with an Obligor, the main purpose of which is to borrow against the uncalled capital commitments of limited partners or similar investors in investment funds.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America, except any requirement for the consolidation of investment funds or CLOs advised or managed by any of the Obligors, their Subsidiaries, AIFM and any member of 17Capital Group and other entities that may be required by FASB ASC 810-20 or similar and subsequent authoritative accounting pronouncements. For purposes of clarification, the term “investment funds” hereunder includes entities held by an Obligor (or any of its subsidiaries) that hold investments that an Obligor, a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or CLO, including entities formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Indebtedness” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money or payment obligations of such Person with respect to deposits or advances of any kind, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, representing an extension of credit to such Person, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all payment obligations of such Person under conditional sale or other title retention agreements relating to

property acquired by such Person, (e) all obligations of such Person for the deferred purchase price of property or services (excluding accounts payable and accrued expenses incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien (excluding, for the avoidance of doubt, Liens permitted pursuant to Section 10.5(f)) on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but only to the extent of the fair market value of the assets subject to such Lien, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of reimbursement for draws under letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances and (k) net liabilities of such Person under Hedging Agreements. The Indebtedness of any Person shall include the Indebtedness of any general partnership and any other entity under which the equity owners of such entity do not have limited liability, in each case, to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent (x) the terms of such Indebtedness provide that such Person is not liable therefor or (y) such Person (i) is a subsidiary of an Obligor that serves as the general partner (or equivalent) of one or more investment funds or CLOs or their respective subsidiaries managed by any of the Obligors or any of their subsidiaries or Affiliates and (ii) does not engage in any business other than to act as the general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries and does not own any assets other than the ownership interest in such investment funds or CLOs or their respective subsidiaries and any assets related solely to such Person's role as general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries.

"Material Credit Facility" means, as to the Obligors and their Subsidiaries,

(a) the Principal Credit Facility;

(b) the Existing Note Agreements; and

(c) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the date of Closing by any Obligor or any Subsidiary (other than any CLO Subsidiary), or in respect of which any Obligor or any Subsidiary (other than any CLO Subsidiary) is an obligor or otherwise provides a guaranty or other credit support ("Credit Facility"), in a principal amount outstanding or available for borrowing equal to or greater than \$250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency); provided that solely for the purposes of Section 9.7, the foregoing shall exclude any agreements with respect to a Lien permitted under Sections 10.5(d), 10.5(e) and 10.5(f); provided further that the foregoing shall exclude indebtedness among the Obligors, the Wholly-Owned Subsidiaries or any of them.

"Oaktree Capital II" means Oaktree Capital II, L.P., a Delaware series limited partnership, including each series thereof, together with any successor thereto and any additional series created in the future that becomes a party hereto pursuant to Section 10.2.

“**Obligor**” means each of the Company, the Initial Affiliate Guarantors, Oaktree Cayman and any other Affiliate that becomes a guarantor pursuant to Section 9.7. The term “Obligors” means all such Persons collectively.

“**Officer’s Certificate**” means a certificate of a Senior Financial Officer, director or of any other officer of an Obligor (or its general partner) whose responsibilities extend to the subject matter of such certificate.

“**Person**” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, exempted company, exempted limited partnership, business entity or Governmental Authority.

“**Responsible Officer**” means any Senior Financial Officer, director and any other officer of an Obligor (or its general partner) with responsibility for the administration of the relevant portion of this Agreement.

“**Senior Financial Officer**” means the chief financial officer, principal accounting officer, treasurer or comptroller of an Obligor (or its general partner).

“**Subsidiary**” means any subsidiary of the Obligors other than any investment fund or CLO or any subsidiary thereof. For purposes of clarification, the term “Subsidiary” hereunder shall not include an entity held by an Obligor (or any of its subsidiaries) that holds investments that an Obligor or a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy. For the avoidance of doubt, “Subsidiary” shall include a CLO Subsidiary. Notwithstanding the foregoing, (x) neither AIFM nor any member of 17Capital Group that would otherwise be a “Subsidiary” shall be a “Subsidiary” unless and until the date on which such Person is required to be consolidated with the Obligors in accordance with GAAP (the “**Consolidation Date**”); provided that in the case of a member of 17Capital Group that would otherwise be a “Subsidiary”, if the Obligors have delivered a 17C Certificate (as defined below) on or before the 15th Business Day following the Consolidation Date to each holder of a Note (other than a Competitor) that is an Institutional Investor, such member shall not be a “Subsidiary” for purposes of Section 9.7 (Affiliate Guarantors) and Section 10.5 (Liens) (the “**Permitted Covenants**”) until the date that is the six month anniversary of the Consolidation Date with respect to such member.

“**Wholly-Owned Subsidiary or Wholly Owned Subsidiary**” means, at any time, any Subsidiary all of the equity interests (except (x) directors’ qualifying shares and (y) equity interests issued to current or former officers, employees or consultants, their respective family members, ex-spouses, family investment vehicles, trusts and estate-planning arrangements, other equity holders who received interests in connection with the provision of services directly or indirectly to the Obligors, their Subsidiaries or investment funds or CLOs and beneficiaries or assignees of any of the foregoing) and voting interests of which are owned by any one or more of the Obligors and the Obligors’ other Wholly-Owned Subsidiaries at such time.

§3.9 Attachment A

(a) Attachment A to this Amendment shall be added as Attachment A to the Note Purchase Agreement.

SECTION 4. MISCELLANEOUS

§4.1 Conditions to Effectiveness. The effectiveness of this Amendment is expressly subject to the following conditions:

- (a) the representations and warranties made by the Obligors under Section 1 of this Amendment shall be true and correct;
- (b) executed counterparts of this Amendment, duly executed by the Obligors and Holders constituting Required Holders shall have been delivered to the Holders;
- (c) receipt by each Holder of (i) a certificate of the Secretary or Assistant Secretary of each Obligor, dated the date hereof, certifying as to (A) the resolutions attached thereto and the corporate proceedings relating to the authorization, execution and delivery of this Amendment and the performance of its obligations hereunder and (B) the Obligors' organization documents currently in effect, and (ii) (A) in the case of the Obligors other than Oaktree Cayman, a recent "good standing certificate" from the Secretary of State of the State of Delaware (which certificate shall indicate that the Obligor is in good standing and has legal existence in the State of Delaware) and (B) in the case of Oaktree Cayman, a certificate of good standing issued by the Registrar of Exempted Limited Partnerships in the Cayman Islands;
- (d) the Company shall have paid, or reimbursed the Holders for, the reasonable fees, charges and disbursements of special counsel to the Holders; *provided* that the Company shall not be liable for the attorneys' fees, costs and disbursements of more than one firm of special counsel (which firm shall be the firm retained to represent all holders of Notes collectively);
- (e) receipt by each Holder of opinions from Munger Tolles & Olson, LLP, special counsel for the Obligors, and Walkers (Cayman) LLP, special Cayman Islands counsel for Oaktree Cayman, in each case covering the matters incident to the transactions contemplated hereby as the Required Holders or their counsel may reasonably request; and
- (f) The Obligors shall have provided to the Holders evidence that the Company has entered into (or is concurrently entering into) a substantially identical (in relation to terms) amendment of the Note and Guaranty Agreement for each other series of outstanding senior notes of any Obligor.

§4.2 Instrument Pursuant to Note Purchase Agreement. This Amendment is executed pursuant to Section 18 of the Note Purchase Agreement and shall be construed, administered, and applied in accordance with all of the terms and provisions of the Note Purchase Agreement. Except as expressly set forth herein, all of the representations, warranties, terms, covenants and conditions of the Note Purchase Agreement shall remain unamended and in full force and effect. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) constitute an amendment or a waiver of, or consent to any departure from, any provision of the Note Purchase Agreement, (ii) operate as a waiver of any right, power or remedy of any holder of any Note, or (iii) constitute a waiver of any Default or Event of Default or any other documents, instruments and agreements executed and/or delivered in connection therewith.

§4.3 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

§4.4 Counterparts; Electronic Contracting. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies thereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Amendment. Delivery of an electronic signature to, or a manually signed copy of, this Amendment by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures to this Amendment within thirty days of the date hereof, each Obligor hereby agrees to provide such counterpart signatures as soon as reasonably practicable, but in any event within thirty days of such request or such longer period as the requesting holder and the Obligors may agree.

§4.5 Governing Law. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first set forth above.

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL I, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL II, L.P. (including each series thereof)

By: OAKTREE CAPITAL II GP LLC (acting as general partner of Oaktree Capital II, L.P. generally and as general partner of each series thereof)

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL MANAGEMENT (CAYMAN), L.P.

By: Oaktree Holdings, Ltd., its general partner

By: Oaktree Capital Group, LLC, director

By: /s/ Jay Wintrob

Name: Jay Wintrob

Title: Chief Executive Officer

By: /s/ Daniel Levin

Name: Daniel Levin

Title: Chief Financial Officer

Name of Holder:

Venerable Insurance and Annuity Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Athene Annuity and Life Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Athene Annuity & Life Assurance Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

BPCE VIE
Corporate Solutions Life Reinsurance Company
Brighthouse Life Insurance Company
Voya Retirement Insurance and Annuity Company
Selective Insurance Company of America
CompSource Mutual Insurance Company
Selective Insurance Company of New York
Motorists Life Insurance Company
The Savings Bank Mutual Life Insurance Company of Massachusetts

By: Voya Investment Management Co. LLC, as Agent

By: /s/ Joshua A. Winchester
Name: Joshua A. Winchester
Title: Senior Vice President

NN Life Insurance Company Ltd.

By: Voya Investment Management LLC, as Attorney in fact

By: /s/ Joshua A. Winchester
Name: Joshua A. Winchester
Title: Senior Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Sun Life Assurance Company of Canada,
acting through its Bermuda Branch

By: /s/ Daniel Bernholtz

Name: Daniel Bernholtz

Title: Senior Director, Private Fixed Income

By: /s/ Russell Goldenberg

Name: Russell Goldenberg

Title: Senior Director, Private Fixed Income

Sun Life Insurance (Canada) Limited

By: /s/ Daniel Bernholtz

Name: Daniel Bernholtz

Title: Senior Director, Private Fixed Income

By: /s/ Russell Goldenberg

Name: Russell Goldenberg

Title: Senior Director, Private Fixed Income

Sun Life Hong Kong Limited

By: /s/ Shiuan Ting van Vuuren

Name: Shiuan Ting van Vuuren

Title: Chief Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Teachers Insurance and Annuity Association of America, a New York domiciled life insurance company

By: Nuveen Alternatives Advisors LLC, a Delaware limited liability company, its investment manager

By: /s/ Elena Unger _____

Name: Elena Unger

Title: Senior Director

Principal Amount of Notes held:

[***]

Name of Holder:

Jackson National Life Insurance Company

By: PPM America, Inc., as attorney in fact, on behalf of Jackson National Life Insurance Company

By: /s/ Sean Biggins

Name: Sean Biggins

Title: Vice President, Private Placements

Principal Amount of Notes held:

[***]

Name of Holder:

Principal Life Insurance Company

By: Principal Global Investors, LLC
a Delaware limited liability company,
its authorized signatory

By: /s/ Charles Schneider

Name: Charles Schneider

Title: Counsel

By: /s/ Karl Goodman

Name: Karl Goodman

Title: Counsel

Principal Reinsurance Company of Delaware II

By: Principal Global Investors, LLC
a Delaware limited liability company,
its authorized signatory

By: /s/ Charles Schneider

Name: Charles Schneider

Title: Counsel

By: /s/ Karl Goodman

Name: Karl Goodman

Title: Counsel

Principal Life Insurance Company – Principal PRT Separate Account

By: Principal Global Investors, LLC
a Delaware limited liability company,
its authorized signatory

By: /s/ Charles Schneider

Name: Charles Schneider

Title: Counsel

By: /s/ Karl Goodman

Name: Karl Goodman

Title: Counsel

Principal Amount of Notes held:

[***]

Name of Holder:

Thrivent Financial for Lutherans

By: /s/ Christopher Patton

Name: Christopher Patton

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Banner Life Insurance Company

By: Legal & General Investment Management America, Inc., its Investment Manager

By: /s/ Edward Wood

Name: Edward Wood

Title: Head of Private Credit Investment, North America

Principal Amount of Notes held:

[***]

Attachment A

Designated Non-CLO Subsidiaries

Oaktree Capital Management (UK) LLP

Schedule 2.7

Limited Partners of Oaktree Cayman

<u>OBLIGOR</u>	<u>LIMITED PARTNERS AND PERCENTAGE EQUITY INTERESTS</u>
Oaktree Capital Management (Cayman), L.P.	Oaktree Holdings Ltd. – 67.96% Oaktree Capital Group Holdings, L.P. – 31.80% Oaktree Equity Plan, L.P.- 0.24%

CERTAIN IDENTIFIED INFORMATION MARKED BY [*] HAS BEEN OMITTED FROM THIS EXHIBIT PURSUANT TO ITEM 601(A)(5) OF REGULATION S-K**

AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT

This **AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT** (“Amendment”) is entered into as of April 7, 2023 by and among (i) Oaktree Capital Management, L.P., a Delaware limited partnership (the “Company”); (ii) Oaktree Capital I, L.P., a Delaware limited partnership (“Oaktree Capital I”); (iii) Oaktree Capital II, L.P., a Delaware series limited partnership (including each series thereof, “Oaktree Capital II”); (iv) Oaktree AIF Investments, L.P., a Delaware limited partnership (“Oaktree AIF”); (v) Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company (“Oaktree Cayman”, and collectively with the Company, Oaktree Capital I, Oaktree Capital II and Oaktree AIF, the “Obligors”); and (vi) the undersigned holders (the “Holders”) of the Notes (as hereinafter defined) party hereto. Unless otherwise defined or amended herein, capitalized terms used in this Amendment shall have the meanings assigned to them in the Note Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company and the Holders have agreed to amend certain provisions of that certain note and guaranty agreement (the “Note Purchase Agreement”), dated as of November 4, 2021 among the Obligors and the purchasers listed on Schedule B thereto relating to the issuance and sale of the Company’s 3.06% Senior Notes due January 12, 2037 (the “Notes”), and as otherwise amended and in effect from time to time, on the terms and conditions expressly set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. JOINDER

Oaktree Cayman hereby (x) becomes an Obligor and an Affiliate Guarantor under the Note Purchase Agreement with the same force and effect as if originally named therein as an Obligor and an Affiliate Guarantor; and (y) agrees to all the terms and provisions of the Note Purchase Agreement applicable to it as an Obligor and an Affiliate Guarantor thereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES

The Obligors, jointly and severally, represent and warrant to each Holder that (for purposes of this Section 2, capitalized terms shall have the meanings assigned to such terms in the Note Purchase Agreement as amended by this Amendment):

§2.1 Organization, Power and Authority.

Each Obligor is a limited partnership (or an exempted limited partnership, as the case may be) duly organized, formed or registered, validly existing and in good standing under the laws of its jurisdiction of organization or registration, and is duly qualified as a foreign limited partnership and in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be

so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Obligor has the limited partnership power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact its business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof and of the Note Purchase Agreement as amended by this Amendment.

§2.2 Authorization, etc.

This Amendment has been duly authorized by all necessary limited partnership action on the part of each Obligor, and this Amendment constitutes a legal, valid and binding obligation of each Obligor, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§2.3 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by each Obligor of this Amendment will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Obligor or any Subsidiary under, (A) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, shareholders agreement or any other Material agreement or instrument to which any Obligor or any Subsidiary is bound or by which any Obligor or any Subsidiary or any of their respective properties may be bound or affected other than contraventions, breaches or defaults which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (B) the corporate charter or by-laws of any Obligor or any Subsidiary, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to any Obligor or any Subsidiary or (iii) violate any provision or other statute or other rule or regulation of any Governmental Authority applicable to any Obligor or any Subsidiary other than violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

§2.4 Consent, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by any Obligor of this Amendment.

§2.5 Absence of Defaults.

Immediately prior to the execution, delivery and performance of this Amendment, and after giving effect thereto, no Default or Event of Default will exist.

§2.6 Organization and Ownership of Shares of Subsidiaries of Oaktree Cayman.

(a) All of the outstanding Capital Stock or similar equity interests of each Subsidiary of Oaktree Cayman have been validly issued, are fully paid and non-assessable and the Capital Stock or equity interests owned by Oaktree Cayman or its Subsidiaries in each Subsidiary of Oaktree Cayman are free and clear of any Lien that is prohibited by the Note Purchase Agreement as amended by this Amendment.

(b) Each Subsidiary of Oaktree Cayman is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other entity power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

§2.7 Limited Partners of Oaktree Cayman.

Schedule 2.7 lists all of the limited partners of Oaktree Cayman together with their respective percentage equity interests in Oaktree Cayman as of the date hereof.

SECTION 3. AMENDMENT

The Note Purchase Agreement is hereby amended as of the date this Amendment becomes effective pursuant to Section 4.1 hereof in the following respects:

§3.1 Financial and Business Information.

Sections 7.1(a) and 7.1(b) of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

(a) *Quarterly Statements* — within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Obligors (other than the last quarterly fiscal period of each such fiscal year),

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such quarter, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within ninety (90) days after the end of each fiscal year of the Obligors,

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such year, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligor and their consolidated subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared both in accordance with (x) generally accepted accounting principles in the United States of America and (y) GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with generally accepted accounting principles in the United States of America or GAAP, as applicable, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

§3.2 Officer's Certificate; Covenant Compliance.

Section 7.2(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) Covenant Compliance — setting forth the information from such financial statements that is required in order to establish whether the Obligor was in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished, (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence. In the event that there has been an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.2) as to the period covered by any such financial statement, such Senior Financial Officer's certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

§3.3 Liens

Section 10.5(f) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(f) in the case of any Obligor or any Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of an investment fund, any Lien on such Obligor or such Subsidiary's interests and rights as such controlling entity of such fund or any special purpose vehicle owned by such fund; provided that, except with respect to Fund Credit Arrangements, such Lien shall not extend to such Obligor's or Subsidiary's, as the case may be, right to receive distributions or any incentive allocation from such fund;

§3.4 Combined Leverage Ratio

Section 10.7(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Combined Leverage Ratio*. The Obligors will not permit the Combined Leverage Ratio as of the last day of any period of four consecutive fiscal quarters of the Obligors to be greater than 4.00 to 1.00; provided, that Oaktree Cayman will not be considered an Obligor for purposes of the calculation of the Combined Leverage Ratio until March 31, 2023.

§3.5 Solicitation of Holders of Notes; Consent in Contemplation of Transfer

Section 18.2(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) *Consent in Contemplation of Transfer*. Any consent given pursuant to this Section 18 by a holder of a Note that has transferred or has agreed to transfer its Note to the Company, any subsidiary of the Obligors or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

§3.6 Construction

Section 23.4 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 23.4. *Construction, etc.* Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. References to any Cayman Islands exempted limited partnership taking any action, having or exercising any power or authority or owning, holding or dealing with any asset are to such exempted limited partnership acting through its general partner (or, if applicable, such general partner's ultimate general partner).

§3.7 Defined Terms

(a) The following defined terms shall be added to the Note Purchase Agreement:

“**17C Certificate**” means an Officer's Certificate setting forth the Consolidation Date and the date that is the six month anniversary thereof; and including (i) a representation and warranty that the delivery of such Officer's Certificate is in compliance with the requirements of this Agreement, and (ii) an acknowledgement that the failure by members of 17Capital Group that would

otherwise be considered “Subsidiaries” as of the Consolidation Date to comply with the Permitted Covenants as of such six month anniversary date will constitute an immediate Event of Default pursuant to Section 11(c) or 11(d) of this Agreement, as applicable, without regard to any requirement of lapse of time or notice.

“**17Capital**” means 17Capital NewCo Limited, an English private limited company.

“**17Capital Fund**” means any managed account, investment fund or other investment vehicle organized, sponsored or managed by 17Capital or its subsidiaries.

“**17Capital Group**” means 17Capital, its subsidiaries and Controlled affiliates and any other Persons through which its private equity finance business is operated (in each case without regard to whether such Persons are owned or Controlled by 17Capital and including, for the avoidance of doubt, the general partners of 17Capital Funds and Persons through which carried interests are received from, or sponsor commitments are made to, 17Capital Funds).

“**AIFM**” means LFE European Asset Management S.à r.l and its subsidiaries, if any.

“**Oaktree Cayman**” means Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company, together with any successor thereto that becomes a party hereto pursuant to Section 10.2.

“**Retention Financing Arrangements**” means financing arrangements entered into by an Obligor or a Subsidiary (including, without limitation, among any of the Obligors and the Subsidiaries), whether by way of borrowed monies or title transfer collateral arrangements, in connection with an investment in notes or the provision of a loan, in each case, for the purposes of satisfying any risk retention requirements applicable thereto.

(b) The following defined terms shall be amended and restated in their entirety, as follows:

“**Affiliate Guarantor**” means each Initial Affiliate Guarantor, Oaktree Cayman and each other Affiliate that has executed and delivered a Joinder Agreement pursuant to Section 9.7 (which shall include any successor thereto that shall have become such in the manner prescribed in Section 10.2).

“**Cash and Cash Equivalents**” means, as at the last day of any period, the unrestricted cash, cash-equivalents, U.S. Treasury securities, time deposit securities and commercial paper, in each case to the extent included in “cash and cash-equivalents” and “U.S. Treasury and other securities” as set forth on the combined consolidated balance sheet of the Obligors and their respective consolidated subsidiaries as of such day, determined in accordance with GAAP.

“**CLO Subsidiary**” means, at any time, (i) any Subsidiary that (x) manages or has been established to manage one or more CLOs or (y) is an Affiliate of a Subsidiary described in clause (x) that purchases or otherwise acquires and/or retains securities, obligations or other interests in such CLO for the purpose of,

among other things, satisfying (including on a prospective basis) any applicable risk retention laws, rules, regulations, guidelines, technical standards or guidance of any Governmental Authority (the activities described in clause (x) or clause (y) being “CLO Business”) and (ii) any Subsidiary of a Subsidiary described in the preceding clause (i); provided that, no Subsidiary designated as a Non-CLO Subsidiary in a list of Designated Non-CLO Subsidiaries (the initial such list being on Attachment A hereto), as such list is updated by the Obligors in their discretion from time to time to add or remove Subsidiaries upon written notice to the holders, shall be considered a “CLO Subsidiary”; provided, further, that (A) a Person that would otherwise meet the definition of CLO Subsidiary may only be designated as a Non-CLO Subsidiary if it has material business other than CLO Business as determined at the time of designation, (B) CLO Subsidiaries that have material business other than CLO Business shall not account for more than 10% of the assets and 10% of the revenues of the Obligors and their consolidated subsidiaries determined in accordance with GAAP as of and for the fiscal year most recently ended, (C) no designation of a CLO Subsidiary as a Non-CLO Subsidiary, and no redesignation of a Non-CLO Subsidiary as a CLO Subsidiary, shall be made if a Default or Event of Default is then existing or would occur therefrom and (D) a CLO Subsidiary may only be designated a Non-CLO Subsidiary and a designated Non-CLO Subsidiary may only be then redesignated a CLO Subsidiary once every three years; provided, further, that notwithstanding clause (D), the Obligors may designate a CLO Subsidiary a Non-CLO Subsidiary at any time if required to comply with clause (B). For purposes of clauses (A) and (B), a business other than CLO Business will be deemed “material” if the assets and revenues therefrom account for more than 10% of the total assets and 10% of the revenues of the applicable CLO Subsidiary or if the management fees therefrom exceed 10% of the management fees of the applicable CLO Subsidiary, in each case as determined according to GAAP based on the applicable CLO Subsidiary’s financial statements for the fiscal year most recently ended. For the avoidance of doubt, the assets and obligations of any CLO Subsidiary will not be deemed to include the assets and obligations of any CLO such CLO Subsidiary may manage, except to the extent of any ownership of securities or obligations issued by, or other interests in, such CLO held by the CLO Subsidiary.

“**Combined EBITDA**” means, for any period, Combined Net Income for such period plus, (a) without duplication and to the extent reflected as a charge in the statement of such Combined Net Income for such period, the sum of (i) income tax expense, (ii) Combined Interest Expense, (iii) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Notes), (iv) depreciation and amortization expense, (v) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (vi) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (vii) any non-cash charges, including non-cash charges resulting from the vesting or issuance of equity to employees, principals or others, and minus, (b) without duplication and to the extent included as income or gain in the statement of such Combined Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, non-cash gains on the sales of assets outside of the ordinary course of business) and (ii) any other non-cash income, all as determined on a combined basis, and plus or minus, as appropriate, (c) without duplication of the items set

forth in clauses (a) and (b) above, the adjustments equivalent to those that OCG made to arrive at its “Adjusted Net Income” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors, and (d) without duplication of the items set forth in clauses (a), (b) and (c) above, the adjustments replacing investment income (loss) with receipts of investment income from funds and companies equivalent to those that OCG made to arrive at its “Distributable Earnings” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors; provided that the contribution to Combined EBITDA of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

For the purposes of calculating Combined EBITDA for any period of four consecutive fiscal quarters (each, a “**Reference Period**”) pursuant to any determination of the Combined Leverage Ratio, (i) if at any time during such Reference Period the Obligors or any subsidiary shall have made any Material Disposition, the Combined EBITDA for such Reference Period shall be reduced by an amount equal to the Combined EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Combined EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Obligors or any subsidiary shall have made a Material Acquisition, Combined EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period; provided that, with respect to any such Material Disposition or Material Acquisition, Combined EBITDA shall be adjusted to take into account compensation expense, occupancy costs, rental expenses and other reasonably identifiable and supportable cost and expense items that will be eliminated as a result of consummating such Material Disposition or Material Acquisition (“**Disposition/Acquisition Addbacks**”); provided further that (x) calculations of Disposition/Acquisition Addbacks shall be made in good faith by a Senior Financial Officer and (y) Disposition/Acquisition Addbacks shall not exceed 10% of Combined EBITDA for any Reference Period. As used in this definition, “**Material Acquisition**” means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising in excess of 51% of an operating unit of a business or constitutes in excess of 51% of the common stock of a Person and (b) involves the payment of consideration by the Obligors and their respective subsidiaries in excess of \$250,000,000; and “**Material Disposition**” means any disposition of property or series of related dispositions of property that yields gross proceeds to one or more of the Obligors and their respective subsidiaries in excess of \$250,000,000.

“**Combined Interest Expense**” means, for any period, the aggregate interest expense (including interest expense attributable to Capital Lease Obligations) of the Obligors and their respective subsidiaries for such period in accordance with GAAP (without any deduction for any interest income of the Obligors and their respective subsidiaries), excluding any Excluded Interest Expense.

“**Combined Net Income**” means, for any period, the combined net income (or loss) of the Obligors and their respective consolidated subsidiaries, determined in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a subsidiary of any Obligor or is merged into or consolidated with any Obligor or any subsidiary, (b)

the income (or deficit) of any CLO Subsidiary of any of the Obligor, except to the extent that any such income is actually received by such Obligor or such subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any subsidiary of the Obligor to the extent that the declaration or payment of dividends or similar distributions by such subsidiary is not at the time permitted by the terms of any Contractual Obligation, Organizational Document or Requirement of Law applicable to such subsidiary. For the avoidance of doubt, Combined Net Income is prior to the allocation of income with respect to preferred equity interests of the Obligor.

“Combined Total Debt” means, at any date, the difference between (1) the combined principal amount of all Indebtedness of the type described in clauses (a), (b), (c), (f) (to the extent the underlying Indebtedness is of the types otherwise enumerated in this definition of Combined Total Debt), (g) (to the extent the underlying Indebtedness is of the types otherwise enumerated in this definition of Combined Total Debt), (h), (i) and (j) (to the extent of drawings thereunder) thereof of the Obligor and their respective consolidated subsidiaries at such date, determined in accordance with GAAP; provided that Combined Total Debt shall exclude (x) Non-Recourse CLO Subsidiary Indebtedness and (y) Indebtedness among the Obligor, the Subsidiaries of any Obligor or any of them, minus (2) Cash and Cash Equivalents that are not subject to any Liens (other than bankers’ Liens and rights of setoff and inchoate Liens) at such date; provided, further, that the contribution to Combined Total Debt of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligor’s aggregate direct or indirect economic interests in such subsidiary.

“Consolidated Total Assets” means, at any date, the total assets which would, in conformity with GAAP, be included on a consolidated balance sheet of the Obligor and their Subsidiaries, after eliminating all amounts properly attributable to non-controlling interests, if any, in the stock and surplus of Subsidiaries.

“Controlled Entity” means OCG and AOH and each of their respective subsidiaries other than (i) any investment fund or CLO or any subsidiary thereof or (ii) an entity held by OCG, AOH or any of their respective subsidiaries that holds investments that it or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Fund Credit Arrangements” means any subscription loan from lenders not affiliated with an Obligor, the main purpose of which is to borrow against the uncalled capital commitments of limited partners or similar investors in investment funds.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America, except any requirement for the consolidation of investment funds or CLOs advised or managed by any of the Obligor, their Subsidiaries, AIFM and any member of 17Capital Group and other entities that may be required by FASB ASC 810-20 or similar and subsequent authoritative accounting pronouncements. For purposes of clarification, the term “investment funds” hereunder includes entities held by an Obligor (or any of its subsidiaries) that hold investments that an Obligor, a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or CLO,

including entities formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Indebtedness” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money or payment obligations of such Person with respect to deposits or advances of any kind, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, representing an extension of credit to such Person, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person for the deferred purchase price of property or services (excluding accounts payable and accrued expenses incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien (excluding, for the avoidance of doubt, Liens permitted pursuant to Section 10.5(f)) on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but only to the extent of the fair market value of the assets subject to such Lien, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of reimbursement for draws under letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) net liabilities of such Person under Hedging Agreements. The Indebtedness of any Person shall include the Indebtedness of any general partnership and any other entity under which the equity owners of such entity do not have limited liability, in each case, to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent (x) the terms of such Indebtedness provide that such Person is not liable therefor or (y) such Person (i) is a subsidiary of an Obligor that serves as the general partner (or equivalent) of one or more investment funds or CLOs or their respective subsidiaries managed by any of the Obligors or any of their subsidiaries or Affiliates and (ii) does not engage in any business other than to act as the general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries and does not own any assets other than the ownership interest in such investment funds or CLOs or their respective subsidiaries and any assets related solely to such Person’s role as general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries.

“Material Credit Facility” means, as to the Obligors and their Subsidiaries,

(a) the Principal Credit Facility;

(b) the Existing Note Agreements; and

(c) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the date of Closing by any Obligor or any Subsidiary (other than any CLO Subsidiary), or in respect of which any Obligor or any Subsidiary (other than any CLO Subsidiary) is an obligor or otherwise provides a guaranty or other credit support (“Credit Facility”), in a principal amount outstanding or available for borrowing equal to or greater than \$250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency); provided that solely for the purposes of

Section 9.7, the foregoing shall exclude any agreements with respect to a Lien permitted under Sections 10.5(d), 10.5(e) and 10.5(f); provided further that the foregoing shall exclude indebtedness among the Obligor, the Wholly-Owned Subsidiaries or any of them. For the avoidance of doubt, a Credit Facility of any Person that is not an Obligor or a Subsidiary shall not constitute a Material Credit Facility.

“Oaktree Capital II” means Oaktree Capital II, L.P., a Delaware series limited partnership, including each series thereof, together with any successor thereto and any additional series created in the future that becomes a party hereto pursuant to Section 10.2.

“Obligor” means each of the Company, the Initial Affiliate Guarantors, Oaktree Cayman and any other Affiliate that becomes a guarantor pursuant to Section 9.7. The term “Obligors” means all such Persons collectively.

“Officer’s Certificate” means a certificate of a Senior Financial Officer, director or of any other officer of an Obligor (or its general partner) whose responsibilities extend to the subject matter of such certificate.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, exempted company, exempted limited partnership, business entity or Governmental Authority.

“Responsible Officer” means any Senior Financial Officer, director and any other officer of an Obligor (or its general partner) with responsibility for the administration of the relevant portion of this Agreement.

“Senior Financial Officer” means the chief financial officer, principal accounting officer, treasurer or comptroller of an Obligor (or its general partner).

“Subsidiary” means any subsidiary of the Obligor other than any investment fund or CLO or any subsidiary thereof. For purposes of clarification, the term “Subsidiary” hereunder shall not include an entity held by an Obligor (or any of its subsidiaries) that holds investments that an Obligor or a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy. For the avoidance of doubt, “Subsidiary” shall include a CLO Subsidiary. Notwithstanding the foregoing, (x) neither AIFM nor any member of 17Capital Group that would otherwise be a “Subsidiary” shall be a “Subsidiary” unless and until the date on which such Person is required to be consolidated with the Obligor in accordance with GAAP (the **“Consolidation Date”**); provided that in the case of a member of 17Capital Group that would otherwise be a “Subsidiary”, if the Obligor has delivered a 17C Certificate (as defined below) on or before the 15th Business Day following the Consolidation Date to each holder of a Note (other than a Competitor) that is an Institutional Investor, such member shall not be a “Subsidiary” for purposes of Section 9.7 (Affiliate Guarantors) and Section 10.5 (Liens) (the **“Permitted Covenants”**) until the date that is the six month anniversary of the Consolidation Date with respect to such member.

“Wholly-Owned Subsidiary or Wholly Owned Subsidiary” means, at any time, any Subsidiary all of the equity interests (except (x) directors’ qualifying shares and (y) equity interests issued to current or former officers, employees or

consultants, their respective family members, ex-spouses, family investment vehicles, trusts and estate-planning arrangements, other equity holders who received interests in connection with the provision of services directly or indirectly to the Obligors, their Subsidiaries or investment funds or CLOs and beneficiaries or assignees of any of the foregoing) and voting interests of which are owned by any one or more of the Obligors and the Obligors' other Wholly-Owned Subsidiaries at such time.

§3.8 Attachment A

(a) Attachment A to this Amendment shall be added as Attachment A to the Note Purchase Agreement.

SECTION 4. MISCELLANEOUS

§4.1 Conditions to Effectiveness. The effectiveness of this Amendment is expressly subject to the following conditions:

(a) the representations and warranties made by the Obligors under Section 1 of this Amendment shall be true and correct;

(b) executed counterparts of this Amendment, duly executed by the Obligors and Holders constituting Required Holders shall have been delivered to the Holders;

(c) receipt by each Holder of (i) a certificate of the Secretary or Assistant Secretary of each Obligor, dated the date hereof, certifying as to (A) the resolutions attached thereto and the corporate proceedings relating to the authorization, execution and delivery of this Amendment and the performance of its obligations hereunder and (B) the Obligors' organization documents currently in effect, and (ii) (A) in the case of the Obligors other than Oaktree Cayman, a recent "good standing certificate" from the Secretary of State of the State of Delaware (which certificate shall indicate that the Obligor is in good standing and has legal existence in the State of Delaware) and (B) in the case of Oaktree Cayman, a certificate of good standing issued by the Registrar of Exempted Limited Partnerships in the Cayman Islands;

(d) the Company shall have paid, or reimbursed the Holders for, the reasonable fees, charges and disbursements of special counsel to the Holders; *provided* that the Company shall not be liable for the attorneys' fees, costs and disbursements of more than one firm of special counsel (which firm shall be the firm retained to represent all holders of Notes collectively);

(e) receipt by each Holder of opinions from Munger Tolles & Olson, LLP, special counsel for the Obligors, and Walkers (Cayman) LLP, special Cayman Islands counsel for Oaktree Cayman, in each case covering the matters incident to the transactions contemplated hereby as the Required Holders or their counsel may reasonably request; and

(f) The Obligors shall have provided to the Holders evidence that the Company has entered into (or is concurrently entering into) a substantially identical (in relation to terms) amendment of the Note and Guaranty Agreement for each other series of outstanding senior notes of any Obligor.

§4.2 Instrument Pursuant to Note Purchase Agreement. This Amendment is executed pursuant to Section 18 of the Note Purchase Agreement and shall be construed, administered, and applied in accordance with all of the terms and provisions of the Note Purchase Agreement. Except as expressly set forth herein, all of the representations, warranties, terms, covenants and conditions of the Note Purchase Agreement shall remain unamended and in full force and effect. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) constitute an amendment or a waiver of, or consent to any departure from, any provision of the Note Purchase Agreement, (ii) operate as a waiver of any right, power or remedy of any holder of any Note, or (iii) constitute a waiver of any Default or Event of Default or any other documents, instruments and agreements executed and/or delivered in connection therewith.

§4.3 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

§4.4 Counterparts; Electronic Contracting. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies thereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Amendment. Delivery of an electronic signature to, or a manually signed copy of, this Amendment by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures to this Amendment within thirty days of the date hereof, each Obligor hereby agrees to provide such counterpart signatures as soon as reasonably practicable, but in any event within thirty days of such request or such longer period as the requesting holder and the Obligors may agree.

§4.5 Governing Law. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first set forth above.

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL I, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL II, L.P. (including each series thereof)

By: OAKTREE CAPITAL II GP LLC (acting as general partner of Oaktree Capital II, L.P. generally and as general partner of each series thereof)

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL MANAGEMENT (CAYMAN), L.P.

By: Oaktree Holdings, Ltd., its general partner

By: Oaktree Capital Group, LLC, director

By: /s/ Jay Wintrob

Name: Jay Wintrob

Title: Chief Executive Officer

By: /s/ Daniel Levin

Name: Daniel Levin

Title: Chief Financial Officer

Name of Holder:

Teachers Insurance and Annuity Association of America, a New York domiciled life insurance company

By: Nuveen Alternatives Advisors LLC, a Delaware limited liability company, its investment manager

By: /s/ Elena Unger

Name: Elena Unger

Title: Senior Director

Principal Amount of Notes held:

[***]

Name of Holder:

Pacific Life Insurance Company

By: /s/ Cathy L. Schwartz

Name: Cathy L. Schwartz

Title: Assistant Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Allianz Life Insurance Company of North America

By: Voya Investment Management Co. LLC,
as Agent

By: /s/ Joshua A. Winchester

Name: Joshua A. Winchester

Title: Senior Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Athene Annuity and Life Company

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Capital Management, L.P., its sub adviser

By: Apollo Capital Management GP, LLC, its General Partner

By: /s/ William Kuesel

Name: William Kuesel

Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Equitable Financial Life Insurance Company

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Horizon Healthcare Services, Inc. d/b/a/ Horizon Blue Cross Blue Shield of New Jersey

By: AllianceBernstein L.P., Its Investment Advisor

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Nationwide Life and Annuity Insurance Company

By: /s/ Mary Beth Cadle

Name: Mary Beth Cadle

Title: Authorized Signatory

Nationwide Defined Benefit Master Trust

By: Nationwide Asset Management, LLC
Its Investment Advisor

By: /s/ Mary Beth Cadle

Name: Mary Beth Cadle

Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

First Symetra National Life Insurance Company of New York

By: Symetra Investment Management Company, as agent

By: /s/ Yvonne Guajardo

Name: Yvonne Guajardo

Title: Senior Managing Director

SIM Umbrella Unit Trust A – Series Trust: Private Placement Trust 1

By: Symetra Investment Management Company, as agent

By: /s/ Yvonne Guajardo

Name: Yvonne Guajardo

Title: Senior Managing Director

Symetra Life Insurance Company

By: Symetra Investment Management Company, as agent

By: /s/ Yvonne Guajardo

Name: Yvonne Guajardo

Title: Senior Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Continental Casualty Company

By: /s/ Anthony Pelafas

Name: Anthony Pelafas

Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Principal Life Insurance Company

By: Principal Global Investors, LLC
a Delaware limited liability company,
its authorized signatory

By: /s/ Charles Schneider

Name: Charles Schneider

Title: Counsel

By: /s/ Karl Goodman

Name: Karl Goodman

Title: Counsel

Principal Amount of Notes held:

[***]

Name of Holder:

Catholic Financial Life
Catholic United Financial
Dearborn Life Insurance Company
GBU Financial Life
Guarantee Trust Life Insurance Company
Lincoln Heritage Life Insurance Company
Minnesota Life Insurance Company
New Era Life Insurance Company
ProAssurance Casualty Company

By: Securian Asset Management, Inc.

By: /s/ P. Jason Thibodeaux
Name: P. Jason Thibodeaux
Title: Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Life Insurance Company of the Southwest

By: /s/ Jason Doiron

Name: Jason Doiron

Title: EVP, Chief Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

CMFG Life Insurance Company

By: MEMBERS Capital Advisors, Inc.
acting as Investment Advisor

By: /s/ Stan J. Van Aartsen

Name: Stan J. Van Aartsen

Title: Managing Director, Investments

American Memorial Life Insurance Company

By: MEMBERS Capital Advisors, Inc.
acting as Investment Advisor

By: /s/ Stan J. Van Aartsen

Name: Stan J. Van Aartsen

Title: Managing Director, Investments

Principal Amount of Notes held:

[***]

Name of Holder:

The Ohio National Life Insurance Company

By: /s/ Gary Rodmaker

Name: Gary Rodmaker

Title: Senior Vice President

Ohio National Life Assurance Corporation

By: /s/ Gary Rodmaker

Name: Gary Rodmaker

Title: Senior Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

Southern Farm Bureau Life Insurance Company

By: /s/ Bradley Blakney

Name: Bradley Blakney

Title: Senior Portfolio Manager

Principal Amount of Notes held:

[***]

Name of Holder:

Standard Insurance Company

By: /s/ Chris Beaulieu

Name: Chris Beaulieu

Title: VP, Chief Investment Officer

Principal Amount of Notes held:

[***]

Attachment A

Designated Non-CLO Subsidiaries

Oaktree Capital Management (UK) LLP

Schedule 2.7

Limited Partners of Oaktree Cayman

<u>OBLIGOR</u>	<u>LIMITED PARTNERS AND PERCENTAGE EQUITY INTERESTS</u>
Oaktree Capital Management (Cayman), L.P.	Oaktree Holdings Ltd. – 67.96% Oaktree Capital Group Holdings, L.P. – 31.80% Oaktree Equity Plan, L.P.- 0.24%

CERTAIN IDENTIFIED INFORMATION MARKED BY [*] HAS BEEN OMITTED FROM THIS EXHIBIT PURSUANT TO ITEM 601(A)(5) OF REGULATION S-K**

AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT

This **AMENDMENT AND JOINDER TO NOTE PURCHASE AGREEMENT** (“Amendment”) is entered into as of April 7, 2023 by and among (i) Oaktree Capital I, L.P., a Delaware limited partnership (the “Company”); (ii) Oaktree Capital Management, L.P., a Delaware limited partnership (“OCM”); (iii) Oaktree Capital II, L.P., a Delaware series limited partnership (including each series thereof, “Oaktree Capital II”); (iv) Oaktree AIF Investments, L.P., a Delaware limited partnership (“Oaktree AIF”); (v) Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company (“Oaktree Cayman”, and collectively with the Company, OCM, Oaktree Capital II and Oaktree AIF, the “Obligors”); and (vi) the undersigned holders (the “Holders”) of the Notes (as hereinafter defined) party hereto. Unless otherwise defined or amended herein, capitalized terms used in this Amendment shall have the meanings assigned to them in the Note Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Company and the Holders have agreed to amend certain provisions of that certain note and guaranty agreement (the “Note Purchase Agreement”), dated as of March 30, 2022 among the Obligors and the purchasers listed on Schedule B thereto relating to the issuance and sale of the Company’s 2.20% Senior Notes, Series A, due June 8, 2032, 2.40% Senior Notes, Series B, due June 8, 2034, and 2.58% Senior Notes, Series C, due June 8, 2037 (collectively, the “Notes”), and as otherwise amended and in effect from time to time, on the terms and conditions expressly set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

SECTION 1. JOINDER

Oaktree Cayman hereby (x) becomes an Obligor and an Affiliate Guarantor under the Note Purchase Agreement with the same force and effect as if originally named therein as an Obligor and an Affiliate Guarantor; and (y) agrees to all the terms and provisions of the Note Purchase Agreement applicable to it as an Obligor and an Affiliate Guarantor thereunder.

SECTION 2. REPRESENTATIONS AND WARRANTIES

The Obligors, jointly and severally, represent and warrant to each Holder that (for purposes of this Section 2, capitalized terms shall have the meanings assigned to such terms in the Note Purchase Agreement as amended by this Amendment):

§2.1 Organization, Power and Authority.

Each Obligor is a limited partnership (or an exempted limited partnership, as the case may be) duly organized, formed or registered, validly existing and in good standing under the laws of its jurisdiction of organization or registration, and is duly qualified as a foreign limited partnership and in good standing in each jurisdiction in which such

qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each Obligor has the limited partnership power and authority to own or hold under lease the properties it purports to own or hold under lease, to transact its business it transacts and proposes to transact, to execute and deliver this Amendment and to perform the provisions hereof and of the Note Purchase Agreement as amended by this Amendment.

§2.2 Authorization, etc.

This Amendment has been duly authorized by all necessary limited partnership action on the part of each Obligor, and this Amendment constitutes a legal, valid and binding obligation of each Obligor, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§2.3 Compliance with Laws, Other Instruments, etc.

The execution, delivery and performance by each Obligor of this Amendment will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Obligor or any Subsidiary under, (A) any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, shareholders agreement or any other Material agreement or instrument to which any Obligor or any Subsidiary is bound or by which any Obligor or any Subsidiary or any of their respective properties may be bound or affected other than contraventions, breaches or defaults which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect or (B) the corporate charter or by-laws of any Obligor or any Subsidiary, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority applicable to any Obligor or any Subsidiary or (iii) violate any provision or other statute or other rule or regulation of any Governmental Authority applicable to any Obligor or any Subsidiary other than violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

§2.4 Consent, etc.

No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by any Obligor of this Amendment.

§2.5 Absence of Defaults.

Immediately prior to the execution, delivery and performance of this Amendment, and after giving effect thereto, no Default or Event of Default will exist.

§2.6 Organization and Ownership of Shares of Subsidiaries of Oaktree Cayman.

(a) All of the outstanding Capital Stock or similar equity interests of each Subsidiary of Oaktree Cayman have been validly issued, are fully paid and non-assessable and the Capital Stock or equity interests owned by Oaktree Cayman or its

Subsidiaries in each Subsidiary of Oaktree Cayman are free and clear of any Lien that is prohibited by the Note Purchase Agreement as amended by this Amendment.

(b) Each Subsidiary of Oaktree Cayman is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other entity power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

§2.7 Limited Partners of Oaktree Cayman.

Schedule 2.7 lists all of the limited partners of Oaktree Cayman together with their respective percentage equity interests in Oaktree Cayman as of the date hereof.

SECTION 3. AMENDMENT

The Note Purchase Agreement is hereby amended as of the date this Amendment becomes effective pursuant to Section 4.1 hereof in the following respects:

§3.1 Financial and Business Information.

Sections 7.1(a) and 7.1(b) of the Note Purchase Agreement are hereby amended and restated in their entirety as follows:

(a) *Quarterly Statements* — within sixty (60) days after the end of each quarterly fiscal period in each fiscal year of the Obligors (other than the last quarterly fiscal period of each such fiscal year),

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such quarter, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries, for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter,

setting forth in each case in comparative form the figures for the corresponding periods in the previous fiscal year, all in reasonable detail, prepared in accordance with GAAP applicable to quarterly financial statements generally, and certified by a Senior Financial Officer as fairly presenting, in all material respects, the financial position of the companies being reported on and their results of operations and cash flows, subject to changes resulting from year-end adjustments;

(b) *Annual Statements* — within ninety (90) days after the end of each fiscal year of the Obligors,

(i) a combined consolidated statement of financial condition of the Obligors and their consolidated subsidiaries as at the end of such year, and

(ii) combined consolidated statements of operations, changes in unitholders' capital and cash flows of the Obligors and their consolidated subsidiaries for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, prepared both in accordance with (x) generally accepted accounting principles in the United States of America and (y) GAAP, and accompanied by an opinion thereon (without a "going concern" or similar qualification or exception and without any qualification or exception as to the scope of the audit on which such opinion is based) of independent public accountants of recognized national standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with generally accepted accounting principles in the United States of America or GAAP, as applicable, and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances;

§3.2 Officer's Certificate; Covenant Compliance.

Section 7.2(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) Covenant Compliance — setting forth the information from such financial statements that is required in order to establish whether the Obligors were in compliance with the requirements of Section 10 during the quarterly or annual period covered by the statements then being furnished, (including with respect to each such provision that involves mathematical calculations, the information from such financial statements that is required to perform such calculations) and detailed calculations of the maximum or minimum amount, ratio or percentage, as the case may be, permissible under the terms of such Section, and the calculation of the amount, ratio or percentage then in existence. In the event that there has been an election to measure any financial liability using fair value (which election is being disregarded for purposes of determining compliance with this Agreement pursuant to Section 23.2) as to the period covered by any such financial statement, such Senior Financial Officer's certificate as to such period shall include a reconciliation from GAAP with respect to such election; and

§3.3 Liens

Section 10.5(f) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(f) in the case of any Obligor or any Subsidiary that serves as the direct or indirect general partner, manager, managing member or similar controlling entity of an investment fund, any Lien on such Obligor or such Subsidiary's interests and rights as such controlling entity of such fund or any special purpose vehicle owned by such fund; provided that, except with respect to Fund Credit Arrangements, such Lien shall not extend to such Obligor's or Subsidiary's, as the case may be, right to receive distributions or any incentive allocation from such fund;

§3.4 Combined Leverage Ratio

Section 10.7(a) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(a) *Combined Leverage Ratio*. The Obligors will not permit the Combined Leverage Ratio as of the last day of any period of four consecutive fiscal quarters of the Obligors to be greater than 4.00 to 1.00; provided, that Oaktree Cayman will not be considered an Obligor for purposes of the calculation of the Combined Leverage Ratio until March 31, 2023.

§3.5 Solicitation of Holders of Notes; Consent in Contemplation of Transfer

Section 18.2(c) of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

(c) *Consent in Contemplation of Transfer*. Any consent given pursuant to this Section 18 by a holder of a Note that has transferred or has agreed to transfer its Note to the Company, any subsidiary of the Obligors or any Affiliate of the Company in connection with such consent shall be void and of no force or effect except solely as to such holder, and any amendments effected or waivers granted or to be effected or granted that would not have been or would not be so effected or granted but for such consent (and the consents of all other holders of Notes that were acquired under the same or similar conditions) shall be void and of no force or effect except solely as to such holder.

§3.6 Construction

Section 23.4 of the Note Purchase Agreement is hereby amended and restated in its entirety as follows:

Section 23.4. *Construction, etc.* Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person. References to any Cayman Islands exempted limited partnership taking any action, having or exercising any power or authority or owning, holding or dealing with any asset are to such exempted limited partnership acting through its general partner (or, if applicable, such general partner's ultimate general partner).

§3.7 Defined Terms

(a) The following defined terms shall be added to the Note Purchase Agreement:

“**17C Certificate**” means an Officer's Certificate setting forth the Consolidation Date and the date that is the six month anniversary thereof; and including (i) a representation and warranty that the delivery of such Officer's Certificate is in compliance with the requirements of this Agreement, and (ii) an acknowledgement that the failure by members of 17Capital Group that would

otherwise be considered “Subsidiaries” as of the Consolidation Date to comply with the Permitted Covenants as of such six month anniversary date will constitute an immediate Event of Default pursuant to Section 11(c) or 11(d) of this Agreement, as applicable, without regard to any requirement of lapse of time or notice.

“**17Capital**” means 17Capital NewCo Limited, an English private limited company.

“**17Capital Fund**” means any managed account, investment fund or other investment vehicle organized, sponsored or managed by 17Capital or its subsidiaries.

“**17Capital Group**” means 17Capital, its subsidiaries and Controlled affiliates and any other Persons through which its private equity finance business is operated (in each case without regard to whether such Persons are owned or Controlled by 17Capital and including, for the avoidance of doubt, the general partners of 17Capital Funds and Persons through which carried interests are received from, or sponsor commitments are made to, 17Capital Funds).

“**AIFM**” means LFE European Asset Management S.à r.l and its subsidiaries, if any.

“**Oaktree Cayman**” means Oaktree Capital Management (Cayman), L.P., a Cayman Islands exempted limited partnership acting through its general partner, Oaktree Holdings, Ltd., a Cayman Islands exempted company, together with any successor thereto that becomes a party hereto pursuant to Section 10.2.

“**Retention Financing Arrangements**” means financing arrangements entered into by an Obligor or a Subsidiary (including, without limitation, among any of the Obligors and the Subsidiaries), whether by way of borrowed monies or title transfer collateral arrangements, in connection with an investment in notes or the provision of a loan, in each case, for the purposes of satisfying any risk retention requirements applicable thereto.

(b) The following defined terms shall be amended and restated in their entirety, as follows:

“**Affiliate Guarantor**” means each Initial Affiliate Guarantor, Oaktree Cayman and each other Affiliate that has executed and delivered a Joinder Agreement pursuant to Section 9.7 (which shall include any successor thereto that shall have become such in the manner prescribed in Section 10.2).

“**Cash and Cash Equivalents**” means, as at the last day of any period, the unrestricted cash, cash-equivalents, U.S. Treasury securities, time deposit securities and commercial paper, in each case to the extent included in “cash and cash-equivalents” and “U.S. Treasury and other securities” as set forth on the combined consolidated balance sheet of the Obligors and their respective consolidated subsidiaries as of such day, determined in accordance with GAAP.

“**CLO Subsidiary**” means, at any time, (i) any Subsidiary that (x) manages or has been established to manage one or more CLOs or (y) is an Affiliate of a Subsidiary described in clause (x) that purchases or otherwise acquires and/or retains securities, obligations or other interests in such CLO for the purpose of,

among other things, satisfying (including on a prospective basis) any applicable risk retention laws, rules, regulations, guidelines, technical standards or guidance of any Governmental Authority (the activities described in clause (x) or clause (y) being “CLO Business”) and (ii) any Subsidiary of a Subsidiary described in the preceding clause (i); provided that, no Subsidiary designated as a Non-CLO Subsidiary in a list of Designated Non-CLO Subsidiaries (the initial such list being on Attachment A hereto), as such list is updated by the Obligors in their discretion from time to time to add or remove Subsidiaries upon written notice to the holders, shall be considered a “CLO Subsidiary”; provided, further, that (A) a Person that would otherwise meet the definition of CLO Subsidiary may only be designated as a Non-CLO Subsidiary if it has material business other than CLO Business as determined at the time of designation, (B) CLO Subsidiaries that have material business other than CLO Business shall not account for more than 10% of the assets and 10% of the revenues of the Obligors and their consolidated subsidiaries determined in accordance with GAAP as of and for the fiscal year most recently ended, (C) no designation of a CLO Subsidiary as a Non-CLO Subsidiary, and no redesignation of a Non-CLO Subsidiary as a CLO Subsidiary, shall be made if a Default or Event of Default is then existing or would occur therefrom and (D) a CLO Subsidiary may only be designated a Non-CLO Subsidiary and a designated Non-CLO Subsidiary may only be then redesignated a CLO Subsidiary once every three years; provided, further, that notwithstanding clause (D), the Obligors may designate a CLO Subsidiary a Non-CLO Subsidiary at any time if required to comply with clause (B). For purposes of clauses (A) and (B), a business other than CLO Business will be deemed “material” if the assets and revenues therefrom account for more than 10% of the total assets and 10% of the revenues of the applicable CLO Subsidiary or if the management fees therefrom exceed 10% of the management fees of the applicable CLO Subsidiary, in each case as determined according to GAAP based on the applicable CLO Subsidiary’s financial statements for the fiscal year most recently ended. For the avoidance of doubt, the assets and obligations of any CLO Subsidiary will not be deemed to include the assets and obligations of any CLO such CLO Subsidiary may manage, except to the extent of any ownership of securities or obligations issued by, or other interests in, such CLO held by the CLO Subsidiary.

“**Combined EBITDA**” means, for any period, Combined Net Income for such period plus, (a) without duplication and to the extent reflected as a charge in the statement of such Combined Net Income for such period, the sum of (i) income tax expense, (ii) Combined Interest Expense, (iii) amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Notes), (iv) depreciation and amortization expense, (v) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (vi) any extraordinary, unusual or non-recurring expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, losses on sales of assets outside of the ordinary course of business) and (vii) any non-cash charges, including non-cash charges resulting from the vesting or issuance of equity to employees, principals or others, and minus, (b) without duplication and to the extent included as income or gain in the statement of such Combined Net Income for such period, the sum of (i) any extraordinary, unusual or non-recurring non-cash income or gains (including, whether or not otherwise includable as a separate item in the statement of such Combined Net Income for such period, non-cash gains on the sales of assets outside of the ordinary course of business) and (ii) any other non-cash income, all as determined on a combined basis, and plus or minus, as appropriate, (c) without duplication of the items set

forth in clauses (a) and (b) above, the adjustments equivalent to those that OCG made to arrive at its “Adjusted Net Income” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors, and (d) without duplication of the items set forth in clauses (a), (b) and (c) above, the adjustments replacing investment income (loss) with receipts of investment income from funds and companies equivalent to those that OCG made to arrive at its “Distributable Earnings” in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (as filed with the SEC), to the extent relevant to the Obligors; provided that the contribution to Combined EBITDA of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligors’ aggregate direct or indirect economic interests in such subsidiary.

For the purposes of calculating Combined EBITDA for any period of four consecutive fiscal quarters (each, a “**Reference Period**”) pursuant to any determination of the Combined Leverage Ratio, (i) if at any time during such Reference Period the Obligors or any subsidiary shall have made any Material Disposition, the Combined EBITDA for such Reference Period shall be reduced by an amount equal to the Combined EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Combined EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period the Obligors or any subsidiary shall have made a Material Acquisition, Combined EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period; provided that, with respect to any such Material Disposition or Material Acquisition, Combined EBITDA shall be adjusted to take into account compensation expense, occupancy costs, rental expenses and other reasonably identifiable and supportable cost and expense items that will be eliminated as a result of consummating such Material Disposition or Material Acquisition (“**Disposition/Acquisition Addbacks**”); provided further that (x) calculations of Disposition/Acquisition Addbacks shall be made in good faith by a Senior Financial Officer and (y) Disposition/Acquisition Addbacks shall not exceed 10% of Combined EBITDA for any Reference Period. As used in this definition, “**Material Acquisition**” means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising in excess of 51% of an operating unit of a business or constitutes in excess of 51% of the common stock of a Person and (b) involves the payment of consideration by the Obligors and their respective subsidiaries in excess of \$250,000,000; and “**Material Disposition**” means any disposition of property or series of related dispositions of property that yields gross proceeds to one or more of the Obligors and their respective subsidiaries in excess of \$250,000,000.

“**Combined Interest Expense**” means, for any period, the aggregate interest expense (including interest expense attributable to Capital Lease Obligations) of the Obligors and their respective subsidiaries for such period in accordance with GAAP (without any deduction for any interest income of the Obligors and their respective subsidiaries), excluding any Excluded Interest Expense.

“**Combined Net Income**” means, for any period, the combined net income (or loss) of the Obligors and their respective consolidated subsidiaries, determined in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a subsidiary of any Obligor or is merged into or consolidated with any Obligor or any subsidiary, (b)

the income (or deficit) of any CLO Subsidiary of any of the Obligor, except to the extent that any such income is actually received by such Obligor or such subsidiary in the form of dividends or similar distributions and (c) the undistributed earnings of any subsidiary of the Obligor to the extent that the declaration or payment of dividends or similar distributions by such subsidiary is not at the time permitted by the terms of any Contractual Obligation, Organizational Document or Requirement of Law applicable to such subsidiary. For the avoidance of doubt, Combined Net Income is prior to the allocation of income with respect to preferred equity interests of the Obligor.

“Combined Total Debt” means, at any date, the difference between (1) the combined principal amount of all Indebtedness of the type described in clauses (a), (b), (c), (f) (to the extent the underlying Indebtedness is of the types otherwise enumerated in this definition of Combined Total Debt), (g) (to the extent the underlying Indebtedness is of the types otherwise enumerated in this definition of Combined Total Debt), (h), (i) and (j) (to the extent of drawings thereunder) thereof of the Obligor and their respective consolidated subsidiaries at such date, determined in accordance with GAAP; provided that Combined Total Debt shall exclude (x) Non-Recourse CLO Subsidiary Indebtedness and (y) Indebtedness among the Obligor, the Subsidiaries of any Obligor or any of them, minus (2) Cash and Cash Equivalents that are not subject to any Liens (other than bankers’ Liens and rights of setoff and inchoate Liens) at such date; provided, further, that the contribution to Combined Total Debt of a subsidiary that is not a wholly owned subsidiary shall be calculated in proportion to the Obligor’s aggregate direct or indirect economic interests in such subsidiary.

“Consolidated Total Assets” means, at any date, the total assets which would, in conformity with GAAP, be included on a consolidated balance sheet of the Obligor and their Subsidiaries, after eliminating all amounts properly attributable to non-controlling interests, if any, in the stock and surplus of Subsidiaries.

“Controlled Entity” means OCG and AOH and each of their respective subsidiaries other than (i) any investment fund or CLO or any subsidiary thereof or (ii) an entity held by OCG, AOH or any of their respective subsidiaries that holds investments that it or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Fund Credit Arrangements” means any subscription loan from lenders not affiliated with an Obligor, the main purpose of which is to borrow against the uncalled capital commitments of limited partners or similar investors in investment funds.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States of America, except any requirement for the consolidation of investment funds or CLOs advised or managed by any of the Obligor, their Subsidiaries, AIFM and any member of 17Capital Group and other entities that may be required by FASB ASC 810-20 or similar and subsequent authoritative accounting pronouncements. For purposes of clarification, the term “investment funds” hereunder includes entities held by an Obligor (or any of its subsidiaries) that hold investments that an Obligor, a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or CLO,

including entities formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy.

“Indebtedness” of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money or payment obligations of such Person with respect to deposits or advances of any kind, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, representing an extension of credit to such Person, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person for the deferred purchase price of property or services (excluding accounts payable and accrued expenses incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien (excluding, for the avoidance of doubt, Liens permitted pursuant to Section 10.5(f)) on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, but only to the extent of the fair market value of the assets subject to such Lien, (g) all Guaranties by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of reimbursement for draws under letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances and (k) net liabilities of such Person under Hedging Agreements. The Indebtedness of any Person shall include the Indebtedness of any general partnership and any other entity under which the equity owners of such entity do not have limited liability, in each case, to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent (x) the terms of such Indebtedness provide that such Person is not liable therefor or (y) such Person (i) is a subsidiary of an Obligor that serves as the general partner (or equivalent) of one or more investment funds or CLOs or their respective subsidiaries managed by any of the Obligors or any of their subsidiaries or Affiliates and (ii) does not engage in any business other than to act as the general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries and does not own any assets other than the ownership interest in such investment funds or CLOs or their respective subsidiaries and any assets related solely to such Person’s role as general partner (or equivalent) of such investment funds or CLOs or their respective subsidiaries.

“Material Credit Facility” means, as to the Obligors and their Subsidiaries,

(a) the Principal Credit Facility;

(b) the Existing Note Agreements; and

(c) any other agreement(s) creating or evidencing indebtedness for borrowed money entered into on or after the date of Closing by any Obligor or any Subsidiary (other than any CLO Subsidiary), or in respect of which any Obligor or any Subsidiary (other than any CLO Subsidiary) is an obligor or otherwise provides a guaranty or other credit support (“Credit Facility”), in a principal amount outstanding or available for borrowing equal to or greater than \$250,000,000 (or the equivalent of such amount in the relevant currency of payment, determined as of the date of the closing of such facility based on the exchange rate of such other currency); provided that solely for the purposes of

Section 9.7, the foregoing shall exclude any agreements with respect to a Lien permitted under Sections 10.5(d), 10.5(e) and 10.5(f); provided further that the foregoing shall exclude indebtedness among the Obligor, the Wholly-Owned Subsidiaries or any of them. For the avoidance of doubt, a Credit Facility of any Person that is not an Obligor or a Subsidiary shall not constitute a Material Credit Facility.

“Oaktree Capital II” means Oaktree Capital II, L.P., a Delaware series limited partnership, including each series thereof, together with any successor thereto and any additional series created in the future that becomes a party hereto pursuant to Section 10.2.

“Obligor” means each of the Company, the Initial Affiliate Guarantors, Oaktree Cayman and any other Affiliate that becomes a guarantor pursuant to Section 9.7. The term “Obligors” means all such Persons collectively.

“Officer’s Certificate” means a certificate of a Senior Financial Officer, director or of any other officer of an Obligor (or its general partner) whose responsibilities extend to the subject matter of such certificate.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, exempted company, exempted limited partnership, business entity or Governmental Authority.

“Responsible Officer” means any Senior Financial Officer, director and any other officer of an Obligor (or its general partner) with responsibility for the administration of the relevant portion of this Agreement.

“Senior Financial Officer” means the chief financial officer, principal accounting officer, treasurer or comptroller of an Obligor (or its general partner).

“Subsidiary” means any subsidiary of the Obligor other than any investment fund or CLO or any subsidiary thereof. For purposes of clarification, the term “Subsidiary” hereunder shall not include an entity held by an Obligor (or any of its subsidiaries) that holds investments that an Obligor or a subsidiary or an Affiliate thereof manages or intends to manage as part of an investment fund or a CLO, including any entity formed for the purpose of holding investments in connection with seeding a new investment portfolio or strategy. For the avoidance of doubt, “Subsidiary” shall include a CLO Subsidiary. Notwithstanding the foregoing, (x) neither AIFM nor any member of 17Capital Group that would otherwise be a “Subsidiary” shall be a “Subsidiary” unless and until the date on which such Person is required to be consolidated with the Obligor in accordance with GAAP (the **“Consolidation Date”**); provided that in the case of a member of 17Capital Group that would otherwise be a “Subsidiary”, if the Obligor has delivered a 17C Certificate (as defined below) on or before the 15th Business Day following the Consolidation Date to each holder of a Note (other than a Competitor) that is an Institutional Investor, such member shall not be a “Subsidiary” for purposes of Section 9.7 (Affiliate Guarantors) and Section 10.5 (Liens) (the **“Permitted Covenants”**) until the date that is the six month anniversary of the Consolidation Date with respect to such member.

“Wholly-Owned Subsidiary or Wholly Owned Subsidiary” means, at any time, any Subsidiary all of the equity interests (except (x) directors’ qualifying shares and (y) equity interests issued to current or former officers, employees or

consultants, their respective family members, ex-spouses, family investment vehicles, trusts and estate-planning arrangements, other equity holders who received interests in connection with the provision of services directly or indirectly to the Obligors, their Subsidiaries or investment funds or CLOs and beneficiaries or assignees of any of the foregoing) and voting interests of which are owned by any one or more of the Obligors and the Obligors' other Wholly-Owned Subsidiaries at such time.

§3.8 Attachment A

(a) Attachment A to this Amendment shall be added as Attachment A to the Note Purchase Agreement.

SECTION 4. MISCELLANEOUS

§4.1 Conditions to Effectiveness. The effectiveness of this Amendment is expressly subject to the following conditions:

(a) the representations and warranties made by the Obligors under Section 1 of this Amendment shall be true and correct;

(b) executed counterparts of this Amendment, duly executed by the Obligors and Holders constituting Required Holders shall have been delivered to the Holders;

(c) receipt by each Holder of (i) a certificate of the Secretary or Assistant Secretary of each Obligor, dated the date hereof, certifying as to (A) the resolutions attached thereto and the corporate proceedings relating to the authorization, execution and delivery of this Amendment and the performance of its obligations hereunder and (B) the Obligors' organization documents currently in effect, and (ii) (A) in the case of the Obligors other than Oaktree Cayman, a recent "good standing certificate" from the Secretary of State of the State of Delaware (which certificate shall indicate that the Obligor is in good standing and has legal existence in the State of Delaware) and (B) in the case of Oaktree Cayman, a certificate of good standing issued by the Registrar of Exempted Limited Partnerships in the Cayman Islands;

(d) the Company shall have paid, or reimbursed the Holders for, the reasonable fees, charges and disbursements of special counsel to the Holders; *provided* that the Company shall not be liable for the attorneys' fees, costs and disbursements of more than one firm of special counsel (which firm shall be the firm retained to represent all holders of Notes collectively);

(e) receipt by each Holder of opinions from Munger Tolles & Olson, LLP, special counsel for the Obligors, and Walkers (Cayman) LLP, special Cayman Islands counsel for Oaktree Cayman, in each case covering the matters incident to the transactions contemplated hereby as the Required Holders or their counsel may reasonably request; and

(f) The Obligors shall have provided to the Holders evidence that the Company has entered into (or is concurrently entering into) a substantially identical (in relation to terms) amendment of the Note and Guaranty Agreement for each other series of outstanding senior notes of any Obligor.

§4.2 Instrument Pursuant to Note Purchase Agreement. This Amendment is executed pursuant to Section 18 of the Note Purchase Agreement and shall be construed, administered, and applied in accordance with all of the terms and provisions of the Note Purchase Agreement. Except as expressly set forth herein, all of the representations, warranties, terms, covenants and conditions of the Note Purchase Agreement shall remain unamended and in full force and effect. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, (i) constitute an amendment or a waiver of, or consent to any departure from, any provision of the Note Purchase Agreement, (ii) operate as a waiver of any right, power or remedy of any holder of any Note, or (iii) constitute a waiver of any Default or Event of Default or any other documents, instruments and agreements executed and/or delivered in connection therewith.

§4.3 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any subsequent holder of a Note) whether so expressed or not.

§4.4 Counterparts; Electronic Contracting. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies thereof, each signed by less than all, but together signed by all, of the parties hereto. The parties agree to electronic contracting and signatures with respect to this Amendment. Delivery of an electronic signature to, or a manually signed copy of, this Amendment by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of manually signed originals and shall be admissible into evidence for all purposes. Notwithstanding the foregoing, if any holder of a Note shall request manually signed counterpart signatures to this Amendment within thirty days of the date hereof, each Obligor hereby agrees to provide such counterpart signatures as soon as reasonably practicable, but in any event within thirty days of such request or such longer period as the requesting holder and the Obligors may agree.

§4.5 Governing Law. This Amendment shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first set forth above.

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL I, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL II, L.P. (including each series thereof)

By: OAKTREE CAPITAL II GP LLC (acting as general partner of Oaktree Capital II, L.P. generally and as general partner of each series thereof)

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Jay Wintrob
Name: Jay Wintrob
Title: Chief Executive Officer

By: /s/ Daniel Levin
Name: Daniel Levin
Title: Chief Financial Officer

OAKTREE CAPITAL MANAGEMENT (CAYMAN), L.P.

By: Oaktree Holdings, Ltd., its general partner

By: Oaktree Capital Group, LLC, director

By: /s/ Jay Wintrob

Name: Jay Wintrob

Title: Chief Executive Officer

By: /s/ Daniel Levin

Name: Daniel Levin

Title: Chief Financial Officer

Name of Holder:

Equitable Financial Life Insurance Company

By: /s/ Amy Judd

Name: Amy Judd

Title: Investment Officer

Principal Amount of Notes held:

[***]

Name of Holder:

Allianz Life Insurance Company of North America

By: Voya Investment Management Co. LLC,
as Agent

By: /s/ Joshua A. Winchester

Name: Joshua A. Winchester

Title: Senior Vice President

Principal Amount of Notes held:

[***]

Name of Holder:

CMFG Life Insurance Company

By: MEMBERS Capital Advisors, Inc.
acting as Investment Advisor

By: /s/ Stan J. Van Aartsen

Name: Stan J. Van Aartsen

Title: Managing Director, Investments

Principal Amount of Notes held:

[***]

Name of Holder:

Nationwide Life and Annuity Insurance Company

By: /s/ Mary Beth Cadle

Name: Mary Beth Cadle

Title: Authorized Signatory

Principal Amount of Notes held:

[***]

Name of Holder:

The Northwestern Mutual Life Insurance Company

By: Northwestern Mutual Investment Management Company, LLC, its investment adviser

By: /s/ Michael H. Leske

Name: Michael H. Leske

Title: Managing Director

Principal Amount of Notes held:

[***]

Name of Holder:

Principal Life Insurance Company

By: Principal Global Investors, LLC
a Delaware limited liability company,
its authorized signatory

By: /s/ Charles Schneider
Name: Charles Schneider
Title: Counsel

By: /s/ Karl Goodman
Name: Karl Goodman
Title: Counsel

Principal Amount of Notes held:

[***]

Attachment A

Designated Non-CLO Subsidiaries

Oaktree Capital Management (UK) LLP

Schedule 2.7

Limited Partners of Oaktree Cayman

<u>OBLIGOR</u>	<u>LIMITED PARTNERS AND PERCENTAGE EQUITY INTERESTS</u>
Oaktree Capital Management (Cayman), L.P.	Oaktree Holdings Ltd. – 67.96% Oaktree Capital Group Holdings, L.P. – 31.80% Oaktree Equity Plan, L.P.- 0.24%

**AMENDMENT TO THE
THIRD AMENDED AND RESTATED TAX RECEIVABLE AGREEMENT**

This AMENDMENT TO THE THIRD AMENDED AND RESTATED TAX RECEIVABLE AGREEMENT (this “Amendment”), dated as of April 13, 2023, is entered into by and among Brookfield Corporation (formerly known as Brookfield Asset Management Inc.), a corporation incorporated under the laws of the Province of Ontario, Oaktree New Holdings LLC, a Delaware limited liability company, Oaktree AIF Holdings II, LLC, a Delaware limited liability company, Oaktree Capital II, L.P., a Delaware series limited partnership, Oaktree Capital Management, L.P., a Delaware limited partnership, Oaktree Investment Holdings, L.P., a Delaware limited partnership, Oaktree AIF Investments, L.P., a Delaware limited partnership, Oaktree Capital Group Holdings, L.P., a Delaware limited partnership (“OCGH”), and each of the limited partners of OCGH (the “Limited Partners”). Capitalized terms used and not otherwise defined in this Amendment shall have the same meanings in this Amendment as set forth in the Third Amended Agreement (as defined below).

WHEREAS, the parties executed a Tax Receivable Agreement, dated as of May 25, 2007 (the “Original Agreement”);

WHEREAS, the Original Agreement was amended and restated in its entirety by the execution of an Amended and Restated Tax Receivable Agreement, dated as of March 28, 2008 (the “First Amended Agreement”);

WHEREAS, the First Amended Agreement was amended and restated in its entirety by the execution of a Second Amended and Restated Tax Receivable Agreement on March 29, 2012 (the “Second Amended Agreement”);

WHEREAS, the Second Amended Agreement was amended and restated in its entirety by the execution of a Third Amended and Restated Tax Receivable Agreement on September 30, 2019 (the “Third Amended Agreement”);

WHEREAS, Section 7.06 of the Third Amended Agreement provides that the Third Amended Agreement may be amended in writing by each of the Corporations, on behalf of themselves and the respective Partnerships they Control, and by Senior Executives who would be entitled to receive at least two-thirds of the Early Termination Payments payable to all Senior Executives hereunder if each of the Corporations had exercised its right of early termination on the date of the most recent Exchange prior to such amendment (excluding, for purposes of this sentence, all payments made to any Senior Executive pursuant to the Third Amended Agreement since the date of such most recent Exchange) (the “Amending Parties”), unless such amendment would have a disproportionate effect on the payment certain Limited Partners will or may receive under the Third Amended Agreement;

WHEREAS, the Amending Parties desire to amend the Third Amended Agreement in a manner that would not have a disproportionate effect on the payment certain Limited Partners will or may receive under the Third Amended Agreement; and

WHEREAS, the Amending Parties now desire to amend the Third Amended Agreement as set forth herein.

NOW, THEREFORE, the Amending Parties hereby agree as follows:

1. Amendments to Section 1.01.

a) The definition of “Agreed Rate” shall be amended and restated as follows:

““Agreed Rate” means the Applicable Benchmark Rate plus 110 basis points.”

b) The following definition shall be inserted immediately after the definition of “Amending Parties”:

“Applicable Benchmark Rate” shall mean, (i) for all payments made prior to April 13, 2023 (the “Benchmark Transition Date”), LIBOR, and (ii) from and after the Benchmark Transition Date, SOFR.

c) The definition of “Default Rate” shall be amended and restated as follows:

“Default Rate” means the Applicable Benchmark Rate plus 110 basis points.”

d) The definition of “Early Termination Rate” shall be amended and restated as follows:

“Early Termination Rate” means the lesser of (i) 6.5% and (ii) the Applicable Benchmark Rate plus 110 basis points.”

e) The following definitions shall be inserted immediately after the definition of “Signing Date”:

“SOFR” means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding Business Day.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.”

2. Effect of Amendment. Except as expressly amended by this Amendment, all of the terms and provisions of the Third Amended Agreement are unchanged and remain in full force and effect as originally written. In the event of any inconsistency or conflict between the provisions of the Third Amended Agreement and this Amendment, the provisions of this Amendment shall prevail and govern. From and after the date of this Amendment, any reference to “this Agreement”, “hereto”, “hereunder” or other comparable or similar references in the Third Amended Agreement and any reference to “the Third Amended Agreement” in this Amendment shall be construed as a reference to the Third Amended Agreement as amended by this Amendment.

3. Governing Law; Jurisdiction. This Amendment shall be construed and enforced in accordance with the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware by residents of the State of Delaware.

4. Counterparts. This Amendment may be executed in one or more counterparts, either in manual or in electronic copy, each of which shall be an original, with the same effect as if the signatures thereto were manually executed upon one instrument.

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

BROOKFIELD CORPORATION

By: /s/Swati Mandava
Name: Swati Mandava
Title: Managing Director, Legal and Regulatory

OAKTREE NEW HOLDINGS LLC

By: /s/ Justin Nye
Name: Justin Nye
Title: Vice President

By: /s/ Kunal Dusad
Name: Kunal Dusad
Title: Secretary

OAKTREE AIF HOLDINGS II, LLC

By: /s/ Justin Nye
Name: Justin Nye
Title: Vice President

By: /s/ Kunal Dusad
Name: Kunal Dusad
Title: Secretary

OAKTREE CAPITAL II, L.P.

By: /s/ Richard Ting _____
Name: Richard Ting
Title: Managing Director, Associate General
Counsel and Assistant Secretary

By: /s/ Jeffrey Joseph _____
Name: Jeffrey Joseph
Title: Managing Director

OAKTREE CAPITAL MANAGEMENT, L.P.

By: /s/ Richard Ting _____
Name: Richard Ting
Title: Managing Director, Associate General
Counsel and Assistant Secretary

By: /s/ Jeffrey Joseph _____
Name: Jeffrey Joseph
Title: Managing Director

OAKTREE INVESTMENT HOLDINGS, L.P.

By: /s/ Richard Ting _____
Name: Richard Ting
Title: Managing Director, Associate General
Counsel and Assistant Secretary

By: /s/ Jeffrey Joseph _____
Name: Jeffrey Joseph
Title: Managing Director

OAKTREE AIF INVESTMENTS, L.P.

By: /s/ Richard Ting _____
Name: Richard Ting
Title: Managing Director, Associate General
Counsel and Assistant Secretary

By: /s/ Jeffrey Joseph _____
Name: Jeffrey Joseph
Title: Managing Director

OAKTREE CAPITAL GROUP HOLDINGS, L.P., for itself and as attorney-in-fact for
all the limited partners of OCGH

By: OAKTREE CAPITAL GROUP HOLDINGS GP, LLC, its General partner

By: /s/ Richard Ting_____

Name: Richard Ting

Title: Managing Director, Associate General
Counsel and Assistant Secretary

By: /s/ Jeffrey Joseph_____

Name: Jeffrey Joseph

Title: Managing Director

CERTIFICATION

I, Jay S. Wintrob, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 of Oaktree Capital Group, LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2023

/s/ Jay S. Wintrob

Jay S. Wintrob

Chief Executive Officer

(Principal Executive Officer)

CERTIFICATION

I, Daniel D. Levin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 of Oaktree Capital Group, LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2023

/s/ Daniel D. Levin

Daniel D. Levin

Chief Financial Officer

(Principal Financial Officer)

**Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Oaktree Capital Group, LLC (the "Company") for the quarter ended March 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jay S. Wintrob, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods presented.

Date: May 12, 2023

/s/ Jay S. Wintrob

Jay S. Wintrob

Chief Executive Officer

(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This Certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing.

**Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Oaktree Capital Group, LLC (the "Company") for the quarter ended March 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Daniel D. Levin, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates and for the periods presented.

Date: May 12, 2023

/s/ Daniel D. Levin

Daniel D. Levin

Chief Financial Officer

(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

This Certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing.