

FC 033334

In accordance with
Section 1046 of the
Companies Act 2006 &
Regulation 4(1) of the
Overseas Companies
Regulations 2009

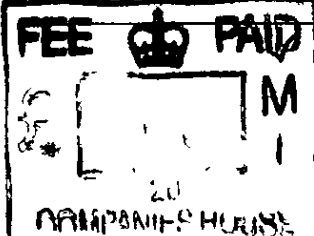
OS IN01

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Registration of an overseas company opening a UK establishment

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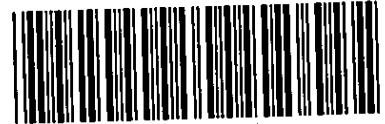
A fee is payable with this form
Please see 'How to pay' on the last page



What this form is for
You may use this form to register a
UK establishment

☒ What this form is NOT for
You cannot use this form to change
the details of an existing company
officer or establishment

WEDNESDAY



L55RVNFV
LD1 27/04/2016 #94
COMPANIES HOUSE

Part 1 Overseas company details (Name)

For official use

A1 Corporate name of overseas company

Corporate name ① AAME UK CM, LLC

Do you propose to carry on business in the UK under the corporate name as
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**
- To register using an alternative name, go to **Section A2**

→ **Filling in this form**
Please complete in typescript (10pt
or above), or in bold black capitals

All fields are mandatory unless
specified or indicated by *
① This must be the corporate name in
the home state or country in which
the company is incorporated

A2 Alternative name of overseas company *

Please show the alternative name that the company will use to do business
in the UK

Alternative name
(if applicable) ②

② A company may register an
alternative name under which it
proposes to carry on business in the
United Kingdom under Section 1048
of the Companies Act 2006. Once
registered it is treated as being its
corporate name for the purposes of
law in the UK

A3 Overseas company name restrictions ③

This section does not apply to a European Economic Area (EEA) company
registering its corporate name

Please tick the box only if the proposed company name contains sensitive or
restricted words or expressions that require you to seek comments of a
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

③ **Overseas company name
restrictions**
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.gov.uk/companieshouse

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Part 2 Overseas company details**B1 Particulars previously delivered**Have particulars about this company been previously delivered in respect of another UK establishment ¹→ **No** Go to **Section B2**→ **Yes** Please enter the registration number below and then go to **Part 5** of the form Please note the original UK establishment particulars must be filed up to date¹ The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accountsUK establishment
registration numberB R **B2 Credit or financial institution**Is the company a credit or financial institution? ²☐ **Yes**☒ **No**² Please tick one box**B3 Company details**

If the company is registered in its country of incorporation, please enter the details below

Legal form ³

LIMITED LIABILITY COMPANY ✓

Country of
incorporation *

ANGUILLA ✓

Identity of register
in which it is
registered ⁴

THE ANGUILLA COMMERCIAL REGISTRY ✓

Registration number in
that register3 0 0 8 9 1 2 ✓³ Please state whether or not the company is limited Please also include whether the company is a private or public company if applicable⁴ This will be the registry where the company is registered in its parent country**B4 EEA or non-EEA member state**

Was the company formed outside the EEA?

→ **Yes** Complete **Sections B5** and **B6**.→ **No** Go to **Section B6**.**B5 Governing law and accounting requirements**

Please give the law under which the company is incorporated

Governing law ⁵

LIMITED LIABILITY COMPANY ACT ✓

INTERIM REVISED STATUTES OF ANGUILLA (THE "ACT")

Is the company required to prepare, audit and disclose accounting documents under parent law?

→ **Yes** Complete the details below→ **No** Go to **Part 3**.⁵ This means the relevant rules or legislation which regulates the incorporation of companies in that state

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Please give the period for which the company is required to prepare accounts by parent law

From

d	d	m	m
---	---	---	---

To

d	d	m	m
---	---	---	---

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period

Months

--	--

B6

Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation ①

☐ Yes

Please indicate what documents have been disclosed

☐ Please tick this box if you have enclosed a copy of the accounts

☐ Please tick this box if you have enclosed a certified translation of the accounts

☐ Please tick this box if no accounts have been disclosed

① Please tick the appropriate box(es)

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Part 3

Constitution

C1

Constitution of company

The following documents must be delivered with this application

- Certified copy of the company's constitution and, if applicable, a certified translation

Please tick the appropriate box(es) below

- ☒ I have enclosed a certified copy of the company's constitution **1**
- ☐ I enclose a certified translation, if applicable **2**

1 A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

2 A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

C2

EEA or non-EEA member state

Was the company formed outside the EEA?

- **Yes** Go to **Section C3**.
- **No** Go to **Part 4 'Officers of the company'**

C3

Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
 - Objects of the Company
 - Amount of issued share capital
- **Yes** Go to **Part 4 'Officers of the company'**
- **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C4**.

The information is not required if it is contained within the constitutional documents accompanying this registration

C4

Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation **3**

Building name/number

Street

Post town

County/Region

Postcode

Country

Objects of the company **4**

Amount of issued share capital **5**

Please give the objects of the company and the amount of issued share capital

THE SHARES HAVE NIL PAR VALUE

3 This address will appear on the public record

4 Please give a brief description of the company's business

5 Please specify the amount of shares issued and the value

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Part 4

Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form
- **No** Complete the officer details

For a secretary who is an individual, go to **Section D1**, for a corporate secretary, go to **Section E1**, for a director who is an individual, go to **Section F1**, or for a corporate director, go to **Section G1**.

Continuation pages

Please use a continuation page if you need to enter more officer details

Secretary

D1

Secretary details ①

Use this section to list all the secretaries of the company
Please complete **Sections D1-D3**. For a corporate secretary, complete **Sections E1-E5**. Please use a continuation page if necessary

Full forename(s)

Surname

Former name(s) ②

① Corporate details

Please use Sections E1 E5 to enter corporate secretary details

② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years

D2

Secretary's service address ③

Building name/number

Street

Post town

County/Region

Postcode

Country

③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

D3

Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box

Extent of authority

- ☐ Limited ④
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

- ☐ Alone
- ☐ Jointly ⑤

If applicable name(s) of person(s) with whom you are acting jointly

④ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

⑤ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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Corporate secretary

E1

Corporate secretary details ①

Use this section to list all the corporate secretaries of the company
Please complete Sections E1-E5 Please use a continuation page if necessary

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2

Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

→ Yes Complete Section E3 only

→ No Complete Section E4 only

E3

EEA companies ②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ③

Registration number

② EEA

A full list of countries of the EEA can be found in our guidance
www.gov.uk/companieshouse

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4

Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

If applicable, the registration number

④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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E5

Corporate secretary's authority

	Please enter the extent of your authority as corporate secretary Please tick one box		<p>1 If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>2 If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited 1 <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable			
	Are you authorised to act alone or jointly? Please tick one box <input type="checkbox"/> Alone <input type="checkbox"/> Jointly 2		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Director

F1 Director details ①	
Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.	
Full forename(s)	WILLIAM
Surname	KUESEL
Former name(s) ②	
Country/State of residence ③	USA
Nationality	AMERICAN
Month/year of birth ④	X X m0 m8 y1 y9 y6 y2
Business occupation (if any) ⑤	DIRECTOR

① Corporate details
Please use Sections G1-G5 to enter corporate director details

② Former name(s)
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years

③ Country/State of residence
This is in respect of your usual residential address as stated in Section F5

④ Month and year of birth
Please provide month and year only. Provide full date of birth in Section F4

⑤ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

F2 Director's service address ⑥	
Building name/number	25
Street	ST GEORGE STREET
Post town	LONDON
County/Region	
Postcode	W 1 S 1 F S
Country	UNITED KINGDOM

⑥ Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

F3 Director's authority	
Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input checked="" type="checkbox"/> Limited ⑦ <input type="checkbox"/> Unlimited
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS OF LLC UNDER "ACT" ✓
	Are you authorised to act alone or jointly? Please tick one box. <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ⑧
If applicable, name(s) of person(s) with whom you are acting jointly	

⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

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Director

F1	Director details ①		
	Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.		
Full forename(s)	SANJAY		① Corporate details Please use Sections G1-G5 to enter corporate director details. ② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years. ③ Country/State of residence This is in respect of your usual residential address as stated in Section F5. ④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4. ⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.
Surname	PATEL		
Former name(s) ②			
Country/State of residence ③	UNITED KINGDOM		
Nationality	AMERICAN		
Month/year of birth ④	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <div> <div>m0</div> <div>m1</div> <div>y1</div> <div>y9</div> <div>y6</div> <div>y1</div> </div>		
Business occupation (if any) ⑤	DIRECTOR		

F2	Director's service address ⑥		
Building name/number	25		⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address. If you provide your residential address here it will appear on the public record.
Street	ST GEORGE STREET		
Post town	LONDON		
County/Region			
Postcode	W 1 S 1 F S		
Country	UNITED KINGDOM		

F3	Director's authority		
	Please enter the extent of your authority as director. Please tick one box.		
Extent of authority	<input checked="" type="checkbox"/> Limited ⑦ <input type="checkbox"/> Unlimited		⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below. ⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS OF LLC UNDER "ACT"		
	Are you authorised to act alone or jointly? Please tick one box.		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ⑧		
If applicable, name(s) of person(s) with whom you are acting jointly			

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Director

F1	Director details ①	<p>Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.</p>	<p>① Corporate details Please use Sections G1-G5 to enter corporate director details.</p>
Full forename(s)	MARC JEFFREY		<p>② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section F5.</p> <p>④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4.</p> <p>⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>
Surname	ROWAN		
Former name(s) ②			
Country/State of residence ③	USA		
Nationality	AMERICAN		
Month/year of birth ④	X X m0 m8 y1 y9 y6 y2		
Business occupation (if any) ⑤	DIRECTOR		

F2	Director's service address ⑥	<p>⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	25	
Street	ST GEORGE STREET	
Post town	LONDON	
County/Region		
Postcode	W 1 S 1 F S	
Country	UNITED KINGDOM	

F3	Director's authority	<p>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.</p> <p>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.</p>
Extent of authority	<p>Please enter the extent of your authority as director. Please tick one box.</p> <p><input checked="" type="checkbox"/> Limited ⑦</p> <p><input type="checkbox"/> Unlimited</p>	
Description of limited authority, if applicable	<p>LIMITED TO POWERS GRANTED TO MANAGERS OF LLC UNDER "ACT"</p> <p>Are you authorised to act alone or jointly? Please tick one box.</p> <p><input checked="" type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly ⑧</p>	
If applicable, name(s) of person(s) with whom you are acting jointly		

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Director

F1	Director details ①	<p>Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.</p>	<p>① Corporate details Please use Sections G1-G5 to enter corporate director details</p> <p>② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section F5</p> <p>④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4</p> <p>⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank</p>
Full forename(s)	DOMINIC MATTHEW		
Surname	FRY		
Former name(s) ②			
Country/State of residence ③	UNITED KINGDOM		
Nationality	BRITISH		
Month/year of birth ④	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <div> <div>m0</div> <div>m2</div> <div>y1</div> <div>y9</div> <div>y7</div> <div>y5</div> </div>		
Business occupation (if any) ⑤	DIRECTOR		

F2	Director's service address ⑥	<p>⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record</p>
Building name/number	25	
Street	ST GEORGE STREET	
Post town	LONDON	
County/Region		
Postcode	W 1 S 1 F S	
Country	UNITED KINGDOM	

F3	Director's authority	<p>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	Please enter the extent of your authority as director. Please tick one box. <div> <input checked="" type="checkbox"/> Limited ⑦ <input type="checkbox"/> Unlimited </div>	
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS OF LLC UNDER "ACT"	
	Are you authorised to act alone or jointly? Please tick one box. <div> <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ⑧ </div>	
If applicable, name(s) of person(s) with whom you are acting jointly		

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Registration of an overseas company opening a UK establishment

Director

F1	Director details ①	<p>Use this section to list all the directors of the company. Please complete Sections F1-F5. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.</p>	<p>① Corporate details Please use Sections G1-G5 to enter corporate director details</p>
Full forename(s)	GERNOT WILHELM FRIEDRICH		<p>② Former name(s) Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in Section F5</p> <p>④ Month and year of birth Please provide month and year only. Provide full date of birth in section F4</p> <p>⑤ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p>
Surname	LOHR		
Former name(s) ②			
Country/State of residence ③	UNITED KINGDOM		
Nationality	GERMAN		
Month/year of birth ④	X X m0 m4 y1 y9 y6 y9		
Business occupation (if any) ⑤	DIRECTOR		

F2	Director's service address ⑥	<p>⑥ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	25	
Street	ST GEORGE STREET	
Post town	LONDON	
County/Region		
Postcode	W 1 S 1 F S	
Country	UNITED KINGDOM	

F3	Director's authority	<p>⑦ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>⑧ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<p>Please enter the extent of your authority as director. Please tick one box.</p> <p><input checked="" type="checkbox"/> Limited ⑦</p> <p><input type="checkbox"/> Unlimited</p>	
Description of limited authority, if applicable	<p>LIMITED TO POWERS GRANTED TO MANAGERS OF LLC UNDER "ACT"</p> <p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input checked="" type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly ⑧</p>	
If applicable, name(s) of person(s) with whom you are acting jointly		

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Corporate director

G1

Corporate director details ①

Use this section to list all the corporate directors of the company
Please complete G1-G5. Please use a continuation page if necessary

Name of corporate
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Registered or principal address
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

G2

Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

- Yes Complete **Section G3 only**
- No Complete **Section G4 only**

G3

EEA companies ②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/
firm is registered ③

Registration number

② EEA
A full list of countries of the EEA can be found in our guidance
www.gov.uk/companieshouse

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

G4

Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the
corporate body
or firm

Governing law

If applicable, where
the company/firm is
registered ④

If applicable, the
registration number

④ Non-EEA
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

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G5

Corporate director's authority

	<p>Please enter the extent of your authority as corporate director Please tick one box</p>	
Extent of authority	<p><input type="checkbox"/> Limited 1</p> <p><input type="checkbox"/> Unlimited</p>	
Description of limited authority, if applicable		
	<p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly 2</p>	
If applicable, name(s) of person(s) with whom you are acting jointly		

1 If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

2 If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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Part 5 UK establishment details**H1 Documents previously delivered - constitution**

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.→ **Yes** Please enter the UK establishment number below and then go to **Section H2**.UK establishment
registration numberB R **H2 Documents previously delivered - accounting documents**

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.→ **Yes** Please enter the UK establishment number below and then go to **Section H3**.UK establishment
registration numberB R **H3 Delivery of accounts and reports**This section **must** be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment **1**☒ In respect of this establishment. Please go to **Section H4**.☐ In respect of another UK establishment. Please give the registration number below, then go to **Section H4**.**1** Please tick the appropriate boxUK establishment
registration numberB R **H4 Particulars of UK establishment ²**You **must** enter the name and address of the UK establishment

Name of establishment AAME UK CM, LLC ✓

Building name/number 25 ✓

Street ST GEORGE STREET

Post town LONDON

County/Region

Postcode W 1 S 1 F S

Country UNITED KINGDOM

Please give the date the establishment was opened and the business of the establishment

Date establishment opened ^d1 ^d4 ^m0 ^m4 ^y2 ^y0 ^y1 ^y6 ✓

Business carried on at the UK establishment ANY LAWFUL ACT OR ACTIVITY AND ALL ACTIVITIES INCIDENTAL HERETO ✓

2 Address

This is the address that will appear on the public record

OS IN01

Registration of an overseas company opening a UK establishment

Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment

J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company
Please complete **Sections J1-J4**.

Continuation pages
Please use a continuation page if you need to enter more details

Full forename(s) WILLIAM

Surname KUESEL

J2 Permanent representative's service address ①

Building name/number 25

Street ST GEORGE STREET

Post town LONDON

County/Region

Postcode W 1 S 1 F S

Country UNITED KINGDOM

① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative
Please tick one box

Extent of authority
☒ Limited ②
☐ Unlimited

Description of limited authority, if applicable
LIMITED TO POWERS GRANTED TO MANAGERS OF LLC UNDER "ACT"

Are you authorised to act alone or jointly? Please tick one box

☒ Alone
☐ Jointly ③

If applicable, name(s) of person(s) with whom you are acting jointly

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Permanent representative

J1		Permanent representative's details	
		Please use this section to list all the permanent representatives of the company Please complete Sections J1-J4	
Full forename(s)	SANJAY		
Surname	PATEL		
J2		Permanent representative's service address ①	
Building name/number	25		
Street	ST GEORGE STREET		
Post town	LONDON		
County/Region			
Postcode	W 1 S 1 F S		
Country	UNITED KINGDOM		
J3		Permanent representative's authority	
		Please enter the extent of your authority as permanent representative Please tick one box	
Extent of authority	<input checked="" type="checkbox"/> Limited ② <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS UNDER "ACT" Are you authorised to act alone or jointly? Please tick one box <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ③		
If applicable, name(s) of person(s) with whom you are acting jointly			

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Permanent representative

J1	Permanent representative's details	
	Please use this section to list all the permanent representatives of the company Please complete Sections J1-J4	
Full forename(s)	DOMINIC MATTHEW	
Surname	FRY	
J2	Permanent representative's service address ^①	
Building name/number	25	
Street	ST GEORGE STREET	
Post town	LONDON	
County/Region		
Postcode	W 1 S 1 F S	
Country	UNITED KINGDOM	
	① Service address This is the address that will appear on the public record. This does not have to be your usual residential address. If you provide your residential address here it will appear on the public record.	
J3	Permanent representative's authority	
	Please enter the extent of your authority as permanent representative Please tick one box	
Extent of authority	<input checked="" type="checkbox"/> Limited ^② <input type="checkbox"/> Unlimited	
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS UNDER "ACT" Are you authorised to act alone or jointly? Please tick one box <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^③	
If applicable, name(s) of person(s) with whom you are acting jointly		

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Permanent representative

J1		Permanent representative's details	
		Please use this section to list all the permanent representatives of the company Please complete Sections J1-J4	
Full forename(s)	MARC JEFFREY		
Surname	ROWAN		
J2		Permanent representative's service address ^①	
Building name/number	25		
Street	ST GEORGE STREET		
Post town	LONDON		
County/Region			
Postcode	W 1 S 1 F S		
Country	UNITED KINGDOM		
J3		Permanent representative's authority	
		Please enter the extent of your authority as permanent representative Please tick one box	
Extent of authority	<input checked="" type="checkbox"/> Limited ^② <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS UNDER "ACT"		
	Are you authorised to act alone or jointly? Please tick one box		
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^③		
If applicable, name(s) of person(s) with whom you are acting jointly			

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

② If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

③ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

OS IN01 - continuation page

Registration of an overseas company opening a UK establishment

Permanent representative

J1	Permanent representative's details	
	Please use this section to list all the permanent representatives of the company Please complete Sections J1-J4	
Full forename(s)	GERNOT WILHELM FRIEDRICH	
Surname	LOHR	
J2	Permanent representative's service address ^①	
Building name/number	25	
Street	ST GEORGE STREET	
Post town	LONDON	
County/Region		
Postcode	W 1 S 1 F S	
Country	UNITED KINGDOM	
	① Service address This is the address that will appear on the public record. This does not have to be your usual residential address. If you provide your residential address here it will appear on the public record.	
J3	Permanent representative's authority	
	Please enter the extent of your authority as permanent representative Please tick one box	
Extent of authority	<input checked="" type="checkbox"/> Limited ^② <input type="checkbox"/> Unlimited	
Description of limited authority, if applicable	LIMITED TO POWERS GRANTED TO MANAGERS UNDER "ACT" Are you authorised to act alone or jointly? Please tick one box <input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly ^③	
If applicable, name(s) of person(s) with whom you are acting jointly		

OS IN01

Registration of an overseas company opening a UK establishment

Part 7

Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below

→ **No** Tick the box below then go to **Part 8 'Signature'** ✓

☒ If there is no such person, please tick this box

K1

Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below
Please complete **Sections K1-K2**

Continuation pages

Please use a continuation page if you need to enter more details

Full forename(s)

Surname

K2

Service address of person authorised to accept service ①

Building name/number

Street

Post town

County/Region

Postcode

Country

① Service address

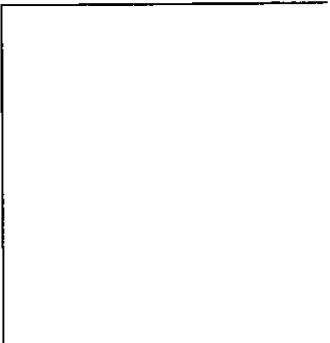
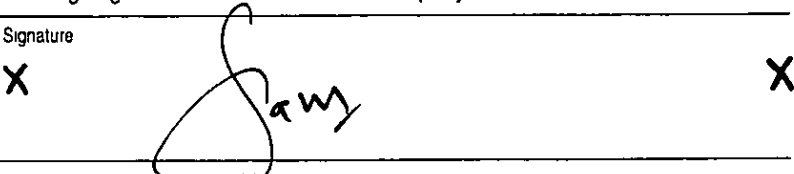
This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

OS IN01

Registration of an overseas company opening a UK establishment

Part 8

Signature

Signature	This must be completed by all companies		
	I am signing this form on behalf of the company		
	Signature		
	This form may be signed by Director, Secretary, Permanent representative		

OS IN01

Registration of an overseas company opening a UK establishment



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode

E C 1 A 2 A L

Country

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The overseas corporate name on the form matches the constitutional documents exactly
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment
- ☐ You have completed details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.



How to pay

A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland.

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

PROPRIETARY & CONFIDENTIAL
EXECUTION VERSION

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF

AAME UK CM, LLC

Dated April 11, 2016

and agreed amongst the parties hereto to be effective as of April 11, 2016

THE ORDINARY SHARES AND OTHER UNITS OF AAME UK CM, LLC HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "SECURITIES ACT"), THE SECURITIES LAWS OF ANY STATE, PROVINCE OR ANY OTHER APPLICABLE SECURITIES LAWS AND ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS SUCH UNITS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR PROVINCE, AND ANY OTHER APPLICABLE SECURITIES LAWS, AND (II) THE TERMS AND CONDITIONS OF THIS LIMITED LIABILITY COMPANY AGREEMENT THE UNITS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS LIMITED LIABILITY COMPANY AGREEMENT THEREFORE, PURCHASERS AND OTHER TRANSFEREES OF SUCH UNITS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT OR ACQUISITION FOR AN INDEFINITE PERIOD OF TIME.

Certified as being a true copy of the original

Name SANJAY PATEL
Title Manager of AAME UK CM, LLC
Date 14 April 2016

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**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
AAME UK CM, LLC**

This AMENDED AND RESTATED LIABILITY COMPANY AGREEMENT (this "Agreement") of AAME UK CM, LLC, an Anguilla limited liability company (the "Company") is dated April 11, 2016 and agreed by and among the Withdrawing Member (as defined herein) and the Member (as defined herein) to be effective as of April 11, 2016

WHEREAS, the Company was formed as a limited liability company pursuant to the Act (as defined herein) by (a) Finsco Limited, an authorized person of the Company, causing the filing of the certificate of formation and articles of formation of the LLC with the Registrar of Companies of Anguilla referred to in Section 11 of the Act on April 13, 2015, and (b) the execution of the initial limited liability company agreement of the Company as of December 17, 2015 (the "Original Agreement") by the Withdrawing Member

WHEREAS, the Withdrawing Member and the Member wish to amend and restate the Original Agreement effective as of April 11, 2016 to (i) effect the admission of the Member, as member, (ii) effect the withdrawal of the Withdrawing Member, and (iii) make the additional changes set forth herein

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows

ARTICLE I

DEFINITIONS

Section 1 01 Definitions Capitalized terms used herein without definition have the following meanings (such meanings being equally applicable to both the singular and plural form of the terms defined)

"Act" means the Limited Liability Company Act, Interim Revised Statutes of Anguilla, Chapter 6

"Affiliate" means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person

"Agreement" has the meaning set forth in the recitals

"Assignee" has the meaning set forth in Section 8 04

"Board" means the board of Managers of the Company that manages and controls the Company pursuant to this Agreement

"Business Day" means any calendar day that is not a Saturday, Sunday or other calendar day on which commercial banking institutions are required or authorized to be closed in the City of New York

"Certificate" means the certificate of formation issued by the Registrar of Companies in connection with the formation of the Company

"Class" means the classes of Units into which the interests in the Company may be classified or divided from time to time pursuant to the provisions of this Agreement

"Class A Shares" means the Class A Shares of the Issuer representing Class A limited liability company interests of the Issuer

"Code" means the United States Internal Revenue Code of 1986, as amended from time to time

"Company" has the meaning set forth in the recitals

"Contingencies" has the meaning set forth in Section 9 03(a)

"Control" (including the terms "Controlled by" and "under common Control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person

"Covered Person" and "Covered Persons" have the meanings set forth in Section 10 02(a)

"Encumbrance" means any mortgage, claim, lien, encumbrance, conditional sales or other title retention agreement, right of first refusal, preemptive right, pledge, option, charge, security interest or other similar interest, easement, judgment or imperfection of title of any nature whatsoever

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended

"Final Adjudication" has the meaning set forth in Section 10 02(a)

"Fiscal Year" means (i) the period commencing upon the formation of the Company and ending on December 31, 2015 or (ii) any subsequent twelve-month period commencing on January 1 and ending on December 31

"Incapacity" means, with respect to any Person, the bankruptcy, dissolution, termination, entry of an order of incompetence, or the insanity, permanent disability or death of such Person

"Issuer" means Apollo Global Management, LLC, a limited liability company formed under the laws of the State of Delaware, or any successor thereto

"Law" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order issued or promulgated by any national, supranational, state, federal, provincial, local or municipal government or any administrative or regulatory body with authority therefrom with jurisdiction over the Company or any Member, as the case may be

"Liquidation Agent" has the meaning set forth in Section 9.03

"Manager" means a natural person serving as a member of the Board, who shall be considered a "manager" within the meaning of the Act

"Member" means Apollo Principal Holdings XI, LLC, an Anguilla limited liability company, and each of the Persons from time to time listed as a member in the books and records of the Company, each in such Person's capacity as a member of the Company

"Ordinary Shares" means the Units of limited liability company interest in the Company designated as the "Ordinary Shares" herein and having the rights pertaining thereto as are set forth in this Agreement

"Original Agreement" has the meaning set forth in the recitals

"Percentage Interest" means, with respect to any Member, the quotient obtained by dividing the number of Units then owned by such Member by the number of Units then owned by all Members

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, limited company, joint venture, trust, unincorporated or governmental organization or any agency or political subdivision thereof

"Similar Law" means any law or regulation that could cause the underlying assets of the Company to be treated as assets of the Member by virtue of its member interest in the Company and thereby subject the Company and the Board (or other persons responsible for the investment and operation of the Company's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code

"Transfer" means, in respect of any Unit, property or other asset, any sale, assignment, transfer, distribution or other disposition thereof, whether voluntarily or by operation of Law, including, without limitation, the exchange of any Unit for any other security

"Units" means the Ordinary Shares and any other Class of Units authorized in accordance with this Agreement, which shall constitute interests in the Company as provided in this Agreement and under the Act, entitling the holders thereof to the relative rights, title and interests in the profits, losses, deductions and credits of the Company at any particular time as set forth in this Agreement, and any and all other benefits to which a holder thereof may be entitled as a

Member as provided in this Agreement, together with the obligations of such Member to comply with all terms and provisions of this Agreement

"Withdrawing Member" means Apollo Principal Holdings X, L P, a Cayman Islands exempted limited partnership

ARTICLE II

FORMATION, TERM, PURPOSE AND POWERS

Section 2 01 Formation The Company was formed as a limited liability company under the provisions of the Act on April 13, 2015 Each of the parties hereto agrees that this Agreement shall be effective as of April 11, 2016 The Company is hereby continued pursuant to the Act and this Agreement If requested by the Board, the Member shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the Board to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the formation and operation of a limited liability company under the laws of Anguilla, (b) if the Board deems it advisable, the operation of the Company as a limited liability company in all jurisdictions where the Company proposes to operate and (c) all other filings required to be made by the Company

Section 2 02 Name The name of the Company shall be, and the business of the Company shall be conducted under the name of, AAME UK CM, LLC

Section 2 03 Term The term of the Company commenced on the date of the issuance of the Certificate, and the term shall continue until the final distribution of all remaining assets of the Company following dissolution of the Company in accordance with Article IX

Section 2 04 Offices The Company may have offices at such places as the Board from time to time may select

Section 2 05 Agent for Service of Process The Company's registered agent for service of process and registered office in Anguilla shall be Finsco Limited, Mitchell House, P O Box 174, The Valley, Anguilla British West Indies, or as otherwise determined by the Board from time to time

Section 2 06 Business Purpose The Company shall have the power to engage in any lawful act or activity for which limited liability companies may be formed under the Act and engage in any and all activities necessary or incidental thereto

Section 2 07 Powers of the Board Subject to the limitations set forth in this Agreement, the Board will possess and may exercise all of the powers and privileges granted by the Act to managers of a limited liability company that is managed exclusively by its managers, including, without limitation, the ownership and operation of the assets contributed to the Company by the Member, by any other Law or this Agreement, together with all powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the purpose of the Company set forth in Section 2 06

Section 2 08 Members, Admission of New Member The Member is hereby admitted as a Member of the Company upon its execution of this Agreement. The Board, the Member and the Withdrawing Member agree the Company shall continue as a limited liability company under the Act after the admission of the Member. The rights, duties and liabilities of the Members shall be as provided in the Act, except as is otherwise expressly provided herein, and the Members consent to the variation of such rights, duties and liabilities as provided herein. A Person may be admitted from time to time as a new Member in accordance with Section 8 05 and Section 8.06, provided, however, that each new Member shall execute and deliver to the Board or its designee an appropriate supplement or counterpart or instrument of adherence to this Agreement pursuant to which the new Member agrees to be bound by the terms and conditions of the Agreement, as it may be amended from time to time.

Section 2 09 Withdrawal of Withdrawing Member Immediately following the admission of the Member, the Withdrawing Member hereby withdraws as a member of the Company and shall (a) receive a return of its initial capital contribution, if any, (b) cease to be a Member of the Company, and (c) have no further right, interest or obligation of any kind whatsoever as a Member of the Company. The Board, the Member and the Withdrawing Member agree the Company shall continue as a limited liability company under the Act after the withdrawal of the Withdrawing Member.

Section 2 10 Withdrawal No Member shall have the right to withdraw as a Member of the Company other than (a) as set forth in Section 2 09, and (b) following the Transfer of all Units owned by such Member in accordance with Article VIII.

ARTICLE III

MANAGEMENT

Section 3 01 Authority of the Board.

(a) The business, property and affairs of the Company shall be managed under the sole, absolute and exclusive direction of the Board, which may from time to time delegate authority to officers or to others to act on behalf of the Board.

(b) The Member hereby agrees that the Board, acting without the consent of any Member except as otherwise expressly required by this Agreement, shall be and hereby is authorized to (i) open bank accounts on behalf of the Company in such banks, and designate the persons authorized to sign checks, notes, drafts, bills of exchange, acceptances, undertakings or orders for payment of money from funds of the Company on deposit in such accounts, as may be deemed by the Board to be necessary, appropriate or otherwise in the best interests of the Company and, in connection therewith, execute any form of required resolution necessary to open any such bank accounts, (ii) prepare and file, or cause to be prepared and filed, by mail, facsimile or telephone, for and on behalf of the Company, an Application for Employer Identification Number on United States Internal Revenue Service Form SS-4, and to prepare, execute and file with the appropriate authorities such other federal, state or local applications, forms and papers on behalf of the Company as may be required by Law or deemed by the Board to be necessary, appropriate or otherwise in the best interests of the Company, as applicable, (iii)

pay on behalf of the Company any and all fees and expenses incident to and necessary to perfect the organization of the Company, (iv) compromise the obligation of any Member to make a contribution or return of money or other property paid or distributed in contravention of the Act, and (v) admit any Person as an additional Member. Notwithstanding any other provision of this Agreement, the Company, acting by the Board, is hereby authorized to enter into, and to perform its obligations under, the aforementioned agreements, deeds, receipts, certificates, filings and other documents, without any consent of any Member, but such authorization shall not be deemed a restriction on the power of the Company or the Board acting on behalf of the Company to enter into, and to perform its obligations under, other agreements on behalf of the Company. The Member agrees that the Board may execute the aforementioned agreements, deeds, receipts, certificates, filings and other documents on behalf of the Company that the Board deems appropriate and that any prior acts of the Company and the Board acting on behalf of the Company, consistent with the foregoing authorizations, are hereby ratified and confirmed.

(c) Each of the Managers in his or her capacity as such shall be considered a "manager" within the meaning of the Act. A Manager acting individually in his or her capacity as such will have the power to bind the Company.

Section 3 02 Board Membership

(a) The Board shall consist of at least three Managers. The holders of a majority of the Ordinary Shares shall have the right to elect each of the Managers. Managers need not be Members. A majority of the Managers shall be residents of the United Kingdom.

(b) Any Manager may be removed at any time, with or without cause, by the holders of a majority of the Ordinary Shares.

(c) Any Manager may resign at any time by so notifying the chairperson in writing. Such resignation shall take effect upon receipt of such notice by the chairperson or at such later time as is therein specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

(d) If at any time a vacancy is created on the Board by reason of the incapacity, death, removal or resignation of any Manager, the vacancy will be filled by another individual selected in accordance with Section 3 02(a).

Section 3 03 Board Meetings and Procedures

(a) The Board shall hold regular meetings at such time and place within the United Kingdom as shall be determined by the Board. Special meetings of the Board may be called at any time by any Manager. Written notice shall be required with respect to any meeting of the Board, and written notice of any special meeting shall specify the purpose of the special meeting. Unless waived by all of the Managers in writing (before, during or after a meeting) or with respect to any Manager at such meeting, prior notice of any regular or special meeting (including reconvening a meeting following any adjournments or postponements thereof) shall be given to each Manager at least three Business Days (or one Business Day in the case of clear and urgent need) before the date of such meeting. Notice of any meeting need not be given to any Manager who shall submit, either before, during or after such meeting, a signed waiver of

notice Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except when the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly called or convened

(b) No action may be taken by the Board unless a quorum is present A quorum shall consist of the presence, in person or by proxy, of a majority of all of the Managers of which a majority are resident in the United Kingdom

(c) The Board shall act by majority vote of all Managers present at the meeting, and each Manager shall have one vote.

(d) No Manager shall be disqualified from acting on any matter because such Manager is interested in the matter to be acted upon by the Board so long as all material aspects of such matter have been disclosed prior to Board action in reasonable detail to all Managers who are to act on such matter

(e) Each Manager may authorize another person or persons to vote and act for such Manager by proxy, and such person or persons holding such proxy shall be counted towards the determination of whether a quorum of the Board is present, as well as for all other purposes when counting votes or attendance of the Manager who has provided such proxy One person may hold more than one proxy

(f) Any action required or permitted to be taken by the Board (or any committee thereof) may be taken without a meeting, if at least two-thirds of the Managers then in office consent in writing to such action

(g) The Board (and each committee thereof) shall cause to be kept at a location within the United Kingdom a book of minutes of all of its resolutions or actions by written consent and in which there shall be recorded with respect to each meeting of the Board (or any committee thereof) the time and place of such meeting, whether regular or special (and if special, how called), the names of those present and the proceedings thereof

(h) Managers may participate in a meeting of the Board (or any committee thereof) by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute presence in person at such meeting

(i) The Board may elect, by majority of all Managers then in office, a United Kingdom resident chairperson, who shall either be an executive chairperson or a nonexecutive chairperson. At each meeting of the Board, the chairperson shall preside and, in his or her absence, Managers by a majority vote of those present may appoint any United Kingdom resident member of the Board to preside at such meeting The secretary of the Company (or such other person as shall be designated by the Board Managers) shall act as secretary at each meeting of the Board In case the secretary shall be absent from any meeting of the Board, an assistant secretary shall perform the duties of secretary at such meeting or the person presiding at the meeting may appoint any person to act as secretary of the meeting

(j) The Board may designate one or more committees to take any action that may be taken hereunder by the Board, which committees shall take actions under such procedures (not inconsistent with this Agreement) as shall be designated by it

Section 3 04 Compensation The Managers shall not be entitled to any compensation for services rendered to the Company in their capacity as such

Section 3 05 Expenses The Company shall bear and/or reimburse (i) the Managers for any expenses incurred by them in connection with serving on the Board, and (ii) Issuer and the Member, with respect to the Company's allocable share of any expenses solely incurred by or attributable to the Issuer or the Member

Section 3 06 Authority of the Members No Member, in its capacity as such, shall participate in or have any control over the business of the Company. Except as expressly provided herein, the Units do not confer any rights upon the Member to participate in the affairs of the Company described in this Agreement. Except as expressly provided herein, the Member shall have no right to vote on any matter involving the Company, including with respect to any merger, consolidation, combination or conversion of the Company. The conduct, control and management of the Company shall be vested exclusively in the Board. In all matters relating to or arising out of the conduct of the operation of the Company, the decision of the Board shall be the decision of the Company. No Member who is not also a Manager (and acting in such capacity) shall take any part in the management or control of the operation or business of the Company in its capacity as a Member, nor shall any Member who is not also a Manager (and acting in such capacity) have any right, authority or power to act for or on behalf of or bind the Company in his or its capacity as a Member in any respect or assume any obligation or responsibility of the Company or of any other Member. Notwithstanding the foregoing, the Company may employ one or more Members from time to time, and such Members, in their capacity as employees of the Company (and not, for clarity, in their capacity as Members of the Company), may take part in the control and management of the business of the Company to the extent such authority and power to act for or on behalf of the Company has been delegated to them by the Board.

Section 3 07 Action by Written Consent or Ratification of the Members Any action required or permitted to be taken by the Member pursuant to this Agreement shall be taken if the Member consents or ratifies such action or provides a consent or ratification in writing

Section 3 08 Officers

(a) The Board may delegate responsibility for all or some of the day-to-day operations of the Company to officers of the Company. All officers shall have such authority and perform such duties as may be provided in this Agreement or, to the extent not so provided, by resolution passed by the Board. One person may hold more than one office. The officers, to the extent of their powers set forth in this Agreement or as delegated to them by the Board, are agents of the Company and the actions of the officers taken in accordance with such powers shall bind the Company.

(b) The secretary of the Company will generally perform all the duties usually appertaining to the office of secretary of a limited liability company

(c) The Board may designate such other persons as authorized persons of the Company to take such actions as the Board may approve, including, but not limited to, execution of documents on behalf of the Company

(d) Each officer shall hold office until he or she is removed in accordance with clause (f) below or his or her earlier death, disability or resignation. Any vacancy occurring in any of the officers of the Company, for any reason, shall be filled by action of the Board.

(e) Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the time specified in such notice or, if the time be not specified, upon receipt thereof by the Board. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

(f) Each officer shall be subject to removal, for any reason or no reason, by the Board.

(g) The compensation and terms of employment of all of the officers shall be fixed by the Board.

ARTICLE IV

DISTRIBUTIONS

Section 4 01 Distributions With respect to any distribution to be made to holders of Ordinary Shares, the amount to be distributed with respect to each Ordinary Share shall be equal to the quotient obtained by dividing the total amount to be distributed with respect to all such Ordinary Shares divided by the number of Ordinary Shares outstanding as of the distribution record date. All other distributions shall be made, at the discretion of the Board, to the Members pro rata in accordance with their respective Percentage Interests.

Section 4 02 Liquidation Distribution Distributions made upon dissolution of the Company shall be made as provided in Section 9 03.

Section 4 03 Limitations on Distribution Notwithstanding any provision to the contrary contained in this Agreement, the Board shall not make a Company distribution to any Member if such distribution would violate the Act or other applicable Law.

ARTICLE V

CAPITAL CONTRIBUTIONS; TAX MATTERS

Section 5 01 Initial Capital Contributions The Member has made, on or prior to the date hereof, Capital Contributions and has acquired the number of Ordinary Shares as specified in the books and records of the Company.

Section 5 02 No Additional Capital Contributions Except as otherwise provided in this Article V, the Member shall not be required to make additional Capital Contributions to the Company without the consent of the Member or permitted to make additional Capital Contributions to the Company without the consent of the Board

Section 5 03 Tax Matters The Company shall elect to be treated as disregarded as a separate entity for United States federal, state and local income tax purposes The Board and the Member hereby agree to take all reasonable actions (or, if applicable, refrain from taking any action) as may be reasonably required in order for the Company to be treated as disregarded as a separate entity for United States federal, state and local income tax purposes

ARTICLE VI

BOOKS AND RECORDS; REPORTS

Section 6 01 Books and Records

(a) At all times during the continuance of the Company, the Board shall arrange for the preparation and maintenance of separate books of account for the Company

(b) Except as limited by Section 6 01(c), the Member shall have the right to receive, for a purpose reasonably related to such Member's interest as a Member in the Company, upon reasonable written demand stating the purpose of such demand and at such Member's own expense

(i) a copy of the Certificate and this Agreement and all amendments thereto, together with a copy of the executed copies of all powers of attorney (if applicable) pursuant to which the Certificate and this Agreement and all amendments thereto have been executed, and

(ii) promptly after their becoming available, copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years

(c) The Board may keep confidential from the Member, for such period of time as the Board determines in its sole discretion, (i) any information that the Board reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the Board believes is not in the best interests of the Company, could damage the Company or its business or that the Company is required by Law or by agreement with any third party to keep confidential

ARTICLE VII

ORDINARY SHARES AND OTHER UNITS

Section 7 01 Units Interests in the Company shall be represented by Units The Units initially are comprised of one Class designated as Ordinary Shares Each outstanding Ordinary Share has the same rights and privileges to share in allocations and distributions as each other outstanding Ordinary Share, and each such Ordinary Share shall be entitled to one vote on any

matter on which the holders of Ordinary Shares are required or permitted to vote. The Board may establish, from time to time in accordance with such procedures as the Board shall determine from time to time, other Classes, one or more series of any such Classes, or other Company securities with such designations, preferences, rights, powers and duties (which may be senior to existing Classes and series of Units or other Company securities), as shall be determined by the Board, including (i) the right to share in Profits and Losses or items thereof, (ii) the right to share in Company distributions, (iii) the rights upon the winding up, liquidation and dissolution of the Company, (iv) whether, and the terms and conditions upon which, the Company may or shall be required to redeem the Units or other Company securities (including sinking fund provisions), (v) whether such Unit or other Company security is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange, (vi) the terms and conditions upon which each Unit or other Company security will be issued, evidenced by certificates and assigned or transferred, (vii) the method for determining the Percentage Interest as to such Units or other Company securities, and (viii) the right, if any, of the holder of each such Unit or other Company security to vote on Company matters, including matters relating to the relative designations, preferences, rights, powers and duties of such Units or other Company securities. Except as expressly provided in this Agreement to the contrary, any reference to "Units" shall include the Ordinary Shares and any other Classes that may be established in accordance with this Agreement. All Units of a particular Class shall have identical rights in all respects as all other Units of such Class, except in each case as otherwise specified in this Agreement.

Section 7.02. Certificates The Company shall issue certificates of limited liability company interests evidencing the Units. Each certificate shall identify the particular Class of Units represented by such certificate. Each certificate evidencing any Unit shall bear an appropriate legend indicating the existence of this Agreement and the restrictions on Transfer contained herein. All certificates shall be signed by an authorized officer of the Company. Any such signature may be a facsimile. No certificate shall be issued in bearer form. The Company may issue a new certificate of Units in place of any certificate previously issued by it that is alleged to have been lost, stolen or destroyed. The Company may require the owner of the lost, stolen or destroyed certificate, or its legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of a new certificate.

Section 7.03. Register The register of the Company shall be the definitive record of ownership of each Unit and all relevant information with respect to each Member.

Section 7.04. Registered Members The Company shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Act or other applicable Law.

ARTICLE VIII

FORFEITURE OF INTERESTS; TRANSFER RESTRICTIONS

Section 8 01 Member Transfers No Member or Assignee thereof may Transfer all or any portion of its Units or other interest in the Company (or beneficial interest therein) without the prior consent of the Board, which consent may be given or withheld, or made subject to such conditions (including, without limitation, the receipt of such legal opinions and other documents that the Board may require) as are determined by the Board, in each case in the Board's sole discretion. Any such determination in the Board's discretion in respect of Units shall be final and binding. Such determinations need not be uniform and may be made selectively among Members, whether or not such Members are similarly situated, and shall not constitute the breach of any duty hereunder or otherwise existing at law, in equity or otherwise. Any purported Transfer of Units that is not in accordance with, or subsequently violates, this Agreement shall be, to the fullest extent permitted by Law, null and void.

Section 8 02 Encumbrances No Member or Assignee may create an Encumbrance with respect to all or any portion of its Units or other interest in the Company (or any beneficial interest therein) unless the Board consents in writing thereto, which consent may be given or withheld, or made subject to such conditions as are determined by the Board, in the Board's sole discretion. Consent of the Board shall be withheld until the holder of the Encumbrance acknowledges the terms and conditions of this Agreement. Any purported Encumbrance that is not in accordance with this Agreement shall be, to the fullest extent permitted by Law, null and void.

Section 8 03 Further Restrictions Notwithstanding any contrary provision in this Agreement, in no event may any Transfer of a Unit be made by any Member or Assignee if

(a) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Unit,

(b) such Transfer would require the registration of such transferred Unit or of any Class of Unit pursuant to any applicable United States federal or state securities laws or other non-U.S. securities laws (including Canadian provincial or territorial securities laws) or would constitute a non-exempt distribution pursuant to applicable provincial or state securities laws,

(c) such Transfer would cause (i) all or any portion of the assets of the Company to (A) constitute "plan assets" (under ERISA, the Code or any applicable Similar Law) of any existing or contemplated Member, or (B) be subject to the provisions of ERISA, Section 4975 of the Code or any applicable Similar Law, or (ii) the Board to become a fiduciary with respect to any existing or contemplated Member, pursuant to ERISA, any applicable Similar Law, or otherwise, or to the extent requested by the Board, the Company does not receive such legal and/or tax opinions and written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as an Assignee) that are in a form satisfactory to the Board, as determined in the Board's sole discretion.

Section 8 04 Rights of Assignees Subject to Section 8 05 and Section 8 06, the transferee of any permitted Transfer pursuant to this Article VIII will be an assignee only ("Assignee"), and only will receive, to the extent transferred, the distributions to which the Member which transferred its Units would be entitled, and such Assignee will not be entitled or enabled to exercise any other rights or powers of a Member, such other rights, and all obligations relating to, or in connection with, such interest remaining with the transferring Member. The transferring Member will remain a Member even if it has transferred all of its Units to one or more Assignees until such time as the Assignee(s) is admitted to the Company as a Member pursuant to Section 8 05 or Section 8 06

Section 8 05 Admissions, Withdrawals and Removals

(a) No Member will be removed or entitled to withdraw from being a Member of the Company except in accordance with Section 8 07

(b) Except as otherwise provided in Article IX or the Act, no admission, substitution, withdrawal or removal of a Member will cause the commencement of winding up or the dissolution of the Company To the fullest extent permitted by Law, any purported admission, withdrawal or removal that is not in accordance with this Agreement shall be null and void

Section 8 06 Admission of Assignees as Substitute Members An Assignee will become a substitute Member only if and when each of the following conditions is satisfied

(a) the Board consents in writing to such admission, which consent may be given or withheld, or made subject to such conditions as are determined by the Board, in each case in the Board's sole discretion,

(b) if required by the Board, the Board receives written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as a substitute Member) that are in a form satisfactory to the Board (as determined in its sole discretion),

(c) if required by the Board, the Board receives an opinion of counsel satisfactory to the Board to the effect that such Transfer is in compliance with this Agreement and all applicable Law, and

(d) if required by the Board, the parties to the Transfer, or any one of them, pays all of the Company's reasonable expenses connected with such Transfer (including, but not limited to, the reasonable legal and accounting fees of the Company)

Section 8 07 Withdrawal and Removal of Members

(a) If a Member ceases to hold any Units, then such Member shall cease to be a Member and to have the power to exercise any rights or powers of a Member

(b) Unless otherwise determined by the Board in its sole and absolute discretion, notwithstanding the provisions of section 24(2) of the Act, a Person shall not cease to be a Member by reason of (i) the commencement and continuation for more than 120 days of any

proceedings against the member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law, or (ii) the appointment without such Member's consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of such Member's properties, which appointment has not been vacated within 90 days after the later of (x) such appointment or (y) the expiration of any stay entered within 90 days after such appointment

ARTICLE IX

DISSOLUTION, LIQUIDATION AND TERMINATION

Section 9 01 No Dissolution Except as required by the Act, the Company shall not commence winding up nor be dissolved by the admission of additional Members or withdrawal of the Member in accordance with the terms of this Agreement. The Company may be wound up, liquidated, dissolved, and terminated only pursuant to the provisions of this Article IX, and the Member hereby irrevocably waives any and all other rights the Member may have to cause a winding up and/or dissolution of the Company or a sale or partition of any or all of the Company assets

Section 9 02 Events Causing Winding Up The Company shall be wound up upon the occurrence of any of the following events

- (a) any event which makes it unlawful for the business of the Company to be carried on by the Member,
- (b) the written consent of the Board and holders of a majority of the Ordinary Shares,
- (c) any other event expressly set out in the Act not inconsistent with any provision hereof requiring the Company to be wound up and dissolved,
- (d) if there are no remaining Managers, provided that the Company will not be dissolved or required to be wound up in connection with any of the events specified in this Section 9 02(d) if holders of a majority of the Ordinary Shares consent to or ratify the continuation of the business of the Company and the appointment of at least one Manager within 90 days following the occurrence of any such event

Section 9 03 Distribution upon Winding Up Upon the commencement of the winding up of the Company, the Board, or any other Person designated by the Board (the "Liquidation Agent"), shall take full account of the assets and liabilities of the Company and shall, unless the Board determines otherwise, liquidate the assets of the Company as promptly as is consistent with obtaining the fair value thereof and otherwise in accordance with the Act (to the extent applicable) and this Agreement. The proceeds of any liquidation shall be applied and distributed in the following order

- (a) First, to the satisfaction of debts and liabilities of the Company (including satisfaction of all indebtedness to Members and/or their Affiliates to the extent otherwise permitted by Law) including the expenses of liquidation, and including the establishment of any

reserve which the Liquidation Agent shall deem reasonably necessary for any contingent, conditional or unmatured contractual liabilities or obligations of the Company ("Contingencies") Any such reserve may be paid over by the Liquidation Agent to any attorney-at-law, or acceptable party, as escrow agent, to be held for disbursement in payment of any Contingencies and, at the expiration of such period as shall be deemed advisable by the Liquidation Agent for distribution of the balance in the manner hereinafter provided in this Section 9 03, and

(b) The balance, if any, to the Members, pro rata to each of the Members in accordance with their Percentage Interests

Section 9 04 Time for Liquidation A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidation Agent to minimize the losses attendant upon such liquidation

Section 9 05. Termination The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the holders of Units in the manner provided for in this Article IX

Section 9 06 Claims of the Members The Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members shall have no recourse against the Company or any other Member or any other Person

Section 9 07 Survival of Certain Provisions Notwithstanding anything to the contrary in this Agreement, the provisions of Section 10 02 and Section 11 09 shall survive the termination of the Company

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 10 01 Liability of Members

(a) No Member shall be liable for any debt, obligation or liability of the Company or of any other Member or have any obligation to restore any deficit balance in its Capital Account solely by reason of being a Member of the Company, except to the extent required by the Act

(b) This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Member or the Member's Affiliates Further, the Member hereby waives any and all fiduciary duties that, absent such waiver, may exist at or be implied by Law or in equity, and in doing so, recognizes, acknowledges and agrees that its duties and obligations to the Company are only as expressly set forth in this Agreement and those required by the Act

(c) Subject to the Act, to the extent that, at law or in equity, any Member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to another Member, the Members acting under this Agreement will not be liable to the Company or to any such other Member for their good faith reliance on the provisions of this Agreement. Subject to the Act, the provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities relating thereto of any Member otherwise existing at law or in equity, are agreed by the Members to replace to that extent such other duties and liabilities of the Members relating thereto

(d) The Board may consult with legal counsel, accountants and financial or other advisors and any act or omission suffered or taken by the Board on behalf of the Company or in furtherance of the interests of the Company in good faith in reliance upon and in accordance with the advice of such counsel, accountants or financial or other advisors will be full justification for any such act or omission, and the Board will be fully protected in so acting or omitting to act so long as such counsel or accountants or financial or other advisors were selected with reasonable care

Section 10 02 Indemnification

(a) Each Manager (including any former Manager) and each Member (including any former Member), in his capacity, as such, and to the extent such Member participates, directly or indirectly, in the Company's activities (each, a "Covered Person" and collectively, the "Covered Persons") shall not be liable to the Company or, to the extent applicable, to any of the other Members for any loss, claim, damage or liability occasioned by any acts or omissions in the performance of its services hereunder, unless it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "Final Adjudication") that such loss, claim, damage or liability is due to an act or omission of a Covered Person (i) made in bad faith or with criminal intent or (ii) that adversely affected the Company and that failed to satisfy the duty of care owed pursuant to the Company or as otherwise required by Law

(b) A Covered Person shall be indemnified to the fullest extent permitted by Law by the Company against any losses, claims, damages, liabilities, and expenses (including attorneys' fees, judgments, fines, penalties and amounts paid in settlement) incurred by or imposed upon him by reason of or in connection with any action taken or omitted by such Covered Person arising out of the Covered Person's status as a Member or its activities on behalf of the Company, including in connection with any action, suit, investigation or proceeding before any judicial, administrative, regulatory or legislative body or agency to which it may be made a party or otherwise involved or with which it shall be threatened by reason of being or having been the Board or by reason of serving or having served as a director, officer, consultant, advisor, manager, member, partner, employee or stockholder of any enterprise in which the Company or any of its Affiliates has or had a financial interest, provided that the Company may, but shall not be required to, indemnify a Covered Person with respect to any matter as to which there has been a Final Adjudication that its acts or its failure to act (i) were in bad faith or with criminal intent, or (ii) were of a nature that makes indemnification by the relevant Affiliate unavailable. The right to indemnification granted by this Section 10 02 shall be in addition to any rights to which a Covered Person may otherwise be entitled and shall inure to the benefit of the successors by

operation of law or valid assigns of such Covered Person. The Company shall pay the expenses incurred by a Covered Person in defending a civil or criminal action, suit, investigation or proceeding in advance of the final disposition of such, action, suit, investigation or proceeding, upon receipt of an undertaking by the Covered Person to repay such payment if there shall be a Final Adjudication that it is not entitled to indemnification as provided herein. In any suit brought by the Covered Person to enforce a right to indemnification hereunder it shall be a defense that the Covered Person has not met the applicable standard of conduct set forth in this Section 10.02, and in any suit in the name of the Company to recover expenses advanced pursuant to the terms of an undertaking the Company shall be entitled to recover such expenses upon Final Adjudication that the Covered Person has not met the applicable standard of conduct set forth in this Section 10.02. In any such suit brought to enforce a right to indemnification or to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Covered Person is not entitled to be indemnified, or to an advancement of expenses, shall be on the Company (or any Member acting derivatively or otherwise on behalf of the Company or the Members). The Board may not satisfy any right of indemnity or reimbursement granted in this Section 10.02 or to which it may be otherwise entitled except out of the assets of the Company (including, without limitation, insurance proceeds and rights pursuant to indemnification agreements), and no Member shall be personally liable with respect to any such claim for indemnity or reimbursement. The Board may enter into appropriate indemnification agreements and/or arrangements reflective of the provisions of this Section 10.02 and obtain appropriate insurance coverage on behalf and at the expense of the Company to secure the Company's indemnification obligations hereunder and may enter into appropriate indemnification agreements and/or arrangements reflective of the provisions of this Section 10.02. Each Covered Person shall be deemed a third party beneficiary (to the extent not a direct party hereto) to this Agreement and, in particular, the provisions of this Section 10.02.

(c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or the Members, the Covered Person shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. Subject to the Act, the provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of each such Covered Person.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Severability If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 11 02 Notices All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax, by electronic mail (delivery receipt requested) or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11 02)

(a) If to the Company, to

AAME UK CM, LLC
9 West 57th St , 43rd Floor
New York, NY 10019
United States of America

(b) If to any Member, to

AAME UK CM, LLC
9 West 57th St , 43rd Floor
New York, NY 10019
United States of America

(c) If to the Board, to

AAME UK CM, LLC
9 West 57th St , 43rd Floor
New York, NY 10019
United States of America

Section 11 03 Cumulative Remedies The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by Law.

Section 11 04 Binding Effect This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

Section 11 05 Interpretation Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. Unless otherwise specified, all references herein to "Articles," "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

Section 11 06 Counterparts This Agreement may be executed and delivered (including by facsimile transmission or other electronic means) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered

shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 11 06

Section 11 07 Further Assurances The Member shall perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the purposes and intent of this Agreement

Section 11 08 Entire Agreement This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto

Section 11 09 Governing Law This Agreement shall be governed by and construed in accordance with the laws of Anguilla. To the fullest extent permitted by applicable law, the Board and each Member hereby agree that any claim, action or proceeding by any Member seeking any relief whatsoever based on, arising out of or in connection with, this Agreement or the Company's business or affairs shall be brought only in the courts of Anguilla. **EACH MEMBER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY**

Section 11 10 Expenses Except as otherwise specified in this Agreement, the Company shall be responsible for all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with its operation

Section 11 11 Amendments and Waivers

(a) This Agreement (including any Annexes hereto) may be amended, supplemented, waived or modified by the written consent of holders of a majority of Ordinary Shares, provided that any amendment that would have a material adverse effect on the rights or preferences of any Class of Units in relation to other Classes of Units must be approved by the holders of not less than a majority of the Percentage Interests of the Class affected, provided further, that the Board may, without the written consent of any Member or any other Person, amend, supplement, waive or modify any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect (i) any amendment, supplement, waiver or modification that the Board determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of equity interest in the Company, (ii) the admission, substitution, withdrawal or removal of Members in accordance with this Agreement, (iii) a change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company, (iv) any amendment, supplement, waiver or modification that the Board determines in its sole discretion to be necessary or appropriate to address changes in United States federal income tax regulations, legislation or interpretation, and (v) a change in the Fiscal Year or taxable year of the Company

and any other changes that the Board determines to be necessary or appropriate as a result of a change in the Fiscal Year or taxable year of the Company including a change in the dates on which distributions are to be made by the Company

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

(c) Except as may be otherwise required by Law in connection with the winding-up, liquidation, or dissolution of the Company, the Member hereby irrevocably waives any and all rights that it may have to maintain an action for judicial accounting or for partition of any of the Company's property

(d) Upon obtaining such approvals required by this Agreement and without further action or execution by any other Person, including any Member, (i) any amendment to this Agreement may be implemented and reflected in a writing executed solely by the Board, and (ii) the Members shall be deemed a party to and bound by such amendment of this Agreement

Section 11.12 No Third Party Beneficiaries

(a) Subject to Section 11.12(b), this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement (other than pursuant to Section 10.02)

(b) Any Covered Person not being a party to this Agreement, may enforce any rights granted to it pursuant to this Agreement in its own right as if it was a party to this Agreement

(c) Notwithstanding any term of this Agreement, the consent of or notice to any Person who is not a party to this Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time

Section 11.13 Headings The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof

Section 11.14 Construction Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that it is the intent of the parties hereto that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereby waive to the fullest extent permitted by Law the benefit of any rule of Law or any legal decision that would require that in cases of uncertainty,

the language of a contract should be interpreted most strongly against the party who drafted such language

Section 11.15 Power of Attorney The Member, by its execution hereof, hereby irrevocably makes, constitutes and appoints the Board as its true and lawful agent and attorney in fact, with full power of substitution and full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, record and file (a) this Agreement and any amendment to this Agreement that has been adopted as herein provided, (b) the original certificate of registration of the Company and all amendments thereto required or permitted by Law or the provisions of this Agreement, (c) all certificates and other instruments (including consents and ratifications which the Member has agreed to provide upon a matter receiving the agreed support of the Member) deemed advisable by the Board to carry out the provisions of this Agreement (including the provisions of Section 8.04) and Law or to permit the Company to become or to continue as a limited liability company in each jurisdiction where the Company may be doing business, (d) all instruments that the Board deems appropriate to reflect a change or modification of this Agreement or the Company in accordance with this Agreement, including, without limitation, the admission of additional Members or substituted Members pursuant to the provisions of this Agreement, (e) all conveyances and other instruments or papers deemed advisable by the Board to effect the liquidation and termination of the Company, and (f) all fictitious or assumed name certificates required or permitted (in light of the Company's activities) to be filed on behalf of the Company

Section 11.16 Letter Agreements, Schedules Notwithstanding the provisions of this Agreement, including Section 11.11, it is hereby acknowledged and agreed that the Board on its own behalf or on behalf of the Company without the approval of any Member or any other Person may enter into a side letter or similar agreement to or with a Member which has the effect of establishing rights under, or altering or supplementing the terms of, this Agreement. The parties hereto agree that any terms contained in a side letter or similar agreement to or with a Member shall govern with respect to such Member notwithstanding the provisions of this Agreement. The Board may from time to time execute and deliver to the Members schedules which set forth information contained in the books and records of the Company and any other matters deemed appropriate by the Board. Such schedules shall be for information purposes only and shall not be deemed to be part of this Agreement for any purpose whatsoever

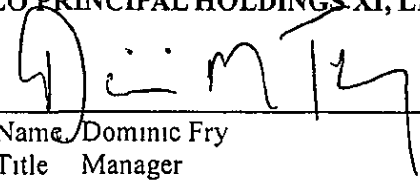
[Signature Page Follows]

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

Member

APOLLO PRINCIPAL HOLDINGS XI, LLC

By


Name Dominic Fry
Title Manager

Withdrawing Member

APOLLO PRINCIPAL HOLDINGS X, L.P.

By Apollo Principal Holdings X GP, Ltd ,
its general partner

By

Name Shari L Verschell
Title Vice President

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

Member

APOLLO PRINCIPAL HOLDINGS XI, LLC

By. _____
Name Dominic Fry
Title Manager

Withdrawing Member

APOLLO PRINCIPAL HOLDINGS X, L.P.

By. Apollo Principal Holdings X GP, Ltd.,
its general partner

By.  _____
Name: Shari L. Verschell
Title Vice President



FILE COPY

**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC033334

UK Establishment No. BR018419

The Registrar of Companies hereby certifies that

AAME UK CM, LLC

has this day been registered under the Companies Act 2006 as having
established a UK Establishment in the United Kingdom.

Given at Companies House on **28th April 2016**.



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**